



# CITY OF EASTVALE

## CITY COUNCIL REGULAR MEETING AGENDA

Eastvale City Hall Council Chambers  
12363 Limonite Avenue, Suite 900, Eastvale, CA 91752  
Wednesday, February 26, 2020  
Regular Meeting: 6:30 P.M.

### City Councilmembers

Brandon Plott, Mayor  
Jocelyn Yow, Mayor Pro Tem  
Clint Lorimore, Councilmember  
Todd Rigby, Councilmember  
Joseph Tessari, Councilmember

Bryan Jones, City Manager  
Erica Vega, City Attorney  
Marc A. Donohue,  
City Clerk/Communications Director

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

***If you wish to speak before the City Council, please complete a Speaker Form identifying which item(s) you wish to address. Please return the completed form to the City Clerk prior to being heard before the Council. Speaker Forms are available at the front table of the entryway to the Council Chambers***



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

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **CLOSED SESSION PUBLIC COMMENT – None**

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

**4. CLOSED SESSION ITEM(S) – None**

**5. INVOCATION**

**6. PLEDGE OF ALLEGIANCE**

**7. ADDITIONS/REVISIONS**

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

**8. PRESENTATIONS/ANNOUCEMENTS**

- 8.1** Eastvale Public Library Update
- 8.2** Student Liaison Report
- 8.3** Norco College Presentation on Measure A
- 8.4** 2020 Census Update

**9. PUBLIC COMMENT**

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

**10. CONSENT CALENDAR**

Consent Calendar items are normally enacted in one motion. The Mayor or City Council may remove a Consent Calendar item for separate action. If a member of the public would like to speak on a Consent Calendar item, please complete a blue “Public Comment Form” and submit to the City Clerk prior to the item.

**10.1 City Council Meeting Minutes**

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

RECOMMENDED ACTION(S):

Approve the minutes of the regular meeting held on February 12, 2020.

**10.2 Eastvale Connection**

Submitted by: Bobbi Hawkins, Communications Specialist

RECOMMENDED ACTION(S):

Receive and file the Eastvale Connection.

**10.3 Communications Monthly Summary**

Submitted by: Bobbi Hawkins, Communications Specialist

RECOMMENDED ACTION(S):

Receive and file the Communications Monthly Summary.

**10.4 Crime Statistics – December 2019**

Submitted by: Eva Terekhova, Emergency Management Specialist

RECOMMENDED ACTION(S):

Receive and file the Eastvale Crime Statistics for December 2019.

**10.5 Planning Department Update**

Submitted by: Gina Gibson-Williams, Community Development Director

RECOMMENDED ACTION(S):

Receive and file the Planning Department Update.

**10.6 Public Works Department Update**

Submitted by: Gina Gibson-Williams, Community Development Director

RECOMMENDED ACTION(S):

Receive and file the Public Works Department Update.

**10.7 Treasurer’s Report – Quarter Ended December 31, 2019**

Submitted by: Amanda Wells, Finance Director/City Treasurer

RECOMMENDED ACTION(S):

Receive and file the Treasurer’s Report.

**10.8 Acceptance of Parcel Map No. 37649 – The Merge Northeast Corner of Archibald Avenue and Limonite Avenue**

Submitted by: Gina Gibson-Williams, Community Development Director

RECOMMENDED ACTION(S):

1. Adopt Resolution 20-XX, approving the Final Map for Parcel Map No. 37649; and
2. Authorize the City Manager to execute the Subdivision Improvement Agreement;  
and
3. Authorize the City Manager to execute the RBBB and TUMF Credit Agreements.

**10.9 Adopt Ordinance No. 2020-01 – Administrative Nuisance Abatement & Citation Ordinance Update (Second Reading)**

Submitted by: Erica Vega, City Attorney

RECOMMENDED ACTION(S):

That the City Council adopt Ordinance 2020-01 – Administrative Nuisance Abatement & Citation Ordinance Update.

**11. PUBLIC HEARINGS - None**

**12. CITY COUNCIL BUSINESS**

**12.1 Selection of Professional On-Call Services Proposals**

Submitted by: Gina Gibson-Williams, Community Development Director

RECOMMENDED ACTION(S):

1. Approve the recommended consultants to provide on-call professional services to the City as needed; and
2. Authorize the City Manager to execute agreements for on-call professional services with the selected consultants for their respective categories for a term not-to-exceed 3 years with the potential for two one year extensions in amounts not-to-exceed \$100,000 per fiscal year, or \$250,000 per fiscal year for the categories of Landscape Architecture, Street Design for Major Corridors, Downtown Urban Design, Multi-Use Trail Design, and Circulation and Transportation Planning and Design, subject to review and approval of the agreements by the City Attorney.

**12.2 Acceptance of Public Improvements of Parcel No. 36487, Tarpon Property Ownership 2 LLC (Goodman), – Project 11-0271**

Submitted by: Gina Gibson-Williams, Community Development Director

RECOMMENDED ACTION(S):

1. Adopt Resolution 20-XX accepting as complete the Public Improvements for Parcel No. 36487 – Project 11-0271; and,
2. Approve and authorize the City Manager to execute the Bond Exoneration and Public Improvement Maintenance Agreement.

**12.3 Prohibit Parking on Portions of Caxton Street, Badminton Street and Oakdale Street between 10:00 p.m. and 6:00 a.m.**

Submitted by: Johnny Terfehr, Community Enhancement & Safety Manager

RECOMMENDED ACTION(S):

Adopt Resolution No 20-XX prohibiting parking on specified areas of Oakdale Street, Badminton Street and Caxton Street between the hours of 10:00 p.m. to 6:00 a.m.

- 12.4 [Limonite Gap Closure Project Bridge Aesthetics/Geometrics Review](#)**  
Submitted by: Gina Gibson-Williams, Community Development Director

RECOMMENDED ACTION(S):

Review and provide comments related to the vehicular and pedestrian bridge aesthetics and geometrics for the Limonite Gap Closure Project.

- 12.5 [State Senate Bill 743 \(SB 743\) Implementation Educational Presentation](#)**  
Submitted by: Gina Gibson-Williams, Community Development Director

RECOMMENDED ACTION(S):

Receive and file the presentation.

**13. CITY MANAGER/CITY STAFF REPORT**

**14. CITY COUNCIL COMMUNICATIONS/COMMITTEE REPORTS**

- 14.1** League of California Cities
  - Public Safety Committee (Tessari)
  - Community Services Committee (Rigby)
- 14.2** Southern California Association of Governments
- 14.3** Western Riverside Council of Governments
- 14.4** Riverside Transit Agency
- 14.5** Northwest Mosquito and Vector Control District
- 14.6** Riverside County Transportation Commission
- 14.7** Western Riverside County Regional Conversation Agency
- 14.8** JCSD Parks Commission
- 14.9** Western Community Energy
- 14.10** Finance Committee
- 14.11** City Council Communications

**15. WORKSHOP**

- 15.1 [Fiscal Year 2020/21 Budget Workshop #1 – Goal Setting, Public Safety](#)**  
Submitted by: Amanda Wells, Finance Director/City Treasurer

RECOMMENDED ACTION(S):

Discuss and provide direction to staff on Budget Priorities and Goals for Public Safety.

**ADJOURNMENT** – The next regular meeting of the Eastvale City Council is scheduled for Wednesday, March 11, 2020, at 6:30 p.m. at Eastvale City Hall Council Chambers, 12363 Limonite Avenue, Suite 900, Eastvale, CA 91752.

**AFFIDAVIT OF POSTING**

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted at the following locations: City Hall, 12363 Limonite Avenue, Suite 910 and website of the City of Eastvale ([www.eastvaleca.gov](http://www.eastvaleca.gov)), not less than 72 hours prior to the meeting. Dated this 20<sup>th</sup> day of February 2020.

Marc A. Donohue, MMC  
City Clerk

# MINUTES

## CITY OF EASTVALE

**City Council Regular Meeting**  
**Wednesday, February 12, 2020**  
**Closed Session: 5:30 P.M.**  
**Regular Meeting: 6:30 P.M.**

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

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### 1. CALL TO ORDER

The regular meeting of the Eastvale City Council was called to order at 5:33 p.m. by Mayor Plott.

### 2. ROLL CALL

**Present:** Councilmembers Lorimore, Rigby, Tessari, Mayor Pro Tem Yow; and Mayor Plott

**Absent:**

#### City Staff

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

### 3. CLOSED SESSION PUBLIC COMMENT - None

### 4. CLOSED SESSION ITEM(S)

#### 4.1 CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: City Manager Jones, City Attorney Vega  
Unrepresented employee: all unrepresented employees

#### 4.2 CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case

#### 4.3 CLOSED SESSION REPORT

City Attorney Vega stated that there was no reportable action.

### 5. INVOCATION

Pastor Ronnell Tyars from Calvary Chapel Eastvale offered the invocation.

**6. PLEDGE OF ALLEGIANCE**

Councilmember Rigby led the Pledge of Allegiance.

**7. ADDITIONS/REVISIONS - None**

**8. PRESENTATIONS/ANNOUNCEMENTS**

**8.1 Proclamation: National Future Business Leaders of America – Phi Beta Lambda Week**

Mayor Plott presented the proclamation to Sanika Subhedar and other members of the National Future Business Leaders of America.

**8.2 American Legion Norco/Eastvale Post 328 Presentation**

Bob Stiffler with American Legion Norco/Eastvale Post 328 made a presentation.

**9. PUBLIC COMMENTS**

Ike Bootsma, Eastvale Resident, asked that the City finish widening Schleisman Road; suggesting purchasing the property on Sumner Ave and Schelisman Road for a potential Civic Center.

Thomas Ferrer, Eastvale Resident, suggested that another entrance to the Eleanor Roosevelt High School (ERHS) parking lot be made available.

Sara Land, Eastvale Resident, expressed concern with the closing of the Estancia Neighborhood near ERHS, which makes the commute for students going to school longer.

The following individuals expressed concerns with an Airbnb home in their neighborhood:

1. Bill Elliott, Eastvale Resident
2. Desi Wright, Eastvale Resident (time donated to Bill Elliott)
3. Hani Haddadin, Eastvale Resident
4. Alex Moran, Eastvale Resident

Andrew Nabor, Eastvale Resident, expressed concern with the amount of dead animals on Archibald Avenue.

Betty Wu, Eastvale Resident, requested that the word “opposed” be included in the January 22, 2019 minutes under Item No. 11.1 instead of “expressed concern”.

Mia Nagar, Eastvale Resident, expressed concern with the amount of mosquitos and dead animals in the City.

Michael O’Connor, Eastvale Resident, (additional time donated by Oscar Mora) shared an

article about a recent lawsuit involving the City of Hemet.

Jeewan Kaur, Eastvale Resident, shared her current science project from the Eastvale STEM Academy.

Cory Heath, Eastvale Resident, expressed concern with the closing of the Estancia Neighborhood near ERHS, which makes the commute for students going to school longer.

## **10. CONSENT CALENDAR**

Councilmember Rigby requested to pull Item 10.1 for further discussion.

On motion of Councilmember Lorimore and second by Councilmember Tessari, the City Council voted unanimously to approve Consent Calendar Item Nos. 10.2 – 10.6.

### **10.2 Warrant Register**

Approved the Payment of Warrants as Submitted by the Finance Department.

### **10.3 Eastvale Connection**

Received and filed the Eastvale Connection.

### **10.4 Reject All Bids for the Street Name Sign Enhancement Project – Phase 1**

The City Council rejected all bids received for the Street Name Sign Enhancement Project – Phase 1.

### **10.5 Contract Award with Leighton Consulting, Inc. for Geotechnical Services of the Schleisman Road Extension and Hamner Place Storm Drain Project**

1. Approved a professional services agreement with Leighton Consulting, Inc. in the amount of \$44,904 for the Geotechnical Services of the Schleisman Road Extension and Hamner Place Storm Drain Project; and
2. Authorized the City Manager to execute all necessary documents.

### **10.6 Chain of Command Administrative Policy**

The City Council adopted the Chain of Command Administrative Policy.

## **ITEM(S) REMOVED FROM THE CONSENT CALENDAR**

### **10.1 City Council Meeting Minutes**

Councilmembers discussed the item and staff answered related questions.

On motion of Councilmember Lorimore and second by Councilmember Rigby, the

City Council voted 4-1, with Councilmember Tessari voting no, to approve the minutes of the regular meeting held on January 22, 2020.

**11. PUBLIC HEARINGS – None**

**12. CITY COUNCIL BUSINESS**

**12.1 Award a Contract to Michael Baker International for Eastvale 2040 General Plan Update**

Gina Gibson-Williams, Community Development Director made a presentation and responded to City Council inquiries.

Mayor Plott opened the public comment period.

Keith White, Eastvale Resident, expressed his desire for a special needs baseball field; expressed his support for additional entertainment venues in the City.

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

The City Council discussed the item and staff answered related questions.

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

1. Award a contract to Michael Baker International in the amount of \$1,295,000.00 plus a 10 % contingency for a total not to exceed amount of \$1,424,500, to assist the City with the management and execution of the Eastvale 2040 General Plan Update; and
2. Authorize the City Manager to execute a contract with Michael Baker International for a not to exceed amount of \$1,424,500 for the Scope of Work provided based on the City's form agreement for professional services, subject to review and approval by the City Attorney.

**12.2 Update from Strategic Plan Review and Workshop**

Senior Management Analyst Adams summarized the staff report and responded to City Council inquiries.

Mayor Plott opened the public comment period.

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

The City Council discussed the item and staff answered related questions.

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

1. Approve the updated timeframe for the recommended actions in the Strategic Plan and;
2. Amend the Strategic Plan to include the new proposed initiatives from the Strategic Plan Review and Workshop held on January 8, 2020.

### **12.3 City of Eastvale's Pilot Leadership Academy**

Senior Management Analyst Adams summarized the staff report and responded to City Council inquiries.

Mayor Plott opened the public comment period.

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

The City Council discussed the item and staff answered related questions.

By consensus, the City Council received and filed the City of Eastvale's Pilot Leadership Academy program outline with modification to make the program available to Juniors and Seniors from High School.

### **12.4 Fiscal Year 2019-20 Mid-Year Budget Review**

Finance Director/City Treasurer Wells made a presentation and responded to City Council inquiries.

Mayor Plott opened the public comment period.

Michael O' Connor, Eastvale Resident, discussed the combining of the City Clerk position with the Public Information Officer position and the proposed changes with the Street Sweeping Officer position.

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

The City Council discussed the item and staff answered related questions.

On motion of Councilmember Tessari and second by Councilmember Rigby, the City Council voted 3-2, with Mayor Pro Tem Yow and Councilmember Lorimore voting no, to:

1. Approve and Adopt Resolution No. 20-XX Mid-Year Budget Appropriation
2. Approve and Adopt Resolution No. 20-XX Gann Appropriation Limit Amendment
3. Approve and Adopt Resolution No. 20-XX Establishing the Revised List of Authorized Positions for the Mid-Year 2019-20 Budget

4. Approve and Adopt Resolution No. 20-XX Authorizing the amendments to the City's Salary Schedule and Range Table

## **12.5 Administrative Nuisance Abatement & Citation Ordinance Update**

City Attorney Vega summarized the staff report and responded to City Council inquiries.

Mayor Plott opened the public comment period.

Michael O' Connor, Eastvale Resident, expressed his support for the proposed ordinance; expressed his concern over a meeting body overseeing the appeal process; stated that decomposed granite and mulch should be allowed as groundcover.

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

The City Council discussed the item and staff answered related questions.

On motion of Councilmember Tessari and second by Councilmember Rigby, the City Council voted unanimously to Introduce, read by title and waive further reading of Ordinance No. 2020-XX, with direction that "decomposed granite" and "mulch" from the list of prohibited groundcover be removed, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, REPEALING CHAPTER 1.16 (ADMINISTRATIVE HEARINGS), ADDING A NEW CHAPTER 8.17 (ADMINISTRATIVE CITATIONS AND FINES), AMENDING CHAPTER 8.18 (ADMINISTRATIVE NUISANCE ABATEMENT), AND MAKING OTHER NONSUBSTANTIVE EDITS TO THE EASTVALE MUNICIPAL CODE

## **12.6 Approve the Purchase of Additional Driver Feedback Trailers**

Contract Engineer Hemsley summarized the staff report and responded to City Council inquiries.

Mayor Plott opened the public comment period.

Keith White, Eastvale Resident, expressed the need for feedback trailers on Hamner Avenue by the Swan Lake Community.

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

The City Council discussed the item and staff answered related questions.

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

1. Approve purchase of ten Fortel 32"x42" display driver feedback signs at a cost of approximately \$46,359.44; and
2. Approve Resolution 20-XX for a budget amendment for allocation of Measure A funds; and
3. Authorize the City Manager to execute the required documents.

**13. CITY MANAGER REPORT/CITY STAFF REPORT**

City Manager Jones provided an update on upcoming City events.

**14. CITY COUNCIL COMMUNICATIONS/COMMITTEE REPORTS**

**14.1 League of California Cities**

Councilmember Lorimore provided a report.

**14.2 Southern California Association of Governments**

Councilmember Lorimore provided a report.

**14.3 Western Riverside Council of Governments**

Councilmember Tessari provided a report.

**14.4 Riverside Transit Agency**

Keith White, Eastvale Resident, provided a report.

**14.5 Northwest Mosquito and Vector Control District**

No update was provided.

**14.6 Riverside County Transportation Commission**

Councilmember Lorimore provided a report.

**14.7 Western Riverside County Regional Conservation Authority**

Mayor Pro Tem Yow provided a report.

**14.8 JCSD Parks Commission**

No report was provided.

**14.9 Western Community Energy**

Councilmember Rigby provided a report.

#### **14.10 Finance Committee**

No report was provided.

#### **14.11 City Council Communication**

Councilmember Rigby discussed the recent 65<sup>th</sup> Street workshop; thanked the Riverside Sheriff's Department for their recent handling of grow houses in the community; discussed the Serifina parking issues; stated that he will discuss the closing of the Estancia Neighborhood at the upcoming Eastvale Schools Committee meeting; stated that Airbnb's are illegal in the City; discussed the recent Neighborhood Watch Captains Meeting.

Mayor Pro Tem Yow shared a photo of the Mousetail plant, which is the species of the month; discussed the recent Census Count Committee meeting; discussed the recent Point-In-Time Homeless Count in the City; stated that she would not be in attendance at the next City Council meeting; discussed the upcoming Eastvale Schools Committee meeting; discussed the upcoming opening day of the Eastvale girls softball league.

Mayor Plott discussed the upcoming "Just Move" campaign.

**ADJOURNMENT** – Mayor Plott adjourned the meeting at 10:48 p.m. The next regular meeting of the Eastvale City Council is scheduled for Wednesday, February 26, 2020 at 6:30 p.m.

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Marc A. Donohue, MMC  
City Clerk



February 2020

# EASTVALE CONNECTION

## PUBLIC MEETING SCHEDULE



### EASTVALE CITY COUNCIL

Wednesday, March 11, 2020 @ 6:30 p.m.

### EASTVALE PLANNING COMMISSION

Wednesday, March 18, 2020 @ 6:00 p.m.

### EASTVALE PUBLIC SAFETY COMMISSION

Tuesday, March 24, 2020 @ 6:00 p.m.

### EASTVALE PARKS COMMISSION\*

No Scheduled Meeting this Month

Meetings are held at: Eastvale Council Chambers | 12363 Limonite Ave. Suite 900

\*Parks Commission meetings are held at: Eastvale Community Center

## UPCOMING EVENTS

February 27, 2020: ECOC 10th Year Celebration

March 21, 2020: US Passport Day

April 18, 2020: Residential Clean-Up and Paper Shredding Event

April 25, 2020: Mary Kay Foundation's MK5K

## Stay Connected!



12363 Limonite Ave. Ste. 910  
Eastvale, CA 91752

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## AGENDA STAFF REPORT

City Council Meeting

Consent Calendar

Agenda Item No. 10.3

February 26, 2020

## Communications Monthly Summary

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**Prepared By:** Bobbi Hawkins, Communications Specialist

### Recommended Action(s)

Receive and file the Communications Monthly Summary.

### Summary

The City of Eastvale's Communications Team works to provide important and valuable information to the community to ensure the community is kept up to date with City occurrences. This information is disseminated through various platforms including the City's website, social media platforms, and coordinated media releases. A monthly summary is provided to capture the avenues of outreach that is taken to inform the residents of Eastvale.

### Background

The City of Eastvale provides information to constituents through the City's website, social media and press releases. The City's website, contains information pertaining to City Council and Commission agendas, minutes, community events, crime prevention, safety tips, frequently asked questions and more. By visiting the City's website, residents can also subscribe to Eastvale's e-notification system. E-notification is a free service provided by City Hall, where subscribers can select the types of notifications they would like to receive by email. Links are also available to the City's Facebook, Twitter, Instagram and LinkedIn accounts. Additionally, the City collaborates with our partner agencies to coordinate press releases that are disseminated using the above networks.

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

None.

**Fiscal Impact**

None.

**Prior City Council/Commission Action**

None.

**Attachment(s)**

1. Social Media Report of Outreach & Engagement

# Social Media Report of Outreach & Engagement



## City Council Meeting - February 26, 2020

### Aggregate overview



**26,780**  
Audience



**25,931**  
Engagements



**232,148**  
Impressions

### Aggregate audience

**26,780**

Total audience of all social accounts



**58%**  
Facebook

**30%**  
Instagram

**12%**  
Twitter

### Aggregate engagements

**25,931**

Total engagements of all social accounts



**98%**  
Facebook

**1%**  
Instagram

**1%**  
Twitter

### Aggregate impressions

**232,148**

Total impressions of all social accounts



**70%**  
Facebook

**27%**  
Instagram

**3%**  
Twitter



## **AGENDA STAFF REPORT**

**City Council Meeting**

**Consent Calendar**

**Agenda Item No. 10.4**

**February 26, 2020**

## **Crime Statistics – December 2019**

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**Prepared By:** Eva Terekhova, Emergency Management Specialist

### **Recommended Action**

Receive and file the Eastvale Crime Statistics for December 2019.

### **Summary**

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

### **Background**

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

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

At the July 26, 2017 meeting, City Council recommended that staff add columns reflective of felony and misdemeanor arrests. During the September 26, 2017 meeting, City Council recommended staff add traffic violations/citations data and the total calls for service broken down per month. Crime statistics that were released in the time that passed since the last meeting of the City Council are attached.

**Strategic Plan Action – Priority Level: 1A | Target #: 2 | Goal #: 4**

Explore implementation of traffic enforcement and education opportunities and grants (e.g. education regarding intoxicated/distracted drivers); and provide public information on crime statistics

**Fiscal Impact**

None.

**Prior City Council/Commission Action**

July 25, 2017: Approved by the Public Safety Commission

September 26, 2017: Approved by City Council

**Attachment(s)**

1. December 2019 Crime Statistics



# City of Eastvale Crime Statistics December 2019



## VIOLENT CRIME STATISTICS

VIOLENT CRIMES													
*ESTIMATED 2019 POPULATION = 66,078													
	DEC 2019	CRIME RATE PER 1000	DEC 2018	CRIME RATE PER 1000	NOV 2019	CRIME RATE PER 1000	OCT 2019	CRIME RATE PER 1000	SEP 2019	CRIME RATE PER 1000	YTD 2019	YEAR END TOTAL 2018	YEAR END TOTAL 2017
HOMICIDE	0	0.00	0	0	0	0.00	0	0.00	0	0	0	1	0
RAPE	1	0.02	0	0	1	0.02	1	0.02	0	0	3	5	0
ROBBERY	0	0.00	2	0.03	2	0.03	4	0.06	0	0	25	27	23
AGGRAVATED ASSAULT	9	0.14	5	0.08	4	0.06	8	0.12	7	0.11	52	27	30
ARSON	0	0	0	0	0	0	0	0	0	0	0	0	2
<b>TOTAL</b>	<b>10</b>	<b>N/A</b>	<b>7</b>	<b>N/A</b>	<b>7</b>	<b>N/A</b>	<b>13</b>	<b>N/A</b>	<b>7</b>	<b>N/A</b>	<b>80</b>	<b>60</b>	<b>55</b>

## NON VIOLENT CRIME STATISTICS

PROPERTY CRIMES													
*ESTIMATED 2019 POPULATION = 66,078													
	DEC 2019	CRIME RATE PER 1000	DEC 2018	CRIME RATE PER 1000	NOV 2019	CRIME RATE PER 1000	OCT 2019	CRIME RATE PER 1000	SEP 2019	CRIME RATE PER 1000	YTD 2019	YEAR END TOTAL 2018	YEAR END TOTAL 2017
BURGLARY	12	0.18	13	0.20	16	0.24	16	0.24	16	0.24	150	139	211
VEHICLE THEFT	14	0.21	12	0.19	12	0.18	4	0.06	7	0.11	118	130	171
LARCENY THEFT	68	1.03	55	0.85	65	0.98	62	0.94	70	1.06	657	667	939
MAIL THEFT	12	0.18	10	0.15	5	0.08	10	0.15	7	0.11	65	72	303
INJURY TC'S	24	0.36	23	0.35	22	0.33	22	0.33	18	0.27	202	215	138
FELONY ARREST	15	0.23	14	0.22	28	0.42	23	0.35	9	0.14	201	166	166
MISDEMEANOR ARREST	40	0.61	36	0.56	13	0.20	35	0.53	39	0.59	354	383	270
TRAFFIC CITATIONS	152	2.30	217	3.35	269	4.07	289	4.37	270	4.09	3,335	3,299	5,191
<b>TOTAL</b>	<b>337</b>	<b>N/A</b>	<b>380</b>	<b>N/A</b>	<b>430</b>	<b>N/A</b>	<b>461</b>	<b>N/A</b>	<b>436</b>	<b>N/A</b>	<b>5,082</b>	<b>5,071</b>	<b>7,358</b>

## TOTAL CALLS FOR SERVICE/FILE #S GENERATED

YEAR: 2019												POPULATION: 66,078	TOTAL YTD: 24,587
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC		
1,848	1,713	2,155	2,097	2,104	2,036	1,967	2,298	2,095	2,091	2,023	2,160		

YEAR	POPULATION	TOTAL CALLS FOR SERVICE/FILE #S
2018	64,855*	28,383
2017	64,613*	32,295
2016	63,214*	31,234
2015	60,881*	26,556
2014	59,421*	28,641
2013	57,478*	28,982

### LEGEND

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



## AGENDA STAFF REPORT

City Council Meeting

Consent Calendar

Agenda Item No. 10.5

February 26, 2020

## Planning Department Update

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**Prepared By:** Gina Gibson-Williams, Community Development Director

### Recommended Action(s)

Receive and file the Planning Department Update

### Summary

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

### Background

None.

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

Not Applicable.

### Fiscal Impact

Not Applicable.

### Prior City Council/Commission Action

Not Applicable.

[Return to Agenda](#)

**Attachment(s)**

Planning Project Status List and Map



# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

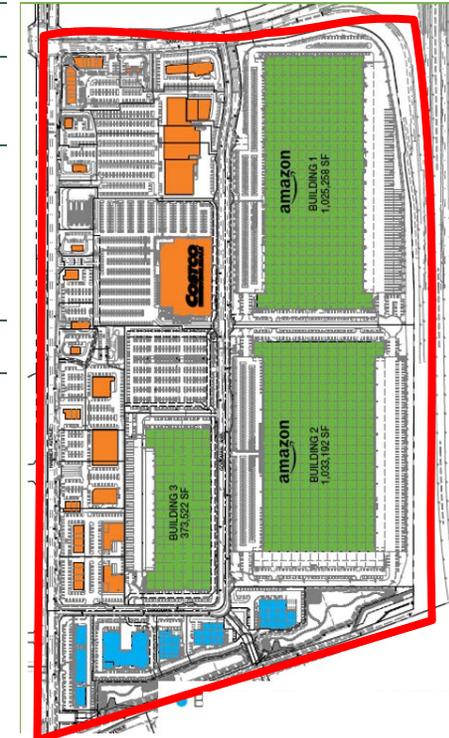
## Map ID: 1

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

### Notes:

- Approved by City Council on November 12, 2014
- See the following projects for more recent activity at the Goodman Commerce Center Development:
  - Map ID #8: Project No. PLN16-00028: Retail Center CR-4 and CR-5 pads
  - Map ID #12: Project No. PLN17-20033: Retail Building CR-3 – Starbucks & other tenants
  - Map ID #16: Project No. PLN18-20014: Retail Building CR-12 – Quick Quack Carwash
  - Map ID #23: Project No. PLN18-20042: Retail Building CR-11 – Multi-Tenant
  - Map ID #27: Project No. PLN19-20006: Retail Building CR-10- Chick-fil-A
  - Map ID #45: Project No. PLN 19-20063 Retail Building CR-8 – Altura Credit Union
  - Map ID #46: Project No. PLN 19-20064 Retail Building CR-6 – Meet Fresh

### Project Map:



### Current Status:

- Approved.
- Various buildings complete, operating and under construction.

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

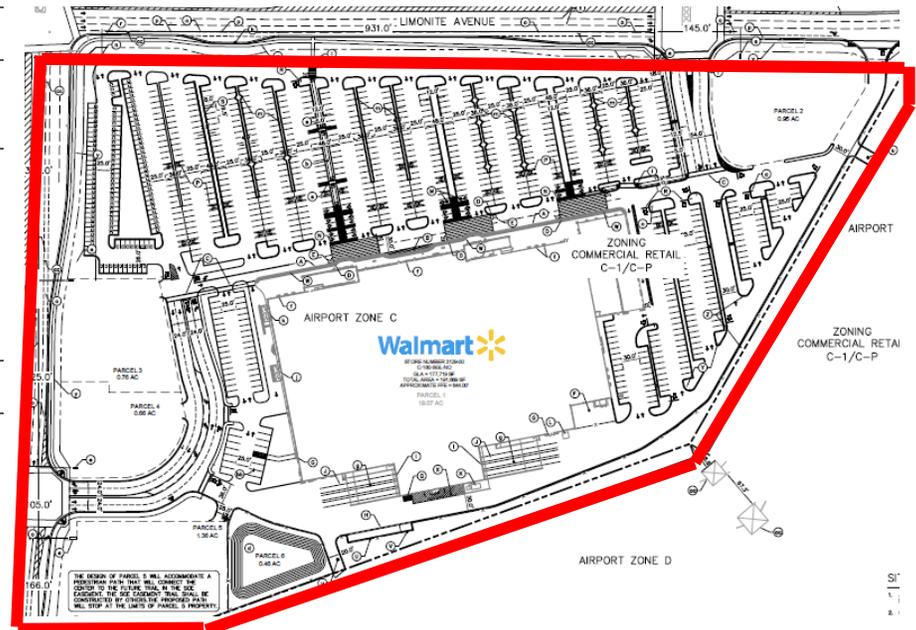
Map ID: 2

<b>Project:</b>	Walmart – Eastvale Crossings
<b>Project No.</b>	12-0051
<b>Project Location:</b>	Southeast corner of Limonite and Archibald Avenues (APN 144-030-039)
<b>Project Description:</b>	General Plan Amendment, Change of Zone, Major Development Review, five Conditional Use Permits, Tentative Tract Map No. 35061, and Variance for the development of a 177,000 +/- sq. ft. retail store and several outparcels on 24.78 acres.  CEQA: Environmental Impact Report (certified)
<b>Planner:</b>	Aaron Lobliner

**Notes:**

- City Council approval on April 26, 2017.
- Project was reviewed by the Riverside County Airport Land Use Commission and received a conditional finding of conformance with the Chino Airport Land Use Compatibility Plan.
- Public review of DEIR available from September 27 to November 17, 2016.
- On March 15, 2017, the Planning Commission reviewed and recommended approval of the project to City Council.
- City Council public hearing on April 12, 2017, with a staff recommendation to continue the hearing to April 26, 2017.
- City Council approval on April 26, 2017. Notice of Determination recorded on April 27, 2017.

**Project Map:**



**Current Status:**

- Approved.
- Waiting for applicant to submit construction plans.
- Scheduled for January 15, 2020 Planning Commission consideration for Tentative Tract Map – Extension of Time (PLN19-20052)
- Extension of Time (PLN19-20052) has been approved by the Planning Commission on 1/15/2020

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

Map ID: 3

**Project:** The Campus (former Providence Business Park)

**Project No.** 12-0750

**Project Location:** West of Archibald Avenue and approximately 750 ft. south of Limonite Avenue (APNs 144-010-002, -033, -037 & -038)

**Project Description:** Change of Zone, Major Development Review, and Tentative Parcel Map for the development of a business park consisting of 11 new industrial buildings ranging from 12,850 square feet to 129,000 square feet (totaling approximately 694,770 square feet), one 2-story office building of 33,600 square feet, and two retail buildings totaling 10,600 square feet on 53.37 gross acres of vacant land (former Bircher's site).

CEQA: EIR Addendum

**Planner:** Aaron Lobliner

## Notes:

- Approved by City Council on April 9, 2014
- All industrial buildings are built and occupied.
- See the following projects for more recent activity at The Campus (former Providence Business Park) Development:
  - Map ID# 26: PLN19-20001 The Campus Self-Storage Facility DR, CUP
  - Map ID# 28: PLN19-20008 The Campus 7-Eleven DR, CUP
- Front land abutting Archibald has been entitled with The Campus Self-Storage and The Campus 7-Eleven.

## Project Map:



## Current Status:

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

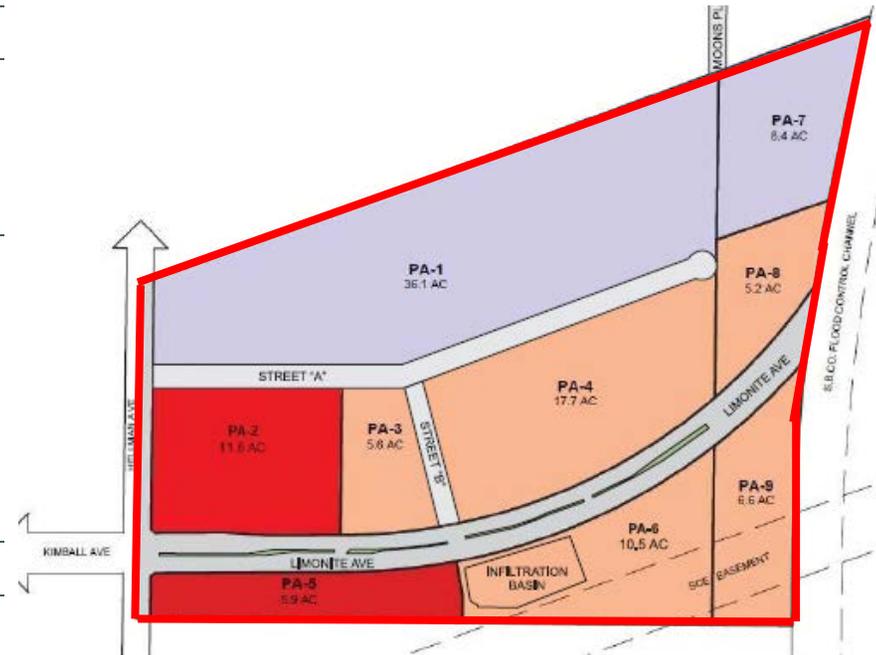
February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

## Map ID: 4

<b>Project:</b>	The Ranch
<b>Project No.:</b>	15-0783
<b>Project Location:</b>	Northeast and southeast corners of Hellman and future Limonite (Kimball) Avenues, west of Cucamonga Creek Channel. Moons Site (APNs: 144-010-008-0, 144-101-013-4) and Rodriguez Site (APN: 144-010-009-1)
<b>Project Description:</b>	<ul style="list-style-type: none"> <li>• Specific Plan Amendment to modify boundaries for Planning Areas 1 through 6, land use designation for Planning Area 5, and revisions to allowable uses. No revisions to Planning Areas 7 through 9.</li> <li>• Major Development Review for six (6) industrial buildings totaling 985,000 square feet on six (6) parcels.</li> <li>• Tentative Parcel Map No. 36787 to subdivide approximately 97 gross acres into 14 legal parcels.</li> </ul> CEQA: EIR Addendum
<b>Planner:</b>	Aaron Lobliner

Project Map



- Notes:**
- Approved by City Council on December 9, 2015.
  - February 19, 2016, a new owner purchased the six (6) industrial lots.
  - Monument Sign approved on February 1, 2018.
  - See the following projects for more recent activity at The Ranch:
    - Map ID# 15: Project No. PLN18-20007: Eastvale 88,000 square-foot Warehouse building in Planning Area 3.
    - Map ID #24: Project No. PLN18-20050: Howard Industrial -Major Development Review, Tentative Map for Planning Areas 7, 8 and 9.
    - Map ID #36: Project No. PLN19-20034: Transwestern – Major Development Review, Amendment to Tentative Parcel Map for Planning Areas 7, 8, and 9.
    - **Map ID #37: Project No. PLN19-20035: Summit Development – Major Development Review for Planning Area 6.**

**Current Status:**

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

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

Map ID: 5

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

## Notes:

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

## Project Map:



## Current Status:

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

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

Map ID: 6

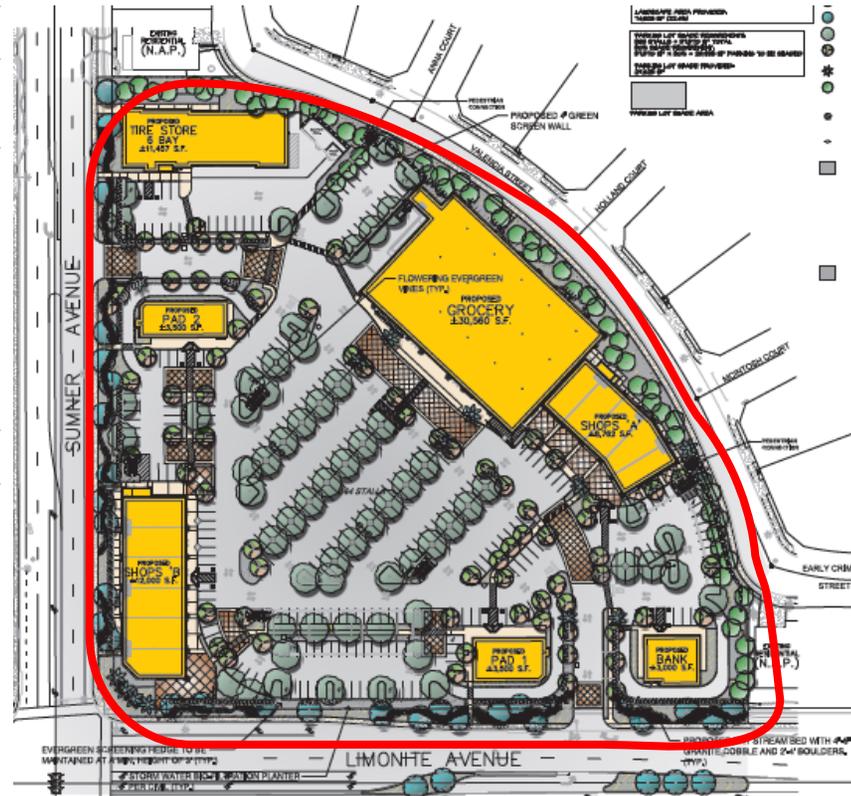
<b>Project:</b>	Eastvale Marketplace
<b>Project No.:</b>	15-0958
<b>Project Location:</b>	Northeast corner of Limonite and Sumner Avenue (APNs 164-030-019)
<b>Project Description:</b>	Major Development Review for the development of a new neighborhood retail center with multi-tenant and single tenant buildings totaling 72,779 sq. ft. on 7.64 acres, Conditional Use Permits for the operation of three drive-through facilities and a tire store, and Conditional Use Permit for the sales of alcohol in the grocery store.  CEQA: Mitigated Negative Declaration
<b>Planner:</b>	Aaron Lobliner

**Notes:**

- See the following projects for more activities at Eastvale Marketplace:
  - Map ID #30: Project PLN19-20018: Big Wok Alcohol CUP
- Vines along the back of Smart & Final and trees along the pedestrian walkway in the parking lot have been installed.
- Benches and potted plants have been added to the patio area east of Smart & Final.
- The multi-tenant building on the corner of Sumner and Limonite ("Shops B") are under new ownership.



**Project Map:**



**Current Status:**

- Approved.

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

**Map ID: 7**

<b>Project:</b>	Vantage Point Church
<b>Project No.</b>	15-1174
<b>Project Location:</b>	8500 Archibald Ave. (APN: 130-080-005 and -008)
<b>Project Description:</b>	Major Development Review for the development of an approximately 85,000 sq. ft. church which includes a sanctuary, classrooms, cafe, and a bookstore on 10.43 acres.  CEQA: Mitigated Negative Declaration
<b>Planner:</b>	Aaron Lobliner

**Project Map:**



**Current Status:**

- Approved.
- Building construction plans approved October 9, 2019.
- Undergoing site grading

**Notes:**

- Major Development Review and Conditional Use Permit (CUP) received on May 1, 2015. (Staff later determined CUP was not needed.)
- Planning Commission approval on March 21, 2018. Approval letter, final COAs, and stamped plans to applicant on April 12, 2018.
- Comment letter to applicant on construction plans on June 4, 2018. Construction plans 3<sup>rd</sup> submittal received July 24, 2018.
- Grading Plan approved on August 21, 2018.
- Construction building plans approved on October 9, 2018. Grading Plan approved on August 21, 2018.
- Landscape plans approved on October 18, 2018



1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

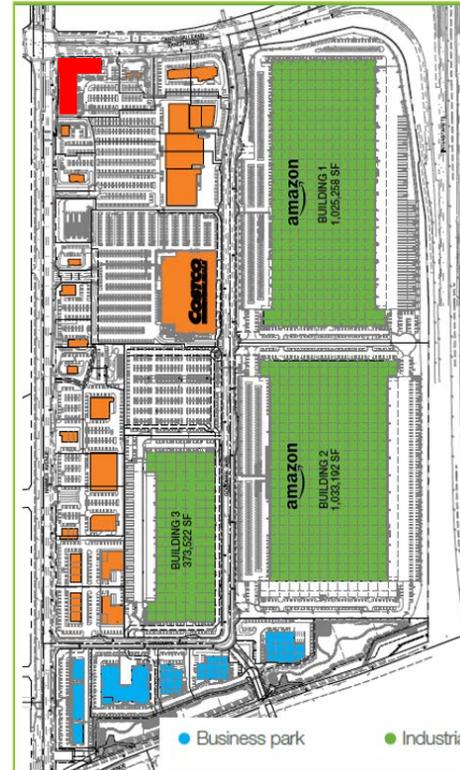
Map ID: 8

<b>Project:</b>	Goodman Retail Center – Corner Buildings
<b>Project No.</b>	16-00028
<b>Project Location:</b>	Southeast corner of Cantu Galleano Ranch Road and Hamner Ave.
<b>Project Description:</b>	Major Development Review for the development of 2 multi-tenant retail buildings (CR-4 and CR-5) totaling approximately 26,260 square feet in the retail area adjacent to Costco at the Goodman Commerce site.  CEQA: Previously certified EIR
<b>Planner:</b>	Aaron Lobliner

**Notes:**

- Major Planning Commission approval on March 7, 2017
- Planning approved construction plans for the first two retail buildings (CR-4 & CR-5), and site improvement plans for retail center on March 26, 2018.
- See the following projects for other retail projects in the Goodman Commerce Center:
  - Map ID #12 Project No. PLN17-20033: Retail Building CR-3 – Starbucks
  - Map ID #16 Project No. PLN18-20014: Retail Building CR-12 – Quick Quack Carwash
  - Map ID #45: Project No. PLN 19-20063 Retail Building CR-8 – Altura Credit Union
  - Map ID #46: Project No. PLN 19-20064 Retail Building CR-6 – Meet Fresh

**Project Map:**



**Current Status:**

- Approved.
- Both buildings are under construction.

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

Map ID: 9

**Project:** Medical Office Building and Dialysis Center at The Marketplace at The Enclave

**Project No.** PLN16-00038

**Project Location:** 14252/14260 Schleisman Rd; at The Marketplace at The Enclave shopping center (144-860-018 and 114-860-020)

**Project Description:** Major Development Review for the construction of a 30,000-sq. ft. two story medical office building and 10,000-sq. ft. dialysis center on the empty area at the south end of the shopping center.

CEQA: Previously certified EIR

**Planner:** Allen Lim

**Notes:**

- Approved by Planning Commission on May 17, 2017.
- Approved Building Construction Plan for the 2-story medical office building.
- Landscape plans approved
- Construction Trailer Temporary Use Permit approval letter to applicant on February 12, 2019
- Crosswalk has been modified according to the conditions of approval.
- Revisions for the 2-story office building was received on May 29, 2019; comments provided June 3, 2019.



**Project Map:**



**Current Status:**

- DaVita Dialysis Center is completed
- 2-story medical office building is under construction

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

Map ID: 10

<b>Project:</b>	South Milliken Distribution Center
<b>Project No.:</b>	PLN17-20013
<b>Project Location:</b>	East of Milliken Avenue, north of the SR-60, 0.2-mile west of the I-15/SR-60 interchange, and 0.4 miles south of Mission Boulevard APNs: 156-030-001 & -002
<b>Project Description:</b>	<ul style="list-style-type: none"><li>General Plan Amendment, Change of Zone, and Major Development Review for the development of a 273,636-square foot industrial warehouse building with 29 dock doors located on a 15.8-acre site. General Plan Amendment of the entire site from Commercial Retail to Light Industrial. Change of Zone for the northern 12.5-acre lot from "C-P-S" to "MM"; no changes to the 3.3-acre lot with "M-M" zoning at southeastern portion of the site.</li><li>CEQA:Not Determined.</li></ul>
<b>Planner:</b>	Aaron Lobliner

## Project Map:



## Notes:

- Received application on April 27, 2017.
- On February 7, 2018 Planning Commission recommended approval to City Council.
- March 14, 2018 City Council continued project to March 28, 2018 Public Hearing.
- On March 28, 2018 City Council approval
- Approval letter, final Conditions of Approval, stamped plans sent to applicant on April 10, 2018.
- Signed resolution sent to applicant on April 11, 2018.
- 2nd year fly survey completed; result is negative

## Current Status:

- Approved

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

Map ID: 11

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

## Notes:

- June 25, 2018, applicant withdrew two Conditional Use Permits (for a drive-through on Pads 2 and for alcohol sales in a future gas station convenience store).
- June 27, 2018: City Council certified the Final EIR and approved all applications. Notice of Determination recorded on June 28, 2018.
- See the following projects in the retail center:
  - Map ID #22: Project No. PLN18-20041: Chevron Gas Station and Convenience Store DR CUP
  - Map ID #33: Project No. PLN19-20023: Lewis Retail Suites Hotel DR CUP
  - Map ID #43: Project No. PLN19-20043: Tony's Chophouse and Retail Suites DR
  - Map ID #44: Project No. PLN19-20044: Appeal Chevron Gas Station and Convenience Store DR CUP
- Mass grading plan received on June 10, 2019; comments provided on June 12, 2019 requesting for documentations showing compliance with the conditions of approval for grading permit issuance.
- Rough grading plans received on June 24, 2019; Received documentation showing compliance to Conditions of Approval and approved July 2, 2019.

## Project Map:



## Current Status:

- Approved by City Council
- Waiting for building construction plans
- Groundbreaking July 12, 2019
- Currently undergoing rough grading.
- Precise Grading plans received December 23, 2019; Comments provided January 6, 2020; Awaiting resubmittal.

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

## Map ID: 12

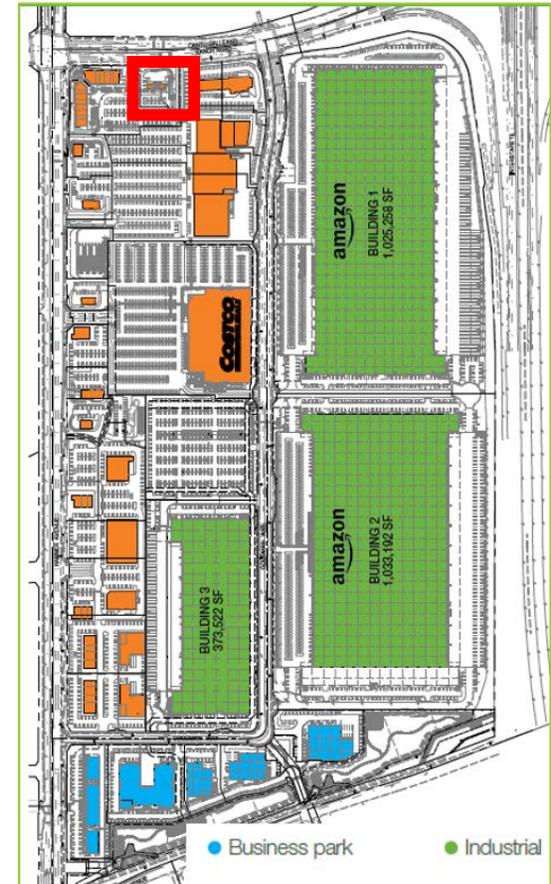
<b>Project:</b>	Goodman Retail Building CR-3 and Starbucks Drive-Through DR & CUP
<b>Project No.</b>	PLN17-20033
<b>Project Location:</b>	Southeast corner of Hamner Avenue and Cantu-Galleano Ranch Road and west of Goodman Way; Goodman Commerce Center
<b>Project Description:</b>	Major Development Review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

### Notes:

- Planning Commission approval on March 21, 2018.
- See the following projects for more recent activity at the Goodman Commerce Center Development:
  - Map ID #8: Project No. PLN16-00028: Goodman Retail Center CR-4 and CR-5 pads
  - Map ID #12: Project No. PLN17-20033: Retail Building CR-3 – Starbucks & other tenants
  - Map ID #16: Project No. PLN18-20014: Retail Building CR-12 – Quick Quack Carwash
  - Map ID #23: Project No. PLN18-20042: Retail Building CR-11 – Multi-Tenant Building
  - Map ID #27: Project No. PLN19-20006: Retail Building CR-10 - Chick-fil-A
  - Map ID #45: Project No. PLN 19-20063 Retail Building CR-8 – Altura Credit Union
  - Map ID #46: Project No. PLN 19-20064 Retail Building CR-6 – Meet Fresh



### Project Map:



### Current Status:

- Starbucks in operation as of February 7, 2019.
- Reviewing Tenant Improvements Plans for other units.

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

Map ID: 13

**Project:** Sendero Cluster Homes by Lennar

**Project No.** PLN17-20043

**Project Location:** West portion of Sendero (Tracts 36775-2, 36775-3, and 36775) at northwest corner of Limonite Avenue and Harrison Avenue.

**Project Description:** Minor Development Review for Master Home Plan of the 6-Pack and 8-Pack at Sendero.

**Planner:** Allen Lim

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



**Project Map:**



**Current Status:**

- Model homes are open.
- Under construction.

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

Map ID: 14

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

## Notes:

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

## Project Map:



## Current Status:

- Project site is currently undergoing grading.
- Model homes are under construction.
- Revised HOA landscape plans approved May 16, 2019.

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

Map ID: 15

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

**Notes:**

- Received application on February 14, 2018.
- On May 16, 2018 Planning Commission approved Major Development Review.



**Project Map:**



**Current Status:**

- Approved construction plans October 31, 2018.
- Currently under construction.

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

Map ID: 16

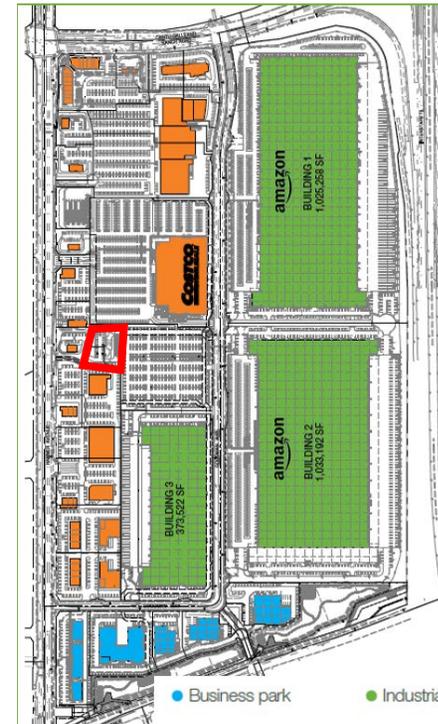
<b>Project:</b>	Goodman Retail CR-12 – Quick Quack Car Wash
<b>Project No.</b>	PLN18-20014
<b>Project Location:</b>	West of Amazon off-site parking lot and south of Costco parking lot in the retail portion of Goodman Commerce Center
<b>Project Description:</b>	Major Development Review for a proposed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

**Notes:**

- Received application on March 21, 2018
- Planning Commission approval on June 20, 2018.
- See the following projects for more recent activity at the Goodman Commerce Center Development:
  - Map ID #8: Project No. PLN16-00028: Goodman Retail Center CR-4 and CR-5 pads
  - Map ID #12: Project No. PLN17-20033: Retail Building CR-3 – Starbucks & other tenants
  - Map ID #16: Project No. PLN18-20014: Retail Building CR-12 – Quick Quack Carwash
  - Map ID #23: Project No. PLN18-20042: Retail Building CR-11 – Multi-Tenant
  - Map ID #27: Project No. PLN19-20006: Retail Building CR-10- Chick-fil-A
  - Map ID #45: Project No. PLN 19-20063 Retail Building CR-8 – Altura Credit Union
  - Map ID #46: Project No. PLN 19-20064 Retail Building CR-6 – Meet Fresh
- Revised construction plans approved on May 30, 2019.



**Project Map:**



**Current Status:**

- Approved
- Quick Quack Car Wash is completed.

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

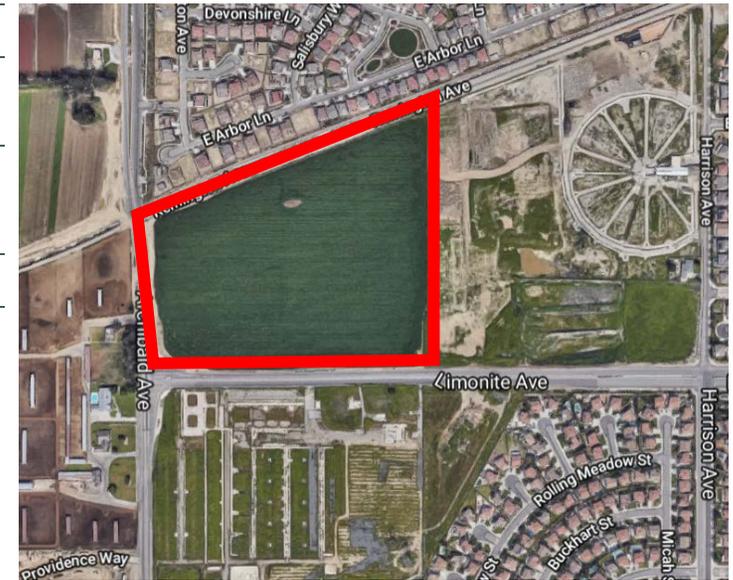
Map ID: 17

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

## Notes:

- Received application on May 24, 2018; Development plans received on June 26, 2018.
- Draft Environmental Impact Report (EIR) available for a 45-day public review period from September 18, 2018, to November 2, 2018.
- Condition Use Permits application submitted on October 1, 2018.
- November 21, 2018, Planning Commission recommended approval of all applications, plus added new conditions for the Major Development Review application.
- December 12, 2018, City Council certified the EIR and approved all applications as recommended by the Planning Commission including the new conditions recommended by the Planning Commission, plus the Council added one new condition for the Major Development Review.
- Construction building plans received April 2, 2019 for Sprouts and Starbucks. Comments provided on April 29, 2019.
- Construction building plans received April 24, 2019 for all industrial buildings (1 through 6). Comments provided on May 22, 2019.
- Construction building plans for Chevron received May 8, 2019; comments provided June 11, 2019.

## Project Map:



## Current Status:

- City Council approval on December 12, 2018.
- January 9, 2019, City Council conducted second reading of ordinance for Change of Zone.
- Received Industrial Precise Grading Plans 8/15
- Received Retail/Commercial Precise Grading Plans 8/20
- Construction building plan resubmittal received 9/17. Comments provided 9/26
- Construction building plans for industrial buildings 1-6 approved by Planning 11/25/19

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

Map ID: 18

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

**Notes:**

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

**Project Map:**



**Current Status:**

- Under construction.
- Model homes are open.
- Waiting for revised FSOD map.
- Precise Grading Plans received December 23, 2019 – Planning approved Precise Grading on January 6, 2020

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

**Map ID: 19**

<b>Project:</b>	Restaurant with Drive-Up Pickup Window (Pizza Hut)
<b>Project No.</b>	PLN18-20037
<b>Project Location:</b>	Northwest corner of Hamner and Schleisman Ave (between Fire Station 27 and 99 Cents Only Store)
<b>Project Description:</b>	<ul style="list-style-type: none"> <li>▪ Major Development Review for the development of a restaurant (proposed to be a Pizza Hut) with a drive-through pickup window.</li> <li>▪ Two Conditional Use Permits for the operation of the drive-through lane and alcohol sales for on-site consumption.</li> <li>▪ Tentative parcel map to subdivide the site into two parcels.</li> </ul>
<b>Planner:</b>	Emily Elliot

- Notes:**
- Received application on July 2, 2018; has been routed to the other departments for review.
  - Application incomplete letter sent to applicant on July 18, 2018.
  - Met with 7-Eleven applicants on August 15, 2018, to discuss their building design
  - Comment letter to applicant on September 17, 2018.
  - Received e-mail from applicant on December 27, 2018 requesting removal of 7-Eleven from the application and refund for CEQA review.
  - Received second submittal March 11, 2019.
  - Second Incompleteness letter out to applicant April 10, 2019.
  - Comment letter sent out to applicant on April 29, 2019.

**Project Map:**



**Current Status:**

- Received third submittal on August 22, 2019.
- Tentative Parcel Map No. 37532 Consideration and Approval by the Planning Commission on November 20, 2019.

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

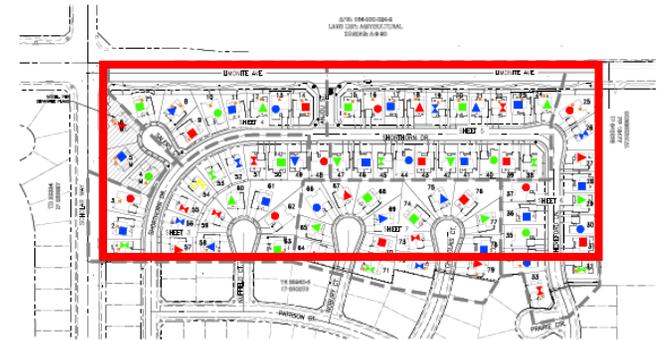
February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

Map ID: 20

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

## Project Map:



## Notes:

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

## Current Status:

- Approved by Planning Director
- Models homes opened on March 9, 2019.

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

Map ID: 21

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

## Notes:

### Major Development Review

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

## Project Map:



## Current Status:

- Approved.
- Grading plans approved June 17, 2019
- Landscape plans approved June 20, 2019
- Construction plans approved July 17, 2019

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

Map ID: 22

<b>Project:</b>	Chevron at Lewis Retail at the Hamner Place (former Polopolus Property)
<b>Project No.</b>	PLN18-20041
<b>Project Location:</b>	7180 Hamner Avenue; northeast corner of Hamner Ave. and Schleisman Rd. (Assessor's Parcel Number 152-060-003)
<b>Project Description:</b>	Major Development Review for a new Chevron gas station with a 3,018 square-foot convenience store, a 3,472 square-foot canopy with five (5) fueling dispensers, and associated site improvements. <ul style="list-style-type: none"><li>• Conditional use permit for sales of beer and wine for off-site consumption.</li></ul>
<b>Planner:</b>	Aaron Lobliner

## Notes:

- Received application on July 24, 2018; has been routed to the other departments for a review.
- Incompleteness letter out to applicant on August 28, 2018.
- Comment letter provided to applicant on September 18, 2018.
- Second revised development plans received November 5, 2018.
  - Second submittal comment letter provided to applicant on November 14, 2018.
- Third revised development plans received January 22, 2019.
  - Incompleteness letter to applicant on February 12, 2019.
  - Comment letter sent to applicant on February 20, 2019.

## Project Map:



## Current Status:

- Planning Commission denied the project on November 20, 2019.
- Applicant has submitted an application to appeal the Planning Commission's decision on November 20, 2019 (See Map ID #44 - PLN19-20055)

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

Map ID: 23

**Project:** Goodman Commerce Center CR-11 – Multi-Tenant Building

**Project No.** PLN18-20042

**Project Location:** Southeast corner of Hamner Avenue and Cantu-Galleano Ranch Road and west of Goodman Way, Parcel 10 of Parcel Map 37208; (Assessor's Parcel Number 160-020-078)

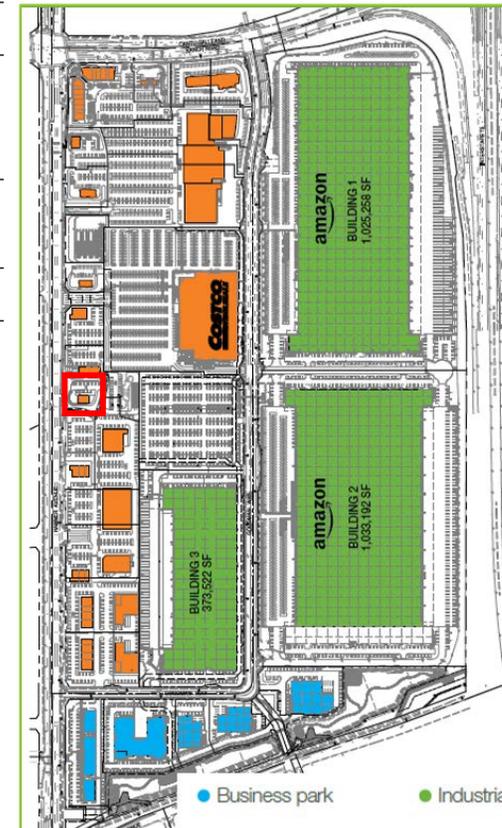
**Project Description:** Major Development Review for a new 6,000 square-foot multi-tenant retail building on a 37,250 square-foot site.

**Planner:** Aaron Lobliner

**Notes:**

- Received application on July 26, 2018.
- Building plans received November 20, 2018. Comments provided to applicant December 27, 2018.
- Approved by Planning Commission on November 8, 2018.
- Landscape plans approved on January 21, 2019.
- Revised construction plans approved on February 19, 2019.

**Project Map:**



**Current Status:**

- Approved by Planning Commission.
- Construction plans approved.

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

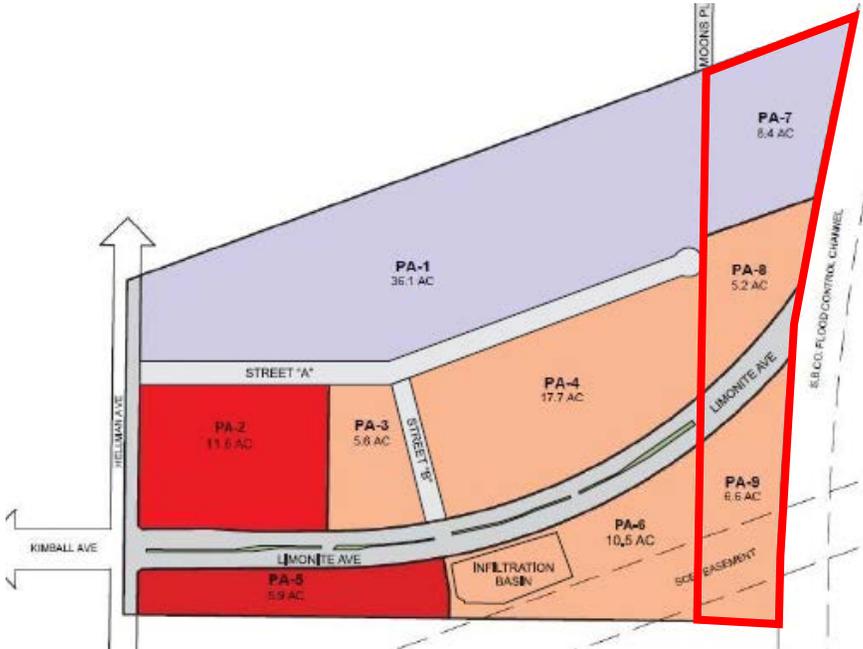
February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

**Map ID: 24**

<b>Project:</b>	Howard Industrial at The Ranch (Rodriguez Site)
<b>Project No.:</b>	PLN18-20050
<b>Project Location:</b>	East end of Limonite Avenue (The Ranch Planning Area 7, 8 and 9); Assessor's Parcel Numbers: 144-010-009 and 144-010-004, and 144-010-005
<b>Project Description:</b>	<ul style="list-style-type: none"> <li>Major Development Review for development of a 21-acre site for light industrial uses located in Planning Areas 7 and 9 of The Ranch Specific Plan</li> <li>Tentative Parcel Map to subdivide the project site.</li> <li>Diminishment of Agricultural Preserve &amp; Williamson Act Cancellation for the project site.</li> </ul>
<b>Planner:</b>	Aaron Lobliner

**Project Map:**



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

**Current Status:**

- Waiting for grading and construction plan submittal.
- Final Cancellation of Williamson Act Contract approved by City Council July 24, 2019.

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

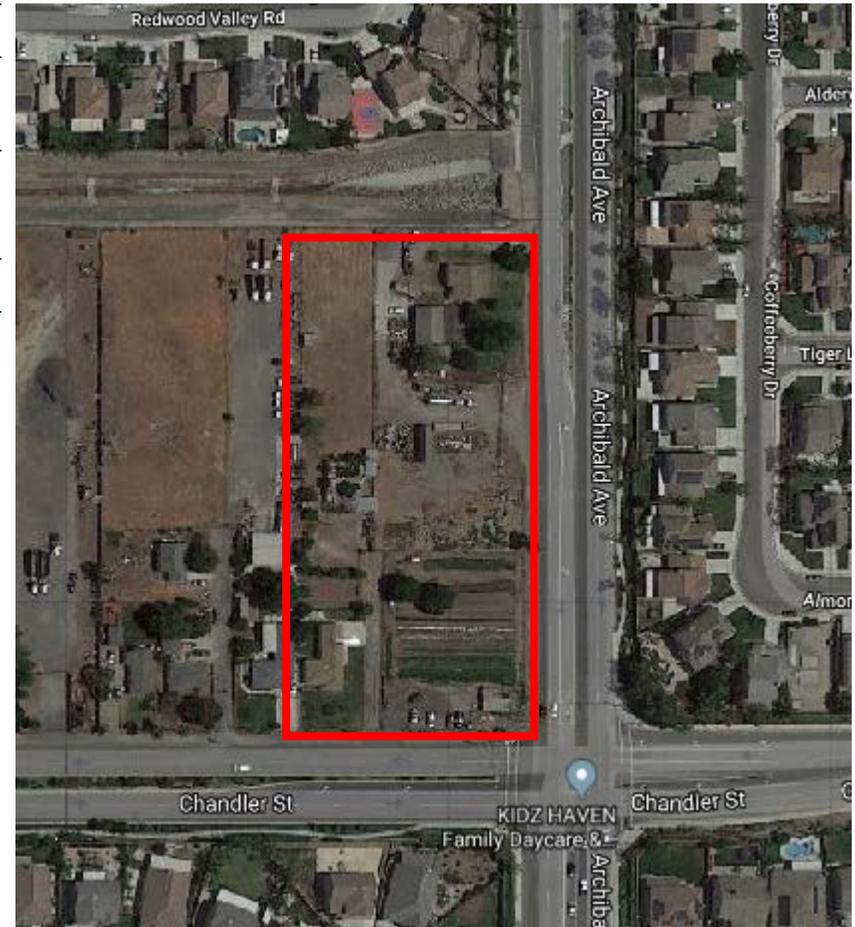
February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

Map ID: 25

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

## Project Map:



## Current Status:

- Waiting for revised submittal.

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

Map ID: 26

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

## Notes:

- Received application on January 22, 2019.
- This project would replace an earlier approval for a two-story office building at this location.
- Application incompleteness letter sent on February 11, 2019.
- Comment letter sent on February 25, 2019.
- Second resubmittal received on February 27, 2019.
- 2<sup>nd</sup> incomplete application letter sent on March 13, 2019.
- 3<sup>rd</sup> resubmittal received on May 23, 2019.
- 4<sup>th</sup> submittal received on June 7, 2019.
- Planning Commission consideration and approval on July 17, 2019.

## Project Map:



## Current Status:

- Approved by Planning Commission.
- Precise Grading plans received January 2, 2020 for department review. Comments have been returned to applicant.

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

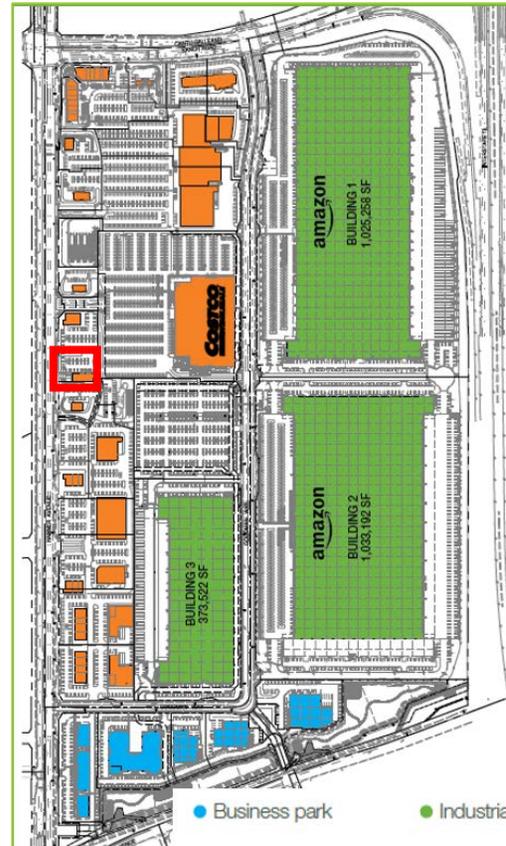
February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

Map ID: 27

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

## Project Map:



## Notes:

- Received application on February 19, 2019.
- Incompleteness letter sent on March 13, 2019.
- Comment letter sent on March 25, 2019.
- Meeting with applicant on April 3, 2019 to discuss comment letter.
- Revised plans received on April 12<sup>th</sup> and April 29<sup>th</sup>.
- Planning Commission approved on May 15, 2019.

## Current Status:

- Construction plans under review.

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

Map ID: 28

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

## Notes:

- Received application on February 26, 2019.
- Incomplete letter sent on March 14, 2019.
- Comment letter sent on March 22, 2019.
- 2<sup>nd</sup> resubmittal received on May 17, 2019.
- 3<sup>rd</sup> submittal received on June 7, 2019.
- Planning Commission consideration and approval on July 17, 2019.

## Project Map:



## Current Status:

- Approved by Planning Commission.

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

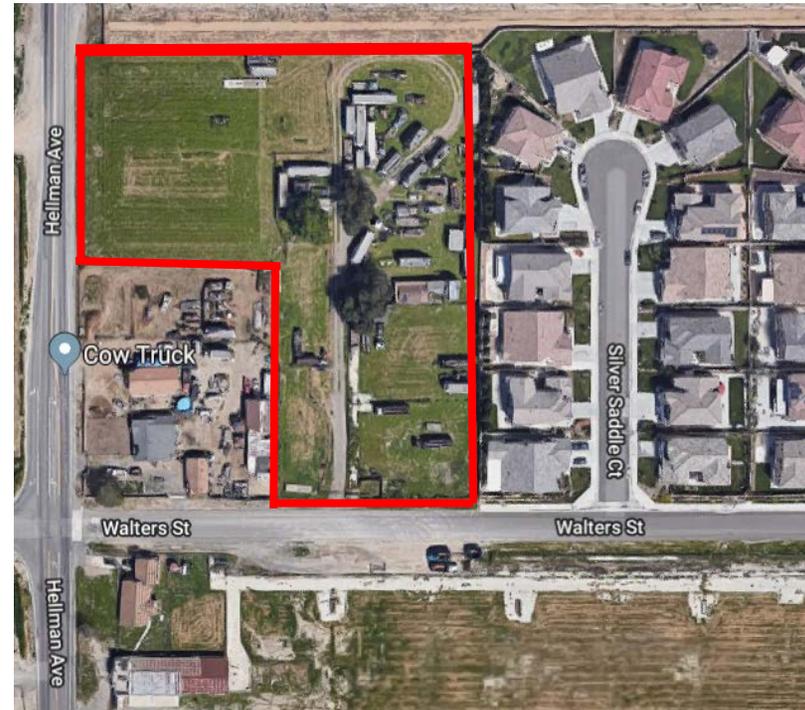
Map ID: 29

<b>Project:</b>	Hindu Temple at Hellman and Walters Pre-App
<b>Project No.</b>	PLN19-20017
<b>Project Location:</b>	7500 Hellman Avenue (Northwest of Hellman and Walters); (Accessor Parcel Number: 144-070-016; 144-070-017; 144-070-018; 144-070-020)
<b>Project Description:</b>	Pre-Application for a Hindu Temple consisting of multiple buildings with a combined total square footage of 40,135-square feet.
<b>Planner:</b>	Aaron Lobliner

**Notes:**

- Received application on May 9, 2019.
- Comment letter sent on June 6, 2019.
- Meeting with Applicant on July 2, 2019 to discuss comment letter.

**Project Map:**



**Status:**

- Waiting for formal application.

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

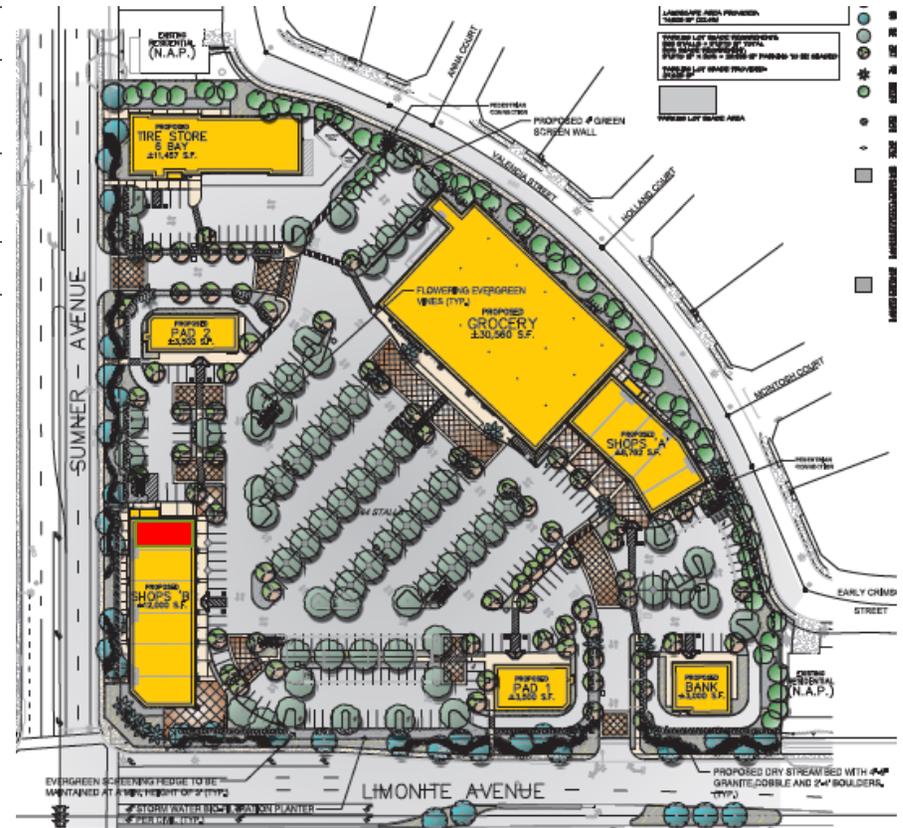
Map ID: 30

<b>Project:</b>	Eastvale Marketplace Big Wok Alcohol CUP
<b>Project No.</b>	PLN19-20018
<b>Project Location:</b>	Eastvale Marketplace 13394 Limonite Avenue Suite 100; (Accessor Parcel Number: 164-030-039)
<b>Project Description:</b>	Conditional Use Permit to allow the sales of beer and wine for on-site consumption.
<b>Planner:</b>	Aaron Lobliner

**Notes:**

- Received application on May 15, 2019.
- Incompleteness letter sent to Applicant on June 10, 2019.
- Requested information received on July 8, 2019.
- Staff is in preparation of staff report and materials for Planning Commission meeting.
- Project presented to Planning Commission for consideration on September 18, 2019. Planning Commission voted 5-0 approving the project.

**Project Map:**



**Current Status:**

- Approval Letter and Conditions of Approval provided to applicant for signature on 10/1/2019 – Signature Received 10/2/2019
- Provided Signed Conditions of Approval to Alcohol Beverage Control.

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

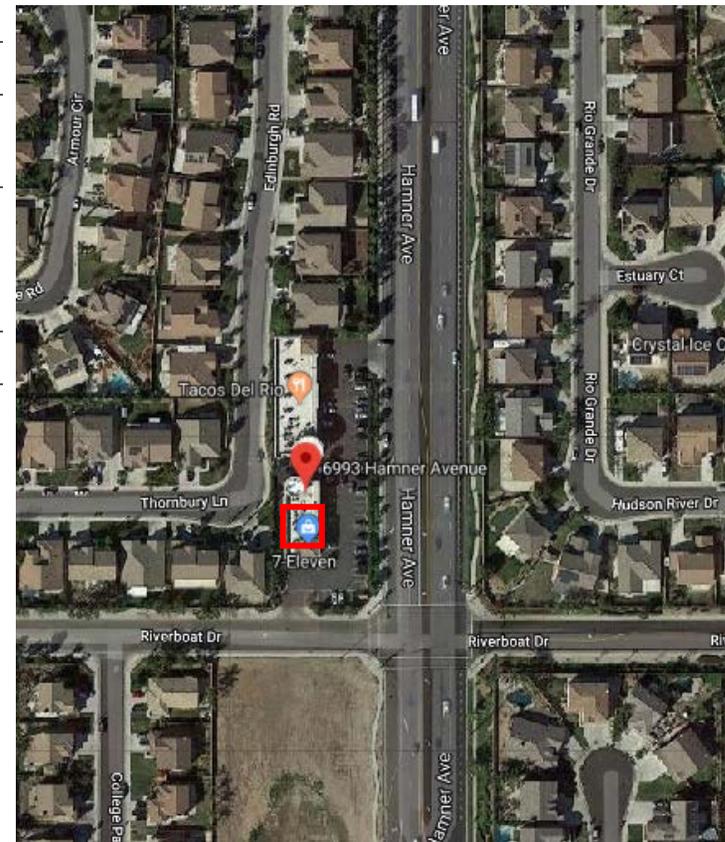
## Map ID: 31

<b>Project:</b>	Existing 7-Eleven on Hamner and Riverboat Alcohol CUP Amendment <b>Appeal</b>
<b>Project No.</b>	PLN19-20020
<b>Project Location:</b>	6993 Hamner Ave Suite B-1; (Accessor Parcel Number: 164-520-017)
<b>Project Description:</b>	Appeal Planning Commission's denial for an Amendment to Conditional Use permit No. CUP0340, to allow the sales of distilled spirits (hard liquor) in addition to beer and wine (Type 21) at the existing 7-11 convenience store.
<b>Planner:</b>	Aaron Lobliner

### Notes:

- Received application on May 28, 2019.
- On June 26, 2019 the City Council approved the appeal.

### Project Map:



### Current Status:

- Approved

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

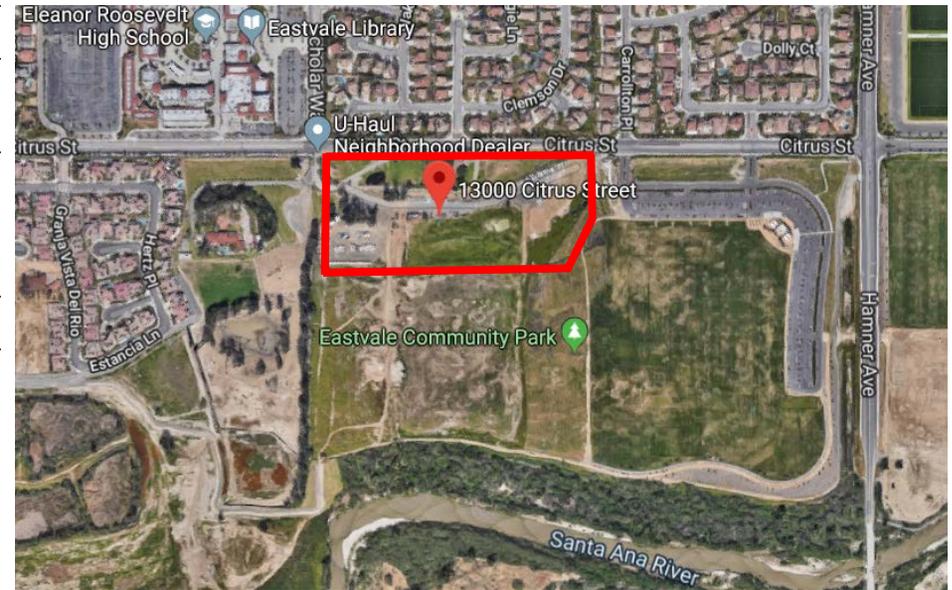
Map ID: 32

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

## Notes:

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

## Project Map:



## Current Status:

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

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

Map ID: 33

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

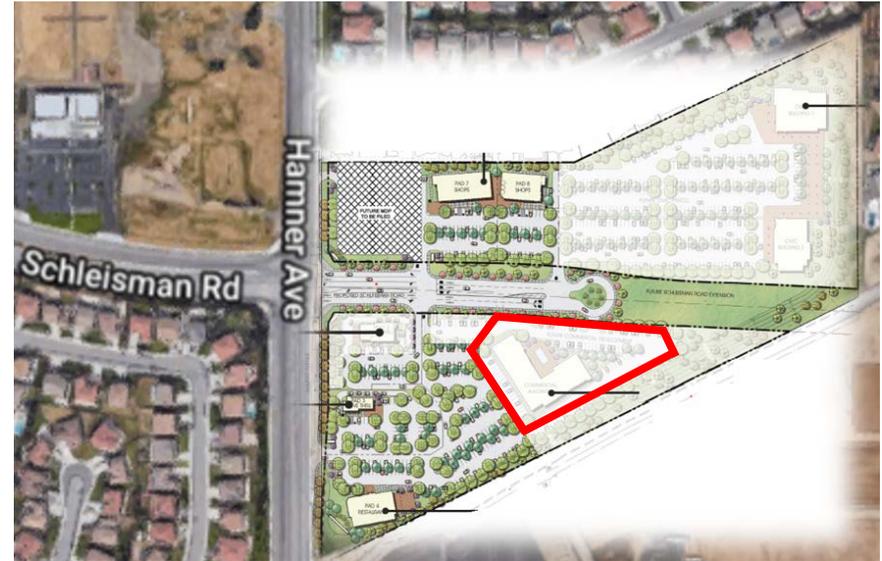
## Notes:

- Received application on June 6, 2019.

See the following project for more information:

- Map ID #11 : PLN17-20015: Hamner Place (former Polopolus Property)

## Project Map:



## Current Status:

- Approved by Planning Commission on June 19, 2019.
- Building plans received for review on January 30, 2020

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

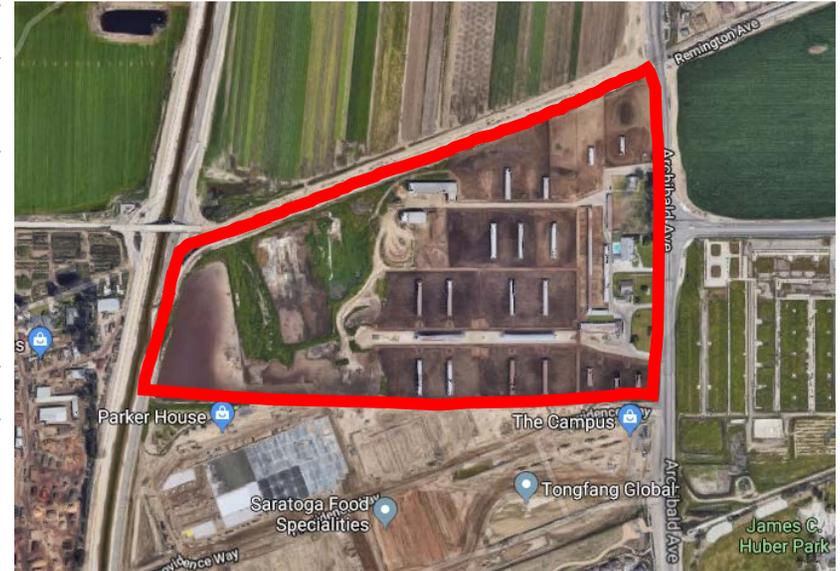
Map ID: 34

<b>Project:</b>	The Homestead
<b>Project No.</b>	PLN19-20026
<b>Project Location:</b>	West of Archibald Avenue at the westerly terminus of Limonite Avenue; (Accessor Parcel Numbers: 144-010-015, -018, -020, -023, -032)
<b>Project Description:</b>	<ul style="list-style-type: none"><li>Major Development Review for construction of seven(7) light industrial/ warehouse buildings</li><li>Change of Zone from A-2 to I-P</li><li>Tentative Parcel Map for subdivision of the site into seven(7) parcels</li><li>Variance from the standard landscape shading requirements.</li></ul>
<b>Planner:</b>	Gina Gibson-Williams/Aaron Lobliner

## Notes:

- Received application on June 25, 2019.
- Submittal received July 2, 2019; routed to other departments for review.
- Request for proposal of an Environment Impact Report (EIR) sent on July 3, 2019. Proposals due on July 24, 2019.

## Project Map:



## Current Status

- EIR screen check draft under review 1/8/20
- Project Under Review

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

Map ID: 35

<b>Project:</b>	The Campus 7-Eleven Gas Station DR Appeal
<b>Project No.:</b>	PLN19-20029
<b>Project Location:</b>	The Campus (West side of Archibald and South of Providence Way); (Accessor Parcel Number: 144-010-063)
<b>Project Description:</b>	<ul style="list-style-type: none"><li>Appeal Planning Commission's approval of a Major Development Review and Conditional Use Permit for development and operation of a convenience store, gas station and carwash.</li></ul>
<b>Planner:</b>	Aaron Lobliner

**Notes:**

- Received application on July 29, 2019.

**Project Map:**



**Current Status:**

- City Council consideration in August 28, 2019.
- City Council denied the appeal and recommended new conditions on August 28, 2019.

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

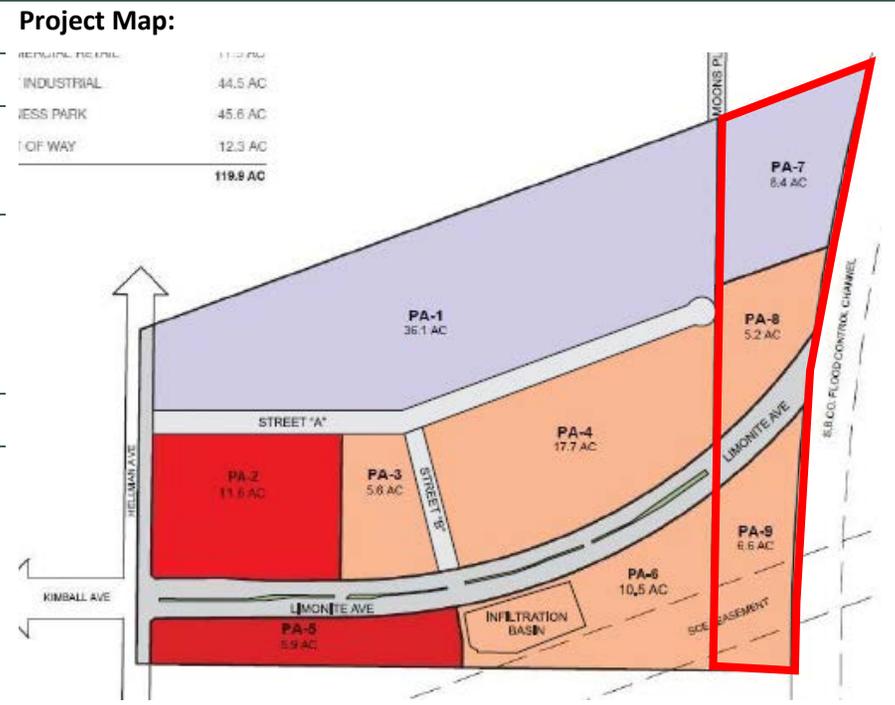
February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

**Map ID: 36**

<b>Project:</b>	The Ranch by Transwestern (Rodriguez Site)
<b>Project No.</b>	PLN19-20034
<b>Project Location:</b>	East end of Limonite Avenue (The Ranch Planning Area 7, 8 and 9); (Assessor's Parcel Numbers: 144-010-009 and 144-010-004, and 144-010-005)
<b>Project Description:</b>	<ul style="list-style-type: none"> <li>Major Development Review (DR) and an Amendment to the Tentative Parcel Map (TPM) to construct 2 light industrial warehouses on the Rodriguez Site (Planning Area 7, 8, and 9) located on the southeast corner of Moon Place and Remington Avenue.</li> </ul>
<b>Planner:</b>	Aaron Lobliner

- Notes:**
- Received application on September 3, 2019.
  - Routed to other departments for review.



- Current Status:**
- Incompleteness letter provided to applicant on October 8, 2019
  - Precise Grading Plans received 12/23/19; Precise Grading comments provided 1/13/20; Awaiting resubmittal of Major Development Review and Precise Grade.

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

February 26, 2020

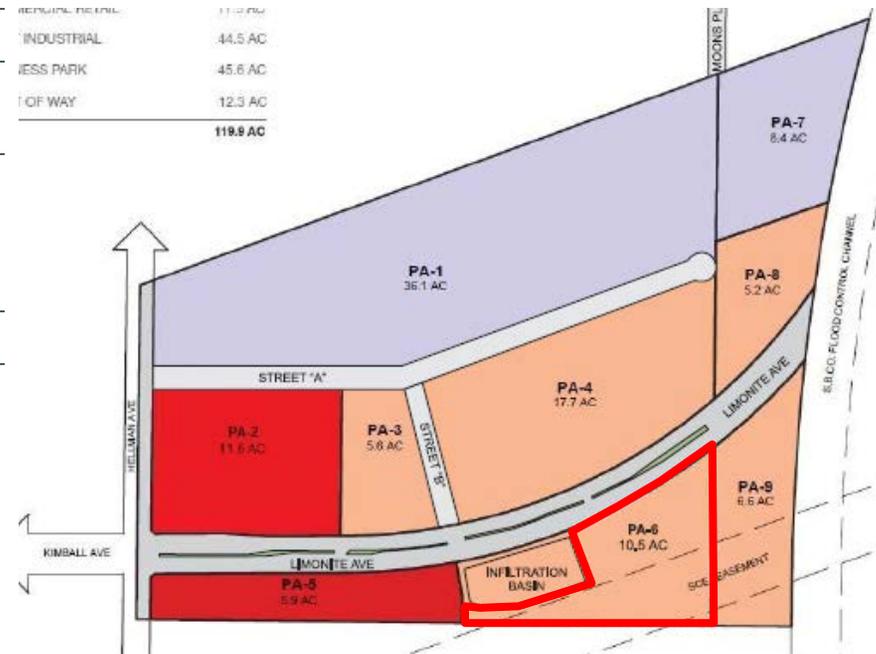
Highlighted Text = Updated Information<sup>1</sup>

**Map ID: 37**

<b>Project:</b>	The Ranch by Summit Development (Parcel 14) Pre-Application
<b>Project No.</b>	PLN19-20035
<b>Project Location:</b>	East end of Limonite Avenue (The Ranch Planning Area 6); (Assessor's Parcel Number: 144-010-058)
<b>Project Description:</b>	<ul style="list-style-type: none"> <li>A Pre-Application for a 61,000 square foot light industrial building on 4.36 acres of Parcel 14 on The Ranch. The building will be located in Planning Area 6 of The Ranch Specific Plan.</li> </ul>
<b>Planner:</b>	Aaron Lobliner

- Notes:**
- Received application on September 12, 2019.
  - Routed to other departments for review.

**Project Map:**



**Current Status:**

- Comments provided to applicant 10/17/19
- Formal submittal received January 15, 2020 – Routed for department review
- Scheduled for Planning Commission consideration on February 19, 2020

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

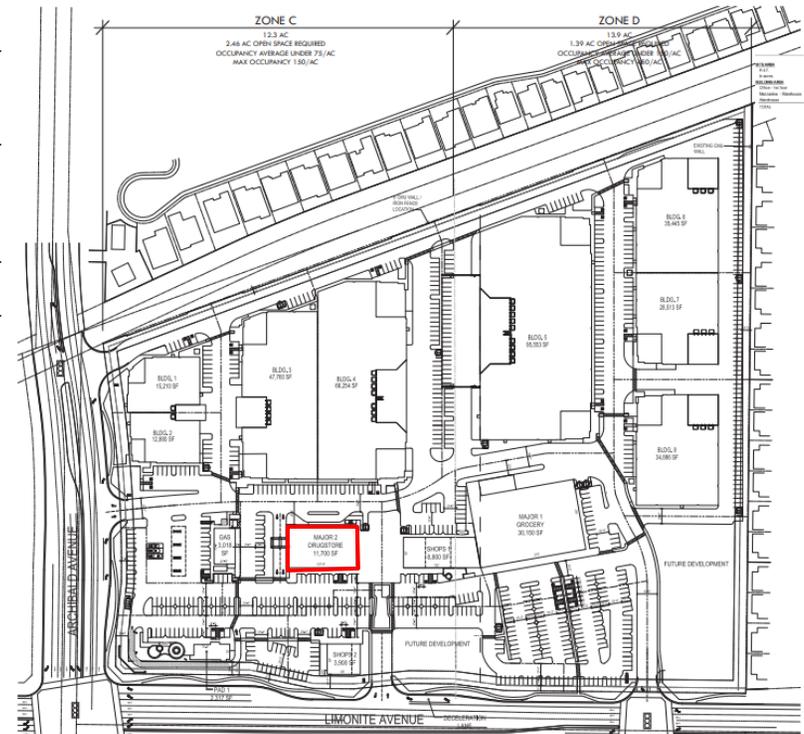
February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

Map ID: 38

<b>Project:</b>	The Merge Retail (Major 2) Minor Development Review
<b>Project No.</b>	PLN19-20041
<b>Project Location:</b>	Northeast corner of Limonite Avenue and Archibald Avenue; (Assessor's Parcel Number: 164-010-019-6)
<b>Project Description:</b>	<ul style="list-style-type: none"><li>Minor Development Review to replace the previously approved pharmacy with a drive through to two (2) retail buildings.</li></ul>
<b>Planner:</b>	Aaron Lobliner
<b>Notes:</b>	<ul style="list-style-type: none"><li>Received application on October 28, 2019.</li></ul>

## Project Map:



## Current Status:

- Application has been deemed incomplete on December 23, 2019
- Received resubmittal on February 3, 2020

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

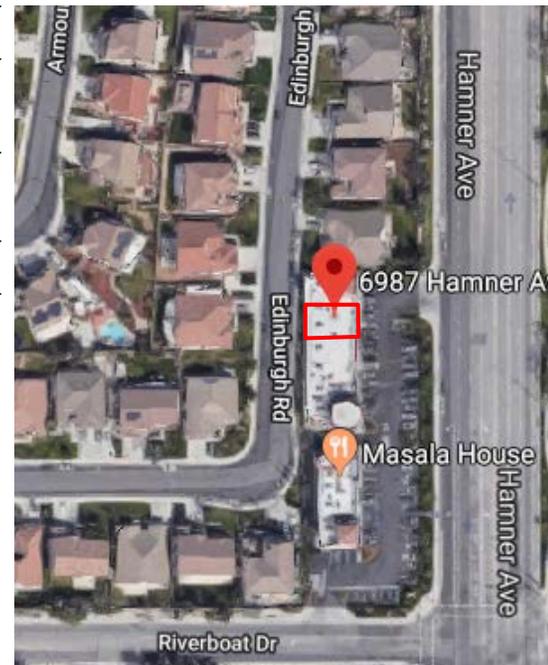
Map ID: 39

<b>Project:</b>	Jono's Simple Japanese Alcohol CUP
<b>Project No.:</b>	PLN19-20042
<b>Project Location:</b>	6987 Hamner Ave Suite #7 (NWC of Riverboat Dr. and Hamner Ave.) ; (Assessor's Parcel Number: 164- 520-017)
<b>Project Description:</b>	▪ Conditional Use Permit for alcohol sales at Jono's Simple Japanese Food for on-site consumption.
<b>Planner:</b>	Allen Lim

## Notes:

- Received application on October 23, 2019.
- Application incompleteness letter provided to applicant 10/30/19
- Requested information received on 10/30/19
- Routed to other departments for review on 10/31/19
- Department comments received 11/14/19
- Staff is in preparation of staff report and materials for Planning Commission meeting.

## Project Map:



## Current Status:

- Planning Commission consideration and approval on December 18, 2019
- Approval Letter, Conditions of Approval, and Public Convenience/Necessity Letter provided to applicant for signature on 12/31/2019
- Signed Conditions of Approval received 12/31/19

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

Map ID: 40

<b>Project:</b>	Gossett Development Self-Storage Major DR, CUP, CoZ, GPA
<b>Project No.:</b>	PLN19-20047
<b>Project Location:</b>	14555, 14577, and 14587 Chandler Street; (Assessor's Parcel Number: 144-120-002, -003, -004)
<b>Project Description:</b>	<ul style="list-style-type: none"><li>Major Development Review for the development of 142,839 square foot self-storage facility on 3 parcels totaling 4.1 acres</li><li>Conditional Use Permit to permit the self-storage facility</li><li>Change of Zone from A-1 Light Agriculture to C-1/C-P General Commercial</li><li>General Plan Amendment from Low Density Residential to Commercial Retail</li></ul>
<b>Planner:</b>	Aaron Lobliner

## Notes:

- Received pre-application on November 6, 2019
- Pre-application was routed out for comments from other departments on November 12, 2019

## Project Map:



## Current Status:

- Received application for Major DR, CUP, CoZ, and GPA on January 27, 2020
- Routed for comments from other departments on February 3, 2020. Comments are being compiled 2/17/20.

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

Map ID: 41

<b>Project:</b>	The Merge Retail Major Development Review (DR) Shops 4
<b>Project No.</b>	PLN19-20049
<b>Project Location:</b>	Northeast corner of Limonite Avenue and Archibald Avenue; (Assessor's Parcel Number: 164-010-019-6)
<b>Project Description:</b>	<ul style="list-style-type: none"><li>Major Development Review for the addition of one new building with a drive-through Shops 4 with drive-through is estimated to be 10,500 square feet.</li></ul>
<b>Planner:</b>	Gina Gibson-Williams/Aaron Lobliner

## Notes:

- Received application on November 7, 2019.
- Application has been deemed incomplete November 7, 2019

## Project Map:



## Current Status:

- Resubmittal 1 received on December 3, 2019
- Resubmittal 1 has been deemed incomplete on December 20, 2019.
- Received preliminary elevations on 1/14/20 for Planning review.
- Resubmittal 2 received on February 3, 2020
- Scheduled for Planning Commission consideration on February 19, 2020

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

Map ID: 42

<b>Project:</b>	The Merge Retail Shops 4 Drive-Through CUP
<b>Project No.</b>	PLN19-20050
<b>Project Location:</b>	Northeast corner of Limonite Avenue and Archibald Avenue; (Assessor's Parcel Number: 164-010-019-6)
<b>Project Description:</b>	<ul style="list-style-type: none"><li>Conditional Use Permit for the operation of a Drive-Through at Shops 4 of the Merge.</li></ul>
<b>Planner:</b>	Gina Gibson-Williams/Aaron Lobliner

## Notes:

- Received application on November 7, 2019.
- Application has been deemed incomplete November 7, 2019

## Project Map:



## Current Status:

- Resubmittal 1 received on December 3, 2019
- Resubmittal has been deemed incomplete on December 20, 2019.
- Resubmittal 2 received on on February 3, 2020
- Scheduled for Planning Commission consideration on February 19, 2020

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

Map ID: 43

<b>Project:</b>	The Merge Retail Pad 2 Drive-Through CUP
<b>Project No.</b>	PLN19-20051
<b>Project Location:</b>	Northeast corner of Limonite Avenue and Archibald Avenue; (Assessor's Parcel Number: 164-010-019-6)
<b>Project Description:</b>	<ul style="list-style-type: none"><li>Conditional Use Permit for the operation of a Drive-Through at Pad 2 of the Merge retail.</li></ul>
<b>Planner:</b>	Gina Gibson-Williams/Aaron Lobliner

**Notes:**

- Received application on November 7, 2019.
- Application has been deemed incomplete November 7, 2019

**Project Map:**



**Current Status:**

- Resubmittal 1 received on December 3, 2019
- Resubmittal has been deemed incomplete on December 20, 2019.
- Resubmittal 2 received on on February 3, 2020

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

Map ID: 44

**Project:** Tony's Chophouse and Retail Suites at Hamner Place – Major Development Review (DR)

**Project No.** PLN19-20053

**Project Location:** Southeast corner of Hamner Avenue and Schleisman Road; (Accessor's Parcel Number: 152-060-003)

**Project Description:**

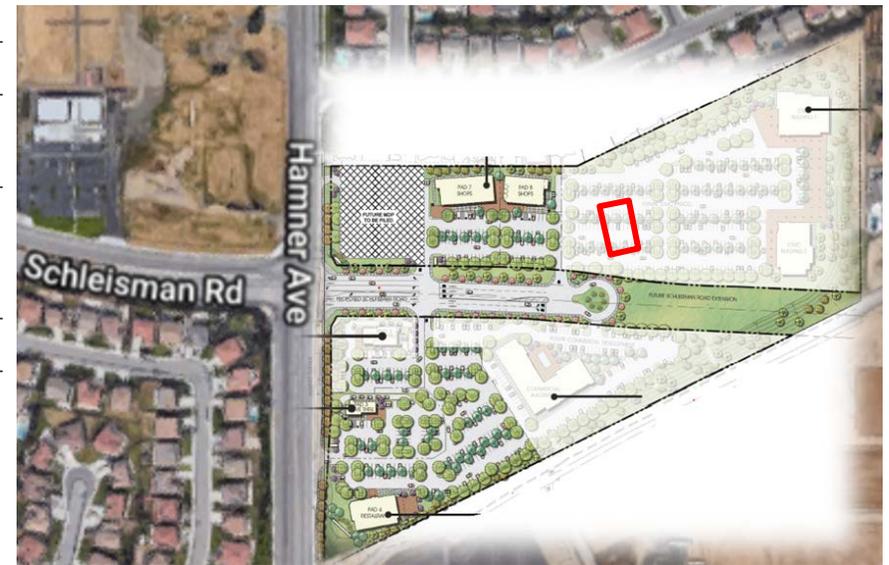
- Major Development Review for a multi-tenant building to include retail suites and a potential restaurant. The restaurant is proposed to be 5,910 square feet and the shops portion of the building is 2,270 square feet for a total building floor area of 9,190 square feet.

**Planner:** Gina Gibson-Williams

**Notes:**

- Received application on November 21, 2019

**Project Map:**



**Current Status:**

- Planning Commission consideration and approval on December 18, 2019

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

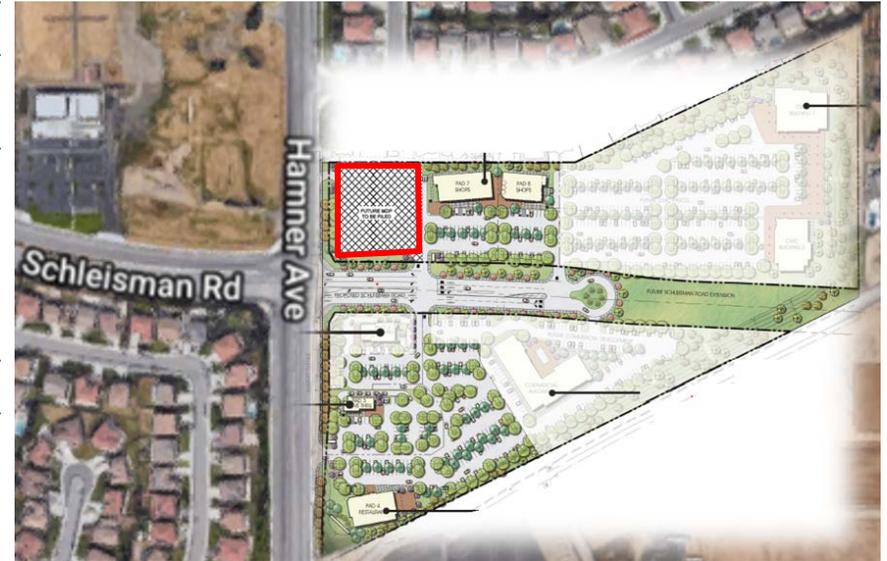
February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

Map ID: 45

<b>Project:</b>	Appeal for Chevron Gas Station (Hamner Place) DR & CUP
<b>Project No.</b>	PLN19-20055
<b>Project Location:</b>	7180 Hamner Avenue; northeast corner of Hamner Ave. and Schleisman Rd.; (Assessor's Parcel Number: 152-060-003)
<b>Project Description:</b>	<ul style="list-style-type: none"><li>Appeal Planning Commission's denial for the Major Development Review for a new Chevron gas station with a 3,018 square-foot convenience store, 3,472 square-foot canopy and a Conditional Use Permit, to allow the sales of beer and wine for off-site consumption (See Map ID: 22)</li></ul>
<b>Planner:</b>	Aaron Lobliner
<b>Notes:</b>	<ul style="list-style-type: none"><li>Received application on November 26, 2019</li></ul>

## Project Map:



## Current Status:

- Scheduled for City Council consideration on January 22, 2020
- City Council approved the project and recommended new conditions of approval on January 22, 2020

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

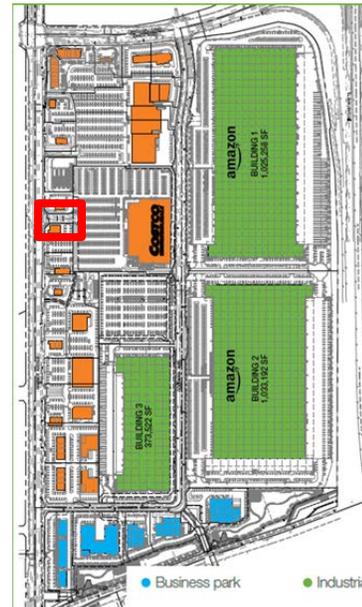
Map ID: 46

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

## Notes:

- Received application on December 12, 2019

## Project Map:



## Current Status:

- Routed for department review on December 23, 2019
- Awaiting department comments to be returned to Planning
- Planning and department comments provided to applicant on January 23, 2020
- Resubmittal received on January 30, 2020
- Scheduled for Planning Commission consideration on February 19, 2020

1. New projects are added to the bottom of the list as they are submitted.

# EASTVALE PLANNING: MAJOR PROJECTS SUMMARY

February 26, 2020

Highlighted Text = Updated Information<sup>1</sup>

Map ID: 47

**Project:** Goodman Commerce Center CR-6 Meet Fresh – Major Development Review (DR)

**Project No.** PLN19-20064

**Project Location:** Southeast corner of Hamner Avenue and Cantu-Galleano Ranch Road – West of Goodman Way Parcel “A” of Lot Line Adjustment 2018-001; (Assessor’s Parcel Number: 160-020-088)

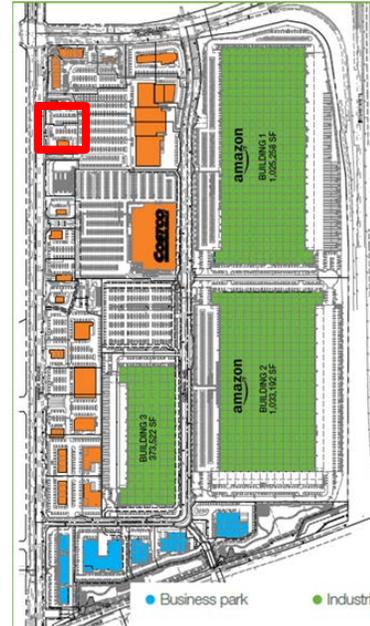
**Project Description:** Major Development Review for the development of a multi-tenant retail building (CR-6) totaling approximately 4,800 square feet

**Planner:** Allen Lim/Gina Gibson-Williams

**Notes:**

- Received application on December 12, 2019

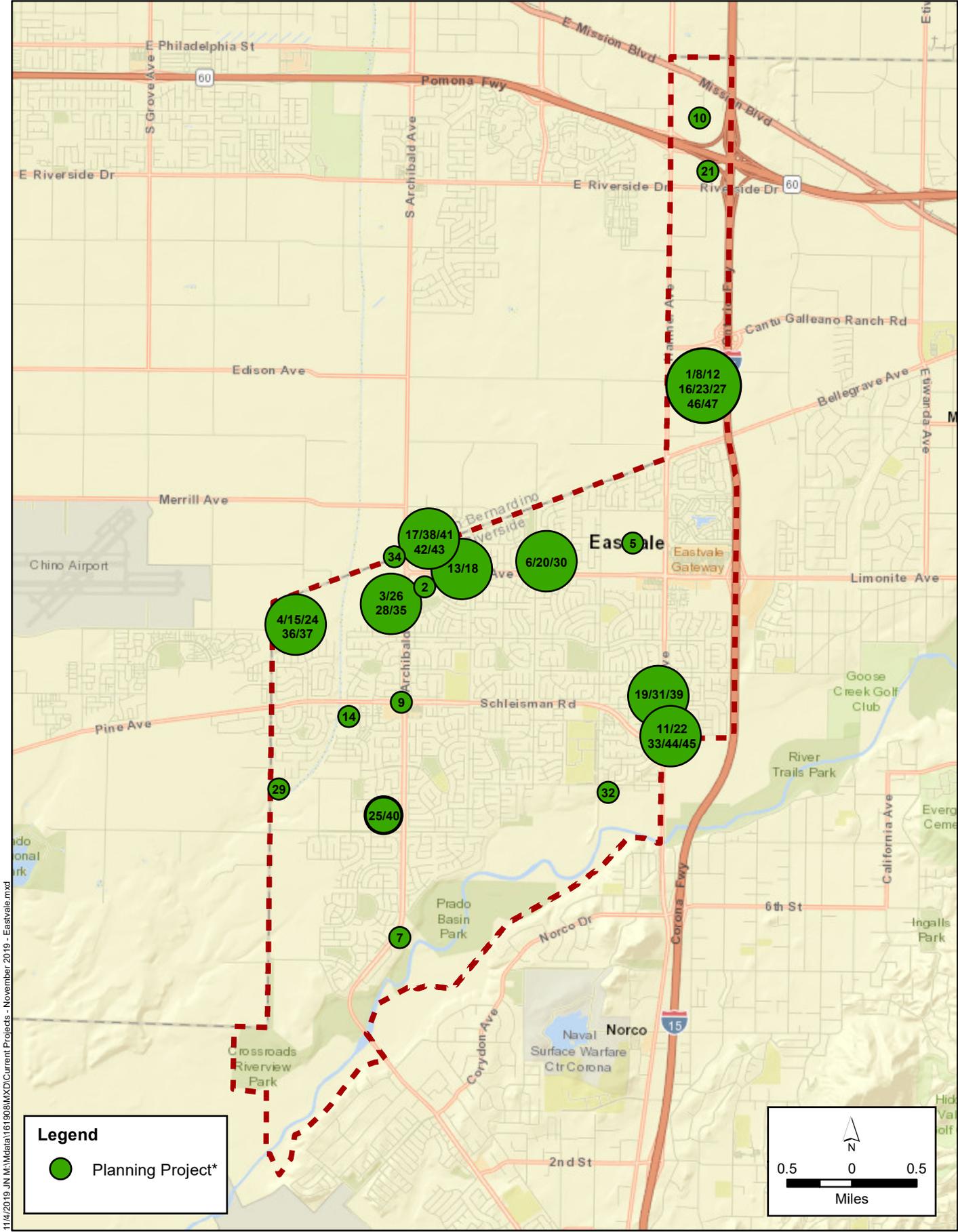
**Project Map:**



**Current Status:**

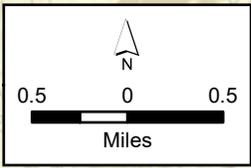
- Routed for department review on December 23, 2019
- Awaiting department comments to be returned to Planning
- Planning and department comments provided to applicant on January 23, 2020
- Resubmittal received on January 30, 2020
- Scheduled for Planning Commission consideration on February 19, 2020

1. New projects are added to the bottom of the list as they are submitted.



**Legend**

- Planning Project\*



11/4/2019 JN.M:\Data\161908\MXD\Current Projects - November 2019 - Eastvale.mxd

Current Projects  
 Eastvale  
 Planning  
 February 2020

- 17/38/41  
42/43
- 13/18
- 6/20/30
- 5
- 11/22  
33/44/45
- 19/31/39
- 4/15/24  
36/37
- 3/26  
28/35
- 2
- 9
- 14
- 29
- 25/40
- 7
- 32
- 34
- 10
- 21
- 1/8/12  
16/23/27  
46/47



## **AGENDA STAFF REPORT**

**City Council Meeting**

**Consent Calendar**

**Agenda Item No. 10.6**

**February 26, 2020**

## **Public Works Department Update**

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**Prepared By:** Gina Gibson-Williams, Community Development Director

### **Recommended Action(s)**

Receive and File the Public Works Department Update.

### **Summary**

The Public Works Department provides monthly updates on development projects occurring City-wide. The list of updates includes residential and commercial projects, encroachment permits, and capital improvements projects.

### **Background**

Not Applicable

### **Strategic Plan Action**

Not Applicable

### **Fiscal Impact**

Not Applicable

### **Prior City Council/Commission Action**

Not Applicable

## **Attachment(s)**

1. Public Works Project Status List



# EASTVALE PUBLIC WORKS PROJECT UPDATES

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<b>PROJECT TYPE:</b>	Residential Development
<b>PROJECT NAME:</b>	KB Home – The Lodge (Tract 32821)
<b>PROJECT NUMBER:</b>	PW10-0124
<b>PROJECT LOCATION:</b>	Northwest corner of Limonite Avenue and Scholar Way
<b>PROJECT DESCRIPTION:</b>	Improvements includes 24 gross acres with 16 residential condominium lots and 2 lettered lots. Improvements include the construction of Scholar Way (half street) across the eastern frontage of the tract map and the associated water, sewer, and drainage improvements.
<b>PROJECT STATUS:</b>	<ul style="list-style-type: none"><li>• Public improvements 99% completed</li><li>• Punch list has been issued</li></ul>

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**PROJECT MAP:**





# EASTVALE PUBLIC WORKS PROJECT UPDATES

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<b>PROJECT TYPE:</b>	Residential Development
<b>PROJECT NAME:</b>	Meritage Home (Tract 31406)
<b>PROJECT NUMBER:</b>	PW10-0140
<b>PROJECT LOCATION:</b>	Southwest corner of Archibald Avenue and River Road
<b>PROJECT DESCRIPTION:</b>	Improvements includes 32.7 gross acres. Widening of Archibald Avenue (west side) and the associated water, sewer, and drainage improvements, as well as the internal public streets and utilities.
<b>PROJECT STATUS:</b>	<ul style="list-style-type: none"><li>• Public improvements 99% completed</li><li>• Punch list has been issued</li></ul>

---

**PROJECT MAP:**





# EASTVALE PUBLIC WORKS PROJECT UPDATES

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<b>PROJECT TYPE:</b>	Residential Development
<b>PROJECT NAME:</b>	Beazer Homes (Tract 31476)
<b>PROJECT NUMBER:</b>	PW12-0679
<b>PROJECT LOCATION:</b>	Northeast corner of Hellman Avenue and Walters Street
<b>PROJECT DESCRIPTION:</b>	Improvements includes 40.6 gross acres. Improvements include the construction of Hellman Avenue (half street) and the associated water, sewer, and drainage improvements.
<b>PROJECT STATUS:</b>	• Punch list has been issued
<b>PROJECT MAP:</b>	

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# EASTVALE PUBLIC WORKS PROJECT UPDATES

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**PROJECT TYPE:** Residential Development

---

**PROJECT NAME:** Stratham Homes (TTM 36775)

---

**PROJECT NUMBER:** PW14-1398

---

**PROJECT LOCATION:** Northwest corner of Limonite Avenue and Harrison Avenue

---

**PROJECT DESCRIPTION:** Improvements includes 43.05 gross acres. Improvements include the construction of Limonite Avenue (half street) and Harrison Avenue (half street) and the associated water, sewer, and drainage improvements.

---

**PROJECT STATUS:**

- Limonite and Harrison street improvements completed
- Onsite improvements ongoing

---

**PROJECT MAP:**





# EASTVALE PUBLIC WORKS PROJECT UPDATES

---

**PROJECT TYPE:** Residential Development

---

**PROJECT NAME:** Prado (TR 35751)

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**PROJECT LOCATION:** Southeast corner of Schleisman Road and Cucamonga Flood Channel

---

**PROJECT STATUS:**

- Utility work ongoing
- Offsite work ongoing

---

**PROJECT MAP:**





# EASTVALE PUBLIC WORKS PROJECT UPDATES

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**PROJECT TYPE:** Residential Development

---

**PROJECT NAME:** Pulte (TR 28943)

---

**PROJECT LOCATION:** Southeast corner of Limonite Avenue and Scholar Avenue

---

**PROJECT STATUS:**

- Onsite improvements ongoing
- Offsite improvements ongoing

---

**PROJECT MAP:**





# EASTVALE PUBLIC WORKS PROJECT UPDATES

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**PROJECT TYPE:** Commercial Development

---

**PROJECT NAME:** The Merge

---

**PROJECT LOCATION:** Northeast corner of Limonite Avenue and Archibald Avenue

---

**PROJECT DESCRIPTION:** Improvements includes 26 gross acres.

---

**PROJECT STATUS:** • Grading operation ongoing

---

**PROJECT MAP:**





# EASTVALE PUBLIC WORKS PROJECT UPDATES

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<b>PROJECT TYPE:</b>	Commercial Development
<b>PROJECT NAME:</b>	Eastvale Marketplace at the Enclave
<b>PROJECT LOCATION:</b>	Southwest corner of Archibald Avenue and Schleisman Road
<b>PROJECT DESCRIPTION:</b>	Improvements includes 1.74 gross acres.
<b>PROJECT STATUS:</b>	<ul style="list-style-type: none"><li>• Public improvements 99% completed</li><li>• Punch list has been issued</li></ul>

---

## PROJECT MAP:





# EASTVALE PUBLIC WORKS PROJECT UPDATES

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<b>PROJECT TYPE:</b>	Commercial Development
<b>PROJECT NAME:</b>	The Campus Business Park
<b>PROJECT NUMBER:</b>	PW12-0750
<b>PROJECT LOCATION:</b>	West side of Archibald Avenue south of Limonite Avenue
<b>PROJECT DESCRIPTION:</b>	Improvements includes 53.37 gross acres with 11 development parcels and 6 letter lots.
<b>PROJECT STATUS:</b>	<ul style="list-style-type: none"><li>• Public improvements completed</li></ul>
<b>PROJECT MAP:</b>	

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# EASTVALE PUBLIC WORKS PROJECT UPDATES

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<b>PROJECT TYPE:</b>	Commercial Development
<b>PROJECT NAME:</b>	Chevron Gas Station
<b>PROJECT NUMBER:</b>	PW15-0913
<b>PROJECT LOCATION:</b>	Southwest corner of Hamner Avenue and Riverside Drive
<b>PROJECT DESCRIPTION:</b>	Improvements includes 1.67 gross acres.
<b>PROJECT STATUS:</b>	<ul style="list-style-type: none"><li>• Punch list items have been issued</li></ul>
<b>PROJECT MAP:</b>	

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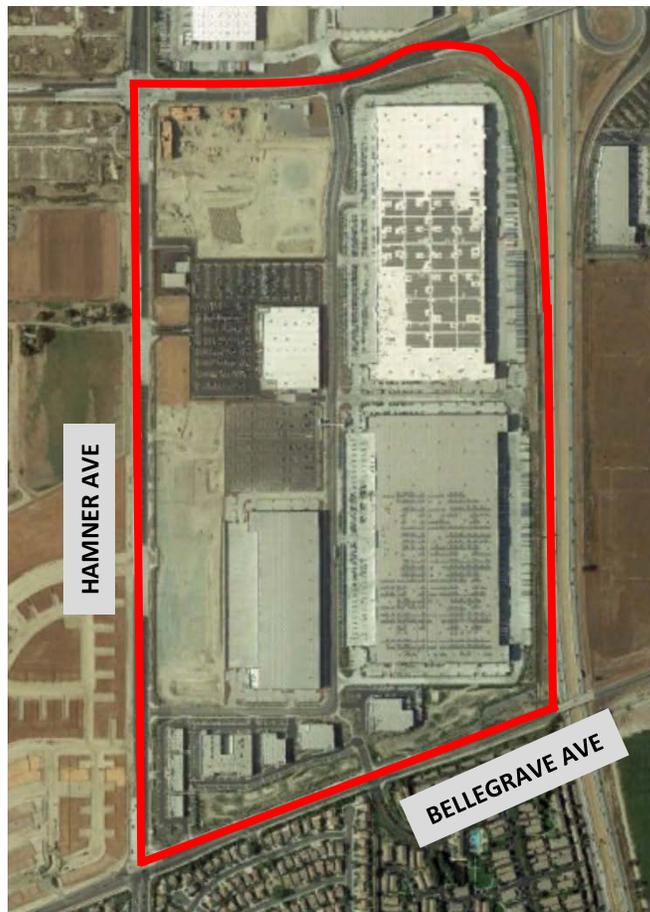
# EASTVALE PUBLIC WORKS PROJECT UPDATES

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<b>PROJECT TYPE:</b>	Commercial Development
<b>PROJECT NAME:</b>	Goodman Commerce Center
<b>PROJECT NUMBER:</b>	PW11-0271
<b>PROJECT LOCATION:</b>	Northeast corner of Hamner Ave and Bellegrave Ave
<b>PROJECT DESCRIPTION:</b>	Improvements includes 23 gross acres with 5 parcels for business park development, and 2 parcels for water quality basins.
<b>PROJECT STATUS:</b>	<ul style="list-style-type: none"><li>• Post acceptance improvements remaining</li></ul>

---

**PROJECT MAP:**





# EASTVALE PUBLIC WORKS PROJECT UPDATES

---

**PROJECT TYPE:** Commercial Development

---

**PROJECT NAME:** The Ranch

---

**PROJECT NUMBER:** PW16-00011

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**PROJECT LOCATION:** Northeast corner of Kimball Avenue and Hellman Avenue

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**PROJECT DESCRIPTION:** Improvements include 98 gross acres with 14 parcels including 4 business park lots, 5 commercial/retail lots and 1 parcel for detention basin for storm drain purposes.

---

**PROJECT STATUS:**

- Traffic Signal at Kimball Ave and Hellman Ave is on hold pending Chino's approval
- Offsite improvements nearing completion

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**PROJECT MAP:**





# EASTVALE PUBLIC WORKS PROJECT UPDATES

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<b>PROJECT TYPE:</b>	Commercial Development
<b>PROJECT NAME:</b>	99 Cent Store
<b>PROJECT NUMBER:</b>	PW13-1601
<b>PROJECT LOCATION:</b>	Northwest corner of Hamner Avenue and Schleisman Road
<b>PROJECT DESCRIPTION:</b>	Improvements include 2.67 gross acres. Improvements include all public improvements across the project frontage along Schleisman Road and Hamner Avenue
<b>PROJECT STATUS:</b>	•Punch list items remaining
<b>PROJECT MAP:</b>	

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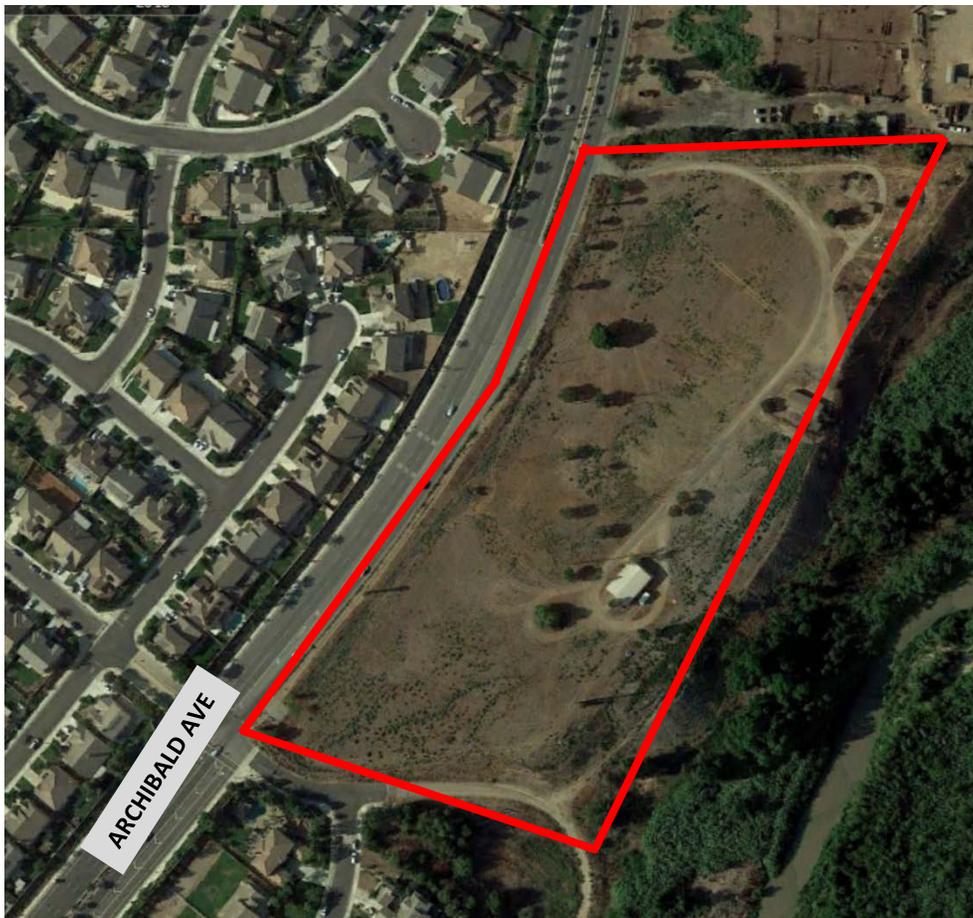


# EASTVALE PUBLIC WORKS PROJECT UPDATES

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<b>PROJECT TYPE:</b>	Commercial Development
<b>PROJECT NAME:</b>	Vantage Point Church
<b>PROJECT NUMBER:</b>	PW15-1174
<b>PROJECT LOCATION:</b>	Northeast corner of Archibald Avenue and Prado Basin Park Road
<b>PROJECT STATUS:</b>	• Onsite improvement ongoing
<b>PROJECT MAP:</b>	

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# EASTVALE PUBLIC WORKS PROJECT UPDATES

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**PROJECT TYPE:** Commercial Development

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**PROJECT NAME:** Hamner Place

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**PROJECT NUMBER:** PW18-10712

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**PROJECT LOCATION:** East of Hamner Avenue and Schleisman Road

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**PROJECT STATUS:** • Rough grading ongoing

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**PROJECT MAP:**





# EASTVALE PUBLIC WORKS PROJECT UPDATES

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**PROJECT TYPE:** Capital Improvements Project

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**PROJECT NAME:** Limonite/I-15 Interchange

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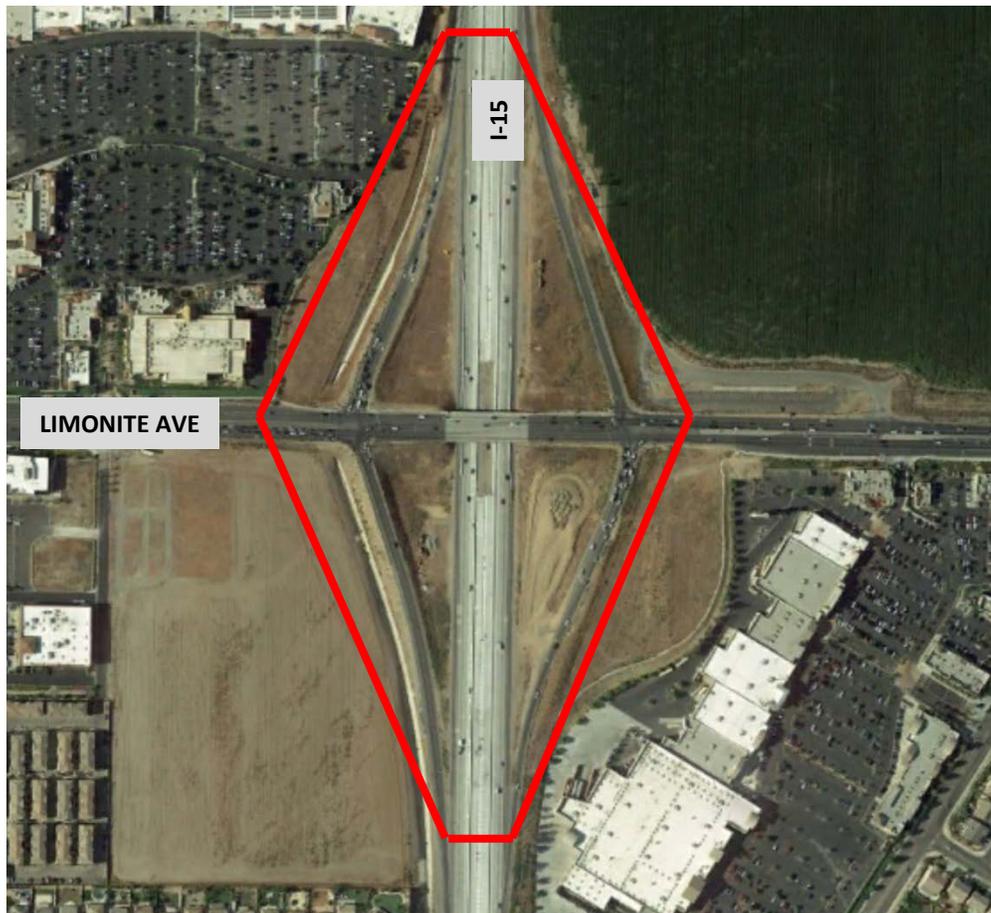
**PROJECT DESCRIPTION:** The improvements consist of a new 8-lane overcrossing, 3 through lanes in each direction plus 2 turn lanes, widening of the off-ramps from 2 to 4 lanes, the addition of 2 new loop on-ramps, and the widening of Limonite Avenue to 4 lanes in each direction between Hamner Avenue to Wineville Avenue. The County of Riverside awarded a construction contract to Atkinson in amount of \$39 million. This project is being managed by the County of Riverside. Construction is estimated to be completed in November of 2019.

---

**PROJECT SCHEDULE:** Construction start date – August 23, 2018  
Anticipated Road Work Complete – November 13, 2018  
Anticipated Project Complete - Early 2020

---

**PROJECT MAP:**





# EASTVALE PUBLIC WORKS PROJECT UPDATES

---

**PROJECT TYPE:** Capital Improvements Project

---

**PROJECT NAME:** Limonite Gap Closure

---

**PROJECT DESCRIPTION:** Project will connect from 2,450 LF east of Hellman Ave to Archibald Avenue. The total length of the proposed project is approximately 3,200 LF including a bridge over the Cucamonga Creek. Both road and bridge will serve 4 lanes of traffic including bicycle and pedestrian facilities. A separate pedestrian bridge over the Cucamonga Creek little south of the proposed vehicular bridge, as shown on the below map, is also part of this project.

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**PROJECT STATUS:** Design contract was awarded to Mark Thomas. 30% design due December.

---

**PROJECT SCHEDULE:** Design contract award date - May 22, 2019  
Estimated 30% design complete - December, 2019  
Estimated 100% design complete - May, 2020

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**PROJECT MAP:**





# EASTVALE PUBLIC WORKS PROJECT UPDATES

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**PROJECT TYPE:** Capital Improvements Project

---

**PROJECT NAME:** Improvement of Bike Network Connectivity/ATP Trails

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**PROJECT DESCRIPTION:** Project will design and construct nearly 5 miles of trails running along Scholar Way and Harrison Avenue. The project will provide dedicated space for people to bike and walk from north Eastvale to the Santa Ana River Trail on the south.

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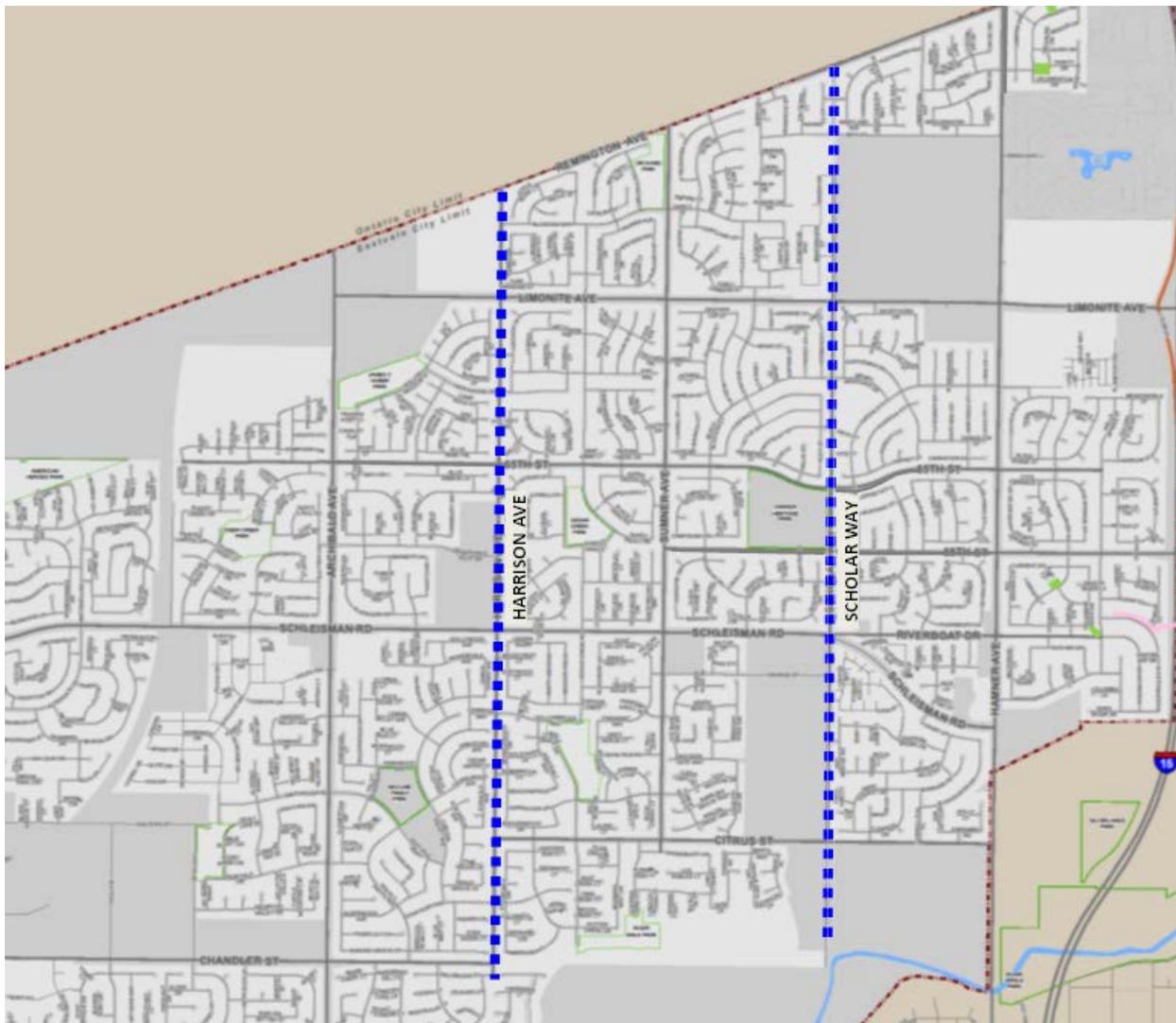
**PROJECT STATUS:** Proposals have been received and are under review for the design phase.

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**PROJECT SCHEDULE:** Estimated design contract award date - January 22, 2019  
Estimated design completion date - December 2020  
Estimated construction start date - March 2020

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**PROJECT MAP:**





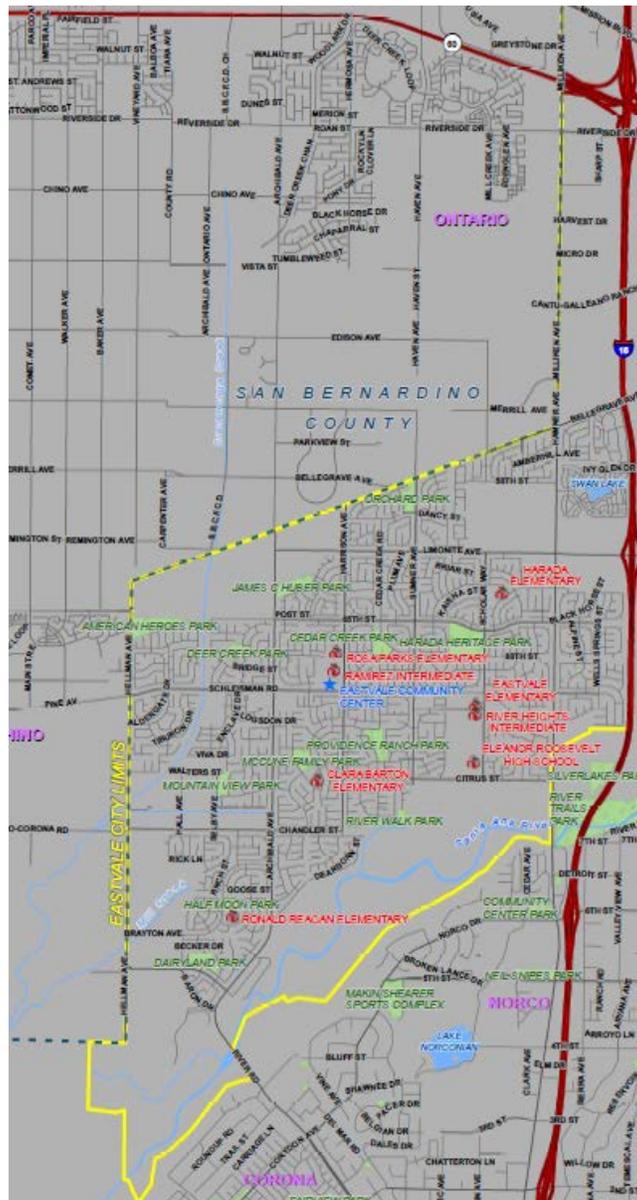
# EASTVALE PUBLIC WORKS PROJECT UPDATES

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<b>PROJECT TYPE:</b>	Capital Improvements Project
<b>PROJECT NAME:</b>	Systemic Safety Analysis Report
<b>PROJECT DESCRIPTION:</b>	Perform network collision analysis, identifying safety issues on the City’s roadway networks, and development a list of systemic low-cost countermeasures tha can be used to prepare future Highway Safety Improvement Program and other safety program applications.
<b>PROJECT STATUS:</b>	Proposals have been received and are under review.
<b>PROJECT SCHEDULE:</b>	Estimated design contract award date - December 11, 2019 Estimated report completion date - August 2020

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**PROJECT MAP:**





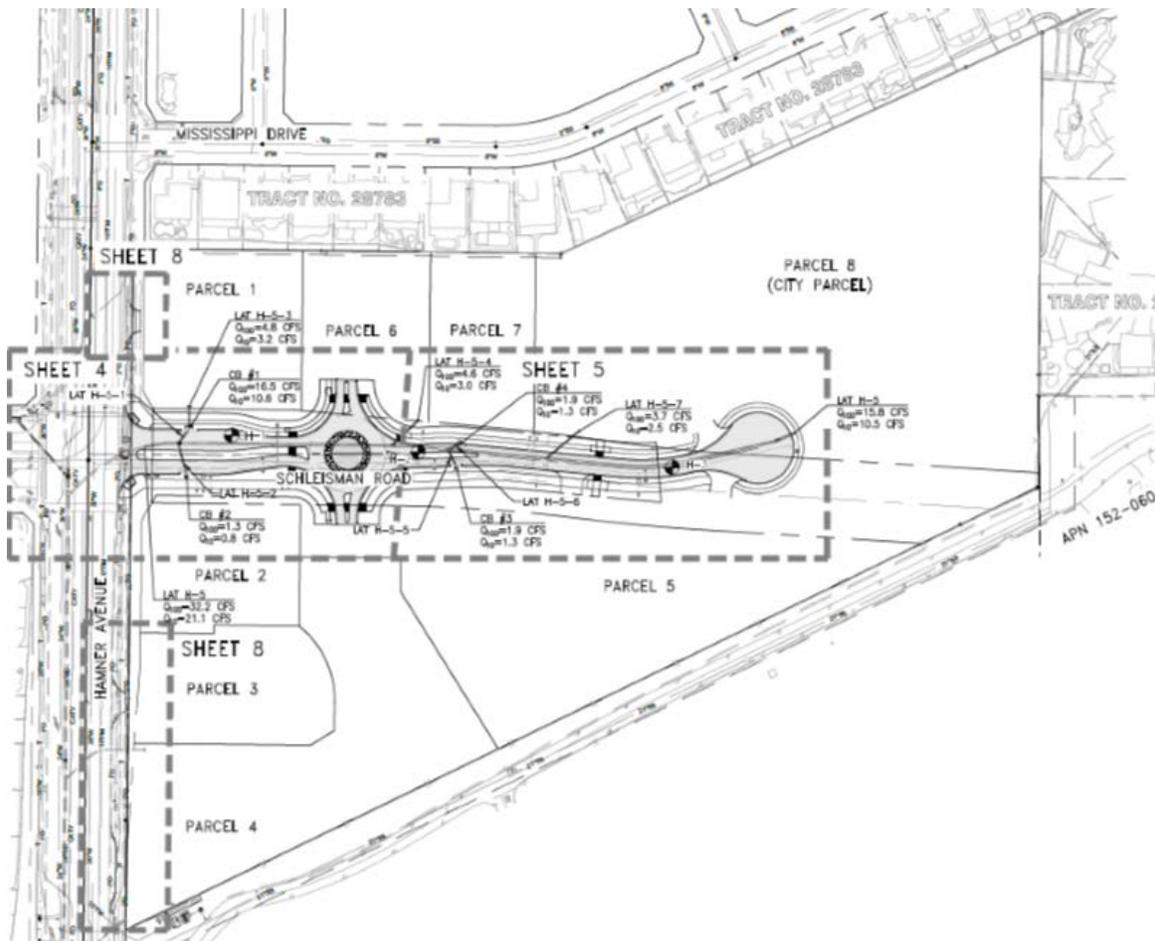
# EASTVALE PUBLIC WORKS PROJECT UPDATES

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<b>PROJECT TYPE:</b>	Capital Improvements Project
<b>PROJECT NAME:</b>	Schleisman Extension, Hamner Place Landscaping and Hamner Place Storm Drain Project
<b>PROJECT DESCRIPTION:</b>	Street Improvement along Schleisman Road from the intersection with Hamner Avenue including curb & gutter, pavement, sidewalk, a roundabout section, street lights, domestic water facilities, drainage facilities, hardscape and landscaping. The project also includes storm drain facilities along Hamner Avenue from the intersection of Schleisman Road and Hamner Avenue, to the north.
<b>PROJECT STATUS:</b>	Out to bid
<b>PROJECT SCHEDULE:</b>	Construction contract awarded to GMC Engineering, Inc. on January 22, 2020. The construction is estimated to be completed in September 2020.

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**PROJECT MAP:**





## AGENDA STAFF REPORT

City Council Meeting

Consent Calendar

Agenda Item No. 10.7

February 26, 2020

## Treasurer's Report – Quarter Ended December 31, 2019

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**Prepared By:** Amanda Wells, Finance Director/City Treasurer

### Recommended Action(s)

Receive and file the City Treasurer's Report.

### Summary

In accordance with the City of Eastvale's Investment Policy, adopted June 28, 2017, the City Treasurer is required to submit a quarterly treasurer's report to the City Council. The report shall include types of investments, credit ratings, institutions involved, dates of purchases, dates of maturity, amount of deposits or cost of the security, current market value of the securities, interest rates, investment fund balances and a statement as to whether investments are in compliance with the Investment Policy and whether there are sufficient funds to meet the City's cash obligations for the next six months.

### Background

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

The Dash Board Report Card, consists of two sections:

- I. Portfolio Diversification – This section reflects the diversification of the City of Eastvale's portfolio by both type of instrument and length of maturity
- II. Portfolio Performance Measures – This section compares budget to actuals in the area of interest earned.

Also included is a cash breakdown report per the City's fund balance reserve policy showing funds restricted, committed, designated, and unassigned as of December 31, 2019 and the investment income received at December 31, 2019, broken down by fund. The City of Eastvale's Schedule of Investments complies with the City's Investment Policy. The City has sufficient funds to meet its expenditure requirements for the next six months. Total cash and investments at December 31, 2019 is \$69,955,886 (book value). Net investment income received through December 31, 2019 is \$535,335. The net yield on investments is 2.114%.

**Strategic Plan Action – Priority Level: N/A | Target #: 5 | Goal #: 1**

Enhance transparency e.g. "open government."

**Fiscal Impact**

Not Applicable.

**Prior City Council/Commission Action**

Not Applicable.

**Attachment(s)**

1. Schedule of Investments – September 30, 2019
2. Dash Board Report Card – September 30, 2019
3. Cash Breakdown per the Fund Balance Reserve Policy – September 30, 2019
4. Investment Income Breakdown by Fund – September 30, 2019
5. PFM Managed Investment Portfolio – September 30, 2019



City of Eastvale  
 Schedule of Investments  
 As of December 31, 2019

Institution	Par Value	Book Value Price @ Cost	(Fair Value) Market Value	Yield
<b><u>ACTIVE DEPOSITS</u></b>				
<i>Money Market Accounts:</i>				
Citizens Business Bank - Money Market	\$ 1,190,472	\$ 1,190,472	\$ 1,190,472	0.500%
First American Govt Oblig Fund CI Y	175,668	175,668	175,668	1.200%
<b>Total Money Market</b>	<b>\$ 1,366,140</b>	<b>\$ 1,366,140</b>	<b>\$ 1,366,140</b>	<b>0.590%</b>
<i>Pooled Investment Accounts:</i>				
CAMP Pool	\$ 10,292,342	\$ 10,292,342	\$ 10,292,342	1.800%
Local Agency Investment Fund	3,273,174	3,273,174	3,278,968	2.043%
<b>Total Pooled Investment</b>	<b>\$ 13,565,516</b>	<b>\$ 13,565,516</b>	<b>\$ 13,571,310</b>	<b>1.859%</b>
<i>PFM Managed Investment Portfolio:</i>				
U.S. Treasury Bond / Note	\$ 13,660,000	\$ 13,533,165	\$ 13,772,517	2.240%
Supra-National Agency Bond / Note	1,725,000	1,723,506	1,744,389	2.670%
Municipal Bond / Note	460,000	466,873	465,709	1.900%
Federal Agency Collateralized Mortgage	1,363,104	1,381,925	1,386,368	1.900%
Asset-Back Security / Collateralized	2,751,602	2,751,437	2,772,653	2.640%
Certificate of Deposit	4,530,000	4,529,878	4,552,185	2.480%
Federal Agency Bond / Note	5,190,000	5,201,459	5,332,666	2.430%
Corporate Note	6,635,000	6,662,160	6,749,822	2.470%
<b>Total PFM Managed Investments</b>	<b>\$ 36,314,706</b>	<b>\$ 36,250,402</b>	<b>\$ 36,776,310</b>	<b>2.373%</b>
<b><u>ACTIVE DEPOSITS TOTAL</u></b>	<b>\$ 51,246,362</b>	<b>\$ 51,182,058</b>	<b>\$ 51,713,760</b>	<b>2.189%</b>
<b><u>INACTIVE DEPOSITS</u></b>				
<i>Checking Account:</i>				
Citizens Business Bank - Checking	\$ 18,773,828	\$ 18,773,828	\$ 18,773,828	0.000%
<b>Total</b>		<b>\$ 18,773,828</b>	<b>\$ 18,773,828</b>	<b>0.000%</b>
<b><u>INACTIVE DEPOSITS TOTAL</u></b>		<b>\$ 18,773,828</b>	<b>\$ 18,773,828</b>	
<b><u>GRAND TOTAL CASH</u></b>		<b>\$ 69,955,886</b>	<b>\$ 70,487,588</b>	

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



City of Eastvale  
 Dash Board Report Card  
 As of December 31, 2019

**I. PORTFOLIO DIVERSIFICATION**

**DIVERSIFICATION BY INSTRUMENT**

Money Market	2.67%
LAIF	6.40%
CAMP Pool	20.11%
Certificates of Deposit	8.85%
U.S. Treasury Bond/ Note	26.44%
Supra-National Agency Bond/Note	3.37%
Municipal Bond / Note	0.91%
Federal Agency Collateralized Mortgage	2.70%
Asset-Backed Security/ Collateralized	5.38%
Federal Agency Bond/ Note	10.16%
Corporate Note	13.02%
	<u>100.00%</u>

**DIVERSIFICATION BY MATURITY**

Less Than 90 Days	29.17%
Six Months (26 Weeks)	0.00%
One Year (52 Weeks)	2.94%
Two Years (104 Weeks)	12.54%
Three Years (156 Weeks)	22.57%
Four Years (208 Weeks)	18.52%
Five Years +	14.26%
	<u>100.00%</u>

**II. PORTFOLIO PERFORMANCE MEASURES**

Yield at Cost - December 31, 2019	2.189%
Annual Investment Income Budget	<b>\$ 682,070</b>
Investment Income Received:	
Money Market	\$ 2,308
LAIF	20,656
LAIF Mark to Market	-
Certificate of Deposits	49,804
U.S. Treasury Bond/ Note	118,431
Federal Agency Discount Note	-
Asset-Backed Security/ Collateralized	65,207
Corporate Note	86,954
Supra-National Agency Bond/Note	29,937
Realized Gain/ (Loss)	17,468
Total Investment Income Received-YTD 12/31/2019	<u>544,967</u>
Less Investment Fees Paid:	
Trust Fees-U.S. Bank	(1,057)
Mgmt Fee-PFM	(8,575)
Total Investment Fees Paid-YTD 12/31/2019	<u>(9,632)</u>
Net Investment Income Received-YTD 12/31/2019	<b>\$ 535,335</b>
Over/(Under) Annual Budget	\$ (146,735)
% of Annual Budget	78.487%
Net Yield Annualized at Cost - December 31, 2019	2.114%



City of Eastvale  
Cash Breakdown per Fund Balance Reserve Policy  
As of December 31, 2019

**Schedule of Investments - December 31, 2019**

Money Market Accounts	\$	1,366,140
Pooled Investment Accounts	\$	13,565,516
PFM Managed Investments	\$	36,250,402
Checking Account	\$	18,773,828
Grand Total Cash - December 31, 2019	\$	<u><u>69,955,886</u></u>

**Breakdown of Total Cash at December 31, 2019**

Restricted Funds (Non-Discretionary Per Law)	\$	-
Committed (Per Formal Action of City Council)		10,500,000
Designated/ Assigned (Per City's Intent):		-
Fire Operations/ Improvements (Per FY 19-20 Mid-Year Budget)		10,063,112
General Fund Emergency Contingency: To meet City's cash obligations for the next six months General Fund Adopted Budget Expenditures-FY 2019-20 (Per Fund Balance Reserve Policy)		13,044,575
Total Designated/ Assigned		<u><u>23,107,687</u></u>
Unassigned		8,982,060
Grand Total Cash - December 31, 2019		<u><u>42,589,747</u></u>



City of Eastvale  
Investment Income  
As of December 31, 2019

Yield at Cost - December 31, 2019		2.189%
Annual Investment Income Budget	<b>\$</b>	<b>682,070</b>
<b>Investment Income Received:</b>		
Money Market	\$	2,308
LAIF		20,656
CAMP Pool		75,064
Certificate of Deposits		49,804
U.S. Treasury Bond/ Note		118,431
Federal Agency Bond/ Note		79,138
Asset-Backed Security/ Collateralized		65,207
Corporate Note		86,954
Supra-National Agency Bond/Note		29,937
Realized Gain/ (Loss)		17,468
Total Investment Income Received-YTD 12/31/2019		544,967
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Over/(Under) Annual Budget	\$	(146,735)
% of Annual Budget		78.487%
Net Yield Annualized at Cost - December 31, 2019		2.114%



Customer Service  
PO Box 11813  
Harrisburg, PA 17108-1813

## ACCOUNT STATEMENT

For the Month Ending

**December 31, 2019**

## CITY OF EASTVALE

### Client Management Team

#### **Sarah Meacham**

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

#### **Richard Babbe, CCM**

Senior Managing Consultant  
50 California Street, Suite 2300  
San Francisco, CA 94111  
949-230-6896  
babber@pfm.com

### Contents

Cover/Disclosures  
Summary Statement  
Individual Accounts

### Accounts included in Statement

20240100 CITY OF EASTVALE - INVESTMENT PORTFOLIO

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

**Online Access** [www.pfm.com](http://www.pfm.com)

**Customer Service** 1-717-232-2723

**Important Disclosures****Important Disclosures**

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

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

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

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

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

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

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

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

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

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

**Rating** Information provided for ratings is based upon a good faith inquiry of selected sources, but its accuracy and completeness cannot be guaranteed. Shares of some money market and TERM funds are marketed through representatives of PFM's wholly owned subsidiary, PFM Fund Distributors, Inc. PFM Fund Distributors, Inc. is registered with the SEC as a broker/dealer and is a member of the Financial Industry Regulatory Authority ("FINRA") and the Municipal Securities Rulemaking Board ("MSRB"). You may reach the FINRA by calling the FINRA Regulator Public Disclosure Hotline at 1-888-289-9999 or at the FINRA Regulation Internet website address [www.nasd.com](http://www.nasd.com). A brochure describing the FINRA Regulation Public Disclosure Program is also available from the FINRA upon request.

**Key Terms and Definitions**

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

**Current Yield** is the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical fund account with a balance of one share over the seven-day base period including the statement date, expressed as a percentage of the value of one share (normally \$1.00 per share) at the beginning of the seven-day period. This resulting net change in account value is then annualized by multiplying it by

365 and dividing the result by 7. The yields quoted should not be considered a representation of the yield of the fund in the future, since the yield is not fixed.

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

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

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

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

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

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

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

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



**Consolidated Summary Statement**

CITY OF EASTVALE

**Portfolio Summary**

Portfolio Holdings	Cash Dividends and Income	Closing Market Value
PFM Managed Account	55,538.52	36,776,309.64
CAMP Pool	0.00	10,292,341.93
<b>Total</b>	<b>\$55,538.52</b>	<b>\$47,068,651.57</b>

**Investment Allocation**

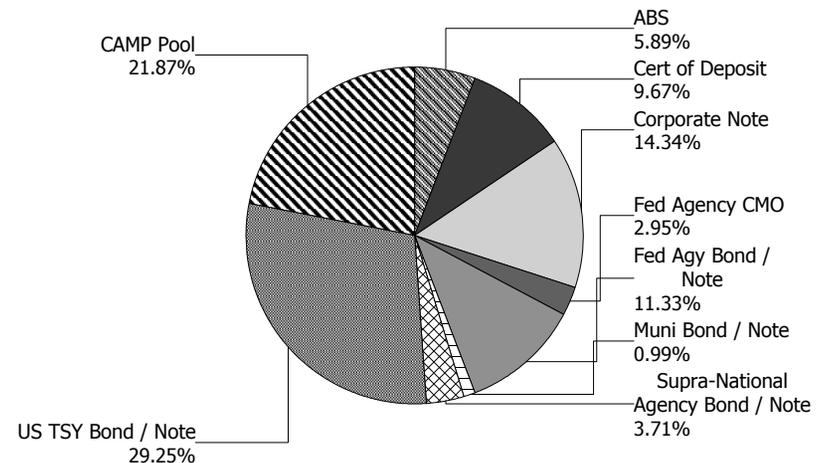
Investment Type	Closing Market Value	Percent
Asset-Backed Security	2,772,653.41	5.89
Certificate of Deposit	4,552,184.91	9.67
Corporate Note	6,749,822.13	14.34
Federal Agency Collateralized Mortgage Obligatio	1,386,368.44	2.95
Federal Agency Bond / Note	5,332,666.39	11.33
Municipal Bond / Note	465,709.00	0.99
Supra-National Agency Bond / Note	1,744,388.66	3.71
U.S. Treasury Bond / Note	13,772,516.70	29.25
CAMP Pool	10,292,341.93	21.87
<b>Total</b>	<b>\$47,068,651.57</b>	<b>100.00%</b>

**Maturity Distribution (Fixed Income Holdings)**

Portfolio Holdings	Closing Market Value	Percent
Under 30 days	10,292,341.93	21.86
31 to 60 days	0.00	0.00
61 to 90 days	0.00	0.00
91 to 180 days	280,285.04	0.60
181 days to 1 year	2,287,255.75	4.86
1 to 2 years	4,782,555.26	10.16
2 to 3 years	14,714,890.05	31.26
3 to 4 years	9,915,197.85	21.07
4 to 5 years	4,796,125.69	10.19
Over 5 years	0.00	0.00
<b>Total</b>	<b>\$47,068,651.57</b>	<b>100.00%</b>

**Weighted Average Days to Maturity 778**

**Sector Allocation**





## Managed Account Summary Statement

For the Month Ending **December 31, 2019**

**CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100**

### Transaction Summary - Managed Account

<b>Opening Market Value</b>	<b>\$36,849,294.15</b>
Maturities/Calls	(89,244.26)
Principal Dispositions	(1,511,442.43)
Principal Acquisitions	1,542,048.44
Unsettled Trades	0.00
Change in Current Value	(14,346.26)
<b>Closing Market Value</b>	<b>\$36,776,309.64</b>

### Cash Transactions Summary - Managed Account

Maturities/Calls	0.00
Sale Proceeds	1,515,668.95
Coupon/Interest/Dividend Income	38,652.64
Principal Payments	89,244.26
Security Purchases	(1,543,307.44)
Net Cash Contribution	(365.81)
Reconciling Transactions	0.00

### Earnings Reconciliation (Cash Basis) - Managed Account

Interest/Dividends/Coupons Received	42,879.16
Less Purchased Interest Related to Interest/Coupons	(1,259.00)
Plus Net Realized Gains/Losses	13,918.36
<b>Total Cash Basis Earnings</b>	<b>\$55,538.52</b>

### Cash Balance

**Closing Cash Balance** **\$175,668.11**

### Earnings Reconciliation (Accrual Basis)

	<b>Total</b>
Ending Amortized Value of Securities	36,250,402.22
Ending Accrued Interest	217,998.81
Plus Proceeds from Sales	1,515,668.95
Plus Proceeds of Maturities/Calls/Principal Payments	89,244.26
Plus Coupons/Dividends Received	38,652.64
Less Cost of New Purchases	(1,543,307.44)
Less Beginning Amortized Value of Securities	(36,291,751.36)
Less Beginning Accrued Interest	(189,233.19)
<b>Total Accrual Basis Earnings</b>	<b>\$87,674.89</b>



## Portfolio Summary and Statistics

For the Month Ending **December 31, 2019**

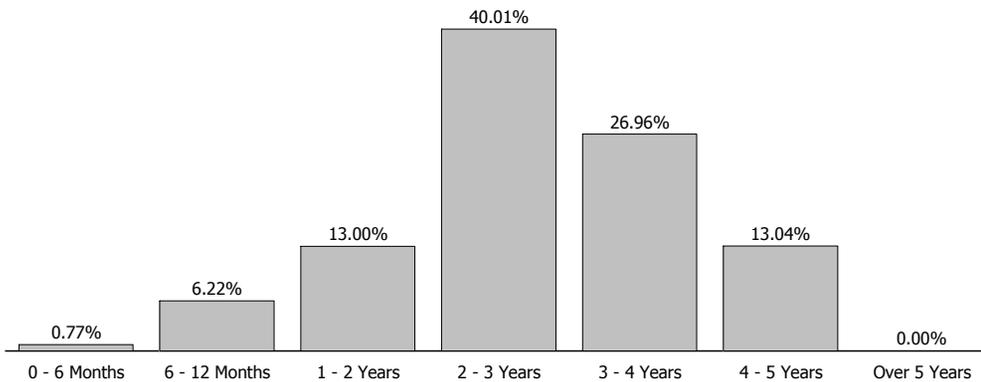
### CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100

#### Account Summary

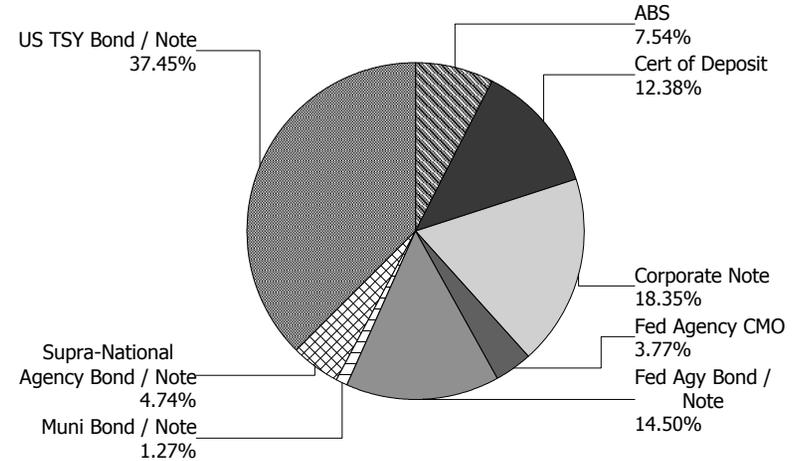
Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	13,660,000.00	13,772,516.70	37.45
Supra-National Agency Bond / Note	1,725,000.00	1,744,388.66	4.74
Municipal Bond / Note	460,000.00	465,709.00	1.27
Federal Agency Collateralized Mortgage Obligation	1,363,104.09	1,386,368.44	3.77
Federal Agency Bond / Note	5,190,000.00	5,332,666.39	14.50
Corporate Note	6,635,000.00	6,749,822.13	18.35
Certificate of Deposit	4,530,000.00	4,552,184.91	12.38
Asset-Backed Security	2,751,601.51	2,772,653.41	7.54
<b>Managed Account Sub-Total</b>	<b>36,314,705.60</b>	<b>36,776,309.64</b>	<b>100.00%</b>
Accrued Interest		217,998.81	
<b>Total Portfolio</b>	<b>36,314,705.60</b>	<b>36,994,308.45</b>	

**Unsettled Trades** **0.00** **0.00**

#### Maturity Distribution



#### Sector Allocation



#### Characteristics

Yield to Maturity at Cost	2.37%
Yield to Maturity at Market	1.75%
Duration to Worst	2.46
Weighted Average Days to Maturity	996



## Managed Account Issuer Summary

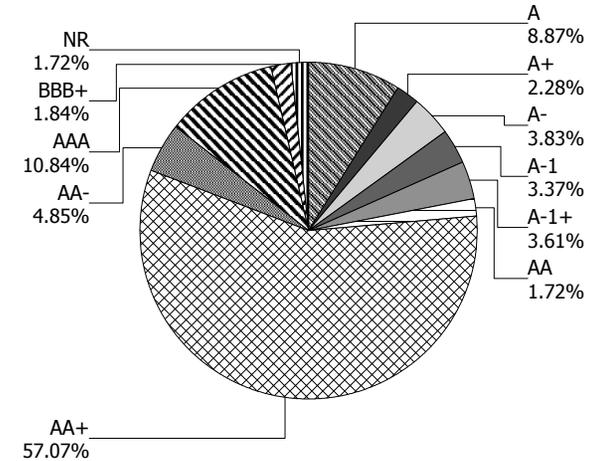
For the Month Ending **December 31, 2019**

### CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100

#### Issuer Summary

Issuer	Market Value of Holdings	Percent
ALLY AUTO RECEIVABLES TRUST	748,642.23	2.04
AMERICAN EXPRESS CO	351,686.65	0.96
AMERICAN HONDA FINANCE	499,211.50	1.36
APPLE INC	497,391.65	1.35
BANK OF AMERICA CO	348,160.89	0.95
BANK OF MONTREAL	604,080.00	1.64
BB&T CORPORATION	363,700.80	0.99
CALIFORNIA ST	365,670.00	0.99
CANADIAN IMPERIAL BANK OF COMMERCE	280,285.04	0.76
CAPITAL ONE PRIME AUTO REC TRUST	100,894.70	0.27
CARMAX AUTO OWNER TRUST	126,569.20	0.34
CITIGROUP INC	350,669.73	0.95
CREDIT AGRICOLE SA	282,861.60	0.77
DNB ASA	269,710.02	0.73
FANNIE MAE	3,930,259.96	10.70
FEDERAL HOME LOAN BANKS	639,247.07	1.74
FREDDIE MAC	2,149,527.80	5.84
GOLDMAN SACHS GROUP INC	325,320.20	0.88
HOME DEPOT INC	128,223.00	0.35
HONDA AUTO RECEIVABLES	402,357.61	1.09
HYUNDAI AUTO RECEIVABLES	282,964.84	0.77
IBM CORP	505,862.50	1.38
INTER-AMERICAN DEVELOPMENT BANK	420,006.56	1.14
INTERNATIONAL FINANCE CORPORATION	810,986.47	2.21
INTL BANK OF RECONSTRUCTION AND DEV	513,395.63	1.40
JP MORGAN CHASE & CO	346,186.30	0.94
MERCEDES-BENZ AUTO RECEIVABLES	227,214.72	0.62
MINITUBISHI UFJ FINANCIAL GROUP INC	350,167.76	0.95
NATIONAL RURAL UTILITIES CO FINANCE CORP	358,890.09	0.98
NISSAN AUTO RECEIVABLES	543,627.11	1.48
NORDEA BANK AB	525,855.23	1.43
PFIZER INC	623,157.60	1.69

#### Credit Quality (S&P Ratings)





## Managed Account Issuer Summary

For the Month Ending **December 31, 2019**

### CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100

<b>Issuer</b>	<b>Market Value of Holdings</b>	<b>Percent</b>
SAN DIEGO CA CMNTY CLG DIST	100,039.00	0.27
SKANDINAVISKA ENSKILDA BANKEN AB	556,049.51	1.51
SUMITOMO MITSUI FINANCIAL GROUP INC	354,797.80	0.96
SWEDBANK AB	701,911.70	1.91
THE BANK OF NEW YORK MELLON CORPORATION	548,211.78	1.49
THE WALT DISNEY CORPORATION	362,230.38	0.98
TOYOTA MOTOR CORP	340,383.00	0.93
UNITED PARCEL SERVICE INC	508,016.00	1.38
UNITED STATES TREASURY	13,772,516.70	37.46
WAL-MART STORES INC	632,903.06	1.72
WESTPAC BANKING CORP	626,466.25	1.70
<b>Total</b>	<b>\$36,776,309.64</b>	<b>100.00%</b>



**Managed Account Detail of Securities Held**

For the Month Ending **December 31, 2019**

**CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100**

<b>Security Type/Description Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>U.S. Treasury Bond / Note</b>											
US TREASURY NOTES DTD 07/31/2014 2.250% 07/31/2021	912828WY2	45,000.00	AA+	Aaa	11/22/16	11/23/16	45,956.25	1.78	423.71	45,331.64	45,453.51
US TREASURY NOTES DTD 09/02/2014 2.000% 08/31/2021	912828D72	30,000.00	AA+	Aaa	12/05/16	12/06/16	30,167.58	1.88	202.75	30,060.66	30,198.06
US TREASURY NOTES DTD 01/31/2017 1.875% 01/31/2022	912828V72	545,000.00	AA+	Aaa	07/06/17	07/11/17	544,425.20	1.90	4,276.32	544,732.35	548,193.16
US TREASURY NOTES DTD 03/02/2015 1.750% 02/28/2022	912828J43	315,000.00	AA+	Aaa	03/15/17	03/17/17	309,192.19	2.14	1,862.74	312,390.80	316,181.25
US TREASURY NOTES DTD 03/31/2017 1.875% 03/31/2022	912828W89	450,000.00	AA+	Aaa	01/03/18	01/04/18	444,498.05	2.18	2,143.95	447,024.22	452,865.15
US TREASURY NOTES DTD 03/31/2017 1.875% 03/31/2022	912828W89	845,000.00	AA+	Aaa	12/01/17	12/05/17	837,111.13	2.10	4,025.87	840,814.88	850,380.12
US TREASURY NOTES DTD 03/31/2017 1.875% 03/31/2022	912828W89	1,000,000.00	AA+	Aaa	09/04/18	09/06/18	970,507.81	2.75	4,764.34	981,101.79	1,006,367.00
US TREASURY NOTES DTD 07/31/2017 1.875% 07/31/2022	912828P4	200,000.00	AA+	Aaa	04/02/18	04/05/18	194,812.50	2.51	1,569.29	196,837.44	201,414.00
US TREASURY NOTES DTD 07/31/2015 2.000% 07/31/2022	912828X08	1,000,000.00	AA+	Aaa	08/30/17	08/31/17	1,012,382.81	1.74	8,369.57	1,006,636.43	1,010,312.00
US TREASURY NOTES DTD 09/30/2015 1.750% 09/30/2022	912828L57	560,000.00	AA+	Aaa	06/04/18	06/06/18	537,140.63	2.76	2,490.16	545,157.99	562,252.88
US TREASURY N/B NOTES DTD 10/31/2017 2.000% 10/31/2022	9128283C2	1,150,000.00	AA+	Aaa	05/02/18	05/04/18	1,111,636.72	2.80	3,917.58	1,125,271.91	1,162,623.55
US TREASURY NOTES DTD 11/15/2012 1.625% 11/15/2022	912828TY6	730,000.00	AA+	Aaa	12/02/19	12/04/19	729,572.26	1.65	1,531.70	729,583.54	730,541.66
US TREASURY NOTES DTD 02/01/2016 1.750% 01/31/2023	912828P38	600,000.00	AA+	Aaa	10/02/18	10/04/18	571,359.38	2.93	4,394.02	579,229.94	602,484.60
US TREASURY NOTES DTD 02/29/2016 1.500% 02/28/2023	912828P79	400,000.00	AA+	Aaa	07/02/18	07/05/18	378,437.50	2.74	2,027.47	385,063.58	398,609.20



**Managed Account Detail of Securities Held**

For the Month Ending **December 31, 2019**

**CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100**

<b>Security Type/Description</b> <b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>U.S. Treasury Bond / Note</b>											
US TREASURY NOTES DTD 02/29/2016 1.500% 02/28/2023	912828P79	400,000.00	AA+	Aaa	01/30/19	01/31/19	384,656.25	2.50	2,027.47	387,971.16	398,609.20
US TREASURY NOTES DTD 08/01/2016 1.250% 07/31/2023	912828S92	160,000.00	AA+	Aaa	04/02/19	04/04/19	153,225.00	2.28	836.96	154,345.67	157,856.32
US TREASURY NOTES DTD 08/01/2016 1.250% 07/31/2023	912828S92	520,000.00	AA+	Aaa	02/08/19	02/12/19	493,979.69	2.44	2,720.11	498,918.79	513,033.04
US TREASURY NOTES DTD 08/31/2016 1.375% 08/31/2023	912828D1	645,000.00	AA+	Aaa	07/01/19	07/03/19	635,375.39	1.75	2,996.86	636,496.42	639,053.75
US TREASURY NOTES DTD 10/01/2018 2.875% 09/30/2023	9128285D8	200,000.00	AA+	Aaa	05/01/19	05/03/19	205,257.81	2.25	1,461.07	204,500.15	208,882.80
US TREASURY NOTES DTD 11/30/2016 2.125% 11/30/2023	912828U57	875,000.00	AA+	Aaa	03/07/19	03/08/19	861,054.69	2.48	1,625.68	863,364.78	890,585.50
US TREASURY NOTES DTD 11/30/2016 2.125% 11/30/2023	912828U57	895,000.00	AA+	Aaa	01/07/19	01/09/19	878,987.89	2.52	1,662.84	882,043.80	910,941.74
US TREASURY N/B DTD 12/31/2018 2.625% 12/31/2023	9128285U0	65,000.00	AA+	Aaa	01/30/19	01/31/19	65,192.97	2.56	4.69	65,159.40	67,424.83
US TREASURY N/B NOTES DTD 05/01/2017 2.000% 04/30/2024	912828X70	505,000.00	AA+	Aaa	06/03/19	06/05/19	507,288.28	1.90	1,720.33	507,034.96	511,924.06
US TREASURY N/B DTD 07/31/2017 2.125% 07/31/2024	9128282N9	355,000.00	AA+	Aaa	08/01/19	08/05/19	360,491.41	1.80	3,156.90	360,063.60	361,905.82
US TREASURY N/B NOTES DTD 08/31/2017 1.875% 08/31/2024	9128282U3	100,000.00	AA+	Aaa	09/03/19	09/05/19	102,605.47	1.33	633.59	102,441.15	100,863.30
US TREASURY NOTES DTD 10/02/2017 2.125% 09/30/2024	9128282Y5	720,000.00	AA+	Aaa	10/01/19	10/03/19	741,515.63	1.50	3,887.70	740,491.26	734,400.00
US TREASURY N/B DTD 10/31/2017 2.250% 10/31/2024	9128283D0	350,000.00	AA+	Aaa	11/01/19	11/05/19	361,443.36	1.57	1,341.35	361,096.58	359,160.20
<b>Security Type Sub-Total</b>		<b>13,660,000.00</b>					<b>13,468,273.85</b>	<b>2.24</b>	<b>66,075.02</b>	<b>13,533,164.89</b>	<b>13,772,516.70</b>



**Managed Account Detail of Securities Held**

For the Month Ending **December 31, 2019**

**CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100**

<b>Security Type/Description</b> <b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>Supra-National Agency Bond / Note</b>											
INTERNATIONAL FINANCE CORPORATION NOTE DTD 01/25/2018 2.250% 01/25/2021	45950KCM0	280,000.00	AAA	Aaa	01/18/18	01/25/18	279,176.80	2.35	2,730.00	279,700.76	281,678.32
INTERNATIONAL FINANCE CORPORATION NOTE DTD 03/16/2018 2.635% 03/09/2021	45950VLO7	525,000.00	AAA	Aaa	03/09/18	03/16/18	524,606.25	2.66	4,303.83	524,838.63	529,308.15
INTER-AMERICAN DEVELOPMENT BANK NOTE DTD 04/19/2018 2.625% 04/19/2021	4581X0DB1	415,000.00	AAA	Aaa	04/12/18	04/19/18	414,087.00	2.70	2,178.75	414,595.57	420,006.56
INTL BANK OF RECONSTRUCTION AND DEV NOTE DTD 07/25/2018 2.750% 07/23/2021	459058GH0	505,000.00	AAA	Aaa	07/18/18	07/25/18	503,818.30	2.83	6,095.07	504,371.40	513,395.63
<b>Security Type Sub-Total</b>		<b>1,725,000.00</b>					<b>1,721,688.35</b>	<b>2.67</b>	<b>15,307.65</b>	<b>1,723,506.36</b>	<b>1,744,388.66</b>
<b>Municipal Bond / Note</b>											
SAN DIEGO CCD, CA TXBL GO BONDS DTD 10/16/2019 1.996% 08/01/2023	797272QN4	100,000.00	AAA	Aaa	09/18/19	10/16/19	100,000.00	2.00	415.83	100,000.00	100,039.00
CA ST TXBL GO BONDS DTD 10/24/2019 2.400% 10/01/2023	13063DRJ9	360,000.00	AA-	Aa2	10/16/19	10/24/19	367,203.60	1.87	1,608.00	366,873.13	365,670.00
<b>Security Type Sub-Total</b>		<b>460,000.00</b>					<b>467,203.60</b>	<b>1.90</b>	<b>2,023.83</b>	<b>466,873.13</b>	<b>465,709.00</b>
<b>Federal Agency Collateralized Mortgage Obligation</b>											
FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/25/2021	3136B1XP4	148,316.28	AA+	Aaa	04/11/18	04/30/18	151,266.44	2.27	440.00	149,758.88	149,794.41
FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2015 2.791% 01/25/2022	3137BHYX8	325,000.00	AA+	Aaa	05/16/19	05/21/19	327,031.25	2.20	755.90	326,505.93	329,172.48
FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/25/2022	3137BLUR7	150,000.00	AA+	Aaa	04/02/19	04/05/19	150,375.00	2.46	339.50	150,236.52	152,210.70



**Managed Account Detail of Securities Held**

For the Month Ending **December 31, 2019**

**CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100**

<b>Security Type/Description</b>	<b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>Federal Agency Collateralized Mortgage Obligation</b>												
FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.307% 08/25/2022		3137AWQH1	165,000.00	AA+	Aaa	09/04/19	09/09/19	167,436.33	1.25	317.21	167,184.57	166,141.02
FHLMC SERIES K721 A2 DTD 12/01/2015 3.090% 08/25/2022		3137BM6P6	180,000.00	AA+	Aaa	04/04/18	04/09/18	181,532.81	2.61	463.50	180,819.82	183,793.79
FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/25/2024		3136AJB54	260,000.00	AA+	Aaa	12/13/19	12/18/19	272,634.38	1.04	724.93	272,634.38	271,047.95
FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/25/2024		3137FQ3V3	134,787.81	AA+	Aaa	11/20/19	11/26/19	134,784.58	2.03	234.98	134,784.58	134,208.09
<b>Security Type Sub-Total</b>			<b>1,363,104.09</b>					<b>1,385,060.79</b>	<b>1.93</b>	<b>3,276.02</b>	<b>1,381,924.68</b>	<b>1,386,368.44</b>
<b>Federal Agency Bond / Note</b>												
FANNIE MAE NOTES DTD 01/09/2017 2.000% 01/05/2022		3135G0S38	865,000.00	AA+	Aaa	06/27/17	06/29/17	870,527.35	1.85	8,457.78	867,518.54	871,666.56
FANNIE MAE NOTES DTD 01/11/2019 2.625% 01/11/2022		3135G0U92	375,000.00	AA+	Aaa	01/09/19	01/11/19	374,730.00	2.65	4,648.44	374,815.19	382,587.75
FANNIE MAE NOTES DTD 04/10/2017 1.875% 04/05/2022		3135G0T45	875,000.00	AA+	Aaa	06/27/17	06/29/17	874,868.75	1.88	3,919.27	874,940.39	880,637.63
FANNIE MAE NOTES DTD 01/23/2018 2.375% 01/19/2023		3135G0T94	415,000.00	AA+	Aaa	08/01/18	08/03/18	405,272.40	2.94	4,435.31	408,216.08	424,370.70
FREDDIE MAC NOTES DTD 06/11/2018 2.750% 06/19/2023		3137EAEN5	1,140,000.00	AA+	Aaa	01/07/19	01/09/19	1,148,002.80	2.58	1,045.00	1,146,327.09	1,184,001.72
FANNIE MAE NOTES DTD 09/14/2018 2.875% 09/12/2023		3135G0U43	530,000.00	AA+	Aaa	12/03/18	12/06/18	528,929.40	2.92	4,613.58	529,167.39	553,244.21
FEDERAL HOME LOAN BANKS NOTES DTD 12/09/2013 3.375% 12/08/2023		3130A0F70	495,000.00	AA+	Aaa	01/30/19	01/31/19	509,589.58	2.72	1,067.34	506,986.82	525,826.62
FANNIE MAE NOTES DTD 02/08/2019 2.500% 02/05/2024		3135G0V34	385,000.00	AA+	Aaa	02/07/19	02/08/19	383,567.80	2.58	3,903.47	383,811.63	396,910.75
FHLB BONDS DTD 02/15/2019 2.500% 02/13/2024		3130AFW94	110,000.00	AA+	Aaa	02/14/19	02/15/19	109,610.60	2.58	1,054.17	109,675.45	113,420.45



**Managed Account Detail of Securities Held**

For the Month Ending **December 31, 2019**

**CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100**

<b>Security Type/Description</b>	<b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>Federal Agency Bond / Note</b>												
<b>Security Type Sub-Total</b>			<b>5,190,000.00</b>					<b>5,205,098.68</b>	<b>2.43</b>	<b>33,144.36</b>	<b>5,201,458.58</b>	<b>5,332,666.39</b>
<b>Corporate Note</b>												
BRANCH BANKING & TRUST (CALLABLE) NOTES DTD 10/26/2017 2.150% 02/01/2021	05531FAZ6		180,000.00	A-	A3	10/23/17	10/26/17	179,917.20	2.17	1,612.50	179,971.00	180,511.02
BANK OF AMERICA CORP NOTE DTD 04/19/2016 2.625% 04/19/2021	06051GFW4		345,000.00	A-	A2	11/01/17	11/03/17	347,584.05	2.40	1,811.25	345,995.86	348,160.89
AMERICAN EXPRESS CREDIT (CALLABLE) NOTES DTD 05/05/2016 2.250% 05/05/2021	0258M0EB1		350,000.00	A-	A2	06/03/16	06/08/16	352,026.50	2.13	1,225.00	350,551.62	351,686.65
GOLDMAN SACHS GROUP CORP NOTES DTD 07/27/2011 5.250% 07/27/2021	38141GGO1		310,000.00	BBB+	A3	11/03/17	11/07/17	339,725.90	2.53	6,962.08	322,898.75	325,320.20
AMERICAN HONDA FINANCE CORP NOTES DTD 09/09/2016 1.700% 09/09/2021	02665WBG5		500,000.00	A	A2	09/06/17	09/08/17	494,770.00	1.97	2,644.44	497,743.90	499,211.50
CITIGROUP INC CORP (CALLABLE) NOTE DTD 12/08/2016 2.900% 12/08/2021	172967LC3		345,000.00	BBB+	A3	11/20/17	11/22/17	347,356.35	2.72	639.21	346,137.08	350,669.73
IBM CORP BONDS DTD 01/27/2017 2.500% 01/27/2022	459200JO5		500,000.00	A	A2	02/01/17	02/03/17	501,050.00	2.45	5,347.22	500,452.63	505,862.50
BANK OF NY MELLON CORP (CALLABLE) NOTES DTD 02/07/2017 2.600% 02/07/2022	06406RAA5		540,000.00	A	A1	08/01/19	08/05/19	545,977.80	2.14	5,616.00	544,998.35	548,211.78
APPLE INC CORP NOTES DTD 02/09/2017 2.500% 02/09/2022	037833CM0		490,000.00	AA+	Aa1	01/07/19	01/09/19	482,728.40	3.01	4,831.94	484,968.15	497,391.65
BB&T CORP (CALLABLE) NOTES DTD 03/21/2017 2.750% 04/01/2022	05531FAX1		180,000.00	A-	A3	04/03/18	04/05/18	176,657.40	3.25	1,237.50	178,062.95	183,189.78
NATIONAL RURAL UTIL COOP CORP NOTES DTD 04/25/2017 2.400% 04/25/2022	637432NM3		355,000.00	A	A1	04/03/18	04/05/18	345,290.75	3.12	1,562.00	349,308.87	358,890.09



**Managed Account Detail of Securities Held**

For the Month Ending **December 31, 2019**

**CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100**

<b>Security Type/Description</b> <b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>Corporate Note</b>											
UNITED PARCEL SERVICE CORP NOTES DTD 09/27/2012 2.450% 10/01/2022	911312AQ9	500,000.00	A	A2	03/01/18	03/05/18	488,265.00	3.00	3,062.50	492,757.02	508,016.00
HOME DEPOT INC CORP NOTES DTD 04/05/2013 2.700% 04/01/2023	437076AZ5	125,000.00	A	A2	04/03/18	04/05/18	122,625.00	3.11	843.75	123,412.22	128,223.00
JPMORGAN CHASE & CO CORP NOTES DTD 05/18/2016 2.700% 05/18/2023	46625HRL6	340,000.00	A-	A2	09/03/19	09/05/19	348,435.40	2.00	1,096.50	347,729.84	346,186.30
PFIZER INC CORP NOTES DTD 03/11/2019 2.950% 03/15/2024	717081ES8	600,000.00	AA-	A1	04/02/19	04/04/19	607,260.00	2.69	5,211.67	606,235.39	623,157.60
WALMART INC CORPORATE NOTES DTD 04/23/2019 2.850% 07/08/2024	931142EL3	610,000.00	AA	Aa2	07/10/19	07/12/19	629,038.10	2.19	8,354.46	627,333.91	632,903.06
WALT DISNEY COMPANY/THE DTD 09/06/2019 1.750% 08/30/2024	254687FK7	365,000.00	A	A2	09/03/19	09/06/19	363,510.80	1.84	2,040.45	363,602.11	362,230.38
<b>Security Type Sub-Total</b>		<b>6,635,000.00</b>					<b>6,672,218.65</b>	<b>2.47</b>	<b>54,098.47</b>	<b>6,662,159.65</b>	<b>6,749,822.13</b>
<b>Certificate of Deposit</b>											
CANADIAN IMP BK COMM NY FLT CERT DEPOS DTD 04/10/2018 2.410% 04/10/2020	13606BVF0	280,000.00	A-1	P-1	04/06/18	04/10/18	280,000.00	2.78	1,555.47	280,000.00	280,285.04
BANK OF MONTREAL CHICAGO CERT DEPOS DTD 08/03/2018 3.190% 08/03/2020	06370REU9	600,000.00	A-1	P-1	08/01/18	08/03/18	600,000.00	3.23	7,921.83	600,000.00	604,080.00
WESTPAC BANKING CORP NY CD DTD 08/07/2017 2.050% 08/03/2020	96121T4A3	625,000.00	A-1+	P-1	08/03/17	08/07/17	625,000.00	2.05	5,125.00	625,000.00	626,466.25
SUMITOMO MITSUI BANK NY CERT DEPOS DTD 10/18/2018 3.390% 10/16/2020	86565BPC9	350,000.00	A-1	P-1	10/16/18	10/18/18	349,524.00	3.46	2,537.79	349,877.58	354,797.80
SWEDBANK (NEW YORK) CERT DEPOS DTD 11/17/2017 2.270% 11/16/2020	87019U6D6	700,000.00	A-1+	P-1	11/16/17	11/17/17	700,000.00	2.30	1,942.11	700,000.00	701,911.70
MUFG BANK LTD/NY CERT DEPOS DTD 02/28/2019 2.970% 02/26/2021	55379WZT6	345,000.00	A	A1	02/27/19	02/28/19	345,000.00	2.99	8,737.99	345,000.00	350,167.76



**Managed Account Detail of Securities Held**

For the Month Ending **December 31, 2019**

**CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100**

<b>Security Type/Description</b>	<b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>Certificate of Deposit</b>												
CREDIT AGRICOLE CIB NY CERT DEPOS DTD 04/04/2019 2.830% 04/02/2021		22535CDU2	280,000.00	A+	Aa3	04/03/19	04/04/19	280,000.00	2.85	5,987.02	280,000.00	282,861.60
NORDEA BANK ABP NEW YORK CERT DEPOS DTD 08/29/2019 1.850% 08/26/2022		65558TLL7	525,000.00	AA-	Aa3	08/27/19	08/29/19	525,000.00	1.87	3,372.40	525,000.00	525,855.23
SKANDINAV ENSKILDA BANK LT CD DTD 09/03/2019 1.860% 08/26/2022		83050PDR7	555,000.00	A+	Aa2	08/29/19	09/03/19	555,000.00	1.88	3,441.00	555,000.00	556,049.51
DNB BANK ASA/NY LT CD DTD 12/04/2019 2.040% 12/02/2022		23341VZT1	270,000.00	AA-	Aa2	12/05/19	12/06/19	270,000.00	2.04	413.10	270,000.00	269,710.02
<b>Security Type Sub-Total</b>			<b>4,530,000.00</b>					<b>4,529,524.00</b>	<b>2.48</b>	<b>41,033.71</b>	<b>4,529,877.58</b>	<b>4,552,184.91</b>
<b>Asset-Backed Security</b>												
HYUNDAI ABS 2016-B A3 DTD 09/21/2016 1.290% 04/15/2021		44891EAC3	15,573.15	AAA	Aaa	09/14/16	09/21/16	15,571.05	1.30	8.93	15,572.67	15,562.58
HAROT 2017-4 A3 DTD 11/29/2017 2.050% 11/21/2021		43813FAC7	108,507.49	NR	Aaa	11/22/17	11/29/17	108,492.20	2.06	61.79	108,499.99	108,568.69
TAOT 2017-D A3 DTD 11/15/2017 1.930% 01/15/2022		89238KAD4	170,594.71	AAA	Aaa	11/07/17	11/15/17	170,578.99	2.26	146.33	170,586.80	170,569.82
ALLYA 2017-5 A3 DTD 11/22/2017 1.990% 03/15/2022		02007YAC8	151,580.47	AAA	Aaa	11/14/17	11/22/17	151,568.71	1.99	134.06	151,574.30	151,600.25
NAROT 2017-C A3 DTD 12/13/2017 2.120% 04/15/2022		65478HAD0	102,167.60	NR	Aaa	12/06/17	12/13/17	102,150.32	2.13	96.26	102,161.30	102,271.90
TAOT 2018-A A3 DTD 01/31/2018 2.350% 05/16/2022		89238BAD4	169,370.39	AAA	Aaa	01/23/18	01/31/18	169,368.44	2.35	176.90	169,369.34	169,813.18
ALLYA 2018-1 A3 DTD 01/31/2018 2.350% 06/15/2022		02007MAE0	243,807.70	AAA	NR	01/23/18	01/31/18	243,779.52	2.32	254.64	243,791.43	244,326.50
HART 2018-A A3 DTD 04/18/2018 2.790% 07/15/2022		44891KAD7	115,000.00	AAA	Aaa	04/10/18	04/18/18	114,982.68	2.80	142.60	114,989.41	115,791.14
MBART 2018-1 A3 DTD 07/25/2018 3.030% 01/15/2023		58772RAD6	225,000.00	AAA	Aaa	07/17/18	07/25/18	224,991.36	3.03	303.00	224,994.11	227,214.72



**Managed Account Detail of Securities Held**

For the Month Ending **December 31, 2019**

**CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100**

<b>Security Type/Description</b> <b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>Asset-Backed Security</b>											
ALLYA 2018-3 A3 DTD 06/27/2018 3.000% 01/15/2023	02007JAC1	350,000.00	AAA	Aaa	06/19/18	06/27/18	349,976.06	3.09	466.67	349,983.81	352,715.48
NAROT 2018-B A3 DTD 07/25/2018 3.060% 03/15/2023	65479GAD1	210,000.00	AAA	Aaa	07/17/18	07/25/18	209,993.20	3.06	285.60	209,995.31	212,842.60
HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	100,000.00	AAA	NR	02/19/19	02/27/19	99,997.32	2.83	102.19	99,997.89	101,533.30
HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	150,000.00	AAA	NR	04/03/19	04/10/19	149,980.26	2.67	177.33	149,983.66	151,611.12
HAROT 2019-2 A3 DTD 05/29/2019 2.520% 06/21/2023	43815MAC0	190,000.00	NR	Aaa	05/21/19	05/29/19	189,992.91	2.52	133.00	189,993.94	192,255.62
NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	225,000.00	NR	Aaa	02/05/19	02/13/19	224,965.91	2.91	290.00	224,972.19	228,512.61
COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	100,000.00	AAA	Aaa	05/21/19	05/30/19	99,979.74	2.52	111.56	99,982.20	100,894.70
CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	125,000.00	AAA	NR	04/09/19	04/17/19	124,987.23	2.90	148.89	124,989.00	126,569.20
<b>Security Type Sub-Total</b>		<b>2,751,601.51</b>					<b>2,751,355.90</b>	<b>2.64</b>	<b>3,039.75</b>	<b>2,751,437.35</b>	<b>2,772,653.41</b>
<b>Managed Account Sub-Total</b>		<b>36,314,705.60</b>					<b>36,200,423.82</b>	<b>2.37</b>	<b>217,998.81</b>	<b>36,250,402.22</b>	<b>36,776,309.64</b>
<b>Securities Sub-Total</b>		<b>\$36,314,705.60</b>					<b>\$36,200,423.82</b>	<b>2.37%</b>	<b>\$217,998.81</b>	<b>\$36,250,402.22</b>	<b>\$36,776,309.64</b>
<b>Accrued Interest</b>											<b>\$217,998.81</b>
<b>Total Investments</b>											<b>\$36,994,308.45</b>



**Managed Account Fair Market Value & Analytics**

For the Month Ending **December 31, 2019**

**CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100**

<b>Security Type/Description</b>	<b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>Broker</b>	<b>Next Call Date</b>	<b>Market Price</b>	<b>Market Value</b>	<b>Unreal G/L On Cost</b>	<b>Unreal G/L Amort Cost</b>	<b>Effective Duration</b>	<b>Duration to Worst at Mkt</b>	<b>YTM</b>
<b>U.S. Treasury Bond / Note</b>												
US TREASURY NOTES	DTD 07/31/2014 2.250% 07/31/2021	912828WY2	45,000.00	BNP PARI		101.01	45,453.51	(502.74)	121.87	1.54	1.54	1.60
US TREASURY NOTES	DTD 09/02/2014 2.000% 08/31/2021	912828D72	30,000.00	MERRILL		100.66	30,198.06	30.48	137.40	1.62	1.62	1.60
US TREASURY NOTES	DTD 01/31/2017 1.875% 01/31/2022	912828V72	545,000.00	HSBC		100.59	548,193.16	3,767.96	3,460.81	2.02	2.02	1.59
US TREASURY NOTES	DTD 03/02/2015 1.750% 02/28/2022	912828J43	315,000.00	CITIGRP		100.38	316,181.25	6,989.06	3,790.45	2.11	2.11	1.57
US TREASURY NOTES	DTD 03/31/2017 1.875% 03/31/2022	912828W89	450,000.00	GOLDMAN		100.64	452,865.15	8,367.10	5,840.93	2.19	2.19	1.59
US TREASURY NOTES	DTD 03/31/2017 1.875% 03/31/2022	912828W89	845,000.00	BNP_PARI		100.64	850,380.12	13,268.99	9,565.24	2.19	2.19	1.59
US TREASURY NOTES	DTD 03/31/2017 1.875% 03/31/2022	912828W89	1,000,000.00	BNP_PARI		100.64	1,006,367.00	35,859.19	25,265.21	2.19	2.19	1.59
US TREASURY NOTES	DTD 07/31/2017 1.875% 07/31/2022	9128282P4	200,000.00	MORGAN_S		100.71	201,414.00	6,601.50	4,576.56	2.50	2.50	1.59
US TREASURY NOTES	DTD 07/31/2015 2.000% 07/31/2022	912828XQ8	1,000,000.00	JPM_CHAS		101.03	1,010,312.00	(2,070.81)	3,675.57	2.49	2.49	1.59
US TREASURY NOTES	DTD 09/30/2015 1.750% 09/30/2022	912828L57	560,000.00	RBS		100.40	562,252.88	25,112.25	17,094.89	2.66	2.66	1.60
US TREASURY N/B NOTES	DTD 10/31/2017 2.000% 10/31/2022	9128283C2	1,150,000.00	MERRILL		101.10	1,162,623.55	50,986.83	37,351.64	2.74	2.74	1.60
US TREASURY NOTES	DTD 11/15/2012 1.625% 11/15/2022	912828TY6	730,000.00	MERRILL		100.07	730,541.66	969.40	958.12	2.79	2.79	1.60
US TREASURY NOTES	DTD 02/01/2016 1.750% 01/31/2023	912828P38	600,000.00	TD		100.41	602,484.60	31,125.22	23,254.66	2.97	2.97	1.61
US TREASURY NOTES	DTD 02/29/2016 1.500% 02/28/2023	912828P79	400,000.00	BNP_PARI		99.65	398,609.20	20,171.70	13,545.62	3.06	3.06	1.61
US TREASURY NOTES	DTD 02/29/2016 1.500% 02/28/2023	912828P79	400,000.00	GOLDMAN		99.65	398,609.20	13,952.95	10,638.04	3.06	3.06	1.61
US TREASURY NOTES	DTD 08/01/2016 1.250% 07/31/2023	912828S92	160,000.00	NOMURA		98.66	157,856.32	4,631.32	3,510.65	3.47	3.47	1.64
US TREASURY NOTES	DTD 08/01/2016 1.250% 07/31/2023	912828S92	520,000.00	RBC		98.66	513,033.04	19,053.35	14,114.25	3.47	3.47	1.64



**Managed Account Fair Market Value & Analytics**

For the Month Ending **December 31, 2019**

**CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100**

<b>Security Type/Description</b>	<b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>Broker</b>	<b>Next Call Date</b>	<b>Market Price</b>	<b>Market Value</b>	<b>Unreal G/L On Cost</b>	<b>Unreal G/L Amort Cost</b>	<b>Effective Duration</b>	<b>Duration to Worst at Mkt</b>	<b>YTM</b>
<b>U.S. Treasury Bond / Note</b>												
US TREASURY NOTES	DTD 08/31/2016 1.375% 08/31/2023	9128282D1	645,000.00	RBS		99.08	639,053.75	3,678.36	2,557.33	3.54	3.54	1.64
US TREASURY NOTES	DTD 10/01/2018 2.875% 09/30/2023	9128285D8	200,000.00	MERRILL		104.44	208,882.80	3,624.99	4,382.65	3.53	3.53	1.65
US TREASURY NOTES	DTD 11/30/2016 2.125% 11/30/2023	912828U57	875,000.00	RBC		101.78	890,585.50	29,530.81	27,220.72	3.74	3.74	1.65
US TREASURY NOTES	DTD 11/30/2016 2.125% 11/30/2023	912828U57	895,000.00	BNP_PARI		101.78	910,941.74	31,953.85	28,897.94	3.74	3.74	1.65
US TREASURY N/B	DTD 12/31/2018 2.625% 12/31/2023	9128285U0	65,000.00	MERRILL		103.73	67,424.83	2,231.86	2,265.43	3.80	3.80	1.66
US TREASURY N/B NOTES	DTD 05/01/2017 2.000% 04/30/2024	912828X70	505,000.00	MORGAN_S		101.37	511,924.06	4,635.78	4,889.10	4.13	4.13	1.67
US TREASURY N/B	DTD 07/31/2017 2.125% 07/31/2024	9128282N9	355,000.00	MORGAN_S		101.95	361,905.82	1,414.41	1,842.22	4.32	4.32	1.68
US TREASURY N/B NOTES	DTD 08/31/2017 1.875% 08/31/2024	9128282U3	100,000.00	HSBC		100.86	100,863.30	(1,742.17)	(1,577.85)	4.43	4.43	1.68
US TREASURY NOTES	DTD 10/02/2017 2.125% 09/30/2024	9128282Y5	720,000.00	HSBC		102.00	734,400.00	(7,115.63)	(6,091.26)	4.48	4.48	1.68
US TREASURY N/B	DTD 10/31/2017 2.250% 10/31/2024	9128283D0	350,000.00	MORGAN_S		102.62	359,160.20	(2,283.16)	(1,936.38)	4.56	4.56	1.68

<b>Security Type Sub-Total</b>			<b>13,660,000.00</b>				<b>13,772,516.70</b>	<b>304,242.85</b>	<b>239,351.81</b>	<b>3.07</b>	<b>3.07</b>	<b>1.62</b>
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<b>Supra-National Agency Bond / Note</b>												
INTERNATIONAL FINANCE CORPORATION NOTE	DTD 01/25/2018 2.250% 01/25/2021	45950KCM0	280,000.00	JPM_CHAS		100.60	281,678.32	2,501.52	1,977.56	1.04	1.04	1.68
INTERNATIONAL FINANCE CORPORATION NOTE	DTD 03/16/2018 2.635% 03/09/2021	45950VLO7	525,000.00	HSBC		100.82	529,308.15	4,701.90	4,469.52	1.16	1.16	1.93
INTER-AMERICAN DEVELOPMENT BANK NOTE	DTD 04/19/2018 2.625% 04/19/2021	4581X0DB1	415,000.00	CITIGRP		101.21	420,006.56	5,919.56	5,410.99	1.27	1.27	1.68



**Managed Account Fair Market Value & Analytics**

For the Month Ending **December 31, 2019**

**CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100**

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<b>Supra-National Agency Bond / Note</b>												
INTL BANK OF RECONSTRUCTION AND DEV NOTE	DTD 07/25/2018 2.750% 07/23/2021	459058GH0	505,000.00	MORGAN_S		101.66	513,395.63	9,577.33	9,024.23	1.51	1.51	1.67
<b>Security Type Sub-Total</b>			<b>1,725,000.00</b>				<b>1,744,388.66</b>	<b>22,700.31</b>	<b>20,882.30</b>	<b>1.27</b>	<b>1.27</b>	<b>1.75</b>
<b>Municipal Bond / Note</b>												
SAN DIEGO CCD, CA TXBL GO BONDS	DTD 10/16/2019 1.996% 08/01/2023	797272ON4	100,000.00	RBC		100.04	100,039.00	39.00	39.00	3.43	3.43	1.98
CA ST TXBL GO BONDS	DTD 10/24/2019 2.400% 10/01/2023	13063DRJ9	360,000.00	MORGAN_S		101.58	365,670.00	(1,533.60)	(1,203.13)	3.56	3.56	1.96
<b>Security Type Sub-Total</b>			<b>460,000.00</b>				<b>465,709.00</b>	<b>(1,494.60)</b>	<b>(1,164.13)</b>	<b>3.53</b>	<b>3.53</b>	<b>1.97</b>
<b>Federal Agency Collateralized Mortgage Obligation</b>												
FNA 2018-M5 A2	DTD 04/01/2018 3.560% 09/25/2021	3136B1XP4	148,316.28	JPM_CHAS		101.00	149,794.41	(1,472.03)	35.53	1.21	0.89	2.18
FHLMC MULTIFAMILY STRUCTURED P	DTD 05/01/2015 2.791% 01/25/2022	3137BHXY8	325,000.00	JPM_CHAS		101.28	329,172.48	2,141.23	2,666.55	1.88	1.06	1.41
FHLMC MULTIFAMILY STRUCTURED P	DTD 11/01/2015 2.716% 06/25/2022	3137BLUR7	150,000.00	JPM_CHAS		101.47	152,210.70	1,835.70	1,974.18	2.17	1.27	1.42
FHLMC MULTIFAMILY STRUCTURED P	DTD 12/01/2012 2.307% 08/25/2022	3137AWOH1	165,000.00	CANT_FIT		100.69	166,141.02	(1,295.31)	(1,043.55)	2.49	1.35	1.68
FHLMC SERIES K721 A2	DTD 12/01/2015 3.090% 08/25/2022	3137BM6P6	180,000.00	CITIGRP		102.11	183,793.79	2,260.98	2,973.97	2.35	1.35	1.39
FANNIEMAE-ACES	DTD 04/01/2014 3.346% 03/25/2024	3136AJB54	260,000.00	JPM_CHAS		104.25	271,047.95	(1,586.43)	(1,586.43)	3.77	2.13	1.27
FHMS KJ27 A1	DTD 11/01/2019 2.092% 07/25/2024	3137FO3V3	134,787.81	JPM_CHAS		99.57	134,208.09	(576.49)	(576.49)	2.83	2.27	2.22
<b>Security Type Sub-Total</b>			<b>1,363,104.09</b>				<b>1,386,368.44</b>	<b>1,307.65</b>	<b>4,443.76</b>	<b>2.44</b>	<b>1.46</b>	<b>1.58</b>
<b>Federal Agency Bond / Note</b>												



**Managed Account Fair Market Value & Analytics**

For the Month Ending **December 31, 2019**

**CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100**

<b>Security Type/Description</b>	<b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>Broker</b>	<b>Next Call Date</b>	<b>Market Price</b>	<b>Market Value</b>	<b>Unreal G/L On Cost</b>	<b>Unreal G/L Amort Cost</b>	<b>Effective Duration</b>	<b>Duration to Worst at Mkt</b>	<b>YTM</b>
<b>Federal Agency Bond / Note</b>												
FANNIE MAE NOTES		3135G0S38	865,000.00	MORGAN_S		100.77	871,666.56	1,139.21	4,148.02	1.95	1.95	1.61
DTD 01/09/2017 2.000% 01/05/2022												
FANNIE MAE NOTES		3135G0U92	375,000.00	NOMURA		102.02	382,587.75	7,857.75	7,772.56	1.95	1.95	1.61
DTD 01/11/2019 2.625% 01/11/2022												
FANNIE MAE NOTES		3135G0T45	875,000.00	TD		100.64	880,637.63	5,768.88	5,697.24	2.20	2.20	1.58
DTD 04/10/2017 1.875% 04/05/2022												
FANNIE MAE NOTES		3135G0T94	415,000.00	WELLS_FA		102.26	424,370.70	19,098.30	16,154.62	2.91	2.91	1.61
DTD 01/23/2018 2.375% 01/19/2023												
FREDDIE MAC NOTES		3137EAEN5	1,140,000.00	MORGAN_S		103.86	1,184,001.72	35,998.92	37,674.63	3.30	3.30	1.60
DTD 06/11/2018 2.750% 06/19/2023												
FANNIE MAE NOTES		3135G0U43	530,000.00	TD		104.39	553,244.21	24,314.81	24,076.82	3.48	3.48	1.65
DTD 09/14/2018 2.875% 09/12/2023												
FEDERAL HOME LOAN BANKS NOTES		3130A0F70	495,000.00	BARCLAYS		106.23	525,826.62	16,237.04	18,839.80	3.69	3.69	1.73
DTD 12/09/2013 3.375% 12/08/2023												
FANNIE MAE NOTES		3135G0V34	385,000.00	NOMURA		103.09	396,910.75	13,342.95	13,099.12	3.85	3.85	1.71
DTD 02/08/2019 2.500% 02/05/2024												
FHLB BONDS		3130AFW94	110,000.00	BARCLAYS		103.11	113,420.45	3,809.85	3,745.00	3.87	3.87	1.71
DTD 02/15/2019 2.500% 02/13/2024												
<b>Security Type Sub-Total</b>			<b>5,190,000.00</b>				<b>5,332,666.39</b>	<b>127,567.71</b>	<b>131,207.81</b>	<b>2.88</b>	<b>2.88</b>	<b>1.63</b>
<b>Corporate Note</b>												
BRANCH BANKING & TRUST (CALLABLE) NOTES		05531FAZ6	180,000.00	MORGAN_S	01/01/21	100.28	180,511.02	593.82	540.02	1.01	0.98	1.88
DTD 10/26/2017 2.150% 02/01/2021												
BANK OF AMERICA CORP NOTE		06051GFW4	345,000.00	MERRILL		100.92	348,160.89	576.84	2,165.03	1.27	1.27	1.91
DTD 04/19/2016 2.625% 04/19/2021												
AMERICAN EXPRESS CREDIT (CALLABLE) NOTES		0258M0EB1	350,000.00	CSFB	04/04/21	100.48	351,686.65	(339.85)	1,135.03	1.26	1.23	1.88
DTD 05/05/2016 2.250% 05/05/2021												
GOLDMAN SACHS GROUP CORP NOTES		38141GGQ1	310,000.00	GOLDMAN		104.94	325,320.20	(14,405.70)	2,421.45	1.48	1.48	2.04
DTD 07/27/2011 5.250% 07/27/2021												
AMERICAN HONDA FINANCE CORP NOTES		02665WBG5	500,000.00	SUSQ		99.84	499,211.50	4,441.50	1,467.60	1.65	1.65	1.79
DTD 09/09/2016 1.700% 09/09/2021												



**Managed Account Fair Market Value & Analytics**

For the Month Ending **December 31, 2019**

**CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100**

<b>Security Type/Description</b>	<b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>Broker</b>	<b>Next Call Date</b>	<b>Market Price</b>	<b>Market Value</b>	<b>Unreal G/L On Cost</b>	<b>Unreal G/L Amort Cost</b>	<b>Effective Duration</b>	<b>Duration to Worst at Mkt</b>	<b>YTM</b>
<b>Corporate Note</b>												
CITIGROUP INC CORP (CALLABLE) NOTE DTD 12/08/2016 2.900% 12/08/2021		172967LC3	345,000.00	MORGAN_S	11/08/21	101.64	350,669.73	3,313.38	4,532.65	1.81	1.80	2.03
IBM CORP BONDS DTD 01/27/2017 2.500% 01/27/2022		459200JQ5	500,000.00	MERRILL		101.17	505,862.50	4,812.50	5,409.87	1.99	1.99	1.92
BANK OF NY MELLON CORP (CALLABLE) NOTES DTD 02/07/2017 2.600% 02/07/2022		06406RAA5	540,000.00	GOLDMAN	01/07/22	101.52	548,211.78	2,233.98	3,213.43	1.97	1.94	1.86
APPLE INC CORP NOTES DTD 02/09/2017 2.500% 02/09/2022		037833CM0	490,000.00	WELLS_FA		101.51	497,391.65	14,663.25	12,423.50	2.03	2.03	1.77
BB&T CORP (CALLABLE) NOTES DTD 03/21/2017 2.750% 04/01/2022		05531FAX1	180,000.00	TD	03/01/22	101.77	183,189.78	6,532.38	5,126.83	2.11	2.09	1.94
NATIONAL RURAL UTIL COOP CORP NOTES DTD 04/25/2017 2.400% 04/25/2022		637432NM3	355,000.00	GOLDMAN		101.10	358,890.09	13,599.34	9,581.22	2.24	2.24	1.91
UNITED PARCEL SERVICE CORP NOTES DTD 09/27/2012 2.450% 10/01/2022		911312AO9	500,000.00	JPM_CHAS		101.60	508,016.00	19,751.00	15,258.98	2.64	2.64	1.85
HOME DEPOT INC CORP NOTES DTD 04/05/2013 2.700% 04/01/2023		437076AZ5	125,000.00	WELLS_FA		102.58	128,223.00	5,598.00	4,810.78	3.09	3.09	1.88
JPMORGAN CHASE & CO CORP NOTES DTD 05/18/2016 2.700% 05/18/2023		46625HRL6	340,000.00	MKTX		101.82	346,186.30	(2,249.10)	(1,543.54)	3.21	3.21	2.14
PFIZER INC CORP NOTES DTD 03/11/2019 2.950% 03/15/2024		717081ES8	600,000.00	BNP_PARI		103.86	623,157.60	15,897.60	16,922.21	3.92	3.92	1.99
WALMART INC CORPORATE NOTES DTD 04/23/2019 2.850% 07/08/2024		931142EL3	610,000.00	CITIGRP		103.75	632,903.06	3,864.96	5,569.15	4.18	4.18	1.98
WALT DISNEY COMPANY/THE DTD 09/06/2019 1.750% 08/30/2024		254687FK7	365,000.00	JPM_CHAS		99.24	362,230.38	(1,280.42)	(1,371.73)	4.43	4.43	1.92
<b>Security Type Sub-Total</b>			<b>6,635,000.00</b>				<b>6,749,822.13</b>	<b>77,603.48</b>	<b>87,662.48</b>	<b>2.49</b>	<b>2.49</b>	<b>1.92</b>
<b>Certificate of Deposit</b>												
CANADIAN IMP BK COMM NY FLT CERT DEPOS DTD 04/10/2018 2.410% 04/10/2020		13606BVFO	280,000.00	MERRILL		100.10	280,285.04	285.04	285.04	0.03	0.27	2.06



**Managed Account Fair Market Value & Analytics**

For the Month Ending **December 31, 2019**

**CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100**

<b>Security Type/Description</b>				<b>Next Call</b>	<b>Market</b>	<b>Market</b>	<b>Unreal G/L</b>	<b>Unreal G/L</b>	<b>Effective</b>	<b>Duration</b>	<b>YTM</b>
<b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>Broker</b>	<b>Date</b>	<b>Price</b>	<b>Value</b>	<b>On Cost</b>	<b>Amort Cost</b>	<b>Duration</b>	<b>to Worst at Mkt</b>	
<b>Certificate of Deposit</b>											
BANK OF MONTREAL CHICAGO CERT DEPOS	06370REU9	600,000.00	BMO		100.68	604,080.00	4,080.00	4,080.00	0.59	0.59	2.02
DTD 08/03/2018 3.190% 08/03/2020											
WESTPAC BANKING CORP NY CD	96121T4A3	625,000.00	JPM_CHAS		100.23	626,466.25	1,466.25	1,466.25	0.59	0.59	1.57
DTD 08/07/2017 2.050% 08/03/2020											
SUMITOMO MITSUI BANK NY CERT DEPOS	86565BPC9	350,000.00	GOLDMAN		101.37	354,797.80	5,273.80	4,920.22	0.78	0.78	1.68
DTD 10/18/2018 3.390% 10/16/2020											
SWEDBANK (NEW YORK) CERT DEPOS	87019U6D6	700,000.00	MERRILL		100.27	701,911.70	1,911.70	1,911.70	0.88	0.88	1.97
DTD 11/17/2017 2.270% 11/16/2020											
MUFG BANK LTD/NY CERT DEPOS	55379WZT6	345,000.00	MITSU		101.50	350,167.76	5,167.76	5,167.76	1.11	1.11	1.69
DTD 02/28/2019 2.970% 02/26/2021											
CREDIT AGRICOLE CIB NY CERT DEPOS	22535CDU2	280,000.00	CREDAG		101.02	282,861.60	2,861.60	2,861.60	1.21	1.21	2.03
DTD 04/04/2019 2.830% 04/02/2021											
NORDEA BANK ABP NEW YORK CERT DEPOS	65558TLL7	525,000.00	MERRILL		100.16	525,855.23	855.23	855.23	2.57	2.57	1.81
DTD 08/29/2019 1.850% 08/26/2022											
SKANDINAV ENSKILDA BANK LT CD	83050PDR7	555,000.00	BARCLAYS		100.19	556,049.51	1,049.51	1,049.51	2.57	2.57	1.81
DTD 09/03/2019 1.860% 08/26/2022											
DNB BANK ASA/NY LT CD	23341VZT1	270,000.00	GOLDMAN		99.89	269,710.02	(289.98)	(289.98)	2.82	2.82	2.08
DTD 12/04/2019 2.040% 12/02/2022											
<b>Security Type Sub-Total</b>		<b>4,530,000.00</b>				<b>4,552,184.91</b>	<b>22,660.91</b>	<b>22,307.33</b>	<b>1.29</b>	<b>1.31</b>	<b>1.86</b>
<b>Asset-Backed Security</b>											
HYUNDAI ABS 2016-B A3	44891EAC3	15,573.15	JPMCHASE		99.93	15,562.58	(8.47)	(10.09)	0.11	0.90	1.37
DTD 09/21/2016 1.290% 04/15/2021											
HAROT 2017-4 A3	43813FAC7	108,507.49	BARCLAYS		100.06	108,568.69	76.49	68.70	0.51	0.96	1.99
DTD 11/29/2017 2.050% 11/21/2021											
TAOT 2017-D A3	89238KAD4	170,594.71	JPM_CHAS		99.99	170,569.82	(9.17)	(16.98)	0.56	1.03	1.94
DTD 11/15/2017 1.930% 01/15/2022											
ALLYA 2017-5 A3	02007YAC8	151,580.47	CITIGRP		100.01	151,600.25	31.54	25.95	0.44	1.11	1.98
DTD 11/22/2017 1.990% 03/15/2022											
NAROT 2017-C A3	65478HAD0	102,167.60	WELLS_FA		100.10	102,271.90	121.58	110.60	0.61	0.54	1.93
DTD 12/13/2017 2.120% 04/15/2022											



**Managed Account Fair Market Value & Analytics**

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<b>Asset-Backed Security</b>												
TAOT 2018-A A3		89238BAD4	169,370.39	MITSU		100.26	169,813.18	444.74	443.84	0.65	1.19	2.13
DTD 01/31/2018 2.350% 05/16/2022												
ALLYA 2018-1 A3		02007MAE0	243,807.70	BARCLAYS		100.21	244,326.50	546.98	535.07	0.53	1.23	2.18
DTD 01/31/2018 2.350% 06/15/2022												
HART 2018-A A3		44891KAD7	115,000.00	BARCLAYS		100.69	115,791.14	808.46	801.73	0.83	1.27	2.25
DTD 04/18/2018 2.790% 07/15/2022												
MBART 2018-1 A3		58772RAD6	225,000.00	BNP_PARI		100.98	227,214.72	2,223.36	2,220.61	1.00	1.52	2.38
DTD 07/25/2018 3.030% 01/15/2023												
ALLYA 2018-3 A3		02007JAC1	350,000.00	BARCLAYS		100.78	352,715.48	2,739.42	2,731.67	0.77	1.52	2.49
DTD 06/27/2018 3.000% 01/15/2023												
NAROT 2018-B A3		65479GAD1	210,000.00	SOCGEN		101.35	212,842.60	2,849.40	2,847.29	1.28	1.60	2.22
DTD 07/25/2018 3.060% 03/15/2023												
HAROT 2019-1 A3		43814WAC9	100,000.00	MERRILL		101.53	101,533.30	1,535.98	1,535.41	1.65	1.61	1.88
DTD 02/27/2019 2.830% 03/20/2023												
HYUNDAI AUTO RECEIVABLES TRUST		44932NAD2	150,000.00	SOCGEN		101.07	151,611.12	1,630.86	1,627.46	1.59	1.72	2.04
DTD 04/10/2019 2.660% 06/15/2023												
HAROT 2019-2 A3		43815MAC0	190,000.00	JPM_CHAS		101.19	192,255.62	2,262.71	2,261.68	1.82	1.74	1.84
DTD 05/29/2019 2.520% 06/21/2023												
NAROT 2019-A A3		65479KAD2	225,000.00	MITSU		101.56	228,512.61	3,546.70	3,540.42	1.67	1.89	2.08
DTD 02/13/2019 2.900% 10/15/2023												
COPAR 2019-1 A3		14042WAC4	100,000.00	JPM_CHAS		100.89	100,894.70	914.96	912.50	1.88	1.93	2.05
DTD 05/30/2019 2.510% 11/15/2023												
CARMX 2019-2 A3		14316LAC7	125,000.00	RBC		101.26	126,569.20	1,581.97	1,580.20	1.85	2.09	2.08
DTD 04/17/2019 2.680% 03/15/2024												
<b>Security Type Sub-Total</b>			<b>2,751,601.51</b>				<b>2,772,653.41</b>	<b>21,297.51</b>	<b>21,216.06</b>	<b>1.06</b>	<b>1.46</b>	<b>2.13</b>
<b>Managed Account Sub-Total</b>			<b>36,314,705.60</b>				<b>36,776,309.64</b>	<b>575,885.82</b>	<b>525,907.42</b>	<b>2.46</b>	<b>2.46</b>	<b>1.75</b>
<b>Securities Sub-Total</b>			<b>\$36,314,705.60</b>				<b>\$36,776,309.64</b>	<b>\$575,885.82</b>	<b>\$525,907.42</b>	<b>2.46</b>	<b>2.46</b>	<b>1.75%</b>
<b>Accrued Interest</b>							<b>\$217,998.81</b>					
<b>Total Investments</b>							<b>\$36,994,308.45</b>					



**Managed Account Security Transactions & Interest**

For the Month Ending **December 31, 2019**

**CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100**

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
<b>BUY</b>										
12/02/19	12/04/19	US TREASURY NOTES DTD 11/15/2012 1.625% 11/15/2022	912828TY6	1,000,000.00	(999,414.06)	(848.21)	(1,000,262.27)			
12/05/19	12/06/19	DNB BANK ASA/NY LT CD DTD 12/04/2019 2.040% 12/02/2022	23341VZT1	270,000.00	(270,000.00)	0.00	(270,000.00)			
12/13/19	12/18/19	FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/25/2024	3136AJB54	260,000.00	(272,634.38)	(410.79)	(273,045.17)			
<b>Transaction Type Sub-Total</b>				<b>1,530,000.00</b>	<b>(1,542,048.44)</b>	<b>(1,259.00)</b>	<b>(1,543,307.44)</b>			
<b>INTEREST</b>										
12/01/19	12/25/19	FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/25/2024	3137FO3V3	135,000.00	0.00	235.35	235.35			
12/01/19	12/25/19	FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2015 2.791% 01/25/2022	3137BHXY8	325,000.00	0.00	755.90	755.90			
12/01/19	12/25/19	FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/25/2022	3137BLUR7	150,000.00	0.00	339.50	339.50			
12/01/19	12/25/19	FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.307% 08/25/2022	3137AWOH1	165,000.00	0.00	317.21	317.21			
12/01/19	12/25/19	FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/25/2021	3136B1XP4	153,431.01	0.00	461.98	461.98			
12/01/19	12/25/19	FHLMC SERIES K721 A2 DTD 12/01/2015 3.090% 08/25/2022	3137BM6P6	180,000.00	0.00	463.50	463.50			
12/02/19	12/02/19	MONEY MARKET FUND	MONEY0002	0.00	0.00	87.53	87.53			
12/08/19	12/08/19	CITIGROUP INC CORP (CALLABLE) NOTE DTD 12/08/2016 2.900% 12/08/2021	172967LC3	345,000.00	0.00	5,002.50	5,002.50			
12/08/19	12/08/19	FEDERAL HOME LOAN BANKS NOTES DTD 12/09/2013 3.375% 12/08/2023	3130A0F70	495,000.00	0.00	8,353.13	8,353.13			
12/15/19	12/15/19	COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	100,000.00	0.00	209.17	209.17			
12/15/19	12/15/19	HYUNDAI ABS 2016-B A3 DTD 09/21/2016 1.290% 04/15/2021	44891EAC3	22,428.11	0.00	24.11	24.11			
12/15/19	12/15/19	TAOT 2018-A A3 DTD 01/31/2018 2.350% 05/16/2022	89238BAD4	180,000.00	0.00	352.50	352.50			



**Managed Account Security Transactions & Interest**

For the Month Ending **December 31, 2019**

**CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100**

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
<b>INTEREST</b>											
	12/15/19	12/15/19	ALLYA 2017-5 A3 DTD 11/22/2017 1.990% 03/15/2022	02007YAC8	166,524.59	0.00	276.15	276.15			
	12/15/19	12/15/19	NAROT 2017-C A3 DTD 12/13/2017 2.120% 04/15/2022	65478HAD0	109,846.47	0.00	194.06	194.06			
	12/15/19	12/15/19	ALLYA 2018-3 A3 DTD 06/27/2018 3.000% 01/15/2023	02007JAC1	350,000.00	0.00	875.00	875.00			
	12/15/19	12/15/19	NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	225,000.00	0.00	543.75	543.75			
	12/15/19	12/15/19	MBART 2018-1 A3 DTD 07/25/2018 3.030% 01/15/2023	58772RAD6	225,000.00	0.00	568.13	568.13			
	12/15/19	12/15/19	HART 2018-A A3 DTD 04/18/2018 2.790% 07/15/2022	44891KAD7	115,000.00	0.00	267.38	267.38			
	12/15/19	12/15/19	NAROT 2018-B A3 DTD 07/25/2018 3.060% 03/15/2023	65479GAD1	210,000.00	0.00	535.50	535.50			
	12/15/19	12/15/19	ALLYA 2018-1 A3 DTD 01/31/2018 2.350% 06/15/2022	02007MAE0	263,836.74	0.00	516.68	516.68			
	12/15/19	12/15/19	CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	125,000.00	0.00	279.17	279.17			
	12/15/19	12/15/19	TAOT 2017-D A3 DTD 11/15/2017 1.930% 01/15/2022	89238KAD4	184,483.36	0.00	296.71	296.71			
	12/15/19	12/15/19	HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	150,000.00	0.00	332.50	332.50			
	12/18/19	12/18/19	HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	100,000.00	0.00	235.83	235.83			
	12/19/19	12/19/19	FREDDIE MAC NOTES DTD 06/11/2018 2.750% 06/19/2023	3137EAEN5	1,140,000.00	0.00	15,675.00	15,675.00			
	12/21/19	12/21/19	HAROT 2019-2 A3 DTD 05/29/2019 2.520% 06/21/2023	43815MAC0	190,000.00	0.00	399.00	399.00			
	12/21/19	12/21/19	HAROT 2017-4 A3 DTD 11/29/2017 2.050% 11/21/2021	43813FAC7	118,399.58	0.00	202.27	202.27			
	12/31/19	12/31/19	US TREASURY N/B DTD 12/31/2018 2.625% 12/31/2023	9128285U0	65,000.00	0.00	853.13	853.13			
<b>Transaction Type Sub-Total</b>					<b>5,988,949.86</b>	<b>0.00</b>	<b>38,652.64</b>	<b>38,652.64</b>			



**Managed Account Security Transactions & Interest**

For the Month Ending **December 31, 2019**

**CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100**

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
<b>PAYDOWNS</b>										
12/01/19	12/25/19	FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/25/2021	3136B1XP4	5,114.73	5,114.73	0.00	5,114.73	(101.74)	0.00	
12/01/19	12/25/19	FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/25/2024	3137FO3V3	212.19	212.19	0.00	212.19	0.01	0.00	
12/15/19	12/15/19	NAROT 2017-C A3 DTD 12/13/2017 2.120% 04/15/2022	65478HAD0	7,678.87	7,678.87	0.00	7,678.87	1.30	0.00	
12/15/19	12/15/19	ALLYA 2017-5 A3 DTD 11/22/2017 1.990% 03/15/2022	02007YAC8	14,944.12	14,944.12	0.00	14,944.12	1.16	0.00	
12/15/19	12/15/19	ALLYA 2018-1 A3 DTD 01/31/2018 2.350% 06/15/2022	02007MAE0	20,029.04	20,029.04	0.00	20,029.04	2.32	0.00	
12/15/19	12/15/19	TAOT 2018-A A3 DTD 01/31/2018 2.350% 05/16/2022	89238BAD4	10,629.61	10,629.61	0.00	10,629.61	0.12	0.00	
12/15/19	12/15/19	TAOT 2017-D A3 DTD 11/15/2017 1.930% 01/15/2022	89238KAD4	13,888.65	13,888.65	0.00	13,888.65	1.28	0.00	
12/15/19	12/15/19	HYUNDAI ABS 2016-B A3 DTD 09/21/2016 1.290% 04/15/2021	44891EAC3	6,854.96	6,854.96	0.00	6,854.96	0.92	0.00	
12/21/19	12/21/19	HAROT 2017-4 A3 DTD 11/29/2017 2.050% 11/21/2021	43813FAC7	9,892.09	9,892.09	0.00	9,892.09	1.39	0.00	
<b>Transaction Type Sub-Total</b>				<b>89,244.26</b>	<b>89,244.26</b>	<b>0.00</b>	<b>89,244.26</b>	<b>(93.24)</b>	<b>0.00</b>	
<b>SELL</b>										
12/02/19	12/04/19	TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 01/08/2019 3.050% 01/08/2021	89236TFQ3	130,000.00	131,667.90	1,608.03	133,275.93	1,745.90	1,711.15	FIFO
12/02/19	12/04/19	PEPSICO INC CORP (CALLABLE) NOTE DTD 10/10/2017 2.000% 04/15/2021	713448DX3	220,000.00	220,418.00	598.89	221,016.89	462.00	435.56	FIFO
12/02/19	12/04/19	AMERICAN EXPRESS CREDIT (CALLABLE) NOTES DTD 05/05/2016 2.250% 05/05/2021	0258M0EB1	450,000.00	451,980.00	815.63	452,795.63	(625.50)	1,229.18	FIFO
12/02/19	12/04/19	TOYOTA MOTOR CREDIT CORP NOTES DTD 04/13/2018 2.950% 04/13/2021	89236TEU5	160,000.00	162,398.40	668.67	163,067.07	2,462.40	2,428.06	FIFO
12/05/19	12/06/19	US TREASURY NOTES DTD 11/15/2012 1.625% 11/15/2022	912828TY6	270,000.00	270,116.02	253.13	270,369.15	274.22	273.93	FIFO



**Managed Account Security Transactions & Interest**

For the Month Ending **December 31, 2019**

**CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100**

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
<b>SELL</b>										
12/13/19	12/18/19	US TREASURY NOTES DTD 11/30/2016 2.125% 11/30/2023	912828U57	270,000.00	274,862.11	282.17	275,144.28	9,692.58	8,807.21	FIFO
<b>Transaction Type Sub-Total</b>				<b>1,500,000.00</b>	<b>1,511,442.43</b>	<b>4,226.52</b>	<b>1,515,668.95</b>	<b>14,011.60</b>	<b>14,885.09</b>	
<b>Managed Account Sub-Total</b>					<b>58,638.25</b>	<b>41,620.16</b>	<b>100,258.41</b>	<b>13,918.36</b>	<b>14,885.09</b>	
<b>Total Security Transactions</b>					<b>\$58,638.25</b>	<b>\$41,620.16</b>	<b>\$100,258.41</b>	<b>\$13,918.36</b>	<b>\$14,885.09</b>	



## **AGENDA STAFF REPORT**

**City Council Meeting**

**Consent Calendar**

**Agenda Item No. 10.8**

**February 26, 2020**

## **Acceptance of Parcel Map No. 37629 – The Merge Northeast Corner of Archibald Avenue and Limonite Avenue**

---

**Prepared By:** Gina Gibson-Williams, Community Development Director

### **Recommended Action(s)**

1. Adopt Resolution 20-XX, approving the Final Map for Parcel Map No. 37629; and,
2. Authorize the City Manager to execute the Subdivision Improvement Agreement; and,
3. Authorize the City Manager to execute the RBBB and TUMF Credit Agreements.

### **Summary**

Staff has reviewed and recommends approval of Parcel Map No. 37629, which consists of 26 acres, with 10.81 acres for commercial and 16 acres for industrial. This Parcel Map has been examined and checked for compliance with the City of Eastvale ordinances and the State of California Subdivision Map Act.

The Developer, The Merge Company LLC, has requested to enter into agreements with the City by the terms of which the Developer's eligible costs for construction of the improvements can be reimbursed or receive credit against the Road and Bridge Benefit District (RBBB) and Transportation Uniform Mitigation (TUMF) fees to be paid by the Developer.

### **Background**

As a condition of development of the property, the Developer is required to construct roadway improvements to Limonite Avenue and Archibald Avenue, including street widening to meet the ultimate half-section width as a six-lane urban arterial highway and submit in-lieu fees for construction of landscaped median. The improvements are identified in the RBBB and TUMF program and the construction costs of the improvements can be reimbursed or receive credit from fees to be paid by the Developer.

A Subdivision Improvement Agreement has been reviewed and approved by the City Attorney. Bonds and insurance requirements under this agreement have been satisfactorily provided. The monuments shown on the Final Map will be set and field checked by the project surveyor. All Conditions of Approval will be satisfied upon completion of the improvements required and secured by the Subdivision Improvement and associated bonds.

The attached RBBD agreement (attachment 4) provides eligible construction costs for a landscaped median along Limonite Avenue and Archibald Avenue. The City estimates that the Developer's RBBD fee obligation for the project is \$241,965.18, and the developer would be eligible for reimbursement/credit in an amount not to exceed \$157,495. The developer has already provided in-lieu fees for the design and construction of the landscaped medians.

The attached TUMF agreement (attachment 5) provides eligible construction costs for constructing one additional lane along Limonite Avenue and Archibald Avenue. The City estimates that the Developer's TUMF fee obligation for the project is \$1,158,744, and the developer would be eligible for reimbursement/credit in an amount not to exceed \$361,688.

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

Create value-added development and land use flexibility.

**Fiscal Impact**

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

**Prior City Council/Commission Action**

On March 27, 2019, City Council approved the Parcel Map No. 37629 (Map A) for land financing and/or conveyance, not for development purposes.

**Attachment(s)**

1. Resolution 20-XX
2. Exhibit A to Resolution 20-XX: Final Map
3. Vicinity Map
4. Subdivision Improvement Agreement
5. RBBD Credit Agreement
6. TUMF Credit Agreement

**RESOLUTION NO. 20-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA,  
APPROVING PARCEL MAP NO. 37629 (PROJECT NO. 19-10011)**

**WHEREAS**, The Merge Company LLC, a California Limited Liability Company, proposed a development of Parcel 37629; and

**WHEREAS**, on March 27, 2019, the City of Eastvale approved the approved the Parcel Map No. 37629 for financial and conveyance purposes (Map A); and

**NOW, THEREFORE,**

**SECTION 1. THE CITY COUNCIL OF THE CITY OF EASTVALE PURSUANT TO GOVERNMENT CODE SECTION 66458, HEREBY APPROVES THE PARCEL MAP NO. 37629, A COPY OF WHICH IS HEREBY ATTACHED HERETO AS EXHIBIT A AND MADE PART OF THIS RESOLUTION.**

**PASSED, APPROVED AND ADOPTED** this 26<sup>th</sup> day of February 2020.

---

Brandon Plott  
Mayor

APPROVED AS TO FORM:

ATTEST:

---

Erica Vega  
City Attorney

---

Marc A. Donohue, MMC  
City Clerk

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

I, Marc A. Donohue, City Clerk of the City of Eastvale, California, do hereby certify that the foregoing City Council Resolution No. 20-XX, was duly adopted by the City Council of the City of Eastvale, California, at a meeting held on the 26<sup>th</sup> day of February 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Marc A. Donohue, MMC  
City Clerk

# PARCEL MAP NO. 37649

## IN THE CITY OF EASTVALE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

BEING A SUBDIVISION OF PARCELS 1 AND 2 OF PARCEL MAP NO. 37629 AS PER MAP FILED IN BOOK 246, PAGES 61 THROUGH 63, INCLUSIVE OF PARCEL MAPS RECORDS OF RIVERSIDE COUNTY.

KIMLEY-HORN AND ASSOCIATES, INC

FEBRUARY 2019

### OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON. THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID LAND. THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:  
LOTS "A" THROUGH "C", INCLUSIVE. THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES.

AS A CONDITION OF DEDICATION OF LOT "A", ARCHIBALD AVENUE, AND LOTS "B" AND "C", LIMONITE AVENUE, THE OWNERS OF PARCELS 1, 7, 8, 10 AND 11 ABUTTING THESE HIGHWAYS AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL, ALSO EXCEPTING THREE (3) FORTY-FOOT WIDE ACCESS OPENINGS, ONE EACH FOR LOTS "A", "B" AND "C", AS SHOWN HEREON. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS DEDICATION AS TO THE PART VACATED.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:  
ABUTTER'S RIGHTS OF ACCESS ALONG ARCHIBALD AVENUE AND LIMONITE AVENUE.

THE OWNER'S OF PARCELS 1, 8, 10, 11, 13 AND 14, ABUTTING THESE HIGHWAYS AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL, ALSO EXCEPTING ONE (1) FORTY-FOOT WIDE ACCESS OPENING, FOR PARCELS 13 AND 14, AS SHOWN HEREON. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS DEDICATION AS TO THE PART VACATED.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:  
THE DEDICATION IS FOR PEDESTRIAN USE, AS SHOWN HEREON.

### THE MERGE COMPANY I, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

THOMAS MONEY, MANAGER DATE

### REXFORD INDUSTRIAL - EASTVALE, LLC, A DELAWARE LIMITED LIABILITY COMPANY

NAME: DATE  
TITLE:

### NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

ON \_\_\_\_\_, BEFORE ME, \_\_\_\_\_  
A NOTARY PUBLIC, PERSONALLY APPEARED

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER **PENALTY OF PERJURY** UNDER THE LAWS OF THE STATE OF \_\_\_\_\_ THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

**WITNESS MY HAND.**

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_

COMMISSION EXPIRES: \_\_\_\_\_

COMMISSION # OF NOTARY: \_\_\_\_\_

### NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

ON \_\_\_\_\_, BEFORE ME, \_\_\_\_\_  
A NOTARY PUBLIC, PERSONALLY APPEARED

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER **PENALTY OF PERJURY** UNDER THE LAWS OF THE STATE OF \_\_\_\_\_ THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

**WITNESS MY HAND.**

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_

COMMISSION EXPIRES: \_\_\_\_\_

COMMISSION # OF NOTARY: \_\_\_\_\_

### TAX COLLECTOR'S CERTIFICATE:

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ \_\_\_\_\_.

DATE: \_\_\_\_\_, 20\_\_\_\_

JON CHRISTENSEN  
COUNTY TAX COLLECTOR

BY: \_\_\_\_\_, DEPUTY

### TAX BOND CERTIFICATE:

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ \_\_\_\_\_ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE: \_\_\_\_\_, 20\_\_\_\_

CASH OR SURETY TAX BOND  
JON CHRISTENSEN  
COUNTY TAX COLLECTOR

BY: \_\_\_\_\_, DEPUTY

### ABANDONMENT NOTE:

PURSUANT TO SECTIONS 66434 (g) AND 66499.20.2 OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS PARCEL MAP CONSTITUTES THE ABANDONMENT OF THE FOLLOWING:

THOSE PORTIONS OF THE EASEMENTS DEDICATED FOR PUBLIC USE FOR STREET AND PUBLIC UTILITY PURPOSES, LIMONITE AVENUE (LOT A) AND ARCHIBALD AVENUE (LOT D), CREATED BY PARCEL MAP NO. 33036, AS FILED IN BOOK 217 OF PARCELS MAPS, PAGES 57 AND 58, RECORDED JUNE 15, 2006, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE.

### RECORDER'S STATEMENT:

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ OF PARCEL MAPS, AT PAGES \_\_\_\_\_, AT THE REQUEST OF THE CITY OF EASTVALE.

NO. \_\_\_\_\_

FEE \_\_\_\_\_

PETER ALDANA, ASSESSOR - COUNTY CLERK - RECORDER

BY: \_\_\_\_\_, DEPUTY

SUBDIVISION GUARANTEE: FIRST AMERICAN TITLE COMPANY NO. \_\_\_\_\_

### SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE MERGE COMPANY I, LLC IN FEBRUARY, 2019.

I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

DATE: \_\_\_\_\_

MICHAEL J. KNAPTON, L.S. 8012, EXP. 12-31-20



### CITY ENGINEER'S STATEMENT:

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF PARCEL MAP NO. 37649 AS FILED, AMENDED AND APPROVED BY THE CITY OF EASTVALE ON DECEMBER 18, 2019. THE EXPIRATION DATE BEING DECEMBER 18, 2021; AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE: \_\_\_\_\_, 20\_\_\_\_

CRAIG L. BRADSHAW, P.E., P.L.S.  
ACTING CITY ENGINEER, CITY SURVEYOR  
INTERWEST CONSULTING  
RCE 39425, EXP 12/31/21  
PLS 6881, EXP 12/31/20  
CITY OF EASTVALE

### CITY COUNCIL STATEMENT :

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF THE CITY OF EASTVALE AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, AND THAT THEREUPON SAID COUNCIL DID, BY ORDER DULY PASSED AND ENTERED, APPROVED SAID MAP.

WE, THE CITY COUNCIL, ON BEHALF OF THE CITY OF EASTVALE, HEREBY ACCEPT THE FOLLOWING OFFERS OF DEDICATION:

THE EASEMENT FOR PEDISTRIAN USE AS SHOWN HEREON.

THE ABANDONMENT OF ABUTTER'S RIGHTS OF ACCESS OF THE ABUTTING PARCELS ALONG ARCHIBALD AVENUE AND LIMONITE AVENUE, EXCEPT FOR THE FOUR (4) FORTY-FOOT WIDE, DRIVEWAY ACCESS OPENINGS, AS SHOWN HEREON.

WE, THE CITY COUNCIL, DO NOT ACCEPT THE OFFERS OF DEDICATION OF LOT A, LOT B AND LOT C. SAID OFFERS OF DEDICATION SHALL REMAIN OPEN AND SUBJECT TO FUTURE ACCEPTANCE BY THE CITY.

DATED: \_\_\_\_\_, 20\_\_\_\_

ATTEST: \_\_\_\_\_

STEPHANIE VASQUEZ,  
ASSISTANT CITY CLERK OF THE CITY OF EASTVALE

# PARCEL MAP NO. 37649

## IN THE CITY OF EASTVALE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

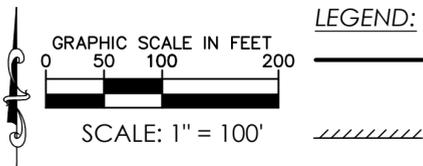
BEING A SUBDIVISION OF PARCELS 1 AND 2 OF PARCEL MAP NO. 37629 AS PER MAP FILED IN BOOK 246, PAGES 61 THROUGH 63, INCLUSIVE OF PARCEL MAPS RECORDS OF RIVERSIDE COUNTY.

KIMLEY-HORN AND ASSOCIATES, INC  
FEBRUARY 2019  
**PROCEDURE OF SURVEY**

### ENVIRONMENTAL CONSTRAINT NOTE:

ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE OFFICE OF THE RIVERSIDE COUNTY SURVEYOR, IN E.C.S. BOOK 38, PAGE 25. THIS AFFECTS ALL LOTS

-	BEARING (M)	LENGTH (M)	BEARING (R)	LENGTH (R)	REF.
L1	N00°46'12"E	4.76'	N00°46'24"E	4.98'	R3
L2	N69°53'42"E	33.10'	N69°48'59"E	32.89'	R4



**LEGEND:**

- INDICATES THE BOUNDARY OF THE LAND SUBDIVIDED BY PARCEL MAP NO. 37629 TOTAL 26.28 ACRES
- ////// INDICATES ACCESS RIGHTS RELINQUISHED
- INDICATES FOUND MONUMENT AS NOTED, UNLESS OTHERWISE NOTED
- INDICATES SET 1" I.P. WITH TAG MKD. "L.S. 8012"; FLUSH, OR LEAD, TACK AND TAG UNLESS OTHERWISE NOTED HEREON.
- △ INDICATES SET 18" COPPERWELD MKD. "L.S. 8012" PER COUNTY OF RIVERSIDE STANDARD NO. 903
- ⊠ INDICATES SET SPIKE AND WASHER MKD. "L.S. 8012" WITH L&T TIES, THE SHEET TO BE FILED WITH CITY OF ONTARIO AND CITY OF EASTVALE
- ⊕ CENTERLINE
- ⊕ S.F.N. SEARCHED, FOUND NOTHING
- CFR CALCULATED FROM RECORD
- (R) INDICATES RADIAL BEARING
- ( ) INDICATES RECORD DATA AS NOTED

**EASEMENTS:**

SEE SHEETS 4 - 5

**REFERENCES:**

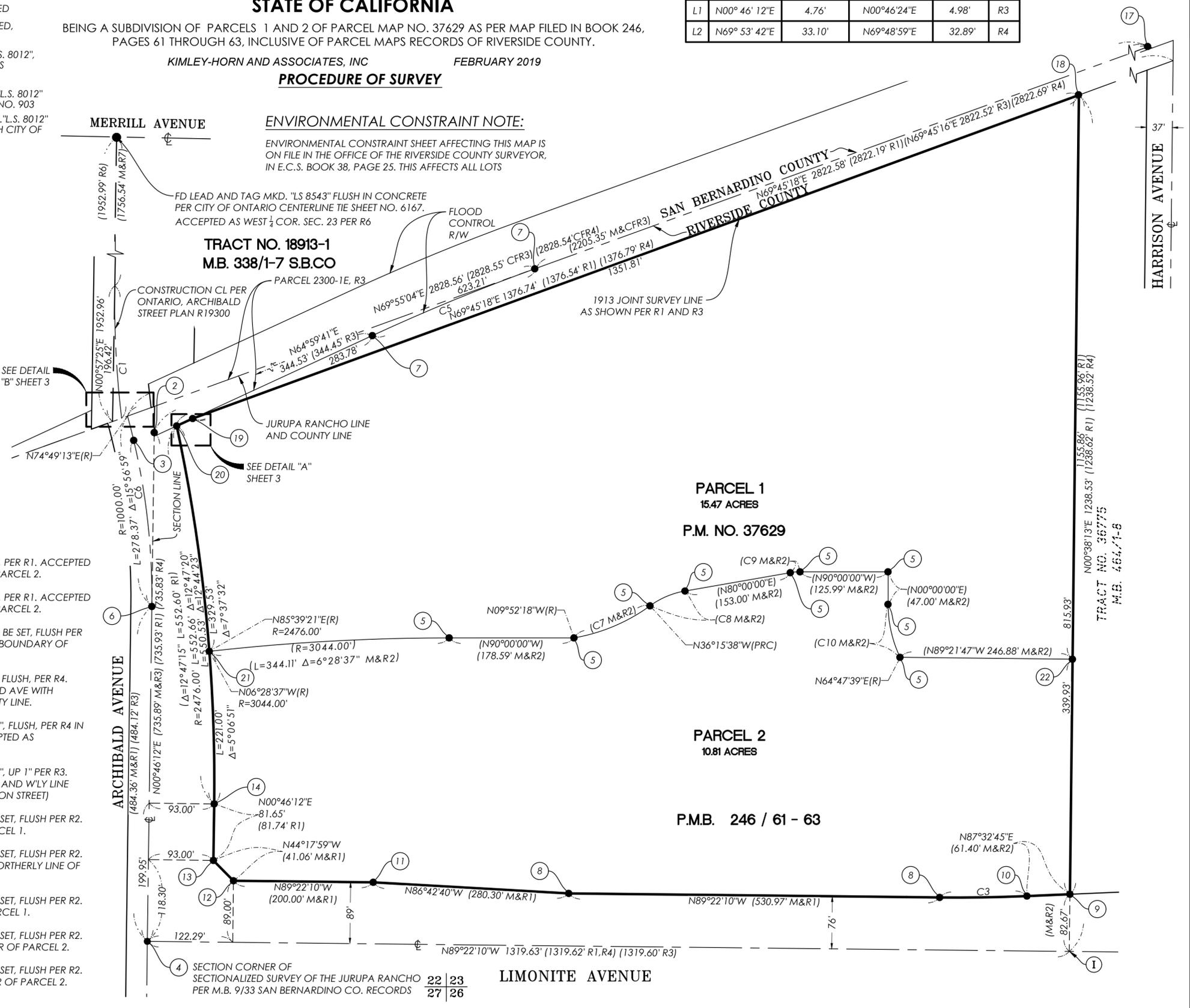
- R1 PARCEL MAP NO. 33036, P.M.B. 217/57-58 C.O.C. 2018-0434347, O.R.
- R2 PARCEL MAP NO. 37629, P.M.B. 246/61-63 ROS 115/37-50
- R3 PARCEL MAP NO. 37046, P.M.B. 243/1-4
- R4 TRACT NO. 36775, M.B. 464/1-8
- R5 TRACT NO. 18913-1, M.B. 338/1-7, S.B.CO RECORDS
- R7 RECORD DRAWING NO. R19300 CITY OF ONTARIO

-	RADIUS	LENGTH	DELTA
C2	2476.00'	2.12'	Δ=0°02'57"
C7	259.00'	119.29'	Δ=26°23'20"
C8	120.00'	55.00'	Δ=26°15'38"
C9	80.00'	13.96'	Δ=10°00'00"
C10	180.00'	79.19'	Δ=25°12'21"

-	RADIUS (M)	LENGTH (M)	DELTA (M)	RADIUS (R)	LENGTH (R)	DELTA (R)	REF.
C1	1425.00'	192.03'	Δ=7°43'16"	1425.00'	192.11'	Δ=07°43'27"	R7
C3	2324.00'	125.12'	Δ=3°05'05"	2324.00'	124.91'	Δ=03°04'46"	R1
C5	2960.00'	254.32'	Δ=4°55'22"	2960.00'	254.40'	Δ=04°55'28"	R3
C6	1000.00'	242.28'	Δ=13°52'53"	1000.00'	242.46'	Δ=13°53'31"	R1

**ESTABLISHMENT NOTES:**

- ① FD 1" IP W/PP MKD. "LS 5529", DN. 5" PER R1. ACCEPTED AS NW COR. PARCEL 2, R1.
- ② FD 1" IP W/TAG MKD. "RCFCWCD", DN. 9", PER R4. ACCEPTED AS INT OF 1913 JOINT SURVEY LINE AND W'LY LINE PARCEL 2300-1E PER R3.
- ③ FD SPIKE & WASHER MKD. "LS 5347"; FLUSH, PER R4. ACCEPTED AS INT OF CL ARCHIBALD AVE AND 1913 JOINT SURVEY LINE.
- ④ FD 1-1/2" SQ. TOP IP W/NAIL AND WASHER, DN. 18" IN WELL PER R3. ACCEPTED AS CL INT OF ARCHIBALD AVE AND LIMONITE AVE.
- ⑤ 1" IP WITH TAG MKD "LS 8012" TO BE SET, FLUSH PER R2. ACCEPTED AS ANGLE POINT ON THE NORTHERLY LINE OF PARCEL 2.
- ⑥ FD 1" IP W/TAG ILLEG., FLUSH. PER R1. ACCEPTED AS BC ON CL ARCHIBALD AVE.
- ⑦ FD 3/4" IP W/TAG MKD. "RCFCWCD", FLUSH PER R3. ACCEPTED AS BC/EC ON FLOOD CONTROL RIGHT-OF-WAY.
- ⑧ 1" IP MKD. "LS 8012" TO BE SET, FLUSH PER R2. ACCEPTED AS POINT ON THE SOUTHERLY LINE OF PARCEL 2.
- ⑨ 1" IP WITH TAG MKD "LS 8012" TO BE SET, FLUSH PER R2. ACCEPTED AS SE CORNER OF PARCEL 2.
- ⑩ FD 1" IP W/PP MKD. "LS 5529", DN. 6", PER R1. ACCEPTED AS BC/EC ON S'LY BOUNDARY PARCEL 2.
- ⑪ 1" IP WITH TAG MKD "LS 8012" TO BE SET, FLUSH PER R2. ACCEPTED AS ANGLE POINT IN SOUTHERLY LINE OF PARCEL 2.
- ⑫ FD 1" IP W/PP MKD. "LS 5529", DN. 4", PER R1. ACCEPTED AS ANGLE POINT AT THE SW COR. PARCEL 2.
- ⑬ FD 1" IP W/PP MKD. "LS 5529", DN. 1", PER R1. ACCEPTED AS ANGLE POINT AT THE SW COR. PARCEL 2.
- ⑭ FD 1" IP WITH TAG MKD. "LS 8012" TO BE SET, FLUSH PER R2. ACCEPTED AS BC ON THE W'LY BOUNDARY OF PARCEL 2.
- ⑮ FD SPIKE & WASHER MKD. "LS 5347"; FLUSH, PER R4. ACCEPTED AS INT OF CL ARCHIBALD AVE WITH JURUPA RANCHO LINE AND COUNTY LINE.
- ⑯ FD 3/4" IP W/TAG MKD. "RCFCWCD", FLUSH, PER R4 IN LIEU OF 2" IP W/NAIL PER R3. ACCEPTED AS MONUMENT SHOWN PER R3.
- ⑰ FD 3/4" IP W/TAG MKD. "RCFCWCD", UP 1" PER R3. ACCEPTED AS INT OF COUNTY LINE AND W'LY LINE HARRISON AVE (FORMERLY HARRISON STREET)
- ⑱ 1" IP WITH TAG MKD "LS 8012" TO BE SET, FLUSH PER R2. ACCEPTED AS NE CORNER OF PARCEL 1.
- ⑲ 1" IP WITH TAG MKD "LS 8012" TO BE SET, FLUSH PER R2. ACCEPTED AS ANGLE POINT ON NORTHERLY LINE OF PARCEL 1.
- ⑳ 1" IP WITH TAG MKD "LS 8012" TO BE SET, FLUSH PER R2. ACCEPTED AS NW CORNER OF PARCEL 1.
- ㉑ 1" IP WITH TAG MKD "LS 8012" TO BE SET, FLUSH PER R2. ACCEPTED AS NORTHWEST CORNER OF PARCEL 2.
- ㉒ 1" IP WITH TAG MKD "LS 8012" TO BE SET, FLUSH PER R2. ACCEPTED AS NORTHEAST CORNER OF PARCEL 2.
- ① ESTABLISHED BY INTERSECTION.



22 | 23  
27 | 28

LIMONITE AVENUE

# PARCEL MAP NO. 37649

## IN THE CITY OF EASTVALE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

BEING A SUBDIVISION OF PARCELS 1 AND 2 OF PARCEL MAP NO. 37629 AS PER MAP FILED IN BOOK 246,  
PAGES 61 THROUGH 63, INCLUSIVE OF PARCEL MAPS RECORDS OF RIVERSIDE COUNTY.

KIMLEY-HORN AND ASSOCIATES, INC

FEBRUARY 2019

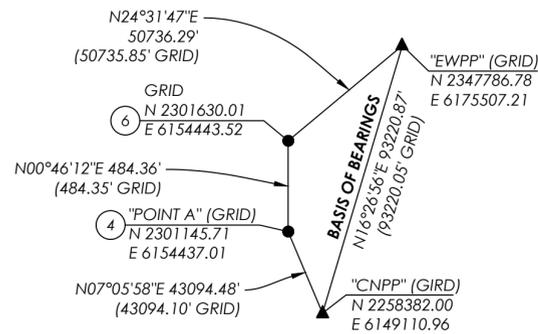
**LEGEND:**

-  INDICATES THE BOUNDARY OF THE LAND SUBDIVIDED BY THIS PARCEL MAP
-  INDICATES SHEET LIMITS
-  INDICATES SHEET NUMBER

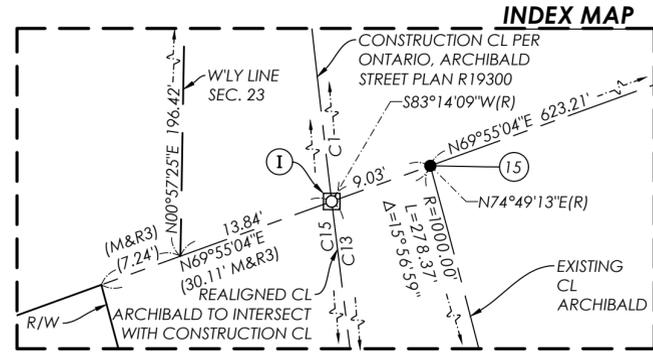
**BASIS OF BEARINGS**

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM 83, ZONE 6, NAD 83, EPOCH 2010.00, AS DETERMINED LOCALLY BY A LINE BETWEEN CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) "CNPP" AND "EWPP" BEING NORTH 16°26'56" EAST AS DERIVED FROM GEODETIC VALUES PUBLISHED BY THE NATIONAL GEODETIC SURVEY (NGS) AND MEETS ALL THE REQUIREMENTS OF SECTIONS 8801 TO 8819 OF THE CALIFORNIA PUBLIC RESOURCES CODE.

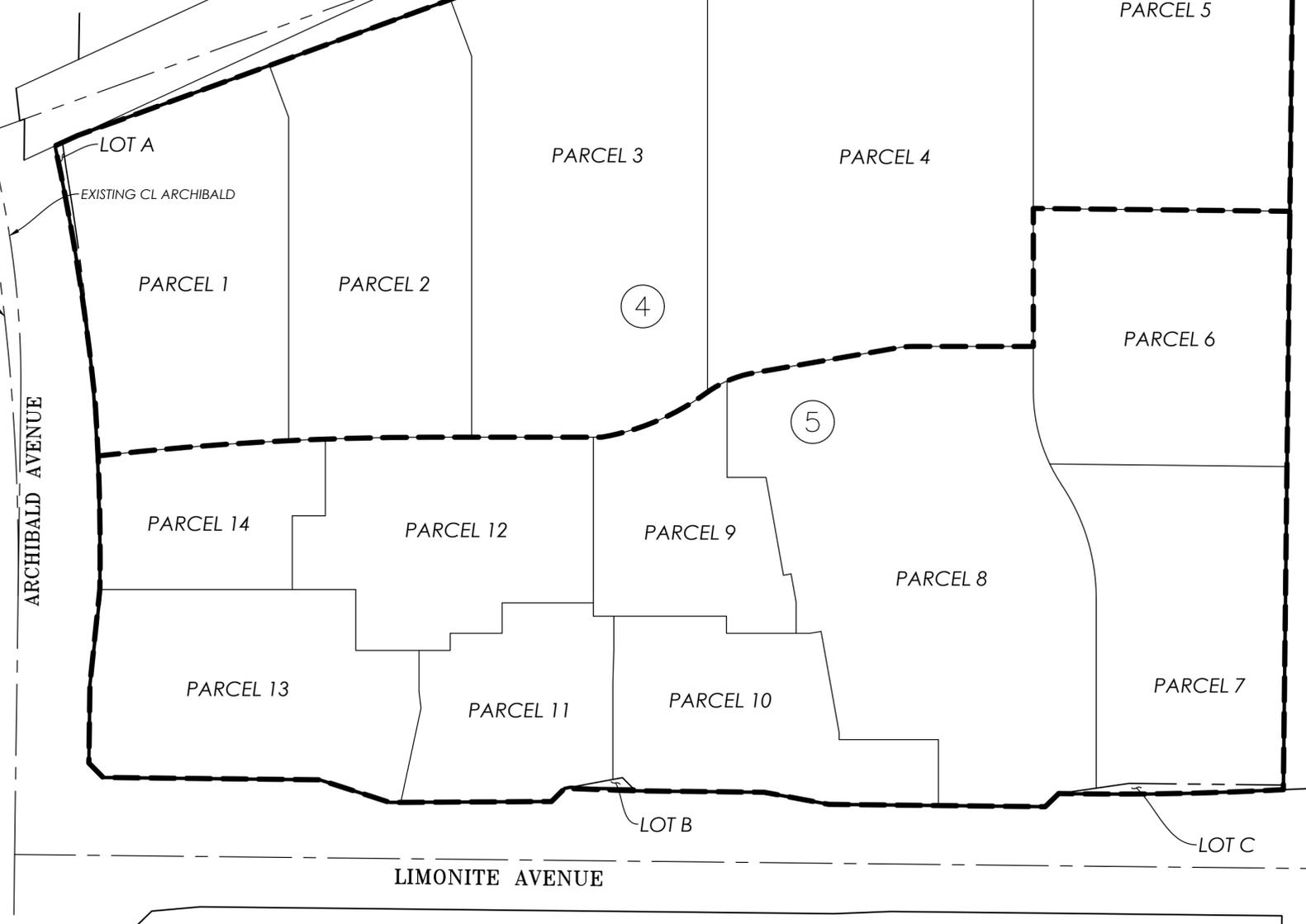
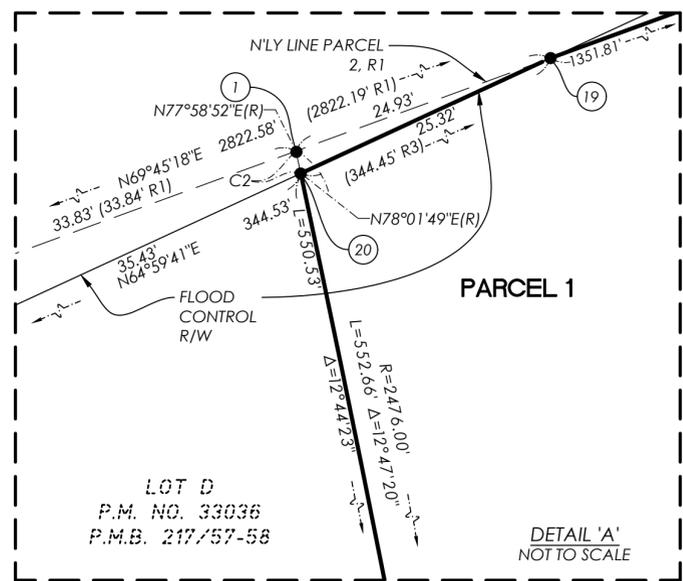
DISTANCES SHOWN ON THIS MAP ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES MULTIPLY THE GROUND DISTANCE BY THE AVERAGE SITE COMBINED FACTOR (CF) OF 0.99999111. THIS SITE COMBINED CF WAS COMPUTED AT POINT "A", AT NGVD29 ELEVATION 644'.



	RADIUS	LENGTH	DELTA
C1	1425.00'	192.03'	Δ=7°43'16"
C2	2476.00'	2.12'	Δ=0°02'57"
C13	1425.00'	63.73'	Δ=2°33'45"
C15	1425.00'	255.76'	Δ=10°17'01"



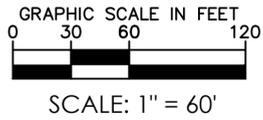
DETAIL 'B'  
NOT TO SCALE



# PARCEL MAP NO. 37649

IN THE CITY OF EASTVALE, COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA

BEING A SUBDIVISION OF PARCELS 1 AND 2 OF PARCEL MAP NO. 37629 AS PER MAP FILED IN BOOK 246,  
PAGES 61 THROUGH 63, INCLUSIVE OF PARCEL MAPS RECORDS OF RIVERSIDE COUNTY.



**NOTES:**

- SEE SHEET 2 FOR RECORD DATA AND EXISTING RIGHT-OF-WAY RECORD INFORMATION.

**MERRILL AVENUE**

FD LEAD AND TAG MKD. "LS 8543" FLUSH IN CONCRETE PER CITY OF ONTARIO CENTERLINE TIE SHEET NO. 6167. ACCEPTED AS WEST 1/4 COR. SEC. 23 PER R6

EC OF REALIGNED CL OF ARCHIBALD AVENUE.

CONSTRUCTION CL PER ONTARIO, ARCHIBALD STREET PLAN R19300

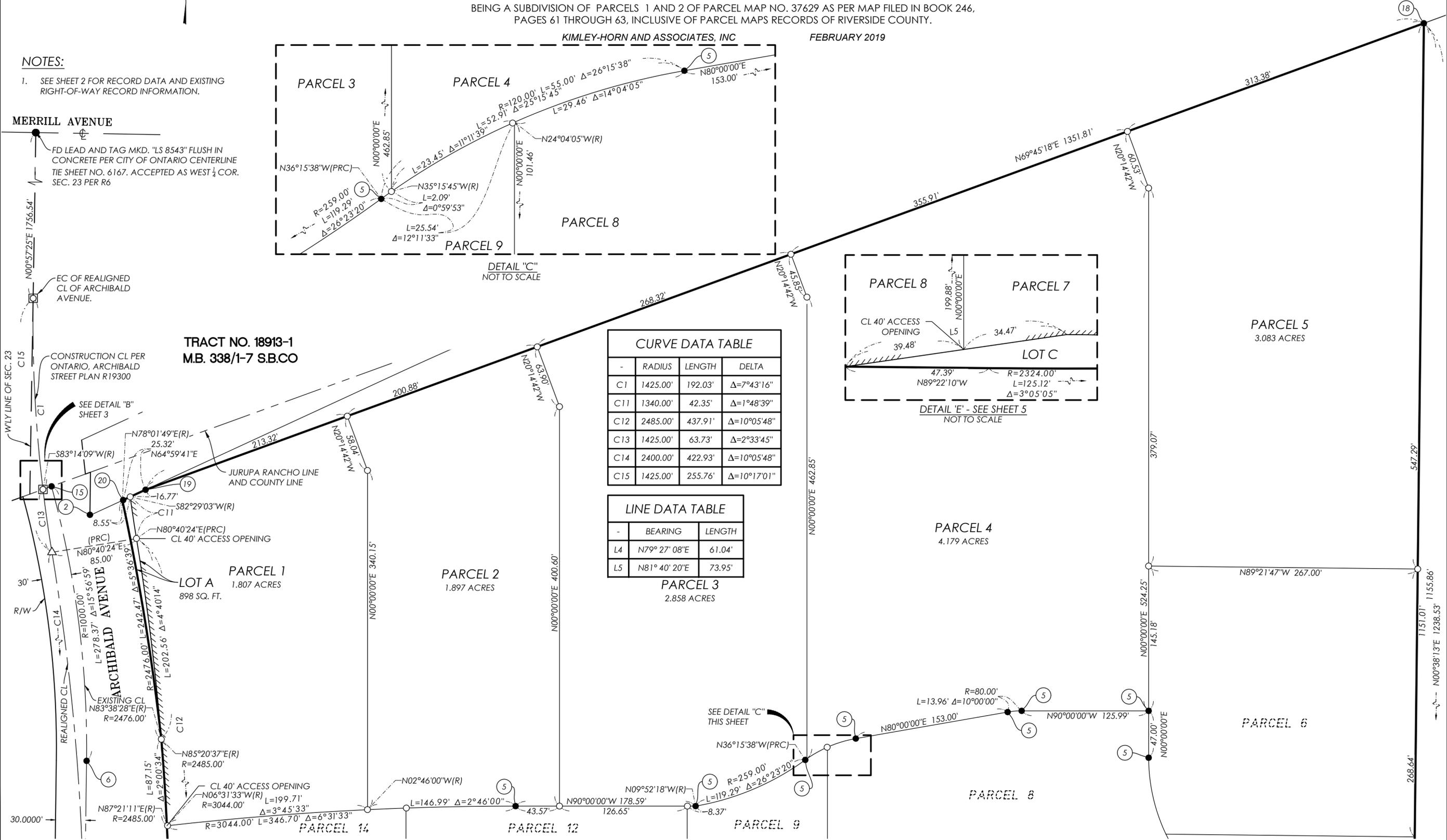
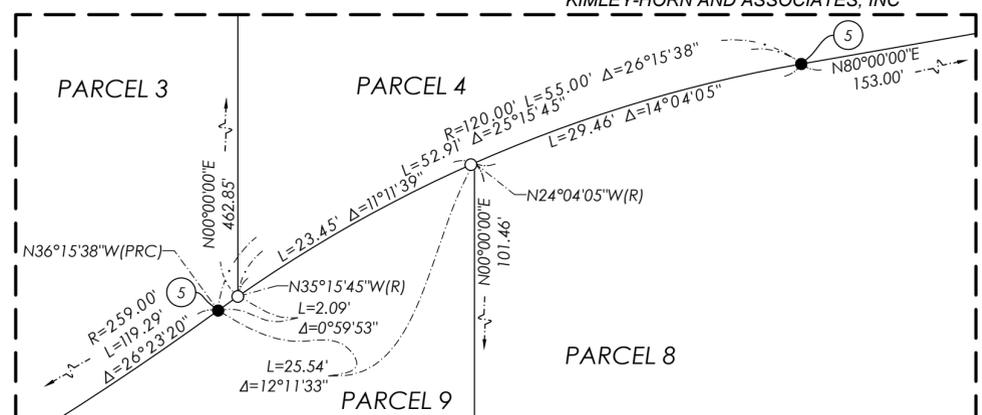
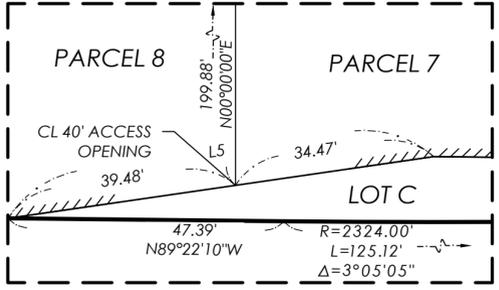
**TRACT NO. 18913-1  
M.B. 338/1-7 S.B.CO**

**CURVE DATA TABLE**

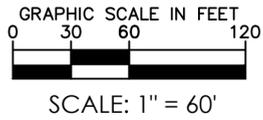
-	RADIUS	LENGTH	DELTA
C1	1425.00'	192.03'	Δ=7°43'16"
C11	1340.00'	42.35'	Δ=1°48'39"
C12	2485.00'	437.91'	Δ=10°05'48"
C13	1425.00'	63.73'	Δ=2°33'45"
C14	2400.00'	422.93'	Δ=10°05'48"
C15	1425.00'	255.76'	Δ=10°17'01"

**LINE DATA TABLE**

-	BEARING	LENGTH
L4	N79°27'08"E	61.04'
L5	N81°40'20"E	73.95'



SEE SHEET 5



# PARCEL MAP NO. 37649

IN THE CITY OF EASTVALE, COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA

BEING A SUBDIVISION OF PARCELS 1 AND 2 OF PARCEL MAP NO. 37629 AS PER MAP FILED IN BOOK 246,  
PAGES 61 THROUGH 63, INCLUSIVE OF PARCEL MAPS RECORDS OF RIVERSIDE COUNTY.

KIMLEY-HORN AND ASSOCIATES, INC

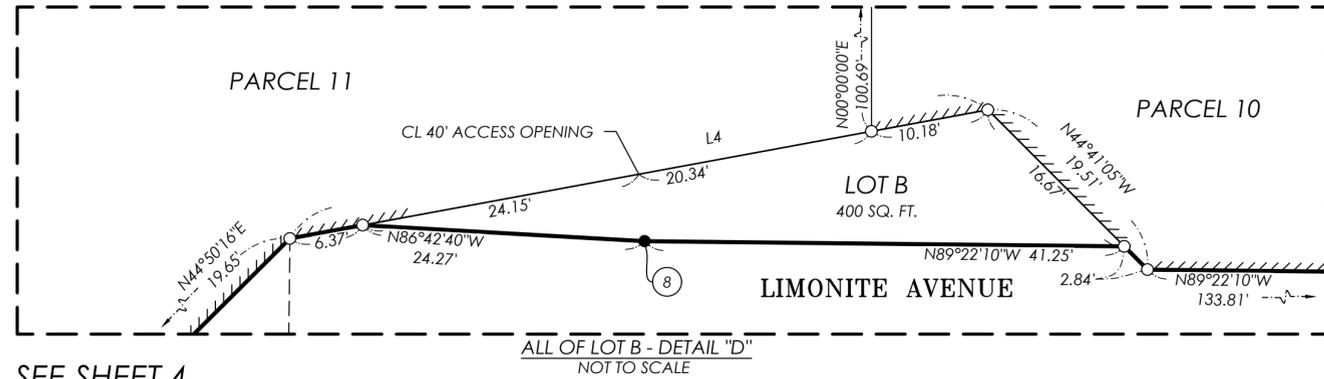
FEBRUARY 2019

**PROPOSED EASEMENT NOTES:**

- A** PEDESTRIAN EASEMENT DEDICATED TO THE CITY OF EASTVALE HEREON.

**NOTES:**

- SEE SHEET 2 FOR RECORD DATA AND EXISTING RIGHT-OF-WAY RECORD INFORMATION.



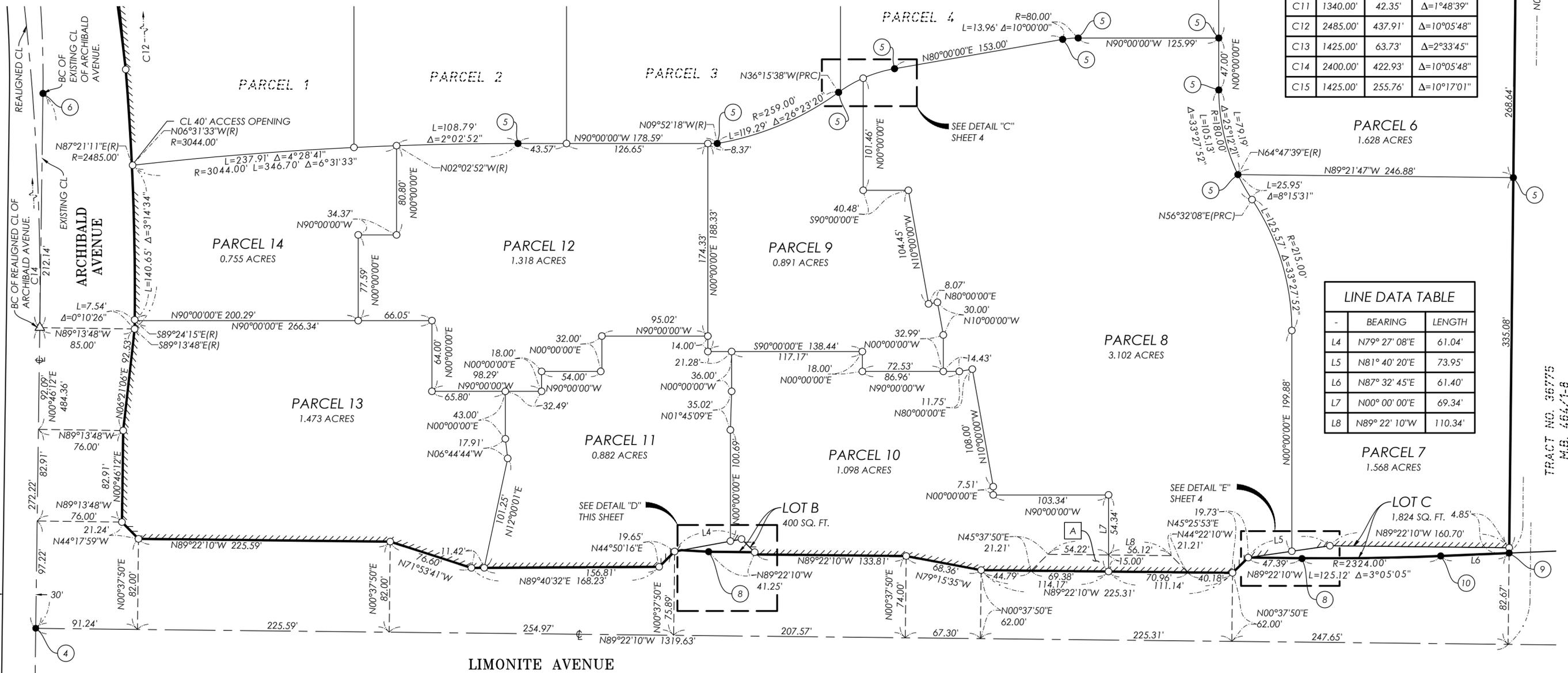
SEE SHEET 4

ALL OF LOT B - DETAIL "D"  
NOT TO SCALE

SEE SHEET 4

PARCEL 5

	RADIUS	LENGTH	DELTA
C1	1425.00'	192.03'	Δ=7°43'16"
C11	1340.00'	42.35'	Δ=1°48'39"
C12	2485.00'	437.91'	Δ=10°05'48"
C13	1425.00'	63.73'	Δ=2°33'45"
C14	2400.00'	422.93'	Δ=10°05'48"
C15	1425.00'	255.76'	Δ=10°17'01"

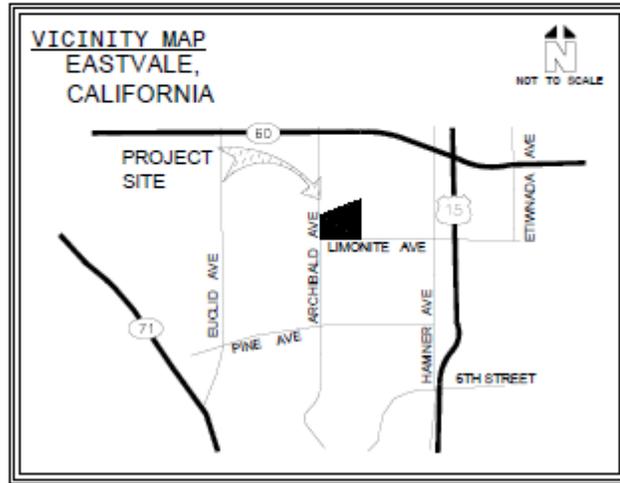


	BEARING	LENGTH
L4	N79° 27' 08"E	61.04'
L5	N81° 40' 20"E	73.95'
L6	N87° 32' 45"E	61.40'
L7	N00° 00' 00"E	69.34'
L8	N89° 22' 10"W	110.34'

TRACT NO. 36775  
M.B. 46471-8

# THE MERGE

NEC ARCHIBALD AVE AND LIMONITE AVE  
EASTVALE, CA



VICINITY MAP  
SCALE: NTS  
THOMAS GUIDE REF# 683-A5

**RECORDED AT THE REQUEST OF  
AND WHEN RECORDED RETURN TO:**

(Document exempt from recording fees  
pursuant to Cal. Gov. Code § 27383 & 6103)

CITY OF EASTVALE  
Attn: City Clerk  
12363 Limonite Ave. Suite 910  
Eastvale, California 91752

**THIS SPACE FOR RECORDER'S USE ONLY**

**SUBDIVISION IMPROVEMENT AGREEMENT**

**FINAL PARCEL MAP No. 37649**

**By and Between**

**THE CITY OF EASTVALE,  
a municipal corporation**

**and**

**THE MERGE COMPANY, LLC, a California Limited Liability Company**

**DATED \_\_\_\_\_**

## SUBDIVISION IMPROVEMENT AGREEMENT

### FINAL PARCEL MAP No. 37649

This Subdivision Improvement Agreement (“Agreement”) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the City of Eastvale, a municipal corporation (“City”) and The Merge Company, LLC, a California limited liability company (“Owner”). City and Owner are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

#### RECITALS

A. Owner has submitted to City an application for approval of a final tract map for real property located within City, a legal description of which is attached hereto as Exhibit “A”. The tract map is identified in City records as Parcel Map No. 37649.

B. Owner has not completed all of the work or made all of the Public Improvements required by the Subdivision Map Act (Government Code sections 66410 *et seq.*), (“Map Act”) the Eastvale Municipal Code, the conditions of approval for Parcel Map No. 37649, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

C. Pursuant to the Eastvale Municipal Code and the applicable provisions of the Map Act, Owner and City enter into this Agreement for the timely construction and completion of the Public Improvements and the furnishing of the security therefore, acceptable to the City Engineer and City Attorney, for Parcel Map 37649.

D. City has authority to enter into this Subdivision Improvement Agreement pursuant to Government Code Sections 66499 – 66499.10, and as amended.

E. Pursuant to the Government Code, Owner’s execution of this Agreement and the provision of the security are made in consideration of City’s approval of the final map for Parcel Map 37649.

#### DEFINED TERMS

“*Owner*” shall mean The Merge Company, LLC, a California Limited Liability Company. The term “Owner” shall also include all assignees, to the extent permitted under this Agreement, of the rights and obligations of Owner under this Agreement, and any successor-in-interest to Owner having a legal and/or equitable interest in the Property.

“*Estimated Costs*” shall mean the City Engineer’s approximation of the actual cost to construct the Public Improvements, including the replacement cost for all landscaping.

“*Litigation Expenses*” shall mean all costs and expenses, to the extent reasonable in amount, actually and necessarily incurred by a party in good faith in the prosecution of an action or

proceeding, including, but not limited to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorneys' fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition and transcript costs and any other cost or expense, the award of which a court of competent jurisdiction may determine to be just and reasonable.

**"Map Act"** shall mean the Subdivision Map Act, Government Code Sections 66410 et seq., and as amended.

**"Parcel Map No 37649."** shall mean the tract map prepared and approved by the City for Parcel Map No. 37649.

**"Property"** shall mean all of the real property contained within the boundaries of Parcel Map No. 37649 located in the City of Eastvale, California, as is more particularly described in the legal description and parcel diagram attached hereto and incorporated hereby by reference at Attachment "A".

**"Public Improvements"** shall include, but not be limited to, all grading, roads, streets, paving, curbs and gutters, sidewalks, paseos, pathways, trails, sanitary sewers, utilities, storm drains, detention and retention basins and other drainage facilities, traffic controls, landscaping, street lights and all other facilities required to be constructed and dedicated to the City or other public entity as conditions of approval of Tentative Parcel Map No. 37629 and as shown in detail on the plans, and specifications which have been approved by the City and incorporated into Tract Map No. 37629. The Parties agree that the Public Improvements to be completed by Owner are more specifically described in the diagram or plan attached hereto and incorporated herein by reference as Attachment "B. Notwithstanding Attachment "B", Owner shall remain obligated to construct and complete all of the Public Improvements required as conditions of approval for Tentative Tract Map No. 37649.

**"Required Insurance"** shall mean the insurance required to be maintained by Owner under Section 17.

**"Security"** shall mean surety bonds in the amounts and under the terms of Section 12 or other security approved by City Engineer or City Attorney.

**"Warranty"** shall mean the one-year period following completion of the Public Improvements by Owner and the acceptance of the Public Improvements by the City in which Owner warrants and guarantees all Public Improvements.

## **OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the Recitals, mutual promises and covenants made by the parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **EFFECTIVENESS.** This Agreement shall not be effective unless and until all four (4) of the following conditions are satisfied in the order provided:

1.1 **Security.** Owner provides City with the Security of the type and in the amounts required by this Agreement;

1.2 **Tract Map and Agreement Approval.** The City Council of the City of Eastvale (“City Council”) approves the final map for Parcel No. 37649 and this Agreement;

1.3 **Record Agreement.** Owner and City execute the Agreement and City records this Agreement in the Recorder’s Office of the County of Riverside; and

Upon the final completion and acceptance by City of the required Public Improvements under this Agreement, City will execute and record a Release of Agreement.

2. **PUBLIC IMPROVEMENTS.** Owner shall construct or have constructed at its sole cost, expense, and liability the Public Improvements, as defined herein, within the time and in the manner required under this Agreement and to the satisfaction of the City Engineer. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. The Owner shall be responsible for the replacement, relocation, or removal of any component of any irrigation water or sewer system in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such water or sewer system. Owner further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 **Prior Partial Construction of Public Improvements.** Where construction of any Public Improvements has been partially completed prior to this Agreement, Owner agrees to complete such Public Improvements or assure their completion in accordance with this Agreement.

2.2 **Permits; Notices; Utility Statements.** Prior to commencing any work, Owner shall, at its sole cost, expense, and liability, obtain all necessary permits and approvals and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Owner’s obligations under this Agreement. Owner shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or approval issued to Owner. Prior to commencing any work, Owner shall file a written statement with the Assistant City Clerk and the City Engineer, signed by Owner and each utility which will provide utility service to the Property, attesting that Owner has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.3 **Pre-approval of Plans and Specifications.** Owner is prohibited from commencing work on any Public Improvement until all plans and specifications for such Public Improvement have been submitted to and approved by the City Engineer, or his or her designee. Approval by the City Engineer shall not relieve Owner from ensuring that all Public Improvements conform to all other requirements and standards set forth in this Agreement.

2.4 **Quality of Work; Compliance With Laws and Codes.** The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps,

plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 **Standard of Performance.** Owner and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Owner represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Owner warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 **Alterations to Improvements.** All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the City requires alterations in the Public Improvements, Owner shall undertake such design and construction changes as may be reasonably required. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Owner's surety for this Agreement.

2.7 **Other Obligations Referenced in Conditions of Tentative Map Approval.** In addition to the foregoing, Owner shall satisfy all of the conditions of approval on the tentative map for the Property.

3. **MAINTENANCE OF PUBLIC IMPROVEMENTS AND LANDSCAPING.** City shall not be responsible or liable for the maintenance or care of the Public Improvements until City formally approves and accepts them in accordance with its policies and procedures. City shall exercise no control over the Public Improvements until approved and accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Owner at all times prior to City's acceptance of the Public Improvements. Owner shall maintain all the Public Improvements in a state of good repair until they are completed by Owner and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Owner's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Owner fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Owner and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance

4. **CONSTRUCTION SCHEDULE.** Unless extended pursuant to this Section 4.1 of this Agreement, Owner shall fully and adequately complete or have completed the Public Improvements within two years (24 months) following approval of the final map for Tract No. 28943.

4.1 **Extensions.** City may, in its sole and absolute discretion, provide Owner with additional time within which to complete the Public Improvements. It is understood that by providing the Security required under Section 12.0 et seq. of this Agreement, Owner and its surety consent in advance to any extension of time as may be given by City to Owner and waive any and all right to notice of such extension(s). Owner's acceptance of an extension of time granted by City shall constitute a waiver by Owner and its surety of all defense of laches, estoppels, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Owner, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, and the sufficiency of the improvement security provided by Owner, and to require adjustments thereto when warranted according to City's reasonable discretion.

5. **GRADING.** Owner agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of Parcel No. 37649 shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent flooding problems. The City Engineer shall have the authority to require erosion plans to prescribe reasonable controls on the method, manner, and time of grading, landscaping, and construction activities to prevent nuisances to surrounding properties. Plans shall include without limitation temporary drainage and erosion control requirements, dust control procedures, restrictions on truck and other construction traffic routes, noise abatement procedures, storage of materials and equipment, removal of garbage, trash, and refuse, securing the job site to prevent injury, and similar matters. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in Section 12.0 et seq. of this Agreement.

6. **UTILITIES.** Owner shall provide utility services, including water, sewer, power, gas, and telephone service to serve each tract, lot, or unit of land within Parcel No. 37649 in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Owner shall also provide cable television facilities to serve each tract, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground.

7. **FEES AND CHARGES.** Owner shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or

as established by City relative to Parcel No. 37649, or as required by other governmental agencies having jurisdiction over Parcel No. 37649.

8. **CITY INSPECTION OF PUBLIC IMPROVEMENTS.** Owner shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur. If the City inspector requests it, the Owner at any time before acceptance of the Public Improvements shall remove or uncover such portions of the finished work as may be directed which have not previously been inspected. After examination, the Owner shall restore said portions of the work to the standards required hereunder. Inspection or supervision by the City shall not be considered as direct control of the individual workmen on the job site. City's inspector shall have the authority to stop any and all work not in accordance with the requirements contained or referenced in this Agreement. The inspection of the work by City shall not relieve Owner or the contractor of any obligations to fulfill this Agreement as herein provided and unsuitable materials or work may be rejected notwithstanding that such materials or work may have been previously overlooked.

9. **ADMINISTRATIVE COSTS.** If Owner fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Owner fails to comply with any other obligation contained herein, Owner and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10. **ACCEPTANCE OF IMPROVEMENTS; AS-BUILT OR RECORD DRAWINGS.** The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Owner's obligation to complete the remainder of the Public Improvements within the time required by this Agreement.

10.1 **Owner's Notice of Completion.** Upon the total or partial acceptance of the Public Improvements by City, Owner shall file with the Recorder's Office of the County of Riverside a notice of completion in content substantially similar to that required under California Civil Code section 3093, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefore. Any security furnished by the Owner in connection with the construction of the Public Improvements which are accepted by the City either in total or partially shall be release in whole or in part pursuant to Government Code Section 66499.7, as amended.

10.2 **City Acceptance of Public Improvements.** If Parcel No. 37649 was approved and recorded as a single-phase map, City shall not accept any one or more of the improvements until all of the Public Improvements are completed by Owner and approved by City. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements; provided, however that City shall provide partial release of security as set forth in Section 12.2 of this Agreement

10.3 **Owner's Obligation to Provide As-Built or Record Drawings.**

Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Owner provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

11. **WARRANTY AND GUARANTEE.** Owner hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City ("Warranty Period"). During the Warranty Period, Owner shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty Period shall be at the sole cost, expense, and liability of Owner and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty Period, Owner and its surety hereby agree to extend the Warranty Period for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Owner from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty Period or any extension thereof. Owner's warranty obligation under this section shall survive the expiration or termination of this Agreement.

12. **SECURITY; SURETY BONDS.** Prior to City's approval and execution of this Agreement, Owner shall provide City with surety bonds or other security in the amounts and under the terms set forth below. The amount of the Security shall be based on the City Engineer's Estimated Costs. If City determines at any time prior to Owner's completion of the Public Improvements under Section 4 [Construction Schedule], in its sole and absolute discretion, that the Estimated Costs have changed, Owner shall adjust the Security in the amount requested by City. Owner's compliance with this provision (Section 12.0 et seq.) shall in no way limit or modify Owner's indemnification obligation provided in Section 16.0 of this Agreement.

12.1 **Performance Bond or Other Security.** To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Owner is in default as set forth in Section 16 of this Agreement, and to secure Owner's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Owner shall provide City a faithful performance bond or other security in the amount of Two Million, Six Hundred Thirty One Thousand, Five Hundred Dollars (\$2,631,500.00), which sum shall be not less than one hundred percent (100%) of the Estimated Costs.

12.2 **Partial Release.** The City Council may, in its sole and absolute discretion, and upon recommendation of the City Engineer, partially release a portion or portions of the Security provided under this section as the Public Improvements are accepted by City, provided that Owner is not in default on any provision of this Agreement or condition of approval for Parcel No. 37649, and the total remaining Security is not less than twenty-five percent (25%) of the Estimated Costs. Except as otherwise set forth in this Section 12.2, the process for partial release

of the Security shall be in accordance with Government Code Section 66499.7, as amended. All Security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 11.0 of this Agreement, provided that Owner is not in default on any provision of this Agreement or condition of approval for Parcel No. 37649.

12.3 **Labor & Material Bond or Other Security.** To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Owner shall provide City a labor and materials bond or other security in the amount of One Million, Three Hundred Fifteen Thousand, Seven Hundred Fifty Dollars (\$1,315,750.00), which sum shall not be less than fifty percent (50%) of the Estimated Costs. The amount of such Security may be reduced to the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims. If no claims have been recorded, the Security shall be released in full in accordance with Government Code Section 66499.7, as amended.

12.4 **Additional Requirements.** The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VIII, be a bank or insurance company licensed to transact surety business in California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, the Owner or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. The Owner and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

12.5 **Form of Security.** The evidence of the Security shall be provided on the forms set forth in Attachment "C", unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Attachment "C" and incorporated herein by this reference.

12.6 **Owner's Liability.** While no action of Owner shall be required in order for City to realize on its security under any Security instrument, Owner agrees to cooperate with City to facilitate City's realization under any Security instrument, and to take no action to prevent City from such realization under any Security instrument. Notwithstanding the giving of any Security instrument or the subsequent expiration of any Security instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Owner shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefore, deliver to City such substitute Security as City shall require satisfying the requirements in this Section 12.

12.7 **Survey Monument Bond or Other Security.** Prior to City's execution of this Agreement, to guarantee payment to the engineer of record or surveyor for the setting of all subdivision boundaries, lot corners, and street centerline monuments for Parcel No. 37649 in compliance with the applicable provisions of City's Municipal and/or Development Code

(“Subdivision Monuments”), Owner shall provide City a Survey Monument Bond or other security in the amount of Eighteen Thousand One Hundred Dollars (\$18,100.00), which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the Engineer of Record or Surveyor. Said Bond or other security may be released by written request of the Engineer of Record or Surveyor after all required Subdivision Monuments have been set, accepted by the City Engineer, City has received written acknowledgment of payment in full from the engineer of record or surveyor who set the Subdivision Monuments, and provided Owner is not in default of any provision of this Agreement or condition of approval for Parcel No. 37649.

13. **SIGNS AND ADVERTISING.** Owner understands and agrees to City’s ordinances, regulations, and requirements governing signs and advertising structures, including the summary removal by City, without notice to Owner, of all such signs or other advertising structures erected, placed, or situated in violation of those City ordinances, regulations, or other requirements. Removal shall be at the expense of Owner and its surety. Owner and its surety shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

14. **INDEMNIFICATION.** Owner shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Owner, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys’ fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the gross negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Owner’s obligation to indemnify City shall survive the expiration or termination of this Agreement, or any Warranty Period described herein, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

15. **INSURANCE.**

15.1 **Types; Amounts.** Owner shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below. If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

15.1.1 **General Liability.** Owner shall procure and maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than \$3,000,000 per occurrence and \$6,000,000 in aggregate for bodily injury, personal injury, and property damage. Owner’s contractors shall procure and maintain occurrence version general

liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate for bodily injury, personal injury, and property damage.

15.1.2 **Business Automobile Liability.** Owner and its contractors shall procure and maintain business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

15.1.3 **Workers' Compensation.** Owner and its contractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than \$1,000,000 per occurrence, at all times during which insured retains employees.

15.1.4 **Professional Liability.** For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Public Improvements. Such insurance shall be endorsed to include contractual liability.

15.2 **Deductibles.** Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Owner and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

15.3 **Additional Insured; Separation of Insureds.** The Required Insurance shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of Owner or its contractors, including materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insured provisions and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

15.4 **Primary Insurance; Waiver of Subrogation.** The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

15.5 **Certificates; Verification.** Owner and its contractors shall furnish City with original certificates of insurance **and** endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

15.6 **Term; Cancellation Notice.** Owner and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on 30 days' prior written notice to City.

15.7 **Insurer Rating.** Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A-:VII.

## 16. **DEFAULT; NOTICE; REMEDIES.**

16.1 **Notice.** If Owner neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Owner to be in default or violation of this Agreement and make written demand upon Owner or its surety, or both, to immediately remedy the default or violation. Owner shall commence the work required to remedy the default or violation within ten (10) days of the written demand from the City. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the demand verbally, and Owner shall commence the required work within twenty-four (24) hours thereof. Should Owner fail to commence the required work within 10 days, or 24 hours, as applicable under this Section 16.1, Owner and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs expenses as provided for in Section 9.0 of this Agreement.

16.2 **Failure to Remedy; City Action.** If the work required to remedy the noticed default or violation is not diligently prosecuted to a substantial completion acceptable to City within a reasonable time designated by the City, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Owner and its surety, without the necessity of giving any further notice to Owner or surety. City's right to take such actions shall in no way be limited by the fact that Owner or its surety may have constructed any, or none of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Owner or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Owner or its surety the full cost and expense incurred.

16.3 **Other Remedies.** No action by City pursuant to this Section 16 of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently, cumulatively, or in any manner authorized under law or in equity. City may institute an action for damages, injunctive relief, or specific performance.

17. **GENERAL PROVISIONS.**

17.1 **Authority to Enter Agreement.** Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

17.2 **Cooperation; Further Acts.** The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

17.3 **Construction; References; Captions.** It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Owner include all personnel, employees, agents, and subcontractors of Owner, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

17.4 **Notices.** All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

**CITY:**

City of Eastvale  
Attn: City Engineer  
12363 Limonite Ave. Suite 910  
Eastvale, California 91752

**OWNER:**

The Merge Company, LLC, a California Limited Liability Company

Attention:  
Thomas Money  
The Merge Company, LLC  
c/o Orbis Real Estate Partners  
280 Newport Center Drive, Suite 240  
Newport Beach, CA 92660

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent provided the original is contemporaneously deposited with United States Postal Service and delivered by regular mail; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

17.5 **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

17.6 **Waiver.** City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Owner of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Owner agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or the design and construction of the Public Improvements t, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or the design and construction of the Public Improvements.

17.7 **Assignment or Transfer of Agreement.** Owner shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City which shall not be unreasonably withheld. Any attempt to do so shall be null and void, and any assignee, hypothecate, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Owner from any duty or responsibility under this Agreement.

17.8 **Binding Effect.** Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

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

17.10 **Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

17.11 **Consent to Jurisdiction and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Owner expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

17.12 **Attorneys' Fees and Costs.** If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be

entitled to and recover from the other party all Litigation Expenses. Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Litigation Expenses.

17.13 **Relationship Between The Parties.** The Parties hereby mutually agree that neither this Agreement, any map related to Tract Map No. 28943, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Owner. Owner's contractors and subcontractors are exclusively and solely under the control and dominion of Owner. Nothing herein shall be deemed to make Owner or its contractors an agent or contractor of City.

17.14 **Counterparts.** This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

17.15 **Effective Date of Agreement.** This Agreement shall not become effective until the date it has been formally approved by the City and executed by the appropriate authorities of City and Owner.

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

**CITY OF EASTVALE,  
a Municipal Corporation  
of the State of California**

By: \_\_\_\_\_  
**Bryan Jones**  
**City Manager**

**ATTEST:**

\_\_\_\_\_  
**Marc Donohue**  
**City Clerk**

**APPROVED AS TO FORM:**

\_\_\_\_\_

**Erica Vega  
City Attorney**

**OWNER**

The Merge Company, LLC, a California Limited Liability Company

**By:** \_\_\_\_\_

**Thomas Money**

**Its: Manager**

**INSTRUCTIONS: If the Owner is a corporation, the Agreement must be executed in the corporate name and signed by the President or a Vice-President and the Secretary or Assistant Secretary and the corporation seal affixed. If the Owner is a partnership, it must be signed by all partners. If the Owner is an individual doing business under a fictitious name, it must be signed by all persons having an interest in the business, and the fictitious name must be signed also. The Agreement must be notarized by the Owner.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, \_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

<b>CAPACITY CLAIMED BY SIGNER</b>	<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER _____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	_____ NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____	_____ DATE OF DOCUMENT
<b>SIGNER IS REPRESENTING:</b> (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ SIGNER(S) OTHER THAN NAMED ABOVE

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, \_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

<b>CAPACITY CLAIMED BY SIGNER</b>	<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER _____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	_____ NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____	_____ DATE OF DOCUMENT
<b>SIGNER IS REPRESENTING:</b> (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ SIGNER(S) OTHER THAN NAMED ABOVE

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

**PARCEL MAP NO. 37649**

**LEGAL DESCRIPTION**

Parcels 1 and 2 of Parcel Map No. 37629 as per map filed in Book 246, Pages 61 Through 63, inclusive of Parcel Maps Records of Riverside County

**EXHIBIT “B”**

**LIST OF PUBLIC IMPROVEMENTS**

**PARCEL MAP NO. 36749**

1. PARCEL MAP No. 36749 – Street Improvement and Signing & Striping Plans
2. PARCEL MAP No. 36749 – Sewer and Water Plans
3. PARCEL MAP No. 36749 - Street Light Plan
4. PARCEL MAP No. 36749 –Parcel Map
5. Various Dry Utility Plans (Gas, Electrical, Phone And Cable Television)
6. Approved Revisions To All Plans Listed And Subsequent Addition To Plans/Improvements As Supported By Field Conditions And Conditions Of Approvals – Various Engineers, Architects and Designers

**EXHIBIT "C"**

**SURETY BONDS OR OTHER SECURITY**

**PARCEL MAP NO. 36749**

As evidence of understanding the provisions contained in this Agreement, and of the Owner's intent to comply with same, the Owner has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

**PERFORMANCE BOND OR OTHER SECURITY PRINCIPAL AMOUNT:** \$ 2,631,500.00

Surety: \_\_\_\_\_

Attorney-in-fact: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**MATERIAL AND LABOR BOND OR OTHER SECURITY PRINCIPAL AMOUNT:** \$ 1,315,750.00

Surety: \_\_\_\_\_

Attorney-in-fact: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**SURVEY MONUMENT BOND OR OTHER SECURITY PRINCIPAL AMOUNT:** \$ 18,100.00

Surety: \_\_\_\_\_

Attorney-in-fact: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

BOND NO. \_\_\_\_\_  
INITIAL PREMIUM: \_\_\_\_\_  
SUBJECT TO RENEWAL

**CITY OF EASTVALE**

**PROJECT NO. 37649 SUBDIVISION IMPROVEMENT BOND**

**(Faithful Performance)**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Eastvale, California (“City”) and \_\_\_\_\_ (“Principal”), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, survey monuments and all other required facilities for Parcel Map No. \_\_\_\_\_ (“Public Improvements”);

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated \_\_\_\_\_, 2019 (“Improvement Agreement”);

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and \_\_\_\_\_ (“Surety”), a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact surety business under the laws of the State of California, are held and firmly bound unto City in the sum of Two Million, Six Hundred Thirty One Thousand, Five Hundred Dollars (\$2,631,500.00), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents,

as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney’s fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499 et seq. of the Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

_____ Principal	_____ Surety
By: _____ Its: Managing Member	By: _____ Attorney-In-Fact
_____ (print name)	_____ (print name)

**INSTRUCTIONS**

1. **The above bond must be executed by both the Principal and the Surety.**
2. **If the Principal is a corporation, the bond must be executed in the corporate name and signed by the President or a Vice-President and the Secretary or Assistant Secretary, and the corporate seal affixed. If the Principal is a partnership, it must be signed by all partners. If the Principal is an Individual doing business under a fictitious name, it must be signed by all persons having an interest in the business and the fictitious name must be signed also. The bond must be notarized by both the Principal and the Surety.**
3. **The bond, after approval, must be filed with the Assistant City Clerk of the City of Eastvale.**

BOND NO. \_\_\_\_\_  
INITIAL PREMIUM: \_\_\_\_\_  
SUBJECT TO RENEWAL

**CITY OF EASTVALE**

**PROJECT NO. 37649 SUBDIVISION IMPROVEMENT BOND**

**(Labor and Materials)**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Eastvale California (“City”) and \_\_\_\_\_ (“Principal”), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, survey monuments, and all other required facilities for Parcel Map No. \_\_\_\_\_ (“Public Improvements”);

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated \_\_\_\_\_, 2019 (“Improvement Agreement”);

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required to furnish a bond in connection with the Improvement Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for, or about the performance of the Public Improvements, or for any work or labor done thereon of any kind, or for amounts due under the provisions of Title 15 (commencing with section 3082) of Part 4 of Division 3 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney’s fee in case suit is brought on the bond.

NOW, THEREFORE, Principal and \_\_\_\_\_ (“Surety”), a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the Principal, the sum of One Million, Three Hundred Fifteen Thousand, Seven Hundred Fifty Dollars (\$1,315,750.00), said sum being not less than 50% of the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This bond is executed and filed to comply with Section 66499 et seq. of the California Government Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Improvement Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Principal

By: \_\_\_\_\_  
Its: Managing Member

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-In-Fact

\_\_\_\_\_  
(print name)

### **INSTRUCTIONS**

- 1. The above bond must be executed by both the Principal and the Surety.**
- 2. If the Principal is a corporation, the bond must be executed in the corporate name and signed by the President or a Vice-President and the Secretary or Assistant Secretary, and the corporate seal affixed. If the Principal is a partnership, it must be signed by all partners. If the Principal is an Individual doing business under a fictitious name, it must be signed by all persons having an interest in the business and the fictitious name must be signed also. The bond must be notarized by both the Principal and the Surety.**
- 3. The bond, after approval, must be filed with the Assistant City Clerk of the City of Eastvale.**

BOND NO. \_\_\_\_\_  
INITIAL PREMIUM: \_\_\_\_\_  
SUBJECT TO RENEWAL

**CITY OF EASTVALE**

**PROJECT NO. 37649 SUBDIVISION IMPROVEMENT BOND**

**(Survey Monument)**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Eastvale, California (“City”) and \_\_\_\_\_ (“Principal”), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, survey monuments and all other required facilities for Parcel Map No. \_\_\_\_\_ (“Public Improvements”);

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated \_\_\_\_\_, 2019 (“Improvement Agreement”);

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and \_\_\_\_\_ (“Surety”), a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact surety business under the laws of the State of California, are held and firmly bound unto City in the sum of Eighteen Thousand One Hundred Dollars (\$18,100.00), said sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the Engineer of Record or Surveyor as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents,

as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney’s fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499 et seq. of the Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Principal	Surety
By: _____ Its: Managing Member	By: _____ Attorney-In-Fact
(print name)	(print name)

**INSTRUCTIONS**

1. **The above bond must be executed by both the Principal and the Surety.**
2. **If the Principal is a corporation, the bond must be executed in the corporate name and signed by the President or a Vice-President and the Secretary or Assistant Secretary, and the corporate seal affixed. If the Principal is a partnership, it must be signed by all partners. If the Principal is an Individual doing business under a fictitious name, it must be signed by all persons having an interest in the business and the fictitious name must be signed also. The bond must be notarized by both the Principal and the Surety.**
3. **The bond, after approval, must be filed with the Assistant City Clerk of the City of Eastvale.**

**PROJECT AGREEMENT  
ROAD AND BRIDGE BENEFIT DISTRICT  
(MIRA LOMA – Zone D – A5-0267)**

This PROJECT AGREEMENT ("Agreement") is entered into by and between the City of Eastvale, a California municipal corporation (the "City"), and THE MERGE COMPANY I, LLC., a California corporation (the "Developer"). City and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

**RECITALS**

WHEREAS, the County, pursuant to Section 66484 of the California Government Code, Chapter 16.28 of the Riverside County Code and Resolution No. 94-378, adopted on December 6, 1994, established the Mira Loma Road and Bridge Benefit District (the "District"), which consisted of five zones, designated construction costs for certain road and bridge improvements to be funded by the District, and established a road and bridge improvement fee schedule that apportioned said construction costs to all properties within the District to be paid upon recordation of a final map or the issuance of a building permit; and

WHEREAS, the County Resolution No. 97-002 adopted on February 4, 1997, and by Resolution No. 99-025 adopted on January 5, 1999, has amended the list of designated road and bridge improvements whose construction costs are to be funded by the District and the road and bridge improvement fee schedule; the current applicable fee schedule for properties within the District is established by County Resolution No. 2005-482; and

WHEREAS, Developer owns property that is located within Zone D of the District, and this property has received development approval from the City as Tentative Parcel Map 37649 as shown on Exhibit A which is attached hereto (the "Property" or the "Tracts"); and

WHEREAS, as a condition of development of the Property, the Developer is required to construct improvements to Limonite Ave. and Archibald Ave. that are identified on Exhibits B and C, which is attached hereto (the "Improvements"); and

WHEREAS, the design and construction cost reimbursement of the Improvements will be based on actual costs in an amount not to exceed \$157,495 as shown on Exhibit D, which is attached hereto and made a part hereof; and

WHEREAS, the Improvements are identified in the District program and the construction costs of which are to be funded by the fees collected under the District consistent with Resolution No. 2005-482; and

WHEREAS, the City of Eastvale incorporated on October 1, 2010 and assumed administrative responsibilities for Mira Loma RBBB Zones within City boundaries including all or portions of Zones A, B, D, and E; and

WHEREAS, the Developer has requested to enter into this Agreement with the City by the terms of which the Developer's actual eligible costs for construction of the Improvements can be reimbursed or receive credit from fees that the District has collected or will collect in the future for actual construction costs not to exceed the amount specified herein; and

WHEREAS, the City estimates the total amount of District fees that can be collected from the Property consistent with Resolution No. 2005-482 and the development rights that have been approved by City to be approximately \$241,965.18.

## **AGREEMENT**

**NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer and City hereby agree as follows:**

**Section 1. Purpose of the Agreement:** Following execution of this Agreement, the Developer shall cause, consistent with Sections 3 through 12, below, the Improvements to be designed, engineered and constructed as if it had been constructed under the direction and supervision or under the authority of the City, and the City shall pay or credit the Developer the Reimbursement Amount consistent with Exhibit D in conformance with Section 6, below.

**Section 2. Definitions:** Unless otherwise specifically defined in this Agreement, all terms will have the meaning ascribed to them by the Rules and Regulations for the Administration of Road and Bridge Benefit Districts of the County of Riverside and the City of Eastvale, where applicable.

**Section 3. Preparation and Approval of Plans and Specifications:** To the extent that it has not already done so, the Developer shall cause plans (the "Plans") to be prepared for the Improvements. The Developer shall obtain the written approval of the Plans from the City. The Developer shall provide a copy of the Plans and specifications to the Director of Engineering Services, Public Works Department of the City, or his/her designee (the "City Engineer").

**Section 4. Duty of Developer to Construct:** To the extent authorized by law, City will grant the Developer any license and/or permit required from it to allow for the construction of the Improvements as approved by City. The Developer shall perform all of its obligations hereunder and shall conduct all operations with respect to the construction of the Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer shall not be relieved of its obligation to construct the Improvements and cause title to the Improvements to be conveyed to the City even if the Reimbursement Amount is less than the actual cost of the Improvements. Notwithstanding the foregoing, nothing set forth in this Agreement shall be construed to require the Developer to perform any work requiring a contractor's license, nor shall the Developer be deemed to be performing construction services pursuant to this Agreement.

**Section 5. Acquisition of City Facilities:** The Developer hereby agrees to convey to the City and the City hereby agrees to pay to the Developer the Reimbursement Amount for the Improvements, subject to the terms and conditions hereof.

The Reimbursement Amount is to be paid solely from fees collected or to be collected by the District and designated for the cost of construction of the Improvements and the City shall not be obligated to pay the Reimbursement Amount except from amounts held by the District for such purposes.

**Section 6. Payment of the Reimbursement Amount:** The Developer accepts that this Agreement does not serve to stop the City from making further adjustments to the District Fee, by amending the District, consistent with State law. The Developer acknowledges that the City Council will annually consider adjustments to the District Fee. The parties agree that the dollar amount of any fee credit to be earned by the Developer pursuant to this Agreement will be determined by the actual cost of construction incurred not to exceed the amount shown in Exhibit D. The maximum allowable reimbursement amount will be based on the reimbursement schedule established by the District at the time the Developer pays District Fees. Additionally, cash reimbursement is subject to availability of funds received by the District. Reimbursement is subject to the availability of funds, which may include reimbursement over a period of time.

(a) Upon recordation of a Notice of Completion for the Improvements and acceptance of the Improvements by the City Engineer, the Developer shall submit a billing to the City Engineer requesting determination of the actual cost of the Improvements and the District Fee credit. The reimbursement amount of the earned fee credit is to equal the actual cost incurred in an amount not to exceed what is set forth in Exhibit D in constructing the Improvements. The Developer is to supply all documentation requested by the City Engineer in determining the actual construction cost of the Improvements. The City Engineer is to use his/her best efforts to determine the amount of the earned fee credit within thirty (30) calendar days of receipt of the bill submitted by the Developer.

(b) The City Engineer will provide the Developer written notice, in the form of Exhibit E attached hereto (the "Credit Notice"), of the dollar amount of the earned credit. If the dollar amount of the earned fee credit exceeds the dollar amount of the District Fee that would otherwise be due from the Developer (the "Fee Credit Excess"), the City Engineer will identify in the Notice that the Fee Credit Excess will generate either: (i) a cash reimbursement to the Developer or (ii) an earned fee credit to offset the District Fee required on another approved tract or parcel map to be developed by the Developer within the District. Once completed, the Credit Notice is to be executed and dated by the City Engineer and the Developer.

(c) If the dollar amount of the earned fee credit is less than the District Fee that would be due from the Developer, the Credit Notice will so note. The amount of credit to be applied with each District Fee payment on either a per unit or per acre basis will be identified, and shall be based on prorating the earned fee credit over those units which have not previously paid the District Fee.

(d) If the Developer is issued one or more building permits prior to the date the City Engineer accepts the Improvements and prepares the Notice of Credit, then the Developer will have to pay the full District Fee for each permit issued, and upon acceptance of the Improvements by the City Engineer, the City Engineer will note on the Notice of Credit the full District fee paid to date of acceptance and make the appropriate adjustment for the application of the earned fee credit consistent with the subsections (b) or (c) above.

**Section 7. Bid and Construction Requirements:**

(a) In order to ensure that the Improvements are constructed as if it had been constructed under the direction and supervision, or under the authority of, the City, the Developer shall comply with all of the requirements set forth in this Section.

(b) Prior to soliciting bids, the Developer shall submit a bid packet for review and approval to the City Engineer. The contract for the construction of the Improvements shall be awarded to the responsible bidder submitting the lowest responsive bid for the Improvements after notice inviting sealed bids is given as required for public works projects pursuant to any applicable provisions of the California Public Contracts Code and the rules, regulations and policies of the City. Upon opening of bids and prior to awarding the construction contract, the Developer shall submit the lowest responsible bidder's bid to the City Engineer for review and approval, which approval shall not be unreasonably withheld or delayed.

(c) The Developer shall require, and the specifications, bid and contract documents shall require all contractors, subcontractors, vendors, equipment operators and owner operators, in each such case to the extent such individuals or entities are engaged to perform work on the Improvements, to pay at least general prevailing wage rates to all workers employed in the execution of the contract, to post a copy of the general prevailing wage rates at the job-site in a conspicuous place available to all employees and applicants for employment, and to otherwise comply with applicable provisions of the California Labor Code, the California Government Code and the California Public Contracts Code relating to general prevailing wage rates as required by the specifications approved by the City Engineer. The City has provided the Developer with copies of tables setting forth the general prevailing wage rates, and the Developer hereby acknowledges receipt thereof.

(d) The Developer shall require each contractor, subcontractor, vendor, equipment operator and owner operator, in each such case to the extent such individual or entity is engaged to perform work on the Improvements, to provide proof of insurance coverage satisfying the requirements of Section 12(g) hereof throughout the term of the construction of the Improvements. Rather than requiring its contractors to provide such insurance, the Developer may elect to provide the same for the benefit of its contractors.

(e) Each contractor engaged to perform work on the Improvements shall be required to furnish (i) labor and material payment bonds, and (ii) contract performance bonds, each in an amount equal to 100% of the contract price naming the Developer and the City as obligees and issued by a California admitted surety subject to the provisions of Section 995.660 of the California Code of Civil Procedure. All such bonds shall be in a form as shown in Exhibit F. Rather than requiring its

contractors to provide such bonds, the Developer may elect to provide the same for the benefit of its contractors.

(f) The Developer shall comply, and shall cause each contractor, subcontractor, vendor, equipment operator and owner operator, in each such case to the extent such individual or entity is engaged to perform work on the Improvements, to comply, with such other requirements relating to the construction of the Improvements as the City may impose by written notification delivered to the Developer, to the extent legally required as a result of changes in applicable Federal, State, County, or City laws, rules or procedures.

(g) The Developer shall require, and the specifications and bid and contract documents shall require, all contractors, subcontractors, vendors, equipment operators and owner operators, in each such case to the extent such individuals or entities are engaged to perform work on the Improvements, to submit certified weekly payroll records to the Developer for inspection by the City Engineer, and to furnish certified payroll records to the City Engineer promptly upon request.

(h) The Developer shall provide proof to the City Engineer, at such intervals and in such form as the City Engineer may require that the foregoing requirements have been satisfied as to the Improvements.

**Section 8. Licenses and Permits:** To the extent authorized by law, City will grant the Developer any license and/or permit required from it to allow for the construction of the Improvements as approved by City. The form and content of said license and/or permit shall be in form mutually acceptable to both the City and the Developer.

**Section 9. Modifications to the Estimated Cost:** The lowest responsible bid for the Improvements shall not exceed the amounts shown in Exhibit D without a formal amendment to this Agreement. If during the course of construction of the Improvements, the Developer is presented with a change order or set of change orders that would increase the construction cost, the Developer must receive the approval of the City Engineer before approving the change order(s). In no instance shall the total construction costs, including any change orders, exceed the estimated costs shown in Exhibit D without a formal amendment to this Agreement. Upon approving the change order, the City Engineer will cause a formal amendment to this Agreement to be prepared, if necessary. Failure to comply with this provision will result in the City not reimbursing or crediting the Developer for any change orders.

**Section 10. Inspection; Completion of Construction:** The City Engineer shall have responsibility for providing inspection of the work of construction of the Improvements to ensure that the work of construction is accomplished in accordance with the Plans and the specifications approved by the City Engineer. City personnel shall have access to the site of the work of construction at all reasonable times for the purpose of accomplishing such inspection.

No later than ten business days after receiving notification from the City that the Improvements have been constructed in accordance with the Plans, the Developer shall forthwith file with the Riverside County Recorder a Notice of Completion pursuant to the provisions of Section 3093 of the California Civil Code. The Developer shall furnish to the City a duplicate copy of each such Notice of Completion showing thereon the date of filing with said County Recorder.

**Section 11. Maintenance of Facilities; Warranties:** The Developer shall maintain the Improvements in good and safe condition until their acceptance by the City. Prior to the acceptance of the Improvements, the Developer shall be responsible for maintaining the Improvements in proper operating condition and shall perform such maintenance as the City Engineer reasonably determines to be necessary. As of the date of acceptance, the performance bond provided by the Developer for the Improvements pursuant to Section 7(e) hereof shall be reduced to an amount equal to 10% of the original amount thereof and shall serve as a warranty bond to guarantee that the Improvements will be free from defects due to faulty workmanship or materials for a period of 12 months from the date of acceptance, or the Developer may elect to provide a new warranty bond or cash in such an amount. As of the date of acceptance of the Improvements, the Developer shall assign to the City all the Developer's rights in any warranties, guarantees, maintenance obligations or other evidence of contingent obligations of third persons with respect to the Improvements.

**Section 12. Insurance Requirements:** Without limiting or diminishing the Developer's obligation to indemnify or hold the City harmless, the Developer shall procure and maintain or cause to be maintained, at its sole cost and expense the following insurance coverages during the term of this Agreement

(i) *Commercial General Liability:* Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations, explosion, collapse, use of cranes, and other heavy equipment and underground hazards, personal and advertising injury covering claims which may arise from or out of Developer's performance of its obligations hereunder. Policy shall name by endorsement the City and its special districts, respective directors, officers, elected officials, employees, agents or representatives as Additional Insured's. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

(ii) *Vehicle Liability:* Developer shall maintain liability insurance for all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name by endorsement the City, its special districts, their respective directors, officers, elected officials, employees, agents or representatives as Additional Insureds.

(iii) *Worker's Compensation Insurance:* Developer shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupation Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of the City, and if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

General Insurance Provisions - all lines:

(a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. Best rating of not less than an A:VIII (A:8) unless such requirements are waived, in writing, by the City Manager.

(b) The Developer's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the City Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retentions which are deemed unacceptable to the City, at the election of the City's Manager, the Developer's carriers shall either: (i) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the City, or (ii) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

(c) The Developer shall cause their insurance carrier(s) to furnish the City with (i) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or (ii) if requested to do so orally or in writing by the City Manager, provide original certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect.

(d) Further, said Certificate(s) and Endorsements to policies of insurance shall contain the covenant of the insurance carrier(s) that it shall provide no less than thirty (30) days written notice be given to the City prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless the City receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of Endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages and the insurance required herein are in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

(e) ***The Developer shall not commence construction of the Improvements until the City has been furnished original Certificate(s) of Insurance and certified original copies of Endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section.***

(f) It is understood and agreed by the parties hereto and the Developer's insurance company(s) that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the City's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

(g) The Developer and contractors shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement and will require all such subcontractors to name on their insurance policies by endorsement the City, its special districts, their respective directors, officers, elected officials employees, agents or representatives as Additional Insureds. Copies of such certificates and endorsements shall be provided to the City. The minimum limits of liability required of all tiers of subcontractors

are \$1,000,000 Combined Single Limit for Commercial General Liability and \$1,000,000 Combined Single Limit for Vehicle Liability Insurance.

**Section 13. Ownership of Facilities:** Notwithstanding the fact that a portion or all of the Improvements may be constructed in dedicated street rights-of-way or on property that has been or will be dedicated to the City, the Improvements shall be and remain the property of the Developer until acceptable title thereto is conveyed to the City as provided herein. Acceptable title means title to land, or an easement therein, delivered free and clear of all liens, taxes assessments, leases, easements, and encumbrances, whether any such item is recorded or unrecorded, except those non-monetary items which are reasonably determined by the City not to interfere with the intended use of the land and the Improvements. Such ownership by the Developer shall likewise not be affected by any agreement that the Developer may have entered into or may enter into with the City pursuant to the provisions of the Subdivision Map Act, Section 66410 *et seq.* of the Code, and the provisions of this Section shall control.

**Section 14. Representations, Warranties and Covenants of the Developer:** The Developer makes the following representations, warranties and covenants for the benefit of the City, as of the date hereof and as of the date of the Payment Request is delivered to the City hereunder:

(a) **Organization.** The Developer represents and warrants that the Developer is a legal business entity duly organized and validly existing under the laws of the State of California, is in good standing under the laws of the State of California, and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) **Authority.** The Developer represents and warrants that the Developer has the power and authority to enter into this Agreement and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of the Developer.

(c) **Binding Obligation.** The Developer represents and warrants that this Agreement is a valid and binding obligation of the Developer and is enforceable against the Developer in accordance with its terms, subject to bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(d) **Completion of Improvements.** The Developer covenants that it will use its reasonable and diligent efforts to do all things that may be lawfully required of it in order to cause the Improvements to be completed in accordance with this Agreement.

(e) **Compliance with Laws.** The Developer covenants that, while the Improvements are owned by the Developer or required pursuant to this Agreement to be maintained by the Developer, it will not commit, suffer or permit any of its agents, employees or contractors to commit any act to be done in, upon or to the Improvements in violation in any material respect of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the Property or the Improvements.

(f) Payment Requests. The Developer represents and warrants that it will diligently follow all procedures set forth in this Agreement with respect to Payment Requests.

(g) Financial Records. Until the final acceptance of the Improvements, the Developer covenants to maintain proper books of record and account for the Improvements and all costs related thereto. The Developer covenants that such accounting books will be maintained in accordance with generally accepted accounting principles, and will be available for inspection by the City and the City Engineer, at any reasonable time during regular business hours on two business days' prior written notice, subject to mutually acceptable arrangements regarding the confidentiality of proprietary data.

(h) Permits. The Developer covenants that it will obtain all governmental or other permits required to proceed with the construction of the Improvements and that it will pay all fees relating thereto.

(i) Environmental Matters. The Developer represents and warrants that it has complied with, has caused compliance with, or will cause compliance with, the California Environmental Quality Act as required for the construction of the Improvements and its conveyance to the City.

**Section 15. Representations, Warranties and Covenants of City:** City makes the following representations, warranties and covenants for the benefit of the Developer:

(a) Authority. City represents and warrants that City has the power and authority to enter into this Agreement and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of City.

(b) Binding Obligation. City represents and warrants that this Agreement is a valid and binding obligation of City and is enforceable against City in accordance with its terms, subject to bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(c) Completion of the Improvements. The City covenants that it will use its reasonable and diligent efforts to take expeditiously all actions that may be lawfully required of it in issuing permits, processing and approving plans and specifications and inspecting the Improvements in accordance with this Agreement.

(d) Payment Requests. City represents and warrants that it will diligently follow all procedures set forth in this Agreement with respect to each payment request and payment of the Reimbursement Amount.

**Section 16. Indemnification:** The Developer agrees to protect, indemnify, defend and hold the City, its elected officials, officers, employees, agents, and representatives (the "Indemnified Parties") and each of them, harmless from and against any and all claims, liabilities, losses,

expenses, suits, actions, decrees, judgments, awards, attorney's fees, and court costs which the Indemnified Parties, or any combination thereof, may suffer or which may be sought against or recovered or obtained from the Indemnified Parties, or any combination thereof, as a result of, or by reason of, or in consequence of, or arising out of

- (a) this Agreement,
- (b) the acquisition, construction, or installation of the Improvements,
- (c) the design, construction, or failure of the Improvements,
- (d) the untruth or inaccuracy of any representation or warranty made by the Developer in this Agreement or in any certifications delivered by or on behalf of the Developer hereunder, or
- (e) any act or omission of the Developer or any of its subcontractors, or their respective directors, officers, employees, agents, and representatives in connection with the Improvements. If the Developer fails to do so, the Indemnified Parties, or each of them, shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental costs of such defense, including reasonable attorneys' fees and court costs to, and recover the same from, the Developer.

No indemnification is required to be paid by the Developer for any claim, liability, loss, expense, suit, action, decree, judgment, award of attorneys' fees and court costs

- (f) as a result of, or by reason of, or in consequence of, or arising out of the willful misconduct or sole or active negligence of the Indemnified Parties or
- (g) as a result of, or by reason of, or in consequence of, or arising out of the use or operation of the Improvements after acceptance by the City, unless such claim, liability, loss, expense, suit, action, decree, judgment, award of attorneys' fees or court costs results from the defective or improper design, defective or improper construction, or defective or improper installation of the Improvements by Developer, its agents, or representatives.

The Provisions of this Section shall survive the termination of this Agreement.

**Section 17. Developer as a Private Developer:** In performing under this Agreement, it is mutually understood that the Developer is acting as an independent contractor, and not as an agent of the City. The City shall have no responsibility for payment to any contractor, subcontractor or supplier of the Developer.

**Section 18. Other Agreements:** Nothing contained herein shall be construed as affecting the City's or the Developer's respective duty to perform its respective obligations under other agreements, land use regulations or subdivision requirements relating to the development of the Property, which obligations are and shall remain independent of the Developer's rights and obligations, and the City's rights and obligations, under this Agreement; provided, however, that the Developer shall use its reasonable and diligent efforts to perform each and every covenant to be performed by it under any lien or encumbrance, instrument, declaration, covenant, condition, restriction, license, order, or other agreement, the nonperformance of which could reasonably be expected to materially and adversely affect the acquisition, construction and installation of the Improvements.

**Section 19. Binding on Successors and Assigns:** Neither this Agreement nor the duties and obligations of the Developer hereunder may be assigned to any person or legal entity other than an affiliate of the Developer without the written consent of the City, which consent shall not be unreasonably withheld or delayed. Neither this Agreement nor the duties and obligations of the City hereunder may be assigned to any person or legal entity, without the written consent of the Developer, which consent shall not be unreasonably withheld or delayed. The agreements and covenants included herein shall be binding on and inure to the benefit of any partners, permitted assigns, and successors-in-interest of the parties hereto.

**Section 20. Amendments:** This Agreement can only be amended by an instrument in writing executed and delivered by the City and the Developer.

**Section 21. Waivers:** No waiver of, or consent with respect to, any provision of this Agreement by a party hereto shall in any event be effective unless the same shall be in writing and signed by such party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

**Section 22. No Third Party Beneficiaries:** No person or entity shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the City and the Developer (and their respective successors and assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

**Section 23. Notices:** All notices, statements, demands, consent, approvals, authorizations, designations, invoices, or other communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To City: City of Eastvale  
Public Works Department  
12363 Limonite Avenue, Ste. 910  
Eastvale, CA 91752  
Attn: Craig Bradshaw  
Phone No. (951) 703-4472  
Email: cbradshaw@interwestgrp.com

To Developer: The Merge Company I, LLC.  
280 Newport Center Drive, Suite 240  
Newport Beach, CA 92660  
Attn: Grant Ross  
Phone No. (949) 330-7562  
Email: GRoss@orbisrep.com

Notice shall be deemed delivered (a) if served or delivered by messenger, as of the date delivered, (b) if by electronic facsimile, upon the sender's receipt of an appropriate answerback or other written acknowledgment, (c) if transmitted by United States mail first class, registered or

certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, (d) if delivered by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (e) if delivered by any other means, upon delivery at the address specified in this Section.

**Section 24. Jurisdiction and Venue:** Each of the City and the Developer (a) agrees that any suit action or other legal proceeding arising out of or relating to this Agreement shall be brought in the Courts of the United States of America in the district in which said County is located, (b) consents to the jurisdiction of each such court in any suit, action or proceeding, and (c) waives any objection that it may have to the laying of venue or any suit, action or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Each of the City and the Developer agrees that a final and non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

**Section 25. Attorneys' Fees:** If any action is instituted to interpret or enforce any of the provisions of this Agreement, the party prevailing in such action shall be entitled to recover from the other party thereto reasonable attorney's fees and costs of such suit (including both prejudgment and post judgment fees and costs) as determined by the court as part of the judgment.

**Section 26. Governing Law:** This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

**Section 27. Usage of Words:** As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

**Section 28. Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original.

**Section 29. Severability:** If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**[Signatures of Parties on Next Page]**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement and will be made effective on the day and year first above written.

**CITY OF EASTVALE**

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Craig Bradshaw, PE, PLS  
City Engineer

APPROVED AS TO FORM:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Erica L. Vega  
City Attorney

APPROVAL BY THE EASTVALE CITY COUNCIL:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Brandon Plott  
Mayor, City Council

ATTEST:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Bryan Jones  
City Manager

**DEVELOPER**

THE MERGE COMPANY I, LLC., a California corporation

By: \_\_\_\_\_  
Grant Ross  
Developer Representative

## EXHIBIT A

### TRACT MAP, VICINITY MAP, LEGAL DESCRIPTION

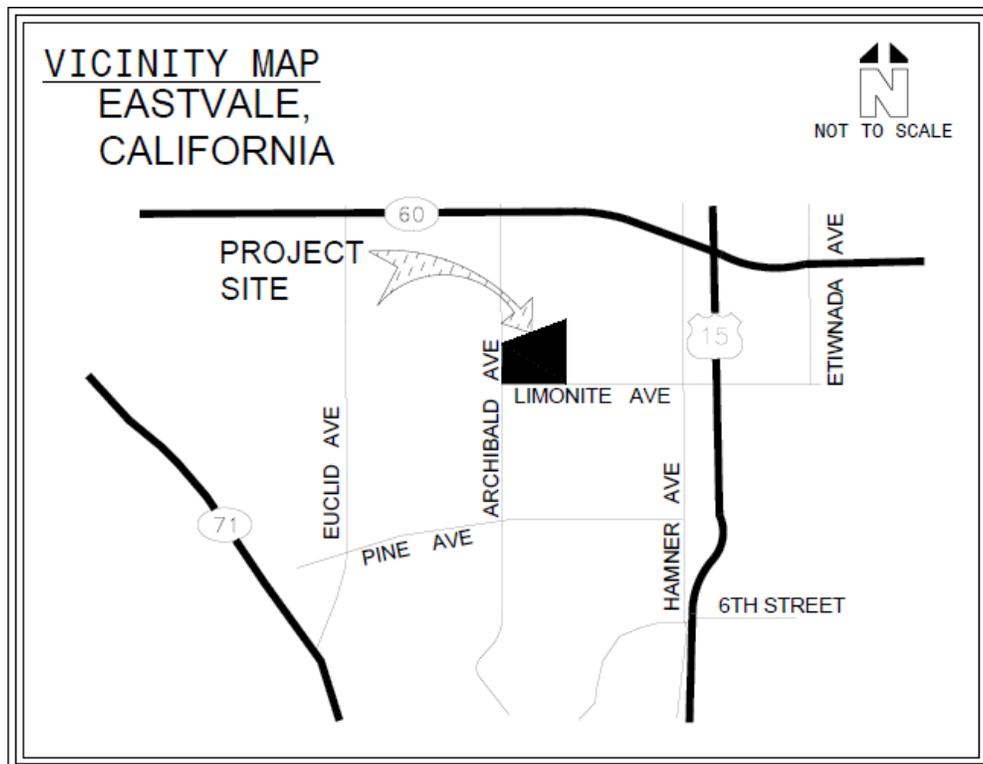
THE LAND REFERRED TO IN THIS COMMITMENT IS SITUATED IN THE CITY OF EASTVALE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 2 OF PARCEL MAP 33036, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 217 PAGES 57-58, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THE DEED TO THE COUNTY OF RIVERSIDE RECORDED AUGUST 16, 2006 AS INSTRUMENT NO. 06-602839 OF OFFICIAL RECORDS.

(SAID DOCUMENT REFERS TO A RIGHT-OF-WAY DEDICATION AFFECTING A PORTION OF LIMONITE AVENUE AND ARCHIBALD AVENUE THAT DOES NOT AFFECT THE SUBJECT PROPERTY)

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THE QUITCLAIM DEED TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT RECORDED AUGUST 18, 2006 AS INSTRUMENT NO. 06-610626 OF OFFICIAL RECORDS.

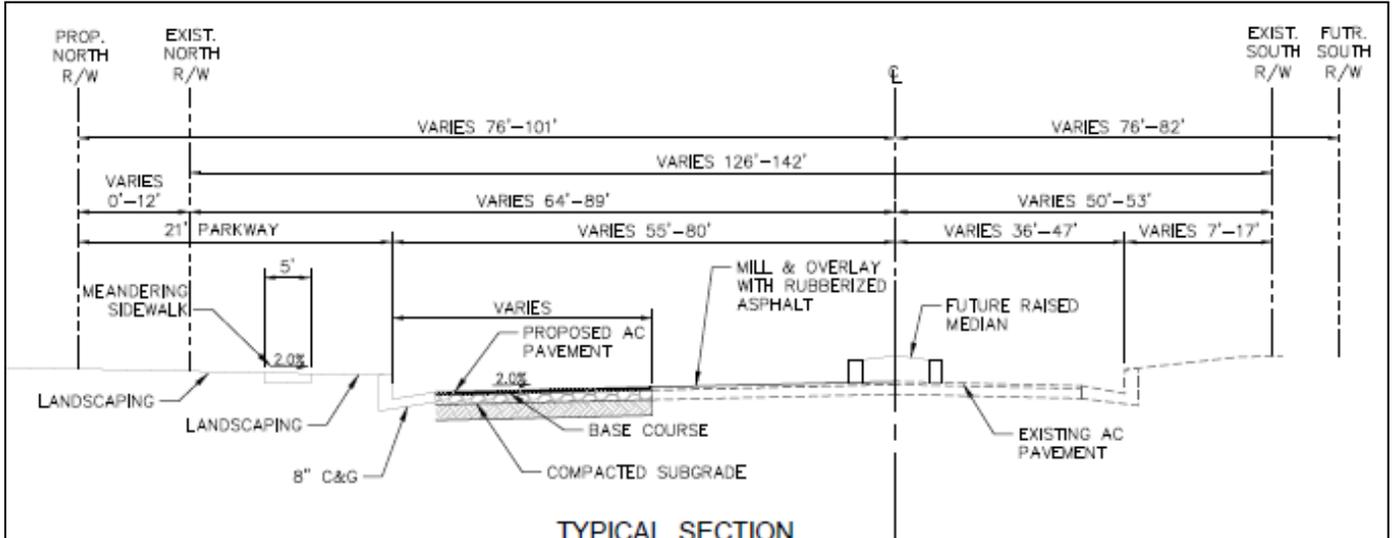


VICINITY MAP  
SCALE: NTS  
THOMAS GUIDE REF# 683-A5



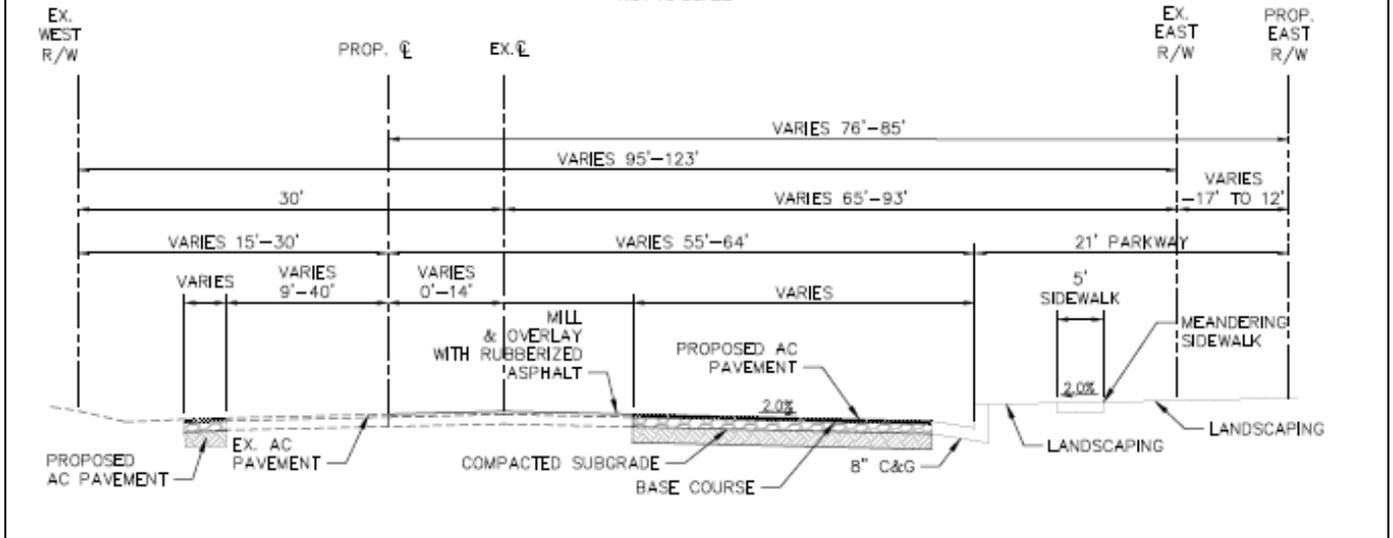
# EXHIBIT B

## TYPICAL SECTION



**TYPICAL SECTION**  
 MODIFIED URBAN ARTERIAL HIGHWAY  
 STD. NO. 91  
 (TI-10.0, "R-3S, AC-6.5", AB-13")  
 (PER STD. NO. 114)

**LIMONITE AVENUE**  
 NOT TO SCALE



**TYPICAL SECTION**  
 MODIFIED URBAN ARTERIAL HIGHWAY  
 STD. NO. 91  
 (TI-10.0, "R-3S, AC-6.5", AB-13")  
 (PER STD. NO. 114)

**ARCHIBALD AVENUE**  
 NOT TO SCALE

EXHIBIT C

IMPROVEMENT PLAN DIAGRAM

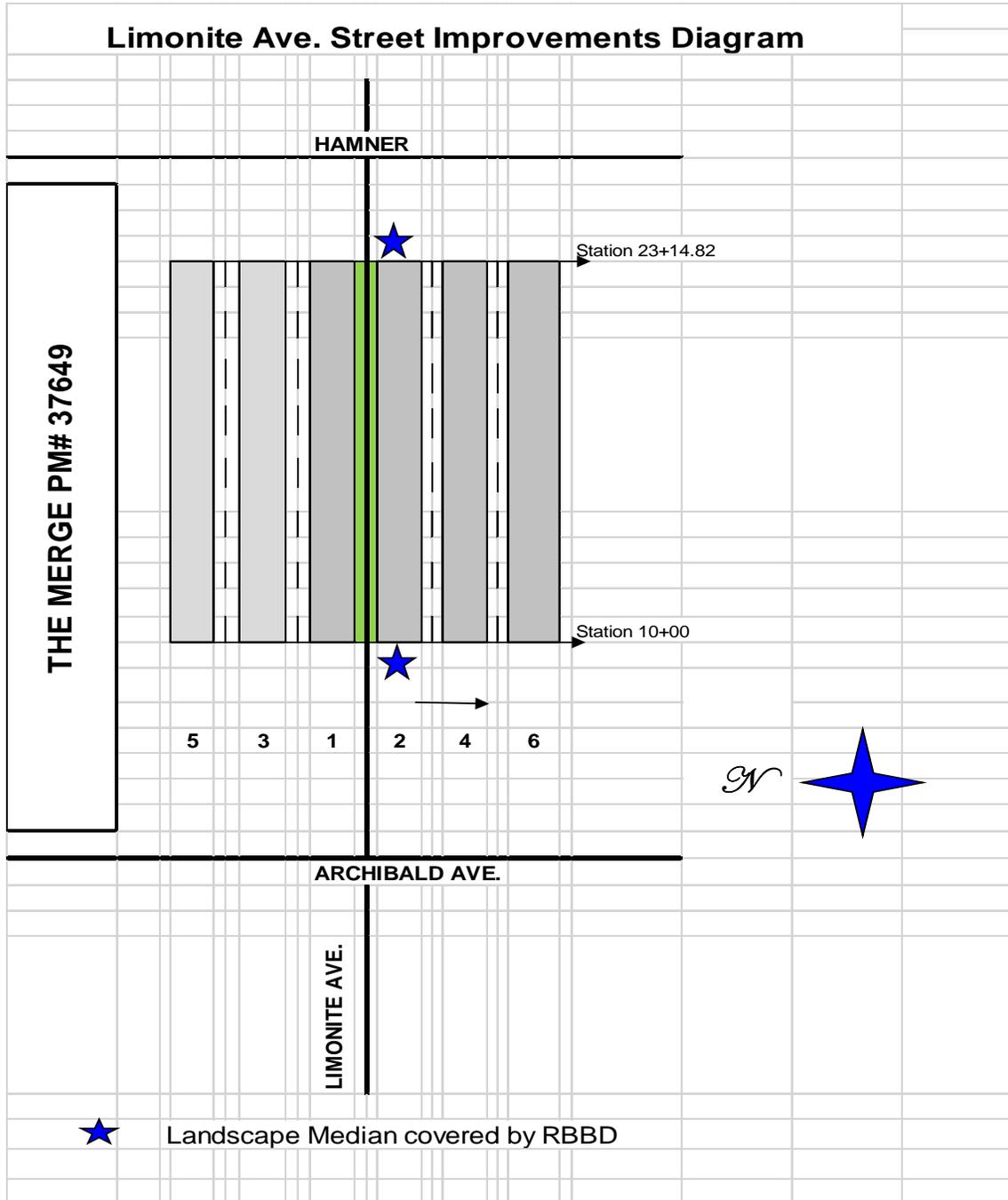
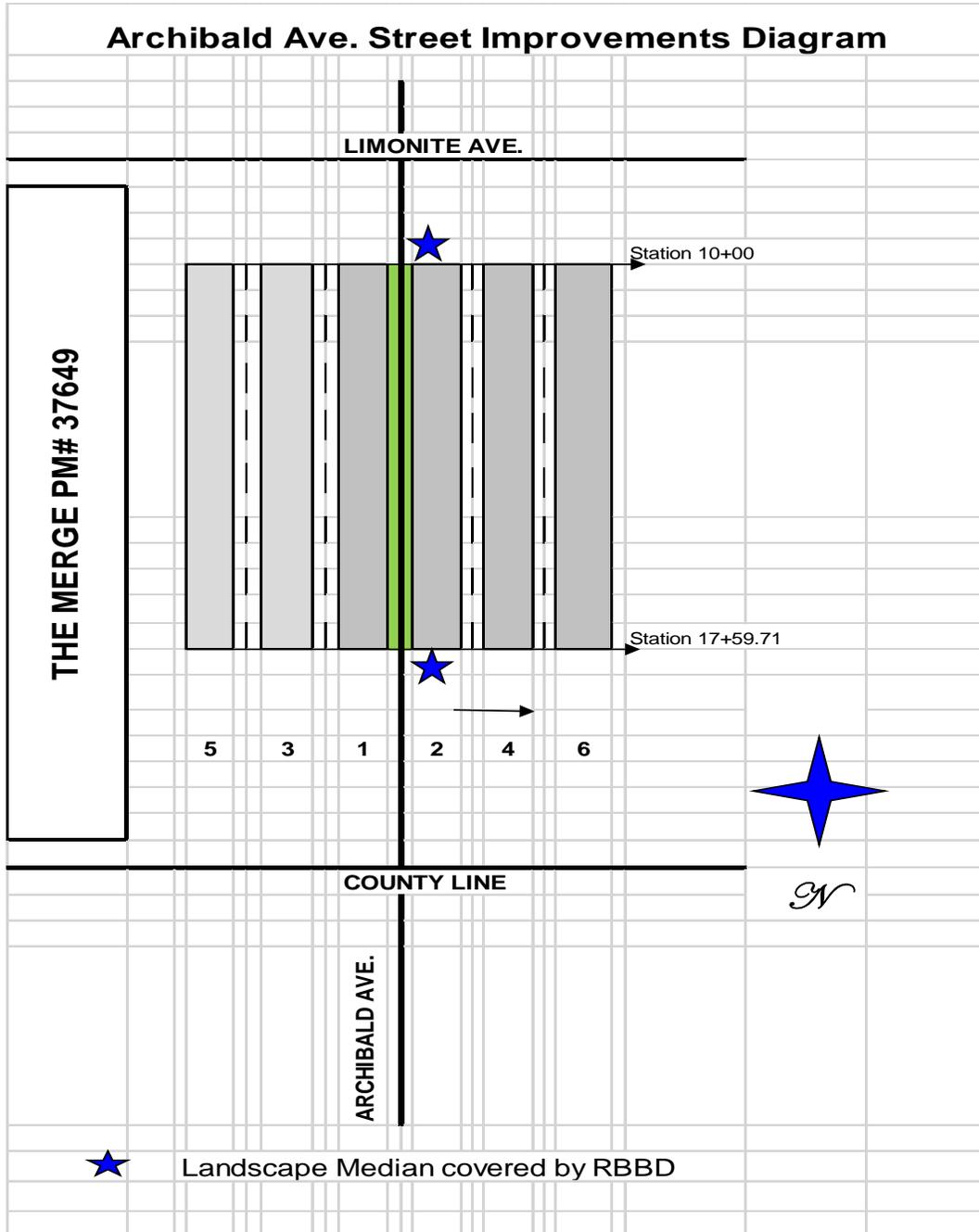


EXHIBIT C

IMPROVEMENT PLAN DIAGRAM



## EXHIBIT D

### I. REIMBURSEMENT:

The final settlement shall be based on the actual allowable cost of design, engineering, and construction costs for the completion and acceptance of the Improvements described in this Agreement and shall not exceed the maximum obligation of the CITY herein. The Mira Loma Road and Bridge Benefit District will not provide reimbursement for:

- Tapers that will not be part of ultimate improvements;
- Frontage improvements including but not limited to curb, gutter, and sidewalks; and
- Right-of-Way Costs.

### II. MAXIMUM REIMBURSEMENT:

Eligible Reimbursement for Limonite Avenue and Archibald Avenue:

Limonite Ave. - Landscape Median (1,315 LF)	<u>\$ 101,255</u>
Archibald Ave. - Landscape Median (760 LF)	<u>\$ 56,240</u>

**Maximum Eligible Reimbursement: \$ 157,495**

### III. DOCUMENTATION TO BE PROVIDED BY DEVELOPER:

Developer shall provide the following documents to City:

1. Plans, specifications and Developer's Civil Engineer's cost estimate;
2. List of bidders from whom bids were requested;
3. Construction schedules and progress reports;
4. Contracts, insurance certificates and change orders with each contractor or vendor;
5. Invoices received from all vendors;
6. Canceled checks from payments made to contractors and vendors (copy both front and back of canceled checks);
7. Spreadsheet showing total costs incurred in and related to the construction of each Improvement and the check number for each item of cost and invoice;
8. Final lien releases form each contractor and vendor;
9. Copy of recorded Notice of Completion; and
10. Such further documentation as may be reasonably required by City to evidence the completion of construction and the payment of each item of cost and invoice.

**EXHIBIT E**  
**REIMBURSEMENT/CREDIT AUTHORIZATION REQUEST**

CONTRACT NO./PROJECT TITLE: \_\_\_\_\_

\_\_\_\_\_  
(Firm Name - Principal)

\_\_\_\_\_  
(Business Address)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Agreement Not to Exceed Amount: \$ \_\_\_\_\_

Previously Authorized Amounts: Reimbursements: \$ \_\_\_\_\_ Credits: \$ \_\_\_\_\_

Amount of Request: Reimbursements: \$ \_\_\_\_\_ Credits: \$ \_\_\_\_\_

Required Attachments:

Invoice with Remit to Address

Supporting Documentation Showing Payments For Reimbursable Items

For Reimbursements Check One:

\_\_\_\_ W-9 Form (with first request)

\_\_\_\_ Vendor Registration Completed Online ([www.co.riverside.ca.us/pucrindex.asp](http://www.co.riverside.ca.us/pucrindex.asp))

\_\_\_\_ Vendor Registration Completed With Previous Reimbursement Request

---

**FOR CITY/COUNTY USE ONLY:**

Description of Any Requested Reimbursement/Credit Amounts That Are Denied Or Withheld:

\_\_\_\_\_ DENIED \$ \_\_\_\_\_

\_\_\_\_\_ WITHHELD \$ \_\_\_\_\_

Authorized Amounts: Reimbursements: \$ \_\_\_\_\_ Credits: \$ \_\_\_\_\_

Amount of Prorated Credit to be Applied with each Fee Payment: \$ \_\_\_\_\_ / \_\_\_\_\_ (DU or Acre)

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Work Order: \_\_\_\_\_ Task Code: \_\_\_\_\_

**EXHIBIT F**

**FORMS FOR SECURITY**

[ATTACHED BEHIND THIS PAGE]

**PROJECT AGREEMENT  
ROAD AND BRIDGE BENEFIT DISTRICT  
(MIRA LOMA – Zone D – A5-0267)**

This PROJECT AGREEMENT ("Agreement") is entered into by and between the City of Eastvale, a California municipal corporation (the "City"), and THE MERGE COMPANY I, LLC., a California corporation (the "Developer"). City and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

**RECITALS**

WHEREAS, the County, pursuant to Section 66484 of the California Government Code, Chapter 16.28 of the Riverside County Code and Resolution No. 94-378, adopted on December 6, 1994, established the Mira Loma Road and Bridge Benefit District (the "District"), which consisted of five zones, designated construction costs for certain road and bridge improvements to be funded by the District, and established a road and bridge improvement fee schedule that apportioned said construction costs to all properties within the District to be paid upon recordation of a final map or the issuance of a building permit; and

WHEREAS, the County Resolution No. 97-002 adopted on February 4, 1997, and by Resolution No. 99-025 adopted on January 5, 1999, has amended the list of designated road and bridge improvements whose construction costs are to be funded by the District and the road and bridge improvement fee schedule; the current applicable fee schedule for properties within the District is established by County Resolution No. 2005-482; and

WHEREAS, Developer owns property that is located within Zone D of the District, and this property has received development approval from the City as Tentative Parcel Map 37649 as shown on Exhibit A which is attached hereto (the "Property" or the "Tracts"); and

WHEREAS, as a condition of development of the Property, the Developer is required to construct improvements to Limonite Ave. and Archibald Ave. that are identified on Exhibits B and C, which is attached hereto (the "Improvements"); and

WHEREAS, the design and construction cost reimbursement of the Improvements will be based on actual costs in an amount not to exceed \$157,495 as shown on Exhibit D, which is attached hereto and made a part hereof; and

WHEREAS, the Improvements are identified in the District program and the construction costs of which are to be funded by the fees collected under the District consistent with Resolution No. 2005-482; and

WHEREAS, the City of Eastvale incorporated on October 1, 2010 and assumed administrative responsibilities for Mira Loma RBBB Zones within City boundaries including all or portions of Zones A, B, D, and E; and

WHEREAS, the Developer has requested to enter into this Agreement with the City by the terms of which the Developer's actual eligible costs for construction of the Improvements can be reimbursed or receive credit from fees that the District has collected or will collect in the future for actual construction costs not to exceed the amount specified herein; and

WHEREAS, the City estimates the total amount of District fees that can be collected from the Property consistent with Resolution No. 2005-482 and the development rights that have been approved by City to be approximately \$241,965.18.

## **AGREEMENT**

**NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer and City hereby agree as follows:**

**Section 1. Purpose of the Agreement:** Following execution of this Agreement, the Developer shall cause, consistent with Sections 3 through 12, below, the Improvements to be designed, engineered and constructed as if it had been constructed under the direction and supervision or under the authority of the City, and the City shall pay or credit the Developer the Reimbursement Amount consistent with Exhibit D in conformance with Section 6, below.

**Section 2. Definitions:** Unless otherwise specifically defined in this Agreement, all terms will have the meaning ascribed to them by the Rules and Regulations for the Administration of Road and Bridge Benefit Districts of the County of Riverside and the City of Eastvale, where applicable.

**Section 3. Preparation and Approval of Plans and Specifications:** To the extent that it has not already done so, the Developer shall cause plans (the "Plans") to be prepared for the Improvements. The Developer shall obtain the written approval of the Plans from the City. The Developer shall provide a copy of the Plans and specifications to the Director of Engineering Services, Public Works Department of the City, or his/her designee (the "City Engineer").

**Section 4. Duty of Developer to Construct:** To the extent authorized by law, City will grant the Developer any license and/or permit required from it to allow for the construction of the Improvements as approved by City. The Developer shall perform all of its obligations hereunder and shall conduct all operations with respect to the construction of the Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer shall not be relieved of its obligation to construct the Improvements and cause title to the Improvements to be conveyed to the City even if the Reimbursement Amount is less than the actual cost of the Improvements. Notwithstanding the foregoing, nothing set forth in this Agreement shall be construed to require the Developer to perform any work requiring a contractor's license, nor shall the Developer be deemed to be performing construction services pursuant to this Agreement.

**Section 5. Acquisition of City Facilities:** The Developer hereby agrees to convey to the City and the City hereby agrees to pay to the Developer the Reimbursement Amount for the Improvements, subject to the terms and conditions hereof.

The Reimbursement Amount is to be paid solely from fees collected or to be collected by the District and designated for the cost of construction of the Improvements and the City shall not be obligated to pay the Reimbursement Amount except from amounts held by the District for such purposes.

**Section 6. Payment of the Reimbursement Amount:** The Developer accepts that this Agreement does not serve to stop the City from making further adjustments to the District Fee, by amending the District, consistent with State law. The Developer acknowledges that the City Council will annually consider adjustments to the District Fee. The parties agree that the dollar amount of any fee credit to be earned by the Developer pursuant to this Agreement will be determined by the actual cost of construction incurred not to exceed the amount shown in Exhibit D. The maximum allowable reimbursement amount will be based on the reimbursement schedule established by the District at the time the Developer pays District Fees. Additionally, cash reimbursement is subject to availability of funds received by the District. Reimbursement is subject to the availability of funds, which may include reimbursement over a period of time.

(a) Upon recordation of a Notice of Completion for the Improvements and acceptance of the Improvements by the City Engineer, the Developer shall submit a billing to the City Engineer requesting determination of the actual cost of the Improvements and the District Fee credit. The reimbursement amount of the earned fee credit is to equal the actual cost incurred in an amount not to exceed what is set forth in Exhibit D in constructing the Improvements. The Developer is to supply all documentation requested by the City Engineer in determining the actual construction cost of the Improvements. The City Engineer is to use his/her best efforts to determine the amount of the earned fee credit within thirty (30) calendar days of receipt of the bill submitted by the Developer.

(b) The City Engineer will provide the Developer written notice, in the form of Exhibit E attached hereto (the "Credit Notice"), of the dollar amount of the earned credit. If the dollar amount of the earned fee credit exceeds the dollar amount of the District Fee that would otherwise be due from the Developer (the "Fee Credit Excess"), the City Engineer will identify in the Notice that the Fee Credit Excess will generate either: (i) a cash reimbursement to the Developer or (ii) an earned fee credit to offset the District Fee required on another approved tract or parcel map to be developed by the Developer within the District. Once completed, the Credit Notice is to be executed and dated by the City Engineer and the Developer.

(c) If the dollar amount of the earned fee credit is less than the District Fee that would be due from the Developer, the Credit Notice will so note. The amount of credit to be applied with each District Fee payment on either a per unit or per acre basis will be identified, and shall be based on prorating the earned fee credit over those units which have not previously paid the District Fee.

(d) If the Developer is issued one or more building permits prior to the date the City Engineer accepts the Improvements and prepares the Notice of Credit, then the Developer will have to pay the full District Fee for each permit issued, and upon acceptance of the Improvements by the City Engineer, the City Engineer will note on the Notice of Credit the full District fee paid to date of acceptance and make the appropriate adjustment for the application of the earned fee credit consistent with the subsections (b) or (c) above.

**Section 7. Bid and Construction Requirements:**

(a) In order to ensure that the Improvements are constructed as if it had been constructed under the direction and supervision, or under the authority of, the City, the Developer shall comply with all of the requirements set forth in this Section.

(b) Prior to soliciting bids, the Developer shall submit a bid packet for review and approval to the City Engineer. The contract for the construction of the Improvements shall be awarded to the responsible bidder submitting the lowest responsive bid for the Improvements after notice inviting sealed bids is given as required for public works projects pursuant to any applicable provisions of the California Public Contracts Code and the rules, regulations and policies of the City. Upon opening of bids and prior to awarding the construction contract, the Developer shall submit the lowest responsible bidder's bid to the City Engineer for review and approval, which approval shall not be unreasonably withheld or delayed.

(c) The Developer shall require, and the specifications, bid and contract documents shall require all contractors, subcontractors, vendors, equipment operators and owner operators, in each such case to the extent such individuals or entities are engaged to perform work on the Improvements, to pay at least general prevailing wage rates to all workers employed in the execution of the contract, to post a copy of the general prevailing wage rates at the job-site in a conspicuous place available to all employees and applicants for employment, and to otherwise comply with applicable provisions of the California Labor Code, the California Government Code and the California Public Contracts Code relating to general prevailing wage rates as required by the specifications approved by the City Engineer. The City has provided the Developer with copies of tables setting forth the general prevailing wage rates, and the Developer hereby acknowledges receipt thereof.

(d) The Developer shall require each contractor, subcontractor, vendor, equipment operator and owner operator, in each such case to the extent such individual or entity is engaged to perform work on the Improvements, to provide proof of insurance coverage satisfying the requirements of Section 12(g) hereof throughout the term of the construction of the Improvements. Rather than requiring its contractors to provide such insurance, the Developer may elect to provide the same for the benefit of its contractors.

(e) Each contractor engaged to perform work on the Improvements shall be required to furnish (i) labor and material payment bonds, and (ii) contract performance bonds, each in an amount equal to 100% of the contract price naming the Developer and the City as obligees and issued by a California admitted surety subject to the provisions of Section 995.660 of the California Code of Civil Procedure. All such bonds shall be in a form as shown in Exhibit F. Rather than

requiring its contractors to provide such bonds, the Developer may elect to provide the same for the benefit of its contractors.

(f) The Developer shall comply, and shall cause each contractor, subcontractor, vendor, equipment operator and owner operator, in each such case to the extent such individual or entity is engaged to perform work on the Improvements, to comply, with such other requirements relating to the construction of the Improvements as the City may impose by written notification delivered to the Developer, to the extent legally required as a result of changes in applicable Federal, State, County, or City laws, rules or procedures.

(g) The Developer shall require, and the specifications and bid and contract documents shall require, all contractors, subcontractors, vendors, equipment operators and owner operators, in each such case to the extent such individuals or entities are engaged to perform work on the Improvements, to submit certified weekly payroll records to the Developer for inspection by the City Engineer, and to furnish certified payroll records to the City Engineer promptly upon request.

(h) The Developer shall provide proof to the City Engineer, at such intervals and in such form as the City Engineer may require that the foregoing requirements have been satisfied as to the Improvements.

**Section 8. Licenses and Permits:** To the extent authorized by law, City will grant the Developer any license and/or permit required from it to allow for the construction of the Improvements as approved by City. The form and content of said license and/or permit shall be in form mutually acceptable to both the City and the Developer.

**Section 9. Modifications to the Estimated Cost:** The lowest responsible bid for the Improvements shall not exceed the amounts shown in Exhibit D without a formal amendment to this Agreement. If during the course of construction of the Improvements, the Developer is presented with a change order or set of change orders that would increase the construction cost, the Developer must receive the approval of the City Engineer before approving the change order(s). In no instance shall the total construction costs, including any change orders, exceed the estimated costs shown in Exhibit D without a formal amendment to this Agreement. Upon approving the change order, the City Engineer will cause a formal amendment to this Agreement to be prepared, if necessary. Failure to comply with this provision will result in the City not reimbursing or crediting the Developer for any change orders.

**Section 10. Inspection; Completion of Construction:** The City Engineer shall have responsibility for providing inspection of the work of construction of the Improvements to ensure that the work of construction is accomplished in accordance with the Plans and the specifications approved by the City Engineer. City personnel shall have access to the site of the work of construction at all reasonable times for the purpose of accomplishing such inspection.

No later than ten business days after receiving notification from the City that the Improvements have been constructed in accordance with the Plans, the Developer shall forthwith file with the Riverside County Recorder a Notice of Completion pursuant to the provisions of Section 3093 of the California Civil Code. The Developer shall furnish to the City a duplicate

copy of each such Notice of Completion showing thereon the date of filing with said County Recorder.

**Section 11. Maintenance of Facilities; Warranties:** The Developer shall maintain the Improvements in good and safe condition until their acceptance by the City. Prior to the acceptance of the Improvements, the Developer shall be responsible for maintaining the Improvements in proper operating condition and shall perform such maintenance as the City Engineer reasonably determines to be necessary. As of the date of acceptance, the performance bond provided by the Developer for the Improvements pursuant to Section 7(e) hereof shall be reduced to an amount equal to 10% of the original amount thereof and shall serve as a warranty bond to guarantee that the Improvements will be free from defects due to faulty workmanship or materials for a period of 12 months from the date of acceptance, or the Developer may elect to provide a new warranty bond or cash in such an amount. As of the date of acceptance of the Improvements, the Developer shall assign to the City all the Developer's rights in any warranties, guarantees, maintenance obligations or other evidence of contingent obligations of third persons with respect to the Improvements.

**Section 12. Insurance Requirements:** Without limiting or diminishing the Developer's obligation to indemnify or hold the City harmless, the Developer shall procure and maintain or cause to be maintained, at its sole cost and expense the following insurance coverages during the term of this Agreement

(i) *Commercial General Liability:* Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations, explosion, collapse, use of cranes, and other heavy equipment and underground hazards, personal and advertising injury covering claims which may arise from or out of Developer's performance of its obligations hereunder. Policy shall name by endorsement the City and its special districts, respective directors, officers, elected officials, employees, agents or representatives as Additional Insured's. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

(ii) *Vehicle Liability:* Developer shall maintain liability insurance for all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name by endorsement the City, its special districts, their respective directors, officers, elected officials, employees, agents or representatives as Additional Insureds.

(iii) *Worker's Compensation Insurance:* Developer shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupation Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of the City, and if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

General Insurance Provisions - all lines:

(a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. Best rating of not less than an A:VIII (A:8) unless such requirements are waived, in writing, by the City Manager.

(b) The Developer's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the City Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retentions which are deemed unacceptable to the City, at the election of the City's Manager, the Developer's carriers shall either: (i) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the City, or (ii) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

(c) The Developer shall cause their insurance carrier(s) to furnish the City with (i) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or (ii) if requested to do so orally or in writing by the City Manager, provide original certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect.

(d) Further, said Certificate(s) and Endorsements to policies of insurance shall contain the covenant of the insurance carrier(s) that it shall provide no less than thirty (30) days written notice be given to the City prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless the City receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of Endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages and the insurance required herein are in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

(e) ***The Developer shall not commence construction of the Improvements until the City has been furnished original Certificate(s) of Insurance and certified original copies of Endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section.***

(f) It is understood and agreed by the parties hereto and the Developer's insurance company(s) that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the City's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

(g) The Developer and contractors shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement and will

require all such subcontractors to name on their insurance policies by endorsement the City, its special districts, their respective directors, officers, elected officials employees, agents or representatives as Additional Insureds. Copies of such certificates and endorsements shall be provided to the City. The minimum limits of liability required of all tiers of subcontractors are \$1,000,000 Combined Single Limit for Commercial General Liability and \$1,000,000 Combined Single Limit for Vehicle Liability Insurance.

**Section 13. Ownership of Facilities:** Notwithstanding the fact that a portion or all of the Improvements may be constructed in dedicated street rights-of-way or on property that has been or will be dedicated to the City, the Improvements shall be and remain the property of the Developer until acceptable title thereto is conveyed to the City as provided herein. Acceptable title means title to land, or an easement therein, delivered free and clear of all liens, taxes assessments, leases, easements, and encumbrances, whether any such item is recorded or unrecorded, except those non-monetary items which are reasonably determined by the City not to interfere with the intended use of the land and the Improvements. Such ownership by the Developer shall likewise not be affected by any agreement that the Developer may have entered into or may enter into with the City pursuant to the provisions of the Subdivision Map Act, Section 66410 *et seq.* of the Code, and the provisions of this Section shall control.

**Section 14. Representations, Warranties and Covenants of the Developer:** The Developer makes the following representations, warranties and covenants for the benefit of the City, as of the date hereof and as of the date of the Payment Request is delivered to the City hereunder:

(a) Organization. The Developer represents and warrants that the Developer is a legal business entity duly organized and validly existing under the laws of the State of California, is in good standing under the laws of the State of California, and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) Authority. The Developer represents and warrants that the Developer has the power and authority to enter into this Agreement and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of the Developer.

(c) Binding Obligation. The Developer represents and warrants that this Agreement is a valid and binding obligation of the Developer and is enforceable against the Developer in accordance with its terms, subject to bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(d) Completion of Improvements. The Developer covenants that it will use its reasonable and diligent efforts to do all things that may be lawfully required of it in order to cause the Improvements to be completed in accordance with this Agreement.

(e) Compliance with Laws. The Developer covenants that, while the Improvements are owned by the Developer or required pursuant to this Agreement to be

maintained by the Developer, it will not commit, suffer or permit any of its agents, employees or contractors to commit any act to be done in, upon or to the Improvements in violation in any material respect of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the Property or the Improvements.

(f) Payment Requests. The Developer represents and warrants that it will diligently follow all procedures set forth in this Agreement with respect to Payment Requests.

(g) Financial Records. Until the final acceptance of the Improvements, the Developer covenants to maintain proper books of record and account for the Improvements and all costs related thereto. The Developer covenants that such accounting books will be maintained in accordance with generally accepted accounting principles, and will be available for inspection by the City and the City Engineer, at any reasonable time during regular business hours on two business days' prior written notice, subject to mutually acceptable arrangements regarding the confidentiality of proprietary data.

(h) Permits. The Developer covenants that it will obtain all governmental or other permits required to proceed with the construction of the Improvements and that it will pay all fees relating thereto.

(i) Environmental Matters. The Developer represents and warrants that it has complied with, has caused compliance with, or will cause compliance with, the California Environmental Quality Act as required for the construction of the Improvements and its conveyance to the City.

**Section 15. Representations, Warranties and Covenants of City:** City makes the following representations, warranties and covenants for the benefit of the Developer:

(a) Authority. City represents and warrants that City has the power and authority to enter into this Agreement and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of City.

(b) Binding Obligation. City represents and warrants that this Agreement is a valid and binding obligation of City and is enforceable against City in accordance with its terms, subject to bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(c) Completion of the Improvements. The City covenants that it will use its reasonable and diligent efforts to take expeditiously all actions that may be lawfully required of it in issuing permits, processing and approving plans and specifications and inspecting the Improvements in accordance with this Agreement.

(d) Payment Requests. City represents and warrants that it will diligently follow all procedures set forth in this Agreement with respect to each payment request and payment of the Reimbursement Amount.

**Section 16. Indemnification:** The Developer agrees to protect, indemnify, defend and hold the City, its elected officials, officers, employees, agents, and representatives (the “Indemnified Parties”) and each of them, harmless from and against any and all claims, liabilities, losses, expenses, suits, actions, decrees, judgments, awards, attorney’s fees, and court costs which the Indemnified Parties, or any combination thereof, may suffer or which may be sought against or recovered or obtained from the Indemnified Parties, or any combination thereof, as a result of, or by reason of, or in consequence of, or arising out of

- (a) this Agreement,
- (b) the acquisition, construction, or installation of the Improvements,
- (c) the design, construction, or failure of the Improvements,
- (d) the untruth or inaccuracy of any representation or warranty made by the Developer in this Agreement or in any certifications delivered by or on behalf of the Developer hereunder, or
- (e) any act or omission of the Developer or any of its subcontractors, or their respective directors, officers, employees, agents, and representatives in connection with the Improvements. If the Developer fails to do so, the Indemnified Parties, or each of them, shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental costs of such defense, including reasonable attorneys’ fees and court costs to, and recover the same from, the Developer.

No indemnification is required to be paid by the Developer for any claim, liability, loss, expense, suit, action, decree, judgment, award of attorneys’ fees and court costs

- (f) as a result of, or by reason of, or in consequence of, or arising out of the willful misconduct or sole or active negligence of the Indemnified Parties or
- (g) as a result of, or by reason of, or in consequence of, or arising out of the use or operation of the Improvements after acceptance by the City, unless such claim, liability, loss, expense, suit, action, decree, judgment, award of attorneys’ fees or court costs results from the defective or improper design, defective or improper construction, or defective or improper installation of the Improvements by Developer, its agents, or representatives.

The Provisions of this Section shall survive the termination of this Agreement.

**Section 17. Developer as a Private Developer:** In performing under this Agreement, it is mutually understood that the Developer is acting as an independent contractor, and not as an agent of the City. The City shall have no responsibility for payment to any contractor, subcontractor or supplier of the Developer.

**Section 18. Other Agreements:** Nothing contained herein shall be construed as affecting the City’s or the Developer’s respective duty to perform its respective obligations under other agreements, land use regulations or subdivision requirements relating to the development of the Property, which obligations are and shall remain independent of the Developer’s rights and obligations, and the City’s rights and obligations, under this Agreement; provided, however, that

the Developer shall use its reasonable and diligent efforts to perform each and every covenant to be performed by it under any lien or encumbrance, instrument, declaration, covenant, condition, restriction, license, order, or other agreement, the nonperformance of which could reasonably be expected to materially and adversely affect the acquisition, construction and installation of the Improvements.

**Section 19. Binding on Successors and Assigns:** Neither this Agreement nor the duties and obligations of the Developer hereunder may be assigned to any person or legal entity other than an affiliate of the Developer without the written consent of the City, which consent shall not be unreasonably withheld or delayed. Neither this Agreement nor the duties and obligations of the City hereunder may be assigned to any person or legal entity, without the written consent of the Developer, which consent shall not be unreasonably withheld or delayed. The agreements and covenants included herein shall be binding on and inure to the benefit of any partners, permitted assigns, and successors-in-interest of the parties hereto.

**Section 20. Amendments:** This Agreement can only be amended by an instrument in writing executed and delivered by the City and the Developer.

**Section 21. Waivers:** No waiver of, or consent with respect to, any provision of this Agreement by a party hereto shall in any event be effective unless the same shall be in writing and signed by such party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

**Section 22. No Third Party Beneficiaries:** No person or entity shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the City and the Developer (and their respective successors and assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

**Section 23. Notices:** All notices, statements, demands, consent, approvals, authorizations, designations, invoices, or other communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To City: City of Eastvale  
Public Works Department  
12363 Limonite Avenue, Ste. 910  
Eastvale, CA 91752  
Attn: Craig Bradshaw  
Phone No. (951) 703-4472  
Email: cbradshaw@interwestgrp.com

To Developer: The Merge Company I, LLC.  
280 Newport Center Drive, Suite 240  
Newport Beach, CA 92660  
Attn: Grant Ross  
Phone No. (949) 330-7562  
Email: GRoss@orbisrep.com

Notice shall be deemed delivered (a) if served or delivered by messenger, as of the date delivered, (b) if by electronic facsimile, upon the sender's receipt of an appropriate answerback or other written acknowledgment, (c) if transmitted by United States mail first class, registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, (d) if delivered by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (e) if delivered by any other means, upon delivery at the address specified in this Section.

**Section 24. Jurisdiction and Venue:** Each of the City and the Developer (a) agrees that any suit action or other legal proceeding arising out of or relating to this Agreement shall be brought in the Courts of the United States of America in the district in which said County is located, (b) consents to the jurisdiction of each such court in any suit, action or proceeding, and (c) waives any objection that it may have to the laying of venue or any suit, action or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Each of the City and the Developer agrees that a final and non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

**Section 25. Attorneys' Fees:** If any action is instituted to interpret or enforce any of the provisions of this Agreement, the party prevailing in such action shall be entitled to recover from the other party thereto reasonable attorney's fees and costs of such suit (including both prejudgment and post judgment fees and costs) as determined by the court as part of the judgment.

**Section 26. Governing Law:** This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

**Section 27. Usage of Words:** As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

**Section 28. Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original.

**Section 29. Severability:** If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**[Signatures of Parties on Next Page]**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement and will be made effective on the day and year first above written.

**CITY OF EASTVALE**

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

Bryan Jones  
City Manager

APPROVED AS TO FORM:

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

Erica L. Vega  
City Attorney

ATTEST:

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

Marc Donohue  
City Clerk

**DEVELOPER**

THE MERGE COMPANY I, LLC., a California corporation

By: \_\_\_\_\_

Grant Ross  
Developer Representative

## EXHIBIT A

### TRACT MAP, VICINITY MAP, LEGAL DESCRIPTION

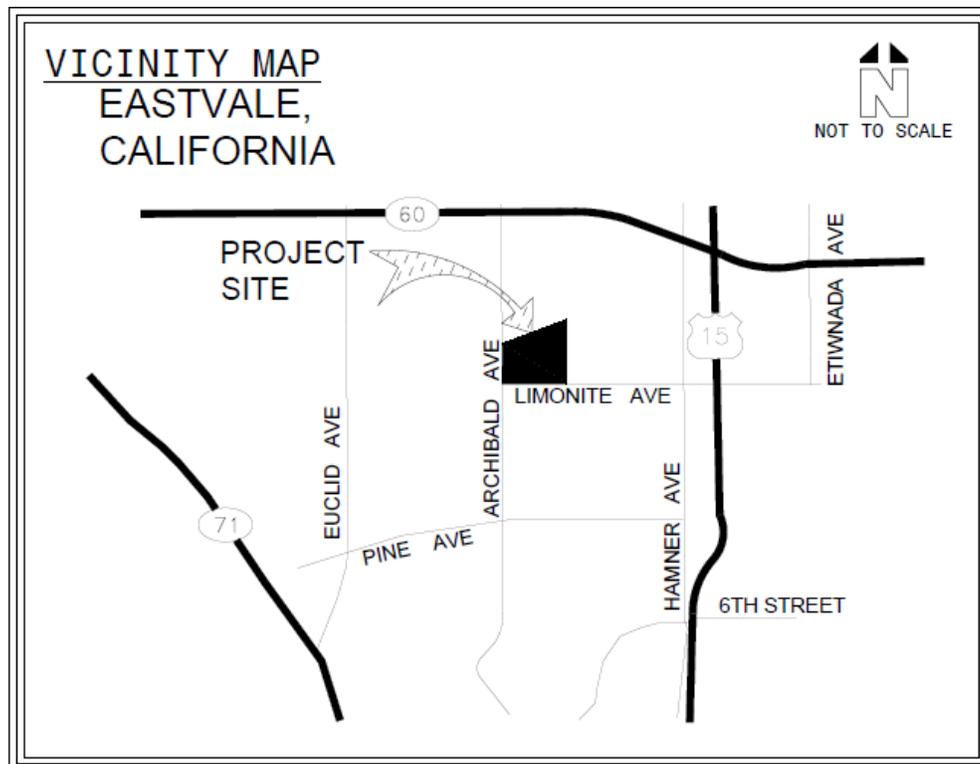
THE LAND REFERRED TO IN THIS COMMITMENT IS SITUATED IN THE CITY OF EASTVALE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 2 OF PARCEL MAP 33036, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 217 PAGES 57-58, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THE DEED TO THE COUNTY OF RIVERSIDE RECORDED AUGUST 16, 2006 AS INSTRUMENT NO. 06-602839 OF OFFICIAL RECORDS.

(SAID DOCUMENT REFERS TO A RIGHT-OF-WAY DEDICATION AFFECTING A PORTION OF LIMONITE AVENUE AND ARCHIBALD AVENUE THAT DOES NOT AFFECT THE SUBJECT PROPERTY)

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THE QUITCLAIM DEED TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT RECORDED AUGUST 18, 2006 AS INSTRUMENT NO. 06-610626 OF OFFICIAL RECORDS.

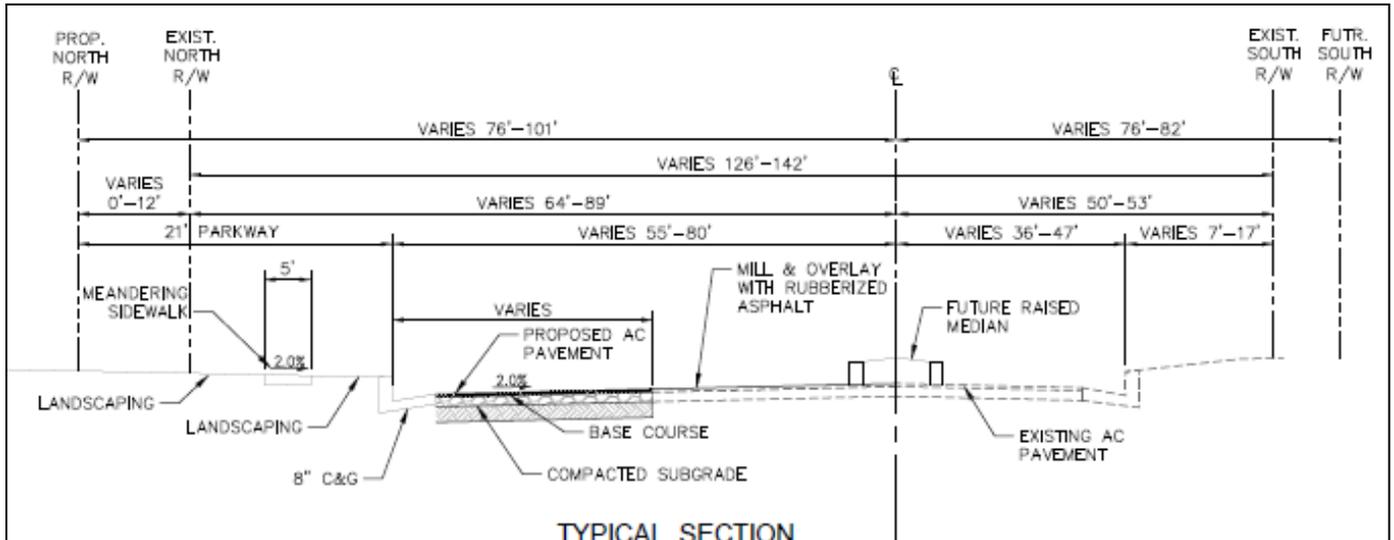


VICINITY MAP  
SCALE: NTS  
THOMAS GUIDE REF# 683-A5



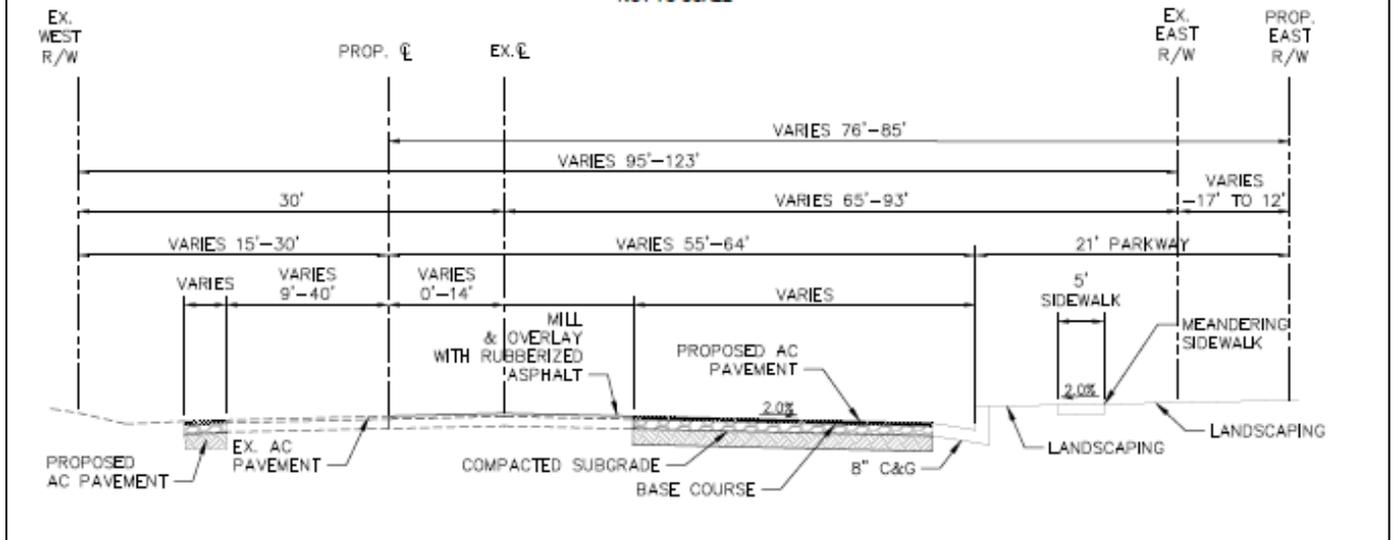
# EXHIBIT B

## TYPICAL SECTION



**TYPICAL SECTION**  
 MODIFIED URBAN ARTERIAL HIGHWAY  
 STD. NO. 91  
 (TI-10.0, "R-35, AC-6.5", AB-13")  
 (PER STD. NO. 114)

**LIMONITE AVENUE**  
 NOT TO SCALE



**TYPICAL SECTION**  
 MODIFIED URBAN ARTERIAL HIGHWAY  
 STD. NO. 91  
 (TI-10.0, "R-35, AC-6.5", AB-13")  
 (PER STD. NO. 114)

**ARCHIBALD AVENUE**  
 NOT TO SCALE

EXHIBIT C

IMPROVEMENT PLAN DIAGRAM

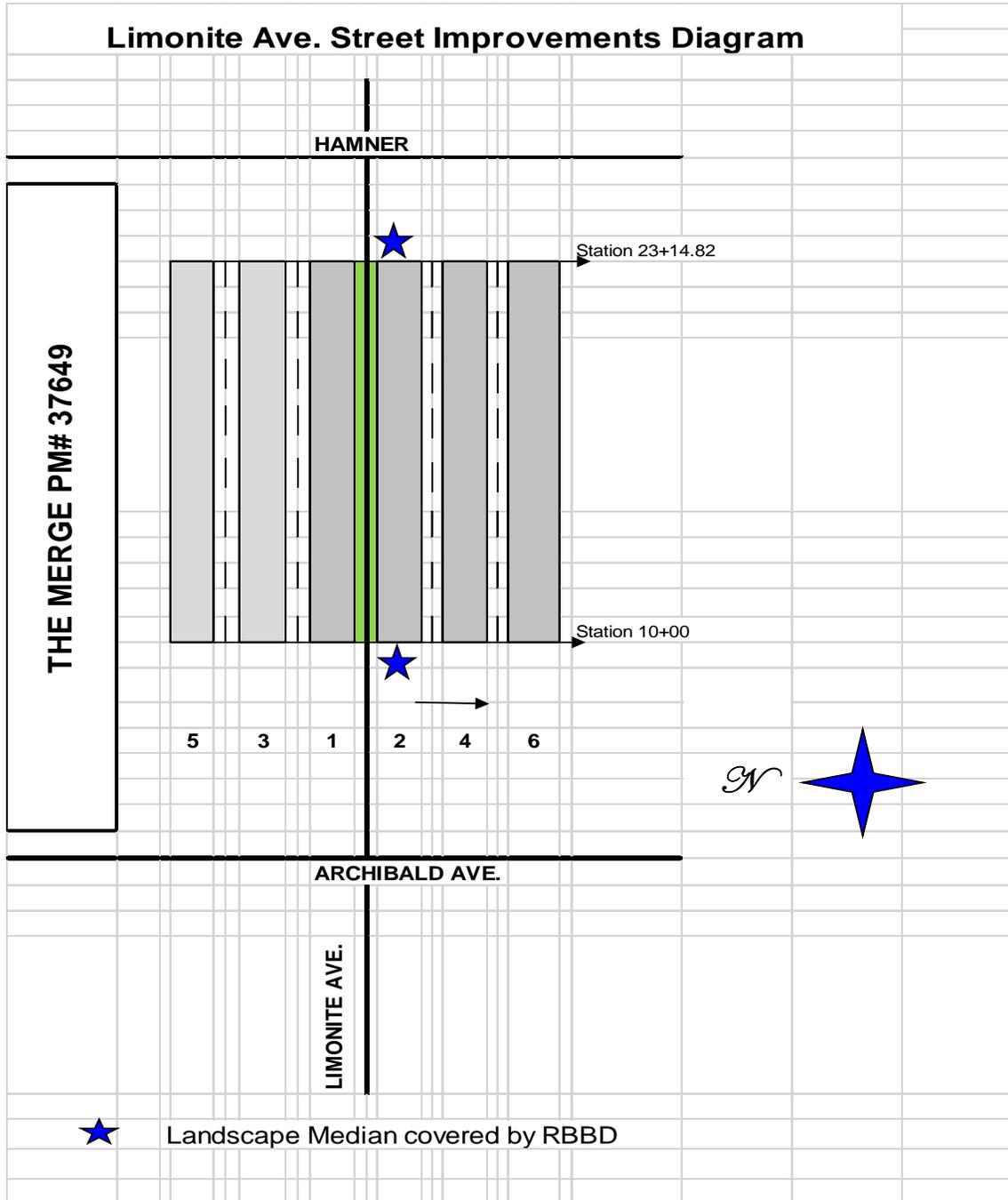
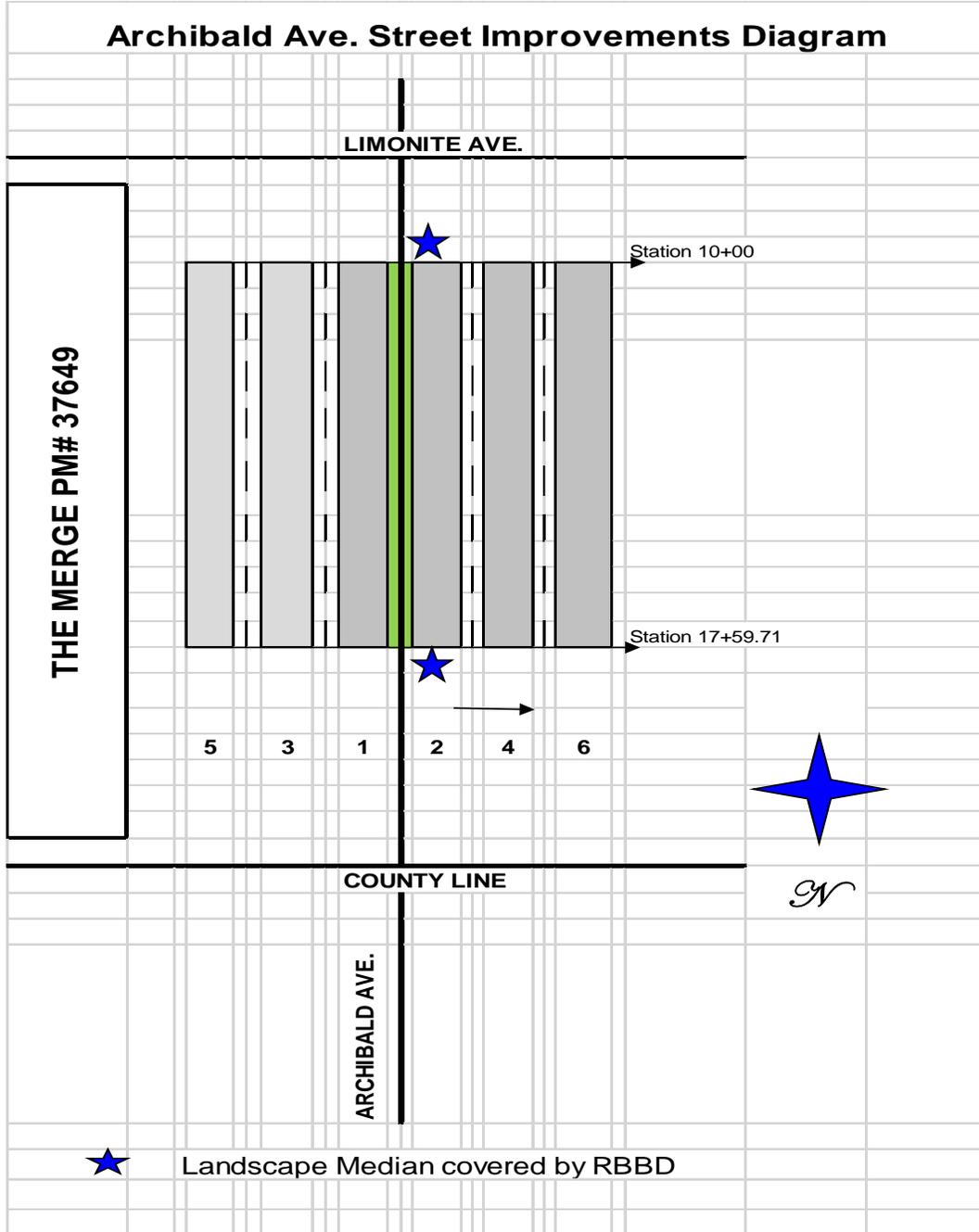


EXHIBIT C

IMPROVEMENT PLAN DIAGRAM



## EXHIBIT D

### I. REIMBURSEMENT:

The final settlement shall be based on the actual allowable cost of design, engineering, and construction costs for the completion and acceptance of the Improvements described in this Agreement and shall not exceed the maximum obligation of the CITY herein. The Mira Loma Road and Bridge Benefit District will not provide reimbursement for:

- Tapers that will not be part of ultimate improvements;
- Frontage improvements including but not limited to curb, gutter, and sidewalks; and
- Right-of-Way Costs.

### II. MAXIMUM REIMBURSEMENT:

Eligible Reimbursement for Limonite Avenue and Archibald Avenue:

Limonite Ave. - Landscape Median (1,315 LF)	<u>\$ 101,255</u>
Archibald Ave. - Landscape Median (760 LF)	<u>\$ 56,240</u>

**Maximum Eligible Reimbursement: \$ 157,495**

### III. DOCUMENTATION TO BE PROVIDED BY DEVELOPER:

Developer shall provide the following documents to City:

1. Plans, specifications and Developer's Civil Engineer's cost estimate;
2. List of bidders from whom bids were requested;
3. Construction schedules and progress reports;
4. Contracts, insurance certificates and change orders with each contractor or vendor;
5. Invoices received from all vendors;
6. Canceled checks from payments made to contractors and vendors (copy both front and back of canceled checks);
7. Spreadsheet showing total costs incurred in and related to the construction of each Improvement and the check number for each item of cost and invoice;
8. Final lien releases form each contractor and vendor;
9. Copy of recorded Notice of Completion; and
10. Such further documentation as may be reasonably required by City to evidence the completion of construction and the payment of each item of cost and invoice.

**EXHIBIT E**  
**REIMBURSEMENT/CREDIT AUTHORIZATION REQUEST**

CONTRACT NO./PROJECT TITLE: \_\_\_\_\_

\_\_\_\_\_  
(Firm Name - Principal)

\_\_\_\_\_  
(Business Address)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Agreement Not to Exceed Amount: \$ \_\_\_\_\_

Previously Authorized Amounts: Reimbursements: \$ \_\_\_\_\_ Credits: \$ \_\_\_\_\_

Amount of Request: Reimbursements: \$ \_\_\_\_\_ Credits: \$ \_\_\_\_\_

Required Attachments:

Invoice with Remit to Address

Supporting Documentation Showing Payments For Reimbursable Items

For Reimbursements Check One:

\_\_\_\_ W-9 Form (with first request)

\_\_\_\_ Vendor Registration Completed Online ([www.co.riverside.ca.us/pucrindex.asp](http://www.co.riverside.ca.us/pucrindex.asp))

\_\_\_\_ Vendor Registration Completed With Previous Reimbursement Request

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**FOR CITY/COUNTY USE ONLY:**

Description of Any Requested Reimbursement/Credit Amounts That Are Denied Or Withheld:

\_\_\_\_\_ DENIED \$ \_\_\_\_\_

\_\_\_\_\_ WITHHELD \$ \_\_\_\_\_

Authorized Amounts: Reimbursements: \$ \_\_\_\_\_ Credits: \$ \_\_\_\_\_

Amount of Prorated Credit to be Applied with each Fee Payment: \$ \_\_\_\_\_ / \_\_\_\_\_ (DU or Acre)

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Work Order: \_\_\_\_\_ Task Code: \_\_\_\_\_

**EXHIBIT F**

**FORMS FOR SECURITY**

[ATTACHED BEHIND THIS PAGE]

For Use Between Public Agency and Developer  
"Master Agreement"

**IMPROVEMENT AND CREDIT / REIMBURSEMENT AGREEMENT  
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM**

This **IMPROVEMENT AND CREDIT AGREEMENT** ("Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, (the "Effective Date") by and between the City of Eastvale, a California municipal corporation ("AGENCY"), and THE MERGE COMPANY I, LLC., a California corporation, with its principal place of business at 280 Newport Center Dr Suite #240, Newport Beach, CA 92660 ("Developer"). AGENCY and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

**RECITALS**

**WHEREAS**, Developer owns 26.27 acres of real property located within the City of Eastvale, California, which is more specifically described in the legal description set forth in Exhibit "A", attached hereto and incorporated herein by this reference ("Property");

**WHEREAS**, Developer has requested from AGENCY-certain entitlements and/or permits for the construction of improvements on the Property, which are more particularly described as six (6) retail buildings totaling approximately 75,982 square feet, and six (6) industrial buildings totaling approximately 332,700 square feet located at the northeast corner of Limonite Avenue and Archibald Avenue ("Project");

**WHEREAS**, the AGENCY is a member agency of the Western Riverside Council of Governments ("WRCOG"), a joint powers agency comprised of the County of Riverside and 18 cities located in Western Riverside County. WRCOG is the administrator for the Transportation Uniform Mitigation Fee ("TUMF") Program;

**WHEREAS**, as part of the TUMF Program, the AGENCY has adopted "Transportation Uniform Mitigation Fee Nexus Study: 2016 Update" ("2016 Nexus Study")

**WHEREAS**, as a condition to AGENCY's approval of the Project, AGENCY has required Developer to construct certain street and transportation system improvement(s) of regional importance ("TUMF Improvements");

**WHEREAS**, pursuant to the TUMF Program, the AGENCY requires Developer to pay the TUMF which covers the Developer's fair share of the costs to deliver those TUMF Improvements that help mitigate the Project's traffic impacts and burdens on the Regional System of Highways and Arterials (also known as the "TUMF Network"), generated by the Project and that are necessary to protect the safety, health and welfare of persons that travel to and from the Project using the TUMF Network;

**WHEREAS**, the TUMF Improvements have been designated as having Regional or Zonal Significance as further described in the 2016 Nexus Study and the 5 year Transportation Improvement Program as may be amended;

**WHEREAS**, AGENCY and Developer now desire to enter into this Agreement for the following purposes: (1) to provide for the timely delivery of the TUMF Improvements, (2) to

ensure that delivery of the TUMF Improvements is undertaken as if the TUMF Improvements were constructed under the direction and authority of the AGENCY, (3) to provide a means by which the Developer's costs for project delivery of the TUMF Improvements and related rights-of-way is offset against Developer's obligation to pay the applicable TUMF for the Project in accordance with the TUMF Administrative Plan adopted by WRCOG, and (4) to provide a means, subject to the separate approval of WRCOG, for Developer to be reimbursed to the extent the actual and authorized costs for the delivery of the TUMF Improvements exceeds Developer's TUMF obligation.

**NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer and AGENCY hereby agree as follows:**

## **TERMS**

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Construction of TUMF Improvements. Developer shall construct or have constructed at its own cost, expense, and liability certain street and transportation system improvements generally described as full public roadway improvements at Archibald Avenue from the northern project boundary to Limonite Avenue at its ultimate half-section width as a six-lane urban arterial highway, and as shown more specifically on the plans, profiles, and specifications which have been or will be prepared by or on behalf of Developer and approved by AGENCY, and which are incorporated herein by this reference ("TUMF Improvements"). Construction of the TUMF Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any existing public or private improvement in conflict with the construction or installation of the TUMF Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of AGENCY and the owner of such improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary to fully and adequately complete the TUMF Improvements.

2.1 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any portion of the TUMF Improvements until all plans and specifications for the TUMF Improvements have been submitted to and approved by AGENCY. Approval by AGENCY shall not relieve Developer from ensuring that all TUMF Improvements conform with all other requirements and standards set forth in this Agreement.

2.2 Permits and Notices. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the TUMF Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.

2.3 Public Works Requirements. In order to ensure that the TUMF Improvements will be constructed as if they had been constructed under the direction and supervision, or under the authority of, AGENCY, Developer shall comply with all the following requirements with respect to the construction of the TUMF Improvements:

(a) Developer shall obtain bids for the construction of the TUMF Improvements, in conformance with the standard procedures and requirements of AGENCY with respect to its public works projects, or in a manner which is approved by the Public Works Department.

(b) The contract or contracts for the construction of the TUMF Improvements shall be awarded to the responsible bidder(s) submitting the lowest responsive bid(s) for the construction of the TUMF Improvements.

(c) Developer shall require, and the specifications and bid and contract documents shall require, all such contractors to pay prevailing wages (in accordance with Articles 1 and 2 of Chapter 1, Part 7, Division 2 of the Labor Code) and to otherwise comply with applicable provisions of the Labor Code, the Government Code and the Public Contract Code relating to public works projects of cities/counties and as required by the procedures and standards of AGENCY with respect to the construction of its public works projects or as otherwise directed by the Public Works Department.

(d) All such contractors shall be required to provide proof of insurance coverage throughout the term of the construction of the TUMF Improvements which they will construct in conformance with AGENCY's standard procedures and requirements.

(e) Developer and all such contractors shall comply with such other requirements relating to the construction of the TUMF Improvements which AGENCY may impose by written notification delivered to Developer and each such contractor at any time, either prior to the receipt of bids by Developer for the construction of the TUMF Improvements, or, to the extent required as a result of changes in applicable laws, during the progress of construction thereof.

Developer shall provide proof to AGENCY, at such intervals and in such form as AGENCY may require that the foregoing requirements have been satisfied as to the TUMF Improvements.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the TUMF Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The TUMF Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with AGENCY, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required, constructing the TUMF Improvements in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its

contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to TUMF Improvements. All work shall be done and the TUMF Improvements completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation it is determined that the public interest requires alterations in the TUMF Improvements, Developer shall undertake such design and construction changes as may be reasonably required by AGENCY. Any and all alterations in the plans and specifications and the TUMF Improvements to be completed may be accomplished without first giving prior notice thereof to Developer's surety for this Agreement.

3.0 Maintenance of TUMF Improvements. AGENCY shall not be responsible or liable for the maintenance or care of the TUMF Improvements until AGENCY approves and accepts them. AGENCY shall exercise no control over the TUMF Improvements until accepted. Any use by any person of the TUMF Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to AGENCY's acceptance of the TUMF Improvements. Developer shall maintain all of the TUMF Improvements in a state of good repair until they are completed by Developer and approved and accepted by AGENCY, and until the security for the performance of this Agreement is released. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by AGENCY. If Developer fails to properly prosecute its maintenance obligation under this section, AGENCY may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. AGENCY shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the TUMF Improvements or their condition prior to acceptance.

4.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of the construction of the TUMF Improvements, including, but not limited to, all plan check, design review, engineering, inspection, sewer treatment connection fees, and other service or impact fees established by AGENCY.

5.0 AGENCY Inspection of TUMF Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the TUMF Improvements, maintain reasonable and safe facilities and provide safe access for inspection by AGENCY of the TUMF Improvements and areas where construction of the TUMF Improvements is occurring or will occur.

6.0 Liens. Upon the expiration of the time for the recording of claims of liens as prescribed by Sections 8412 and 8414 of the Civil Code with respect to the TUMF Improvements, Developer shall provide to AGENCY such evidence or proof as AGENCY shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment to the construction of the TUMF Improvements, have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation. Rather than await the

expiration of the said time for the recording of claims of liens, Developer may elect to provide to AGENCY a title insurance policy or other security acceptable to AGENCY guaranteeing that no such claims of liens will be recorded or become a lien upon any of the Property.

7.0 Acceptance of TUMF Improvements; As-Built or Record Drawings. If the TUMF Improvements are properly completed by Developer and approved by AGENCY, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, AGENCY shall be authorized to accept the TUMF Improvements. AGENCY may, in its sole and absolute discretion, accept fully completed portions of the TUMF Improvements prior to such time as all of the TUMF Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the TUMF Improvements. Upon the total or partial acceptance of the TUMF Improvements by AGENCY, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted TUMF Improvements in accordance with California Civil Code sections 8182, 8184, 9204, and 9208 ("Notice of Completion"), at which time the accepted TUMF Improvements shall become the sole and exclusive property of AGENCY without any payment therefore. Notwithstanding the foregoing, AGENCY may not accept any TUMF Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the AGENCY for all such TUMF Improvements. The drawings shall be certified and shall reflect the condition of the TUMF Improvements as constructed, with all changes incorporated therein.

8.0 Warranty and Guarantee. Developer hereby warrants and guarantees all the TUMF Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of the TUMF Improvements, for a period of one (1) year following completion of the work and acceptance by AGENCY ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the TUMF Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of AGENCY, and to the approval of AGENCY. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any TUMF Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following AGENCY's acceptance of the repaired, replaced, or reconstructed TUMF Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any TUMF Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

9.0 Administrative Costs. If Developer fails to construct and install all or any part of the TUMF Improvements, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to AGENCY for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

## 10.0 Default; Notice; Remedies.

10.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if AGENCY determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, AGENCY may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation (“Notice”). Developer shall substantially commence the work required to remedy the default or violation within five (5) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, AGENCY may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon AGENCY’s issuance of the Notice, Developer and its surety shall be liable to AGENCY for all costs of construction and installation of the TUMF Improvements and all other administrative costs or expenses as provided for in this Section 10.0 of this Agreement.

10.2 Failure to Remedy; AGENCY Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to AGENCY within the time frame contained in the Notice, AGENCY may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. AGENCY’s right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any of the TUMF Improvements at the time of AGENCY’s demand for performance. In the event AGENCY elects to complete or arrange for completion of the remaining work and the TUMF Improvements, AGENCY may require all work by Developer or its surety to cease in order to allow adequate coordination by AGENCY.

10.3 Other Remedies. No action by AGENCY pursuant to this Section 10.0 et seq. of this Agreement shall prohibit AGENCY from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. AGENCY may exercise its rights and remedies independently or cumulatively, and AGENCY may pursue inconsistent remedies. AGENCY may institute an action for damages, injunctive relief, or specific performance.

11.0 Security; Surety Bonds. Prior to the commencement of any work on the TUMF Improvements, Developer or its contractor shall provide AGENCY with surety bonds in the amounts and under the terms set forth below (“Security”). The amount of the Security shall be based on the estimated actual costs to construct the TUMF Improvements, as determined by AGENCY after Developer has awarded a contract for construction of the TUMF Improvements to the lowest responsive and responsible bidder in accordance with this Agreement (“Estimated Costs”). If AGENCY determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer or its contractor shall adjust the Security in the amount requested by AGENCY. Developer’s compliance with this Section 11.0 et seq. of this Agreement shall in no way limit or modify Developer’s indemnification obligation provided in Section 12.0 of this Agreement.

11.1 Performance Bond. To guarantee the faithful performance of the TUMF Improvements and all the provisions of this Agreement, to protect AGENCY if Developer is in default as set forth in Section 10.0 et seq. of this Agreement, and to secure the one-year guarantee and warranty of the TUMF Improvements, Developer or its contractor shall provide AGENCY a faithful performance bond in an amount which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The AGENCY may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the TUMF Improvements are accepted by AGENCY, provided that Developer is not in default on any provision of this Agreement and the total remaining security is not less than \_\_\_\_\_ (\_\_\_%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 11.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement.

11.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, materialmen, and other persons furnishing labor, materials, or equipment for performance of the TUMF Improvements and this Agreement, Developer or its contractor shall provide AGENCY a labor and materials bond in an amount which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this section may be released by written authorization of AGENCY after six (6) months from the date AGENCY accepts the TUMF Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which AGENCY is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of AGENCY's anticipated administrative and legal expenses arising out of such claims.

11.3 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best rating of at least "A" and FSC-VIII, shall be licensed to do business in California, and shall be satisfactory to AGENCY. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer, its contractor or the surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by AGENCY in enforcing the obligations of this Agreement. Developer, its contractor and the surety shall stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the TUMF Improvements, or the plans and specifications for the TUMF Improvements shall in any way affect its obligation on the Security.

11.4 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "B", unless other forms are deemed acceptable by the AGENCY, and when such forms are completed to the satisfaction of AGENCY, the forms and evidence of the Security shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

12.0 Indemnification. Developer shall defend, indemnify, and hold harmless AGENCY, the Western Riverside Council of Governments (WRCOG), their elected officials, board members, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental

agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its employees, contractors, or agents in connection with the performance of this Agreement, or arising out of or in any way related to or caused by the TUMF Improvements or their condition prior to AGENCY's approval and acceptance of the TUMF Improvements ("Claims"). This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys fees, and related costs or expenses, and the reimbursement of AGENCY, WRCOG, their elected officials, board members, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any Claim which is caused solely and exclusively by the negligence or willful misconduct of AGENCY as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by AGENCY, WRCOG, their elected officials, board members, employees, or agents.

### 13.0 Insurance.

13.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during performance of this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

13.1.1 General Liability. Occurrence form general liability insurance at least as broad as Insurance Services Office Form CG 00 01, or equivalent form, with an occurrence limit of Two Million Dollars (\$2,000,000) and aggregate limit of Four Million Dollars (\$4,000,000) for bodily injury, personal injury, and property damage.

13.1.2 Business Automobile Liability. Business automobile liability insurance at least as broad as Insurance Services Office Form CA 00 01 (coverage symbol 1 – any auto), or equivalent form, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any auto owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

13.1.3 Workers' Compensation. Workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, at all times during which insured retains employees.

13.1.4 Professional Liability. For any consultant or other professional who will engineer or design the TUMF Improvements, liability insurance for errors and omissions with limits not less than Two Million Dollars (\$2,000,000) per occurrence, shall be procured and maintained for a period of five (5) years following completion of the TUMF Improvements. Such insurance shall be endorsed to include contractual liability.

13.2 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by AGENCY. At the option of AGENCY, either: (a) the insurer shall reduce or

eliminate such deductibles or self-insured retentions as respects AGENCY, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to AGENCY guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

13.3 Additional Insured; Separation of Insureds. The Required Insurance, except for the professional liability and workers' compensation insurance, shall name AGENCY, WRCOG, their elected officials, board members, officers, employees, and agents as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including any materials, parts, or equipment furnished in connection therewith. For Required Insurance provided by Developer's contractors, WRCOG shall be added as an additional insured using ISO CG 2038 or an exact equivalent. The Required Insurance shall contain standard separation of insureds provisions and shall contain no special limitations on the scope of its protection to AGENCY, WRCOG, their elected officials, board members, officers, employees, or agents.

13.4 Primary Insurance; Waiver of Subrogation. The Required Insurance, except for the professional liability and workers' compensation insurance shall be primary with respect to any insurance or self-insurance programs covering AGENCY, WRCOG, their elected officials, board members, officers, employees, or agents. The Required Insurance, except for the professional liability insurance, shall provide that the insurance company waives all right of recovery by way of subrogation against AGENCY and WRCOG in connection with any damage or harm covered by such policy.

13.5 Certificates; Verification. Developer and its contractors shall furnish AGENCY with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by AGENCY before work pursuant to this Agreement can begin. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

13.6 Term; Cancellation Notice. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on thirty (30) days' prior written notice to AGENCY. If such notice of cancellation endorsements are unavailable, Developer shall provide such thirty (30) days' written notice of cancellation.

13.7 Insurer Rating. Unless approved in writing by AGENCY, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least "A" and FSC-VIII.

#### 14.0 TUMF Credit.

14.1 Developer's TUMF Obligation. Developer hereby agrees and accepts that as of the date of this Agreement, the amount Developer is obligated to pay to AGENCY pursuant to County Ordinance No. 824 as part of the TUMF Program is **ONE MILLION ONE HUNDRED FIFTY EIGHT THOUSAND SEVN HUNDRED FORTY FOUR DOLLARS** (\$1,158,744) ("TUMF Obligation"). This TUMF Obligation shall be initially determined under the TUMF fee schedule in effect for the AGENCY at the time the Developer submits a building permit application for the TUMF Improvement. Notwithstanding, this TUMF Obligation does not have to be paid until the Certificate of Occupancy is obtained.

14.2 Fee Adjustments. Notwithstanding the foregoing, Developer agrees that this Agreement shall not estop AGENCY from adjusting the TUMF in accordance with the provisions of County Ordinance No. 824, and Chapter 4.72 of the City of Eastvale Municipal Code.

14.3 Credit Offset Against TUMF Obligation. Pursuant to County Ordinance No. 824 and Chapter 4.72 of the City of Eastvale Municipal Code, and in consideration for Developer's obligation under this Agreement for the delivery of TUMF Improvements, credit shall be applied by AGENCY to offset the TUMF Obligation ("Credit") subject to adjustment and reconciliation under Section 14.5 of this agreement. Developer hereby agrees that the amount of the Credit shall be applied after Developer has initiated the process of project delivery of TUMF Improvements to the lowest responsible bidder in accordance with this Agreement. Developer further agrees that the dollar amount of the Credit shall be equal to the lesser of: (A) the bid amount set forth in the contract awarded to the lowest responsible bidder, or (B) the unit cost assumptions for the TUMF Improvement in effect at the time of the contract award, as such assumptions are identified and determined in the most recent TUMF Nexus Study and the TUMF Administrative Plan adopted by WRCOG ("Unit Cost Assumptions").

The bid amount and the Unit Cost Assumptions shall hereafter be collectively referred to as "Estimated Credit". At no time will the Credit exceed the Developer's TUMF Obligation. If the dollar amount of the Estimated Credit exceeds the dollar amount of the TUMF Obligation, Developer will be deemed to have completely satisfied its TUMF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.6 of this Agreement. If the dollar amount of the Estimated Credit is less than the dollar amount of the TUMF Obligation, the Developer agrees the Credit shall be applied to offset the TUMF Obligation as follows:

(i) For residential units in the Project, the Credit shall be applied to all residential units to offset and/or satisfy the TUMF Obligation. The residential units for which the TUMF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to each unit, shall be identified in the notice provided to the Developer by AGENCY pursuant to this section.

(ii) For commercial and industrial structures in the Project, the Credit shall be applied to all commercial and industrial development to offset and/or satisfy the TUMF Obligation. The commercial or industrial structure(s) for which the TUMF Obligation

has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to such structure(s), shall be identified in the notice provided to the Developer by AGENCY pursuant to this section.

AGENCY shall provide Developer written notice of the determinations that AGENCY makes pursuant to this section, including how the Credit is applied to offset the TUMF Obligation as described above. County's initial determinations pursuant to this section are set forth in the attached Exhibit "G".

14.4 Verified Cost of the TUMF Improvements. Upon recordation of the Notice of Completion for the TUMF Improvements and acceptance of the TUMF Improvements by AGENCY, Developer shall submit to the AGENCY Public Works Director the information set forth in the attached Exhibit "C". The AGENCY Public Works Director, or his or her designee, shall use the information provided by Developer to calculate the total actual costs incurred by Developer in delivering the TUMF Improvements covered under this Agreement ("Verified Costs"). The AGENCY Public Works Director will use his or her best efforts to determine the amount of the Verified Costs and provide Developer written notice thereof within thirty (30) calendar days of receipt of all the required information from Developer.

14.5 Reconciliation; Final Credit Offset Against TUMF Obligation. The Developer is aware of and accepts the fact that Credits are speculative and conceptual in nature. The actual amount of Credit that shall be applied by AGENCY to offset the TUMF Obligation shall be equal to the lesser of: (A) the Verified Costs or (B) Unit Cost Assumptions for the TUMF Improvements as determined in accordance with Section 14.3 of this Agreement ("Actual Credit"). No Actual Credit will be awarded until the Verified Costs are determined through the reconciliation process. Please be advised that while a Developer may use an engineer's estimates in order to estimate Credits for project planning purposes, the Actual Credit awarded will only be determined by the reconciliation process.

(a) TUMF Balance. If the dollar amount of the Actual Credit is less than the dollar amount of the TUMF Obligation, the AGENCY Public Works Director shall provide written notice to Developer of the amount of the difference owed ("TUMF Balance") and Developer shall pay the TUMF Balance in accordance with County Ordinance No. 824 and Chapter 4.72 of the City of Eastvale Municipal Code to fully satisfy the TUMF Obligation (see Exhibit "F" - Example "A").

(b) TUMF Reimbursement. If the dollar amount of the Actual Credit exceeds the TUMF Obligation, Developer will be deemed to have fully satisfied the TUMF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.6 of this Agreement. AGENCY shall provide Developer written notice of the determinations that AGENCY makes pursuant to this section (see Exhibit "F" - Example "B").

(c) TUMF Overpayment. If the dollar amount of the Actual Credit exceeds the Estimated Credit, but is less than the TUMF Obligation, but the Actual Credit plus additional monies collected by AGENCY from Developer for the TUMF Obligation exceed the TUMF Obligation ("TUMF Overpayment"), Developer will be deemed to have fully satisfied the

TUMF Obligation for the Project and may be entitled to a refund. The AGENCY's Public Works Director shall provide written notice to WRCOG and the Developer of the amount of the TUMF Overpayment and AGENCY shall direct WRCOG to refund the Developer in accordance with (insert appropriate reference for city or county) (see Exhibit "F" - Example C).

14.6 Reimbursement Agreement. If authorized under either Section 14.3 or Section 14.5 Developer may apply to AGENCY and WRCOG for a reimbursement agreement for the amount by which the Actual Credit exceeds the TUMF Obligation, as determined pursuant to Section 14.3 of this Agreement, County Ordinance 824, Chapter 4.72 of the City of Eastvale Municipal Code, and the TUMF Administrative Plan adopted by WRCOG ("Reimbursement Agreement"). If AGENCY and WRCOG agree to a Reimbursement Agreement with Developer, the Reimbursement Agreement shall be executed on the form set forth in Exhibit "D," and shall contain the terms and conditions set forth therein. The Parties agree that the Reimbursement Agreement shall be subject to all terms and conditions of this Agreement, and that upon execution, an executed copy of the Reimbursement Agreement shall be attached hereto and shall be incorporated herein as a material part of this Agreement as though fully set forth herein.

#### 15.0 Miscellaneous.

15.1 Assignment. Developer may, as set forth herein, assign all or a portion of its rights pursuant to this Agreement to a purchaser of a portion or portions of the Property ("Assignment"). Developer and such purchaser and assignee ("Assignee") shall provide to AGENCY such reasonable proof as it may require that Assignee is the purchaser of such portions of the Property. Any assignment pursuant to this Section shall not be effective unless and until Developer and Assignee have executed an assignment agreement with AGENCY in a form reasonably acceptable to AGENCY, whereby Developer and Assignee agree, except as may be otherwise specifically provided therein, to the following: (1) that Assignee shall receive all or a portion of Developer's rights pursuant to this Agreement, including such credit as is determined to be applicable to the portion of the Property purchased by Assignee pursuant to Section 14.0 et seq. of this Agreement, and (2) that Assignee shall be bound by all applicable provisions of this Agreement.

15.2 Relationship Between the Parties. The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between or among AGENCY, WRCOG and Developer. Developer's contractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of AGENCY. This Agreement shall be interpreted and administered in a manner consistent with the TUMF Administrative Plan in effect at the time this Agreement is executed.

15.3 Warranty as to Property Ownership; Authority to Enter Agreement. Developer hereby warrants that it owns fee title to the Property and that it has the legal capacity to enter into this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

15.4 Prohibited Interests. Developer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Developer, to solicit or

secure this Agreement. Developer also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Developer, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon the making of this Agreement. For breach of this warranty, AGENCY shall have the right to rescind this Agreement without liability.

15.5 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To AGENCY: City of Eastvale  
Public Works  
12363 Limonite Avenue, Ste. 910  
Eastvale, CA 91752  
Attn: Craig Bradshaw  
City Engineer  
Phone No: 951.703.4472

To Developer: The Merge Company I, LLC.  
c/o Orbis Real Estate Partners  
280 Newport Center Drive, Ste. 240  
Newport Beach, CA 92660  
Attn: Grant Ross  
Developer Representative  
Phone No: 949.330.7562

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

15.6 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

15.7 Construction; References; Captions. It being agreed the Parties, or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and contractors of Developer, except as otherwise specified in this Agreement. All references to AGENCY include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

15.8 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

15.9 Termination. This Agreement shall terminate 10 years after the Effective Date, unless extended in writing by the Parties. In addition, this Agreement shall terminate 5 years after the Effective Date in the event that the TUMF Improvements as specified in the Credit Agreement is not commenced within 5 years of the Effective Date.

15.9.1 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

15.9.2 Binding Effect. Each and all the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

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

15.9.4 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

15.9.5 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

15.9.6 Time is of the Essence. Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with due diligence to complete all covenants and conditions.

15.9.7 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

15.9.8 Entire Agreement. This Agreement contains the entire agreement between AGENCY and Developer and supersedes any prior oral or written statements or agreements between AGENCY and Developer.

**[SIGNATURES OF PARTIES ON NEXT PAGE]**

**IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.**

DEVELOPER:  
The Merge Company I, LLC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Its: \_\_\_\_\_

City of Eastvale:

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

**[ATTACH BEHIND THIS PAGE]**

**EXHIBIT "B"**

**FORMS FOR SECURITY**

**[ATTACHED BEHIND THIS PAGE]**

BOND NO. \_\_\_\_\_  
INITIAL PREMIUM: \_\_\_\_\_  
SUBJECT TO RENEWAL

**PERFORMANCE BOND**

WHEREAS, the [INSERT "City" OR "County"] of \_\_\_\_\_ ("AGENCY") has executed an agreement with \_\_\_\_\_ (hereinafter "Developer"), requiring Developer to perform certain work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of street and transportation system improvements (hereinafter the "Work");

WHEREAS, the Work to be performed by Developer is more particularly set forth in that certain TUMF Improvement and Credit/Reimbursement Agreement dated \_\_\_\_\_, (hereinafter the "Agreement"); and

WHEREAS, the Agreement is hereby referred to and incorporated herein by this reference; and

WHEREAS, Developer or its contractor is required by the Agreement to provide a good and sufficient bond for performance of the Agreement, and to guarantee and warranty the Work constructed thereunder.

NOW, THEREFORE, we the undersigned, \_\_\_\_\_, as Principal and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the AGENCY in the sum of \_\_\_\_\_ (\$\_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total cost of the Work as set forth in the Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Developer and its contractors, or their heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless AGENCY, its officers, employees, and agents, as stipulated in the Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by AGENCY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Agreement or to the Work to be

performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work.

IN WITNESS WHEREOF, we have hereto set our hands and seals this \_\_\_\_ day on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-in-Fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE §1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_  
Date Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title of Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____	Signer's Name: _____
_____ " Corporate Officer – Title(s): _____	_____ " Corporate Officer – Title(s): _____
" Partner - " Limited" General	" Partner - " Limited" General
" Individual " Attorney in Fact	" Individual " Attorney in Fact
" Trustee " Guardian or Conservator	" Trustee " Guardian or Conservator
"Other: _____	"Other: _____
Signer is Representing: _____	Signer is Representing: _____

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the corporation named as principal in the attached bond, that \_\_\_\_\_ who signed the said bond on behalf of the principal was then \_\_\_\_\_ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

(Corporate Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

NOTE: A copy of the power of attorney to local representatives of the bonding company may be attached hereto.

BOND NO. \_\_\_\_\_  
INITIAL PREMIUM: \_\_\_\_\_  
SUBJECT TO RENEWAL

**LABOR & MATERIAL BOND**

WHEREAS, the [INSERT "City" OR "County"] of \_\_\_\_\_ ("AGENCY") has executed an agreement with \_\_\_\_\_ (hereinafter "Developer"), requiring Developer to perform certain work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of street and transportation system improvements (hereinafter "Work");

WHEREAS, the Work to be performed by Developer is more particularly set forth in that certain Improvement and Credit / Reimbursement Agreement dated \_\_\_\_\_, (hereinafter the "Agreement"); and

WHEREAS, Developer or its contractor is required to furnish a bond in connection with the Agreement providing that if Developer or any of his or its contractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the provisions of 3248 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, we the undersigned, \_\_\_\_\_, as Principal and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the AGENCY and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the said Work, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said Work to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid, the sum of \_\_\_\_\_ (\$\_\_\_\_\_), said sum being not less than 100% of the total amount payable by Developer under the terms of the Agreement, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Developer or its contractors, or their heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Work contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his

subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements and other consequential damages. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to make claims under Sections 8024, 8400, 8402, 8404, 8430, 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the Agreement or to the Work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work.

IN WITNESS WHEREOF, we have hereto set our hands and seals this \_\_\_\_ day on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-in-Fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE §1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_  
Date Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title of Type of Document: \_\_\_\_\_ Document Date: \_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____	Signer's Name: _____
_____ " Corporate Officer – Title(s): _____	_____ " Corporate Officer – Title(s): _____
" Partner - " Limited" General	" Partner - " Limited" General
" Individual " Attorney in Fact	" Individual " Attorney in Fact
" Trustee " Guardian or Conservator	" Trustee " Guardian or Conservator
"Other: _____	"Other: _____
Signer is Representing: _____	Signer is Representing: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the corporation named as principal in the attached bond, that \_\_\_\_\_ who signed the said bond on behalf of the principal was then \_\_\_\_\_ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

(Corporate Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

NOTE: A copy of the power of attorney to local representatives of the bonding company may be attached hereto.

## **EXHIBIT “C”**

### **DOCUMENTATION TO BE PROVIDED TO AGENCY BY DEVELOPER FOR DETERMINATION OF CONSTRUCTION COSTS**

To assist AGENCY in determining the Construction Costs for a completed TUMF Improvement, Developer shall provide the following documents to AGENCY:

1. Plans, specifications and Developer’s civil engineer’s cost estimate;
2. List of bidders from whom bids were requested;
3. Construction schedules and progress reports;
4. Contracts, insurance certificates and change orders with each contractor or vendor;
5. Invoices received from all vendors;
6. Canceled checks for payments made to contractors and vendors (copy both front and back of canceled checks);
7. Spreadsheet showing total costs incurred in and related to the construction of each TUMF Improvement and the check number for each item of cost and invoice;
8. Final lien releases from each contractor and vendor; and
9. Such further documentation as may be reasonably required by AGENCY to evidence the completion of construction and the payment of each item of cost and invoice.

**EXHIBIT “D”**

**REIMBURSEMENT AGREEMENT  
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM**

**THIS REIMBURSEMENT AGREEMENT** (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the [INSERT “City” OR “County”] of \_\_\_\_\_, [\*\*INSERT “a California municipal corporation” FOR CITY OR “a subdivision of the State of California” FOR COUNTY\*\*] (“AGENCY”), and \_\_\_\_\_, a California [\*\*INSERT TYPE OF ENTITY - corporation, partnership, sole proprietorship or other legal entity\*\*], with its principal place of business at [\*\*ENTER ADDRESS\*\*] (“Developer”). AGENCY and Developer are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

**RECITALS**

WHEREAS, AGENCY and Developer are parties to an agreement dated \_\_\_\_\_, 20\_\_\_, entitled “Improvement and Credit Agreement - Transportation Uniform Mitigation Fee Program” (hereinafter “Credit Agreement”);

WHEREAS, Sections 14.1 through 14.3 of the Credit Agreement provide that Developer is obligated to pay AGENCY the TUMF Obligation, as defined therein, but shall receive credit to offset the TUMF Obligation if Developer constructs and AGENCY accepts the TUMF Improvements in accordance with the Credit Agreement;

WHEREAS, Section 14.5 of the Credit Agreement provides that if the dollar amount of the credit to which Developer is entitled under the Credit Agreement exceeds the dollar amount of the TUMF Obligation, Developer may apply to AGENCY and WRCOG for a reimbursement agreement for the amount by which the credit exceeds the TUMF Obligation;

WHEREAS, Section 14.5 additionally provides that a reimbursement agreement executed pursuant to the Credit Agreement (i) shall be executed on the form attached to the Credit Agreement, (ii) shall contain the terms and conditions set forth therein, (iii) shall be subject to all terms and conditions of the Credit Agreement, and (iv) shall be attached upon execution to the Credit Agreement and incorporated therein as a material part of the Credit Agreement as though fully set forth therein; and

WHEREAS, AGENCY and WRCOG have consented to execute a reimbursement agreement with Developer pursuant to the Credit Agreement, (insert appropriate reference for city or county), and the TUMF Administrative Plan adopted by WRCOG.

**NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:**

## TERMS

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Effectiveness. This Agreement shall not be effective unless and until the Credit Agreement is effective and in full force in accordance with its terms.

3.0 Definitions. Terms not otherwise expressly defined in this Agreement, shall have the meaning and intent set forth in the Credit Agreement.

4.0 Amount of Reimbursement. Subject to the terms, conditions, and limitations set forth in this Agreement, the Parties hereby agree that Developer is entitled to receive the dollar amount by which the Actual Credit exceeds the dollar amount of the TUMF Obligation as determined pursuant to the Credit Agreement, (insert appropriate reference for city or county), and the TUMF Administrative Plan adopted by WRCOG (“Reimbursement”). The Reimbursement shall be subject to verification by WRCOG. AGENCY and Developer shall provide any and all documentation reasonably necessary for WRCOG to verify the amount of the Reimbursement. The Reimbursement shall be in an amount not exceeding [INSERT DOLLAR AMOUNT] (“Reimbursement Amount”). AGENCY shall be responsible for obtaining the Reimbursement Amount from WRCOG and transmitting the Reimbursement Amount to the Developer. In no event shall the dollar amount of the Reimbursement exceed the difference between the dollar amount of all credit applied to offset the TUMF Obligation pursuant to Section 14.3, 14.4, and 14.5 of the Credit Agreement, and one hundred (100%) of the approved unit awarded, as such assumptions are identified and determined in the Nexus Study and the TUMF Administrative Plan adopted by WRCOG.

5.0 Payment of Reimbursement; Funding Contingency. The payment of the Reimbursement Amount shall be subject to the following conditions:

5.1 Developer shall have no right to receive payment of the Reimbursement unless and until (i) the TUMF Improvements are completed and accepted by AGENCY in accordance with the Credit Agreement, (ii) the TUMF Improvements are scheduled for funding pursuant to the five-year Transportation Improvement Program adopted annually by WRCOG, (iii) WRCOG has funds available and appropriated for payment of the Reimbursement amount.

5.2 Developer shall not be entitled to any interest or other cost adjustment for any delay between the time when the dollar amount of the Reimbursement is determined and the time when payment of the Reimbursement is made to Developer by WRCOG through AGENCY.

6.0 Affirmation of Credit Agreement. AGENCY and Developer represent and warrant to each other that there have been no written or oral modifications or amendments of the Credit Agreement, except by this Agreement. AGENCY and Developer ratify and reaffirm each and every one of their respective rights and obligations arising under the Credit Agreement. AGENCY and Developer represent and warrant that the Credit Agreement is currently an effective, valid, and binding obligation.

7.0 Incorporation Into Credit Agreement. Upon execution of this Agreement, an executed original of this Agreement shall be attached as Exhibit “D” to the Credit Agreement and shall be incorporated therein as a material part of the Credit Agreement as though fully set forth therein.

8.0 Terms of Credit Agreement Controlling. Each Party hereby affirms that all provisions of the Credit Agreement are in full force and effect and shall govern the actions of the Parties under this Agreement as though fully set forth herein and made specifically applicable hereto, including without limitation, the following sections of the Credit Agreement: Sections 10.0 through 10.3, Section 12.0, Sections 13.0 through 13.7, Sections 14.0 through 14.6, and Sections 15.0 through 15.17.

**[SIGNATURES OF PARTIES ON NEXT PAGE]**

**IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.**

\_\_\_\_\_  
("Developer")

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Its: \_\_\_\_\_

[INSERT "City" OR "County") of \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Its: \_\_\_\_\_

## **EXHIBIT "E"**

### **TUMF CREDIT / REIMBURSEMENT ELIGIBILITY PROCESS**

1. Prior to the construction of any TUMF Improvement, Developer shall follow the steps listed below:

- (a) Prepare a separate bid package for the TUMF Improvements.
- (b) The plans, cost estimate, specifications and contract document shall require all contractors to pay prevailing wages and to comply with applicable provisions of the Labor Code, Government Code, and Public Contract Code relating to Public Works Projects.
- (c) Bids shall be obtained and processed in accordance with the formal public works bidding requirements of the AGENCY.
- (d) The contract(s) for the construction of TUMF Improvements shall be awarded to the lowest responsible bidder(s) for the construction of such facilities in accordance with the AGENCY's requirements and guidelines.
- (e) Contractor(s) shall be required to provide proof of insurance coverage throughout the duration of the construction.

2. Prior to the determination and application of any Credit pursuant to a TUMF Improvement and Credit Agreement executed between AGENCY and Developer ("Agreement"), Developer shall provide the AGENCY and WRCOG with the following:

- (a) Copies of all information listed under Item 1 above.
- (b) Surety Bond, Letter of Credit, or other form of security permitted under the Agreement and acceptable to the AGENCY and WRCOG, guaranteeing the construction of all applicable TUMF Improvements.

3. Prior to the AGENCY's acceptance of any completed TUMF Improvement, and in order to initiate the construction cost verification process, the Developer shall comply with the requirements as set forth in Sections 7, 14.2 and 14.3 of the Agreement, and the following conditions shall also be satisfied:

- (a) Developer shall have completed the construction of all TUMF Improvements in accordance with the approved Plans and Specifications.
- (b) Developer shall have satisfied the AGENCY's inspection punch list.
- (c) After final inspection and approval of the completed TUMF Improvements, the AGENCY shall have provided the Developer a final inspection release letter.

(d) AGENCY shall have filed a Notice of Completion with respect to the TUMF Improvements pursuant to Section 3093 of the Civil Code with the County Recorder's Office, and provided a copy of filed Notice of Completion to WRCOG.

(e) Developer shall have provided AGENCY a copy of the As-Built plans for the TUMF Improvements.

(f) Developer shall have provided AGENCY copies of all permits or agreements that may have been required by various resource/regulatory agencies for construction, operation and maintenance of any TUMF Improvements.

(g) Developer shall have submitted a documentation package to the AGENCY to determine the final cost of the TUMF Improvements, which shall include at a minimum, the following documents related to the TUMF Improvements:

(i) Plans, specifications, and Developer's Civil Engineer's cost estimates; or Engineer's Report showing the cost estimates.

(ii) Contracts/agreements, insurance certificates and change orders with each vendor or contractor.

(iii) Invoices from all vendors and service providers.

(iv) Copies of cancelled checks, front and back, for payments made to contractors, vendors and service providers.

(v) Final lien releases from each contractor and vendor (unconditional waiver and release).

(vi) Certified contract workers payroll for AGENCY verification of compliance with prevailing wages.

(vii) A total cost summary, in spreadsheet format (MS Excel is preferred) and on disk, showing a breakdown of the total costs incurred. The summary should include for each item claimed the check number, cost, invoice numbers, and name of payee.

EXHIBIT "G"

ESTIMATED FEE CREDIT

[ATTACHED BEHIND THIS PAGE]

## EXHIBIT "G"

### Estimated TUMF Credit / Reimbursement Summary

#### The Merge Company I, LLC.

#### The Merge

IP (TBD)

#### List of Eligible Streets/Facilities under the TUMF Network:

Limonite Ave. (Harrison to Archibald)  
Archibald Ave. (San Bernardino Co. to River)

#### TUMF Credit Cost Factors:

	\$	-
	\$	1,158,744
<b>TUMF Unit Cost Assumptions</b> (see next page for details)	\$	361,688
<b>Improvement Costs (Est. Amount)</b> (see below for details)	\$	2,331,603

#### Improvement Costs Breakdown

Street Improvement Construction Costs (Estimate)	\$	2,331,603
Right of Way Costs	\$	78,000
Planning, Engineering, Contingency	\$	94,000
<b>Improvement Costs Total</b>	\$	2,503,603

#### Estimated TUMF Credit:

Estimated Credit (Lesser of Obligation, Est. Amount, or Unit Cost Assumptions) \$ 361,688

#### **Estimated Credit to be applied**

**\$361,688**

#### TUMF Overpayment / Refund:

Estimated TUMF Obligation \$ 1,158,744

Estimated Credit amount + Paid TUMF amount \$ 361,688

**Estimated Refund** (Credit + Paid TUMF amount that exceeds Obligation amount)

**\$0**

#### TUMF Reimbursement:

Estimated TUMF Obligation \$ 1,158,744

Estimated Cost (Lesser of Est. Amount or Unit Cost Assumptions) \$ 361,688

**Estimated TUMF Reimbursement** (Cost exceeding Obligation amount)

**\$0**

Note: The amounts shown in this Exhibit are subject to cost validation and reconciliation

The Merge / IP (TBD)

ESTIMATED TUMF OBLIGATION CALCULATION

Paid TUMF	Fee per Unit	SF	Amount
Industrial	\$ 1.77	332,700	\$ -
Retail	\$ 7.50	75,982	\$ -
	Paid Subtotal	408,682	\$ -

Unpaid TUMF - Estimated Remaining Units	Fee per Unit	SF	Amount
Industrial	\$ 1.77	332,700	\$ 588,879
Retail	\$ 7.50	75,982	\$ 569,865
	Estimated Subtotal	408,682	\$ 1,158,744
	<b>Obligation Total</b>	<b>408,682</b>	<b>\$ 1,158,744</b>

TUMF UNIT COST ASSUMPTION CALCULATION (2016 Network Costs)

TUMF Network Road Segment applicable to Proposed Improvements		Cost Item	Amount
<b>Limonite (Harrison to Archibald)</b>			
Network Distance:	0.25 miles	Road Const	\$ 172,000
Existing Lanes:	4	ROW/Utilities	\$ 71,000
Increase in Lanes:	1	Planning (10%)	\$ 17,000
		Engring (25%)	\$ 43,000
		Conting (10%)	\$ 24,000
	Network Road Segment Cost Est		\$ 327,000
	Network Unit Cost per Lane mile		\$ 1,308,000
	Network Unit Cost per Lane foot		\$ 247.73

Road Improvement Cost Estimate (based on Network Unit Cost per Lane foot)				
Lane	Construction Limits (Sta. to Sta.)		Linear Feet	Amount
5	10+00.00	23+14.82	1,315	\$ 325,717
	<b>Road Subtotal</b>		<b>1,315</b>	<b>\$ 325,717</b>

TUMF Network Road Segment applicable to Proposed Improvements		Cost Item	Amount
<b>Archibald (San Bernardino to River)</b>			
Network Distance:	0.14 miles	Road Const	\$ 18,000
Existing Lanes:	2	ROW/Utilities	\$ 7,000
Increase in Lanes:	1	Planning (10%)	\$ 2,000
		Engring (25%)	\$ 5,000
		Conting (10%)	\$ 3,000
	Network Road Segment Cost Est		\$ 35,000
	Network Unit Cost per Lane mile		\$ 250,000
	Network Unit Cost per Lane foot		\$ 47.35

Road Improvement Cost Estimate (based on Network Unit Cost per Lane foot)				
Lane	Construction Limits (Sta. to Sta.)		Linear Feet	Amount
3	10+00.00	17+59.71	760	\$ 35,971
	<b>Road Subtotal</b>		<b>760</b>	<b>\$ 35,971</b>

<b>TOTAL TUMF UNIT COST ASSUMPTION FOR ELIGIBLE IMPROVEMENTS</b>	<b>\$ 361,688</b>
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## **AGENDA STAFF REPORT**

**City Council Meeting**

**Consent Calendar**

**Agenda Item No. 10.9**

**February 26, 2020**

## **Adopt Ordinance No. 2020-01 – Administrative Nuisance Abatement & Citation Ordinance Update (Second Reading)**

---

**Prepared By:** Erica Vega, City Attorney

### **Recommended Action(s)**

That the City Council adopt Ordinance 2020-01 – Administrative Nuisance Abatement & Citation Ordinance Update.

### **Summary**

The proposed ordinance contains a comprehensive update to the City’s administrative nuisance abatement procedures (Chapter 8.18) and the City’s administrative citation procedures (Chapter 8.17), as well as several non-substantive “clean up” revisions to the Code.

### **Background**

Chapter 1.16 of the Code contains administrative nuisance abatement procedures and administrative citation procedures for violations of “County land use ordinances.” Chapter 8.18 of the Code contains administrative procedures for the abatement of public nuisances and a list of conditions that are actionable as public nuisances.

Upon review of these provisions by the Community Enhancement and Safety (CES) Team and City Attorney, it was determined that an update to the City’s administrative nuisance abatement procedures and administrative citation procedures was desirable. The City Attorney and CES Team worked together on the drafting of the proposed ordinance. The proposed ordinance is a comprehensive overhaul of the administrative nuisance abatement and citations provisions of the Code, and makes the following improvements:

- Increases administrative citation fines for building and safety code violations as allowed by State law;

- Allows administrative citation fines to be imposed immediately (with no correction period) for certain violations related to the illegal cultivation of cannabis;
- Includes a hardship waiver procedure, as required by law;
- Significantly expands the list of conditions that constitute a public nuisance;
- Makes public nuisance abatement hearings as requested by the citee and before a hearing officer (vs. the current mandatory hearing before the Planning Commission);
- Includes provisions for ordering people to vacate a property that presents an immediately dangerous threat to life and safety; and
- Significantly expands the level of detail in the procedures to reduce gray areas.

In addition, the ordinance includes several “clean up” provisions, such as repealing holdover fees from the County Code that do not apply within Eastvale, changing position titles and changing agency names.

**Strategic Plan Action – Priority Level: 2 | Target #: 2 | Goal #: 1**

Target 2 (Public Safety), Goal 1: Enhance community quality of life.

**Fiscal Impact**

There is no fiscal impact associated with the adoption of this ordinance. Increased administrative citation fines for certain building and safety violations may result in a nominal increase in fine revenues.

**Prior City Council Action**

Not Applicable.

**Attachment(s)**

1. Ordinance No. 2020-01

**ORDINANCE NO. 2020-01**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, REPEALING CHAPTER 1.16 (ADMINISTRATIVE HEARINGS), ADDING A NEW CHAPTER 8.17 (ADMINISTRATIVE CITATIONS AND FINES), AMENDING CHAPTER 8.18 (ADMINISTRATIVE NUISANCE ABATEMENT), AND MAKING OTHER NONSUBSTANTIVE EDITS TO THE EASTVALE MUNICIPAL CODE**

**WHEREAS**, Chapter 1.16 of the Eastvale Municipal Code was originally contained in the Riverside County Code adopted by the City upon incorporation and contains administrative procedures for the enforcement of specifically enumerated County land use ordinances that are no longer in effect in the City and also contains the City's administrative citation procedure in Section 1.16.070; and

**WHEREAS**, Chapter 8.18 of the Eastvale Municipal Code was originally contained in the Riverside County Code adopted by the City upon incorporation and contains administrative procedures for code enforcement and public nuisance abatement; and

**WHEREAS**, the City desires to repeal Chapter 1.16 as it is largely obsolete, amend Chapter 8.18 to provide a more comprehensive and streamlined administrative nuisance abatement procedure, and relocate the City's administrative citation procedure to a new Chapter 8.17 so that all administrative enforcement procedures are located together; and

**WHEREAS**, the City also desires to make other non-substantive clean-up changes to the Code that have been identified, including changing position titles, changing reference from the County to the City, and repealing county drainage fees listed in the code that are not charged by the City.

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

**SECTION 1. REPEAL OF CHAPTER 1.16.** Chapter 1.16 (Administrative Hearings) of the Eastvale Municipal Code is hereby repealed in its entirety. The following cross-references to chapter 1.16 in the Code are amended as follows:

A. The reference to "chapter 1.16" in Section 130.72.050 is changed to "chapters 8.17 and 8.18."

B. The references to "section 1.16.070" in Sections 12.08.350, 110.32.090 and 110.32.140 are changed to "chapter 8.17."

C. The reference to "chapter 1.16" in Section 110.88.071 is changed to "chapter 8.17 or chapter 8.18."

**SECTION 2. AMENDMENT OF CHAPTER 8.18.** Chapter 8.18 (Administrative Nuisance Abatement) of the Eastvale Municipal Code is hereby amended in its entirety to read as shown in Exhibit B hereto.

**SECTION 3. AMENDMENT OF CHAPTER 10.04.** Chapter 10.04 (Abandoned Vehicles) is amended as follows:

A. Section 10.04.050 is amended to replace “director of code enforcement” with “city manager or his or her designee.”

B. Section 10.04.090, paragraph (a) is amended to replace “director of code enforcement or his designated subordinate” with “city manager or his or her designee.”

C. Section 10.04.140, paragraph (b) is amended to replace “district attorney or city counsel” with “city attorney.”

**SECTION 4. AMENDMENT OF CHAPTER 130.36.** Article 1 (Drainage Fees) of Chapter 130.36 (Flood Control and Drainage) is amended as follows:

A. Chapter 130.36 is amended to replace all references to the “county flood control and water conservation district” and “district” with “city.”

B. Section 130.36.080 is amended to delete the listed drainage fees. Section 130.36.080 shall read in its entirety as follows: “Area drainage plans shall be administered, and drainage fees shall be calculated in accordance with the rules and regulations for administration of area drainage plans adopted by resolution of the city council.”

**SECTION 5. SEVERABILITY.** If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall take effect thirty (30) days from its passage by the City Council.

**SECTION 7. PUBLICATION.** The City Clerk is authorized and directed to cause this Ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Section 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and posting procedure authorized under Government Code Section 36933(c).

**PASSED, APPROVED AND ORDAINED** this 26<sup>th</sup> day of February, 2020.

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Brandon Plott  
Mayor

APPROVED AS TO FORM:

ATTEST:

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Erica Vega  
City Attorney

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Marc A. Donohue, MMC  
City Clerk

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

I, Marc A. Donohue, City Clerk of the City of Eastvale, California, do hereby certify that the foregoing Ordinance No. 20-\_\_, was introduced at a regular meeting of the City Council of the City of Eastvale held on the 12<sup>th</sup> day of February, 2020, and was passed by the City Council of the City of Eastvale at a regular meeting held on the 26<sup>th</sup> day of February, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Marc A. Donohue, MMC  
City Clerk

## EXHIBIT "A"

### Sec. 8.17.010 - Findings and purpose.

The City Council of the City of Eastvale finds and declares as follows:

- (a) Enforcement of the Eastvale Municipal Code and adopted ordinances throughout the city is an important public service in order to protect the health, safety, and welfare of the public. Although it is always the goal of the city to obtain voluntary compliance with its laws, the city council recognizes that there will be instances where compliance must be compelled by administrative or judicial means when persons responsible for violations of this Code fail or refuse to voluntarily comply with applicable laws.
- (b) Government Code § 53069.4 authorizes local jurisdictions to enact legislation making a violation of any local ordinance subject to an administrative fine or penalty. The state legislature has also enacted other provisions of California law that allow local governments to impose administrative or civil fines/penalties for violations of specified provisions of state law. The city council intends, pursuant to this statute, to establish an administrative citation program that:
  1. Imposes a non-judicial administrative fine and/or penalty for offenses of the Eastvale Municipal Code (including, but not limited to, any other code adopted therein) and other state laws as authorized by statute;
  2. Encourages prompt abatement or correction of prohibited conditions, uses or activities in the city; and
  3. Creates deterrence against future violations of the city's laws.
- (c) The administrative citation remedy is not intended to replace any other remedy allowed by the Eastvale Municipal Code or state law. It is intended to provide an alternative and/or additional means by which the city's laws may be enforced.

### Sec. 8.17.020 - Definitions.

As used in this article, the following words are defined as follows:

*Administrative fine* and/or *administrative penalty* means the monetary penalty that is imposed upon a responsible person by means of a citation.

*Citation* means an administrative citation that is issued to a responsible person pursuant to this chapter.

*Citee* means a responsible person to whom a citation is issued.

*City* means the City of Eastvale, California.

*City manager* means the chief administrative official of the city as appointed by the city council.

*Code* includes:

- (i) The entire Eastvale Municipal Code and any other code, rule, or regulation incorporated therein by adoption or reference;
- (ii) Any uncodified ordinance adopted by the City Council of Eastvale;
- (iii) Any rule or regulation promulgated pursuant to the provisions of the Eastvale Municipal Code;
- (iv) Any condition of any permit, license, or other entitlement issued pursuant to this Code; and
- (v) Other state laws as authorized by statute.

*Enforcement officer* and *officer* mean any city employee with obligations to enforce the Eastvale Municipal Code, including, but not limited to, code enforcement personnel, building official or their designees.

*Hearing officer* includes a private entity, organization, association or person, or a public official, or duly constituted reviewing authority or commission that the city manager designates or appoints to consider all timely requests for an administrative hearing upon issuance of a citation.

*Owner* means and includes any person having legal title to any real property in the city, including all persons shown as owners on the last equalized assessment roll of the Riverside County Assessor's Office. Owners include persons with powers of attorney, executors of estates, trustees, or who are court-appointed administrators, conservators, guardians or receivers. An owner of personal property shall be any person who has legal title, charge, control, responsibility for, or possession of such property.

*Person* means and includes any individual, partnership of any kind, a corporation of any kind, limited liability company, association, joint venture or other organization or entity, however formed, as well as fiduciaries, trustees, heirs, executors, administrators, or assigns, or any combination of such persons. The term "person" also includes any public entity or agency that acts as an owner in the city.

*Property or premises* means any real property, or improvements thereon, or portions thereof, as the case may be. The term "property" includes any parkway or unimproved public easement abutting such real property. The term "property" shall also include all forms of personal property or animals, where applicable.

*Responsible person* means any person, whether as an owner or an agent, manager, or representative of an owner, or otherwise, that allows, causes, creates, maintains, suffers, or permits a violation of the Code to exist or continue, by any act or the omission of any act or duty. The term "responsible person" includes any person who leases, rents, occupies or has charge, control or possession of, or responsibility for any real property in the city upon which a violation exists, or of any personal property that constitutes a violation.

*Violation* means an act or omission of any act, or use or condition that constitutes an offense of the Code, as well as a breach or violation of any condition of a permit, approval or license issued pursuant to the Code.

#### **Sec. 8.17.030 - Applicability and scope.**

- (a) Use of this article shall be at the sole discretion of the city and is one remedy that the city has to address violations of the Eastvale Municipal Code or other applicable provisions of state law. By adopting this article, the city does not intend to limit its discretion or ability to utilize any administrative, civil, criminal, or other remedy available at law or equity, or any combination thereof, to address violations of the city's laws.
- (b) This article makes a violation of any provision, restriction, or requirement of this Code or any code adopted by reference herein, any ordinance of the city, any rule or regulation promulgated pursuant thereto, or any condition of any permit, license, or other entitlement issued pursuant to this Code subject to an administrative fine.
- (c) This article establishes the administrative procedures for the imposition, enforcement, collection, and administrative review of administrative fines and/or penalties pursuant to Government Code § 53069.4.
- (d) An administrative fine in an amount adopted by ordinance or resolution of the city council, or as provided for in Section 8.17.060, shall be imposed by means of an administrative citation issued by an enforcement officer, and shall be paid directly to the City of Eastvale (or authorized agent thereof). Payment of a fine shall not excuse a failure to correct a violation, nor shall it bar concurrent or further enforcement actions by the city.
- (e) The city manager, or a designee thereof, may dismiss a citation at any time if a determination is made that it was issued in error, in which event any deposit of a fine shall be refunded. Notice of such action shall be given to the citee in writing.
- (f) The city manager, or a designee thereof, is authorized to promulgate procedural rules and regulations governing the provisions in this chapter.

**Sec. 8.17.040 - Issuance of administrative citation; contents thereof.**

- (a) Whenever an officer determines that a violation of the Code has occurred, the officer may issue a citation on a city-approved form imposing an administrative fine or fines to the responsible person in accordance with the provisions of this article.
- (b) When the violation pertains to building, plumbing, electrical, or other similar structural or zoning issues, that do not create an immediate danger to health or safety, a citation shall not be issued pursuant to this chapter unless the responsible person has first been provided with a reasonable period, as determined by the officer, in which to complete the abatement or compliance actions. Notwithstanding the foregoing, a citation may be issued forthwith if the violation of building, plumbing, electrical, or other similar structural, health and safety, or zoning requirements exists as a result of, or to facilitate, the illegal cultivation of cannabis, provided that a reasonable period of time for the correction or remedy of the violation prior to the imposition of administrative fines or penalties is provided if all of the following are true:
  - (1) A tenant is in possession of the property that is the subject of the administrative action.
  - (2) The rental property owner or agent can provide evidence that the rental or lease agreement prohibits the cultivation of cannabis.
  - (3) The rental property owner or agent did not know the tenant was illegally cultivating cannabis and no complaint, property inspection, or other information caused the rental property owner or agent to have actual notice of the illegal cannabis cultivation.
- (c) An officer may issue a citation for a violation not committed in the officer's presence if the officer has determined, through investigation that the citee did commit, or is otherwise responsible for, the violation.
- (d) Each day, or any portion thereof, that a prohibited condition, use or activity under the Code is committed, continued or permitted, shall constitute a separate violation for which an administrative fine may be imposed. A single citation may charge multiple violations of the Code, however, each violation is subject to a separate and distinct administrative fine.
- (e) Each citation shall contain the following information:
  - (1) Name and mailing address of the responsible person.
  - (2) The issuance date of the citation.
  - (3) The address or description of the location of the violation.
  - (4) The date and approximate time of the commission of the violation, or detection thereof by an officer.
  - (5) The relevant provisions or sections of the Code alleged to have been violated;
  - (6) A description of the violation;
  - (7) Amount of the fine for each violation, the procedure and place to pay the fines and/or re-inspection fees, and any late penalty and/or interest charges, if not timely paid;
  - (8) When appropriate, the actions required to correct the violations, and, if applicable, any deadlines or time limitations for commencing and completing such actions;
  - (9) A description of the administrative citation review process and the manner by which a hearing on a citation may be obtained (including the form to be used, where it may be procured from, and the period in which a request must be made in order to be timely);
  - (10) The name and signature of the officer, and the signature of the citee, if he or she is physically present and willing to sign the citation at the time of its issuance. The refusal of a citee to sign a citation shall not affect its validity or any related subsequent proceeding, nor shall signing a citation constitute an admission that a person has committed a violation of the Code;

- (11) A statement that the failure to timely tender the fines and other fees, costs, and/or charges imposed pursuant to this chapter may result in the recordation of a lien and/or the delay in issuance or renewal of any city license and/or permit;
- (12) A statement that the failure to correct any violation as referenced in the citation could result in the recordation of a declaration of substandard property with the Riverside County Recorder's Office; and
- (13) Any other information deemed necessary by the city manager.

**Sec. 8.17.050 - Service of administrative citation and notices.**

- (a) A citation may be served either by personal delivery to the citee or by first class mail through the United States Postal Service.
- (b) If served by personal delivery, the date of personal delivery of the citation to the citee shall constitute its issuance date and the date that service shall be deemed complete.
- (c) If served by first class mail, the citation shall be sealed in an envelope with postage prepaid and addressed to the citee at his or her last-known business, residence, or mailing address as same appears in public records of the city, the Riverside County Tax Assessor's Office, the Riverside County Recorder's Office, the California Department of Motor Vehicles, and/or the Secretary of State. In such instances, the date a citation is deposited with the United States Postal Service shall constitute its issuance date, and the date that service shall be deemed complete.
- (d) If a citation is personally sub-served upon an authorized agent, manager or representative of the citee, a copy thereof shall also be served upon the citee by first class mail at his or her last known business, residence, or mailing address as same appears in public records of the city, the Riverside County Tax Assessor's Office, the Riverside County Recorder's Office, the California Department of Motor Vehicles, and/or the Secretary of State. In such instances, the date a copy of the citation is deposited with the United States Postal Service shall constitute its issuance date, and the date that service shall be deemed complete
- (e) If service cannot be accomplished personally or by mail for citations involving a real property-related violation of the Code, the officer shall post the citation at a prominent location on the real property where the violation is alleged to have occurred. In such instances, the date of posting shall constitute the issuance date of the citation, and the date that service shall be deemed complete.
- (f) Any notice or order given pursuant to any provision of this article shall be served in the manner provided for in this section, unless otherwise stated.
- (g) Failure of a citee to receive a citation or notice given in the manner stated in this section shall not invalidate any fine, late penalty charge, action or proceeding that is imposed or brought pursuant to this article.

**Sec. 8.17.060 - Imposition of administrative fines, late penalty charge, interest charges, and re-inspection fees.**

- (a) *Fine.* The amounts of the fines imposed pursuant to this article may be set forth in a schedule of fines established by ordinance or resolution of the city council. The city council may also impose escalating fines in amounts it deems appropriate for repeat offenses of the same ordinance. The amounts of fines may be modified from time to time, provided they do not exceed the limits allowed by state law, as stated in the following paragraph. If the city council has not adopted a specific fine for a violation of an ordinance, then the maximum penalty allowed by state law as stated in the following paragraph may be imposed.

If a violation is otherwise classified as an infraction under the Code, the administrative fine shall not exceed \$100.00 for a first offense, \$200.00 for a second offense of the same ordinance within a 12-month period of time, and \$500.00 for a third or greater offense of the same ordinance within a 12-month period of time, as set forth in subdivision (b) of section 36900 of the California Government

Code. Notwithstanding the foregoing, the administrative fine for a violation of building and safety codes classified as an infraction shall not exceed \$130.00 for a first offense, \$700 for a second offense of the same ordinance within a 12-month period of time, and \$1,300 for a third or greater offense of the same ordinance within a 12-month period of time. A fine not exceeding \$2,500 may be imposed for each additional violation of the same ordinance within two years of the first violation if the property is a commercial property that has an existing building at the time of the violation and the violation is due to failure by the owner to remove visible refuse or failure to prohibit unauthorized use of the property.

- (b) *Re-inspection fee.* In addition to any fine imposed pursuant to this article, a re-inspection fee shall be assessed against any responsible person in an amount established by resolution of the city council if the responsible person does not timely and completely correct or abate a violation (with all requisite approvals, permits, licenses, and/or inspections) after having received notification from the city to correct or abate same.
- (c) *Late penalty charge.* Failure to pay an administrative fine within the period specified on the citation shall result in the assessment of a late penalty charge in an amount established by resolution of the city council, not to exceed 100 percent of the total fine owed (excluding any re-inspection fee).
- (d) *Interest.* Failure to pay an administrative fine within 60 days of the issuance of a citation or, if contested, within 60 days of an order to pay pursuant to a decision by a hearing officer or judicial officer confirming the fine, shall result in the imposition of an interest charge at a rate established by resolution of the city council. Interest shall not accrue on a late penalty charge or re-inspection fee.

**Sec. 8.17.070 - Payment and collection of fines, fees and other charges.**

- (a) *Payment.* All administrative fines and re-inspection fees imposed by means of a citation shall be due from the citee and shall be received by the city (or agent thereof) within 30 calendar days from the date the citation was served. Thereafter, a late penalty charge shall be due and owing, as well as interest, as imposed by this article.
  - (1) Administrative fines, re-inspection fees, late penalty charges, and any interest due shall be paid to the city at such location or address as stated in the citation, or as may otherwise be designated by the city manager.
  - (2) Payment of an administrative fine shall not excuse or discharge a citee from the duty to immediately abate a violation of the Code, nor from any other responsibility or legal consequences for a continuation or repeated occurrences of a violation of the Code.
  - (3) Abatement of a violation shall not excuse the obligation of a citee to pay an administrative fine or any other charges, fees, or costs imposed as a result of the issuance of a citation.
- (b) *Collection.* Unpaid administrative fines and other charges, fees, or costs imposed in accordance with this chapter shall constitute a debt that may be collected in any manner allowed by law, including, but not limited to:
  - (1) The filing of a civil action in the Riverside Superior Court; and/or
  - (2) The recordation of a lien with the Riverside County Recorder's Office against citee-owned property that was the subject of the citation; and/or
  - (3) By means of a special assessment against citee-owned property that was the subject of the citation; and/or
  - (4) By means of collecting the debt using the California Franchise Tax Board "Inter-Agency Offset Program" (pursuant to § 12419.10 of the California Government Code); and/or
  - (5) By denying the issuance or renewal of any city approval, license, permit, or other entitlement to any citee who has failed to tender all unpaid administrative fines, late penalty charges, interest charges, or re-inspection fees.

The city shall also be entitled to recover its attorneys' fees and costs arising from an action to collect an administrative fine and other charges, fees, or costs imposed in accordance with this article, if it is the prevailing party and provided it made the election to seek attorney fees at the commencement of the action. A citee shall be entitled to recover his or her attorney fees if the city made the election to seek attorney fees at the outset of the action and the citee prevails thereon.

The city manager, or a designee thereof, may promulgate policies and procedures for the city's election to use one or more of the foregoing collection remedies. Unless otherwise set forth in a policy promulgated by the city manager, the recordation of a lien or special assessment for unpaid administrative fines, late penalty charges, interest charges, or re-inspection fees shall substantially comply with the procedures set forth in chapter 8.18 of this Code for the recordation of liens and special assessments for abatement costs.

#### **Sec. 8.17.080 - Right to an administrative hearing; waiver of advance deposit of fine**

- (a) *Appeal.* Any citee may contest the violation, or that he or she is a responsible person, by filing a request for an administrative hearing in the manner set forth on the citation within ten calendar days from the issuance date of the citation. If the request for a hearing is not timely received in the manner set forth on the citation, the citee shall have waived the right to a hearing and the citation shall be deemed final.
  - (1) A request for a hearing shall contain the following:
    - a. The citation number.
    - b. The name, address, telephone and any facsimile numbers, of each person contesting the citation.
    - c. A statement of the reasons why a citation is being contested.
    - d. The date and signature of the citee.
  - (2) No filing fee shall be charged for the filing of a request for an administrative hearing.
  - (3) A timely request for a hearing shall not excuse a citee from the duty to immediately abate a violation of the Code, nor from any other responsibility or legal consequences for a continuation or repeated occurrences of a violation of the Code.
- (b) *Advanced deposit of fine.* Requests for a hearing shall be accompanied by an advance deposit of the entire amount of the fine (and any accompanying re-inspection fee) stated in the citation. Failure to deposit a fine (and accompanying re-inspection fee) within the required period, or the tender of a non-negotiable check, shall render a request for an administrative hearing incomplete and untimely, in which case the citee shall have waived the right to a hearing and the citation shall be deemed final. Fines that are deposited with the city shall not accrue interest. Fines deposited shall be returned to the person tendering the fines in the event a citation is overturned.
  - (1) *Hardship waiver of advance deposit of fine.* A citee who is financially unable to deposit the administrative fine with his or her request for a hearing may complete a city-approved application form for an advance deposit hardship waiver (hereinafter, "hardship waiver"). This form and all required accompanying records shall be tendered, along with a request for a hearing, to the Office of the City Clerk or as otherwise set forth on the citation, within ten calendar days from the issuance date of the citation.
    - a. To be considered for a hardship waiver, the application form must be complete, signed, and must be accompanied by documents that enable the city to reasonably determine the citee's present inability to deposit the fine. Documents suitable for consideration, may include, without limitation, accurate, complete and legible copies of state and federal income tax returns and all schedules for the preceding tax year; financial statements, loan applications, bank account records, income and expense records for 12 months preceding submittal of the waiver form, as well as other documentation demonstrating the citee's financial hardship. The city may, at its sole discretion, request additional documents in

order to determine a citee's financial ability to tender an advance deposit of the fine. Failure to submit sufficient evidence of a citee's financial inability to tender an advance deposit of the fine shall result in a denial of the hardship waiver.

- b. Failure to submit a completed, signed hardship waiver form, along with sufficient records that support a claim of financial hardship, shall render any request for an administrative hearing incomplete and untimely. In this event, the citee shall have waived the right to a hearing and the citation shall be deemed final.
- c. The city shall issue a written decision regarding the application for a hardship waiver. If the hardship waiver is denied, the written decision shall specify the reasons for not issuing the hardship waiver. All decisions for hardship waivers shall inform the citee of the manner and time in which to retrieve the documents submitted by the citee to the city in support of the hardship waiver application. This decision is final and non-appealable. The decision shall be served upon the person requesting the hardship waiver by first class mail to the address listed on the hardship waiver application.
  1. The city shall retain all documents submitted by a citee to support an application for a hardship waiver for ten calendar days after the date of the written decision on the application, and if the documents are not recovered by the citee within said time, the city may, at any time thereafter, in its sole discretion and after a citation is final or confirmed, destroy or discard the supporting documents without any further notice to the citee.
  2. Approval of a hardship waiver shall result in the city setting a hearing pursuant to section 8.17.100.
  3. If the city determines that the citee is not entitled to a hardship waiver, he or she shall tender the full amount of the administrative fine as set forth in the written decision on the hardship waiver within ten calendar days of the date the decision is deposited with the U.S. Postal Service. In the event the city clerk does not receive the full amount of the fine in the required period:
    - (i) The request for a hearing is rendered incomplete and untimely;
    - (ii) The citee shall have waived the right to a hearing and the citation shall be deemed final; and
    - (iii) A late penalty charge shall be imposed upon the administrative fine.

**Sec. 8.17.090 - Administrative hearing; procedures.**

- (a) An administrative appeal hearing shall be scheduled and conducted within 60 calendar days of the date a timely and complete request is received by the city. A citee who files a request for an administrative hearing to contest a citation (hereinafter, "appellant") shall be notified in writing by first class mail of the date, time, and location of the hearing at least ten calendar days prior to the date of the hearing. The failure of an appellant to receive a properly addressed notice shall not invalidate the citation or any hearing or city action or proceeding conducted pursuant to this chapter.
- (b) At the place and time set forth in the written notice of administrative hearing, the hearing officer shall hear and consider the testimony of the issuing officer, the appellants, and/or their witnesses, as well as any documentary evidence presented by these persons concerning the violations alleged in the citation.
- (c) Administrative hearings are informal, and formal rules of evidence and discovery do not apply. The city bears the burden of proof to establish a violation and responsibility therefore by a preponderance of evidence. The issuance of an administrative citation shall constitute prima facie evidence of the violation and the enforcement officer who issued the citation is not required to attend or participate at the hearing. The appellants, and officer, if present, shall have an opportunity to present evidence and witnesses and to cross-examine witnesses. An appellant may bring an interpreter to the hearing

at the appellant's sole expense. The hearing officer may question any person who presents evidence or who testifies at any hearing.

- (d) An appellant shall appear at the hearing in person. If the appellant fails to attend the scheduled hearing, the hearing officer shall cancel the hearing and send a notice thereof to the appellants by first class mail to the addresses stated on the appeal form. A cancellation of a hearing due to non-appearance of the appellant shall constitute the appellant's waiver of the right to appeal. In such instances, the citation (and corresponding fine and other applicable fees) shall be deemed final.
- (e) Hearings may be continued once at the request of an appellant or the officer who issued the citation. Any request by an appellant to continue a hearing must be submitted to the city clerk in writing no later than two business days before the date scheduled for the hearing. The hearing officer may continue a hearing for good cause or on his/her own motion; however, in no event may the hearing be continued for more than 30 calendar days without stipulation by all parties.

**Sec. 8.17.100 - Hearing officer decision; right of appeal therefrom.**

- (a) After considering all of the testimony and evidence submitted at the hearing, the hearing officer shall issue a written decision to uphold or overturn the citation based upon whether there was a preponderance of evidence that the violations listed in the citation existed or occurred and shall state the reasons therefor.
  - (1) If the citation is upheld and the violation has not been fully corrected as of the date of the hearing, the hearing officer shall order correction thereof in the decision and provide a deadline to complete said actions, which shall in no event be greater than 30 calendar days from the date of the decision. The decision of the hearing officer shall be a final administrative decision.
  - (2) If the citation is upheld and the appellant did not deposit the fine at the time the appellant requested an administrative appeal hearing, the hearing officer shall also order the payment of the fine (and other applicable fees and costs) within 20 calendar days of the decision.
  - (3) If the citation is overturned in whole or in part, the city shall refund the fine deposit corresponding to portion of the citation that was overturned. Any such fine shall be mailed to the responsible person within 45 calendar days of the city's receipt of the hearing officer's decision and order.
- (b) The appellants shall be served by first class mail with a copy of the hearing officer's written decision. The date the decision is deposited with the U.S. Postal Service shall constitute the date of its service. The failure of an appellant to receive a properly addressed decision shall not invalidate or any hearing, city action or proceeding conducted pursuant to this chapter.
- (c) Decisions of the hearing officer are, in accordance with Government Code § 53069.4(b), appealable to the superior court within 20 days after the date of their service. Each decision shall contain a statement advising the appellants of this appeal right and the procedures and court filing fee for its exercise. An appellant shall serve a copy of the court filed notice of appeal on the Office of the City Clerk by personal service or first class mail within five calendar days of filing the original thereof.
- (d) If a hearing officer's decision is not appealed in a timely manner, the decision shall be deemed confirmed, final, and binding.
- (e) An appeal from a hearing officer's decision is not appealable to the city council and the superior court is the sole reviewing authority. The appeal hearing before the superior court shall be heard de novo, except that the contents of the city's file in the case (including the citation) shall be received in evidence and shall constitute prima facie evidence of the facts stated therein.

If a responsible person prevails on appeal, the city shall reimburse his or her filing fee, as well as the fine deposit in accordance with the court judgment. These monies shall be mailed to the responsible person within 45 calendar days of the city's receipt of a notice of judgment or ruling from the superior court clerk.

**Sec. 8.17.110 - Penalties.**

Failure of a citee to comply with a corrective action stated in any uncontested citation, or with regard to a correction order in any hearing officer decision that is deemed confirmed and not appealed to the superior court, shall constitute a misdemeanor. A citee's willful nonpayment of administrative fines, late penalty charges, interest charges or re-inspection fees shall constitute a misdemeanor.

## EXHIBIT "B"

### Article I. - Nuisances Enumerated

#### Sec. 8.18.010. - Purpose and intent.

The purpose and intent of this chapter is as follows:

- (1) To promote and sustain a high quality of life within the city and to protect the health, safety, and welfare of the city's residents, business community, and guests by developing and utilizing regulations that promote the sound maintenance of property and that enhance the appearance, habitability, occupancy, use, and safety of all structures and premises in the city.
- (2) To define as public nuisances and violations those conditions and uses of land that are offensive or annoying to the senses, detrimental to property values and community appearance, an obstruction or interference with the comfortable enjoyment of adjacent properties or premises (both public and private), and/or are hazardous or injurious to the health, safety, or welfare of the general public.
- (3) To establish administrative procedures for the city's use, upon its election, to correct or abate violations of this chapter on real property throughout the city, while protecting the right of responsible persons to due process of law.
- (4) To set forth procedures for providing sufficient notification of substandard, hazardous, and other nuisance conditions to non-owners of real property who have an actual or potential interest in the real property.
- (5) To responsibly defray the costs associated with the investigation and enforcement of applicable laws, and the abatement of substandard, hazardous, and/or other nuisance conditions by adopting and utilizing administrative procedures to collect fees, costs or charges as authorized by state statutes or as otherwise allowed pursuant to the city's police powers.
- (6) This chapter is not intended to enforce conditions, covenants and restrictions ("CC&Rs") on real property, or to supersede any less restrictive CC&Rs. This chapter will be enforced uniformly within the city regardless of CC&Rs. Therefore, this chapter does not abrogate the right of any homeowners' association or private citizen to take action, legal or as otherwise provided in the CC&Rs, to force compliance with the CC&Rs applicable to their tract or association even though the CC&Rs may be the same, more restrictive, or may not be covered by this chapter.
- (7) This chapter is not intended to be applied, construed or given effect in a manner that imposes upon the city, or upon any officer or employee thereof, any duty towards persons or property within the city or outside of the city that creates a basis for civil liability for damages, except as otherwise imposed by law.

#### Sec. 8.18.020. - Definitions.

As used in chapter, the following definitions shall apply. For purposes of this chapter, these definitions shall supersede any other definitions of the same terms elsewhere in this Code.

*Abandoned structure* means real property, or any building or structure thereon, that is vacant and is maintained in an uninhabitable condition or a condition of disrepair or deterioration as evidenced by the existence of public nuisances therein, or that is vacant and under a current notice of default and/or notice of trustee's sale, pending tax assessor's lien sale, or that is vacant and has been the subject of a foreclosure sale where title was retained by the beneficiary of a deed of trust involved in the foreclosure. Factors that may also be considered in a determination of an abandoned structure include, without limitation, present operability and functional utility; the presence of non-functional, broken or missing doors or windows, such that entry therein by unauthorized persons is not deterred; the existence of real

property tax delinquencies for the land upon which the structure is located; age and degree of obsolescence of the structure, and the cost of rehabilitation or repair versus its market value.

*Abandoned personal property* means and refers to any item, object, thing, material or substance that, by its condition of damage, deterioration, disrepair, nonuse, obsolescence or location on public real property or on private real property, causes a reasonable person to conclude that the owner has permanently relinquished all right, title, claim and possession thereto, or that the object, thing, material or substance cannot be used for its intended or designed purpose. Abandoned personal property may include junk and vehicles.

*Abatement costs* means all costs, fees, and expenses, incidental or otherwise, incurred by the city in investigating and abating a public nuisance.

*Attractive nuisance* means any building, structure, device, equipment, instrument, item, machine, or condition that is unsafe, unprotected and may prove detrimental to minors whether in a structure or in outdoor areas of developed or undeveloped real property. This includes, without limitation, any abandoned structure or open and accessible building, structure, well, shaft, basement or excavation; any abandoned refrigerators and abandoned or inoperable vehicles; any structurally unsound fences or structures; or any lumber, trash, fences, debris or vegetation which may prove hazardous or dangerous to inquisitive minors. An attractive nuisance shall also include pools, standing water or excavations containing water that are unfenced or otherwise lack an adequate barrier, thereby creating a risk of drowning, or which are hazardous or unsafe due to the existence of any condition rendering such water to be clouded, unclear or injurious to health due to, without limitation, any of the following: bacterial growth, infectious or toxic agents, algae, insect remains, animal remains, rubbish, refuse, debris, or waste of any kind.

*Building* means any structure designed, used, or maintained for the shelter or enclosure of persons, animals, chattels, equipment, or property of any kind, and shall also include structures wherein things may be grown, made, produced, kept, handled, stored, or disposed of, and all appendages, accessories, apparatus, appliances, and equipment installed as a part thereof.

*City* means the City of Eastvale.

*City manager* means the city manager or designee thereof.

*City personnel* means any city employee, representative, agent, contractor, or service provider designated by the city manager to abate a public nuisance.

*Code, codes, and Eastvale Municipal Code* means, to the Eastvale Municipal Code and any code, law, or regulation incorporated therein by reference, the Eastvale Zoning Code, and any adopted and uncodified ordinances.

*Code enforcement fees* means fees imposed by the city to defray its costs of code enforcement actions, pursuant to Government Code § 54988 and Health and Safety Code § 17951 (and any successor statutes thereto), the Eastvale Building Codes, and any other applicable local, state, or federal law, as well as by the city's police powers as authorized by the California Constitution, including, but not limited to, the time and other resources of public officials and city consultants expended by them in identifying, inspecting, investigating, seeking or causing the abatement of a violation at a real property. Examples of code enforcement actions include, but are not limited to, site inspections, drafting reports, taking photographs, procuring other evidence, engaging in meetings with other officials of the city or other agencies, engaging in conferences and communications with responsible persons, their agents or representatives, concerning a violation, as well as with attorneys for the city at any time, and appearances before judicial officers or reviewing authorities during the commencement or pendency of a judicial or administrative hearing. The time and resources that public officials and city consultants further expend to confirm that a real property remains free of a violation while a responsible person is on probation to a court or when a matter concerning a property remains pending before a reviewing authority in an administrative action shall also constitute code enforcement actions.

*Code enforcement officer* means any individual employed by the city with primary enforcement authority for city codes, or his or her duly authorized representative.

*Compliance period* means the period of time and/or required schedule set forth in a notice of abatement and/or an order of abatement within which all nuisance abatement actions referenced in such notice of abatement and/or order of abatement must be completed.

*Controlled substances* means any substance that is declared by state or federal law to be a controlled substance.

*Fire hazard* includes, but shall not be limited to, any device, equipment, waste, vegetation, condition, thing, or act which is in such a condition that it increases or could cause an increase of the hazard or menace of fire to a greater degree than that customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing, or extinguishing fire or that otherwise provides a ready fuel to augment the spread and intensity of fire or explosion arising from any cause; or any device, equipment, waste, vegetation, condition, thing, or act which could obstruct, delay, hinder, or interfere with, or may become the cause of obstruction, delay, or hindrance of, the operations of the fire department or other emergency service personnel or the egress of the occupants in the event of fire.

*Graffiti* means any unauthorized inscription, word, figure, mark, or design that is written, marked, etched, scratched, drawn, or painted on or otherwise glued, posted, or affixed to or on any real or personal property (including, but not limited to, buildings, structures, and vehicles), regardless of the nature of the material to the extent that the same was not authorized in advance by the owner thereof.

*Hazardous materials* means any material or substance of any kind that is declared by any federal, state, or local law, ordinance, or regulation to be composed of hazardous material.

*Hearing officer* means the city manager or any city employee or other person appointed by the city manager to hear all timely appeals as set forth in this chapter.

*Incidental expenses* includes, but shall not be limited to, the actual expenses and costs of the city, such as preparation of notices, specifications, contracts, inspection of work, costs of printing and mailings required hereunder, costs of any filing and/or recordation with the county recorder's office or other governmental agency, and the costs of administration and legal services.

*Inoperable vehicle* means and includes, without limitation, any vehicle that is incapable of being lawfully driven on a street and/or highway. Factors that may be used to determine this condition include, without limitation, vehicles that have a planned non-operational status with the California Department of Motor Vehicles, vehicles lacking a current and valid registration, a working engine, transmission, wheels, inflated tires, doors, windshield or any other part or equipment necessary for its legal and safe operation on a highway or any other public right-of-way.

*Junk* means and includes, but is not limited to, any cast-off, damaged, discarded, junked, obsolete, salvaged, scrapped, unusable, worn-out or wrecked appliance, device, equipment, furniture, fixture, furnishing, object, material, substance, tire, or thing of any kind or composition. The term "junk" may include abandoned personal property, as well as any form of debris, refuse, rubbish, trash or waste. Factors that may be considered in a determination that personal property is junk include, without limitation, its:

- (1) Condition of damage, deterioration, disrepair or nonuse.
- (2) Approximate age and degree of obsolescence.
- (3) Location.
- (4) Present operability, functional utility and status of registration or licensing, where applicable.
- (5) Cost of rehabilitation or repair versus its market value.

*Junkyard* means real property of any zoning classification on which junk is kept, maintained, placed or stored to such a degree that it constitutes a principal use or condition on said premises. The existence of a junkyard is not a nuisance when it is an expressly permitted use in the applicable zone and it is in full compliance with all provisions of the Eastvale Zoning Code, and all other applicable provisions of the Eastvale Municipal Code, as well as all future amendments and additions thereto.

*Notice of abatement* means a notice of public nuisance and intention to abate with city personnel, as described in section 8.18.070.

*Order of abatement* means an order issued by a hearing officer following an appeal of a notice of abatement.

*Owner* means and includes any person having legal title to, or who leases, rents, occupies or has charge, control or possession of, any real property in the city, including all persons shown as owners on the last equalized assessment roll of the Riverside County Assessor's Office. Owners include persons with powers of attorney, executors of estates, trustees, or who are court appointed administrators, conservators, guardians or receivers. An owner of personal property shall be any person who has legal title, charge, control, or possession of such property.

*Person* means and includes any individual, partnership of any kind, corporation, limited liability company, association, joint venture or other organization, however formed, as well as trustees, heirs, executors, administrators, or assigns, or any combination of such persons. The term "person" also includes any public entity or agency that acts as an owner in the city.

*Personal property* means property that is not real property, and includes, without limitation, any appliance, furniture, chapter, device, equipment, item, material, product, substance or vehicle.

*Public nuisance* means anything which is, or is likely to become, injurious or detrimental to health, safety or welfare; or is offensive to the senses; or an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life or property; or unlawfully obstructs the free passage or use, in the customary manner, of any sidewalk, public park, square, street or highway. All conditions hereafter enumerated in this chapter, or that otherwise violate or are contrary to any provision of the Eastvale Municipal Code, are public nuisances by definition and declaration, and said enumerated conditions, shall not, in any manner, be construed to be exclusive or exhaustive. A public nuisance shall also exist when a person fails to comply with any condition of a city approval, entitlement, license or permit or when an activity on, or use of, real property violates, or is contrary to, any provision or requirement of the Eastvale Municipal Code.

*Real property or premises* means any real property owned by any person and/or any building, structure, or other improvement thereon, or portions thereof. The term "real property" or "premises" includes any adjacent sidewalk, parkway, street, alley, or other unimproved public easement, whether or not owned by the City of Eastvale.

*Responsible person* means any person, whether as an owner as defined in this section, or otherwise, that allows, causes, creates, maintains, suffers, or permits a public nuisance, or any violation of the Eastvale Municipal Code or county or state law, or regulation thereof, to exist or continue, by any act or the omission of any act or duty. The term "responsible person" shall also include employees, principals, joint venturers, officers, agents, and/or other persons acting in concert with, or at the direction of, and/or with the knowledge and/or consent of the owner and/or occupant of the lot, building or structure on, or in which, a public nuisance or violation exists or existed. The actions or inactions of a responsible person's agent, employee, representative or contractor may be attributed to that responsible person.

*Structure* means that which is built or constructed, an edifice, wall, fence, or building of any kind, or any piece of work artificially built-up or composed of parts joined together in some definite manner. For purposes of this chapter, this definition shall supersede any other definition of this term in the Eastvale Municipal Code.

*Vacant* means real property or any building or structure thereon that is not legally occupied. Factors that may be used, either alone or in combination, to determine whether real property, or buildings or structures thereon, is vacant include, but shall not be limited to overgrown and/or dead vegetation; accumulation of newspapers, circulars, flyers, and/or mail; past due utility notices and/or disconnected utilities; accumulation of trash, junk, and/or other debris; the absence of window coverings such as curtains, blinds, and/or shutters; the absence of furnishings and/or personal items consistent with residential and/or commercial furnishings consistent with the permitted uses within the zone of the real property; statements by neighbors, passersby, delivery agents, government employees that the property is vacant.

*Vehicle* means any device, by which any person or property may be propelled, moved, or drawn upon a highway or other public right-of-way, and includes all vehicles as defined by the California Vehicle Code, and all future amendments thereto. The term "vehicle" does not include devices that are propelled exclusively by human power such as bicycles and wheelchairs, or those that are used exclusively upon stationary rails or tracks.

*Violation* means and includes any prohibited activity, condition, or use on land or in connection with a building or a structure that is caused, allowed to exist, or maintained (whether due to an affirmative act, inaction, or omission) by a responsible person in disregard of, or in nonconformity with, any other provision, regulation, prohibition, or requirement of the Eastvale Municipal Code, or any applicable county, state, or federal laws or regulations. Any such violation shall also constitute an unlawful public nuisance for each and every day or part thereof, during which it is allowed, committed, continued, maintained or permitted by a responsible person

*Weeds* includes, but shall not be limited to, any of the following:

- (1) Any plant, brush, growth, or other vegetation that bears seeds of a downy or wingy nature;
- (2) Any plant, brush, growth, or other vegetation that attains such large growth as to become, when dry, a fire hazard;
- (3) Any plant, brush, growth, or other vegetation that is noxious or dangerous;
- (4) Poison oak and poison ivy when the conditions of growth are such as to constitute a threat to the public health; or
- (5) Dry grass, rubble, brush, or other flammable plant, growth, or other vegetation that endangers the public safety by creating or tending to create a fire hazard.

**Sec. 8.18.030 - Prohibited public nuisance conditions.**

The city council finds and declares that, notwithstanding any other provision of the Municipal Code, it is a public nuisance and unlawful for any person to allow, cause, create, maintain, or suffer, or permit others to cause, create, or maintain the following:

- (a) Any real property or premises in the city in such a manner that any one or more of the following conditions are found to exist thereon:
  - (1) Land, the topography, geology or configuration of which, whether in natural state or as a result of the grading operations, excavation or fill, causes erosion, subsidence, or surface water drainage problems of such magnitude as to be injurious or potentially injurious to the public health, safety and welfare, or to adjacent properties.
  - (2) Buildings or other structures, or portions thereof, that are partially constructed or destroyed or allowed to remain in a state of partial construction or destruction for an unreasonable period of time. As used in this section, the term "unreasonable period" means any portion of time exceeding the period given to a responsible person by the city for the complete abatement of this nuisance condition with all required city approvals, permits and inspections. One or more of the following factors may be used by the city to establish a reasonable period for the complete abatement of this nuisance:
    - a. The degree of partial construction or destruction and the cause therefor.
    - b. Whether or not this condition constitutes an attractive nuisance or if it otherwise poses or promotes a hazard to the health, safety, or welfare of the occupants or the general public.
    - c. The degree of visibility, if any, of this condition from public or adjoining private real property.
    - d. The scope and type of work that is needed to abate this nuisance.

- e. The existence of any current and valid approvals, permits, or other entitlements for the partially constructed or destroyed building or structure.
  - f. The promptness with which a responsible person has applied for and obtained all required city approvals and permits in order to lawfully commence the nuisance abatement actions.
  - g. Whether or not a responsible person has complied with other required technical code requirements, including requesting and passing required inspections in a timely manner, while completing nuisance abatement actions.
  - h. Whether or not a responsible person has applied for extensions to a technical code permit or renewed an expired permit, as well as the number of extensions and renewals that a responsible person has previously sought or obtained from the city.
  - i. Whether or not a responsible person has made substantial progress, as determined by the city, in performing nuisance abatement actions under a technical code permit that has expired, or is about to expire.
  - j. Whether delays in completing nuisance abatement actions under a technical code permit have occurred, and the reasons for such delays.
- (3) Abandoned structures.
- (4) Exterior portions of buildings or structures (including, but not limited to, roofs, balconies, decks, fences, stairs, stairways, walls, signs and fixtures) and any detached or freestanding structure (including, but not limited to, fences and walls) that have become defective, cracked, broken, unsightly, or no longer viable; or are maintained in a condition of dilapidation, deterioration or disrepair to such an extent as to result in, or tend to result in, a diminution in property values; or where such condition creates a hazard to persons using said building, structure, or way; or where such condition interferes with the peaceful use, possession and/or enjoyment of adjacent properties; or where such condition otherwise violates, or is contrary to, the Eastvale Municipal Code, or other applicable law.
- (5) Sidewalks, walkways, pedestrian ways, driveways, and parking areas that have become defective, cracked, broken, unsightly, or no longer viable; or are maintained in a condition of dilapidation, deterioration or disrepair to such an extent as to result in, or tend to result in, a diminution in property values; or where such condition creates a hazard to persons using said building, structure, or way; or where such condition interferes with the peaceful use, possession and/or enjoyment of adjacent properties; or where such condition otherwise violates, or is contrary to, the Eastvale Municipal Code, or other applicable law.
- (6) Failure to provide and maintain adequate weather protection to buildings or structures (including but not limited to, fences, walls, and retaining walls) in such a manner that results in or tends to result in the existence of cracked, peeling, warped, rotted, deteriorated, or severely damaged paint, stucco or other exterior covering or that otherwise results in or tends to result in the decay, deterioration, or dilapidation of the building or structure.
- (7) Broken, defective, damaged, dilapidated, or missing windows, doors, or vents in a building or structure, and/or broken, defective, damaged, dilapidated, or missing screens for windows, doors, or crawl spaces in a building or structure.
- (8) Windows or doors that remain boarded up or sealed after 15 calendar days of written city notice to a responsible person requesting the removal of these coverings and the installation of fully functional or operable windows or doors. City actions to board up or seal windows or doors in order to deter unauthorized entry into structures shall not relieve responsible persons from installing fully functional or operational windows or doors.
- (9) Obstructions of any kind, cause or form that interfere with required light or ventilation for a building or structure, or that interfere with, hinder, delay, or impede ingress therein and/or egress therefrom.

- (10) Abandoned, broken, or neglected personal property that is visible from public or private property.
- (11) Any form of an attractive nuisance.
- (12) Interior portions of buildings or structures (including, but not limited to, attics, ceilings, walls floors, basements, mezzanines, and common areas) that have become defective, unsightly, or are maintained in a condition of dilapidation, deterioration or disrepair to such an extent as to result in, or tend to result in, a diminution in property values; or where such condition interferes with the peaceful use, possession and/or enjoyment of properties in the vicinity; or where such condition otherwise violates, or is contrary to, the Eastvale Municipal Code or other applicable law.
- (13) Items of junk, trash, debris, waste, or other personal property that are kept, placed, or stored inside of a structure or on exterior portions of real property that constitute a fire or safety hazard or a violation of any provision of the Eastvale Municipal Code; or items of junk, trash, debris, waste, or other personal property that are visible from public or private real property, or that are otherwise out of conformity with neighboring community standards to such an extent as to result in, or tend to result in, a diminution in property values. Notwithstanding the foregoing, the existence of a junkyard is not a nuisance when such use and the premises on which such use occurs are in full compliance with all provisions of the Eastvale Zoning Code (including all approvals and permits required thereby), and all other applicable provisions of the Eastvale Municipal Code and any future amendments and additions thereto, as well as applicable county, state, and/or federal laws and regulations.
- (14) The keeping or disposing of, or the scattering or accumulating of flammable, combustible or other materials including, but not limited to, composting, firewood, lumber, junk, trash, debris, packing boxes, pallets, plant cuttings, tree trimmings or wood chips, discarded items, or other personal property on exterior portions of real property, or within any building or structure thereon, when such items or accumulations:
  - a. Render premises unsanitary or substandard as defined by the Eastvale Housing Code, the state housing law, the Eastvale Building Code, or other applicable local, state, or federal law, rule, or regulation;
  - b. Violate any health code adopted by and/or applicable in the City of Eastvale;
  - c. Cause, create, or tend to contribute to, a fire or safety hazard;
  - d. Harbor, promote, or tend to contribute to, the presence of rats, vermin and/or insects;
  - e. Cause, create, or tend to contribute to, an offensive odor; or
  - f. Cause the premises to be out of conformity with neighboring community standards to such an extent as to result in, or tend to result in, a diminution of property values; provided, however, that this use of land or condition shall not constitute a nuisance when expressly permitted under the applicable zone classification and the premises are in full compliance with all provisions of the Eastvale Zoning Code, and all other applicable provisions of the Eastvale Municipal Code and any future amendments and additions thereto, as well as applicable county, state, and/or federal laws and regulations.
- (15) Unsanitary, polluted or unhealthful pools, ponds, standing water or excavations containing water that constitutes an attractive nuisance or that is otherwise likely to attract or harbor mosquitoes, insects or other vectors. The likelihood of insect harborage is evidenced by any of the following conditions: water which is unclear, murky, clouded or green; water containing bacterial growth, algae, insect larvae, insect remains, or animal remains; or, bodies of water which are abandoned, neglected, unfiltered or otherwise improperly maintained.

- (16) The hanging, drying, or airing of clothing or household fabrics on fences, trees, or shrubberies, or the existence of clotheslines, in front yard areas of any real property.
- (17) Canopies, tents, tarps, or other similar membrane structures located in the front yard of any real property or in any yard area that is visible from a public vantage in excess of 72 hours, unless otherwise authorized pursuant to a permit or other entitlement from the city;
- (18) Overgrown vegetation, including, but not limited to, any one of the following:
  - a. Vegetation likely to harbor, or promote the presence of, rats, vermin and/or insects.
  - b. Vegetation causing detriment to neighboring properties, or that is out of conformity with neighboring community standards to such an extent as to result in, or contribute to, a diminution of property values, including, but not limited to:
    1. Lawns with grass in excess of six inches in height.
    2. Hedges, trees, lawns, plants, or other vegetation that are not maintained in a neat, orderly, and healthy manner as a result of lack of adequate mowing, grooming, trimming, pruning, fertilizing, watering, and/or replacement.
  - c. Vegetation that creates, or tends to create, the existence of a fire hazard.
  - d. Vegetation that overhangs or grows onto or into any public property, including, but not limited to, any public alley, highway, land, sidewalk, street or other right-of-way, so as to cause an obstruction to any person or vehicle using such public property.
- (19) Dead, decayed, diseased or hazardous trees, weeds, ground cover, and other vegetation, or the absence of healthful vegetation, that causes, contributes to, or tends to cause or contribute to, any one of the following conditions or consequences:
  - a. An attractive nuisance;
  - b. A fire hazard;
  - c. The creation or promotion of dust or soil erosion;
  - d. A diminution in property values; or
  - e. A detriment to public health, safety or welfare.
- (20) Lack of landscaping or other approved ground cover in any yard area as otherwise required by the Eastvale Zoning Code or other provisions of the City Municipal Code, or so as to otherwise cause or promote the existence of excessive dust or to allow the accumulation of debris. Visible front and side yards shall be mowed, landscaped and otherwise maintained to the satisfaction of the community development director or his or her designee. Landscape includes, but is not limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock, bark, artificial turf, and sod. Weeds, dirt, gravel, broken concrete, asphalt, plastic sheeting, indoor-outdoor carpet or any similar materials are not acceptable landscaping or ground cover. Maintenance of landscaping includes, but is not limited to, regular watering, irrigation, cutting, pruning and mowing of required landscape and removal of all trimmings.
- (21) Waste containers, yard waste containers, and recycling containers that are kept, placed or stored in driveways or parking areas, or in front or side yards, such that said containers are visible from public streets, except when located in places of collection at times permitted and in full compliance with this Code.
- (22) Vehicles, trailers, campers, boats, recreational vehicles, and/or other mobile equipment placed, parked or stored in in violation of any provision of the Eastvale Municipal Code.
- (23) Parking spaces required by the Eastvale Municipal Code, including the Eastvale Zoning Code, that are not maintained in such a manner that said spaces are continuously free and accessible for vehicle parking without the movement of real or personal property.

- (24) Abandoned, dismantled, inoperable or wrecked boats, campers, motorcycles, trailers, vehicles, or parts thereof, unless kept, placed, parked, or stored inside of a completely enclosed, lawfully constructed building or structure.
- (25) Vehicles, construction equipment, or other machinery exceeding the permissible gross vehicle weight for the streets or public property upon which they are located. A nuisance also exists under this provision when a vehicle, construction equipment, or other machinery is stopped, kept, placed, parked, or stored on private real property and when such vehicle, equipment, or machinery exceeds the permissible gross vehicle weight for the streets or public property that were utilized in its placement on said private real property unless pursuant to a valid permit issued by the city.
- (26) Any equipment, machinery, storage bin, or vehicle of any type or description that is designed, used, or maintained for construction-type activities that is kept, parked, placed, or stored on public or private real property except when such item is being used during excavation, construction, or demolition operations at the site where said equipment, machinery, or vehicle is located pursuant to an active permit issued by the city and is otherwise in compliance with all conditions of said permit and all applicable laws, rules, and regulations.
- (27) Construction activity and/or the construction sites that are not conducted or maintained in accordance with accepted and approved best management practices, as determined by the directors of building and safety, engineering, and/or public works divisions.
- (28) Maintenance of signs, or sign structures, on real property relating to uses no longer lawfully conducted or products no longer lawfully sold thereon, or signs and their structures that are in disrepair or which are otherwise in violation of, or contrary to, the Eastvale Municipal Code, including the Eastvale Zoning Code.
- (29) Specialty structures that have been constructed for a specific single use only, and which are unfeasible to convert to other uses, and which are abandoned, partially destroyed or are permitted to remain in a state of partial destruction or disrepair. Such specialty structures include, but are not limited to, the following: tanks for gas or liquids, lateral support structures and bulkheads, utility high-voltage towers and poles, utility high-rise support structures, electronic transmitting antennas and towers, structures which support or house mechanical and utility equipment and are located above the roof lines of existing buildings, high-rise freestanding chimneys and smokestacks, and recreational structures such as tennis courts and cabanas.
- (30) Any personal property or structure that obstructs or encroaches on any public property, including, but not limited to, any public alley, highway, land, sidewalk, street or other right-of-way, unless a valid encroachment permit or other city approval has been issued authorizing said encroachment or obstruction.
- (31) The presence of graffiti or other defacement of real or personal property on a building, structure or vehicle, or portion thereof, or the presence of graffiti on a building, structure, or vehicle that has been painted over with a color that does not match the exterior of the remaining portion of the building or structure, in such instances where the paint, graffiti, or defacement is visible from a public right-of-way or from private real property.
- (32) Storage of hazardous or toxic materials or substances, as so classified by any local, state or federal laws or regulations, on real property in such a manner as to be injurious, or potentially injurious or hazardous, to the public health, safety or welfare, or to adjacent properties, or that otherwise violates local, state or federal laws or regulations.
- (33) Accumulations of grease, oil, or other hazardous material on paved or unpaved surfaces, driveways, buildings, walls, or fences that are not stored in accordance with applicable laws.

- (34) The disposing of, depositing of, or discharge of any substance or material other than stormwater which enters, or could possibly enter, the city's storm sewer system in violation of the Eastvale Municipal Code.
- (35) Maintenance of any tarpaulin (plastic, vinyl, canvas, or other similar material) or similar covering on or over any graded surface or hillside, except in the following circumstances:
  - a. A state of emergency has been declared by local, county, state, or federal officials directly impacting the area to be covered; and/or
  - b. Covering with a tarp performed pursuant to an active building or grading permit.
- (36) Maintenance of any tarpaulin (plastic, vinyl, canvas, or other similar material) or similar covering on or over any roof of any structure visible from a public place, except during periods of active rainfall, or when specifically permitted under an active roofing or building permit.
- (37) Maintenance of any tarpaulin (plastic, vinyl, canvas, or other similar non-durable material) or similar covering attached to, affixed to, or located on a fence for purposes of screening or for providing shade, except as otherwise approved pursuant to a current and valid city approval or permit.
- (38) The keeping, maintaining, or suffering of any animal, reptile, or insect in a manner that poses a threat, disturbance, or menace to persons or property, or in such a manner or quantity that otherwise violates any provision of the Eastvale Municipal Code.
- (39) Any noise that is made, generated, produced, or continued (whether from a human, animal, or device) in such a manner that it unreasonably disturbs the peace and quiet of any neighborhood of which causes any discomfort or annoyance to any reasonable person of normal sensitivities, or that otherwise violates any provision of the Eastvale Municipal Code, including the noise limits set forth in the Eastvale Zoning Code, or that violates the general plan (public safety element). Factors which shall be considered in determining whether the noise is a nuisance shall include, but not be limited to the following:
  - a. The volume of the noise;
  - b. The intensity of the noise;
  - c. Whether the nature of the noise is usual or unusual;
  - d. Whether the origin of the noise is natural or unnatural;
  - e. The volume and intensity of the background noise, if any;
  - f. The proximity of the noise to residential sleeping facilities;
  - g. The nature of the zoning of the area from which the noise emanates;
  - h. The density of inhabitation of the area from which the noise emanates;
  - i. The time of day or night the noise occurs;
  - j. The duration of the noise;
  - k. Whether the noise is recurrent, intermittent, or constant;
  - l. Whether the noise is produced by commercial or noncommercial activity; and
  - m. Whether the noise is a consequence or expected result of an otherwise lawful use.
- (40) Construction activities that occur outside of the approved hours of construction as set forth in Chapter 8.52 of the Code or on a permit or other city entitlement as issued the building official, planning commission, or city council, or as otherwise prohibited by the Eastvale Building Code.

- (41) Maintenance of premises so out of harmony or conformity with the maintenance standards of properties in the vicinity as to cause, or that tends to cause, substantial diminution of the enjoyment, use, or property values of such properties in the vicinity.
- (42) Any condition recognized in local or state law or in equity as constituting a public nuisance, or any condition existing on real property that constitutes, or tends to constitute, blight, or that is a health or safety hazard to the community or neighboring properties.
- (b) Any dangerous building, unsafe building, unsafe structure, substandard building, or substandard property as defined by the Uniform Code for the Abatement of Dangerous Buildings, Uniform Housing Code, California Building Code, or California Residential Code, as adopted and amended by the Eastvale Municipal Code.
- (c) Any building or structure, or portion thereof, or the premises on which the same is located, in which there exists any of the conditions listed in Health and Safety Code § 17920.3, and any future amendments thereto.
- (d) Any building or structure used by any person to engage in acts which are prohibited pursuant to the laws of the United States or the State of California, the provisions of the Eastvale Municipal Code, or any other ordinance of the city, including, but not limited to, the following acts:
  - (1) Unlawful possession, use, and/or sale of controlled substances;
  - (2) Prostitution; and/or
  - (3) Unlawful gambling.
- (e) Any condition, use, or activity that constitutes a public nuisance as defined by Civil Code § 3479 or 3480, and any future amendments thereto.
- (f) Any building, structure, or use of real property that violates or fails to comply with:
  - (i) Any applicable approval, permit, license, or entitlement or condition relating thereto;
  - (ii) Any ordinance of the city, including, but not limited to, any provision of this Code; or
  - (iii) Any applicable county, state, or federal law or regulation.

**Sec. 8.18.040 - Penalty.**

- (a) Notwithstanding any other provision of the Eastvale Municipal Code to the contrary, any person who causes, permits, suffers, or maintains a public nuisance, or any person who violates any provision of this chapter, or who fails to comply with any obligation or requirement of this chapter, is guilty of a misdemeanor offense punishable in accordance with section 1.01.220. A criminal prosecution and/or civil litigation may be initiated without the commencement of the nuisance abatement procedures outlined in article II of this chapter.
- (b) Any person who causes, permits, suffers, or maintains a public nuisance, or any person who violates any provision of this chapter, or who fails to comply with any obligation or requirement of this chapter, shall alternatively be subject to an administrative penalty/fine imposed in accordance with the provisions of chapter 8.17 of this Code.
- (c) Each person shall be guilty of a separate offense for each and every day, or part thereof, during which a violation of this chapter, or of any law or regulation referenced herein, is allowed, committed, continued, maintained or permitted by such person, and shall be punishable accordingly.

**Article II. - Administrative Procedures for Abatement of Nuisances**

**Sec. 8.18.050 - Abatement of public nuisances.**

All conditions or uses that constitute a public nuisance as defined in article I of this chapter, or that are contrary to, or in violation of, any other provision or requirement of the Eastvale Municipal Code or any license, permit, or entitlement issued pursuant thereto, or of any applicable county or state law, or regulation thereof, which shall also constitute a public nuisance, shall be abated by repair, rehabilitation, demolition, removal or termination. The procedures for abatement in this article shall not be exclusive and shall not, in any manner, limit or restrict the city from pursuing any other remedies available at law, whether civil, equitable or criminal, or from enforcing city codes and adopted ordinances, or from abating or causing abatement of public nuisances, in any other manner provided by law.

**Sec. 8.18.060 - Continuing obligation of responsible persons to abatement a public nuisance.**

- (a) No person shall allow, cause, create, permit, suffer or maintain a public nuisance to exist on his premises. If public nuisances do arise or occur, responsible persons shall promptly abate them by repair, rehabilitation, demolition, repair, removal or termination with all required city approvals, permits and inspections, when applicable.
- (b) The city may exercise its administrative, civil/injunctive and criminal remedies, or any one or combination of these remedies, to compel responsible persons to abate a public nuisance when, in its judgment, such persons have not completed nuisance abatement actions in a timely or proper manner, or when responsible persons have failed to prevent an occurrence or recurrence of a public nuisance.

**Sec. 8.18.070. - Notice of public nuisance and intention to abate with city personnel.**

- (a) Whenever a code enforcement officer or other public official determines that city personnel may need to abate a public nuisance, he or she shall serve a written notice of public nuisance and intention to abate with city personnel (hereafter in this section and in subsequent sections of this chapter, the "notice of abatement") on the responsible persons that contains the following provisions:
  - (1) The address of the real property on which the nuisance condition exists.
  - (2) A description of the nuisance condition.
  - (3) A reference to the law describing or prohibiting the nuisance condition.
  - (4) A brief description of the required corrective actions; and
  - (5) A compliance period in which to complete the nuisance abatement actions (with all required city approvals, permits and inspections, when applicable).
  - (6) The period and manner in which a responsible person may contest the notice of abatement as set forth in section 8.18.120. No such right shall exist when the city is not seeking to establish the right to abate a public nuisance with city forces or contract agents.
  - (7) A statement that the city may record a declaration of substandard property with the Riverside County Recorder's Office against the premises if the public nuisance is not fully abated or corrected (with all required approvals, permits and inspections), as determined by the city, with the compliance period specified in the notice of abatement, provided that a timely appeal therefrom has not been made.
- (b) The procedure in subsection (a) of this section shall not apply to public nuisances constituting an imminent hazard. In such instances, the provisions in section 8.18.180, pertaining to emergency action to abate an imminent hazard, shall be followed.
- (c) The city's election to issue a notice of abatement pursuant to this section shall not excuse responsible persons from their continuing obligation to abate a public nuisance in accordance with all applicable laws, regulations and legal requirements. Furthermore, the issuance of a notice of abatement shall not obligate the city to abate a public nuisance.

**Sec. 8.18.080 - Additional requirements for demolition of buildings or structures.**

- (a) The city shall provide responsible persons with a reasonable period of time, as determined by the city, to elect between options of repair, rehabilitation, or demolition, as well as a reasonable period of time, as determined by the city, to complete any of these options before city personnel abate a public nuisance by demolishing a building or structure pursuant to article 2 of this chapter.
- (b) The city shall serve a notice of abatement by first class mail on all secured lienholders of record with the Riverside County Recorder's Office in the event abatement actions include demolition of a building or structure.
- (c) Notwithstanding the provisions of section 8.18.130, entry onto any real property to abate a public nuisance by demolition of a building or structure, excepting in cases involving an imminent hazard, shall be pursuant to a warrant or other order issued by a court of competent jurisdiction.
- (d) The provisions of this section shall not apply if demolition is required to address an imminent hazard. In such situation, the provisions of section 8.18.180, pertaining to emergency action to abate an imminent hazard, shall apply.

**Sec. 8.18.090 - Notice and order to vacate buildings, structures, or premises.**

- (a) If the building official, fire chief, health official, or their designees determine that a public nuisance exists at real property (or any buildings or structures thereon) to such an extent that said property (or any building or structure thereon) is immediately dangerous to the life, limb, property, or safety of the occupants of the property or the general public (including emergency service personnel), the building, structure, or premises shall be ordered to be vacated.
- (b) If any building, structure, or premises is ordered vacated pursuant to subsection (a) of this section, the notice of abatement issued pursuant to section 8.18.070, in addition to the information required pursuant to section 8.18.070, shall include:
  - (1) A determination that the building official, fire chief, and/or health official (or designees thereof) has determined that the property (and/or any building or structure thereon) constitutes an immediate danger to the life, limb, property, or safety of the occupants of the property or the general public;
  - (2) A reference to the specific premises, buildings and/or structures, or portions thereof, which is/are being ordered vacated;
  - (3) The date and/or time when the order to vacate (and/or to not enter) becomes effective;
  - (4) An appeal of a Notice of Abatement does not stay an order to vacate; and
  - (5) Language that substantially states that:

"No person shall remain in or enter any building or structure that has been ordered vacated until authorized to do so by the building official, fire chief, and/or health official. No person shall remove, alter, or deface this notice after it has been posted at the property referenced herein until all required repairs, demolition, or removal have been completed in accordance with this notice and until such time as the removal of this notice has been authorized by the building official, fire chief, and/or health official. Any person violating this order to vacate shall be guilty of a misdemeanor."

**Sec. 8.18.100. - Sample notice of abatement.**

- (a) The notice of abatement shall be written in a form that is substantially consistent with the following:

Notice of Public Nuisance(s) and Intention to Abate with City Personnel  
 ("Notice of Abatement")  
 [Date]

_____	[Responsible Person(s)]
-------	-------------------------

_____	[Mailing Address]
_____	[City, State and Zip Code]

Re:	Real Property at
	_____, Eastvale, CA
	Riverside County A.P.N.:
	_____
	Legal description [Optional]:
	_____

Notice is hereby given that the following public nuisance conditions or activities exist on the premises described above:

- (1) \_\_\_\_\_ [Describe condition or activities] \_\_\_\_\_  
in violation of Eastvale Municipal Code [as well as County and State laws, if applicable] Section(s) \_\_\_\_\_.
- (a) \_\_\_\_\_ Required Corrective Action(s):  
\_\_\_\_\_  
(with all required permits, approvals and inspections).
- (b) \_\_\_\_\_ Required Completion Date:  
\_\_\_\_\_

[Repeat (1 a-b) for each additional public nuisance to be included in this notice.]

The foregoing public nuisance conditions are subject to abatement by repair, rehabilitation, demolition, removal or termination.

Please take further notice that you may appeal this notice of abatement by filing an appeal on a city-approved form with the city clerk's office (located at [insert street address], Eastvale, CA) within ten calendar days of service of this notice. No fee shall be due for the filing of an appeal. Failure of the city clerk to receive a timely appeal constitutes a waiver of your right to any further administrative appeal and renders the notice of abatement final and binding. A written request for an appeal shall contain the following information, as well as any other information deemed necessary for the processing of the appeal by the city manager or designee:

- (1) Name, address, and telephone number of each responsible party who is appealing the notice of abatement (hereinafter, "appellant"), as well as relationship of appellant to the public nuisance described in the notice of abatement.

- (2) Address and description of real property upon which the city intends to enter and abate a public nuisance.
- (3) Date of notice of abatement being appealed.
- (4) Specific action or decision being appealed.
- (5) Grounds for appeal in sufficient detail to enable the hearing officer to understand the nature of the controversy.
- (6) The signature of at least one appellant.

Following appeal, in the case of a final decision by the city, judicial review of this decision is subject to the provisions and time limits set forth in California Code of Civil Procedure §§ 1094.6 et seq.

Please take further notice that, if the public nuisance violations are not abated within the time specified in this notice and a timely appeal is not made, such nuisance may be abated by city employees, representatives or contract agents (hereafter "city personnel") in the manner stated in this notice of abatement. On such occasions, all costs of the abatement, including, but not limited to, those stated in Chapter 8.18 of the Eastvale Municipal Code shall be assessed against the responsible persons and/or the subject property as a lien or as a special assessment or as otherwise allowed by law.

Please take further notice that the city may record a declaration of substandard property with the Riverside County Recorder's Office against the premises if the public nuisance is not fully abated or corrected (with all required approvals, permits and inspections), as determined by the city, in the manner and time set forth in this notice of abatement and provided that a timely appeal therefrom has not been made.

Please take further notice that, in the event of abatement by city personnel, all buildings, structures, and/or personal property constituting a public nuisance may be removed from the subject premises or from public property and destroyed or disposed of, without regard to its actual or salvage value.

Dated: This \_\_\_ day of \_\_\_\_\_, 20\_\_\_. ;sigl; \_\_\_\_\_  
Public Official [Name and Title]

[End of Form]

- (b) A notice of abatement shall be deemed in substantial compliance with this section regardless of form if all substantive information is contained in such notice of abatement.

**Sec. 8.18.110 - Service of notice.**

- (a) Except as otherwise expressly required by a provision of this chapter, any notice required by this chapter may be served by personal delivery to any responsible person or by first class mail. The date of service shall be the date it is personally delivered or placed in a U.S. Postal Service receptacle. Failure of any responsible person to receive a properly addressed notice of abatement by mail shall not invalidate any action or proceeding pursuant to this chapter.
  - (1) In addition to being served upon a responsible party in accordance with subsection (a) of this section, any notice of abatement that includes an order to vacate shall also be posted at or upon the main exit of the building or structure being ordered vacated or at another prominent location if the entire property is being ordered vacated.
- (b) Except as otherwise expressly required by a provision of this chapter, any notice issued to an owner of real property shall be sent to the mailing address on the last equalized assessment roll of the Riverside County Assessor's Office. Failure of any owner to receive a properly addressed notice by mail shall not invalidate any action or proceeding pursuant to this chapter.

**Sec. 8.18.120. - Right of appeal from a notice of abatement.**

- (a) A responsible person may contest a notice of abatement by filing a written request for an appeal on a city-approved form with the city clerk's office within ten calendar days of service of the notice of abatement. No fee shall be due for the filing of an appeal.
  - (1) The filing of a request for an appeal shall not stay an order to vacate any building, structure, or premises issued by the building official, fire chief, and/or health official in accordance with the provisions of this chapter.
- (b) A written request for an appeal shall contain the following information:
  - (1) Name, address, and telephone number of each responsible party who is appealing the notice of abatement (hereinafter, "appellant").
  - (2) Address and description of real property upon which the city intends to enter and abate a public nuisance.
  - (3) Date of notice of abatement being appealed.
  - (4) Specific action or decision being appealed.
  - (5) Grounds for appeal in sufficient detail to enable the hearing officer to understand the nature of the controversy.
  - (6) The signature of at least one appellant.
- (c) Failure of the city clerk to receive a timely appeal constitutes a waiver of the right to contest a notice of abatement and a failure to exhaust all administrative remedies. In this event, the notice of abatement is final and binding.
- (d) The provisions of this section only apply to instances where the city has elected to establish the right, but not the obligation, to abate public nuisances with city personnel. In no event does this chapter limit the right of city officials to issue alternative written or oral notices of Code violations to responsible persons or to cause the abatement of public nuisances in a different manner, including, without limitation, by court orders arising from the city's exercise of its criminal or civil remedies. In such instances, a responsible person shall receive a right to hearing and other due process rights through the court process.

**Sec. 8.18.130. - Consequence of an untimely appeal.**

- (a) If a timely appeal is not received by the city clerk, the right to appeal is waived and the notice of abatement is final and binding. In such instances, the city may, without any administrative hearing, cause the abatement with city personnel of any or all of the nuisance conditions or activities stated in the notice of abatement. Entry onto private real property that is both improved and occupied shall, excepting instances of an imminent hazard, be pursuant to a warrant or other order from a court of competent jurisdiction. The city shall follow the administrative procedures stated in this chapter for recovery of all abatement costs, fees and expenses (incidental or otherwise).
  - (1) Nothing in this chapter shall prevent the city from seeking an order of restitution for abatement costs from a court of competent jurisdiction in connection with a civil or criminal judicial proceeding.
- (b) Nothing contained in this chapter shall obligate the city to undertake abatement actions pursuant to a notice of abatement, whether or not there is a timely appeal.

**Sec.8.18.140 - Abatement by responsible person prior to hearing.**

- (a) Any responsible person shall have the right to abate a nuisance in accordance with the notice of abatement at his or her own expense, provided all corrective actions are completed with all required city permits, approvals and inspections, prior to the date the matter is set for a hearing.
- (b) A hearing shall be cancelled if all nuisance conditions or activities are, as determined by the city, fully and lawfully abated prior thereto.

**Sec. 8.18.150 - Review by hearing officer.**

- (a) Any responsible person who contests a notice of abatement shall, subject to filing a timely appeal, obtain review thereof before a hearing officer. The administrative appeal shall be scheduled no later than 60 calendar days, and no sooner than ten calendar days, after receipt of a timely filed request for appeal. The appellants listed on the written request for an appeal shall be notified in writing of the date, time, and location of the hearing at least ten calendar days prior to the date of the hearing.
- (b) Any request by an appellant to continue a hearing must be submitted to the city clerk in writing no later than two business days before the date scheduled for the hearing. The hearing officer may continue a hearing for good cause or on his/her own motion; however, in no event may the hearing be continued for more than 30 calendar days without stipulation by all parties.
- (c) At the place and time set forth in the notification of appeal hearing, the hearing officer shall hear and consider the testimony of the appealing person, the issuing officer, and/or their witnesses, as well as any documentary evidence presented by these persons concerning the alleged public nuisances.
- (d) Appeal hearings are informal, and formal rules of evidence and discovery do not apply. The city bears the burden of proof to establish a nuisance exists by a preponderance of evidence. The issuance of a notice of abatement shall constitute prima facie evidence of the violation and the code enforcement officer who issued the notice of abatement is not required to participate in the appeal hearing. The appellant, and the enforcement officer issuing the notice, if present, as well as all other responsible persons, shall have the opportunity to present evidence and to present and cross-examine witnesses. The appellant and the enforcement officer issuing the notice of abatement, or other responsible persons, may represent themselves or be represented by anyone of their choice. The appellant, or other interested persons, may bring an interpreter to the hearing at his sole expense. The city may, at its discretion, record the hearing by stenographer or court reporter, audio recording, or video recording. The hearing officer may question any person who presents evidence or who testifies at any hearing.
- (e) If the appellant fails, or other responsible persons fail, to appear at the appeal hearing and to submit any admissible evidence demonstrating the non-existence of the alleged nuisances, the hearing officer shall cancel the hearing and send a notice thereof to the responsible persons by first class mail to the addresses stated on the appeal form. A cancellation of a hearing due to non-appearance of the appellant shall constitute the appellant's waiver of the right to appeal and a failure to exhaust all administrative remedies. In such instances, the notice of abatement is final and binding.

**Sec. 8.18.160 - Decision of hearing officer; order of abatement.**

- (a) Not later than 15 calendar days following conclusion of the hearing, the hearing officer shall determine if any nuisance condition exists at the subject property. If the hearing officer determines that each nuisance condition described in the notice of abatement is non-existent, the notice of abatement shall be deemed cancelled. If the hearing officer determines that one or more of the nuisance conditions described in the notice of abatement exists, he/she shall issue a written order of abatement which shall contain the following:
  - (1) A finding and description of each nuisance condition existing at the subject property.
  - (2) The name of each person responsible for a nuisance condition or conditions at the subject property, as well as the name of any person who is not responsible therefor.
  - (3) The required corrective action and a compliance period for each unabated nuisance condition.
  - (4) Any other finding, determination or requirement that is relevant or related to the subject matter of the appeal.
  - (5) The following statement:

"The decision of the hearing officer is final, conclusive, and binding. Judicial review of this decision is subject to the provisions and time limits set forth in California Code of Civil Procedure sections 1094.6 et seq."
- (b) Notwithstanding any provision of the Code to the contrary, the decision of the hearing officer is final, conclusive, and binding.

- (c) A copy of the decision shall be served by first class mail on each responsible person to whom the notice of abatement was issued. If the owner is not an appellant, a copy of the order of abatement shall also be served on the owner by first class mail to the address shown on the last equalized assessment roll. Failure of a person to receive a properly addressed decision shall not invalidate any action or proceeding by the city pursuant to this chapter.

**Sec. 8.18.170 - Abatement of nuisance by responsible persons prior to city abatement actions.**

- (a) Any responsible person shall have the right to fully abate a nuisance in accordance with the hearing officer's decision prior to the date of entry of city personnel upon the subject real property, provided that all corrective actions are completed with all required city permits, approvals and inspections, prior to said entry date. In such instances, all administrative proceedings shall be cancelled, with the exception of the city's right to seek recovery of its incurred incidental expenses, code enforcement fees, and attorney's fees as provided by and pursuant to the provisions of this chapter.
- (b) Once the city enters a subject real property to abate a public nuisance, it shall have the right to complete this action.
- (c) It is unlawful and a misdemeanor for any person to obstruct, impede, or interfere with city personnel in the performance of any act that is carried out to abate a public nuisance.
- (d) All buildings, structures, and/or personal property that are removed by city personnel from premises in the abatement of a nuisance shall be lawfully disposed of or destroyed without regard to its actual or salvage value, if any.

**Sec. 8.18.180 - Emergency action to abate an imminent hazard.**

- (a) Notwithstanding any provision of the Eastvale Municipal Code to the contrary, the police chief, the fire chief, health official, and/or the building official, or any of their designees, may cause a public nuisance to be summarily abated if it is determined that the nuisance creates an imminent hazard to a person or persons, or to other real or personal property.
- (b) Prior to abating a nuisance that creates an imminent hazard, the city manager shall attempt to notify a responsible person by telephone or in writing of the imminent hazard and request its abatement by said person; provided, however, that the city manager may dispense with any attempt at prior notification of a responsible person if, in the sole discretion of the city manager, the nature or severity of the hazard does not reasonably allow for such prior notification. If notice has been so given, but, in the sole discretion of the city manager, the responsible person fails to take immediate and meaningful steps to abate the imminent hazard, the city may abate the nuisance with city personnel without further notice, and charge the costs and fees thereof to the responsible person.
- (c) Within ten business days following the conclusion of emergency action by city personnel to abate an imminent hazard, the city shall serve any responsible person with a notice of emergency abatement by city personnel of an imminent hazard by first class mail. Notice to a property owner shall be mailed to the mailing address set forth in the last equalized assessment roll of the Riverside County Assessor's Office. Failure of any responsible person to receive a properly addressed notice of emergency abatement by city personnel of an imminent hazard by mail shall not invalidate any action or proceeding pursuant to this chapter.
- (d) A notice of emergency abatement by city personnel of an imminent hazard shall contain the following provisions:
  - (1) The name of all known responsible persons who are being served with the notice of emergency abatement by city personnel of an imminent hazard and the address of the real property on which the imminent hazard was present.
  - (2) A brief description of the condition(s) and reasons why it constituted an imminent hazard.
  - (3) A brief description of the law prohibiting or pertaining to the imminent hazard.
  - (4) A brief description of the actions city personnel took to abate the imminent hazard.

- (e) Omission of any of the foregoing provisions in a notice of emergency abatement by city personnel of an imminent hazard, whether in whole or in part, or the failure of a responsible person to receive said notice, or the failure of the city to issue said notice in a timely fashion, shall not render it defective or render any proceeding or action pursuant to this chapter invalid.
- (f) Emergency abatement of an imminent hazard by city personnel shall not preclude the city from recording a declaration of substandard property in accordance with the provisions of section 8.18.260, if conditions thereafter remain at the premises that constitute a violation of law or a public nuisance.
- (g) The city shall be entitled to recover its fees and costs (incidental or otherwise) for the abatement of an imminent hazard. In such instances, the city shall follow the procedures set forth in this chapter.

**Sec. 8.18.190 - Combination of notices.**

The notices that are authorized by this chapter may be combined in the discretion of the city.

**Sec. 8.18.200 - Establishment of costs of abatement.**

- (a) The city shall keep an accounting of the abatement costs.
- (b) The city shall serve a statement of abatement costs on the responsible persons within 90 calendar days of the city's completion of nuisance abatement actions. Service of this statement may be made in the manner provided for in section 8.18.110.
- (c) Unless a timely contest of the statement of abatement costs is filed, a responsible person shall tender the abatement costs in U.S. currency to the city within 30 calendar days of the date of service of the statement of abatement costs.
- (d) A responsible person has the right to contest a statement of abatement costs by filing a written request for contest with the city clerk's Office within ten calendar days of service of the statement of abatement costs.
  - (1) A written request for contest shall contain the following information:
    - a. Name, address, telephone number, and signature of each responsible person who is contesting the statement of abatement costs.
    - b. Address and description of the real property upon which the city abated a public nuisance.
    - c. Date of the statement of abatement costs being appealed.
    - d. Description of the specific abatement costs being contested, and a statement of the grounds for contest in sufficient detail to enable the city council to understand the nature of the controversy.
  - (2) No fee shall be due for the filing of a request for contest of the statement of abatement costs.
- (e) Failure of the city clerk to receive a timely appeal request for contest constitutes a waiver of the right to contest a statement of abatement costs. In this event, the statement of abatement costs is final and binding, and the city may proceed to collect its abatement costs as contained in a final statement of abatement costs in any manner allowed by law.
- (f) If a timely request for contest is received by the city clerk, a hearing shall be set before the city manager or designee thereof no later than 60 calendar days, and no sooner than ten calendar days of receipt of the request for contest. A notice of the date, time and location of the hearing shall be served on all responsible persons who contested the statement of abatement costs by first class mail to the addresses stated on the request form at least ten calendar days prior to the hearing. Failure of a person requesting a contest to receive a properly addressed notice shall not invalidate any action or proceeding by the city pursuant to this chapter.
- (g) Any request by an appellant to continue a hearing must be submitted to the city clerk in writing no later than five business days before the date scheduled for the hearing. The city manager may

continue a hearing for good cause or on his/her own motion; however, in no event may the hearing be continued for more 60 calendar days without stipulation by all parties.

- (h) At the time and place fixed for receiving and considering the request to contest the statement of abatement costs, the city manager shall hear and pass upon the evidence submitted by city personnel, together with any objections or protests raised by responsible persons liable for said costs. Testimony and evidence shall be limited to issues related to the abatement costs, and no person shall be permitted to present evidence or testimony challenging the existence of a public nuisance or the manner of abatement as described in the notice of abatement. Thereupon, the city manager may make such revision, correction or modification to the statement as he or she may deem just, after which the statement, as it is submitted, or as revised, corrected or modified, shall be confirmed. The hearing may be continued from time to time.
- (i) Notwithstanding any provisions of the Code to the contrary, the decision of the city manager is final, conclusive, and binding.
- (j) The city clerk shall cause a confirmed statement of abatement costs to be served upon all persons who contested the original statement by first class mail to the addresses stated on the request form. The city clerk shall cause a confirmed statement of abatement costs to be served on the owner of the property on which city personnel abated a public nuisance by first class mail to the address shown on the last equalized assessment roll (irrespective of whether the owner contested the statement of abatement costs). This document shall also contain the following statement:

"The determination of the city manager is final and binding. Judicial review of the this decision is subject to the provisions and time limits set forth in California Code of Civil Procedure sections 1094.6 et seq."
- (k) Failure of a person to receive a properly addressed confirmed statement shall not invalidate any action or proceeding by the city pursuant to this chapter.
- (l) A responsible person shall tender the abatement costs in U.S. currency to the city within 45 calendar days of the date of service of the confirmed statement of abatement costs. The city may thereafter proceed to collect its abatement costs as contained in the confirmed statement of abatement costs in any manner allowed by law.

**Sec. 8.18.210 - Collection of abatement costs by special assessment.**

- (a) The city may cause a special assessment to be made upon real property upon which a public nuisance was abated pursuant to Government Code § 38773.5, and future amendments thereto, in the event a statement of abatement costs or a confirmed statement of abatement costs is not paid in a timely manner.
- (b) A notice of special assessment shall be sent to the owners of the subject real property by certified mail at the time the assessment is the imposed which shall contain the following recitals:

The property may be sold after three years by the tax collector for unpaid delinquent assessments. The tax collector's power of sale shall not be affected by the failure of the property owner to receive notice. The assessment may be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary municipal taxes. All laws applicable to the levy, collection and enforcement of municipal taxes shall be applicable to the special assessment. However, if any real property to which the cost of abatement relates has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrancer for value has been created and attaches thereon, prior to the date on which the first installment of the taxes would become delinquent, then the cost of abatement shall not result in a lien against the real property but instead shall be transferred to the unsecured roll for collection.
- (c) The city attorney or city prosecutor shall establish the notice of special assessment form for use, or consideration by, the tax collector in collecting a special assessment.

- (d) The notice of special assessment shall be entitled to recordation with the Riverside County Recorder's Office.
- (e) The amount of a special assessment shall also constitute a personal obligation of the property owners of land upon which the nuisance was abated.

**Sec. 8.18.220 - Collection of costs of abatement by nuisance abatement lien.**

- (a) As an alternative to the procedure contained in section 8.18.210, the city may cause a nuisance abatement lien to be recorded upon real property upon which a public nuisance was abated pursuant to Government Code § 38773.1, and future amendments thereto, in the event a statement of abatement costs or a confirmed statement of abatement costs is not paid in a timely manner.
- (b) A lien shall not be recorded prior to serving the owner of record of the parcel of land on which the public nuisance is maintained, with a notice. This document shall be served in the same manner as a summons in a civil action in accordance with chapter 3 (commencing with section 415.10) of chapter 4 of Title 5 of part 2 of the Code of Civil Procedure. If the owner of record, after diligent search cannot be found, the notice may be served by posting a copy thereof in a conspicuous place upon the property for a period of ten days and publication thereof in a newspaper of general circulation published in Riverside County pursuant to Government Code § 6062.
- (c) The nuisance abatement lien shall be recorded in the county recorder's office in the county in which the parcel of land is located and from the date of recording shall have the force, effect, and priority of a judgment lien.
- (d) A nuisance abatement lien authorized by this section shall specify the amount of the lien for the City of Eastvale, the name of the city department or chapter on whose behalf the lien is imposed, the date of the abatement actions, the street address, legal description and assessor's parcel number of the parcel on which the lien is imposed, and the name and address of the recorded owner of the parcel.
- (e) In the event that the lien is discharged, released, or satisfied, either through payment or foreclosure, notice of the discharge containing the information specified in subsection (d) of this section shall be recorded by the city. A nuisance abatement lien and the release of the lien shall be indexed in the grantor-grantee index.
- (f) A nuisance abatement lien may be foreclosed by an action brought by the city for a money judgment.
- (g) The city may recover from the property owner any costs incurred regarding the processing and recording of the lien and providing notice to the property owner as part of its foreclosure action to enforce the lien.
- (h) The amount of a nuisance abatement lien shall also constitute a personal obligation of the property owners of land upon which the nuisance was abated.

**Sec. 8.18.230 - Restitution of abatement costs in judicial proceedings.**

Nothing in this chapter shall prevent the city from seeking an order of restitution for abatement costs from a court of competent jurisdiction in connection with a civil or criminal judicial proceeding seeking the abatement of a public nuisance.

**Sec. 8.18.240 - Treble the costs of abatement.**

Pursuant to Government Code § 38773.7 (or any subsequent amendment thereto), upon entry of a second or subsequent civil or criminal judgment within a two-year period finding that an owner of property is responsible for a public nuisance except for public nuisance conditions abated pursuant to Health and Safety Code § 17980 ("State Housing Law"), the court may order that person to pay treble the costs of the abatement.

**Sec. 8.18.250 - Violations and penalties.**

- (a) Any person who remains in or enters any building or structure that has been ordered to be vacated pursuant to the provisions of this chapter is guilty of a misdemeanor offense punishable in accordance with section 1.01.220.
- (b) Any responsible person who fails to comply with an order of abatement by completing each of the requisite corrective actions in the manner and time set forth in the order of abatement is guilty of a misdemeanor offense punishable in accordance with section 1.01.220.
- (c) Any person who obstructs, impedes, or interferes with any representative of the city engaged in vacating, repairing, rehabilitating, or demolishing and removing any property pursuant to the provisions of this chapter is guilty of a misdemeanor offense punishable in accordance with section 1.01.220.
- (d) Any person who defaces, alters, or removes any notice or order posted as required in this chapter is guilty of a misdemeanor offense punishable in accordance with section 1.01.220.
- (e) Each person shall be guilty of a separate offense for each and every day, or part thereof, during which a violation of this chapter, or of any law or regulation referenced herein, is allowed, committed, continued, maintained or permitted by such person, and shall be punishable accordingly.

### **Article III. - Recordation**

#### **Sec. 8.18.260. - Declaration of substandard property.**

- (a) Notwithstanding any provision of the Eastvale Municipal Code to the contrary, if the city determines that any property, building or structure, or any part thereof, is in violation of any provision of the Eastvale Municipal Code and said violation has not been fully abated or corrected, as determined by the city, in the manner and time provided in any written notice to a responsible person, then the city, in its sole discretion, may record a declaration of substandard property with the Riverside County Recorder's Office against said premises. As used herein, the term "fully abated or corrected" includes the procurement of all required city approvals, permits, licenses and the passage of all city-required inspections.
- (b) A declaration of substandard property shall not be recorded unless the city has first issued a written notice (in any form) to the owner of real property (i) identifying and requiring correction of a public nuisance condition, and (ii) disclosing that a declaration of substandard property may be recorded against the real property if the public nuisance conditions are not fully abated or corrected in the manner and time delineated in said notice, as determined by the city.
  1. If the notice required pursuant to this paragraph (b) was comprised of a notice of abatement as defined in this chapter or of an administrative citation issued pursuant to chapter 8.17 of this Code, a declaration of substandard property shall not be recorded unless the notice of abatement and/or administrative citation is deemed a final and binding city decision.
- (c) The form that constitutes a declaration of substandard property shall be approved by the city attorney or the city prosecutor.
- (d) The city shall record a notice of rescission of declaration of substandard property with the Riverside County Recorder's Office within ten business days of its determination that a violation or a public nuisance has been fully abated or corrected.
- (e) The city shall cause copies of recorded declarations of substandard property and notices of rescission of declaration of substandard property to be served on all persons having an ownership interest in the subject real property as shown in the last equalized assessment roll of the Riverside County Assessor's Office. Service thereof shall be by first class mail. Failure of any person to receive such notices shall not invalidate any action or proceeding pursuant to this chapter.

#### **Sec. 8.18.270. - Code enforcement fees.**

- (a) Pursuant to Government Code § 54988 and Health and Safety Code § 17951 (and any successor statute thereto), the Eastvale Building Code, and any other applicable local, state, or federal law, as well as by the city's police powers as authorized by the California Constitution, the city may charge

and collect code enforcement fees from responsible persons who cause, allow, permit, suffer, or maintain a violation in or upon any real property located within the city to defray the city's costs of code enforcement actions. Such fees shall not exceed the amount reasonably required to achieve this objective and are chargeable whether the city's code enforcement actions occur in the absence of formal administrative or judicial proceedings, as well as prior to, during, or subsequent to, the initiation of such proceedings.

The fees imposed pursuant to this section shall be in addition to any other fees or charges that responsible persons may owe in accordance with any other provision of the this Code, or which are imposed pursuant to County, State or Federal laws or regulations.

- (b) The city shall keep an accounting of the code enforcement fees and shall serve a statement of code enforcement fees upon the responsible persons. The issuance, service, and contest of a statement of code enforcement fees and the payment and collection of code enforcement fees shall be made in the same manner and in the same time frames as for the issuance, service, and contest of a statement of abatement costs and for the payment and collection of abatement costs as set forth in sections 8.18.200 through 8.18.230.
- (c) The city manager, or a designee thereof, is authorized to establish regulations for the uniform imposition of code enforcement fees and for related administrative actions pertaining to such fees.
- (d) Code enforcement fees shall also be recoverable in conjunction with any action, administrative proceeding, judicial proceeding, or special proceeding to cause the abatement or cessation of, or otherwise to remove a violation or a public nuisance, and is not limited to those proceedings wherein city personnel perform the necessary abatement actions.
- (f) Failure to pay code enforcement fees shall constitute a debt that is collectible in any manner allowed by law, including, but not limited to, the recordation of a lien with the county recorder's office and/or with the California Franchise Tax Board Inter-Agency Offset Program (pursuant to Government Code § 12419.10). The city may also withhold or deny the issuance or renewal of any city license, permit, or other entitlement for any property or business, or condition the final approval of any license, permit, or other entitlement upon payment of code enforcement fees, when code enforcement fees imposed upon the applicant pursuant to this section as a result of a code violation at said property or business remain unpaid.
  - (1) In every instance where an owner or other responsible person is required to obtain a permit, approval, license or entitlement under any provision of the Eastvale Municipal Code in connection with the abatement of a violation, the city may condition the issuance of said permit, approval, license or entitlement on the prior payment of all outstanding code enforcement fees.
- (g) The city shall be entitled to recover its attorney fees and costs pursuant to section 8.18.280 of this chapter arising from an action to collect code enforcement fees imposed in accordance with this chapter.

**Sec. 8.18.280 - Recovery of attorneys' fees.**

- (a) The prevailing party of any action, administrative proceeding, or special proceeding to abate a nuisance or to cause the abatement of a public nuisance or other violation of this Code, or in any appeal or other judicial action arising therefrom, shall be entitled to recover reasonable attorneys' fees. Attorneys' fees shall not be recoverable unless the city manager (or a designee thereof) or an attorney for and on behalf of the city elects in writing at the initiation of that individual action or proceeding to seek recovery of its own attorneys' fees.
- (b) Provided that the city has made an election to seek attorneys' fees, an award of attorneys' fees to a person shall not exceed the amount of reasonable attorney's fees incurred by the city in that action or proceeding.
- (c) Unpaid attorneys' fees shall be collectible in any manner allowed by law.



## AGENDA STAFF REPORT

City Council Meeting

February 26, 2020

City Council Business

Agenda Item No. 12.1

## Selection of Professional On-Call Services Proposals

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**Prepared By:** Gina Gibson-Williams, Community Development Director

### Recommended Actions

1. Approve the recommended consultants to provide on-call professional services to the City as needed; and
2. Authorize the City Manager to execute agreements for on-call professional services with the selected consultants for their respective categories for a term not-to-exceed 3 years with the potential for two one year extensions in amounts not-to-exceed \$100,000 per fiscal year, or \$250,000 per fiscal year for the categories of Landscape Architecture, Street Design for Major Corridors, Downtown Urban Design, Multi-Use Trail Design, and Circulation and Transportation Planning and Design, subject to review and approval of the agreements by the City Attorney.

### Summary

The City needs technical expertise in several disciplines to advance the goals and policies of the Mayor and City Council outlined in the City's Strategic Plan. On-call professional services in specific discipline categories will maximize expertise, experience, and mobilize that expertise on short notice under pre-negotiated, competitive procurement terms and conditions to address needs as they occur. City staff identified several specialty areas of professional expertise to prepare innovative solutions as a blueprint for the built environment for Eastvale's future. We are creating and building tomorrow, today. The City of Eastvale requested Statements of Professional Qualifications from interested parties to provide expertise for the following on-call areas of expertise:

- **Economic and Fiscal Impact Analysis** – To inform decision-makers of potential impacts to the City's General Fund. Firms are expected to provide economic analysis, real estate market research, fiscal financial analysis for General Plan Amendment and Zone Change requests.

- **Economic Data Analysis and Land Use** – To achieve the highest and best use of remaining land in the City, it is necessary to imagine new ways to think about and visualize land use. Firms will be expected to utilize urban design and economics to explain and visualize market dynamics created by tax and land use policies. This product may be used for the Eastvale General Plan update.
- **Downtown Master Planning and Urban Design**– Firms will be expected to prepare a Downtown Urban Design Plan to facilitate and encourage development and improvements that help realize the community’s vision for a viable Downtown and entertainment district. This product may be used for the Eastvale General Plan update.
- **Landscape Architecture** - Firms will be expected to design and review landscape architecture plans and projects to create livable and memorable spaces and placemaking for Eastvale.
- **Streetscape Design for Major Corridors** – Streetscape treatments are meant to enhance and unify the visual and spatial experience of people that drive, walk or ride a bicycle or bus, and help provide key linkages between streets residences and businesses and create a sense of arrival and branding. A comfortable experience through the streetscape pattern gives the user a sense of direction and a sense of place. Firms will be expected to provide consultation and design of streetscape treatments for major corridors, interchanges, freeways, gateway and entry statements, street furniture, paving and lighting concepts, public signs, banners and wayfinding and identity. This product may be used for the Eastvale General Plan update.
- **Multi-use Trail Design** -Firms will be expected to design multi-use trails that provides a safe means of travel for people that ride bicycles and walk. This product may be used for the Eastvale General Plan update.
- **Circulation and Transportation Planning and Design** – Firms will be expected to develop an overall circulation plan to provide convenient access to and within the city for all transportation modes. This multi-modal approach recognizes the importance of moving and connecting people whether they are driving, riding a bicycle, walking or riding a bus.
- **Placemaking** – Firms will be expected to be able to plan, program, implement, “activate” and create places for people and businesses to connect and prosper. This product may be used for the Eastvale General Plan update.
- **Conceptual Rendering and Visualization** – Firms will be expected to bring draft concepts and turn 2D into reality for public input and engagement. “A picture is worth a thousand words.” Knowledge of architecture, placemaking, landscape architecture, streetscape, and transportation/mobility is highly desirable.
- **Appraisal Services** – To aid the development process, it may be necessary to purchase property or obtain right of way to facilitate development. Firms will be expected to provide appraisal services

that allow the City to evaluate land and make land-use decisions based on an unbiased professional opinion of valuation.

- **Grant writing** -Firms will be expected to research, write and submit grant proposals that are unique to Eastvale to include but are not limited to public safety, planning, infrastructure, transportation, and landscape.
- **Videography** – Firms will be expected to produce innovative videos to engage public input and tell Eastvale’s story. This product may be used for the Eastvale State of the City and the 10<sup>th</sup> Anniversary of Incorporation.
- **Communications** – Firms will be expected to assist the City with strategically disseminating information to the public using, social media, press releases, newsletters and other forms of communication to enhance community engagement. This product may be used for the Eastvale General Plan Update.
- **Arborist**- Firms will be expected to provide services in the cultivation, management, and care of trees in accordance with the City’s draft Tree Preservation Ordinance. The City is only seeking consulting arborist services through this RFQ. The services will not involve any tree planting, pruning, or other tree maintenance or care.
- **Housing** – Firms will be expected to research and prepare a policy-level document that provides a visionary, sustainable housing strategy for Eastvale’s present and future needs that is compliant with State Housing Law. This product may be used for the City’s General Plan update.
- **Financial advising** – Firms will be expected to provide financing and bond market guidance regarding general obligation bonds, revenue bonds, special issuance bonds, public private partnerships, and lease-purchase agreements. Develop and recommend financing structure options, including preparation of financial analysis and plans. Assist with the development of credit rating strategies.
- **Accounting services**- Firms will be expected to provide intermediate and complex reconciliations, bank reconciliations, journal entry preparation, and maintenance of effort calculations. State reporting including AB1600 development impact fee reporting, California State Controller reports (street report, financial transaction report). Audit schedule preparation including revenue, deposit liabilities, prepaid, deferred revenue, due to/due From, transfers, retention, grants. Interest receivable and unrealized gain/loss allocations.
- **Comprehensive Fee Study**- Firms will be expected to provide a comprehensive analysis to understand the cost of providing services and quantify subsidized costs for all service areas.

The benefits of having an on-call contract in place include:

- *Technical expertise*
- *Commitments as-needed for service*
- *Accelerated procurement and authorization*
- *Independent and objective assessments*
- *Consolidates competition and procurement process*
- *Consultants that bring specialized expertise*
- *Consultants that are familiar or can quickly become familiar with Eastvale needs and values*

The City advertised the Request for Qualifications (RFQ) in December 2019 and received over 80 proposals. The chart below shows the categories and the number of proposals received per category.

Category	Number of Proposals
Landscape Architecture	14
Streetscape Design for Major Corridors	14
Downtown Master Planning and Urban Design	10
Communications	2
Videography	4
Arborist	2
Multi-use Trail Design	6
Circulation and Transportation Planning and Design	4
Economic and Fiscal Impact Analysis	4
Economic Data Analysis and Land Use	4
Accounting Services	2
Placemaking	7
Conceptual Rendering and Visualization	3
Comprehensive Fee Study	1
Housing	2
Financial Advising	1
Grant Writing	3
Appraisal Services	0

**Background**

An RFQ allows pre-qualified experts to be responsive to support the City’s Strategic Plan and delivery of services. Proposals were accepted from December 3, 2019, through December 19, 2019. The City reviewed the statements of qualifications, assessed the firms, and is recommending that agreements for on-call professional services be entered into with the following professional consulting firms for each category:

Subject	Firm(s) selected for on-call services
Landscape Architecture	Community Works Design Group, Conceptual Design & Planning Company, Lynn Capouya Inc., and Schmidt Design Group
Streetscape Design for Major Corridors	Kimley Horn, Mark Thomas, MIG, Sargent Town Planning,

	and Studio One Eleven
Downtown Master Planning & Urban Design	Kimley Horn, KTGy, MIG, Sargent Town Planning, and Studio One Eleven
Communications	DeGrave and JPW Communications
Videography	DeGrave, JPW, and Windsong
Arborist	Richard Fisher Associates and Rincon
Multi-use Trail Design	Community Works Design Group, Fehr & Peers, Mark Thomas, and RRM Design Group
Circulation & Transportation Planning & Design	Fehr & Peers, Kimley Horn, and Webb Associates
Economic & Fiscal Impact Analysis	HDL and Kosmont
Economic Data Analysis & Land Use	Kosmont and Urban 3
Accounting Services	Rahban CPA
Placemaking	Conceptual Design & Planning Company, Sargent Town Planning, Schmidt Design Group, Studio One Eleven, and Team Better Block
Conceptual Rendering & Visualization	KOA, KTGy, and KTUA
Comprehensive Fee Study	Revenue Cost Specialists
Housing	Placeworks
Financial Advising	Kosmont
Grant Writing	California Consulting, KOA, and Webb Associates

**Strategic Plan Action – Priority Level: 1A | Target #: 4 | Goal #: 1**

Strengthen organizational development and effectiveness

**Fiscal Impact**

There is no fiscal impact at this time. The recommended not-to-exceed amount for each agreement is \$100,000 per fiscal year for each discipline category except for the following categories, which are recommended for not to exceed amounts of \$250,000 per fiscal year:

- Landscape Architecture
- Street Design for Major Corridors
- Downtown Urban Design
- Multi-Use Trail Design
- Circulation and Transportation Planning and Design

The master contracts do not guarantee work to any of the on-call consultants. The master contracts are good for three years with the ability for two one year extensions, as warranted. Work will be authorized as needed by the City subject to funding availability. All individual tasks and project contracts will be negotiated and executed in accordance with the Purchasing Ordinance approved by the City Council on June 26, 2019.

## **Prior City Council Action**

There is no prior action associated with this request.

## **Attachments**

1. Due to file size, if you are interested in a copy of one of the proposals, please contact the City Clerk's Office at [cityclerk@eastvaleca.gov](mailto:cityclerk@eastvaleca.gov).



## **AGENDA STAFF REPORT**

**City Council Meeting**

**City Council Business**

**Agenda Item No. 12.2**

**February 26, 2020**

## **Acceptance of Public Improvements of Parcel No. 36487, Tarpon Property Ownership 2 LLC (Goodman), – Project 11-0271**

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**Prepared By:** Gina Gibson-Williams, Community Development Director

### **Recommended Action(s)**

1. Adopt Resolution 20-XX accepting as complete the Public Improvements for Parcel No. 36487 – Project 11-0271; and,
2. Approve the Bond Exoneration and Public Improvement Maintenance Agreement.

### **Summary**

Tarpon Property Ownership 2 LLC entered into a Subdivision Improvement Agreement with the City of Eastvale, on April 27, 2016, for Parcel No. 36487, to complete public improvements as part of the subject-referenced subdivision map.

The City's Public Works staff have completed inspections of the public improvements and is recommending that the improvements be accepted at this time. The final grinding and capping of Goodman Road and installation of right-turn islands on Hamner Avenue will be installed as part of Post-Acceptance Improvements, as specified on the Bond Exoneration and Public Improvement Maintenance Agreement (attachment 3).

### **Background**

In recognition of the substantial progress made by Developer in furtherance of the Public Improvements, the performance bond was reduced by eight percent (80%) in March 2018 by the City. Upon acceptance, The accepted improvements will automatically enter into a one-year warranty period as required by the Subdivision Improvement Agreement. The City of Eastvale (security holder) will exonerate the remaining improvement securities related to this project in accordance with the Subdivision Improvement Agreement (SIA) as follows:

<b>Security to be Exonerated</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.

A majority of the Hamner Avenue improvements fronting the project were completed except for punch list items that have been outstanding. Punch list items include installing curb medians on the east side of Hamner fronting the Costco parcel to address traffic concerns near the driveways. The City requested modifications be made to better protect vehicles exiting the two driveways onto Hamner Avenue. The Developer agreed to make revisions, which are included in the SIA. As development continues the developer and the City have agreed to hold off on requiring the final cap to be placed on Goodman Way until after the construction and utility tie-ins are completed. This condition has been added to the SIA.

### **Strategic Plan Action**

Not Applicable

### **Fiscal Impact**

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

### **Prior City Council Action**

On April 27, 2016, City Council approved the Parcel Map No. 36487 and the Subdivision Improvement Agreement with Tarpon Property

### **Attachment(s)**

1. Resolution 20-XX
2. Bond Exoneration and Public Improvement Maintenance Agreement

**RESOLUTION NO. 20-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA,  
ACCEPTING THE SUBDIVISION IMPROVEMENTS FOR PROJECT 11-0271 (PARCEL  
NO. 36487**

**WHEREAS**, Tarpon Property Ownership 2 LLC, a Delaware limited liability company, proposed a development of Parcel 36487 which included, in part, the construction of public improvements; and

**WHEREAS**, on December 17, 2015, the City of Eastvale approved the Subdivision Improvement Agreement for Parcel No. 36487; and

**WHEREAS**, Tarpon Property Ownership 2 LLC completed the required public improvements, except for the Post-Acceptance Improvements, and the City is read to accept the completed improvements; and

**WHEREAS**, Tarpon Property Ownership 2 LLC agrees to cause the Post-Acceptance Improvements to be constructed as specified on the Bond Exoneration and Public Improvement Maintenance Agreement.

**NOW, THEREFORE, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

**SECTION 1. THE CITY ACCEPTS THE COMPLETED PUBLIC IMPROVEMENTS FOR PARCEL NO. 36487, SUBJECT TO THE CONDITIONS OF THE SUBDIVISION IMPROVEMENT AGREEMENTS FOR PROJECT 11-0271, TRACT 36487, AND THE BOND EXONERATION AND PUBLIC IMPROVEMENT MAINTENANCE AGREEMENT.**

**PASSED, APPROVED AND ADOPTED** this 26<sup>th</sup> day of February 2020.

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Brandon Plott  
Mayor

APPROVED AS TO FORM:

ATTEST:

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Erica Vega

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Marc A. Donohue, MMC

City Attorney

City Clerk

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

I, Marc A. Donohue, City Clerk of the City of Eastvale, California, do hereby certify that the foregoing City Council Resolution No. 20-XX, was duly adopted by the City Council of the City of Eastvale, California, at a meeting held on the 26<sup>th</sup> day of February 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Marc A. Donohue, MMC  
City Clerk

<p><b>RECORDED AT THE REQUEST OF AND WHEN RECORDED RETURN TO:</b> (Document exempt from recording fees pursuant to Cal. Gov. Code § 27383)</p> <p>CITY OF EASTVALE Attn: City Clerk 12363 Limonite Ave., Suite 910 Eastvale, California 91752</p>	<p><b>THIS SPACE FOR RECORDER'S USE ONLY</b></p>
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**BOND RELEASE AND PUBLIC IMPROVEMENT MAINTENANCE AGREEMENT**

**PARCEL MAP No. 36487**

**By and Between**

**THE CITY OF EASTVALE,  
a municipal corporation**

**and**

**Tarpon Property Ownership 2 LLC,  
A Delaware Limited Liability Company**

## **BOND RELEASE AND PUBLIC IMPROVEMENT MAINTENANCE AGREEMENT**

### **PARCEL MAP No. 36487**

**THIS BOND RELEASE AND PUBLIC IMPROVEMENT MAINTENANCE AGREEMENT** (this “Agreement”) is entered into on this \_\_\_ day of \_\_\_\_\_, 2020 (the “Agreement Date”), by and between the CITY OF EASTVALE, a California municipal corporation (the “City”) and TARPON PROPERTY OWNERSHIP 2 LLC, a Delaware limited liability company (the “Developer”). City and Developer are sometimes referred to in this Agreement individually as “Party” and collectively as the “Parties.”

### **RECITALS**

WHEREAS, Developer has vested City approvals (including Tentative Parcel Map No. 36487) to develop up to 2,983,400 square feet of commercial retail, light industrial, business park and other uses (the “Project”) across the 205.4 acre Goodman Commerce Center Eastvale property, which property is more specifically described in the legal description set forth in Exhibit A attached hereto (the “Property”);

WHEREAS, pursuant to the Eastvale Municipal Code and the applicable provisions of the Subdivision Map Act (Government Code sections 66410 et seq.) (“Map Act”), Developer and City entered into a Subdivision Improvement Agreement in connection with the Tentative Parcel Map No. 36487 Public Improvements (defined below) on December 17, 2015, which Subdivision Improvement Agreement was subsequently recorded in the Recorder’s Office of the County of Riverside as Instrument No. \_\_\_\_\_;

WHEREAS, in connection with the Subdivision Improvement Agreement, Developer caused a performance bond to issue in favor of the City in the sum of Ten Million Six Hundred Eighty Five Thousand Five Hundred Dollars (\$10,685,500.00) and caused a material and labor bond to issue in favor of the City in the sum of Five Million Three Hundred Forty Two Thousand Seven Hundred Fifty Dollars (\$5,342,750.00), both as security for the performance of the Public Improvements;

WHEREAS, in recognition of the substantial progress made by Developer in furtherance of the Public Improvements, on March 20, 2018, City informed Developer that the performance bond was reduced by eighty percent (80%) from Ten Million Six Hundred Eighty Five Thousand Five Hundred Dollars (\$10,685,500.00) to Two Million One Hundred Thirty Seven Thousand One Hundred Dollars (\$2,137,100.00) and that the material and labor bond was reduced by eighty percent (80%) from Five Million Three Hundred Forty Two Thousand Seven Hundred Fifty Dollars (\$5,342,750.00) to One Million Sixty Eight Thousand Five Hundred Fifty Dollars (\$1,068,550.00) (collectively, “Bonds”);

WHEREAS, Developer has timely completed all of the Public Improvements required by the Map Act, the Eastvale Municipal Code, the conditions of approval for Tentative Parcel Map No. 36487, and other ordinances, resolutions, or policies of City requiring the construction of improvements in conjunction with the Project;

WHEREAS, City is prepared to formally approve and accept the Public Improvements and release the Bonds on the condition that Developer agrees to cause the Post-Acceptance Improvements (defined below) to be constructed;

NOW, THEREFORE, for the purposes set forth herein, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

### **DEFINED TERMS**

**“Developer”** shall mean TARPON PROPERTY OWNERSHIP 2 LLC, a Delaware limited liability company. The term shall also include all assignees, to the extent permitted under this Agreement, of the rights and obligations of Developer under this Agreement, and any successor-in-interest to Developer having a legal and/or equitable interest in the Property.

**“Property”** shall mean all of the real property contained within the boundaries of Tentative Parcel Map No. 36487 located in the City of Eastvale, California, as more particularly described in the legal description and parcel diagram attached hereto and incorporated hereby by reference at Exhibit A.

**“Post-Acceptance Improvements”** shall include the following: (a) final grinding and capping of Goodman Road; and (b) installation of right-turn islands as shown on attached Exhibit B.

**“Public Improvements”** shall include, but not be limited to, all grading, roads, streets, paving, curbs and gutters, sidewalks, paseos, pathways, trails, sanitary sewers, utilities, storm drains, detention and retention basins and other drainage facilities, traffic controls, landscaping, street lights and all other facilities required to be constructed and dedicated to the City or other public entity as conditions of approval of Tentative Parcel Map No. 36487 and as shown in detail on the plans and specifications which have been approved by the City and incorporated into Tentative Parcel Map No. 36487.

### **OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the Recitals, Defined Terms, mutual promises and covenants made by the parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

**Section 1. Roadway Maintenance:** Consistent with Community Facilities District No. 2017-1, as recorded in the Recorder’s Office of the County of Riverside as Instrument No. 2017-0543498 on December 27, 2017, Developer hereby assumes: (a) ongoing maintenance and operation of Goodman Way, including, as applicable, bike lanes, parking bays, bridges/culverts, medians, street lights, traffic signals, traffic signs, striping and legends, frontage improvements such as curbs, gutters, paths, sidewalks, driveways, bus pads, ADA ramps, street signs, landscaping, and drainage facilities, including ditches; (b) administrative costs relating to such maintenance and operation; and (c) expenses and reserves for replacement of any of the foregoing equipment and facilities. Nothing in this Agreement shall be read to excuse Developer from securing an encroachment permit from City for future work to be performed within the public right-of-way when such an encroachment permit would otherwise be required under the terms of the Eastvale Municipal Code.

**Section 2. Post-Acceptance Improvements:** Prior to the City’s issuance of the Project’s final Certificate of Occupancy, Developer shall design, permit, and install the Post-Acceptance Improvements including the right-turn islands as shown on attached Exhibit B.

**Section 3. Release of Bonds:** City agrees to the full release of the Bonds within thirty (30) days of the Agreement Date. City shall cooperate with Developer to provide documentary evidence of

said release to the issuer of the Bonds in accordance with Government Code Section 66499.7. The written notice to the issuer of the Bonds shall contain a statement that the Public Improvements for which the Bonds were furnished have been completed and accepted by the City, a description of the Project subject to the Public Improvements, and the notarized signature of the authorized representative of the City.

**Section 4. Indemnification:** Developer agrees to protect, indemnify, defend and hold the City, and its respective officers, employees and agents, and each of them, harmless from and against any and all claims, losses, expenses, suits, actions, decrees, judgments, awards, attorney's fees, and court costs which the City, or its respective officers, employees and agents, or any combination thereof, may suffer or which may be sought against or recovered or obtained from the City, or its respective officers, employees or agents, or any combination thereof, as a result of or by reason of or arising out of or in consequence of this Agreement. If the Developer fails to do so, the City shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental costs of such defense, including any attorney's fees or court costs, to and recover the same from the Developer. The Parties acknowledge and agree that the Developer shall be released from the indemnity obligation set forth herein upon the expiration of all applicable statute of limitations periods. No indemnification is required to be paid by Developer for any claim, liability, loss, expense, suit, action, decree, judgment, award of attorneys' fees and court cost as a result of, or by reason of, or in consequence of, or arising out of the willful misconduct or sole or active negligence of the indemnified parties.

**Section 5. Developer as a Private Developer:** In performing under this Agreement, it is mutually understood that the Developer is acting as a private developer and not as an agent of the City. The City shall have no responsibility for payment to any contractor, subcontractor or supplier of the Developer.

**Section 6. Other Agreements:** Nothing contained in this Agreement shall be construed as affecting the City's or the Developer's respective duty to perform its respective obligations under other agreements, land use regulations or subdivision requirements relating to the development of the Property, which obligations are and shall remain independent of the Developer's rights and obligations, and the City's rights and obligations, under this Agreement.

**Section 7. Entire Agreement:** This Agreement contains the entire agreement between the Parties with respect to the matters herein provided for.

**Section 8. Binding on Successors and Assigns:** Neither this Agreement nor the duties and obligations of the Developer hereunder may be assigned to any person or legal entity other than an affiliate of the Developer without the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Neither this Agreement nor the duties and obligations of the City hereunder may be assigned to any person or legal entity, without the written consent of the Developer, which consent shall not be unreasonably withheld, conditioned or delayed. The agreements and covenants included herein shall be binding on and inure to the benefit of any partners, permitted assigns, and successors-in-interest of the Parties hereto.

**Section 9. Amendments:** This Agreement can only be amended by an instrument in writing executed and delivered by the City and the Developer.

**Section 10. Waivers:** No waiver of, or consent with respect to, any provision of this Agreement by a Party hereto shall in any event be effective unless the same shall be in writing and signed by such Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

**Section 11. No Third Party Beneficiaries:** No person or entity, other than the City, shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the City and the Developer (and their respective successors and assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

**Section 12. Notices:** Any written notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication to be given hereunder shall be given to the Party entitled thereto at its address set forth below, or at such other address as such Party may provide to the other Party in writing from time to time, namely:

CITY: City Manager  
City of Eastvale  
12363 Limonite Avenue, Ste. 910  
Eastvale, CA 91752  
Phone: (951) 361-0900

DEVELOPER: Tarpon Property Ownership 2 LLC  
18201 Von Karman, Ste. 1170  
Irvine, CA 92612  
Attn: Ward Mace  
Phone: (949) 407-0142

WITH A COPY TO: Cox, Castle & Nicholson LLP  
3121 Michelson Drive, Ste. 200  
Irvine, CA 92612  
Attn: Sean Matsler  
Phone: (949) 260-4652

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the Party to whom it is addressed (a) if personally served or delivered, upon delivery, (b) if given by electronic communication, whether by telex, telegram or telecopy, upon the sender's receipt of an appropriate answerback or other written acknowledgment, (c) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, (d) if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (e) if given by any other means, upon delivery at the address specified in this Section.

**Section 13. Jurisdiction and Venue:** Each of the Parties (a) agrees that any suit action or other legal proceeding arising out of or relating to this Agreement shall be brought in the Courts of the United States of America in the district in which said City is located, (b) consents to the jurisdiction of

each such court in any suit, action or proceeding, and (c) waives any objection that it may have to the laying of venue or any suit, action or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Each of the Parties agrees that a final and non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

**Section 14. Attorneys' Fees:** If any action is instituted to interpret or enforce any of the provisions of this Agreement, the Party prevailing in such action shall be entitled to recover from the other Party thereto reasonable attorney's fees and costs of such suit (including both prejudgment and post judgment fees and costs) as determined by the court as part of the judgment.

**Section 15. Law:** This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

**Section 16. Usage of Words:** As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine

**Section 17. Interpretation:** The Parties to this Agreement and their counsel have reviewed and revised this Agreement, and the normal rule of construction to the effect that any ambiguities in an agreement are to be resolved against the drafting Parties shall not be employed in the interpretation of this Agreement.

**Section 18. Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original.

**[SIGNATURES ON NEXT PAGE]**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

**DEVELOPER:**

**TARPON PROPERTY OWNERSHIP 2 LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY:**

**CITY OF EASTVALE:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

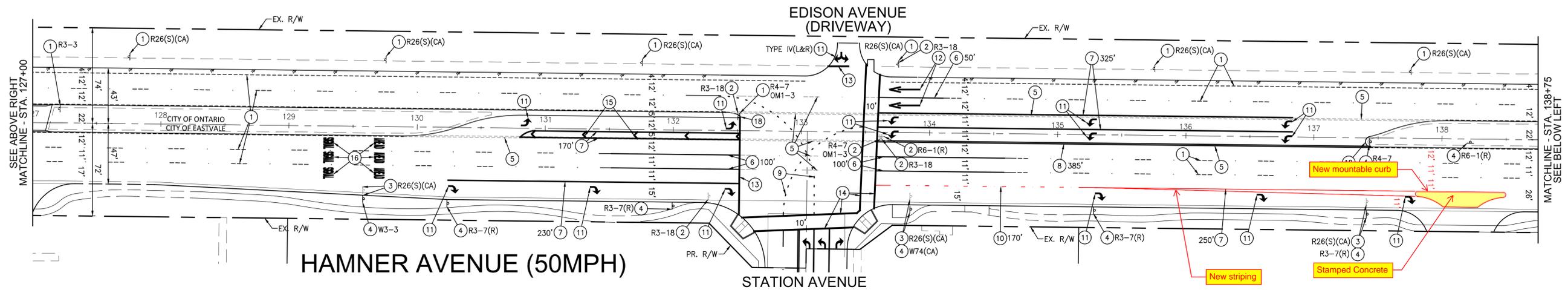
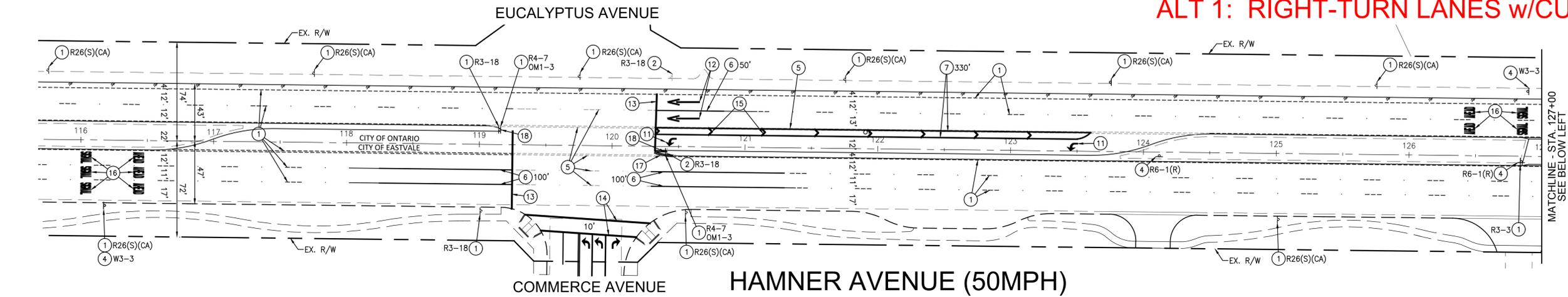
**EXHIBIT A**

**DESCRIPTION OF PROPERTY**

**EXHIBIT B**

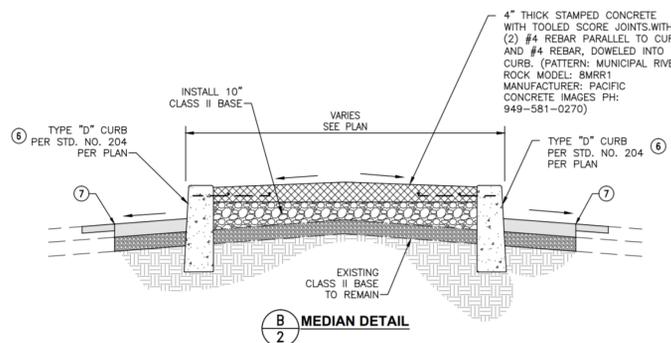
**POST-ACCEPTANCE IMPROVEMENTS**

**ALT 1: RIGHT-TURN LANES w/CURB ISLAND**

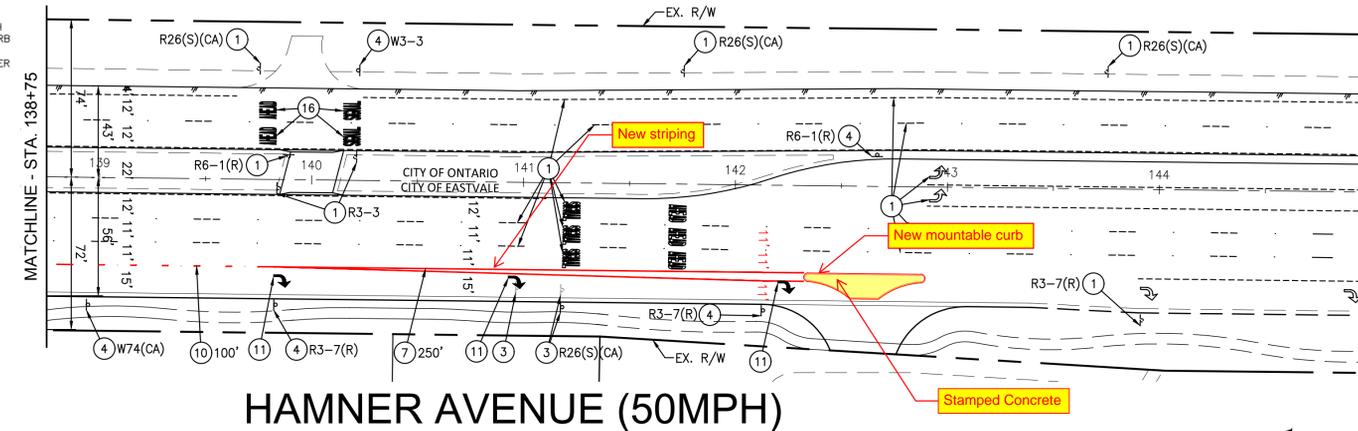
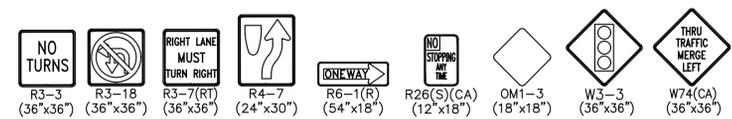


**CONSTRUCTION NOTES (THIS SHEET ONLY):**

- 1 PROTECT EXISTING SIGN, MARKING, OR STRIPING IN PLACE.
- 2 REMOVE AND SALVAGE EXISTING SIGN TO CITY YARD.
- 3 RELOCATE EXISTING SIGN AND POST.
- 4 INSTALL STANDARD SIZE SIGN PER CA-MUTCD.
- 5 SANDBLAST EXISTING STRIPING.
- 6 APPLY THERMOPLASTIC 4" SOLID WHITE STRIPE.
- 7 APPLY THERMOPLASTIC 8" SOLID WHITE CHANNELIZING STRIPE PER CALTRANS STANDARD PLAN A20D, DETAIL 38.
- 8 APPLY THERMOPLASTIC 4"/4" SOLID DOUBLE YELLOW LINE PER CALTRANS STANDARD PLAN A20A, DETAIL 22.
- 9 APPLY THERMOPLASTIC 4" WHITE LANE LINE EXTENSION PER CALTRANS STANDARD PLAN A20D, DETAIL 40.
- 10 APPLY THERMOPLASTIC 8" WHITE LANE DROP LINE PER CALTRANS STANDARD PLAN A20C, DETAIL 37B.
- 11 APPLY THERMOPLASTIC WHITE TYPE IV ARROW PER CALTRANS STANDARD PLAN A24A.
- 12 APPLY THERMOPLASTIC WHITE TYPE V ARROW PER CALTRANS STANDARD PLAN A24A.
- 13 APPLY THERMOPLASTIC 12" WHITE LIMIT LINE PER CALTRANS STANDARD PLAN A24E.
- 14 APPLY THERMOPLASTIC 12" WHITE BASIC CROSSWALK PER CALTRANS STANDARD PLAN A24F.
- 15 APPLY THERMOPLASTIC 12" WHITE CHEVRON MARKINGS AT 40' SPACING.
- 16 APPLY THERMOPLASTIC WHITE PAVEMENT WORD MARKING PER CALTRANS STANDARD PLAN A24D.
- 17 APPLY THERMOPLASTIC 4"/4" SOLID DOUBLE YELLOW MEDIAN ISLAND PER CALTRANS STANDARD PLAN A20B, DETAIL 29.
- 18 INSTALL CURB NOSE PAVEMENT MARKERS AND PAINT PER CURB NOSE DETAIL THIS SHEET.



**SIGN LEGEND**



**DIGALERT**  
CALL BEFORE YOU DIG  
TWO WORKING DAYS BEFORE YOU DIG  
TOLL FREE 1-800-227-2600  
A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

**NOTE:**  
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.  
THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

MARK	BY	DATE	REVISIONS	APPR.	DATE
	ENGINEER			CITY	

SEAL - ENGINEER  
REGISTERED PROFESSIONAL ENGINEER  
D. ILLIASH R. SNEYD  
No. C65078  
CIVIL  
STATE OF CALIFORNIA

**ALBERT A. WEBB ASSOCIATES**  
ENGINEERING CONSULTANTS  
3788 McCRAY STREET  
RIVERSIDE CA. 92506  
PH. (951) 686-1070  
FAX (951) 788-1256  
PREPARED BY: R.C.E. NO.: C65078  
DATE:

**CITY OF ONTARIO**  
RECOMMENDED BY: JAY BAUTISTA, P.E., T.E./TRAFFIC/TRANSPORTATION MANAGER DATE  
ACCEPTED BY: LOUIS ABI-YOUNES, P.E./CITY ENGINEER DATE  
BENCHMARK: SEE STREET IMPROVEMENT PLANS

**CITY OF EASTVALE**  
GOODMAN COMMERCE CENTER  
SIGNING & STRIPING PLANS  
HAMNER AVENUE  
SHEET NO. **2** OF 4 SHEETS  
FOR: TARPON PROPERTY OWNERSHIP 2 LLC  
W.O. 16-0222  
CITY FILE NO. 11-0271

DATE SIGNED  
PLAN CHECK OVERSIGHT ENGINEER  
ACCEPTED AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES.

C:\2016\16-0222\DRAWINGS\EXHIBITS\16-0222-C-SS-HAMNER\_REV.ALT2.DWG 9/16/2019 10:56:57 PM



## **AGENDA STAFF REPORT**

**City Council Meeting**

**City Council Business**

**Agenda Item No. 12.3**

**February 19, 2020**

## **Prohibit Parking on Portions of Caxton Street, Badminton Street and Oakdale Street between 10:00 p.m. and 6:00 a.m.**

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**Prepared By:** Johnny Terfehr, Community Enhancement & Safety Manager

### **Recommended Action(s)**

Adopt Resolution No 20-XX prohibiting parking on specified areas of Oakdale Street, Badminton Street and Caxton Street between the hours of 10:00 p.m. to 6:00 a.m.

### **Summary**

Prohibit parking between the hours of 10:00 p.m. to 6:00 a.m. on Oakdale Street from Hamner Avenue to Badminton Street, on Badminton Street from Oakdale Street to Caxton Street and on Caxton Street from Longleaf Court to Emmerdale Street.

### **Analysis**

The City has received numerous complaints about vehicles parked overnight on Oakdale Street, Badminton Street, and Caxton Street. Residents in the area have reported litter, trash, debris, abandoned vehicles, suspicious persons and activity, and an increased opportunity for crime and vandalism in the area. The City, recognizing that much of the additional street parking is coming from residents of the Serafina HOA, contacted the Serafina HOA to work together to find a solution. The Area 9 neighborhood watch program had a driveway meeting in June 2019 with City staff, Riverside County Sheriff staff, and Serafina HOA Board members in attendance. After the meeting representatives of the three groups walked the area together and identified changes the Serafina HOA could make to help reduce its impact in the neighborhood to the south. The Serafina HOA made changes to their community rules to allow more parking inside the community, however, this has not resulted in a discernable reduction in overnight parking on the affected streets outside of their gated community.

City staff evaluated options for addressing the issue and recommends establishing a no parking prohibition between the hours of 10:00 p.m. and 6:00 a.m. on the street areas impacted most. There is a potential that this parking restriction will push some of the street parking to other residential areas, it is also likely that many Serafina HOA residents will choose to take advantage of the new and less restrictive HOA parking rules and park inside the Serafina HOA boundaries. City staff will monitor the effectiveness of the no parking restriction for 30 days and then recommend adjustments if necessary.

## **Strategic Plan Action – Priority Level: 2 | Target #: 2 | Goal #: 1**

### **Enhance community quality of life.**

Expand community policing model and involve Community Enhancement and Safety

### **Fiscal Impact**

No parking sign installation will cost approximately \$1,200.00 for labor and materials. These funds are available in the Gas Tax account 200-510-6590.

### **California Environmental Quality Act**

The proposed project is listed as a Class I exemption from the provisions of the California Environmental Quality Act (CEQA) Section 15301. Existing Facilities. Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use including but not limited to:

Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities.

### **Prior City Council/Commission Action**

None

### **Attachment(s)**

1. Resolution Establishing Overnight Parking Restrictions
2. Engineering study and field review
3. Letter from Serafina HOA outlining their efforts to mitigate parking issues on Oakdale, Badminton and Caxton.
4. Email from Jaime Martinez

**RESOLUTION NO. 20-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, PROHIBITING PARKING FROM 10:00 P.M. TO 6:00 A.M. ON OAKDALE STREET FROM HAMNER AVENUE TO BADMINTON STREET, ON BADMINTON STREET FROM OAKDALE STREET TO CAXTON STREET AND ON CAXTON STREET FROM LONGLEAF COURT TO EMMERDALE STREET.**

**WHEREAS**, the City Council of the City of Eastvale desires to address growing security, safety and quality of life concerns reported by residents in the area related to overnight street parking; and

**WHEREAS**, California Vehicle Code Section 22507 allows cities to regulate parking on public streets; and

**WHEREAS**, City of Eastvale Municipal Code Section 10.20.040 authorizes the City to restrict parking on public streets upon completion of a field review and Engineering study; and

**WHEREAS**, a field review and an Engineering study were completed in accordance with Section 10.20.040 of the Eastvale Municipal Code; and

**WHEREAS**, prohibiting overnight parking on certain streets is exempt from the requirements of the California Environmental Quality Act (CEQA); and

**WHEREAS**, on February 26, 2020 the City Council considered the agenda report and public communication related to prohibiting overnight parking on certain streets.

**NOW, THEREFORE, BE IT RESOLVED** BY THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AS FOLLOWS:

**SECTION 1.** Parking between the hours of 10:00 p.m. and 6:00 a.m. shall be prohibited on Oakdale Street from Hamner Avenue to Badminton Street, on Badminton Street from Oakdale Street to Caxton Street and on Caxton Street from Longleaf Court to Emmerdale Street, as depicted in Exhibit A to this Resolution;

**SECTION 2.** No parking signs shall be installed prohibiting street parking on Oakdale Street from Hamner Avenue to Badminton Street, on Badminton Street from Oakdale Street to Caxton Street and on Caxton Street from Longleaf Court to Emmerdale Street from 10:00 p.m. to 6:00 a.m.

**PASSED, APPROVED AND ADOPTED** this 26th day of February 2020.

---

Brandon Plott, Mayor

APPROVED AS TO FORM:

ATTEST:

---

Erica Vega  
City Attorney

---

Marc A. Donohue, MMC  
City Clerk

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

I, Marc A. Donohue, City Clerk of the City of Eastvale, California, do hereby certify that the foregoing City Council Resolution No. 20-XX, was duly adopted by the City Council of the City of Eastvale, California, at a meeting held on the 26th day of February 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Marc A. Donohue, MMC  
City Clerk



Oakdale St

Caxton St

Longleaf Ct

Caxton St

**SERAFINA NO PARKING EXHIBIT**

Hammer Ave

Hammer Ave

Hammer Ave

Hammer Ave

Cipriano Ln

Travessa Ln

Travessa Ln

Dakota St

Tura Ln

Castelo Ln

Delgado Ln

Emerdale St

St

## Memorandum

**To:** Bill Hemsley, PE, Contract City Engineer  
**From:** Ruth Smith, TE, PTP, Consultant Traffic Engineer  
**Date:** February 19, 2020  
**Subject:** Evaluation of Parking Intrusion by Serafina Condo Community Residents

The Serafina Condominium Community (Serafina) is generally located south of Eastvale Gateway Center and Limonite Avenue, east of Hamner Avenue, west of undeveloped land and the I-15 freeway, and north of Oakdale Street and Caxton Street (see Attachment A). Serafina units are occupied by a mix of condominium owners and renters. To control on-site parking, Serafina's HOA has limited on-street parking, which has resulted in their residents parking overnight on external streets. They park on the single-family residential streets of Oakdale Street, Badminton Street and Caxton Street located south of Serafina, which are within Eastvale's Neighborhood Watch Area East #9 (East #9). The East #9 residents also reported litter, trash, debris, abandoned vehicles, increased crime in the area, vandalism and suspicious activity.

In response to concerns expressed by East #9 residents and the City of Eastvale, the Serafina HOA Board adopted the following new parking rules and permit changes on July 29, 2019, which went into effect on November 1, 2019:

- Allow an additional vehicle to be permitted (with parking permit) to park in the community, for a total of three per household, plus two vehicles in the garage.
- Allow work vehicles (which do not fit in the garages) with company logos to be parked inside the community.
- Verify compliance of the ability to house two vehicles in the garage.

The East #9 residents report that there is little change, if any, in the overnight parking by Serafina residents since Serafina's new parking rules and permit changes went into effect.

City staff considered various alternatives to address the East #9 residents' concerns. The best alternative would be for the Serafina HOA to provide more cooperation in preventing their residents from parking outside of Serafina. However, the City has not received any further cooperation from the Serafina HOA that has created the desired results.

Another, more effective option, would be to prohibit overnight parking on the affected streets. This would encourage Serafina residents to take advantage of the new less restrictive parking rules and park within the Serafina HOA. This option would also apply to the East #9 residents, however, who would not be able to park in front of their homes overnight. It would, however, address their concerns not just with the parking, but also with the associated litter, crime, vandalism and suspicious activity.

It should be noted that in response to the new parking prohibition, Serafina residents could opt to park on the unrestricted sections of the affected streets or on other nearby streets. If so, the proposed overnight parking restriction could be expanded as needed.

After considering the alternatives, it is recommended that a “No Parking 10 PM to 6 AM” restriction be implemented as follows (see Attachment B):

- On Oakdale Street from Hamner Avenue to Badminton Street
- On Badminton Street from Oakdale Street to Caxton Street
- On Caxton Street from Longleaf Court to Emmerdale Street

Attachments: A - Vicinity Map



**SERAFINA NO PARKING EXHIBIT**

**Date:** August 22, 2019

**To:** City of Eastvale, Riverside County Sheriff's Dept, and Residents of Eastvale East#9 Neighborhood Watch Area

**From:** Serafina Board of Directors

Serafina would like to provide an update on our efforts to reduce the number of vehicles being parked on Oakdale, Badminton Way, and Caxton.

#### July/August efforts

- July board meeting was rescheduled, so the proposed parking rules and permit changes could be on the agenda in July versus August.
- Board adopted the below parking rules and permit changes during the 7/29/19 Board Meeting.
  - Allowing an additional vehicle to be permitted to park in the community (3 total per household, plus two cars in the garage).
  - Allowing work vehicles with company logos to be parked inside the community.
  - Verify compliance of ability to house (2) two vehicles in garage.
- Board notified each owner and resident of the final changes that were adopted.
- New parking permits are being ordered.
- New parking permit applications will be processed 9/1/19 through 10/31/19; verify compliance of ability to house (2) two vehicles in garage; permits will be distributed and go into effect on 11/1/19.

#### Recap of June efforts

- Board attended 6/6/19 Neighborhood Watch meeting.
- Board attended 6/11/19 Meeting with the City of Eastvale and Riverside County Sheriff's Dept.
- Board reviewed parking permit process during 6/17/19 Board Meeting and proposed changes were drafted.
- Legal counsel and owners were given a 30 day review period of proposed changes.
- Serafina initiated patrol of the below streets by our private security company (Russell Security).
  - Patrol schedule: 7 days a week between the hours of 10:00 pm to 6:00 am; visits are at random times during this window.
  - Officers are in a uniform and in a marked "Russell Security" vehicle.
  - Focus of patrol is on suspicious behavior in the area. Security officers immediately report any suspicious behavior to the Sheriff's non-emergency number.



Begin forwarded message:

From: "Jaime Martinez" [jmartinez@eastvaleca.gov](mailto:jmartinez@eastvaleca.gov)  
To: "Todd Rigby" <[trigby@eastvaleca.gov](mailto:trigby@eastvaleca.gov)>  
Subject: NO OVERNIGHT PARKING

[The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.]

Council Member Rigby,

Per your request, attached to this email are 10 pages of signatures from residents of Caxton St, Longleaf Ct, Emmerdale and Black Horse St. You will also find a map attached as well. The houses shaded in light blue are residents that signed the petition.

Those not in blue were either not home or did not answer the door on three separate attempts. You will be pleased to know that of those residents that were contacted, 100% of those neighbors signed and were in favor of "NO OVERNIGHT PARKING". I'm certain this comes as no surprise to you. If you refer to the attached map, you will see the overwhelming support for the implementation of "NO OVERNIGHT PARKING".

If and when the "NO OVERNIGHT PARKING" is approved in our neighborhood, we respectfully request that each neighbor affected by the "NO OVERNIGHT PARKING" should be issued a minimum of two parking placards in order to accommodate guests, visitors, work vehicles, etc. during the no parking hours. I have already researched this and found this would be a very minimal cost to the City. I have even attached a placard several of the neighbors designed as an exemplar. This was created at [myparkingpermit.com](http://myparkingpermit.com). Each permit costs \$5.00 with a minimum order of 50 placards. There are a total of 65 houses (residents) which will be subject to the "NO OVERNIGHT PARKING". Keeping in mind, not all 65 houses are occupied, nor will every resident want placards. Most of the residents are even willing to contribute to the cost of the placards. I know I certainly am. Of all the signatures obtained, only three houses were truly concerned since they have extra vehicles which their garages and driveways cannot accommodate. Although I never park my vehicles on the street, I do see the need from time to time to have a placard to accommodate visitors, family, etc. The placards would prevent the residents from being cited during the proposed no parking hours. So as to ease the burden I'm sure this project is placing on the City, I am willing to assist any way I can with regards to the placards for the residents.

If there is anything else I can provide, please let me know. I am willing to bend over backwards to see this thing through. Thank you for your attention to this matter and thank you in advance for your consideration in our request.

Respectfully,

Jaime Martinez Jr

Eastvale, CA 91752



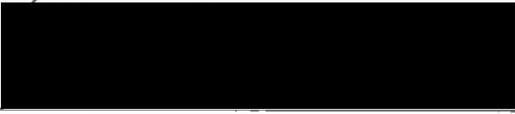
## PETITION FOR RESIDENTIAL "NO OVERNIGHT PARKING"

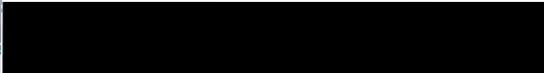
By signing the attached petition, I acknowledge the following regarding the proposed "NO OVERNIGHT PARKING" areas:

- I have read and completely understand the terms and conditions of this petition.
- I agree to have "NO OVERNIGHT PARKING" on my street.
- I understand that pending the outcome of the engineering study and City Council decision, "NO OVERNIGHT PARKING" signage may be placed on my street or to the front of my residence.
- I understand that if "NO OVERNIGHT PARKING" is approved for my street, residents are prohibited from parking their personal owned vehicles on the street during the designated restricted time periods.
- If NOT in favor of the proposed "NO OVERNIGHT PARKING" zone write "Opposed" on the petition form, while still completing name and address.

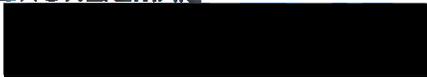
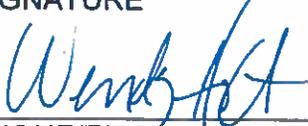
We, the undersigned, hereby request that the City of Eastvale consider the petition for establishment of the Residential "NO OVERNIGHT PARKING" zone with NO PARKING from 10:00pm-6:00am for the following streets:

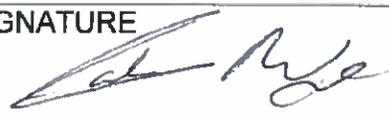
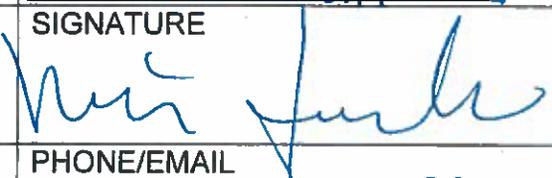
Name of Street	Limits
Oakdale St	Hamner Ave to Badminton St
Badminton St	Oakdale St to Caxton St
Caxton St	Black Horse St to Moonriver St
Emmerdale St	Caxton St to Black Horse St
Longleaf Ct	Cul-de-sac

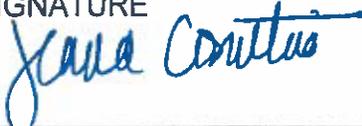
NAME	SIGNATURE
JAI ME MARTINEZ	
ADDRESS	PHONE/EMAIL
6422 CAXTON ST, EASTVALE	
NAME	SIGNATURE
James Vannoy	
ADDRESS	PHONE/EMAIL
6432 Caxton St. Eastvale	

NAME Disha Vora	SIGNATURE 
ADDRESS 6365 Caxton St Eastvale, CA 91752	PHONE/EMAIL 
NAME Angelica Padilla	SIGNATURE 
ADDRESS 6375 Caxton st Eastvale CA 91752	PHONE/EMAIL
NAME Jose Montilla	SIGNATURE 
ADDRESS 12559 Longleaf Ct Eastvale CA 91752	PHONE/EMAIL 
NAME Liz Gonzalez	SIGNATURE 
ADDRESS 12569 Longleaf Ct Eastvale, CA 91752	PHONE/EMAIL 
NAME EVELIO FERNANDEZ 12577 LONGLEAF	SIGNATURE 
ADDRESS 12579 LONG LEAF	PHONE/EMAIL 
NAME ANTHONY MA	SIGNATURE 
ADDRESS 6531 EMERALD ST EASTVALE CA 91752	PHONE/EMAIL

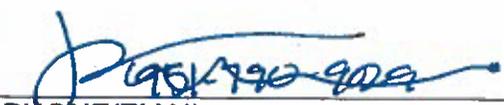
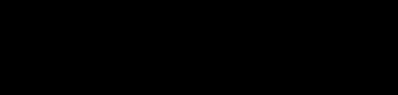
NAME Deanna Garcia	SIGNATURE 
ADDRESS 12550 Black Horse	PHONE/EMAIL
NAME Ryan Oaks 12540 Black Horse	SIGNATURE 
ADDRESS 12540 Black Horse	PHONE/EMAIL 
NAME MISTY STRAWN 6345 Caxton St.	SIGNATURE 
ADDRESS 4405 Caxton St 9087113910	PHONE/EMAIL 
NAME Drew Ferrul <del>6472</del> 6472 Caxton St.	SIGNATURE 
ADDRESS 6472 Caxton St	PHONE/EMAIL
NAME Zaki Madani 6415 Caxton St	SIGNATURE 
ADDRESS 6415 Caxton St	PHONE/EMAIL
NAME Ronald Fernandes	SIGNATURE 
ADDRESS 6422 Caxton St.	PHONE/EMAIL 

NAME Glenn Cabaya	SIGNATURE 
ADDRESS 6495 CAXTON ST EASTVALE, CA 91752	PHONE/EMAIL 
NAME Pamela Reyes 6515 Caxton St	SIGNATURE 
ADDRESS 6515 CAXTON ST	PHONE/EMAIL
NAME MICHAEL RUIZ 6525 CAXTON ST	SIGNATURE 
ADDRESS 6525 CAXTON ST	PHONE/EMAIL 
NAME EDWARD LYLOS	SIGNATURE 
ADDRESS 6572 CAXTON ST	PHONE/EMAIL 
NAME ROJUN DAN	SIGNATURE 
ADDRESS 6478 EMERALD ST	PHONE/EMAIL 
NAME Windy Holt	SIGNATURE 
ADDRESS 6635 Caxton St EASTVALE CA 91752	PHONE/EMAIL 

NAME Carlos Mejia	SIGNATURE 
ADDRESS 6412 CAYTON ST EASTVALE, CA 91752	PHONE/EMAIL 
NAME Paul Duncan	SIGNATURE 
ADDRESS 6435 CAYTON ST EASTVALE, CA 91752	PHONE/EMAIL 
NAME Julie Montelongo	SIGNATURE 
ADDRESS 12533 Black Horse St. Eastvale, CA 91752	PHONE/EMAIL 
NAME MARIA MACAYADN 6442 CAYTON ST. EASTVALE, CA 91752	SIGNATURE 
ADDRESS 6442 Cayton St. Eastvale, CA 91752	PHONE/EMAIL 
NAME <del>ELSA</del> ROMAN	SIGNATURE 
ADDRESS 6445 CAYTON ST.	PHONE/EMAIL 
NAME MARIA Tejada	SIGNATURE 
ADDRESS 6452 Cayton ST.	PHONE/EMAIL 

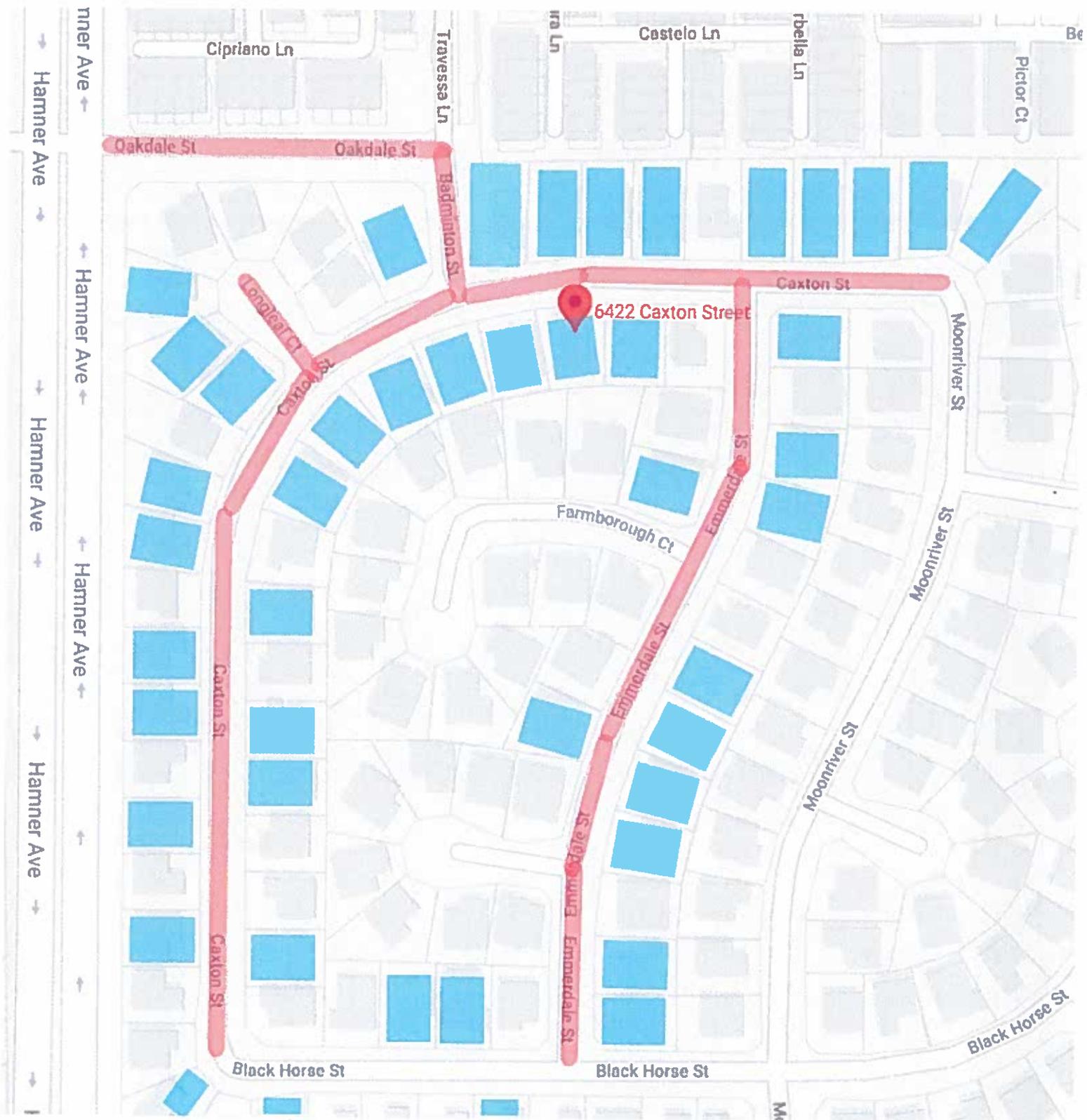
NAME IGNACZO R. GRACIA	SIGNATURE 
ADDRESS 6528 EMMERDALE ST. EASTVALE, CA 91752	PHONE/EMAIL 
NAME Liu Hsian Cheng	SIGNATURE 
ADDRESS 6488 Emmerdale St Eastvale, CA 91752	PHONE/EMAIL 
NAME Jeana Cosentino	SIGNATURE 
ADDRESS 6481 Emmerdale St. Eastvale, CA 91752	PHONE/EMAIL 
NAME Phillip Balara	SIGNATURE 
ADDRESS 6458 Emmerdale St Eastvale, CA 91752	PHONE/EMAIL
NAME JOSE L SANCHEZ	SIGNATURE 
ADDRESS 6444 MOONRIVER ST EASTVALE CA 91752	PHONE/EMAIL 
NAME Jose L Moreno	SIGNATURE 
ADDRESS 6375 Carlton St Eastvale CA 91752	PHONE/EMAIL 

NAME ALVIN TUASON	SIGNATURE 
ADDRESS 6462 CAXTON ST. EASTVALE, CA 91752	PHONE/EMAIL 
NAME Landy Rowan	SIGNATURE 
ADDRESS 6472 CAXTON EASTVALE, CA	PHONE/EMAIL Signature: 
NAME MIKE ALTIS	SIGNATURE Signature: 
ADDRESS 6472 CAXTON EASTVALE CA	PHONE/EMAIL 
NAME Sagar Timalsina	SIGNATURE 
ADDRESS 6485 Caxton St Eastvale CA	PHONE/EMAIL 
NAME MIKE CORONEL <del>6512 Caxton St. CA.</del>	SIGNATURE Signature: 
ADDRESS 6512 Caxton St.	PHONE/EMAIL 
NAME 6532 Caxton St.	SIGNATURE Signature: 
ADDRESS 6532 CAXTON ST	PHONE/EMAIL Signature: 

NAME Andrew De Leon	SIGNATURE 
ADDRESS 6522 Carlton St.	PHONE/EMAIL 
NAME Janet De Leon	SIGNATURE 
ADDRESS 6522 CANTON ST.	PHONE/EMAIL 
NAME BERTHA JIMENEZ	SIGNATURE 
ADDRESS 12573 BLACK HORSE ST	PHONE/EMAIL 
NAME Xurong Kong	SIGNATURE 
ADDRESS 6578 Emmerdale	PHONE/EMAIL 
NAME PRENSA MARTIN	SIGNATURE 
ADDRESS 6568 EMMERDALE	PHONE/EMAIL 
NAME Hina Ahmad	SIGNATURE 
ADDRESS 6538 Emmerdale ST	PHONE/EMAIL 

NAME Sean Gil	SIGNATURE 
ADDRESS 6545 Caxton st Eastvale, CA	PHONE/EMAIL
NAME Jaden Gil	SIGNATURE Jaden Gil
ADDRESS 6545 Caxton St Eastvale CA	PHONE/EMAIL
NAME Ryan Williams	SIGNATURE 
ADDRESS 6545 CAXTON ST EASTVALE	PHONE/EMAIL
NAME Araceli Serrano	SIGNATURE 
ADDRESS 6595 Caxton st. Eastvale	PHONE/EMAIL
NAME Gabriel Molina	SIGNATURE 
ADDRESS 6525 Caxton St Eastvale	PHONE/EMAIL
NAME Melissa Munoz	SIGNATURE 
ADDRESS 12950 Black Horse Crestline	PHONE/EMAIL

NAME <i>Adrian Sandoval</i>	SIGNATURE <i>Adrian Sandoval</i>
ADDRESS <i>6425 Caxton Street Eastvale CA 91752</i>	PHONE/EMAIL [REDACTED]
NAME <i>ERIC Tau</i>	SIGNATURE <i>Eric Tau</i>
ADDRESS <i>6385 caxton st</i>	PHONE/EMAIL [REDACTED]
NAME <i>Kenneth Cazares</i>	SIGNATURE <i>Kenneth Cazares</i>
ADDRESS <i>6518 Emmerdale St Eastvale CA 91752</i>	PHONE/EMAIL [REDACTED]
NAME	SIGNATURE
ADDRESS	PHONE/EMAIL
NAME	SIGNATURE
ADDRESS	PHONE/EMAIL
NAME	SIGNATURE
ADDRESS	PHONE/EMAIL





**PARKING PERMIT**



**City of Eastvale**

**RESIDENT**

**001**





## **AGENDA STAFF REPORT**

**City Council Meeting**

**City Council Business**

**Agenda Item No. 12.4**

**February 26, 2020**

## **Limonite Gap Closure Project Bridge Aesthetics/Geometrics Review**

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**Prepared By:** Gina Gibson-Williams, Community Development Director

### **Recommended Action(s)**

Review and provide comments related to the vehicular and pedestrian bridge aesthetics and geometrics for the Limonite Gap Closure Project.

### **Summary**

Mark Thomas will present concept aesthetics and geometrics for the vehicular and pedestrian bridges crossing the Cucamonga Creek Channel included within the Limonite Gap Closure Project. Two conceptual vehicular bridges and one pedestrian bridge section with proposed aesthetic features will be presented to the City Council.

### **Background**

On May 22, 2019, City Council approved a Professional Services Agreement with Mark Thomas for Planning, Engineering, and Environmental Work for Limonite Avenue, west of Archibald Avenue, and Bridge over Cucamonga Creek.

Mark Thomas will prepare plans, specifications, estimates, and construction contract documents for the Limonite Avenue vehicular bridge crossing the Cucamonga Creek Channel connecting Limonite Avenue from Archibald Ave to Hellman Ave. Mark Thomas presented a preliminary concept alignment to the Planning Commission and City Council in October 2019 for Limonite Avenue improvements from the Hellman Ave/Kimball Ave intersection to the Limonite Ave/Archibald Ave intersections, including a roundabout located within the Homestead private development. After receiving direction from the City Council to continue with the project as presented, the concept alignment was provided to the surrounding developers to include as part of their project improvements/development.

Mark Thomas has evaluated multiple bridge types for both the vehicular and pedestrian bridges and identified a cost-effective and environmentally-sensitive bridge type for each that also provides flexibility with aesthetics. Mark Thomas has identified two geometric alternatives for the vehicular bridge, with the only difference being the inclusion of a 42" high concrete barrier separating vehicular traffic from pedestrians/bicyclists in a multi-use trail in lieu of a 4' wide, 8" high raised median providing the separation. The Concrete barrier will provide approximately 5' less of total bridge width allowing savings to the project of \$320,000. However, the barrier severely limits the visibility of the primary bridge aesthetic features to the vehicular traffic when compared to the raised median alternative.

The Limonite Gap Closure Project was originally listed in the TUMF program with a budget in the amount of \$5,000,000 as it was assumed the Limonite Avenue vehicular bridge would cross perpendicularly to the Cucamonga Creek Channel. However, due to adjacent development and the location of the existing east west connections at the Hellman Ave/Kimball Ave and Limonite Ave/Archibald Ave intersections, Limonite Avenue alignment crosses the channel with a significant skew, resulting in close to double the original estimated bridge length. Understanding there is a current deficit between available project funding and estimated project costs, the City and Mark Thomas have identified the following potential funding sources to work toward securing additional funding/grants to construct the project improvements:

- 1) Transportation Uniform Mitigation Fee - Due to the bridge skew and complexity of the bridge as previously identified, the City could approach Western Riverside Council of Governments (WRCOG) for a proportional increase in TUMF funds.
- 2) Road and Bridge Benefit District (RBBB) – This is a City revenue source strictly for road and bridge impacts from developments. Limonite Avenue is listed as one of the eligible areas. Based upon the FY 19/20 Budget, there is approximately \$7,000,000 available in this fund and only \$25,000 in expenditures for the fiscal year. The City could elect to move these funds into the project.
- 3) Measure A - The City receives Measure A funds, sales tax dedicated to transportation improvements, from Riverside County Transportation Commission (RCTC). For FY 19/20, the City received over \$1,470,000 in Measure A and, after expenditures, and an available balance of \$2,600,000 shown in the budget. The City could allocate its available Measure A funds towards project construction. The City could also approach RCTC to see if additional Measure A funds could be obtained through the "Regional Arterial System" funds identified in the 2002 Expenditure Plan.
- 4) Future Sales Tax Measure - RCTC will be going for a new sales tax measure in 2020 to fund transportation improvements. An expenditure plan for the Traffic Relief Plan has been developed and includes funding in Western Riverside County for "Improving Traffic Flow on Major Local Roads". Limonite Avenue is listed as one of the facilities under this category which provides investment roads that connect neighborhoods to growing employment and economic activity and reduce strain on these roads. The City could discuss with RCTC how these funds will be allocated and position for these monies.
- 5) Local Partnership Program - The Local Partnership Program (LPP) is state-only funds comprised of two components: formulaic and competitive. In Riverside County, formulaic funds are distributed to RCTC as they are the sales tax authority. The City is eligible for the competitive component funds because of Measure A, TUMF, development impact fee, and RBBB. LPP funds projects that include roadway extensions, bridges, and active transportation elements. LPP is on a two-year cycle, with the Formulaic Component Cycle 3 and Competitive Component Cycle 2 applications due in June 2020. The maximum

award is \$25,000,000. The City could discuss with RCTC receiving formula funds or compete for the competitive funds this year.

- 6) Active Transportation Program - The Active Transportation Program (ATP) consists of federal and state funds. There are three components: The Statewide competition (50%), Metropolitan Planning Organization (MPO) projects for regions with 200,000 or more residents (40%), and small urban and rural regions with populations of less than 200,000 (10%). A minimum of 25% of the funds must go towards disadvantaged communities. The program funds on-street bicycle facilities, sidewalks, multiuse trails, shade trees, and bridges. The next Call for Projects, Cycle 5, is scheduled to be released in March 2020 and due in June 2020. The City could compete for funds this year for the non-motorized components of the project.

Mark Thomas will present a summary and recommendation of the preferred bridge types, geometric alternative, and concept aesthetic plan to the City Council. Additionally, this presentation will include the project estimate and funding opportunities.

### **Strategic Plan Action – Priority Level: 1A | Target #: 3 | Goal #: 3**

Create value-added development.

#### **Fiscal Impact**

This project is partially funded in the amount of \$1,565,400 in Fiscal Year 2019/2020 and the amount of \$2,200,000 in Fiscal Year 2020/2021 for a total budget amount of \$3,765,400. The total project is estimated to cost approximately \$20,000,000.

#### **Prior Council Action**

On May 22, 2019, City Council approved a Professional Services Agreement with Mark Thomas for Planning, Engineering, and Environmental Work for Limonite Avenue, west of Archibald Avenue, and Bridge over Cucamonga Creek.

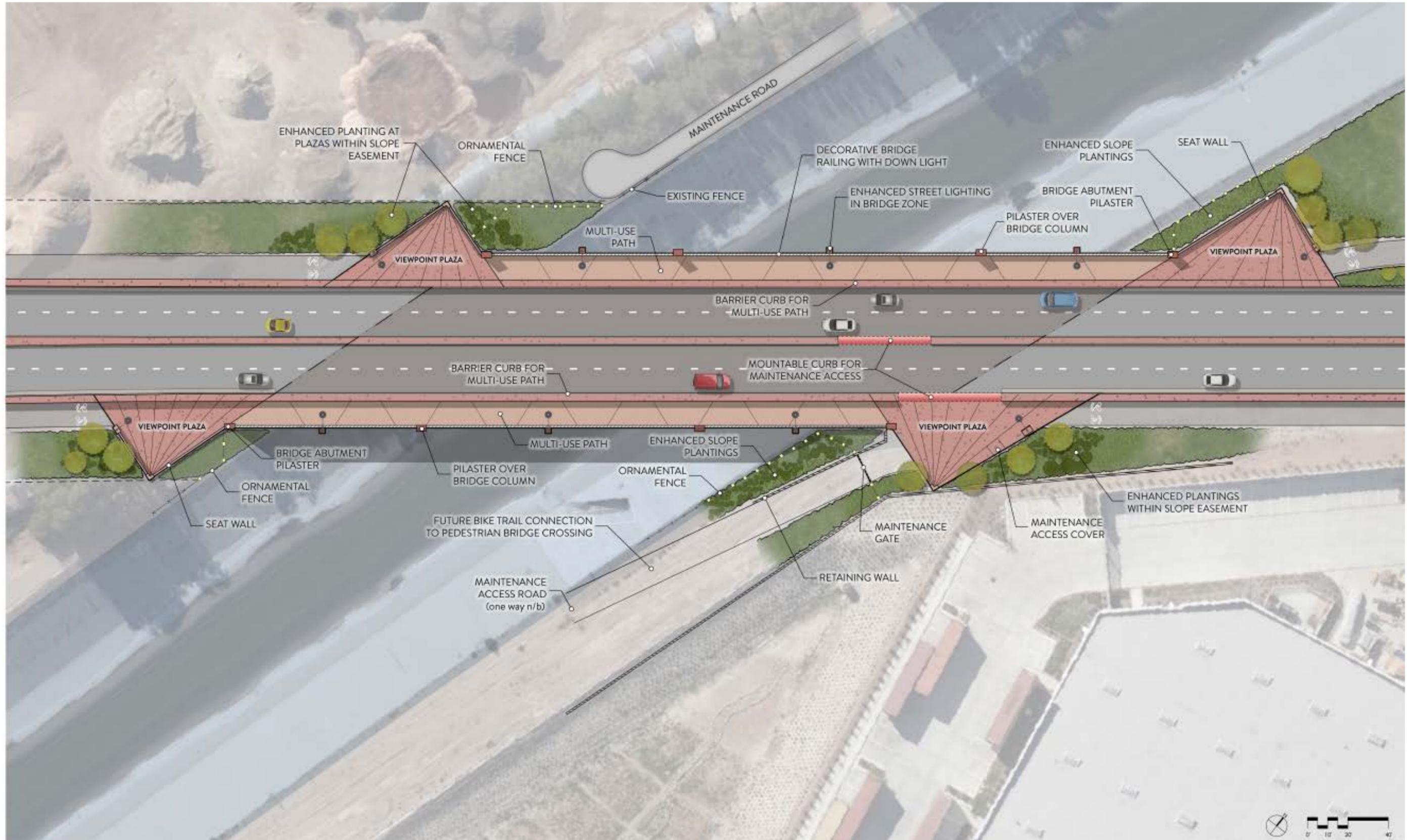
On October 23, 2019, City Council provided direction regarding the Limonite Gap Closure Project Concept Review to allow the use of a roundabout for the intersection control for the intersection of Limonite Avenue and the proposed driveway to the Homestead Development.

On November 13, 2019, City Council Adopt Resolution 2019-55 delegating authority for the City Engineer to utilize Engineering Design Standards and Design Guidance for the public right-of-way. This allowed the City Engineer to authorize the design of lane widths that will provide for safe vehicular use while saving substantial costs for the bridge due to a narrower required width.

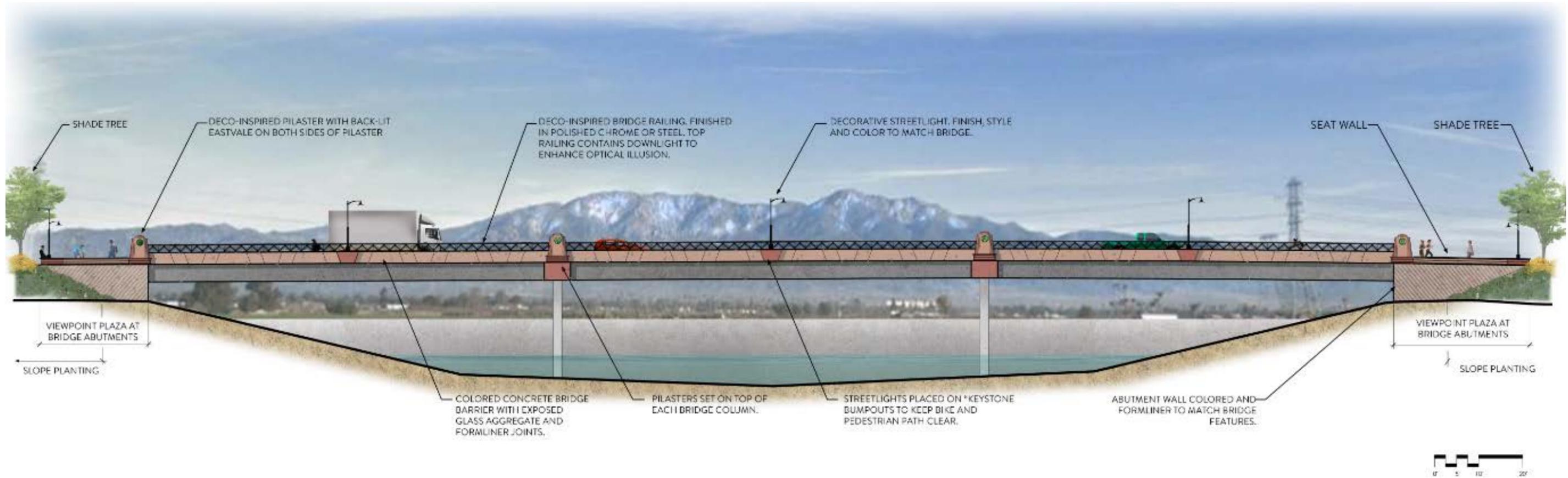
## **Attachment(s)**

1. Bridge Plan View
2. Bridge Elevation View
3. Bridge Section View
4. Pedestrian Bridge Plan View
5. Pedestrian Bridge Elevation View

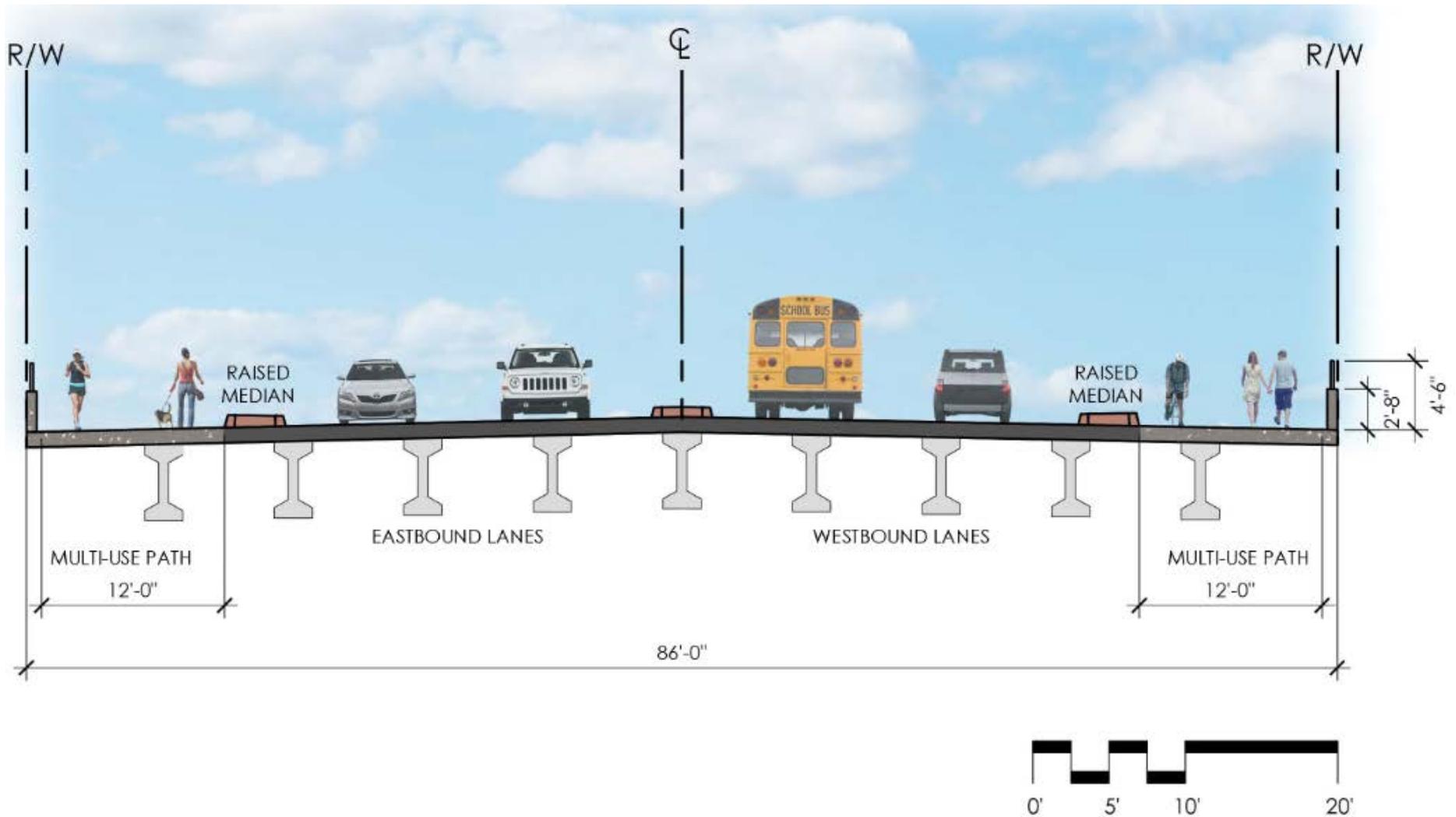
# Attachment 1 – Limonite Avenue / Cucamonga Creek Bridge Plan View

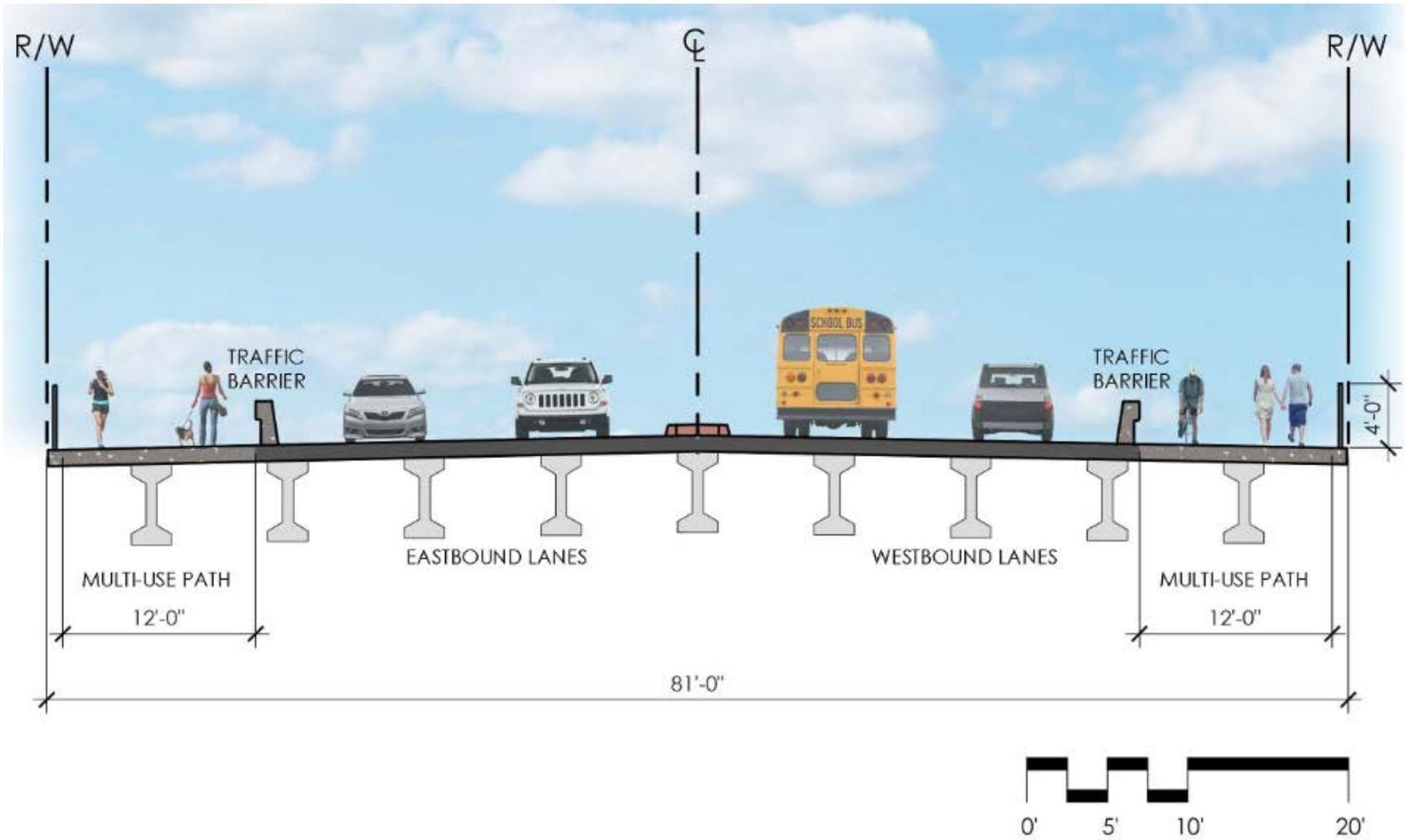


# Attachment 2 – Limonite Avenue / Cucamonga Creek Bridge Elevation View

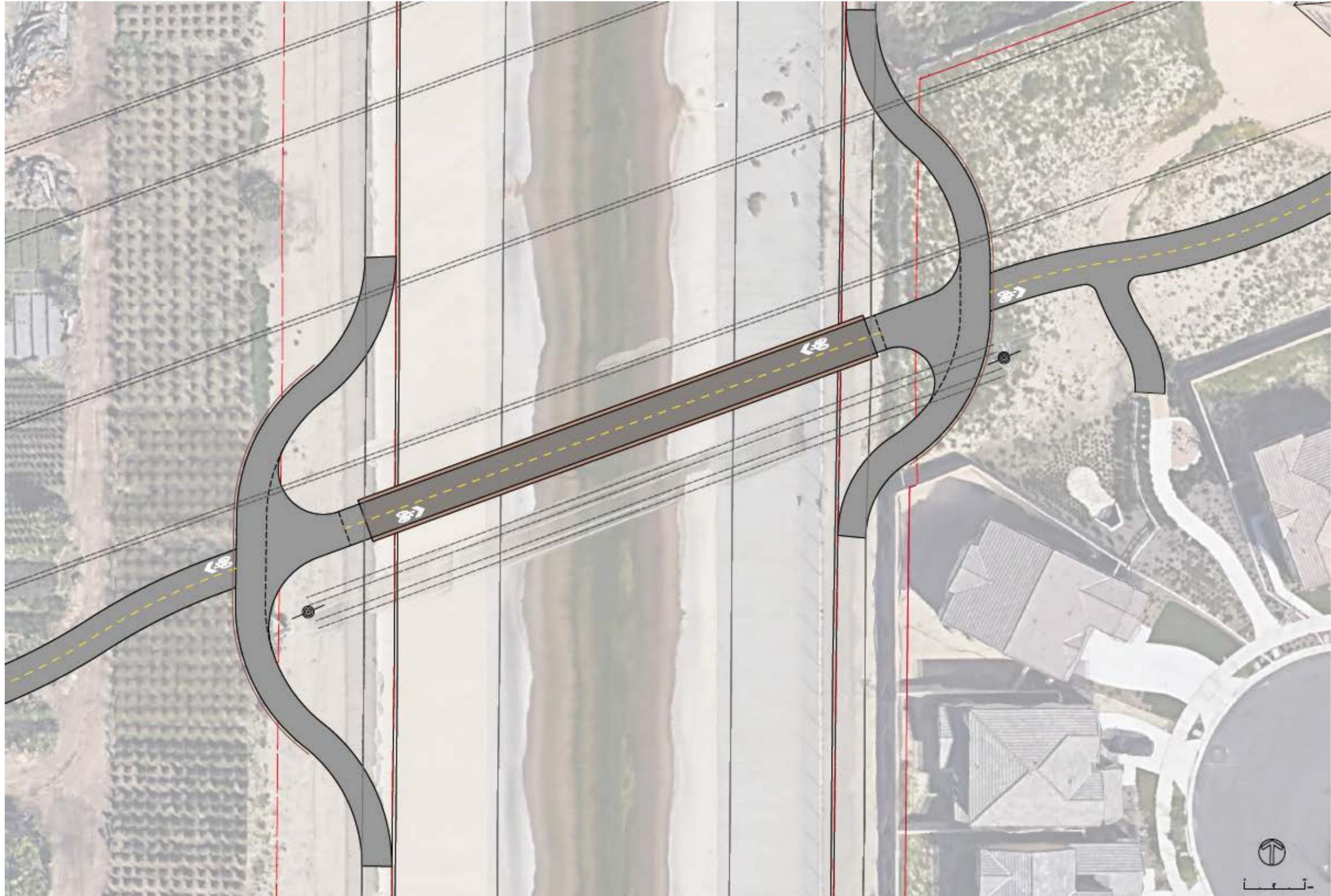


# Attachment 3 – Limonite Avenue / Cucamonga Creek Bridge Section View Raised Median Separation Between Travel Lanes and Multi-Use Path





# Attachment 4 – Pedestrian Bridge Plan View



# Attachment 5 – Pedestrian Bridge Elevation View





## **AGENDA STAFF REPORT**

**City Council Meeting**

**City Council Business**

**Agenda Item No. 12.5**

**February 26, 2020**

## **State Senate Bill 743 (SB 743) Implementation Educational Presentation**

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**Prepared By:** Gina Gibson-Williams, Community Development Director

### **Recommended Action(s)**

Receive and file the presentation.

### **Summary**

Fehr & Peers will provide an educational presentation outlining key elements involved in the City's implementation of SB 743, which creates a process to change the way transportation impacts are analyzed under CEQA. The presentation will include an overview of SB 743, transportation impact analysis using Vehicle Miles Traveled (VMT) for proposed public and private projects, and progress in the City's implementation of SB 743 CEQA amendment requirements.

### **Background**

In 2013, Governor Jerry Brown signed SB 743, which creates a process to change the way that transportation impacts are analyzed under CEQA. Specifically, SB 743 requires the Office of Planning and Research (OPR) to amend the CEQA Guidelines to provide an alternative to Level of Service (LOS) for evaluating transportation impacts. Particularly within areas served by transit, those alternative criteria must "promote the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses." (Public Resources Code Section 21099(b)(1).) Measurements of transportation impacts may include "vehicle miles traveled, vehicle miles traveled per capita, automobile trip generation rates, or automobile trips generated." (Ibid.) Once the CEQA Guidelines are amended to include those alternative criteria, automobile delays will no longer be considered a significant impact under CEQA. (Id. at subd. (b)(2).) Transportation impacts related to air quality, noise and safety must still be analyzed under CEQA where appropriate. (Id. at subd. (b)(3).) SB 743 also amended congestion management law to allow cities and counties to opt out of LOS standards within certain infill areas. (See Government Code Sections 65088.1 and 65088.4.) This shift in

transportation impact focus is expected to better align transportation impact analysis and mitigation outcomes with the State's goals to reduce greenhouse gas (GHG) emissions, encourage infill development, and improve public health through more active transportation. These requirements impact all public and private development projects within the State that do not have CEQA clearance prior to July 1st, 2020.

To assist member agencies within the Western Riverside Council of Governments (WRCOG) with the adoption of SB 743, WRCOG developed the WRCOG SB 743 Implementation Pathway in March of 2019 (<https://www.fehrandpeers.com/wp-content/uploads/2019/12/WRCOG-SB743-Document-Package.pdf>) that provides research, analysis, and other evidence to support their final SB 743 implementation tools and recommendations. Fehr & Peers is currently working with City Staff to establish VMT methodology, Thresholds of Significance that trigger transportation impacts under CEQA, traffic impact study guidelines, and mitigation measures to minimize traffic impacts to the surrounding community.

**Strategic Plan Action –**

**Priority Level: 1A | Target #: 2 | Goal #: 4**

Enhance traffic safety enforcement education.

**Priority Level: 3 | Target #: 6 | Goal #: 1**

Enhance mobility and connectivity

**Fiscal Impact**

None, this is an educational presentation only.

**Prior City Council Action**

None.

**Attachment(s)**

1. Senate Bill 743 - CEQA Analysis of Transportation Impacts Workshop PowerPoint Presentation.



## **AGENDA STAFF REPORT**

**City Council Meeting**

**Workshop**

**Agenda Item No. 15.1**

**February 26, 2020**

## **Fiscal Year 2020/21 Budget Workshop #1 – Goal Setting, Public Safety**

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**Prepared By:** Amanda Wells, Finance Director/City Treasurer

### **Recommended Action(s)**

Discuss and provide direction to staff on Budget Priorities and Goals for Public Safety.

### **Summary**

Review public safety priorities and goals for the Fiscal Year 2020/21 Budget.

### **Background**

The Fiscal Year 2020/21 Budget Workshop #1 will focus entirely on Public Safety, with a focus on fire and police services. At this budget workshop, staff will present information relating to levels of service and programs for fire and police, in addition to the projected costs to provide those services and programs.

Fire services are provided by Cal Fire through a contract with Riverside County, staff will present historical information regarding contract costs and projected trends.

Police services are provided by the Riverside County Sheriff and staff will present historical information on contract costs and projected trends.

Community Enhancement and Safety which oversees Code Enforcement, CERT, Street Sweeping, Emergency Management, and supports Neighborhood Watch Program will present a one-year review.

Staff from the City, CalFIRE, and Riverside Sheriff will be on hand to hear ideas, concerns, issues, and desires to enhance public safety in Eastvale, the 12<sup>th</sup> Safest City in California

**Strategic Plan Action – Priority Level: N/A | Target #: 5 | Goal #: 1**

Enhance transparency e.g. “open government.”

**Fiscal Impact**

Not Applicable.

**Prior City Council/Commission Action**

Not Applicable.

**Attachment(s)**

None.