



CITY OF EASTVALE

REGULAR CITY COUNCIL MEETING AGENDA

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

Closed Session Meeting: 5:30 PM

Regular City Council Meeting: 6:30 PM

Tuesday, October 7, 2025

City Councilmembers

Michael McMinn, Mayor

Jocelyn Yow, Mayor Pro Tem

Christian Dinco, Councilmember

Clint Lorimore, Councilmember

Todd Rigby, Councilmember

Mark Orme, City Manager

Erica Vega, City Attorney

Marc Donohue, Government Services Director/City Clerk

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

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



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

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

1. CALL TO ORDER

2. ROLL CALL

3. CLOSED SESSION PUBLIC COMMENT

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

4. CLOSED SESSION ITEM(S)

4.1. CONFERENCE WITH LEGAL COUNSEL (Government Code Section 54956.9(d)(4))
Consider a request to join in filing an Amicus Brief to the United States Supreme Court in the case of City of Huntington Beach, et al. v. Newsom, et al., No. 25-337 (US Supreme Court)

4.2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS Property: Lots 10 of Tract Map No. 38594 recorded on March 15, 2024. Agency Negotiator: Community Development Director Gustavo Gonzalez Negotiating Parties: The New Home Company; Arroyo Cap III-2, LLC Under Negotiation: Price and Terms of Payment

5. INVOCATION

6. PLEDGE OF ALLEGIANCE

7. ADDITIONS/REVISIONS

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

8. PRESENTATIONS/ANNOUNCEMENTS

- 8.1. Red Ribbon Week Proclamation**
- 8.2. Breast Cancer Awareness Month Proclamation**
- 8.3. Introduction of Roy Zamora, Code Enforcement Officer**
- 8.4. Code Enforcement Officer Appreciation Week Proclamation**

9. AGENCY PARTNER UPDATES

- 9.1. JCSD's Recycled Water Program Project Presentation**
- 9.2. JCSD's Making Conservation a California Way of Life Presentation**

10. PUBLIC COMMENT

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

11. CONSENT CALENDAR

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

11.1. City Council Meeting Minutes

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

RECOMMENDED ACTION(S):

Staff recommends that the City Council approve City Council Meeting minutes from the regular meeting on September 24, 2025.

11.2. Approval of Agreements for the 2025-2026 Community Development Block Grant Program Year

Submitted by: Samantha Greven, Management Analyst

RECOMMENDED ACTION(S):

Staff recommends that the City Council:

1. Approve the Supplemental Agreement for the 2025-2026 Community Development Block Grant Program Year;
2. Authorize the City Manager to execute the Supplemental Agreement for the 2025-2026 Community Development Block Grant Program Year.

11.3. Civic Center Project Capital Improvement Plan Budget Amendment

Submitted by: Amanda Wells, Finance Director/City Treasurer

RECOMMENDED ACTION(S):

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

1. Amendments to Civic Center Phase One Capital Improvement Projects: City Hall (95011), Library (95012), Police Station (95014), and Civic Center Site Improvement (95023) as presented in Attachment 1; and
2. A Resolution of the City Council of the City of Eastvale, California, Amending the 2025-26 Fiscal Year Capital Improvement Plan and Budget for the aforementioned Capital Improvement Projects; and
3. A Resolution of the City Council of the City of Eastvale, California, Approving the Commitment of Fund Balance Pursuant to GASB 54; and
4. Authorize the City Manager to execute all necessary documents to facilitate the above actions.

11.4. Adoption of the 2025 California Building Standards Code

Submitted by: Richard Hicks, Building Official

RECOMMENDED ACTION(S):

Staff recommends that the City Council:

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

11.5. Agreement with Feeding America Riverside - San Bernardino For Edible Food Recovery Services

Submitted by: Simone Blackwell, Environmental Compliance Analyst

RECOMMENDED ACTION(S):

Staff recommends that the City Council authorize the City Manager to execute an agreement with Feeding America Riverside-San Bernardino to provide edible food recovery services for City-sponsored events.

12. PUBLIC HEARINGS

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

13. CITY COUNCIL BUSINESS

14. CITY MANAGER/CITY STAFF REPORT

15. CITY COUNCIL COMMUNICATIONS/COMMITTEE REPORTS

16. ADJOURNMENT

The next regular meeting of the Eastvale City Council is scheduled for Wednesday, October 22, 2025, at 6:30 p.m. at Eastvale City Hall Council Chambers, 12363 Limonite Avenue, Suite 900, Eastvale, CA 91752.

17. AFFIDAVIT OF POSTING

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

Marc A. Donohue, MMC
City Clerk

MINUTES

CITY OF EASTVALE

CITY COUNCIL MEETING
Wednesday, September 24, 2025
Regular Meeting: 6:30 PM

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

1. CALL TO ORDER

The regular meeting of the Eastvale City Council Meeting was called to order at 6:30 p.m. by Mayor McMinn.

2. ROLL CALL

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

Absent:

City Staff

Present: City Manager Mark Orme, City Attorney Erica Vega, and Senior Management Analyst Jessica Cooper were present at Roll Call. Other staff members were present.

3. CLOSED SESSION PUBLIC COMMENT – None

4. CLOSED SESSION ITEMS – None

5. INVOCATION

Pastor Ed Moreno from New Day Christian Church offered the invocation.

6. PLEDGE OF ALLEGIANCE

Arna and Anya from Eastvale Troop 251 G led the Pledge of Allegiance.

7. ADDITIONS/REVISIONS – None

8. PRESENTATIONS/ANNOUNCEMENTS

8.1 Hispanic Heritage Month Proclamation

The Hispanic Heritage Month Proclamation was presented.

9. AGENCY PARTNER UPDATES

9.1 Nurse Navigation Program Presentation

Cal Fire Chief Tim Voigt provided a presentation and answered related questions.

10. PUBLIC COMMENT

The following individuals provided public comment:

- Tasneem Rizvi (via email)

11. CONSENT CALENDAR

On motion of Councilmember Lorimore second by Mayor McMinn, the City Council voted unanimously to approve the Consent Calendar.

11.1 City Council Meeting Minutes

The City Council approved the meeting minutes from the regular meeting on September 10, 2025.

11.2 Planning Division Update

The City Council received and filed the Planning Division Update.

11.3 Public Works Department Update

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

11.4 Treasurer's Report: August 2025

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

11.5 Purchase of Two (2) 2025 Ford F-150 Lightning Pro Trucks for the Public Works Department and Budget Appropriation

The City Council:

1. Authorized the issuance of a purchase order to National Auto Fleet Group, in an amount not to exceed \$110,000, for the acquisition of two (2) 2025 Ford F-150 Lightning trucks; and
2. Authorized the issuance of a purchase order, in an amount not to exceed \$24,000, for the upfitting of the two (2) 2025 Ford F-150 Lightning trucks; and

3. Approved and adopted Resolution 25-49, amending the Fiscal Year 2025-26 Budget by \$134,000 for the purchase and upfitting of two (2) 2025 Ford F-150 Lightning trucks; and
4. Authorized the City Manager to execute all necessary documents to complete the purchase.

12. PUBLIC HEARINGS – None

13. CITY COUNCIL BUSINESS

13.1 Public Works Update: Crack Seal and Mastic Pavement Treatment Program

Public Works Director/City Engineer Chung presented the item and answered related questions.

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

On motion of Councilmember Dinco and second by Councilmember Rigby, the City Council voted unanimously to direct staff to commence the implementation of a standalone Crack Seal and Mastic Pavement Treatment Program for city-maintained roads.

13.2 Quarterly Economic Development Updates

Economic Development Manager Fung presented the item and answered related questions.

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

The City Council received and filed the report.

13.3 Artificial Intelligence (AI) Presentation

Director of Community Safety & Technology Terfehr presented the item and answered related questions.

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

The City Council received and filed the presentation.

14. CITY MANAGER/CITY STAFF REPORT

City Manager Orme provided an update on upcoming City events.

15. CITY COUNCIL COMMUNICATIONS/COMMITTEE REPORTS

15.1 League of California Cities

No report was provided.

15.2 Southern California Association of Governments

No report was provided.

15.3 Western Riverside Council of Governments

No report was provided.

15.4 Riverside Transit Agency

Mayor Pro Tem Yow provided a report.

15.5 Northwest Mosquito and Vector Control District

Councilmember Lorimore provided a report.

15.6 Riverside County Transportation Commission

No report was provided.

15.7 Western Riverside County Regional Conservation Authority

No report was provided.

15.8 Finance Committee

No report was provided.

15.9 Eastvale Schools Committee

No report was provided.

15.10 Business and Development Success Ad-Hoc Committee

No report was provided.

15.11 Eastvale Legislative Ad-Hoc Committee

No report was provided.

15.12 Eastvale Community Services Ad-Hoc Committee

No report was provided.

15.13 City Council Communications

The City Council provided comments.

Councilmember Dinco requested that the City Council meeting end with a moment of silence in memory of Charlie Kirk.

ADJOURNMENT – Mayor McMinn adjourned the regular meeting at 8:00 P.M. The next regular meeting of the Eastvale City Council is scheduled for Tuesday, October 7, 2025, at 6:30 P.M.

Marc A. Donohue, MMC
City Clerk



AGENDA STAFF REPORT

City Council Meeting

CONSENT CALENDAR

Agenda Item No. 11.2

October 7, 2025

Approval of Agreements for the 2025-2026 Community Development Block Grant Program Year

Prepared By:

Samantha Greven, Management Analyst

Recommended Action(s)

Staff recommends that the City Council:

1. Approve the Supplemental Agreement for the 2025-2026 Community Development Block Grant Program Year;
2. Authorize the City Manager to execute the Supplemental Agreement for the 2025-2026 Community Development Block Grant Program Year.

Summary

A Supplemental Agreement has been received from the County of Riverside Department of Housing and Workforce Solutions (HWS) regarding the Community Development Block Grant (CDBG) 2025-2026 project:

City of Eastvale Home Enhancement Program - \$154,917

The Home Enhancement Program is an existing County of Riverside program and the County will manage all aspects of the program.

Background

The Community Development Block Grant (CDBG) is a Federally funded block grant program created by Congress in 1974. CDBG grants are awarded to local governments and non-profit sponsors to

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951.361.0900 | eastvaleca.gov

carry out community development activities by providing decent housing, a suitable living environment, and opportunities to expand economic opportunities, principally for low-and moderate-income persons. CDBG funds are allocated by the U.S. Department of Housing and Urban Development (HUD) to state and local governments on a yearly basis with the goal of developing activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services.

The City Council previously elected to allocate the entirety of Eastvale's FY 25/26 CDBG funding (\$154,917) to the County of Riverside Home Enhancement Program (HEP).

Analysis

The County of Riverside has issued the Supplemental Agreement for the 2025-2026 CDBG program year. This agreement details the reporting requirements and funding drawdown procedures for the City of Eastvale's approved CDBG projects. By formalizing the partnership between the County of Riverside and the City of Eastvale, the agreement enables both entities to advance the funding and implementation of these programs.

Environmental

Approving and authorizing the execution of agreements for the 2025-2026 CDBG program year is not a project pursuant to the California Environmental Quality Act (CEQA) and no environmental review is required.

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

Leverage grant funding.

Fiscal Impact

HWS will make available \$154,917 in CDBG funding to the County of Riverside's Home Enhancement Program (HEP) to be used by Eastvale residents. As this is a County of Riverside program, funding will not be disbursed to the city and budget will not be appropriated.

Prior City Council/Commission Action

January 8, 2025 - City Council approved agreements for the 2024-2025 Community Development Block Grant Program Year.

November 13, 2024 - City Council allocated the entirety of Eastvale's 2025-2026 CDBG allocation to the County of Riverside Home Enhancement Program (HEP).

November 8, 2023 – City Council elected to approve and adopt Eastvale's 2024-2029 five-year HUDCPD funding priorities as: Americans with Disabilities Act (ADA) Improvements, Library Services, Senior Services, Youth Services, Home Improvement Services. City Council also allocated \$15,000 of the FY 24/25 CDBG funding to the Corona-Norco Family YMCA for their Senior Health and Wellness Program, and then designated the entirety of the remaining funds (\$143,629) to the County of Riverside Home Enhancement Program (HEP).

Attachment(s)

[Attachment 1 - City of Eastvale Supplemental Agreement CDBG FY 2025-2026](#)

**SUPPLEMENTAL AGREEMENT FOR THE USE OF
2025-2026 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

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

The COUNTY and CITY mutually agree as follows:

1. GENERAL. COUNTY and CITY have executed a Cooperation Agreement, dated July 24, 2023 (“Cooperation Agreement”), whereby CITY elected to participate with COUNTY, which has qualified as an "Urban County" for purposes of receiving Community Development Block Grant (CDBG) funds (“CDBG”), and to assist and undertake essential community development and housing assistance activities pursuant to the Housing and Community Development Act of 1974, Title 1, as amended, Public Law 93-383 hereinafter referred to as "Act." Said Cooperation Agreement, is incorporated herein by reference and made a part of this Agreement as if each and every provision was set forth herein.

2. CITY promises and agrees to undertake and assist with the community development activities (Public Facility Activities) with the \$154,917 from its 2025-2026 CDBG allocation to activities identified below, hereinafter referred to as Public Facility Activities, specifically identified in Exhibit(s) A, attached hereto, and are incorporated herein by this reference, for the following project(s):

A) 2.EV.24-25 City of Eastvale Home Enhancement Program, \$154,917.

3. TERMS OF AGREEMENT. The term of this Agreement for the implementation of the (Public Facility Activities) Project(s) shall be for a period of two (2) years from July 1, 2025, to June 30, 2027.

4. COMPLETION SCHEDULE. CITY shall proceed consistent with the completion schedule set forth in Exhibit(s) A, attached hereto and incorporated herein.

5. EXTENSION OF TIME. In the event the Project(s) are not substantially completed by the time set forth in the applicable completion schedule(s) due to a force majeure event (See Section 40

1 below), the COUNTY may consider extending the schedule for the completion of the project(s). Times
2 of performance for other activities may also be extended in writing by COUNTY. If substantial progress
3 toward completion in conformance with the completion schedule, as determined by COUNTY in its
4 discretion, of the project(s) not made during the term of this Supplemental Agreement, COUNTY may
5 suspend or terminate this Supplemental Agreement pursuant to the termination procedures set forth in
6 the section titled "Termination," and the entitlement funds associated with the Project(s) may be
7 reprogrammed by the COUNTY after appropriate notice is provided to the City.

8 6. LETTER TO PROCEED. CITY shall not initiate nor incur expenses for the CDBG-
9 funded Projects or activities covered under the terms of this Supplemental Agreement as set forth in
10 Exhibit(s) A, attached hereto, prior to receiving written authorization from COUNTY to proceed.

11 7. NOTICES. Each notice, request, demand, consent, approval or other communication
12 (hereinafter in this Section referred to collectively as "notices" and referred to singly as a "notice") which
13 the CITY or COUNTY is required or permitted to give to the other party pursuant to this Agreement
14 shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally
15 delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received
16 at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier)
17 designating early morning delivery (any notice so delivered shall be deemed to have been received on
18 the next Business Day following receipt by the courier); or (c) sent by United States registered or certified
19 mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States
20 Postal Service (any notice so sent shall be deemed to have been received two days after mailing in the
21 United States), addressed to the respective parties as follows:
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<u>COUNTY</u>	<u>CITY</u>
Heidi Marshall, Director	Mark Orme, City Manager
Riverside County HWS	City of Eastvale
P.O. Box 1528	12363 Limonite Avenue, Suite 910
Riverside, CA 92502	Eastvale, CA 91752

8. DISBURSEMENT OF FUNDS.

A. COUNTY's Board of Supervisors shall determine the final disposition and distribution of all funds received by COUNTY under the Act consistent with Sections 2 and 3 of this Supplemental Agreement. COUNTY, through its Department of Housing, and Workforce Solutions, shall make payment of the CDBG funds to CITY as set forth in the attached Exhibit(s) A. It is the CITY's responsibility to monitor all project activities set forth in the attached Exhibit(s) A, and to ensure compliance with applicable federal regulations and the terms of this Supplemental Agreement.

B. CITY shall comply with timely drawdown of CDBG Entitlement funding by expeditiously implementing and completing the COUNTY-approved, CDBG-funded Projects. CITY acknowledges that CITY's drawdown performance directly impacts the COUNTY's overall program drawdown rate. If the CITY's unobligated CDBG fund balance, as of January 31, 2026, exceeds one hundred and seventy-five percent (175%) of the CITY's 2025-2026 CDBG allocation, the COUNTY may, in its sole discretion, take the necessary administrative actions to reduce the CITY's CDBG fund balance. Necessary actions include, but are not limited to, reprogramming the excess CDBG fund balance to other eligible activities as selected by COUNTY. COUNTY may, in its sole and absolute discretion, authorize CITY in writing, prior to January 31, 2026, to exceed the CDBG fund balance requirement.

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

D. All authorized obligations incurred in the performance of the Supplemental Agreement for projects eligible under the following CDBG regulations must be reported in writing to COUNTY no later than June 1, 2027:

- 1 1. Acquisition [24 Code of Federal Regulations (CFR) 570.201 (a)]
- 2 2. Clearance Activities [24 CFR 570.201 (d)]
- 3 3. Interim Assistance [24 CFR 570.201 (f)]
- 4 4. Code Enforcement [24 CFR 570.202 (c)]

5 All public service activities [24 CFR 570.201 (e)] and other eligible activities under this
6 Supplemental Agreement must be implemented, completed, and obligations reported in writing to the
7 COUNTY by the CITY no later than the completion schedules set forth in the attached Exhibits to this
8 Supplemental Agreement. "CFR" as used herein refers to the Code of Federal Regulations.

9 9. RECORDS AND INSPECTIONS.

10 A. CITY shall establish and maintain financial, programmatic, statistical, and other
11 supporting records of its operations and financial activities in accordance with the Uniform
12 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part
13 200), and 24 CFR Section 570.502 (a), as they relate to the acceptance and use of federal funds under
14 this Agreement. Said records shall be retained for a period of four (4) years from the date that the activity
15 or program funded with the CDBG Grant is closed out by the COUNTY and reported as complete in the
16 Comprehensive Annual Performance and Evaluation Report (CAPER). Exceptions to the four (4) year
17 retention period requirement, pursuant to 2 CFR 200.333 include, but not limited to, the following:

- 18 i. if any litigation, claim, or audit is started prior to the expiration of the four
19 (4) year period;
- 20 ii. when the CITY is notified in writing by the COUNTY, HUD, or other
21 Federal agency to extend the retention period;
- 22 iii. records for real property and equipment acquired with CDBG funds must
23 be retained for four (4) years after final disposition;
- 24 iv. when the records are transferred by the CITY to the COUNTY, HUD, or
25 other Federal agency, the four (4) year period is not applicable.

26 B. CITY shall obtain an external audit in accordance with the Uniform
27 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR
28 Section 200.500). Audits shall usually be performed annually but not less frequently than every two

1 years. Nonprofit institutions and government agencies that expend less than \$750,000 a year in Federal
2 awards are exempt from Federal audit requirements, but records must be available for review by
3 appropriate officials of the Federal grantor agency or subgranting entity. The audit report shall be
4 submitted to the COUNTY within 180 days after the end of the COUNTY'S fiscal year.

5 C. CITY shall maintain a separate account for the CITY'S CDBG Entitlement funds
6 received as set forth in Exhibit(s) A attached hereto.

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

12 E. CITY shall not retain any program income as defined in 24 CFR 570.500. Said
13 program income shall be used only for the activities that are the subject of this Agreement. Further, all
14 provisions of this Agreement shall apply to such activities.

15 F. The CITY shall ensure that at least fifty-one percent (51%) of the persons
16 benefiting from all CDBG-funded activities or projects designated as serving limited clientele [24 CFR
17 570.208(a)(2)(i)] are of low and moderate-income and meet the applicable household income guidelines.
18 The CITY shall provide the required income certification and direct benefit documentation, in writing,
19 to the COUNTY pursuant to the reporting requirement of each activity as set forth in Exhibit(s) A,
20 attached hereto. In the event that CITY engages the services of a sub-contractor to implement CDBG-
21 funded activities, the CITY must collect, in writing, all required income certification and direct benefit
22 documentation from subcontractors prior to submittal to the COUNTY pursuant to the reporting
23 requirement of each activity as set forth in Exhibit(s) A, attached hereto.

24 10. COMPLIANCE WITH LAWS. CITY shall comply with all applicable federal, state, and
25 local laws, regulations, and ordinances and any amendments thereto and the federal regulations and
26 guidelines now or hereafter enacted pursuant to the Act. More particularly, CITY is to comply with those
27 regulations found in the Uniform Administrative Requirements, Cost Principles, and Audit
28 Requirements for Federal Awards (2 CFR Part 200), and 24 CFR Part 570. CITY is to abide by the

1 provisions of the Community Development Block Grant Manual, prepared by COUNTY and cited in the
2 above-mentioned Cooperation Agreement. CITY shall comply, if applicable, with Section 3 of the
3 Housing & Urban Development Act of 1968 (12 U.S.C.A. Section 1701u), as amended, a copy of which
4 is attached hereto as Exhibit “S”, and incorporated herein by this reference. CITY shall adhere to the
5 regulations as set forth in Exhibit “R”, attached hereto and incorporated herein by this reference,
6 pertaining to inherently religious activities. CITY shall comply with the Additional Federal
7 Requirements, if applicable, attached hereto as Exhibit “AFR”, and incorporated herein by this reference.

8 11. COOPERATION WITH HOUSING ACTIVITIES. CITY shall cooperate with
9 COUNTY in undertaking essential community development and housing assistance activities,
10 specifically urban renewal and public assistance housing, and shall assist COUNTY in implementing
11 and undertaking the goals and strategies identified in the 2024-2029 Five Year Consolidated Plan,
12 pursuant to 24 CFR Part 91 and other requirements of the Community Development Block Grant
13 Program.

14 12. LEAD AGENCY FOR COMPLIANCE WITH THE CALIFORNIA
15 ENVIRONMENTAL QUALITY ACT (CEQA). Pursuant to Title 14 CCR Section 1501(d), the CITY
16 is designated as the lead agency for the projects that are the subject matter of this Supplemental
17 Agreement.

18 13. HOLD HARMLESS AND INDEMNIFICATION. In contemplation of the provisions of
19 Section 895.2 of the California Government Code imposing certain tort liability jointly upon public
20 entities solely by reason of such entities being parties to an agreement as defined by Section 895 of the
21 Code, the Parties hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of the Code,
22 agree that each Party shall be liable for any damages including, but not limited to, claims, demands,
23 losses, liabilities, costs and expenses including reasonable attorneys’ fees, resulting from the negligent
24 or wrongful acts or omissions of their employees or agents in the performance of this Agreement, and
25 each Party shall indemnify, defend and hold harmless the other Parties from such claims, demands,
26 damages, losses or liabilities for their negligence.

27 The hold harmless and indemnification obligations set forth herein shall survive the termination
28 and expiration of this Agreement. In the event there is conflict between this clause and California Civil

1 Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation
2 shall not relieve the CITY from indemnifying the Indemnitees to the fullest extent allowed by law.

3 14. INSURANCE. Without limiting or diminishing the CITY's obligation to indemnify or
4 hold the COUNTY harmless, CITY shall procure and maintain or cause to be maintained, at its sole cost
5 and expense, the following insurance coverage's during the term of this Agreement. As respects to the
6 insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts,
7 Special Districts, and Departments, their respective directors, officers, Board of COUNTY OF
8 RIVERSIDE Supervisors, employees, elected or appointed officials, agents, or representatives as
9 Additional Insureds

10 a. Workers' Compensation:

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

16 b. Commercial General Liability:

17 Commercial General Liability insurance coverage, including but not limited to, premises
18 liability, contractual liability, products and completed operations liability, personal and
19 advertising injury, and cross liability coverage, covering claims which may arise from or out of
20 CITY'S performance of its obligations hereunder. Policy shall name the County of Riverside as
21 Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence
22 combined single limit. If such insurance contains a general aggregate limit, it shall apply
23 separately to this agreement or be no less than two (2) times the occurrence limit.b.1

24 Sexual Abuse or Molestation (SAM) Liability:

25 If the work will include contact with minors, and the Commercial General Liability policy
26 is not endorsed to include affirmative coverage for sexual abuse or molestation, CITY shall obtain and
27 maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$2,000,000 per
28 occurrence or claim.

1 c. Vehicle Liability:

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

7 d. General Insurance Provisions - All lines:

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

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

20 (iii). CITY shall cause CITY'S insurance carrier(s) to furnish the County of
21 Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original
22 copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in
23 writing by the County Risk Manager, provide original Certified copies of policies including all
24 Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further,
25 said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that
26 thirty (30) days written notice shall be given to the County of Riverside prior to any material
27 modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a
28

1 material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate
2 forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed
3 original Certificate of Insurance and original copies of endorsements or certified original policies,
4 including all endorsements and attachments thereto evidencing coverage's set forth herein and the
5 insurance required herein is in full force and effect. CITY shall not commence operations until the
6 COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of
7 endorsements and if requested, certified original policies of insurance including all endorsements and
8 any and all other attachments as required in this Section. An individual authorized by the insurance
9 carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of
10 Insurance.

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

14 (v). If, during the term of this Agreement or any extension thereof, there is a
15 material change in the scope of services; or, there is a material change in the equipment to be used in the
16 performance of the scope of or, the term of this Agreement, including any extensions thereof, exceeds
17 five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this
18 Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if;
19 in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CITY
20 has become inadequate.

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

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

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

27 15. INDEPENDENT CONTRACTOR. The CITY is, for purposes relating to this
28 Supplemental Agreement, an independent contractor and shall not be deemed an employee of the

1 COUNTY. It is expressly understood and agreed that the CITY (including its employees, agents and
2 subcontractor's) shall in no event be entitled to any benefits to which the COUNTY employees are
3 entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits,
4 and injury leave or other leave benefits. There shall be no employer-employee relationship between the
5 parties; and the CITY shall hold the COUNTY harmless from any and all claims that may be made
6 against the COUNTY based upon any contention by a third party that an employer-employee relationship
7 exists by reason of this Supplemental Agreement. It is further understood and agreed by the parties that
8 the CITY in the performance of this Supplemental Agreement is subject to the control or direction of the
9 COUNTY merely as to the results to be accomplished and not as to the means and methods for
10 accomplishing the results.

11 16. NONDISCRIMINATION. CITY shall abide by 24 CFR Sections 570.601 and 570.602
12 of Title 24 of the Code of Federal Regulations which requires that no person in the United States shall
13 on the grounds of race, color, national origin, sex, sexual orientation, gender identity, or veterans status
14 be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any
15 program or activity funded in whole or in part with Community Development funds.

16 CITY shall abide by and include in any subcontracts to perform work under this Supplemental
17 Agreement, the following clause:

18 "During the performance of this Supplemental Agreement, CITY and its subcontractors shall not
19 unlawfully discriminate against any employee or applicant for employment because of race,
20 religion, color, national origin, ancestry, physical disability, medical condition, marital status,
21 veterans status, sexual orientation, gender identity, age (over 40) or sex. CITY and
22 subcontractors shall insure that the evaluation and treatment of their employees and applicants
23 for employment are free of such discrimination. CITY and subcontractors shall comply with the
24 provisions of the Fair Employment and Housing Act (California Government Code Section
25 12900 et seq.). The applicable regulations of the Fair Employment and Housing Commission
26 are implementing California Government Code Section 12990 et seq., set forth in Chapter 1 of
27 Division 4.1 of Title 2 of the California Administrative Code are incorporated into this
28 Agreement by reference and made a part hereof as if set forth in full. CITY and its subcontractors
shall give written notice of their obligations under this clause to labor organizations with which

1 they have a collective bargaining or other agreement."

2 17. PROHIBITION AGAINST CONFLICTS OF INTEREST

3 A. CITY and its assigns, employees, agents, consultants, officers and elected and
4 appointed officials shall become familiar with and shall comply with the Uniform Administrative
5 Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and the
6 CDBG regulations prohibiting conflicts of interest contained in 24 CFR 570.611.

7 B. The Subrecipient shall maintain a written code or standards of conduct that shall
8 govern the performance of its officers, employees or agents engaged in the award and administration of
9 contracts supported by Federal funds.

10 C. No employee, officer or agent of the Subrecipient shall participate in the
11 selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of
12 interest, real or apparent, would be involved.

13 D. No covered persons who exercise or have exercised any functions or
14 responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a
15 decision-making process or gain inside information with regard to such activities, may obtain a financial
16 interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect
17 to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either
18 for themselves or those with whom they have business or immediate family ties, during their tenure or
19 for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any
20 person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the
21 Subrecipient, or any designated public agency.

22 E. CITY understands and agrees that no waiver of exception can be granted to the
23 prohibition against conflict of interest except upon written approval of HUD pursuant to 24 CFR
24 570.611(d). Any request by CITY for an exception shall first be reviewed by COUNTY to determine
25 whether such request is appropriate for submission to HUD in the COUNTY'S sole and absolute
26 discretion. In determining whether such request is appropriate for submission to HUD, COUNTY will
27 consider the factors listed in 24 CFR 570.611(d)(2).

28 F. Prior to the distribution of any CDBG funding under this Supplemental
Agreement, CITY shall provide COUNTY, in writing, a list of all employees, agents, consultants,

1 officers and elected and appointed officials who are in a position to participate in a decision making
2 process, exercise any functions or responsibilities, or gain inside information with respect to the CDBG
3 activities funded under this Agreement. CITY shall also promptly disclose to COUNTY any potential
4 conflict, including even the appearance of conflict that may arise with respect to the CDBG activities
5 funded under this Supplemental Agreement.

6 G. Any violation of this Section 17 shall be deemed a material breach of this
7 Supplemental Agreement, and the Supplemental Agreement shall be immediately terminated by the
8 COUNTY.

9 18. LOBBYING. CITY certifies to the best of its knowledge and belief, that:

10 a. No federally-appropriated funds have been paid or will be paid, by or on behalf
11 of the CITY, to any person for influencing or attempting to influence an officer or employee of any
12 agency, a member of Congress, an officer or employee of Congress, or an employee of a member of
13 Congress in connection with the awarding of any federal contract, the making of any federal grant, the
14 making of any federal loan, the entering into of any cooperative agreement, and the extension,
15 continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative
16 agreement.

17 b. If any funds other than federally-appropriated funds have been paid or will be paid
18 to any person for influencing or attempting to influence an officer or employee of any agency, a member
19 of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection
20 with this federal contract, grant, loan, or cooperative agreement, the CITY shall complete and submit
21 Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

27 19. TERMINATION.

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

1 B. COUNTY. Notwithstanding the provisions of Paragraph 19a above, COUNTY
2 may suspend or terminate this Supplemental Agreement upon a ten (10) day written notice to CITY of
3 action being taken and the reason for such action including, but not limited to, the following reasons:

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

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

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

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

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

24 E. Reversion of Assets

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

 2. Any real property under the CITY'S control that was acquired or improved

1 in whole or in part with CDBG funds (including CDBG funds provided to the CITY in the form of a
2 loan) in excess of \$25,000 is either:

3 (i) Used to meet one of the National Objectives pursuant to 24 CFR
4 570.208 until five years after expiration of this agreement, or for such longer period of time as determined
5 to be appropriate by the COUNTY; or

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

10 20. PUBLICITY. Any publicity generated by CITY for the Projects funded pursuant to this
11 Supplemental Agreement will make reference to the contribution of the COUNTY, the Department of
12 Housing, and Workforce Solutions, and the Community Development Block Grant Program in making
13 the project possible.

14 21. PROGRAM MONITORING AND EVALUATION. CITY and its subcontractors shall
15 be monitored and evaluated in terms of its effectiveness and timely compliance with the provisions of
16 this Supplemental Agreement and the effective and efficient achievement of the CDBG National
17 Objectives as set forth in Exhibit(s) A, attached hereto. Quarterly reports shall be due on the last day of
18 the month immediately following the end of the quarter being reported. The quarterly written reports
19 shall include, but shall not be limited to, the following data elements:

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

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

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

26 1) Total number of direct beneficiaries (clientele served) with household
27 incomes at:

- 28 • Above 80% MHI
- Between 50% and 80% MHI (Low-Income)

- Between 30% and 50% MHI (Very Low-Income)
- Less than 30% MHI (Extremely Low-Income)

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

3) Racial ethnicity of clientele

4) Number of Female-Headed Households

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

22. PRIOR AUTHORIZATION. CITY shall obtain COUNTY's written approval from HWS prior to implementing the following "high risk" activities funded with CDBG assistance:

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

23. PRIOR COUNTY APPROVAL (CONSTRUCTION ACTIVITIES). CITY shall obtain COUNTY's written approval, through its HWS, of the project plans, specifications, and construction documents prior to CITY'S construction of same for all projects consisting of CDBG-funded construction activities . The COUNTY neither undertakes nor assumes nor will have any responsibility or duty to CITY or to any third party to review, inspect, supervise, pass judgment upon or inform CITY or any third party of any matter in connection with the development or construction of the improvements, whether regarding the quality, adequacy or suitability of the plans, any labor, service, equipment or material furnished to the property, any person furnishing the same, or otherwise. CITY

1 and all third parties shall rely upon its or their own judgment regarding such matters, and any review,
2 inspection, supervision, exercise of judgment or information supplied to CITY or to any third party by
3 the COUNTY in connection with such matter is for the public purpose of assisting with a community
4 development and housing activity pursuant to the Act, and neither CITY (except for the purposes set
5 forth in this Agreement) nor any third party is entitled to rely thereon. The COUNTY shall not be
6 responsible for any of the work of construction, improvement, or development of the property.

7 It is the responsibility of CITY, without cost to COUNTY, to ensure that all applicable local
8 jurisdiction land use requirements will permit development of the property and construction of the
9 improvements and the use, operation, and maintenance of such Improvements in accordance with the
10 provisions of this Agreement. Nothing contained herein shall be deemed to entitle Sponsor to any
11 local jurisdiction or County permit or other local jurisdiction or County approval necessary for the
12 development of the Property, or waive any applicable local jurisdiction or County requirements
13 relating thereto. This Agreement does not (a) grant any land use entitlement to CITY, (b) supersede,
14 nullify, or amend any condition which may be imposed by the local jurisdiction in connection with
15 approval of the development described herein, (c) guarantee to CITY or any other party any profits
16 from the development of the Property, or (d) amend any local jurisdiction or County laws, codes or
17 rules.
18

19 City agrees and acknowledges that it is the responsibility of City to obtain a legal determination
20 at City's sole cost and expense, as to whether prevailing wages must be paid during construction of the
21 Project. If the Project is subject to prevailing wages, then City shall be solely responsible to pay its
22 contractors and subcontractors the required prevailing wage rate. City agrees to indemnify, defend,
23 and hold County harmless from and against any liability arising out of and related to City's failure to
24 comply with any and all Davis Bacon and or prevailing wage requirements.
25

26 24. PRIOR COUNTY APPROVAL (AQUISITION ACTIVITIES). CITY shall obtain
27 COUNTY's written approval and authorization to proceed, through HWS, of all CDBG-funded real
28 property acquisition activities.

1 25. REAL PROPERTY ACQUIRED OR PUBLIC FACILITY CONSTRUCTED WITH
2 CDBG FUNDS. When CDBG funds are used, in whole or in part, by CITY to acquire real property or
3 to construct a public facility, CITY will comply with the Uniform Administrative Requirements, Cost
4 Principles, and Audit Requirements for Federal Awards (2 CFR Section 200.311); National
5 Environmental Policy Act of 1969 (42 U.S.C.A. §4321, et seq.); the California Environmental Quality
6 Act (Cal. Pub. Resources Code §21000, et seq.); the Uniform Relocation Assistance and Real Property
7 Acquisition Policies Act of 1970, as amended (42 U.S.C.A. §4630, et seq.); and the COUNTY's Five
8 Year Consolidated Plan. In addition, the following is to occur:

9 a. Title to the real property shall vest in CITY;

10 b. The real property will be held by CITY, or the constructed facility will be
11 maintained by the CITY, for a minimum period of five (5) years from the date the CDBG-funded
12 activity is closed-out and reported as complete by the COUNTY through the Comprehensive Annual
13 Performance and Evaluation Report (CAPER);

14 c. While held by CITY, the real property or the constructed facility is to be used
15 exclusively for the purposes for which acquisition or construction was originally approved by
16 COUNTY;

17 d. Written approval from COUNTY must be secured if the property or the facility is
18 to be put to an alternate use that is consistent with the COUNTY'S Five Year Consolidated Plan or the
19 applicable federal regulations governing CDBG funds;

20 e. Should CITY desire to use the real property or the constructed facility, prior to
21 the completion of the mandatory five-year period, for a purpose not consistent with applicable federal
22 regulations governing CDBG funds or to sell the real property or facility, then:

23 (1) If CITY desires to retain title, CITY will reimburse COUNTY the amount
24 that represents the percentage of current fair market value that is identical to the percentage that CDBG
25 funds initially comprised of monies paid to acquire the property or construct the facility; or

26 (2) If CITY sells the property or facility or is required to sell the property or
27 facility, CITY shall reimburse COUNTY the amount that represents the percentage of proceeds
28

1 realized by the sale that is identical to the percentage that CDBG funds initially comprised of monies
2 paid to acquire the property or construct the facility. This percentage amount will be calculated after
3 deducting all actual and reasonable cost of sale from the sale proceeds.

4 26. PURCHASE, USE AND REVERSION OF PERSONAL PROPERTY ASSETS

5 For organizations using CDBG funds for equipment, the following principles apply:

6 Acquisition (2 CFR 200.313(a)): Title to equipment acquired with CDBG funds is vested in your
7 organization, subject to the conditions described in the following section.

8 Use (2 CFR 200.313(c)): Your organization must use equipment purchased with CDBG funds
9 for the CDBG program or project as long as needed, whether or not the program or project continues to
10 be supported by Federal funds.

11 During the time that your organization or its designee is using equipment for the CDBG funded
12 program, you must also make the equipment available for use on other Federally funded projects or
13 programs, provided that such use does not interfere with work on the CDBG funded program (2 CFR
14 200.313(c)(2)).

15 When no longer needed for the CDBG funded program, other Federally- supported agencies may
16 use the equipment, in the following order of priority: (i) Activities under a Federal award from HUD,
17 then (ii) Activities under Federal awards from other Federal agencies. This includes consolidated
18 equipment for information technology systems (2 CFR 200.313(c)(i)(ii)).

19 HUD prohibits your organization from using CDBG-acquired equipment to provide services for
20 a fee that competes unfairly with private companies that provide equivalent services unless specifically
21 authorized by Federal statute (2 CFR 200.313(c)(3)).

22 With the approval of the grantee, you may trade in equipment acquired with CDBG funds for
23 updated equipment (2 CFR 200.313(c)(4)).

24 Disposition (2 CFR 200.313(e)): When original or replacement equipment acquired with CDBG
25 funds is no longer needed for the original program or other activities currently or previously assisted
26 with Federal funds, the following rules of disposition will apply:

27 (1) Equipment with a current fair market value of \$10,000 or less (per unit) may be retained,
28 sold, or otherwise disposed of with no further responsibility to the Federal agency or pass-through entity.

1 (2) Except as provided in § 200.312(b), or if the Federal agency or pass-through entity fails to
2 provide requested disposition instructions within 120 days, items of equipment with a current fair market
3 value in excess of \$10,000 (per unit) may be retained or sold by the recipient or subrecipient. However,
4 the Federal agency is entitled to an amount calculated by multiplying the percentage of the Federal
5 agency's contribution towards the original purchase by the current market value or proceeds from the
6 sale. If the equipment is sold, the Federal agency or pass-through entity may permit the recipient or
7 subrecipient to retain, from the Federal share, \$1,000 of the proceeds to cover expenses associated with
8 the selling and handling of the equipment.

9 (3) The recipient or subrecipient may transfer title to the property to the Federal Government or
10 to an eligible third party provided that the recipient or subrecipient must be entitled to compensation for
11 its attributable percentage of the current fair market value of the property.

12 (4) In cases where a recipient or subrecipient fails to take appropriate disposition actions, the
13 Federal agency or pass-through entity may direct the recipient or subrecipient to take disposition actions.

14 PERSONAL PROPERTY – SUPPLIES.

15 (2 CFR 200.3.14) Title to supplies will vest in your organization upon acquisition, subject to the
16 following conditions:

17 If there is a residual inventory of unused supplies exceeding \$10,000 upon completion of the
18 program and the supplies are not needed for any other Federal award, you may keep the supplies for use
19 in other activities or sell them when the CDBG award or agreement ends. But in either case, you must
20 compensate the grantee for its share. The amount of compensation must be computed in the same manner
21 as for equipment (see 2 CFR 200.313(e)(2)).

22 As long as the Federal Government retains an interest in the supplies, you must not use supplies
23 acquired under a Federal award to provide services to other organizations for a fee that is less than private
24 companies charge for equivalent services (2 CFR 200.314(b)).

25 • In all cases in which the residual inventory of supplies is sold, the proceeds are considered
26 program income.

27
28 27. ENTIRE AGREEMENT. This Supplemental Agreement, including any attachments or
exhibits hereto constitutes the entire Supplemental Agreement of the parties with respect to its subject

1 matter and supersedes all prior and contemporaneous representations, proposals, discussions and
2 communications, whether oral or in writing. No oral understanding or agreement not incorporated herein
3 shall be binding on any of the parties hereto. Each of the attachments and exhibits attached hereto is
4 incorporated herein by this reference.

5 28. SEVERABILITY. Each section, paragraph and provision of this Supplemental
6 Agreement is severable from each other provision, and if any provision or part thereof is declared invalid,
7 the remaining provisions shall remain in full force and effect.

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

12 30. MINISTERIAL ACTS. The Director of Housing and Workforce Solutions or designee(s)
13 are authorized to take such ministerial actions as may be necessary or appropriate to implement the terms,
14 provisions, and conditions of this Supplemental Agreement as it may be amended from time-to-time by
15 COUNTY.

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

20 32. SOURCE OF FUNDING. CITY acknowledges that the source of funding pursuant to this
21 Supplemental Agreement is Community Development Block Grant funds (CFDA 14.218), and the Grant
22 Award Number is B-25-UC-06-0506.

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

25 34. INTERPRETATION AND GOVERNING LAW. This Supplemental Agreement and any
26 dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State
27 of California. This Supplemental Agreement shall be construed as a whole according to its fair language
28 and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of
construction to the effect that ambiguities are to be resolved against the drafting party shall not be

1 employed in interpreting this Supplemental Agreement, all parties having been represented by counsel
2 in the negotiation and preparation hereof.

3 35. WAIVER. Failure by a party to insist upon the strict performance of any of the
4 provisions of this Supplemental Agreement by the other party, or the failure by a party to exercise its
5 rights upon the default of the other party, shall not constitute a waiver of such party's rights to insist and
6 demand strict compliance by the other party with the terms of this Supplemental Agreement thereafter.

7 36. JURISDICTION AND VENUE: Any action at law or in equity arising under this
8 Supplemental Agreement or brought by a party hereto for the purpose of enforcing, construing or
9 determining the validity of any provision of this Supplemental Agreement shall be filed only in the
10 Superior Court of the State of California, located in Riverside, California, and the parties hereto waive
11 all provisions of law providing for the filing, removal or change of venue to any other court or jurisdiction

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

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

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

25 40. COUNTERPARTS. This Supplemental Agreement may be signed by the different
26 parties hereto in counterparts, each of which shall be an original but all of which together shall constitute
27 one and the same agreement.

28 41. FORCE MAJEURE.

A. Performance by either party hereunder shall not be deemed to be in default where

1 delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires,
2 casualties, acts of God, acts of the public enemy, epidemics, pandemic, quarantine restrictions, freight
3 embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe
4 weather, inability to secure necessary labor, material or tools, delays of any contractor, sub-contractor
5 or supplier, acts of the other party, acts or failure to act of a public or governmental agency or entity, or
6 any causes beyond the control or without the fault of the party claiming an extension of time to perform.

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

16 42. MODIFICATION OF AGREEMENT. This Supplemental Agreement may be modified
17 or amended only by a writing signed by the duly authorized and empowered representative of COUNTY
18 and CITY respectively.

19 43. DIGITAL AND ELECTRONIC SIGNATURES. The parties agrees to the use of electronic
20 signatures, such as digital signatures that meet the requirements of the California Uniform Electronic
21 Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17). The parties further agree that the
22 electronic signatures of the parties included in this Agreement are intended to authenticate this writing
23 and to have the same force and effect as manual signatures. Electronic signature means an electronic
24 sound, symbol, or process attached to or logically associated with an electronic record and executed or
25 adopted by a person with the intent to sign the electronic record pursuant to CUETA as amended from
26 time to time. Digital signature means an electronic identifier, created by computer, intended by the party
27 using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied
28

1 upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature"
2 as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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

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

CITY OF EASTVALE,
a general law city,

7 BY: _____
8 Juan Garcia,
9 Deputy Director

BY: _____
Name:
Title:

10 Date: _____

Date: _____

11
12
13 APPROVED AS TO FORM:

ATTEST:

14 MINH C. TRAN

15 COUNTY COUNSEL

16 By: _____
17 Paula S. Salcido,
18 Deputy County Counsel

BY: _____
City Clerk

19 APPROVED AS TO FORM:

20
21 BY: _____
22 City Attorney
23
24
25
26
27
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EXHIBIT "R"**24 C.F.R. § 5.109****Equal participation of faith-based organizations in
HUD programs and activities.****Effective: March 4, 2024**

(a) Purpose. Consistent with [Executive Order 13279](#), entitled “Equal Protection of the Laws for Faith-Based and Community Organizations,” as amended by [Executive Order 13559](#), entitled “Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations,” and as amended by [Executive Order 14015](#), entitled “Establishment of the White House Office of Faith-Based and Neighborhood Partnerships,” this section describes requirements for ensuring the equal participation of faith-based organizations in [HUD](#) programs and activities. These requirements apply to all [HUD](#) programs and activities, including all of [HUD](#)'s Native American Programs, except as may be otherwise noted in the respective program regulations in title 24 of the Code of Federal Regulations (CFR), or unless inconsistent with certain [HUD](#) program authorizing statutes.

(b) Definitions. The following definitions apply to this section:

Direct Federal financial assistance means [Federal financial assistance](#) provided when a Federal Government agency or an [intermediary](#), as defined in this section, selects the provider and either purchases services from that provider (*i.e.*, via a contract) or awards funds to that provider to carry out an activity (*e.g.*, via grant, sub-grant, sub-award, or cooperative agreement). The recipients of sub-grants or sub-awards that receive [Federal financial assistance](#) through [State-administered programs](#) (*e.g.*, flow-through programs) are considered recipients of direct [Federal financial assistance](#). In general, [Federal financial assistance](#) shall be treated as direct, unless it meets the definition of [indirect Federal financial assistance](#).

Federal financial assistance means assistance that non-Federal entities receive or administer in the forms of grants, contracts, loans, loan guarantees, property, cooperative agreements, food commodities, direct appropriations, or other assistance, but does not include a tax credit, deduction, or exemption.

Indirect Federal financial assistance means [Federal financial assistance](#) provided when the choice of the provider is placed in the hands of the beneficiary, and the cost of that service is paid through a voucher, certificate, or other similar means of Government-funded payment. [Federal financial assistance](#) provided to an organization is considered indirect when the Government program through which the beneficiary receives the voucher, certificate, or other

similar means of Government-funded payment is neutral toward religion meaning that it is [available](#) to providers without regard to the religious or non-religious nature of the institution and there are no program incentives that deliberately skew for or against religious or secular providers; and the organization receives the assistance wholly as a result of a genuine and independent private choice of the beneficiary, not a choice of the Government. The availability of adequate secular alternatives is a significant factor in determining whether a program affords true private choice.

Intermediary means an entity, including a nongovernmental organization, [acting](#) under a contract, grant, or other agreement with the Federal Government or with a [State](#), tribal or local government that accepts [Federal financial assistance](#) and distributes that assistance to other entities that, in turn, carry out activities under [HUD](#) programs.

Religious exercise has the meaning given to the term in [42 U.S.C. 2000cc-5\(7\)\(A\)](#).

(c) *Equal participation of faith-based organizations in HUD programs and activities.*

(1) Faith-based organizations are eligible, on the same basis as any other organization, to participate in any [HUD](#) program or activity for which they are otherwise eligible. Neither the Federal Government, nor a [State](#), Tribal, or local government, nor any other entity that administers any [HUD](#) program or activity, shall discriminate for or against an organization on the basis of the organization's religious character, motives, or affiliation, or lack thereof, or on the basis of conduct that would not be considered grounds to favor or disfavor a similarly situated secular organization.

(2) Nothing in this section shall be construed to preclude [HUD](#) from making an accommodation, including for religious exercise, with respect to one or more program requirements on a case-by-case basis in accordance with the Constitution and laws of the United States.

(3) [HUD](#) shall not disqualify an organization from participating in any [HUD](#) program for which it is eligible on the basis of the organization's indication that it may request an accommodation with respect to one or more program requirements, unless the organization has made clear that the accommodation is necessary to its participation and, in accordance with the Constitution and laws of the United States, [HUD](#) has determined that it would deny the accommodation.

(4) In addition, decisions about awards of [Federal financial assistance](#) must be free from political interference or even the appearance of such interference and must be made on the basis of merit, not based on the organization's religious character, affiliation, or lack thereof, or based on the organization's religious exercise. Notices of funding opportunity, grant agreements, and cooperative agreements shall include language substantially similar to that in appendix A to this subpart, where faith-based organizations are eligible for such opportunities.

(d) *Independence and identity of faith-based organizations.*

(1) A faith-based organization that applies for, or participates in, a [HUD](#) program or activity supported with [Federal financial assistance](#) retains its autonomy, right of expression, religious character, authority over its governance, and independence, and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs; provided that, it does not use direct [Federal financial assistance](#), whether received through a prime award or sub-award, to support or engage in any explicitly religious activities, including

activities that involve overt religious content such as worship, religious instruction, or proselytization.

(2) A faith-based organization that receives direct [Federal financial assistance](#) may use space (including a sanctuary, chapel, prayer hall, or other space) in its facilities (including a temple, synagogue, church, mosque, or other place of worship) to carry out activities under a [HUD](#) program without concealing, altering, or removing religious art, icons, scriptures, or other religious symbols. In addition, a faith-based organization participating in a [HUD](#) program or activity retains its authority over its internal governance, and may retain religious terms in its organization's name, select its board members on the basis of their acceptance of or adherence to the religious tenets of the organization consistent with [paragraph \(i\)](#) of this section, and include religious references in its organization's mission statements and other governing documents.

(e) ***Explicitly religious activities.*** If an organization engages in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), the explicitly religious activities must be offered separately, in time or location, from the programs or activities supported by direct [Federal financial assistance](#) and participation must be voluntary for the beneficiaries of the programs or activities that receive direct [Federal financial assistance](#). The use of [indirect Federal financial assistance](#) is not subject to this restriction. Nothing in this part restricts [HUD](#)'s authority under applicable Federal law to fund activities, that can be directly funded by the Government consistent with the Establishment Clause of the U.S. Constitution.

(f) ***Intermediary responsibilities to ensure equal participation of faith-based organizations in HUD programs.*** If an intermediary—acting under a contract, grant, or other agreement with the Federal Government or with a [State](#), tribal or local government that is administering a program supported by Federal financial assistance—is given the authority to select a nongovernmental organization to receive [Federal financial assistance](#) under a contract, grant, sub-grant, sub-award, or cooperative agreement, the [intermediary](#) must ensure that such organization complies with the requirements of this section. If the [intermediary](#) is a nongovernmental organization, it retains all other rights of a nongovernmental organization under the program's statutory and regulatory provisions.

(g) ***Nondiscrimination and beneficiary notice requirements***—(1) *Nondiscrimination.* Any organization that receives [Federal financial assistance](#) under a [HUD](#) program or activity shall not, in providing services supported in whole or in part with [Federal financial assistance](#), or in their outreach activities related to such services, discriminate against a beneficiary or prospective beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. However, an organization that participates in a program funded by [indirect Federal financial assistance](#) need not modify its program or activities to accommodate a beneficiary who chooses to expend the indirect aid on the organization's program.

(2) ***Beneficiary notice.***

(i) An organization providing services under a program supported by direct [Federal financial assistance](#) from [HUD](#), or an entity that administers [indirect Federal financial assistance](#) from [HUD](#), must give written notice to beneficiaries and prospective beneficiaries of certain protections in a manner and form prescribed by [HUD](#), including by incorporating

the notice into materials that are otherwise provided to beneficiaries. The required language for this written notice to beneficiaries is set forth in appendix C to this subpart.

(ii) For the Housing Choice Voucher (HCV), [Project](#)-Based Voucher (PBV), and Section 8 Moderate Rehabilitation programs, the respective recipient (*i.e.*, [Public Housing Agency](#)) is required to provide the written beneficiary notice. For the Housing Opportunities for Persons with AIDS (HOPWA) program, the [grantee](#) or [project](#) sponsor that is responsible for making eligibility determinations is required to provide the written beneficiary notice. For the Continuum of Care (CoC) and Emergency Solutions Grants (ESG) programs, the recipient or subrecipient that is responsible for determining the eligibility of each [family](#) or individual is required to provide the written beneficiary notice. The participating or prospective providers (landlords) are not responsible for providing the written beneficiary notice for indirect aid recipients. The notice must include the following information:

(A) Nondiscrimination requirements of paragraph (g)(1) of this section;

(B) Notification that a beneficiary or prospective beneficiary may report an organization's violation of these protections, including any denials of services or benefits by an organization, by contacting or filing a written complaint with the Center for Faith-Based and Neighborhood Partnerships or the [intermediary](#) that awarded funds to the organization; and

(C) For direct [Federal financial assistance](#) only, prohibitions with respect to explicitly religious activities as set forth in [paragraph \(e\)](#) of this section.

(3) **Notice timing.** The written notice described in [paragraph \(g\)\(2\)](#) of this section must be given to a prospective beneficiary prior to the time the prospective beneficiary enrolls in the program or receives services from the program. When the nature of the service provided or exigent circumstances make it impracticable to provide such written notice in advance of the actual service, an organization must advise beneficiaries of their protections at the earliest [available](#) opportunity.

(4) **Alternative option information.** [HUD](#) may determine that the notice described in [paragraph \(g\)\(2\)](#) of this section must inform each beneficiary or prospective beneficiary about how to obtain information from [HUD](#), or a [State](#) agency or other entity administering the applicable program, about other federally funded service providers in their area that provide the services [available](#) under the applicable program.

(h) **No additional assurances from faith-based organizations.** A faith-based organization is not rendered ineligible by its religious nature to access and participate in [HUD](#) programs. Absent regulatory or statutory authority, no notice of funding opportunity, grant agreement, cooperative agreement, covenant, memorandum of understanding, policy, or regulation that is used by [HUD](#) or a recipient or [intermediary](#) in administering [Federal financial assistance](#) from [HUD](#) shall require otherwise eligible faith-based organizations to provide assurances or notices where they are not required of similarly situated secular organizations. All organizations that participate in [HUD](#) programs or activities, including organizations with religious character, motives, or affiliation, must carry out eligible activities in accordance with all program requirements, including those prohibiting the use of direct financial assistance to engage in explicitly religious activities, subject to any accommodations that are granted to organizations on a case-by-case basis in accordance with the Constitution and laws of the United

States. No notice of funding opportunity, grant agreement, cooperative agreement, covenant, memorandum of understanding, policy, or regulation that is used by [HUD](#) or a recipient or [intermediary](#) in administering financial assistance from [HUD](#) shall disqualify otherwise eligible faith-based organizations from participating in [HUD](#)'s programs or activities on the basis of the organization's religious character, motives, or affiliation, or lack thereof, or on the basis of conduct that would not be considered grounds to disqualify a similarly situated secular organization.

(i) *Exemption from Title VII employment discrimination requirements.* A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in section 702(a) of the [Civil Rights Act of 1964 \(42 U.S.C. 2000e-1\)](#), is not forfeited when the organization participates in a [HUD](#) program. Some [HUD](#) programs, however, contain independent statutory provisions that impose certain nondiscrimination requirements on all [grantees](#). Accordingly, [grantees](#) should consult with the appropriate [HUD](#) program office to determine the scope of applicable requirements.

(j) *Acquisition, construction, and rehabilitation of structures.* Direct [Federal financial assistance](#) may be used for the [acquisition](#), [construction](#), or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under a [HUD](#) program or activity. Where a structure is used for both eligible and explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), direct [Federal financial assistance](#) may not exceed the cost of the share of [acquisition](#), [construction](#), or rehabilitation attributable to eligible activities in accordance with the cost accounting requirements applicable to the [HUD](#) program or activity. However, [acquisition](#), [construction](#), or rehabilitation of sanctuaries, chapels, or other rooms that a [HUD](#)-funded faith-based organization uses as its principal place of worship, may not be paid with direct [Federal financial assistance](#). Disposition of real property by a faith-based organization after its use for an authorized purpose, or any change in use of the property from an authorized purpose, is subject to Government-wide regulations governing real property disposition ([2 CFR part 200](#), subpart D) and the [HUD](#) program regulations, as directed by [HUD](#).

(k) *Commingling of Federal and State, tribal, and local funds.* If a [State](#), tribal, or local government voluntarily contributes its own funds to supplement direct [Federal financial assistance](#) for an activity, the [State](#), tribal or local government has the option to segregate those funds or commingle them with the direct [Federal financial assistance](#). However, if the funds are commingled, the requirements of this section apply to all of the commingled funds. Further, if a [State](#), tribal, or local government is required to contribute matching funds to supplement direct [Federal financial assistance](#) for an activity, the matching funds are considered commingled with the direct [Federal financial assistance](#) and, therefore, subject to the requirements of this section. Some [HUD](#) programs' requirements govern any activity assisted under those programs. Accordingly, recipients should consult with the appropriate [HUD](#) program office to determine the scope of applicable requirements.

(l) *Tax exempt organizations.* In general, [HUD](#) does not require that a recipient, including a faith-based organization, obtain tax-exempt status under section 501(c)(3) of the [Internal Revenue Code](#) to be eligible for funding under [HUD](#) programs. Many grant programs, however, do require an organization to be a nonprofit organization in order to be eligible for funding. Notices of funding availability that require organizations to have nonprofit status will

specifically so indicate in the eligibility section of the notice of funding availability. In addition, if any notice of funding availability requires an organization to maintain tax-exempt status, it will expressly state the statutory authority for requiring such status. Applicants should consult with the appropriate HUD program office to determine the scope of any applicable requirements. In HUD programs in which an applicant must show that it is a nonprofit organization but this is not statutorily defined, the applicant may do so by any of the following means:

(1) Proof that the Internal Revenue Service currently recognizes the applicant as an organization to which contributions are tax deductible under section 501(c)(3) of the Internal Revenue Code;

(2) A statement from a State or other governmental taxing body or the State secretary of State certifying that—

(i) The organization is a nonprofit organization operating within the State; and

(ii) No part of its net earnings may benefit any private shareholder or individual;

(3) A certified copy of the applicant's certificate of incorporation or similar document that clearly establishes the nonprofit status of the applicant; or

(4) Any item described in paragraphs (1)(1) through (3) of this section, if that item applies to a State or national parent organization, together with a statement by the State or parent organization that the applicant is a local nonprofit affiliate.

(m) *Rule of construction.* Neither HUD nor any recipient or other intermediary receiving funds under any HUD program or activity shall construe these provisions in such a way as to advantage or disadvantage faith-based organizations affiliated with historic or well-established religions or sects in comparison with other religions or sects.

[69 FR 41717, July 9, 2004, as amended at 80 FR 75934, Dec. 7, 2015; 81 FR 19416, Apr. 4, 2016; 85 FR 82315, Dec. 17, 2020; 89 FR 15711, Mar. 4, 2024]

**Economic Opportunities for Low- and Very Low-Income Persons
CONTRACT REQUIREMENTS
24 CFR Part 75**

RIVERSIDE COUNTY

Section 75.1 Purpose

This part establishes the requirements to be followed to ensure the objectives of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

Section 75.3 Applicability

(a) General applicability. Section 3 applies to public housing financial assistance and Section 3 projects, as follows:

(1) Public housing financial assistance. Public housing financial assistance means:

(i) Development assistance provided pursuant to section 5 of the United States Housing Act of 1937 (the 1937 Act);

(ii) Operations and management assistance provided pursuant to section 9(e) of the 1937 Act;

(iii) Development, modernization, and management assistance provided pursuant to section 9(d) of the 1937 Act; and

(iv) The entirety of a mixed-finance development project as described in 24 CFR 905.604, regardless of whether the project is fully or partially assisted with public housing financial assistance as defined in paragraphs (a)(1)(i) through (iii) of this section.

(2) Section 3 projects. (i) Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 U.S.C. 1701z-1 or 1701z-2), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4801 et seq.); and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

(ii) The Secretary must update the thresholds provided in paragraph (a)(2)(i) of this section not less than once every 5 years based on a national construction cost inflation factor through Federal Register notice not subject to public comment. When the Secretary finds it is warranted to ensure compliance with Section 3, the Secretary may adjust, regardless of the national construction cost factor, such thresholds through Federal Register notice, subject to public comment.

(iii) The requirements in this part apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.

(b) Contracts for materials. Section 3 requirements do not apply to material supply contracts.

(c) Indian and Tribal preferences. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of this part.

(d) Other HUD assistance and other Federal assistance. Recipients that are not subject to Section 3 are encouraged to consider ways to support the purpose of Section 3.

Section 75.5 Definitions.

The terms HUD, Public housing, and Public Housing Agency (PHA) are defined in 24 CFR part 5. The following definitions also apply to this part:

1937 Act means the United States Housing Act of 1937, 42 U.S.C. 1437 et seq.

Contractor means any entity entering into a contract with:

(1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or

(2) A subrecipient for work in connection with a Section 3 project.

Labor hours means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-income person means a person as defined in Section 3(b)(2) of the 1937 Act.

Material supply contracts means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional services means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial

consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

Public housing financial assistance means assistance as defined in §75.3(a)(1).

Public housing project is defined in 24 CFR 905.108.

Recipient means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 business concern means:

(1) A business concern meeting at least one of the following criteria, documented within the last six-month period:

(i) It is at least 51 percent owned and controlled by low- or very low-income persons;

(ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or

(iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Section 3 project means a project defined in §75.3(a)(2).

Section 3 worker means:

(1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

(i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.

(ii) The worker is employed by a Section 3 business concern.

(iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Section 8-assisted housing refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

Service area or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Small PHA means a public housing authority that manages or operates fewer than 250 public housing units.

Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

Subrecipient has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

Targeted Section 3 worker has the meanings provided in §§75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

Very low-income person means the definition for this term set forth in section 3(b)(2) of the 1937 Act.

YouthBuild programs refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

Subpart C—Additional Provisions for Housing and Community Development Financial Assistance

§75.19 Requirements.

(a) *Employment and training.* (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:

- (i) Section 3 workers residing within the service area or the neighborhood of the project, and
- (ii) Participants in YouthBuild programs.

(b) *Contracting.* (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:

(i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and

(ii) YouthBuild programs.

§75.21 Targeted Section 3 worker for housing and community development financial assistance.

(a) *Targeted Section 3 worker.* A Targeted Section 3 worker for housing and community development financial assistance means a Section 3 worker who is:

(1) A worker employed by a Section 3 business concern; or

(2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:

(i) Living within the service area or the neighborhood of the project, as defined in §75.5; or

(ii) A YouthBuild participant.

(b) [Reserved]

§75.23 Section 3 safe harbor.

(a) *General.* Recipients will be considered to have complied with requirements in this part, in the absence of evidence to the contrary if they:

(1) Certify that they have followed the prioritization of effort in §75.19; and

(2) Meet or exceed the applicable Section 3 benchmark as described in paragraph (b) of this section.

(b) *Establishing benchmarks.* (1) HUD will establish Section 3 benchmarks for Section 3 workers or Targeted Section 3 workers or both through a document published in the FEDERAL REGISTER. HUD may establish a single nationwide benchmark for Section 3 workers and a single nationwide

benchmark for Targeted Section 3 workers, or may establish multiple benchmarks based on geography, the nature of the Section 3 project, or other variables. HUD will update the benchmarks through a document published in the FEDERAL REGISTER, subject to public comment, not less frequently than once every 3 years. Such notice shall include aggregate data on labor hours and the proportion of recipients meeting benchmarks, as well as other metrics reported pursuant to §75.25 as deemed appropriate by HUD, for the 3 most recent reporting years.

(2) In establishing the Section 3 benchmarks, HUD may consider the industry averages for labor hours worked by specific categories of workers or in different localities or regions; averages for labor hours worked by Section 3 workers and Targeted Section 3 workers as reported by recipients pursuant to this section; and any other factors HUD deems important. In establishing the Section 3 benchmarks, HUD will exclude professional services from the total number of labor hours as such hours are excluded from the total number of labor hours to be reported per §75.25(a)(4).

(3) Section 3 benchmarks will consist of the following two ratios:

(i) The number of labor hours worked by Section 3 workers divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year.

(ii) The number of labor hours worked by Targeted Section 3 workers as defined in §75.21(a), divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year.

§75.25 Reporting.

(a) *Reporting of labor hours.* (1) For Section 3 projects, recipients must report in a manner prescribed by HUD:

(i) The total number of labor hours worked;

(ii) The total number of labor hours worked by Section 3 workers; and

(iii) The total number of labor hours worked by Targeted Section 3 workers.

(2) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to §75.31.

(3) The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked on a Section 3 project, including labor hours worked by any subrecipients, contractors and subcontractors that the recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.

(4) Recipients reporting under this section, as well as subrecipients, contractors and subcontractors who report to recipients, may report labor hours by Section 3 workers, under paragraph (a)(1)(i) of this section, and labor hours by Targeted Section 3 workers, under paragraph (a)(1)(iii) of this section, from professional services without including labor hours from professional services in the

total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the recipient or contractor or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.

(5) Recipients may report their own labor hours or that of a subrecipient, contractor, or subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance-based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

(b) *Additional reporting if Section 3 benchmarks are not met.* If the recipient's reporting under paragraph (a) of this section indicates that the recipient has not met the Section 3 benchmarks described in §75.23, the recipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued. Such qualitative efforts may, for example, include but are not limited to the following:

- (1) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- (2) Provided training or apprenticeship opportunities.
- (3) Provided technical assistance to help Section 3 workers compete for jobs (*e.g.*, resume assistance, coaching).
- (4) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- (5) Held one or more job fairs.
- (6) Provided or referred Section 3 workers to services supporting work readiness and retention (*e.g.*, work readiness activities, interview clothing, test fees, transportation, child care).
- (7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- (8) Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- (9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- (10) Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
- (11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- (12) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.

(13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.

(14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

(c) *Reporting frequency.* Unless otherwise provided, recipients must report annually to HUD under paragraph (a) of this section, and, where required, under paragraph (b) of this section, on all projects completed within the reporting year in a manner consistent with reporting requirements for the applicable HUD program.

§75.27 Contract provisions.

(a) Recipients must include language applying Section 3 requirements in any subrecipient agreement or contract for a Section 3 project.

(b) Recipients of Section 3 funding must require subrecipients, contractors, and subcontractors to meet the requirements of §75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

Subpart D—Provisions for Multiple Funding Sources, Recordkeeping, and Compliance

§75.29 Multiple funding sources.

(a) If a housing rehabilitation, housing construction or other public construction project is subject to Section 3 pursuant to §75.3(a)(1) and (2), the recipient must follow subpart B of this part for the public housing financial assistance and may follow either subpart B or C of this part for the housing and community development financial assistance. For such a project, the following applies:

(1) For housing and community development financial assistance, a Targeted Section 3 worker is any worker who meets the definition of a Targeted Section 3 worker in either subpart B or C of this part; and

(2) The recipients of both sources of funding shall report on the housing rehabilitation, housing construction, or other public construction project as a whole and shall identify the multiple associated recipients. PHAs and other recipients must report the following information:

(i) The total number of labor hours worked on the project;

(ii) The total number of labor hours worked by Section 3 workers on the project; and

(iii) The total number of labor hours worked by Targeted Section 3 workers on the project.

(b) If a housing rehabilitation, housing construction, or other public construction project is subject to Section 3 because the project is assisted with funding from multiple sources of housing and community development assistance that exceed the thresholds in §75.3(a)(2), the recipient or recipients

must follow subpart C of this part, and must report to the applicable HUD program office, as prescribed by HUD.

§75.31 Recordkeeping.

(a) HUD shall have access to all records, reports, and other documents or items of the recipient that are maintained to demonstrate compliance with the requirements of this part, or that are maintained in accordance with the regulations governing the specific HUD program by which the Section 3 project is governed, or the public housing financial assistance is provided or otherwise made available to the recipient, subrecipient, contractor, or subcontractor.

(b) Recipients must maintain documentation, or ensure that a subrecipient, contractor, or subcontractor that employs the worker maintains documentation, to ensure that workers meet the definition of a Section 3 worker or Targeted Section 3 worker, at the time of hire or the first reporting period, as follows:

(1) For a worker to qualify as a Section 3 worker, one of the following must be maintained:

(i) A worker's self-certification that their income is below the income limit from the prior calendar year;

(ii) A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;

(iii) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

(iv) An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or

(v) An employer's certification that the worker is employed by a Section 3 business concern.

(2) For a worker to qualify as a Targeted Section 3 worker, one of the following must be maintained:

(i) For a worker to qualify as a Targeted Section 3 worker under subpart B of this part:

(A) A worker's self-certification of participation in public housing or Section 8-assisted housing programs;

(B) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

(C) An employer's certification that the worker is employed by a Section 3 business concern; or

(D) A worker's certification that the worker is a YouthBuild participant.

(ii) For a worker to qualify as a Targeted Section 3 worker under subpart C of this part:

(A) An employer's confirmation that a worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;

(B) An employer's certification that the worker is employed by a Section 3 business concern; or

(C) A worker's self-certification that the worker is a YouthBuild participant.

(c) The documentation described in paragraph (b) of this section must be maintained for the time period required for record retentions in accordance with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR part 200.

(d) A PHA or recipient may report on Section 3 workers and Targeted Section 3 workers for five years from when their certification as a Section 3 worker or Targeted Section 3 worker is established.

§75.33 Compliance.

(a) *Records of compliance.* Each recipient shall maintain adequate records demonstrating compliance with this part, consistent with other recordkeeping requirements in 2 CFR part 200.

(b) *Complaints.* Complaints alleging failure of compliance with this part may be reported to the HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office.

(c) *Monitoring.* HUD will monitor compliance with the requirements of this part. The applicable HUD program office will determine appropriate methods by which to oversee Section 3 compliance. HUD may impose appropriate remedies and sanctions in accordance with the laws and regulations for the program under which the violation was found.

Additional Federal Requirements (AFR)

Whereas, the work under this Agreement is subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant program (24 CFR Part 570) and the Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). Contractor, sub-contractors, Consultants, and sub-consultants agree to comply with, and are subject to, all applicable requirements as follows:

- 1. *Equal Employment Opportunity*** - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). The Contractor/Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, general identity or national origin. Contractor/Consultant will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, general identity or national origin. The Contractor/Consultant will take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, sexual orientation, general identity or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor/Consultant agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discriminating clause.
- 2. *Copeland "Anti-Kickback" Act*** (18 U.S.C. 874 and 40 U.S.C.A. Section 3145): All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.
- 3. *Davis-Bacon Act, as amended*** (40 U.S.C.A. Section 3141-3148): When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. A. Section 3141-3148) and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under the Davis Bacon Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the U.S. Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the U.S. Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.
- 4. *Contract Work Hours and Safety Standards Act*** (40 U.S.C.A. 32701 through 3708): Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with the Contract Work Hours and Safety Standards (40 U.S.C.A. 32701–3708), as supplemented by Department of Labor Regulations (29 CFR Part 5). Under Section 40 U.S.C.A. 3702, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the

standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. 40 U.S.C.A. 3704 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. *Rights to Inventions Made Under a Contract or Agreement*— Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD.

6. *Rights to Data and Copyrights* – Contractors and consultants agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.404-3, Federal Acquisition Regulations (FAR).

7. *Air Pollution Prevention and Control (formally known as the Clean Air Act) (42 U.S.C.A. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C.A. Section 1251 et seq.), as amended:*—Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C.A. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

8. *Byrd Anti-Lobbying Amendment (31 U.S.C.A. 1352)*— Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

9. *Debarment and Suspension (Executive Orders (E.O. s) 12549 and 12689)*—No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension,” as set forth at 24 CFR part 2424. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

10. *Drug-Free Workplace Requirements*— The Anti-Drug Abuse Act of 1988 (41 U.S.C.A. Section 8101-8103) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 2425.

11. *Access to Records and Records Retention:* The Consultant or Contractor, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or County officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of the Consultant or Contractor, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant or Contractor, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time

as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

12. *Federal Employee Benefit Clause:* No member of or delegate to the congress of the United States, and no Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same.

13. *Energy Efficiency:* Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, Dec. 22, 1975; 42 U.S.C.A. Section 6201, et. seq., 89 Stat. 871).

14. *Procurement of Recovered Materials (2 CFR 200.322.)* A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with 42 U.S.C. Section 6962 of the Solid Waste Disposal Act (42 U.S.C.A. Section 6901, et seq.), as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

15. *Build America, Buy America (BABA) Act:* The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

16. *Violence Against Women Act (VAWA):* VAWA provides housing protections for survivors of domestic and dating violence, sexual assault and stalking ("domestic violence"). VAWA 2022 reauthorizes, amends, and strengthens the VAWA of 1994, as amended (Pub. L. 103-322, tit. IV, sec. 40001-40703; 34 U.S.C. 12291 et seq.) HUD's implementing regulations for VAWA'S protections, rights, and responsibilities are codified in 24 CFR part 5, subpart L, and related provisions in HUD's program regulations (HUD's VAWA regulations). VAWA 2022 amendments took effect on October 1, 2022 and 2022 VAWA's reauthorization includes new implementation requirements. Grantees, subrecipients and developers shall ensure compliance with all requirements of VAWA including but not limited to: (a) Assure domestic violence survivors are not denied assistance as an applicant, or evicted, or have assistance terminated as a tenant because applicant or tenant is or has been a victim of domestic violence; (b) Implement an emergency transfer plan allowing domestic violence survivor to move to another safe and available unit; (c) Provide protections against denial, terminations, and evictions that directly result from being a victim of domestic violence; (d) Implement a low barrier certification process and allow self-certification of domestic violence.

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

I. GENERAL INFORMATION

CITY NAME: City of Eastvale UEI#: CLDHKNUMVJE3

ADDRESS: 12363 Limonite Avenue, Suite 910
Eastvale, CA 91752

CITY PROGRAM CONTACTS: Mark Orme, City Manager

SUBRECIPIENT NAME: Samantha Greven, Office Specialist

ADDRESS: 12363 Limonite Avenue, Suite 910, Eastvale, CA 91752

PHONE: (951) 361-0900 FAX: _____

E-MAIL: morme@eastvaleca.gov

PROJECT NAME: City of Eastvale Home Enhancement Program

PROJECT LOCATION: Various locations throughout the City of Eastvale

LEVEL OF ENVIRONMENTAL CLEARANCE: **EXEMPT [24 CFR 58.34 (a)(4)]**

CDBG ELIGIBILITY CODE: **24 CFR 570.201 (e) Public Services**

PROJECT FUNDING SUMMARY: **\$154,917**

Project to be administered by County (HWS) on behalf of CITY: YES NO

II. SCOPE OF SERVICE

A. Activities

City will be responsible for administering a **2025-2026** Community Development Block Grant for the **City of Eastvale Home Enhancement Program** in a manner satisfactory to the County of Riverside and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Activity #1 *CDBG funds will be used to cover the costs associated with grants to assist homeowners in the rehabilitation of stick-built and modular (attached to private land) owner-occupied single-family residences in the City of Eastvale. Grants are for the cost of exterior rehabilitation related to the health, safety, and Housing Quality Standards of a property as defined by the U.S. Department of Housing and Urban Development.*

B. National Objective

All activities funded with CDBG funds must comply with one of more of the CDBG program’s National Objective Criteria as required under 24 CFR 570.200(a)(2). CITY certifies that the activity (ies) carried out under this Agreement will meet the following National Objective:

National Objective Criteria: 570.208 (a)(2)(i)(B)

CFR Reference: Low Mod Limited Clientele-Housing Activities

C. Levels of Accomplishment – Goals and Performance Measures

The City agrees to provide the following levels of program services:

Activity	<u>Units per Month</u>	<u>Total Units/Year</u>	<u>Total Unduplicated Persons</u>
Activity #1		3	3

Activity #2 Provide Rehab activities to 3 Low-Mod Households

Unit of Service is defined as: Households served

CPD OUTCOME PERFORMANCE MEASUREMENT

- Objectives (select one):**
- Creating Suitable Living Environments
 - Providing Decent Affordable Housing
 - Creating Economic Opportunities

- Outcome (select one):**
- Availability/Accessibility
 - Affordability
 - Sustainability (promoting livable or viable communities)

D. City Capacity

By executing this Supplemental Agreement, the City certifies that it and its subrecipients have the appropriate number of trained and knowledgeable staff, adequate facilities, proper equipment, required licensing and permitting, and sufficient amount of financial resources necessary to implement and carry out the activities funded with CDBG funds.

City will immediately notify County of any significant changes in organizational management, assigned staff, change in facilities, loss or change in matching funds, or any other event that could potentially impact City’s performance under this Agreement. Any changes in the above items are subject to the prior approval of the County.

E. Performance Monitoring

The County of Riverside will monitor the performance of the City and its subrecipients against goals and performance standards as stated above. Substandard performance as determined by the County will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the City within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated.

F. Program Budget

G.

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed **\$154,917**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in this Section and in accordance with performance. Payments may be contingent upon certification of the Subrecipient’s financial management system in accordance with the standards specified in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).

The County may require a more detailed budget breakdown than the one contained herein, and the City shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to the budget must be approved in writing by both the County and City.

Line Item	CDBG Granted Funds	Total Non-CDBG Funds	Total Activity/Project Budget	Notes
Total Direct Program Expenses Salaries Fringe Office Space (Program Only) Utilities Communications Reproduction/Printing Supplies and Materials Mileage Equipment (Program Only) Audit Transportation Other:	\$ 154,917	<i>\$0</i>	<i>\$154,917</i>	
Total Indirect Program Expenses Indirect Costs (Specify)*	\$			
TOTAL CDBG BUDGET	\$154,917		\$154,917	

* All indirect costs must be pre-approved by the County. City must submit an Indirect Cost Allocation Plan to County, in a form specified by County, demonstrating the appropriate share of general and administrative costs.

G. Total Amount of Non- CDBG Leveraging

TYPE	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	TOTAL
FEDERAL							
STATE/LOCAL							
PRIVATE							
OTHER							

TOTAL: \$0

III. ADMINISTRATIVE REQUIREMENTS

A. Accounting Standards

The City agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles

The City shall administer its program in conformance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

C. Documentation and Record Keeping

1. Records to be Maintained.

The City and its subrecipients will maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- i. Records providing a full description of each activity undertaken;
- ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- iii. Records required to determine the eligibility of activities;
- iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- vi. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
- vii. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Records Retention:

The City shall retain all CDBG-related financial records, supporting documents, contracts, and agreements for a period of four (4) years. The retention period begins on the date of the submission of the County's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported for the final time. The City will retain all National Objective documentation, including low-moderate income certification, ethnicity, and other pertinent data for a period of four (4) years after submission of the County's annual performance and evaluation report to HUD. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues.

3. Client Data:

The City shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

4. Disclosure:

The City understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or City's responsibilities with respect to services provided under this contract, is prohibited by applicable federal and State law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs:

The City's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the City has control over CDBG funds, including program income.

6. Audits & Inspections:

All City records with respect to any matters covered by this Agreement shall be made available to the County, HUD, and the Controller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the City within 30 days after receipt by the City. Failure of the City to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The City hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits, the Single Audit Act, and the Office of Management and Budget (OMB) Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

IV. PROJECT IMPLEMENTATION AND SCHEDULE

Unless pre-approved by County, CITY will perform and complete the activities described in Section II in conformance with the schedule of tasks and milestones listed below:

<u>Tasks / Milestone</u>	<u>Start Date</u>	<u>Completion Date</u>
Completed Training	September 2025	September 2025
Execute Subrecipient Agreements (HWS must approve)	September 2025	September 2025
Implement Program Activities	July 2025	June 30, 2026
Execute Supplemental Agreement & Notice to Incur Cost	September 2025	October 2025
City Submit Quarterly Performance Reports to County		October 2025 January 2026 April 2026 July 2026
County Monitoring of City Performance	October 2025	July 2026
City Submits Reimbursement Requests		
Monthly Submittal	<input type="checkbox"/>	
Other Schedule	<input checked="" type="checkbox"/>	
	<u>September 2025</u>	<u>June 2027</u>
CDBG Program Services Complete		June 30, 2027

V. SPECIAL CONDITIONS /PERFORMANCE REQUIREMENTS

City and County must collect income self-certifications and verification documents from every adult residing in the target household. The ethnicity of the “head of household” must be reported as well.

Income calculations for each household member must be conducted using an approved method comparable to one of the following HUD-recognized methods:

- 24 CFR Part 5 Annual Income
- IRS Form 1040 Adjusted Gross Income
- American Community Survey (ACS)

Home Enhancement improvement activities will be administered by the County on behalf of the City and will not be subject to Section 23 construction activities



AGENDA STAFF REPORT

City Council Meeting

CONSENT CALENDAR

Agenda Item No. 11.3

October 7, 2025

Civic Center Project Capital Improvement Plan Budget Amendment

Prepared By:

Amanda Wells, Finance Director/City Treasurer

Recommended Action(s)

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

1. Amendments to Civic Center Phase One Capital Improvement Projects: City Hall (95011), Library (95012), Police Station (95014), and Civic Center Site Improvement (95023) as presented in Attachment 1; and
2. A Resolution of the City Council of the City of Eastvale, California, Amending the 2025-26 Fiscal Year Capital Improvement Plan and Budget for the aforementioned Capital Improvement Projects; and
3. A Resolution of the City Council of the City of Eastvale, California, Approving the Commitment of Fund Balance Pursuant to GASB 54; and
4. Authorize the City Manager to execute all necessary documents to facilitate the above actions.

Summary

When the 2025-26 fiscal year Capital Improvement Plan (CIP) and Budget were finalized the Civic Center Project construction bids were not available and the construction contract for the project was not yet awarded. The budget was adopted the same night the construction contract was awarded to Clark Construction. Accordingly, staff was unable to accurately update the Civic Center Capital Improvement Plan and Budget for adoption on June 25. As a result, the budget was adopted based upon construction estimates provided by through the city's construction cost estimator. The bids came in significantly lower than the construction cost estimate and as a result, the total project

budget is overinflated. Since the contract award, staff has worked diligently to forecast cash reserves and future development impact fee revenues, finance the funding gap through revenue lease bonds, and finalize the budget within the projected construction draw down schedule. Due to the significant change in cost, both the CIP and budget require amendments for the Civic Center Project, inclusive of four separate projects within the CIP (City Hall 95011, Library 95012, Police Station 95014, and Site Improvement 95023). Overall, the amended total project budget for fiscal year 2025-26 will total \$119.3 million, an increase of \$29.2 million from the original \$90.1 million adopted budget. The fiscal year 2026-27 project budget will total \$71.4 million, a decrease of \$42.1 million from the original \$113.5 million budget plan. The overall project budget for all fiscal years will be reduced to \$190.6 million from the original estimate of \$203.6 million. To facilitate the changes to the current fiscal year 2025-26 budget a total of \$56.5 million in additional transfers out and \$56.5 million in transfers in between several funds is included in the amended budget.

The project is relying on \$61.6 million in Development Impact Fee (DIF) revenues. Much of the revenue will be generated from future development in the city. As a result, the General Fund will loan resources to the Development Impact Fee funds for construction of the City Hall, Library, and Police Station. The interfund loan agreement and resolution authorizing the loan will be approved at a later City Council meeting. As development is approved throughout the city, revenues will flow into the DIF funds and subsequently reimburse the General Fund. In order to facilitate these loans, staff will prepare loan agreements and resolutions for the City Council to adopt at a later date.

Additionally, the subsequently unencumbered budget amounts caused an increase in estimated final fund balance as of June 30, 2026. The unencumbered amounts have been set aside in committed reserves for other high priority CIP projects in accordance with City Council's CIP priority list and Government Accounting Standards Board (GASB) 54.

Background

The changes to the four project budgets for Phase 1 of the Civic Center Project are indicated below in Table 1.

Table 1: Adopted versus Amended Project Budget Fiscal Year 2025-26				
Project	Funding Source	Account	Adopted Budget	Amended Budget
City Hall	Bond Proceeds	500-500-6650-95011	20,883,540	22,136,300
City Hall	City Hall Impact Fee	292-500-6650-95011	15,221,915	20,764,575
City Hall	General Fund	600-500-6650-95011	-	-
Total City Hall			36,106,455	42,900,875
Library	Bond Proceeds	500-500-6650-95012	10,110,015	-
Library	Library Impact Fee	296-500-6650-95012	9,889,985	19,020,000

Library	General Fund	600-500-6650-95012	-	5,415,530
Total Library			20,000,000	24,435,530
Police Station	Bond Proceeds	500-500-6650-95014	22,805,000	27,863,700
Police Station	Police Station Impact Fee	295-500-6650-95014	4,195,000	5,426,650
Total Police Station			27,000,000	33,290,350
Site Improvement	General Fund	500-500-6650-95023	7,000,000	-
Site Improvement	General Fund	600-500-6650-95023	-	18,643,600
Total Site Improvement			7,000,000	18,643,600
Grand Total Project Budget FY 2025-26			90,106,455	119,270,355

The changes to the project budget affect the adopted categories of fund balance, as budget was increased in the current fiscal year, thereby reducing available fund balance. However, this is offset by a reduction in budget for the following 2026-27 fiscal year. Staff has allocated the additional funds in 2026-27 to other high priority projects within the CIP while still allowing for an unassigned fund balance that meets the city's adopted fund balance policy within the city's long range plan. Committed fund balance is formally adopted by the City Council via Resolution, which is attached as Attachment 3. Table 2 details the adopted and amended fund balance categories and amounts.

Table 2: Adopted versus Amended Fund Balance		
Funding Source	Adopted Budget Estimated Fund Balance	Amended Budget Estimated Fund Balance
Total General Fund Estimated Fund Balance at 06/30/2026*	\$194,045,388	\$137,524,631
Non-Spendable	4,459,495	4,459,495
<i>Total Non-Spendable</i>	<i>4,459,495</i>	<i>4,459,495</i>
Assigned		
General Fund Operating Reserve	21,620,591	21,620,591
Other Assigned	30,371,409	30,371,409
<i>Total Assigned</i>	<i>51,992,000</i>	<i>51,992,000</i>
Committed		
Facility Construction: City Hall	23,372,946	19,571,690
Facility Construction: Library	24,499,987	17,574,470
Facility Construction: Police Station	19,861,323	

Facility Construction: Site Improvement	9,500,000	9,906,400
Facility Construction: Parking Structure	9,500,000	16,145,476
Equipment Purchase: Fire Truck	1,734,498	2,500,000
Pension Obligation	2,500,000	2,500,000
Public Safety Rate Increase Stabilization	3,000,000	3,000,000
Debt Service Reserve: Civic Center	7,000,000	7,000,000
<i>Total Committed</i>	<i>91,468,754</i>	<i>78,198,036</i>
Committed Appropriations Limit		
Facility Construction: City Hall	5,750,839	
Facility Construction: Library	7,705,015	
Facility Construction: Police Station	8,700,000	375,100
Facility Construction: Parking Structure/Fire Station	20,231,791	
Equipment Purchase Fire Truck	965,502	
<i>Total Committed Appropriations Limit</i>	<i>43,353,147</i>	<i>10,614,308</i>
Total General Funds Estimated Unassigned Fund Balance at 06/30/2026	\$2,771,992	\$2,500,000
* The swing in fund balance of \$56.5 million is attributable to the additional budget appropriations within the CIP budget that were previously set aside as fund balance reserves for the project and transfers to the DIF funds to facilitate the General Fund to DIF interfund loans.		

Environmental

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

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

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

Fiscal Impact

Total fiscal impact to the General Fund for fiscal year 2025-26 is \$56,535,757. Amendments to transfers out from the General Fund to three DIF funds (City Hall, Library, and Police Station) total \$32,476,627; transfers in to the DIF funds total the same amount. Amendments to transfers out from the General Fund to the Capital Projects fund total \$24,059,130; transfers in to the CIP fund total the same amount. Accordingly, the expenditures for the project from the Capital Projects fund were increased by \$24,059,130. Other amendments include reducing the bond proceeds from \$80.8 million to \$50.0 million in the General Debt Service fund in addition to reducing the expenditures for the project paid from those bond proceeds. Finally, expenditures in three DIF funds for the project (City Hall, Police Station, and Library) were amended by \$15,904,325 across all three funds. General Fund impacts were funded by specific reserves for the project and project reserves still total \$47.4 million, which is adequate to close out the project in fiscal year 2026-27. Unassigned fund balance in the General Fund is \$2,500,000. Additional specific detail can be found in attachments 2.1 and 4 as

well as above in the background section.

Prior City Council/Commission Action

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

Attachment(s)

[Attachment 1 - Updated Civic Center Project CIP Pages](#)

[Attachment 2 - Budget Resolution](#)

[Attachment 2.1 - Exhibit A to Resolution: Budget Amendments](#)

[Attachment 3 - Resolution: Commitment of Fund Balance](#)

[Attachment 4 - Budget Reports](#)



Capital Improvement Plan: Land, Buildings, Facilities & Equipment

City Hall

	Fiscal Year 2024-25	Fiscal Year 2025-26	Fiscal Year 2026-27	Fiscal Year 2027-28	Fiscal Year 2028-29	Fiscal Year 2029-30
Project Phases						
Design/Engineering/FFE	8,327,435	8,481,730	4,880,315	-	-	-
Property Acquisition	-	-	-	-	-	-
Construction	-	31,173,530	17,936,990	-	-	-
Total	8,327,435	39,655,260	22,817,305	-	-	-
Program Financing						
PFA Bond Proceeds	500-500-6650	22,136,300	-	-	-	-
Public Facilities City Hall DIF	292-500-6650	-	560,195	-	-	-
Public Facilities City Hall DIF/GF Loan	292-500-6650	-	20,204,380	-	-	-
GF: Reserves	600-500-6650	8,327,435	-	19,571,690	-	-
Total		42,900,875	19,571,690	-	-	-

Project Title: City Hall
Project Number: 95011
Project Category: Land, Buildings, Facilities & Equipment
Project Priority: Critical
Program Year Initiated: FY 2022-2023
Construction Year: FY 2025-2026
Project Estimate: \$70,800,000
Project Description: A design-bid-build project to construct an approximately 52,340 SF City Hall located in the southeast commercial quadrant of the Leal Master Plan. The City Hall is a three-story building that includes public counter spaces, an outdoor amphitheater, a council chamber that could be converted into a stage for performances, conference rooms, and office spaces.



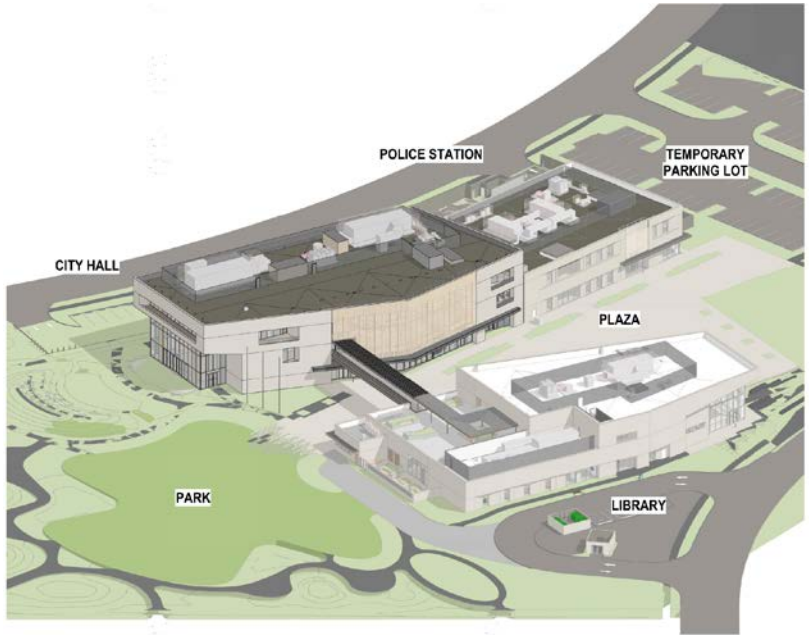


Capital Improvement Plan: Land, Buildings, Facilities & Equipment

Library

	Fiscal Year 2024-25	Fiscal Year 2025-26	Fiscal Year 2026-27	Fiscal Year 2027-28	Fiscal Year 2028-29	Fiscal Year 2029-30
Project Phases						
Design/Engineering/FFE	-	6,473,300	4,655,710	-	-	-
Property Acquisition	-	-	-	-	-	-
Construction	-	17,962,230	12,918,760	-	-	-
Total	-	24,435,530	17,574,470	-	-	-
Program Financing						
Public Facilities Library DIF/GF Loan	296-500-6650	-	19,020,000	-	-	-
GF: Reserves	600-500-6650	-	5,415,530	17,574,470	-	-
Total	-	24,435,530	17,574,470	-	-	-

Project Title: Library
Project Number: 95012
Project Category: Land, Buildings, Facilities & Equipment
Project Priority: Critical
Program Year Initiated: FY 2022-2023
Construction Year: FY 2025-2026
Project Estimate: \$ 42,010,000
Project Description: A design-bid-build project to construct an approximately 25,599 SF Library located in the southeast commercial quadrant of the Leal Master Plan. The Library is a two-story building featuring book collection areas for all ages, group study rooms, activity spaces, offices, and an occupiable terrace.



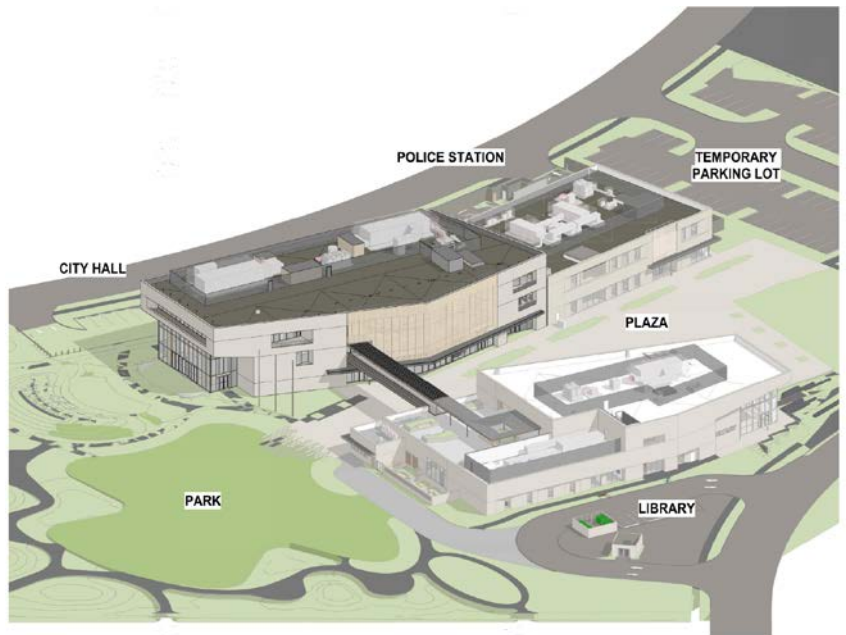


Capital Improvement Plan: Land, Buildings, Facilities & Equipment

Police Station

	Fiscal Year 2024-25	Fiscal Year 2025-26	Fiscal Year 2026-27	Fiscal Year 2027-28	Fiscal Year 2028-29	Fiscal Year 2029-30
Project Phases						
Design/Engineering/FFE	-	9,862,260	4,968,010	-	-	-
Property Acquisition	-	-	-	-	-	-
Construction	-	23,428,090	11,801,640	-	-	-
Total	-	33,290,350	16,769,650	-	-	-
Program Financing						
PFA Bond Proceeds	500-500-6650	-	27,863,700	-	-	-
Police Station DIF/GF Loan	295-500-6650	-	5,426,650	16,394,550	-	-
GF: Reserves	600-500-6650	-	-	375,100	-	-
Total	-	33,290,350	16,769,650	-	-	-

Project Title: Police Station
Project Number: 95014
Project Category: Land, Buildings, Facilities & Equipment
Project Priority: Critical
Program Year Initiated: FY 2022-2023
Construction Year: FY 2025-2026
Project Estimate: \$ 50,060,000
Project Description: A design-bid-build project to construct a new Police Station, approximately 22,021 SF in size, located in the southeast commercial quadrant of the Leal Master Plan. The Police Station a two-story building with one level below grade secured parking.



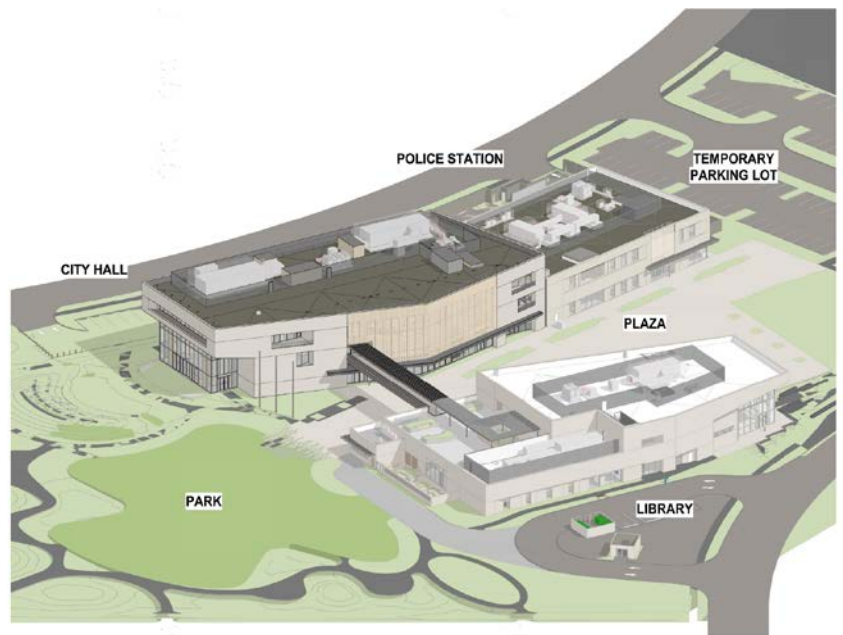


Capital Improvement Plan: Land, Buildings, Facilities & Equipment

Civic Center Site Improvement

	Fiscal Year 2024-25	Fiscal Year 2025-26	Fiscal Year 2026-27	Fiscal Year 2027-28	Fiscal Year 2028-29	Fiscal Year 2029-30
Project Phases						
Design/Engineering/FFE	-	5,074,742	2,696,498	-	-	-
Property Acquisition	-	-	-	-	-	-
Updated Construction	-	-	-	-	-	-
Construction	-	13,568,858	7,209,902	-	-	-
Total	-	18,643,600	9,906,400	-	-	-
Program Financing						
GF: Reserves	600-500-6650	-	18,643,600	9,906,400	-	-
Total		-	18,643,600	9,906,400	-	-

Project Title: Civic Center Site Improvement
Project Number: 95023
Project Category: Land, Buildings, Facilities & Equipment
Project Priority: Critical
Program Year Initiated: FY 2022-2023
Construction Year: FY 2025-2026
Project Estimate: \$ 28,550,000
Project Description: An approximately 2.8 acre City Park with an amphitheater and a central hardscape Civic Plaza and associated site work around the three buildings: City Hall, library, and police station.



RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AMENDING ITS 2025-26 FISCAL YEAR CAPITAL IMPROVEMENT PLAN AND BUDGET FOR THE CIVIC CENTER PROJECT.

WHEREAS the Capital Improvement Plan and Budget for fiscal year 2025-26 through 2029-30 of the City of Eastvale has been adopted by this Council in its original form, and said plan and budget will need to be amended at times to fulfill the goals of the City; and

WHEREAS, the City departments may not exceed, transfer, or adjust their Capital Improvement Plan appropriations without the consent of the City Council; and

WHEREAS, the bids for the Civic Center were advertised on April 10, 2025 and bids were opened on June 6, 2025; construction contract was awarded on June 25, 2025 the same night that the 2025-26 Operating and Capital Improvement budget were adopted; and

WHEREAS, Staff has adjusted the project budget based on the construction contract and final bond proceeds and the adjustments require an amendment to the Capital Improvement Plan and Budget; and

WHEREAS, Amendments to the Capital Improvement Plan are for fiscal years 2025-26 through 2026-27 and appropriation amendments to the Capital Improvement Plan Budget affect fiscal year 2025-26 only; and

WHEREAS, staff desires to amend the 2025-26 Capital Improvement Plan and Budget to recognize the updates to the following Civic Center Projects: City Hall 95011, Library 95012, Police Station 95014, Site Improvement 95023; and

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

SECTION 1. THE CITY COUNCIL AUTHORIZE APPROPRIATIONS AND UPDATES TO THE 2025-26 CAPITAL IMPROVEMENT PLAN AND BUDGET AS SHOWN IN EXHIBIT "A" FOR THE CIVIC CENTER PROJECT.

PASSED, APPROVED AND ADOPTED this 7th day of October 2025.

Mike McMinn
Mayor

APPROVED AS TO FORM:

ATTEST:

Erica Vega
City Attorney

Marc A. Donohue, MMC
City Clerk

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

I, Marc A. Donohue, City Clerk of the City of Eastvale, California, do hereby certify that the foregoing City Council Resolution No. 25-XX, was duly adopted by the City Council of the City of Eastvale, California, at a meeting held on the 7th day of October 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Marc A. Donohue, MMC
City Clerk



Budget Amendments for Civic Center Project

CAPITAL IMPROVEMENT AMENDMENTS

Account	Fund Description	Account Description	Comment	Fiscal Year 2025-26			Fiscal Year 2026-27**		
				Adopted Budget Fiscal Year 2025-26	Amendment* Fiscal Year 2025-26	Amended Budget Fiscal Year 2025-26	Adopted Budget Fiscal Year 2026-27	Amendment* Fiscal Year 2026-27	Amended Budget Fiscal Year 2026-27
292-500-6650	DIF Public Facilities: City Hall Fund	Buildings	Reduce City Hall DIF budget to account for new Library DIF fund	25,111,900	(4,347,325)	20,764,575	15,368,825	(15,368,825)	-
295-500-6650	DIF Police Facilities Fund	Buildings	Increase Police Station DIF budget in 2025-26 and reduce in 2026-27	4,195,000	1,231,650	5,426,650	17,626,200	(1,231,650)	16,394,550
296-500-6650	DIF Public Facilities: Library Fund	Buildings	Appropriate Library DIF in appropriate fund	-	19,020,000	19,020,000	-	-	-
500-500-6650	General Debt Service Fund	Buildings	Reduce bond proceed budget to match actual finalized bond proceeds from Lease Revenue Bonds Series 2025A	60,798,555	(10,798,555)	50,000,000	20,000,000	(20,000,000)	-
600-500-6650	General Capital Projects Fund	Buildings	Increase General Fund budget for the project in Fiscal Year 2025-26 and reduce budget in 2026-27	4,500,000	24,059,130	28,559,130	60,504,975	(13,077,315)	47,427,660
				94,605,455	29,164,900	123,770,355	113,500,000	(49,677,790)	63,822,210



Budget Amendments for Civic Center Project

OPERATING BUDGET AMENDMENTS

Account	Fund Description			Fiscal Year 2025-26		
				Adopted Budget Fiscal Year 2025-26	Amendment* Fiscal Year 2025-26	Amended Budget Fiscal Year 2025-26
100-290-6912	General Fund	Transfer Out to DIF Funds	Transfer to DIF funds to provide adequate cash to cover budget appropriations, General Fund to DIF fund loans	28,568,953	32,476,627	61,045,580
100-290-6960	General Fund	Transfer Out to CIP Funds	Transfer to General Capital Project fund to provide adequate cash to cover budget appropriations	1,346,789	24,059,130	25,405,919
292-000-4910	DIF Public Facilities: City Hall Fund	Transfer in from Gen Fund	Transfer from General Fund to provide cash for reimbursable loan back to General Fund	24,373,953	(4,169,573)	20,204,380
295-000-4910	DIF Police Facilities Fund	Transfer in from Gen Fund	Transfer from General Fund to provide cash for reimbursable loan back to General Fund	4,195,000	17,626,200	21,821,200
296-000-4910	DIF Public Facilities: Library Fund	Transfer in from Gen Fund	Transfer from General Fund to provide cash for reimbursable loan back to General Fund	-	19,020,000	19,020,000
500-000-4800	General Debt Service Fund	Bond Proceeds	Bonds were reduced to \$50M from \$80M original estimate, reduce budget to reflect total actual bond proceed amount	80,800,000	(30,800,000)	50,000,000
600-000-4910	General Capital Projects Fund	Transfer in from Gen Fund	Transfer from General Fund to provide adequate cash to cover budget appropriations	1,346,789	24,059,130	25,405,919
				140,631,484	82,271,514	222,902,998

*Negative amendments reduce the adopted budget; positive amendments increase the adopted budget.

**The Fiscal Year 2026-27 CIP Budget Plan are not appropriated amounts. The five year plan for years beyond the current 2025-26 fiscal year is a budget plan, and not an actual appropriation available to spend. The updates have been prepared for transparency and five year long range planning.

RESOLUTION NO. 25-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA,
APPROVING THE COMMITMENT OF FUND BALANCE PURSUANT TO GASB 54**

WHEREAS, the Governmental Standards Board (GASB) has issued Statement No. 54, Fund Balance Reporting and Governmental Type Definitions, with the intent of improving financial reporting by providing fund balance categories that will be more easily understood; and

WHEREAS, the City Council may commit fund balance amounts for specific purposes by taking formal action, and the committed amounts cannot be used for any other purpose unless the City Council removes and changes the specific use through the same formal action taken to establish the commitment; and

WHEREAS, the City Council deems it appropriate that the current and prior years' commitments of fund balance be released; and

WHEREAS, the City Council deems appropriate that a commitment of \$78,198,036 of the General Fund unassigned fund balance be established for Reserve for the following projects in the following amounts: Facility Construction: City Hall \$19,571,690; Facility Construction: Library \$17,574,470; Facility Construction: Site Improvement \$9,906,400; Facility Construction: Parking Structure \$16,145,476; Equipment Purchase: Fire Truck, \$2,500,000; Pension Obligation \$2,500,000; Public Safety Rate Increase Stabilization \$3,000,000; Debt Service Reserve: Civic Center, \$7,000,000; and

WHEREAS, the City Council wishes to commit certain amounts of fund balance surplus attributed to the City's Gann Appropriation Limit for qualified capital outlay reserves; and

WHEREAS, the City Council deems appropriate that a commitment of \$375,100 of the General Fund unassigned fund balance be established for Appropriations Limit Qualified Capital Outlay Reserve for the following projects in the following amounts: Facility Construction: Police Station – Appropriations Limit \$375,100; and

WHEREAS, the General Fund balance will be adjusted to final fund balance at the end of the fiscal year; and

WHEREAS, the City Council deems appropriate that a commitment of \$12,700,000 of the Fire Fund unassigned fund balance be established for Reserve for the following projects in the following amounts: Third Fire Station Construction \$12,300,000; Apparatus Replacement \$400,000; and

WHEREAS, the Fire Fund balance will be adjusted to final fund balance at the end of the fiscal year.

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

SECTION 1. the City Council establishes and approves the release of all prior years' commitments of unassigned fund balance of the General Fund and the Fire Fund to the unassigned category of fund balance as specified in the approved budget for fiscal year 2025-2026.

SECTION 2. The City Council establishes and approves the commitment of 78,198,036 of the unassigned fund balance of the General Fund to the committed category of fund balance.

SECTION 3. The City Council establishes and approves the commitment of \$375,100 of the unassigned fund balance of the General Fund to the committed category of fund balance for appropriations limit qualified capital outlay reserve.

SECTION 4. The City Council establishes and approves the commitment of \$12,700,000 of the unassigned fund balance of the Fire Fund to the committed category of fund balance.

PASSED, APPROVED AND ADOPTED this 7th day of October, 2025.

Mike McMinn
Mayor

APPROVED AS TO FORM:

ATTEST:

Erica Vega
City Attorney

Marc A. Donohue, MMC
City Clerk

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

I, Marc A. Donohue, City Clerk of the City of Eastvale, California, do hereby certify that the foregoing City Council Resolution No. 25-XX, was duly adopted by the City Council of the City of Eastvale, California, at a meeting held on the 7th day of October 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Marc A. Donohue, MMC
City Clerk

CITY OF EASTVALE
 Fiscal Year 2025-26
 Annual Operating & Capital Improvement Budget

9/29/25 3:52 PM



General Fund Summary by Category

Description	Audited Actuals 2021-22	Audited Actuals 2022-23	Audited Actuals 2023-24	Amended Budget 2024-25	Un-Audited Actuals 2024-25	Adopted Budget 2025-26	Amendment 2025-26	Amended Budget 2025-26
GENERAL FUND								
Revenues								
Property Taxes	\$ 3,662,139	\$ 4,004,362	\$ 4,004,968	\$ 4,215,800	\$ 4,261,355	\$ 4,443,800	\$ -	\$ 4,443,800
Sales & Use Tax	44,710,286	47,356,371	58,319,348	50,100,000	48,463,297	49,200,000	-	49,200,000
Franchise Fees	1,971,912	6,556,660	2,700,740	2,635,000	2,968,827	2,805,000	-	2,805,000
Transient Occupancy Tax	-	-	-	250,000	377,751	540,000	-	540,000
License, Permits & Fees	2,333,526	2,347,535	3,701,400	5,371,750	5,846,399	5,602,300	-	5,602,300
Fines, Penalties & Forfeitures	567,641	724,866	713,504	1,020,000	1,051,914	1,005,000	-	1,005,000
Intergovernmental	6,367,511	6,077,206	6,632,569	6,460,000	6,922,975	7,075,000	-	7,075,000
Use of Money & Property	151,235	1,511,747	5,289,049	5,800,000	8,615,437	5,900,000	-	5,900,000
Miscellaneous	772,062	299,556	374,955	240,060	324,134	205,060	-	205,060
Transfers In	7,417,458	298,240	531,786	510,406	511,261	507,811	-	507,811
Total General Fund Revenues	67,953,770	69,176,543	82,268,318	76,603,016	79,343,348	77,283,971	-	77,283,971
Expenditures								
Personnel	\$ 5,181,118	\$ 6,127,883	\$ 7,514,498	\$ 11,603,246	\$ 9,558,072	\$ 12,906,497	\$ -	\$ 12,906,497
Contract Services (Law Enforcement)	10,929,074	12,445,838	13,215,383	14,560,232	14,431,853	17,165,150	-	17,165,150
Contract Services	3,865,613	3,934,059	3,848,020	7,017,488	4,834,376	6,606,845	-	6,606,845
Maintenance	205,290	345,138	291,750	618,211	326,092	644,710	-	644,710
Operations	6,207,391	960,061	2,627,366	4,251,987	3,372,773	5,587,870	-	5,587,870
Capital Outlay	187,826	758,553	(367,180)	730,850	565,261	712,500	-	712,500
Debt Service	550,376	533,242	697,014	300,000	287,907	300,000	-	300,000
Transfers Out & Appropriation from Reser	6,597,427	12,761,462	15,247,922	12,231,499	12,238,026	31,072,992	56,535,757	87,608,749
Total General Fund Expenditures	33,724,114	37,866,236	43,074,773	51,313,513	45,614,359	74,996,564	56,535,757	131,532,321
NET REVENUE	34,229,656	31,310,307	39,193,545	25,289,503	33,728,990	2,287,407	(56,535,757)	(54,248,350)
OTHER PURPOSE GENERAL FUNDS								
RESTRICTED STRUCTURAL FIRE FUND								
Revenues								
Property Taxes (Restricted for Fire Services)	\$ 7,601,854	\$ 8,379,338	\$ 9,196,030	\$ 9,070,000	\$ 9,376,216	\$ 9,694,000	\$ -	\$ 9,694,000
Sales & Use Tax	-	-	-	-	-	-	-	-
Franchise Fees	-	-	-	-	-	-	-	-
Other Taxes	-	-	-	-	-	-	-	-
License, Permits & Fees	94,451	77,971	143,895	110,000	112,232	119,000	-	119,000
Fines, Penalties & Forfeitures	-	92,793	86,348	90,000	126,624	90,000	-	90,000
Intergovernmental	-	-	-	-	-	-	-	-
Use of Money & Property	(1,616)	432,432	625,717	320,000	925,075	860,000	-	860,000
Miscellaneous	-	-	-	-	-	-	-	-
Transfers	-	-	-	-	-	-	-	-
Total Fire Fund Revenues	7,694,689	8,982,534	10,051,989	9,590,000	10,540,147	10,763,000	-	10,763,000
Expenditures								
Salaries	\$ 808	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Benefits	-	-	-	-	-	-	-	-
Contract Services	5,654,282	6,298,267	6,821,529	8,021,400	6,619,948	9,112,125	-	9,112,125
Maintenance	56,463	70,167	77,995	85,000	60,950	123,500	-	123,500
Operations	447,634	(87,248)	205,979	289,618	226,299	295,350	-	295,350
Capital Outlay (Approp from Reserve)	38,200	26,094	-	1,015,000	-	-	-	-
Debt Service	262,228	272,717	278,171	300,000	287,907	300,000	-	300,000
Transfers Out	-	-	-	-	-	-	-	-
Total General Fund Expenditures	6,459,615	6,579,997	7,383,673	9,711,018	7,195,105	9,830,975	-	9,830,975
NET REVENUE	1,235,074	2,402,537	2,668,316	(121,018)	3,345,042	932,025	-	932,025

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General Fund Summary by Departments

Description	Audited Actuals 2021-22	Audited Actuals 2022-23	Audited Actuals 2023-24	Amended Budget 2024-25	Un-Audited Actuals 2024-25	Adopted Budget 2025-26	Amendment 2025-26	Amended Budget 2025-26
GENERAL FUND								
Revenues								
General Services								
Non Departmental	\$ 65,076,959	\$ 66,138,827	\$ 78,086,136	\$ 70,561,266	\$ 72,882,933	\$ 71,071,671	\$ -	\$ 71,071,671
City Clerk	54,411	74,273	108,780	70,150	105,485	80,200	-	80,200
City Manager	10,258	-	-	-	-	-	-	-
Finance	126,297	145,228	184,249	170,100	214,962	170,100	-	170,100
General Government	-	-	-	-	-	-	-	-
City Attorney	80,205	22,944	30,346	15,000	22,186	15,000	-	15,000
Subtotal General Services	65,348,130	66,381,272	78,409,511	70,816,516	73,225,566	71,336,971	-	71,336,971
Community Development								
Community Development	\$ 1,345,581	\$ 1,425,582	\$ 2,321,572	\$ 4,103,000	\$ 4,214,850	\$ 4,143,000	\$ -	\$ 4,143,000
Subtotal Community Development	1,345,581	1,425,582	2,321,572	4,103,000	4,214,850	4,143,000	-	4,143,000
Public Works								
Public Works	\$ 854,409	\$ 778,728	\$ 937,868	\$ 835,000	\$ 1,315,897	\$ 1,230,000	\$ -	\$ 1,230,000
Subtotal Community Development	854,409	778,728	937,868	835,000	1,315,897	1,230,000	-	1,230,000
Community Safety & Technology								
Community Safety	\$ 92,327	\$ 294,266	\$ 319,045	\$ 295,000	\$ 335,753	\$ 316,000	\$ -	\$ 316,000
Subtotal Community Safety & Tech	92,327	294,266	319,045	295,000	335,753	316,000	-	316,000
Public Safety								
Public Safety	\$ 313,324	\$ 296,697	\$ 280,322	\$ 533,500	\$ 246,829	\$ 243,000	\$ -	\$ 243,000
Subtotal Public Safety	313,324	296,697	280,322	533,500	246,829	243,000	-	243,000
Community Services & Recreation								
Community Services & Recreation	\$ -	\$ -	\$ -	\$ 20,000	\$ 4,454	\$ 15,000	\$ -	\$ 15,000
Subtotal Community Services & Re	-	-	-	20,000	4,454	15,000	-	15,000
Total General Fund Revenues	67,953,770	69,176,543	82,268,318	76,603,016	79,343,348	77,283,971	-	77,283,971
Expenditures								
City Council								
100 City Council	\$ 224,419	\$ 162,650	\$ 161,344	\$ 307,206	\$ 226,528	\$ 334,278	\$ -	\$ 334,278
Subtotal City Council	224,419	162,650	161,344	307,206	226,528	334,278	-	334,278
City Administration								
200 City Manager	\$ 609,470	\$ 521,256	\$ 595,799	\$ 756,002	\$ 687,800	\$ 816,078	\$ -	\$ 816,078
220 Human Resources	\$ 651,148	\$ 601,773	\$ 743,288	993,821	722,992	\$ 1,084,049	-	1,084,049
230 Risk Management	386,678	388,154	550,270	858,200	794,223	1,203,900	-	1,203,900
302 Economic Development	-	-	718,113	1,138,720	899,324	1,000,249	-	1,000,249
720 Community Services & Recreation	\$ 682,857	\$ 1,003,507	\$ 1,078,775	1,289,256	1,239,423	\$ 1,672,599	-	1,672,599
Subtotal City Administration	2,330,154	2,514,690	3,686,245	5,035,999	4,343,762	5,776,875	-	5,776,875
Non Departmental								
110 City Attorney	\$ 317,860	\$ 295,852	\$ 307,171	\$ 382,800	\$ 333,366	\$ 384,000	\$ -	\$ 384,000
290 Non Departmental	11,394,573	12,680,685	15,793,582	14,524,989	13,967,861	33,675,454	56,535,757	90,211,211
Subtotal Non Departmental	11,712,433	12,976,537	16,100,753	14,907,789	14,301,227	34,059,454	56,535,757	90,595,211
Government Services								
120 City Clerk	\$ 444,667	\$ 579,863	\$ 497,458	\$ 851,385	\$ 534,862	\$ 860,032	\$ -	\$ 860,032
260 Communications	244,365	320,256	374,202	432,542	469,432	418,368	-	418,368
Subtotal Government Services	689,031	900,119	871,660	1,283,927	1,004,294	1,278,400	-	1,278,400



General Fund Summary by Departments

Description	Audited Actuals 2021-22	Audited Actuals 2022-23	Audited Actuals 2023-24	Amended Budget 2024-25	Un-Audited Actuals 2024-25	Adopted Budget 2025-26	Amendment 2025-26	Amended Budget 2025-26
Finance								
210 Finance	\$ 910,324	\$ 1,139,254	\$ 1,231,399	\$ 2,053,716	\$ 1,578,139	\$ 1,909,278	\$ -	\$ 1,909,278
211 Procurement	-	-	-	-	-	314,849	-	314,849
Subtotal Finance	910,324	1,139,254	1,231,399	2,053,716	1,578,139	2,224,127	-	2,224,127
Community Development								
301 Administration	\$ 1,108,869	\$ 1,356,552	\$ 474,789	\$ 455,353	\$ 378,497	\$ 536,865	\$ -	\$ 536,865
300 Planning	610,794	686,329	665,670	1,118,907	890,558	1,184,583	-	1,184,583
310 Building Safety	1,337,997	1,273,580	1,111,581	1,863,944	1,388,476	1,972,540	-	1,972,540
Subtotal Community Development	3,057,660	3,316,461	2,252,039	3,438,204	2,657,532	3,693,988	-	3,693,988
Public Works								
320 Engineering	\$ 1,447,314	\$ 1,419,521	\$ 2,041,620	\$ 3,256,118	\$ 2,195,220	\$ 3,870,181	\$ -	\$ 3,870,181
500 Public Works	368,711	275,437	596,730	2,145,397	1,242,879	2,028,164	-	2,028,164
295 Facility Maintenance	467,728	557,645	371,872	572,932	396,023	586,997	-	586,997
296 Facility Landscaping	-	181,504	149,746	300,842	181,034	380,207	-	380,207
600 Landscaping (public right-of-way)	1,074	-	-	-	-	-	-	-
Subtotal Public Works	2,284,828	2,434,108	3,159,967	6,275,289	4,015,155	6,865,549	-	6,865,549
Community Safety & Technology								
311 Administration	\$ 19,679	\$ 315,828	\$ 541,379	\$ 984,748	\$ 958,183	\$ 937,440	\$ -	\$ 937,440
330 Community Enhancement & Safety	764,036	811,417	765,922	984,857	801,884	1,006,653	-	1,006,653
240 Information Technology	304,485	289,671	375,969	413,195	387,527	605,300	-	605,300
Subtotal Community Safety	1,088,199	1,416,917	1,683,270	2,382,800	2,147,593	2,549,393	-	2,549,393
Public Safety								
400 Law Enforcement	\$ 11,097,700	\$ 12,621,198	\$ 13,537,188	\$ 15,111,083	\$ 14,897,377	\$ 17,652,000	\$ -	\$ 17,652,000
430 Animal Control	233,268	276,155	274,649	367,500	327,795	412,500	-	412,500
440 Crossing Guards	96,099	108,149	116,260	150,000	114,957	150,000	-	150,000
Subtotal Public Safety	11,427,066	13,005,502	13,928,096	15,628,583	15,340,129	18,214,500	-	18,214,500
Total General Fund Expenditures	33,724,114	37,866,236	43,074,773	51,313,513	45,614,359	74,996,564	56,535,757	131,532,321
TOTAL GENERAL FUND NET REVEN	34,229,656	31,310,307	39,193,545	25,289,503	33,728,990	2,287,407	(56,535,757)	(54,248,350)

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General Fund Summary by Departments

Description	Audited Actuals 2021-22	Audited Actuals 2022-23	Audited Actuals 2023-24	Amended Budget 2024-25	Un-Audited Actuals 2024-25	Adopted Budget 2025-26	Amendment 2025-26	Amended Budget 2025-26
OTHER PURPOSE GENERAL FUNDS								
RESTRICTED STRUCTURAL FIRE FUND								
Revenues								
Property Taxes (Restricted for Fire Serv	\$ 7,601,854	\$ 8,379,338	\$ 9,196,030	\$ 9,070,000	\$ 9,376,216	\$ 9,694,000	\$ -	\$ 9,694,000
Sales & Use Tax	-	-	-	-	-	-	-	-
Franchise Fees	-	-	-	-	-	-	-	-
Other Taxes	-	-	-	-	-	-	-	-
License, Permits & Fees	94,451	77,971	143,895	110,000	112,232	119,000	-	119,000
Fines, Penalties & Forfeitures	-	92,793	86,348	90,000	126,624	90,000	-	90,000
Intergovernmental	-	-	-	-	-	-	-	-
Use of Money & Property	(1,616)	432,432	625,717	320,000	925,075	860,000	-	860,000
Miscellaneous	-	-	-	-	-	-	-	-
Transfers	-	-	-	-	-	-	-	-
Total Fire Fund Revenues	7,694,689	8,982,534	10,051,989	9,590,000	10,540,147	10,763,000	-	10,763,000
Expenditures								
Public Safety								
290 General Government	\$ 504,045	\$ 30,899	\$ 278,171	\$ 300,000	\$ 287,907	\$ 300,000	\$ -	\$ 300,000
295 Facility Maintenance	187,895	146,078	194,022	253,450	163,043	253,450	-	253,450
296 Facility Landscaping	-	22,065	32,470	71,600	25,624	71,600	-	71,600
320 Engineering	808	-	-	-	-	-	-	-
420 Fire Services	5,766,867	6,380,954	6,879,010	9,085,968	6,718,530	9,205,925	-	9,205,925
Total Fire Fund Expenditures	6,459,615	6,579,997	7,383,673	9,711,018	7,195,105	\$ 9,830,975	\$ -	\$ 9,830,975
TOTAL FIRE FUND NET REVENUE	1,235,074	2,402,537	2,668,316	(121,018)	3,345,042	932,025	-	932,025

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Other Funds Summary

*Data includes transfers

Description	Audited Actuals 2021-22	Audited Actuals 2022-23	Audited Actuals 2023-24	Amended Budget 2024-25	Un-Audited Actuals 2024-25	Adopted Budget 2025-26	Amendment 2025-26	Amended Budget 2025-26
OTHER FUNDS								
Revenues								
120 General Plan Fund	\$ -	\$ -	\$ 56,795	\$ 25,000	\$ 114,990	\$ 124,000	\$ -	\$ 124,000
200 Gas Tax	1,604,905	1,910,031	2,068,582	1,997,500	2,130,447	2,146,500	-	2,146,500
205 SB1	1,378,406	1,630,373	1,841,295	1,798,800	1,949,486	1,926,300	-	1,926,300
206 Area Drainage Plan (ADP)	(493)	22,224	30,080	8,800	40,400	33,000	-	33,000
210 Measure A	2,189,098	3,561,411	3,433,382	3,238,500	3,794,696	3,590,000	-	3,590,000
211 TDA Fund	-	146,666	-	-	-	-	-	-
220 AQMD	143,575	105,726	155,405	117,100	79,122	104,000	-	104,000
230 Grants: Law Enforcement Grants	-	-	-	-	-	-	-	-
240 Grants: Miscellaneous Grants Fund	668,027	520,685	10,820,267	6,498,782	10,233,435	986,914	-	986,914
241 Grants: Coronavirus Relief Fund	-	-	-	-	-	-	-	-
242 Grants: American Rescue Plan Act Fund	7,360,219	-	-	-	-	-	-	-
243 Public, Educational, or Governmental Access Fu	2,188	1,444	885	-	1,049	-	-	-
250 Grants: Community Development Block Grant	-	-	-	15,000	15,007	-	-	-
260 Local Law Enforcement Services	165,428	-	-	-	-	-	-	-
270 TUMF Reimbursement Fund	-	13,818	451,322	2,700,000	315,216	-	-	-
290 Transportation DIF	119,761	520,618	574,123	258,500	195,794	306,000	-	306,000
291 Fire DIF	46,690	70,837	144,417	45,500	121,233	69,000	-	69,000
292 Public Facilities DIF	102,648	69,972	226,542	163,000	190,935	24,551,953	(4,169,573)	20,382,380
293 Road and Bridge Benefit District	454,300	218,470	867,221	125,000	826,941	337,000	-	337,000
294 Quimby Parkland Fees	-	-	12,387	-	19,819	-	-	-
295 DIF Police Facilities Fund	-	-	-	-	-	4,195,000	17,626,200	21,821,200
296 DIF Public Facilities: Library Fund	(1)	-	-	-	-	-	19,020,000	19,020,000
297 DIF Park Improvement Fund	-	-	-	-	-	-	-	-
298 DIF Community & Recreation Centers Fund	-	-	-	-	-	-	-	-
300 LLMD 89-1 Zone 10	3,820	4,743	12	-	-	-	-	-
301 LLMD 89-1 Zone 33	1,171	707	185	150	-	-	-	-
302 LLMD 89-1 Zone 41	171,435	76,992	99,814	80,602	145,925	86,590	-	86,590
303 LLMD 89-1 Zone 79	2,593	1,667	1,783	1,813	2,363	1,009	-	1,009
304 LLMD 89-1 Zone 85	3,008	985	1,176	702	1,805	1,105	-	1,105
305 LLMD 89-1 Zone 111	23,997	24,893	15,827	26,198	26,149	8,258	-	8,258
306 LLMD 89-1 Zone 115	3,726	4,094	4,269	4,464	4,411	4,579	-	4,579
307 LLMD 89-1 Zone 116	8,031	7,897	7,233	8,035	9,945	3,308	-	3,308
308 LLMD 89-1 Zone 147	1,552	1,717	1,785	1,865	1,862	1,912	-	1,912
309 LLMD 89-1 Zone 151	7,659	9,512	9,702	11,129	11,129	11,352	-	11,352
310 LLMD 89-1 Zone 156	5,750	7,139	7,282	8,353	8,353	8,520	-	8,520
311 Benefit Assessment District 2014-2	12,563	11,259	10,183	7,703	8,626	11,891	-	11,891
312 LLMD 2014-1	19,499	18,215	17,087	6,922	8,487	12,873	-	12,873
313 LLMD 2014-3	8,489	7,114	9,230	4,673	5,185	2,842	-	2,842
314 LLMD 2014-4	6,850	6,071	4,134	1,016	1,640	2,575	-	2,575
315 Community Facilities District 2019-1 Cloverdale	10,162	11,030	9,618	11,914	9,726	5,148	-	5,148
316 Community Facilities District 2025-01 Limonite	-	-	-	-	-	-	-	-
317 Community Facilities District 2024-1 Zone 1 Ea:	-	-	-	-	-	5,598	-	5,598
318 Community Facilities District 2024-02 Zone 2 Li	-	-	-	-	-	-	-	-
400 Community Facilities District 2017-1 Goodman	74,687	41,746	45,285	93,435	49,547	39,827	-	39,827
401 Community Facilities District 2017-2 Sendero	43,192	49,212	35,390	50,611	37,133	33,353	-	33,353
402 Community Facilities District 2020-1 Hamner P	73,498	95,925	99,168	117,703	117,254	121,942	-	121,942
403 LMD 98-2 ORIGINAL	16,635	11,024	5,485	6,683	4,644	1,300	-	1,300
404 LMD 98-2 ANNEX 01/Zone A	2,006	8,149	4,749	4,729	4,867	2,427	-	2,427

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Other Funds Summary

*Data includes transfers

Description	Audited	Audited	Audited	Amended	Un-Audited	Adopted	Amendment	Amended
	Actuals	Actuals	Actuals	Budget	Actuals	Budget	2025-26	Budget
	2021-22	2022-23	2023-24	2024-25	2024-25	2025-26	2025-26	2025-26
405 LMD 98-2 ANNEX 02/Zone B	41,892	91,834	64,280	125,476	49,206	18,260	-	18,260
406 LMD 98-2 ANNEX 03/Zone C	4,299	16,645	10,371	10,183	10,721	1,305	-	1,305
407 LMD 98-2 ANNEX 04/Zone D	6,233	22,287	15,673	15,366	16,178	1,590	-	1,590
408 LMD 98-2 ANNEX 06/Zone F	29,516	22,359	11,367	16,077	10,330	2,460	-	2,460
409 LMD 2001-1 Zone G	1,862	1,092	1,254	1,244	1,333	1,324	-	1,324
410 LMD 2001-1 Zone S	2,420	1,320	1,643	1,649	1,720	1,736	-	1,736
411 LMD 2001-1 Zone W	20,337	14,940	7,732	130	617	-	-	-
412 LMD 2001-2 Zone A	49,149	18,360	15,067	30,779	14,031	3,865	-	3,865
413 LMD 2001-2 Zone B	26,356	17,360	11,964	18,576	10,898	2,235	-	2,235
414 LMD 2001-2 Zone C	1,423	1,094	674	1,224	607	65	-	65
415 LMD 2001-2 Zone D	17,303	11,887	7,999	10,479	9,214	1,555	-	1,555
416 LMD 2001-2 Zone F	3,128	3,067	2,633	44,920	2,781	625	-	625
417 LMD 2001-2 Zone G	26,486	10,287	9,437	16,628	7,737	1,900	-	1,900
418 LMD 2001-2 Zone H	39,891	28,855	19,990	24,204	23,756	3,855	-	3,855
419 LMD 2001-2 Zone J	27,374	18,512	13,370	17,295	14,423	2,620	-	2,620
420 LMD 2001-2 Zone K	1,954	1,716	1,880	1,943	1,919	1,965	-	1,965
421 LMD 2001-2 Zone M	2,315	2,771	1,677	1,665	1,807	210	-	210
422 LMD 2001-3 Zone A	3,901	12,739	13,396	13,679	13,848	14,111	-	14,111
423 LMD 2001-3 Zone B	3,372	9,909	8,173	8,241	8,626	1,737	-	1,737
424 LMD 2001-3 Zone C	22,478	8,419	4,639	13,543	4,473	1,785	-	1,785
425 LMD 2001-3 Zone D	45,713	17,458	9,343	28,634	8,922	3,500	-	3,500
426 LMD 2001-3 Zone E	100,204	38,591	22,706	62,312	22,041	7,350	-	7,350
427 LMD 2001-3 Zone F	38,201	14,954	4,824	22,328	4,948	3,120	-	3,120
428 LMD 2001-3 Zone G	3,433	7,967	6,918	11,545	4,983	3,916	-	3,916
429 LMD 2001-3 Zone H	15,451	6,331	3,742	14,177	3,460	1,355	-	1,355
430 LMD 2001-3 Zone I	61,716	40,910	25,353	38,671	30,276	5,700	-	5,700
431 LMD 2001-3 Zone J	17,644	11,936	7,174	11,188	6,547	1,530	-	1,530
432 LMD 2001-3 Zone K	18,021	14,651	8,290	12,710	7,067	1,745	-	1,745
433 LMD 2001-3 Zone L	19,057	14,175	8,636	12,728	7,795	1,785	-	1,785
434 LMD 2001-3 Zone M	55,807	25,718	15,716	31,542	19,214	4,590	-	4,590
435 LMD 2001-3 Zone N	40,800	43,034	20,318	25,427	17,394	3,485	-	3,485
436 LMD 2001-3 Zone O	6,576	2,746	1,519	4,318	1,463	480	-	480
437 LMD 2001-3 Zone P	38,497	14,526	8,324	23,275	8,151	3,255	-	3,255
438 LMD 2001-3 Zone Q	15,405	5,997	3,618	10,967	3,493	1,195	-	1,195
439 LMD 2001-3 Zone R	1,849	1,699	1,067	1,257	934	155	-	155
440 LMD 2001-3 Zone S	7,430	3,061	1,717	4,568	2,298	595	-	595
441 LMD 2001-3 Zone T	57,013	21,130	12,021	35,180	12,614	5,075	-	5,075
442 LMD 2001-3 Zone U	37,570	14,313	8,485	23,230	9,032	2,673	-	2,673
443 LMD 2001-3 Zone V	63,337	23,359	13,631	39,312	25,369	4,985	-	4,985
444 LMD 2001-3 Zone W	19,463	7,854	8,985	12,483	9,292	1,870	-	1,870
445 LMD 2001-3 Zone X	5,519	2,365	1,321	3,385	1,240	430	-	430
446 LMD 2001-3 Zone Y	9,212	3,689	2,099	5,933	2,058	765	-	765
447 LMD 2001-3 Zone Z	10,185	4,093	2,296	6,542	2,226	805	-	805
448 LMD 2001-3 Zone AA	6,467	2,843	1,615	3,905	1,498	500	-	500
449 LMD 2001-3 Zone BB	6,006	2,464	1,343	3,501	1,254	490	-	490
450 LMD 2001-3 Zone CC	23,574	17,523	10,601	14,777	9,835	1,980	-	1,980
451 LMD 2001-3 Zone DD	50,873	23,649	14,894	32,114	14,235	4,010	-	4,010
452 LMD 2001-3 Zone EE	24,752	9,563	15,881	15,425	6,486	2,315	-	2,315
453 LMD 2001-3 Zone FF	30,391	21,436	12,637	19,431	12,086	2,795	-	2,795
454 LMD 2001-3 Zone GG	15,382	6,056	3,452	9,510	3,345	1,230	-	1,230
455 LMD 2001-3 Zone HH	12,334	4,877	2,771	7,289	2,704	945	-	945
456 LMD 2001-3 Zone II	27,648	10,433	5,828	17,003	5,769	2,150	-	2,150

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Other Funds Summary

*Data includes transfers

Description	Audited	Audited	Audited	Amended	Un-Audited	Adopted	Amendment	Amended
	Actuals	Actuals	Actuals	Budget	Actuals	Budget	2025-26	Budget
	2021-22	2022-23	2023-24	2024-25	2024-25	2025-26	2025-26	2025-26
457 LMD 2001-3 Zone JJ	4,943	2,102	1,178	2,982	1,147	395	-	395
458 LMD 2001-3 Zone KK	2,842	1,655	1,664	2,036	1,272	2,051	-	2,051
459 LMD 2001-3 Zone LL	10,721	4,358	2,252	6,591	2,754	755	-	755
460 LMD 2001-3 Zone MM	8,137	5,042	3,146	4,941	2,873	635	-	635
461 LMD 2001-3 Zone NN	19,085	7,293	4,227	11,684	4,105	1,605	-	1,605
462 LMD 2001-3 Zone OO	18,826	7,230	4,175	12,397	4,016	1,410	-	1,410
463 LMD 2001-3 Zone PP	22,147	8,413	4,814	14,606	4,635	1,815	-	1,815
464 LMD 2001-3 Zone QQ	8,658	3,648	2,116	5,526	2,041	575	-	575
465 LMD 2001-3 Zone RR	57,429	21,582	13,226	37,050	12,702	4,060	-	4,060
466 LMD 2001-3 Zone SS	21,381	8,167	4,739	13,107	4,607	1,835	-	1,835
467 LMD 2001-3 Zone TT	9,128	3,602	2,056	5,888	1,986	875	-	875
468 LMD 2001-3 Zone UU	7,023	2,844	1,510	4,913	1,468	475	-	475
469 LMD 2001-3 Zone VV	5,921	2,434	2,513	4,722	2,457	535	-	535
470 LMD 2001-3 Zone WW	24,592	9,570	5,583	14,393	5,415	1,865	-	1,865
471 LMD 2001-3 Zone XX	3,489	2,242	2,843	3,597	2,881	2,852	-	2,852
472 LMD 2001-3 Zone YY	27,233	19,033	11,887	17,410	10,613	2,520	-	2,520
473 LMD 2001-3 Zone ZZ	11,014	4,300	2,726	6,864	2,448	865	-	865
474 LMD 2001-3 Zone AAA	47,941	17,999	10,753	29,510	10,288	3,670	-	3,670
475 LMD 2001-3 Zone BBB	30,674	11,626	6,775	18,817	6,527	2,170	-	2,170
476 LMD 2001-3 Zone CCC	65,738	28,879	17,254	41,253	16,335	5,095	-	5,095
477 LMD 2001-3 Zone DDD	56,233	21,166	12,722	34,327	12,412	4,230	-	4,230
478 LMD 2001-3 Zone EEE	6,186	2,900	3,459	6,110	3,332	745	-	745
479 LMD 2001-3 Zone FFF	54,497	20,119	11,827	32,883	15,892	4,130	-	4,130
480 LMD 2001-3 Zone GGG	19,694	7,672	4,708	12,126	4,497	1,260	-	1,260
481 LMD 2001-3 Zone HHH	828	2,137	3,910	4,021	4,062	2,906	-	2,906
482 LMD 2001-3 Zone III	26,815	13,216	14,862	15,181	15,102	15,365	-	15,365
483 LMD 2001-3 Zone JJJ	31,081	11,775	7,200	18,834	6,742	2,520	-	2,520
484 LMD 2001-3 Zone LLL	6,082	11,151	5,044	4,927	2,776	1,520	-	1,520
485 LMD 2001-3 Zone MMM	20,050	8,225	4,783	13,119	4,620	1,662	-	1,662
486 Illumination District No 2 Subarea 35	8,749	3,795	5,352	20,925	4,971	390	-	390
487 Illumination District No 2 Subarea 42	2,513	1,496	1,777	2,212	1,609	2,271	-	2,271
488 Illumination District No 2 Subarea 46	9,336	3,263	4,550	13,213	4,782	3,160	-	3,160
489 Illumination District No 2 Subarea 49	11,841	4,113	4,802	4,677	4,855	4,837	-	4,837
490 Illumination District No 2 Subarea 55	2,344	679	684	669	682	679	-	679
500 Debt Service	4,509,981	-	-	-	-	80,800,000	(30,800,000)	50,000,000
600 Capital Projects	2,143,140	11,417,107	14,208,282	11,082,690	11,108,466	1,346,789	24,059,130	25,405,919
601 General Information Technology Capital Replac	-	433,652	50,000	50,000	50,000	50,000	-	50,000
602 General Fleet Capital Replacement Fund	-	120,000	120,000	240,000	240,000	240,000	-	240,000
603 General Street Maintenance Capital Fund	-	500,000	500,000	500,000	500,000	500,000	-	500,000
604 General Facility Maintenance Capital Fund	-	250,000	250,000	250,000	250,000	250,000	-	250,000
700 Information Technology	-	-	-	-	-	-	-	-
Total Other Fund Revenues	23,268,585	22,951,703	36,881,841	30,942,351	33,295,245	122,144,575	25,735,757	147,880,332

Expenditures

120 General Plan Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
200 Gas Tax	1,994,824	1,280,427	2,684,385	4,472,853	1,804,655	2,393,087	-	2,393,087
205 SB1	1,721,552	(7,078)	3,938,265	1,812,711	306,587	1,750,000	-	1,750,000
206 Area Drainage Plan (ADP)	17,322	(13,822)	-	-	-	-	-	-
210 Measure A	1,891,015	1,572,979	4,542,330	8,074,355	2,561,775	3,543,126	-	3,543,126
211 TDA Fund	102,318	44,348	-	-	-	83,750	-	83,750
220 AQMD	123,899	1,844	519,472	-	-	210,000	-	210,000
230 Law Enforcement Grants	-	-	-	-	-	-	-	-

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Other Funds Summary

*Data includes transfers

		Audited	Audited	Audited	Amended	Un-Audited	Adopted	Amendment	Amended
		Actuals	Actuals	Actuals	Budget	Actuals	Budget	2025-26	Budget
Description		2021-22	2022-23	2023-24	2024-25	2024-25	2025-26	2025-26	2025-26
240	Grants: Miscellaneous Grants Fund	520,016	479,696	13,029,122	9,748,405	8,046,106	310,132	-	310,132
241	Grants: Coronavirus Relief Fund	-	-	-	-	-	-	-	-
242	Grants: American Rescue Plan Act Fund	7,360,219	-	-	-	-	-	-	-
243	Public, Educational, or Governmental Access Fi	-	-	-	-	-	-	-	-
250	Grants: Community Development Block Grant	-	-	-	15,000	15,000	-	-	-
260	Local Law Enforcement Services	165,428	-	-	-	-	-	-	-
270	TUMF Reimbursement Fund	344,067	157,993	1,671,198	3,170,812	873,493	9,572,000	-	9,572,000
290	Transportation DIF	6,587	(3,547)	5,170	377	377	391	-	391
291	Fire DIF	8,376	(7,086)	910	160	160	69	-	69
292	Public Facilities DIF	9,146	485,117	3,260	1,282	1,282	25,112,147	(4,347,325)	20,764,822
293	Road and Bridge Benefit District	229,679	(98,390)	-	196,635	196,635	-	-	-
294	Quimby Parkland Fees	-	-	-	-	-	-	-	-
295	DIF Police Facilities Fund	-	-	-	-	-	4,195,000	1,231,650	5,426,650
296	DIF Public Facilities: Library Fund	-	-	-	-	-	-	19,020,000	19,020,000
297	DIF Park Improvement Fund	-	-	-	-	-	-	-	-
298	DIF Community & Recreation Centers Fund	-	-	-	-	-	-	-	-
300	LLMD 89-1 Zone 10	508	159	527	-	-	-	-	-
301	LLMD 89-1 Zone 33	425	8	8,095	-	-	-	-	-
302	LLMD 89-1 Zone 41	84,713	(14,775)	20,269	62,602	14,413	59,923	-	59,923
303	LLMD 89-1 Zone 79	2,966	884	1,493	1,652	1,384	1,837	-	1,837
304	LLMD 89-1 Zone 85	1,174	(374)	147	402	102	552	-	552
305	LLMD 89-1 Zone 111	19,734	8,522	14,694	17,179	13,613	31,879	-	31,879
306	LLMD 89-1 Zone 115	12,838	11,544	14,138	11,454	12,643	14,009	-	14,009
307	LLMD 89-1 Zone 116	6,734	4,950	7,152	7,232	5,712	7,272	-	7,272
308	LLMD 89-1 Zone 147	4,315	5,179	5,949	5,592	4,488	4,984	-	4,984
309	LLMD 89-1 Zone 151	15,413	19,258	38,973	24,336	23,870	27,743	-	27,743
310	LLMD 89-1 Zone 156	10,803	13,403	16,161	14,744	12,473	15,075	-	15,075
311	Benefit Assessment District 2014-2	7,887	4,860	7,379	6,938	9,239	11,091	-	11,091
312	LLMD 2014-1	8,527	5,096	9,327	6,133	10,461	11,474	-	11,474
313	LLMD 2014-3	5,346	3,603	5,701	4,146	5,958	7,274	-	7,274
314	LLMD 2014-4	2,399	726	1,613	801	2,185	2,985	-	2,985
315	Community Facilities District 2019-1 Cloverdale	3,840	3,198	4,455	4,207	5,064	4,649	-	4,649
316	Community Facilities District 2025-01 Limonite	-	-	18,820	-	5,158	5,269	-	5,269
317	Community Facilities District 2024-2 Zone 1 Ea:	-	-	22,017	-	8,000	5,598	-	5,598
318	Community Facilities District 2024-02 Zone 2 Li	-	-	-	-	-	-	-	-
400	Community Facilities District 2017-1 Goodman	7,697	1,612	26,446	8,849	30,417	28,827	-	28,827
401	Community Facilities District 2017-2 Sendero	20,518	25,840	31,863	24,423	30,592	30,355	-	30,355
402	Community Facilities District 2020-1 Hamner P	83,623	123,806	143,595	127,424	139,704	147,634	-	147,634
403	LMD 98-2 ORIGINAL	1,698	5,417	4,509	3,754	3,412	3,718	-	3,718
404	LMD 98-2 ANNEX 01/Zone A	4,197	4,141	3,190	8,255	2,559	2,763	-	2,763
405	LMD 98-2 ANNEX 02/Zone B	28,806	40,253	46,871	45,889	44,451	53,285	-	53,285
406	LMD 98-2 ANNEX 03/Zone C	4,028	8,395	6,572	8,688	5,090	5,549	-	5,549
407	LMD 98-2 ANNEX 04/Zone D	8,607	10,981	8,858	11,409	6,794	7,468	-	7,468
408	LMD 98-2 ANNEX 06/Zone F	2,892	8,944	7,415	8,450	6,056	6,635	-	6,635
409	LMD 2001-1 Zone G	145	477	620	4,732	570	4,756	-	4,756
410	LMD 2001-1 Zone S	336	995	1,323	13,023	1,205	13,672	-	13,672
411	LMD 2001-1 Zone W	6,258	18,434	18,934	-	1,225	-	-	-
412	LMD 2001-2 Zone A	3,342	10,987	14,908	11,834	12,356	14,127	-	14,127
413	LMD 2001-2 Zone B	2,788	8,921	7,646	9,315	6,316	6,832	-	6,832
414	LMD 2001-2 Zone C	130	691	714	536	407	422	-	422
415	LMD 2001-2 Zone D	1,870	6,090	4,991	6,297	4,122	4,417	-	4,417
416	LMD 2001-2 Zone F	528	1,785	1,674	2,221	2,113	2,452	-	2,452

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Other Funds Summary

*Data includes transfers

Description	Audited	Audited	Audited	Amended	Un-Audited	Adopted	Amendment	Amended
	Actuals	Actuals	Actuals	Budget	Actuals	Budget	2025-26	Budget
	2021-22	2022-23	2023-24	2024-25	2024-25	2025-26	2025-26	2025-26
417 LMD 2001-2 Zone G	1,616	4,767	7,411	6,405	5,449	6,456	-	6,456
418 LMD 2001-2 Zone H	4,696	14,741	11,806	15,574	9,424	10,069	-	10,069
419 LMD 2001-2 Zone J	3,096	10,315	8,784	10,634	7,274	7,768	-	7,768
420 LMD 2001-2 Zone K	841	2,832	3,572	3,278	3,359	3,429	-	3,429
421 LMD 2001-2 Zone M	373	1,360	1,044	1,315	790	795	-	795
422 LMD 2001-3 Zone A	18,822	4,986	5,571	14,081	5,061	5,750	-	5,750
423 LMD 2001-3 Zone B	6,507	3,327	2,743	12,946	2,296	2,786	-	2,786
424 LMD 2001-3 Zone C	1,011	2,794	3,505	3,307	3,083	3,821	-	3,821
425 LMD 2001-3 Zone D	2,297	6,211	8,054	6,528	7,600	9,190	-	9,190
426 LMD 2001-3 Zone E	5,080	13,735	17,531	16,782	16,375	19,834	-	19,834
427 LMD 2001-3 Zone F	447	1,430	1,608	2,599	1,585	2,791	-	2,791
428 LMD 2001-3 Zone G	2,379	4,446	5,160	4,742	4,778	5,494	-	5,494
429 LMD 2001-3 Zone H	1,149	3,227	4,002	2,753	3,724	4,255	-	4,255
430 LMD 2001-3 Zone I	5,857	18,922	14,481	19,149	11,384	12,490	-	12,490
431 LMD 2001-3 Zone J	1,659	5,419	4,148	5,487	3,285	3,591	-	3,591
432 LMD 2001-3 Zone K	2,579	8,217	6,396	6,071	5,055	5,267	-	5,267
433 LMD 2001-3 Zone L	2,020	6,185	4,486	6,601	3,464	3,752	-	3,752
434 LMD 2001-3 Zone M	3,567	9,448	10,470	11,902	9,297	11,048	-	11,048
435 LMD 2001-3 Zone N	7,409	29,601	17,745	15,249	14,252	13,686	-	13,686
436 LMD 2001-3 Zone O	319	935	1,206	1,130	1,144	1,356	-	1,356
437 LMD 2001-3 Zone P	1,835	5,015	6,465	6,116	6,151	7,484	-	7,484
438 LMD 2001-3 Zone Q	900	2,753	3,339	2,752	3,043	3,555	-	3,555
439 LMD 2001-3 Zone R	221	815	726	812	548	572	-	572
440 LMD 2001-3 Zone S	359	1,063	1,347	1,266	1,280	1,524	-	1,524
441 LMD 2001-3 Zone T	2,633	7,191	9,158	8,660	8,704	10,651	-	10,651
442 LMD 2001-3 Zone U	1,964	12,620	7,046	7,376	7,417	7,839	-	7,839
443 LMD 2001-3 Zone V	3,075	9,454	11,293	9,934	10,457	12,556	-	12,556
444 LMD 2001-3 Zone W	1,058	3,136	3,824	7,695	3,552	4,207	-	4,207
445 LMD 2001-3 Zone X	274	831	1,060	989	992	1,175	-	1,175
446 LMD 2001-3 Zone Y	446	1,311	1,665	1,562	1,577	1,879	-	1,879
447 LMD 2001-3 Zone Z	491	1,424	1,810	1,701	1,708	2,054	-	2,054
448 LMD 2001-3 Zone AA	331	1,015	1,195	1,176	1,113	1,311	-	1,311
449 LMD 2001-3 Zone BB	262	801	1,020	957	969	1,187	-	1,187
450 LMD 2001-3 Zone CC	2,502	10,381	5,509	8,472	4,545	4,551	-	4,551
451 LMD 2001-3 Zone DD	2,821	8,547	8,339	11,167	6,863	8,260	-	8,260
452 LMD 2001-3 Zone EE	1,437	3,986	6,422	4,756	4,456	5,410	-	5,410
453 LMD 2001-3 Zone FF	3,107	10,264	7,022	10,219	6,087	6,517	-	6,517
454 LMD 2001-3 Zone GG	747	2,120	2,692	2,536	2,556	3,077	-	3,077
455 LMD 2001-3 Zone HH	601	1,718	2,268	2,056	2,073	2,492	-	2,492
456 LMD 2001-3 Zone II	1,279	3,571	4,538	4,283	4,309	5,248	-	5,248
457 LMD 2001-3 Zone JJ	235	734	931	870	874	1,036	-	1,036
458 LMD 2001-3 Zone KK	1,222	3,317	4,252	1,272	3,887	4,046	-	4,046
459 LMD 2001-3 Zone LL	513	6,370	1,833	2,391	2,331	2,072	-	2,072
460 LMD 2001-3 Zone MM	709	2,273	2,053	2,390	1,708	1,898	-	1,898
461 LMD 2001-3 Zone NN	904	2,567	3,261	3,069	3,090	3,736	-	3,736
462 LMD 2001-3 Zone OO	951	2,726	4,238	3,071	3,286	3,982	-	3,982
463 LMD 2001-3 Zone PP	1,174	3,807	4,426	3,565	4,106	4,830	-	4,830
464 LMD 2001-3 Zone QQ	461	1,317	1,712	1,579	1,594	1,884	-	1,884
465 LMD 2001-3 Zone RR	2,837	7,600	9,790	9,699	9,144	11,126	-	11,126
466 LMD 2001-3 Zone SS	1,027	2,920	3,724	3,482	3,505	4,228	-	4,228
467 LMD 2001-3 Zone TT	521	1,526	1,936	1,530	1,827	2,131	-	2,131
468 LMD 2001-3 Zone UU	305	909	1,163	1,090	1,103	1,329	-	1,329

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*Data includes transfers

Description	Audited	Audited	Audited	Amended	Un-Audited	Adopted	Amendment	Amended
	Actuals	Actuals	Actuals	Budget	Actuals	Budget	2025-26	Budget
	2021-22	2022-23	2023-24	2024-25	2024-25	2025-26	2025-26	2025-26
469 LMD 2001-3 Zone VV	366	1,082	1,387	2,110	1,302	1,499	-	1,499
470 LMD 2001-3 Zone WW	1,231	3,440	4,363	4,117	4,142	4,995	-	4,995
471 LMD 2001-3 Zone XX	342	1,452	1,700	2,665	1,559	1,647	-	1,647
472 LMD 2001-3 Zone YY	2,722	8,934	6,655	8,958	5,193	5,638	-	5,638
473 LMD 2001-3 Zone ZZ	536	1,516	1,952	1,842	1,858	2,235	-	2,235
474 LMD 2001-3 Zone AAA	2,252	6,256	7,846	7,798	7,430	9,051	-	9,051
475 LMD 2001-3 Zone BBB	1,610	4,427	5,667	4,971	5,341	6,392	-	6,392
476 LMD 2001-3 Zone CCC	4,129	11,916	13,011	12,881	11,865	13,932	-	13,932
477 LMD 2001-3 Zone DDD	2,857	7,810	9,831	9,368	9,087	10,992	-	10,992
478 LMD 2001-3 Zone EEE	73	470	3,153	2,980	1,056	1,511	-	1,511
479 LMD 2001-3 Zone FFF	2,621	7,194	9,013	8,683	8,511	10,369	-	10,369
480 LMD 2001-3 Zone GGG	1,204	3,308	4,661	3,514	3,822	4,543	-	4,543
481 LMD 2001-3 Zone HHH	2,030	2,459	2,580	1,933	2,189	2,271	-	2,271
482 LMD 2001-3 Zone III	3,679	30,926	19,495	18,961	13,274	12,420	-	12,420
483 LMD 2001-3 Zone JJJ	1,547	4,301	5,372	5,145	4,833	5,873	-	5,873
484 LMD 2001-3 Zone LLL	7,900	2,128	2,152	2,381	1,904	2,056	-	2,056
485 LMD 2001-3 Zone MMM	1,078	2,959	3,834	3,594	3,618	4,337	-	4,337
486 Illumination District No 2 Subarea 35	1,250	3,618	4,728	4,616	4,411	4,779	-	4,779
487 Illumination District No 2 Subarea 42	407	1,341	1,577	1,506	1,438	1,508	-	1,508
488 Illumination District No 2 Subarea 46	1,212	8,226	4,291	4,656	4,368	4,148	-	4,148
489 Illumination District No 2 Subarea 49	1,498	5,027	5,522	5,182	5,246	5,673	-	5,673
490 Illumination District No 2 Subarea 55	268	821	1,073	1,308	989	1,074	-	1,074
500 Debt Service	4,510,719	-	-	-	-	60,798,555	(10,798,555)	50,000,000
600 Capital Projects	1,021,164	3,273,187	8,801,649	23,910,990	4,967,736	4,978,000	24,059,130	29,037,130
601 General Information Technology Capital Replac	-	-	-	-	-	-	-	-
602 General Fleet Capital Replacement Fund	-	-	-	-	-	-	-	-
603 General Street Maintenance Capital Fund	-	-	-	-	-	-	-	-
604 General Facility Maintenance Capital Fund	-	-	-	-	-	-	-	-
700 Information Technology	-	-	-	-	-	-	-	-
Total Other Fund Expenditures	20,541,150	7,906,268	36,108,448	52,280,292	19,542,923	113,875,201	29,164,900	143,040,101

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Available Resources Summary

Fund Name & Type	Audited Fund Balance 2022-23	Audited Fund Balance 2023-24	Amended Revenue Budget 2024-25	Amended Expenditure Budget 2024-25	Estimated Available Fund Balance 6/30/2025	Amended Revenue Budget 2025-26	Amended Expenditure Budget 2025-26	Projected Available Fund Balance 6/30/2026
GENERAL FUNDS								
100 General Fund	\$ 127,394,125	\$ 166,483,478	\$ 76,603,016	\$ 51,313,513	\$ 191,772,981	\$ 77,283,971	\$ 131,532,321	\$ 137,524,631
TOTAL General Funds	127,394,125	166,483,478	76,603,016	51,313,513	191,772,981	77,283,971	131,532,321	137,524,631
OTHER PURPOSE GENERAL FUNDS								
110 Restricted Structural Fire Fund	\$ 16,875,651	\$ 19,543,967	\$ 9,590,000	\$ 9,711,018	\$ 19,422,949	\$ 10,763,000	\$ 9,830,975	\$ 20,354,974
120 General Plan Fund	-	56,795	25,000	-	81,795	124,000	-	205,795
TOTAL Other Purpose General Funds	16,875,651	19,600,762	9,615,000	9,711,018	19,504,744	10,887,000	9,830,975	20,560,769
SPECIAL REVENUE FUNDS								
200 Gas Tax Fund	\$ 3,783,628	\$ 3,177,175	1,997,500	\$ 4,472,853	\$ 701,822	\$ 2,146,500	\$ 2,393,087	\$ 455,235
205 Road Maintenance and Rehabilitation Fund	2,437,501	340,531	1,798,800	1,812,711	326,620	1,926,300	1,750,000	502,920
206 Area Drainage Plan (ADP)	921,734	951,814	8,800	-	960,614	33,000	-	993,614
210 Measure A Fund	6,637,058	5,528,110	3,238,500	8,074,355	692,255	3,590,000	3,543,126	739,129
211 TDA Fund	-	-	-	-	-	-	83,750	(83,750)
220 AQMD	617,349	243,932	117,100	-	361,032	104,000	210,000	255,032
230 Law Enforcement Grants	-	-	-	-	-	-	-	-
240 Grants: Miscellaneous Grants Fund	26,204	(2,182,651)	6,498,782	9,748,405	(5,432,274)	986,914	310,132	(4,755,492)
241 Grants: Coronavirus Relief Fund	-	-	-	-	-	-	-	-
242 Grants: American Rescue Plan Act Fund	-	-	-	-	-	-	-	-
243 Public, Educational, or Governmental Access Fund	4,147	5,032	-	-	5,032	-	-	5,032
250 Grants: Community Development Block Grant	(7)	(7)	15,000	15,000	(7)	-	-	(7)
260 Local Law Enforcement Services	-	-	-	-	-	-	-	-
270 TUMF Reimbursement Find	(769,342)	(1,989,218)	2,700,000	3,170,812	(2,460,030)	-	9,572,000	(12,032,030)
290 DIF Transportation Facilities Fund	947,941	1,516,894	258,500	377	1,775,017	306,000	391	2,080,626
291 DIF Fire Department Facilities Fund	616,755	760,262	45,500	160	805,602	69,000	69	874,533
292 DIF Public Facilities: City Hall Fund	175,194	398,476	163,000	1,282	560,194	20,382,380	20,764,822	177,752
293 Road and Bridge Benefit District	6,986,893	7,854,113	125,000	196,635	7,782,478	337,000	-	8,119,478
294 Quimby Parkland Fees	-	12,387	-	-	12,387	-	-	12,387
295 DIF Police Facilities Fund	-	-	-	-	-	21,821,200	5,426,650	16,394,550
296 DIF Public Facilities: Library Fund	-	-	-	-	-	19,020,000	19,020,000	-
297 DIF Park Improvement Fund	-	-	-	-	-	-	-	-
298 DIF Community & Recreation Centers Fund	-	-	-	-	-	-	-	-
300 LLMD 89-1 Zone 10 - dissolved 06/26/2024	515	-	-	-	-	-	-	-
301 LLMD 89-1 Zone 33 - dissolved 06/24/2024	7,910	-	150	-	150	-	-	150
302 LLMD 89-1 Zone 41	1,879,870	1,959,414	80,602	62,602	1,977,414	86,590	59,923	2,004,081
303 LLMD 89-1 Zone 79	16,990	17,279	1,813	1,652	17,440	1,009	1,837	16,612
304 LLMD 89-1 Zone 85	31,958	32,987	702	402	33,287	1,105	552	33,840
305 LLMD 89-1 Zone 111	183,032	184,164	26,198	17,179	193,183	8,258	31,879	169,562

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Available Resources Summary

Fund Name & Type	Audited Fund Balance 2022-23	Audited Fund Balance 2023-24	Amended Revenue Budget 2024-25	Amended Expenditure Budget 2024-25	Estimated Available Fund Balance 6/30/2025	Amended Revenue Budget 2025-26	Amended Expenditure Budget 2025-26	Projected Available Fund Balance 6/30/2026
306 LLMD 89-1 Zone 115	(35,657)	(45,526)	4,464	11,454	(52,516)	4,579	14,009	(61,946)
307 LLMD 89-1 Zone 116	63,988	64,070	8,035	7,232	64,873	3,308	7,272	60,909
308 LLMD 89-1 Zone 147	(9,674)	(13,839)	1,865	5,592	(17,566)	1,912	4,984	(20,638)
309 LLMD 89-1 Zone 151	(60,500)	(89,771)	11,129	24,336	(102,978)	11,352	27,743	(119,369)
310 LLMD 89-1 Zone 156	(28,784)	(37,662)	8,353	14,744	(44,053)	8,520	15,075	(50,608)
311 Benefit Assessment District 2014-2	19,802	22,605	7,703	6,938	23,370	11,891	11,091	24,170
312 LLMD 2014-1	31,667	39,427	6,922	6,133	40,216	12,873	11,474	41,615
313 LLMD 2014-3	11,402	14,932	4,673	4,146	15,459	2,842	7,274	11,027
314 LLMD 2014-4 (dissolve 2026-27, move balances to 317)	15,525	18,047	1,016	801	18,262	2,575	2,985	17,852
315 Community Facilities District 2019-1 Cloverdale	7,179	12,342	11,914	4,207	20,049	5,148	4,649	20,548
316 Community Facilities District 2025-1 Limonite/Archibald	-	(18,820)	-	-	(18,820)	-	5,269	(24,089)
317 Community Facilities District 2024-01 Zone 1 Eastvale Square	-	(22,017)	-	-	(22,017)	5,598	5,598	(22,017)
318 Community Facilities District 2024-02 Zone 2 Limonite/Hellman - dis:	-	-	-	-	-	-	-	-
400 Community Facilities District 2017-1 Goodman Commerce	295,932	314,771	93,435	8,849	399,357	39,827	28,827	410,357
401 Community Facilities District 2017-2 Sendero	76,569	80,096	50,611	24,423	106,284	33,353	30,355	109,282
402 Community Facilities District 2020-1 Hamner Place	24,598	(19,829)	117,703	127,424	(29,550)	121,942	147,634	(55,242)
403 LMD 98-2 ORIGINAL	20,544	21,519	6,683	3,754	24,448	1,300	3,718	22,030
404 LMD 98-2 ANNEX 01/Zone A	1,817	3,375	4,729	8,255	(151)	2,427	2,763	(487)
405 LMD 98-2 ANNEX 02/Zone B	64,667	82,076	125,476	45,889	161,663	18,260	53,285	126,638
406 LMD 98-2 ANNEX 03/Zone C	8,521	12,320	10,183	8,688	13,815	1,305	5,549	9,571
407 LMD 98-2 ANNEX 04/Zone D	8,932	15,747	15,366	11,409	19,704	1,590	7,468	13,826
408 LMD 98-2 ANNEX 06/Zone F	40,039	43,991	16,077	8,450	51,618	2,460	6,635	47,443
409 LMD 2001-1 Zone G	2,332	2,966	1,244	4,732	(522)	1,324	4,756	(3,954)
410 LMD 2001-1 Zone S	2,414	2,734	1,649	13,023	(8,640)	1,736	13,672	(20,576)
411 LMD 2001-1 Zone W - dissolved 06/26/2024	10,585	(617)	130	-	(487)	-	-	(487)
412 LMD 2001-2 Zone A	53,181	53,340	30,779	11,834	72,285	3,865	14,127	62,023
413 LMD 2001-2 Zone B	32,007	36,324	18,576	9,315	45,585	2,235	6,832	40,988
414 LMD 2001-2 Zone C	1,695	1,656	1,224	536	2,344	65	422	1,987
415 LMD 2001-2 Zone D	21,229	24,236	10,479	6,297	28,418	1,555	4,417	25,556
416 LMD 2001-2 Zone F	3,881	13,416	44,920	2,221	56,115	625	2,452	54,288
417 LMD 2001-2 Zone G	30,389	32,416	16,628	6,405	42,639	1,900	6,456	38,083
418 LMD 2001-2 Zone H	49,308	57,492	24,204	15,574	66,122	3,855	10,069	59,908
419 LMD 2001-2 Zone J	32,474	37,060	17,295	10,634	43,721	2,620	7,768	38,573
420 LMD 2001-2 Zone K	1	(1,692)	1,943	3,278	(3,027)	1,965	3,429	(4,491)
421 LMD 2001-2 Zone M	3,352	3,986	1,665	1,315	4,336	210	795	3,751
422 LMD 2001-3 Zone A	(7,167)	658	13,679	14,081	256	14,111	5,750	8,617
423 LMD 2001-3 Zone B	3,447	8,877	8,241	12,946	4,172	1,737	2,786	3,123
424 LMD 2001-3 Zone C	27,092	28,225	13,543	3,307	38,461	1,785	3,821	36,425
425 LMD 2001-3 Zone D	54,664	55,953	28,634	6,528	78,059	3,500	9,190	72,369
426 LMD 2001-3 Zone E	119,981	125,155	62,312	16,782	170,685	7,350	19,834	158,201

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Available Resources Summary

Fund Name & Type	Audited Fund Balance 2022-23	Audited Fund Balance 2023-24	Amended Revenue Budget 2024-25	Amended Expenditure Budget 2024-25	Estimated Available Fund Balance 6/30/2025	Amended Revenue Budget 2025-26	Amended Expenditure Budget 2025-26	Projected Available Fund Balance 6/30/2026
427 LMD 2001-3 Zone F	51,278	54,494	22,328	2,599	74,223	3,120	2,791	74,552
428 LMD 2001-3 Zone G	4,574	6,332	11,545	4,742	13,135	3,916	5,494	11,557
429 LMD 2001-3 Zone H	17,407	17,146	14,177	2,753	28,570	1,355	4,255	25,670
430 LMD 2001-3 Zone I	77,850	88,722	38,671	19,149	108,244	5,700	12,490	101,454
431 LMD 2001-3 Zone J	22,502	25,528	11,188	5,487	31,229	1,530	3,591	29,168
432 LMD 2001-3 Zone K	21,876	23,770	12,710	6,071	30,409	1,745	5,267	26,887
433 LMD 2001-3 Zone L	25,028	29,179	12,728	6,601	35,306	1,785	3,752	33,339
434 LMD 2001-3 Zone M	68,510	73,757	31,542	11,902	93,397	4,590	11,048	86,939
435 LMD 2001-3 Zone N	46,824	49,396	25,427	15,249	59,574	3,485	13,686	49,373
436 LMD 2001-3 Zone O	8,069	8,383	4,318	1,130	11,571	480	1,356	10,695
437 LMD 2001-3 Zone P	46,173	48,033	23,275	6,116	65,192	3,255	7,484	60,963
438 LMD 2001-3 Zone Q	17,749	18,028	10,967	2,752	26,243	1,195	3,555	23,883
439 LMD 2001-3 Zone R	2,512	2,853	1,257	812	3,298	155	572	2,881
440 LMD 2001-3 Zone S	9,072	9,442	4,568	1,266	12,744	595	1,524	11,815
441 LMD 2001-3 Zone T	68,318	71,182	35,180	8,660	97,702	5,075	10,651	92,126
442 LMD 2001-3 Zone U	37,299	38,739	23,230	7,376	54,593	2,673	7,839	49,427
443 LMD 2001-3 Zone V	74,167	76,506	39,312	9,934	105,884	4,985	12,556	98,313
444 LMD 2001-3 Zone W	23,122	28,283	12,483	7,695	33,071	1,870	4,207	30,734
445 LMD 2001-3 Zone X	6,779	7,039	3,385	989	9,435	430	1,175	8,690
446 LMD 2001-3 Zone Y	11,143	11,577	5,933	1,562	15,948	765	1,879	14,834
447 LMD 2001-3 Zone Z	12,364	12,850	6,542	1,701	17,691	805	2,054	16,442
448 LMD 2001-3 Zone AA	7,965	8,385	3,905	1,176	11,114	500	1,311	10,303
449 LMD 2001-3 Zone BB	7,406	7,729	3,501	957	10,273	490	1,187	9,576
450 LMD 2001-3 Zone CC	28,214	33,307	14,777	8,472	39,612	1,980	4,551	37,041
451 LMD 2001-3 Zone DD	63,155	69,710	32,114	11,167	90,657	4,010	8,260	86,407
452 LMD 2001-3 Zone EE	28,893	38,351	15,425	4,756	49,020	2,315	5,410	45,925
453 LMD 2001-3 Zone FF	38,456	44,071	19,431	10,219	53,283	2,795	6,517	49,561
454 LMD 2001-3 Zone GG	18,572	19,332	9,510	2,536	26,306	1,230	3,077	24,459
455 LMD 2001-3 Zone HH	14,892	15,395	7,289	2,056	20,628	945	2,492	19,081
456 LMD 2001-3 Zone II	33,230	34,520	17,003	4,283	47,240	2,150	5,248	44,142
457 LMD 2001-3 Zone JJ	6,076	6,323	2,982	870	8,435	395	1,036	7,794
458 LMD 2001-3 Zone KK	(42)	(2,630)	2,036	1,272	(1,866)	2,051	4,046	(3,861)
459 LMD 2001-3 Zone LL	8,196	8,615	6,591	2,391	12,815	755	2,072	11,498
460 LMD 2001-3 Zone MM	10,197	11,290	4,941	2,390	13,841	635	1,898	12,578
461 LMD 2001-3 Zone NN	22,906	23,871	11,684	3,069	32,486	1,605	3,736	30,355
462 LMD 2001-3 Zone OO	22,379	22,316	12,397	3,071	31,642	1,410	3,982	29,070
463 LMD 2001-3 Zone PP	25,579	25,967	14,606	3,565	37,008	1,815	4,830	33,993
464 LMD 2001-3 Zone QQ	10,527	10,931	5,526	1,579	14,878	575	1,884	13,569
465 LMD 2001-3 Zone RR	68,574	72,009	37,050	9,699	99,360	4,060	11,126	92,294
466 LMD 2001-3 Zone SS	25,601	26,617	13,107	3,482	36,242	1,835	4,228	33,849

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Available Resources Summary

Fund Name & Type	Audited Fund Balance 2022-23	Audited Fund Balance 2023-24	Amended Revenue Budget 2024-25	Amended Expenditure Budget 2024-25	Estimated Available Fund Balance 6/30/2025	Amended Revenue Budget 2025-26	Amended Expenditure Budget 2025-26	Projected Available Fund Balance 6/30/2026
467 LMD 2001-3 Zone TT	10,682	10,803	5,888	1,530	15,161	875	2,131	13,905
468 LMD 2001-3 Zone UU	8,652	8,998	4,913	1,090	12,821	475	1,329	11,967
469 LMD 2001-3 Zone VV	6,907	8,032	4,722	2,110	10,644	535	1,499	9,680
470 LMD 2001-3 Zone WW	29,491	30,711	14,393	4,117	40,987	1,865	4,995	37,857
471 LMD 2001-3 Zone XX	3,937	5,080	3,597	2,665	6,012	2,852	1,647	7,217
472 LMD 2001-3 Zone YY	34,611	39,843	17,410	8,958	48,295	2,520	5,638	45,177
473 LMD 2001-3 Zone ZZ	13,262	14,037	6,864	1,842	19,059	865	2,235	17,689
474 LMD 2001-3 Zone AAA	57,433	60,340	29,510	7,798	82,052	3,670	9,051	76,671
475 LMD 2001-3 Zone BBB	36,264	37,371	18,817	4,971	51,217	2,170	6,392	46,995
476 LMD 2001-3 Zone CCC	78,573	82,816	41,253	12,881	111,188	5,095	13,932	102,351
477 LMD 2001-3 Zone DDD	66,732	69,622	34,327	9,368	94,581	4,230	10,992	87,819
478 LMD 2001-3 Zone EEE	8,542	8,849	6,110	2,980	11,979	745	1,511	11,213
479 LMD 2001-3 Zone FFF	64,801	67,616	32,883	8,683	91,816	4,130	10,369	85,577
480 LMD 2001-3 Zone GGG	22,854	22,901	12,126	3,514	31,513	1,260	4,543	28,230
481 LMD 2001-3 Zone HHH	(1,524)	(194)	4,021	1,933	1,894	2,906	2,271	2,529
482 LMD 2001-3 Zone III	5,426	793	15,181	18,961	(2,987)	15,365	12,420	(42)
483 LMD 2001-3 Zone JJJ	37,008	38,837	18,834	5,145	52,526	2,520	5,873	49,173
484 LMD 2001-3 Zone LLL	7,205	10,098	4,927	2,381	12,644	1,520	2,056	12,108
485 LMD 2001-3 Zone MMM	24,238	25,186	13,119	3,594	34,711	1,662	4,337	32,036
486 Illumination District No 2 Subarea 35	7,677	8,300	20,925	4,616	24,609	390	4,779	20,220
487 Illumination District No 2 Subarea 42	2,262	2,462	2,212	1,506	3,168	2,271	1,508	3,931
488 Illumination District No 2 Subarea 46	3,161	3,420	13,213	4,656	11,977	3,160	4,148	10,989
489 Illumination District No 2 Subarea 49	9,429	8,709	4,677	5,182	8,204	4,837	5,673	7,368
490 Illumination District No 2 Subarea 55	1,934	1,545	669	1,308	906	679	1,074	511
491 JCSD Special District Temporary Fund	(759)	-	-	-	-	-	-	-
TOTAL Special Revenue Funds	27,134,953	21,534,252	18,794,661	28,369,302	11,959,611	71,310,413	64,002,971	19,267,053
DEBT SERVICE FUND								
500 General Debt Service Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000,000	\$ 50,000,000	\$ -
TOTAL Debt Service Fund	-	-	-	-	-	50,000,000	50,000,000	-
CAPITAL PROJECTS FUNDS								
600 General Capital Projects Fund	\$ 11,052,878	\$ 16,459,511	\$ 11,082,690	\$ 23,910,990	\$ 3,631,211	\$ 25,405,919	\$ 29,037,130	\$ 0
601 General Information Technology Capital Replacement Fund	553,652	483,652	50,000	-	533,652	50,000	-	583,652
602 General Fleet Capital Replacement Fund	120,000	240,000	240,000	-	480,000	240,000	-	720,000
603 General Street Maintenance Capital Fund	500,000	1,000,000	500,000	-	1,500,000	500,000	-	2,000,000
604 General Facility Maintenance Capital Fund	250,000	500,000	250,000	-	750,000	250,000	-	1,000,000
605 General Catch Basin & Storm Drain Maintenance Capital Fund	-	100,000	100,000	-	200,000	100,000	-	300,000
TOTAL Capital Projects Fund	12,476,530	18,783,163	12,222,690	23,910,990	7,094,863	26,545,919	29,037,130	4,603,652

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Available Resources Summary

Fund Name & Type	Audited Fund Balance 2022-23	Audited Fund Balance 2023-24	Amended Revenue Budget 2024-25	Amended Expenditure Budget 2024-25	Estimated Available Fund Balance 6/30/2025	Amended Revenue Budget 2025-26	Amended Expenditure Budget 2025-26	Projected Available Fund Balance 6/30/2026
INTERNAL SERVICE FUNDS								
700 Information Technology Internal Service Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL Internal Service Funds	-	-	-	-	-	-	-	-
TOTAL	\$ 183,881,258	\$ 226,401,655	\$ 117,235,367	\$ 113,304,823	\$ 230,332,199	\$ 236,027,303	\$ 284,403,397	\$ 181,956,105

GENERAL FUND - FUND BALANCE RESERVES AND COMMITMENTS

Total General Fund Estimated Fund Balance at 06/30/2026 \$ 137,524,631

Nonspendable (Per 06/30/2024 ACFR):

Prepaid Items	-
<u>Other Current Liabilities (Fund 800)</u>	4,459,495
<i>Total Nonspendable Fund Balance</i>	<u>4,459,495</u>

Restricted:

<u>Restricted Fund Balance</u>	-
<i>Total Restricted Fund Balance</i>	<u>-</u>

Assigned:

General Fund Operating Reserve (50% of Adopted Operating Appropriations)	21,620,591
Cash Flow: Reimbursable CIP Grants	16,854,090
Cash Flow: Special Revenue Fund Negative Fund Balance	387,319
Loan Program: Business Incentive Loan	130,000
Land Purchases (FY2024-25 & 2025-26)	12,000,000
<u>Financial System Implementation (FY2025-26)</u>	1,000,000
<i>Total Assigned Reserves</i>	<u>51,992,000</u>

Committed:

Facility Construction: City Hall	19,571,690
Facility Construction: Library	17,574,470
Facility Construction: Site Improvement	9,906,400
Facility Construction: Parking Structure	16,145,476
Equipment Purchase, Fire Truck	2,500,000
Pension Obligation	2,500,000
Public Safety Rate Increase Stabilization	3,000,000
<u>Debt Service Reserve: Future Civic Center</u>	7,000,000
<i>Total Committed Reserves</i>	<u>78,198,036</u>

Committed Appropriations Limit Qualified Capital Outlay Reserve:

<u>General Fund: Facility Construction: Police Station - Appropriations Limit</u>	375,100
<i>Total Appropriations Limit Committed Reserves</i>	<u>375,100</u>

Total General Funds Estimated Unassigned Fund Balance at 06/30/2026 \$ 2,500,000



Available Resources Summary

Fund Name & Type	Audited Fund Balance 2022-23	Audited Fund Balance 2023-24	Amended Revenue Budget 2024-25	Amended Expenditure Budget 2024-25	Estimated Available Fund Balance 6/30/2025	Amended Revenue Budget 2025-26	Amended Expenditure Budget 2025-26	Projected Available Fund Balance 6/30/2026
RESTRICTED STRUCTURAL FIRE FUND - FUND BALANCE RESERVES AND COMMITMENTS								
Total Fire Funds Estimated Fund Balance at 06/30/2025								\$ 20,354,974
<i>Assigned:</i>								
Fire Fund Operating Reserve (75% of Adopted Operating Appropriations)							7,373,231	
<i>Total Assigned Reserves</i>								<u>7,373,231</u>
<i>Committed:</i>								
Facility Construction: Third Fire Station							12,300,000	
Equipment Purchase: Apparatus Replacement Reserve							400,000	
<i>Total Committed Reserves</i>								<u>12,700,000</u>
Total Fire Funds Estimated Unassigned Fund Balance at 06/30/2026								\$ 281,743
<i>Restricted by the County of Riverside (Per 06/30/2024 ACFR):</i>								
Restricted Fund Balance							19,543,967	
<i>Total Restricted Fund Balance</i>								<u>19,543,967</u>

**For the purpose of this schedule, budgetary fund balance is estimated. Estimated fund balance in the far right column is defined as revenues minus expenditures. For the city's two major funds, fund balance is further broken down by the five categories of fund balance, nonspendable, restricted, assigned, committed, and unassigned located in the bottom portion of the schedule. Adequate fund balance is available in the General Fund to cover any negative fund balances in the city's reimbursable grant funds and special financing district funds.



Appropriations Limit Summary

	Original Limit Calculation 2018-19	Original Limit Calculation 2019-20	Pre Voter Approved Override 2020-21	Voter Approved Override 2020-21	Post Voter Approved Override 2021-22	Post Voter Approved Override 2022-23	Post Voter Approved Override 2023-24	Post Voter Approved Override 2024-25	Original Limit Calculation 2025-26
ADOPTED APPROPRIATIONS LIMIT									
Adopted Appropriations Limit	\$ 23,077,364	\$ 24,418,797	\$ 25,794,921	\$ 33,000,000	\$ 35,473,578	\$ 39,253,023	\$ 40,991,901	\$ 42,562,311	\$ 35,320,505
Subject Revenue Appropriations									
General Fund	15,809,535	17,472,985	17,952,129	41,516,698	54,973,760	53,493,923	58,427,813	63,751,159	63,778,780
Fire Fund	5,346,150	6,285,042	6,406,287	6,406,287	7,298,931	7,785,000	8,400,000	9,070,000	9,694,000
Total Subject Revenue Appropriations	21,155,685	23,758,027	24,358,416	47,922,985	62,272,691	61,278,923	66,827,813	72,821,159	73,472,780
Over(Under) Limit	(1,921,679)	(660,770)	(1,436,505)	14,922,985	26,799,113	22,025,900	25,835,912	30,258,848	38,152,275
AB137 Provision Calculation							25,152,570	5,993,346	561,323
Adjusted Appropriations Limit							66,144,471	48,555,657	35,881,828
Annual Available for Capital Outlay				14,922,985	26,799,113	22,025,900	683,342	24,265,502	37,590,952
Cumulative Available for Capital Outlay					41,722,098	22,025,900	683,342	24,265,502	37,590,952
Cumulative Available for Capital Outlay Expenditures and Reserves					41,722,098	22,025,900	683,342	24,265,502	37,590,952

	FY2021-22 Commitments and Expenditures	FY2022-23 Commitments and Expenditures	FY2023-24 Commitments and Expenditures	FY2024-25 Commitments and Expenditures	FY2025-26 Commitments and Expenditures
FY2021-22 Adopted Capital Outlay Reserve Commitments					
General Fund: Facility Construction City Hall - Appropriations Limit	18,399,529				
General Fund: Facility Construction Library - Appropriations Limit	10,595,000				
General Fund: Limonite Gap Bridge - Appropriations Limit	2,500,000				
General Fund: Equipment, Fire Truck Purchase - Appropriations Limit	1,500,000				
General Fund: Facility, Fire Station 27 Storage Facility - Appropriations Limit	2,000,000				
Subtotal Capital Outlay Reserve Commitments	34,994,529	-	-	-	-

FY2021-22 Adopted Capital Outlay Expenditures					
Streetlight Debt Pay-Off - Appropriations Limit	4,168,519				
Goodman Commerce Infrastructure Developer Agreement Pay-Off - Appropriations Limit	2,559,050				
Subtotal Capital Outlay Expenditure Budget	6,727,569	-	-	-	-

FY2022-23 Proposed Reserve Commitments					
General Fund: Facility Construction City Hall - Appropriations Limit		5,545,900			
General Fund: Facility Construction Library - Appropriations Limit		7,000,000			
Subtotal Capital Outlay Reserve Commitments	-	12,545,900	-	-	-

FY2022-23 Proposed Capital Outlay Expenditures					
93026: Appropriation from Reserve: Limonite Gap Bridge		2,500,000			
93026: Limonite Gap Bridge		4,525,000			
95001: Hamner Place		700,000			
94012: Prado Dam Inundation Utility Mitigation		155,000			
95011: Facility Construction City Hall		3,100,000			
95018: Modular Offices		800,000			
93035: I-15 Corridor Landscaping		200,000			
Subtotal Capital Outlay Expenditure Budget	-	11,980,000	-	-	-

FY2023-24 Proposed Reserve Commitments					
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CITY OF EASTVALE
 Fiscal Year 2025-26
 Annual Operating & Capital Improvement Budget

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Appropriations Limit Summary

	Original Limit Calculation 2018-19	Original Limit Calculation 2019-20	Pre Voter Approved Override 2020-21	Voter Approved Override 2020-21	Post Voter Approved Override 2021-22	Post Voter Approved Override 2022-23	Post Voter Approved Override 2023-24	Post Voter Approved Override 2024-25	Original Limit Calculation 2025-26
General Fund: Facility Construction City Hall - Appropriations Limit							(3,525,400)		
General Fund: Limonite Gap Bridge - Appropriations Limit Commitment						(2,500,000)			
General Fund: Equipment, Fire Truck Purchase - Appropriations Limit Release							(1,500,000)		
General Fund: Facility, Fire Station 27 Storage Facility - Appropriations Limit Release							(2,000,000)		
Subtotal Capital Outlay Reserve Commitments					-	(2,500,000)	(7,025,400)	-	-
FY2023-24 Proposed Capital Outlay Expenditures									
95011: Facility Construction City Hall							7,025,400		
93026: Limonite Gap Bridge MSHCP Fees							473,750		
95018: Modular Offices							209,592		
Subtotal Capital Outlay Expenditure Budget					-	-	7,708,742	-	-
FY2024-25 Proposed Reserve Commitments									
General Fund: Facility Construction Polic Station - Appropriations Limit Commitment								12,895,000	
General Fund: Equipment Purchase: Fire Truck - Appropriations Limit Commitment								965,502	
Subtotal Capital Outlay Reserve Commitments					-	-	-	13,860,502	-
FY2024-25 Proposed Capital Outlay Expenditures									
95011: Facility Construction City Hall								4,500,000	
93026: Limonite Gap Pedestrian Bridge Design								500,000	
95018: Public Works Yard Construction								2,700,000	
93023: Civic Center Site Improvement								2,705,000	
Subtotal Capital Outlay Expenditure Budget					-	-	-	10,405,000	-
FY2025-26 Proposed Reserve Commitments									
General Fund: Facility Construction City Hall - Appropriations Limit Release									(20,420,029)
General Fund: Facility Construction Library - Appropriations Limit Release									(17,595,000)
General Fund: Facility Construction Police Station - Appropriations Limit Release									(12,895,000)
General Fund: Equipment Purchase: Fire Truck - Appropriations Limit Release									(965,502)
General Fund: Facility Construction Police Station - Appropriations Limit Commitment									375,100
Subtotal Capital Outlay Reserve Commitments					-	-	-	-	(51,500,431)
FY2025-26 Proposed Capital Outlay Expenditures									
95011: Appropriation from Appropriations Limit Reserve Facility Construction City Hall									20,420,029
95012: Appropriation from Appropriations Limit Reserve Facility Construction Library									17,595,000
95014: Appropriation from Appropriations Limit Reserve Facility Construction Police Station									15,665,858
95011: Facility Construction City Hall									5,426,366
95012: Facility Construction Library									6,840,530
95023: Facility Construction Civic Center Site Improvement									18,643,600
95024: Facility Construction Parking Structure									4,500,000
Subtotal Capital Outlay Expenditure Budget					-	-	-	-	89,091,383
Subtotal Capital Outlay Expenditure Budget					6,727,569	11,980,000	7,708,742	10,405,000	89,091,383
Subtotal Capital Outlay Reserve Commitments					34,994,529	10,045,900	(7,025,400)	13,860,502	(51,500,431)
Grand Total					41,722,098	22,025,900	683,342	24,265,502	37,590,952
Remaining Appropriations Limit Surplus					0	0	0	0	0



Summary of Transfers

Fund Name & Type	Audited Actuals 2022-23	Amended Budget 2023-24	Amended Budget 2024-25	Proposed Budget 2025-26
TRANSFERS IN				
100 General Fund				
Cost Allocation Plan	293,075	531,786	510,406	507,811
292 DIF Public Facilities				
General Fund Loan for City Hall				20,204,380
295 DIF Police Facilities				
General Fund Loan for Police Station Construction				21,821,200
296 DIF Public Facilities				
General Fund Loan for Library				19,020,000
311 Benefit Assessment District 2014-2				
General Benefit Contribution	7,580	3,835	3,287	6,054
312 LLMD 2014-1				
General Benefit Contribution	14,850	10,065	3,756	7,808
313 LLMD 2014-3				
General Benefit Contribution	4,470	3,815	1,766	1,763
314 LLMD 2014-4				
General Benefit Contribution	4,470	1,925	-	1,625
500 General Debt Service Fund				
Payment of Debt Service Obligation	-	-	-	-
600 General Capital Projects Fund				
General Fund Contribution for General Plan	-	455,000	-	332,000
General Fund Contribution for Fund Balance	-	21,822	677,690	(3,631,211)
General Fund Contribution for Prado Dam Utility Mitigation	-	-	-	-
General Fund Contribution for Bellegrave Trail Improvement	-	-	-	-
General Fund Contribution for SCE Easement Trail 68th	-	-	-	-
General Fund Contribution for Hellman Avenue	-	45,000	-	-
General Fund Contribution for Vehicle & Equipment Purchases	105,000	337,000	-	146,000
General Fund Contribution for City Civic Center	3,100,000	7,025,400	4,500,000	-
General Fund Contribution for Modular Offices	800,000	1,000,000	-	-
General Fund Contribution for Limonite Gap Bridge	3,653,650	-	500,000	-
General Fund Contribution for Improvement of Bike Network Connectivity	-	810,000	-	-
General Fund Contribution for Citywide Branding	-	233,440	-	-
General Fund Contribution for I-15 Landscaping	-	40,000	-	-
General Fund Contribution for Public Works Yard Construction	-	-	2,700,000	-
Capital Contribution for Civic Center Public Spaces	-	-	2,705,000	-
Capital Contribution for Library				5,415,530
Capital Contribution for Site Improvement				18,643,600
Capital Contribution for Civic Center Parking Structure				4,500,000
601 General Information Technology Capital Fund				
General Fund Contribution Information Technology Replacement	45,000	50,000	50,000	50,000
602 General Fleet Replacement Capital Fund				
General Fund Contribution for Vehicle Replacement	90,000	90,000	210,000	210,000
General Fund Contribution for Motorcycle Replacement	30,000	30,000	30,000	30,000
603 General Street Maintenance Capital Fund				
General Fund Contribution for Street Maintenance	500,000	500,000	500,000	500,000
604 General Facilities Maintenance Capital Fund				



Summary of Transfers

Fund Name & Type	Audited Actuals 2022-23	Amended Budget 2023-24	Amended Budget 2024-25	Proposed Budget 2025-26
General Fund Contribution for Facilities Maintenance	250,000	250,000	250,000	250,000
605 General Catch Basin & Storm Drain Maintenance Capital Fund				
General Fund Contribution for Catch Basin & Storm Drain Maintenance	-	100,000	100,000	100,000
700 Information Technology Internal Service Fund				
Transfer fund balance to ITS Replacement Fund	388,652	-	-	
TOTAL Transfers In	9,286,747	11,539,088	12,741,905	88,116,560
TRANSFERS OUT				
100 General Fund				
Contribution to Debt Service Fund	-	-	-	
Contribution to Information Technology Replacement Fund	45,000	50,000	50,000	50,000
Contribution to Fleet Replacement Capital Fund, Vehicles	90,000	90,000	210,000	210,000
Contribution to Fleet Replacement Capital Fund, PD Motor	30,000	30,000	30,000	30,000
Contribution to Street Maintenance Capital Fund	500,000	500,000	500,000	500,000
Contribution to Facilities Maintenance Fund	250,000	250,000	250,000	250,000
Contribution to Catch Basin & Storm Drain Maintenance Fund	-	100,000	100,000	100,000
Capital Contribution for General Plan	-	455,000	-	332,000
Capital Contribution for Fund Balance	-	21,822	677,690	(3,631,211)
Capital Contribution for Prado Dam Utility Mitigation	-	-	-	-
Capital Contribution for Bellegrave Trail Improvement	-	-	-	-
Capital Contribution for SCE Easement Trail 68th	-	-	-	-
Capital Contribution for Hellman Avenue	-	45,000	-	-
Capital Contribution for Vehicle & Equipment Purchases	105,000	337,000	-	146,000
Capital Contribution for City Civic Center	3,100,000	7,025,400	4,500,000	-
Capital Contribution for Modular Offices	800,000	1,000,000	-	-
Capital Contribution for Limonite Gap Bridge	3,653,650	-	500,000	-
Capital Contribution for Improvement of Bike Network Connectivity	-	810,000	-	-
Capital Contribution for Citywide Branding	-	233,440	-	-
Capital Contribution for I-15 Landscaping	-	40,000	-	-
Capital Contribution for Public Works Yard Construction	-	-	2,700,000	-
Capital Contribution for Civic Center Public Spaces	-	-	2,705,000	-
Capital Contribution for Library				5,415,530
Capital Contribution for Site Improvement				18,643,600
Capital Contribution for Civic Center Parking Structure				4,500,000
General Benefit Contribution BAD 2014-2	7,580	3,835	3,287	6,054
General Benefit Contribution LLMD 2014-1	14,850	10,065	3,756	7,808
General Benefit Contribution LLMD 2014-3	4,470	3,815	1,766	1,763
General Benefit Contribution LLMD 2014-4	4,470	1,925	-	1,625
General Fund Loan for City Hall Construction				20,204,380
General Fund Loan for Police Station Construction				21,821,200
General Fund Loan for Library Construction				19,020,000
200 Gas Tax				
Cost Allocation Plan	160,280	163,080	141,914	165,487
210 Measure A				
Cost Allocation Plan	120,000	166,040	273,410	274,671
220 Air Quality Management District				

CITY OF EASTVALE
 Fiscal Year 2025-26
 Annual Operating & Capital Improvement Budget

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Summary of Transfers

Fund Name & Type	Audited Actuals 2022-23	Amended Budget 2023-24	Amended Budget 2024-25	Proposed Budget 2025-26
Cost Allocation Plan	-	-	-	-
290 DIF Transportation Facilities Fund				
Cost Allocation Plan	3,040	5,170	377	391
291 DIF Fire Facilities Fund				
Cost Allocation Plan	1,290	910	160	69
292 DIF Public Facilities Fund				
Cost Allocation Plan	4,020	3,260	1,282	247
300 LLMD 89-1 Zone 10				
Cost Allocation Plan	35	-	-	-
301 LLMD 89-1 Zone 33				
Cost Allocation Plan	20	-	-	-
302 LLMD 89-1 Zone 41				
Cost Allocation Plan	980	7,960	1,457	1,533
303 LLMD 89-1 Zone 79				
Cost Allocation Plan	5	314	140	113
304 LLMD 89-1 Zone 85				
Cost Allocation Plan	5	55	11	11
305 LLMD 89-1 Zone 111				
Cost Allocation Plan	960	4,198	1,258	1,111
306 LLMD 89-1 Zone 115				
Cost Allocation Plan	320	3,071	1,392	1,069
307 LLMD 89-1 Zone 116				
Cost Allocation Plan	250	1,671	699	541
308 LLMD 89-1 Zone 147				
Cost Allocation Plan	240	1,359	613	450
309 LLMD 89-1 Zone 151				
Cost Allocation Plan	500	6,816	2,326	2,948
310 LLMD 89-1 Zone 156				
Cost Allocation Plan	370	3,746	1,616	1,222
311 Benefit Assessment District 2014-2				
Cost Allocation Plan	140	1,991	-	558
312 LLMD 2014-1				
Cost Allocation Plan	370	3,472	-	705
313 LLMD 2014-3				
Cost Allocation Plan	125	1,753	-	431
314 LLMD 2014-4				
Cost Allocation Plan	125	834	-	122
315 CFD 2019-1				
Cost Allocation Plan	-	843	397	337
316				
Cost Allocation Plan	-	-	-	1,423
317				
Cost Allocation Plan	-	-	-	1,665
400 CFD 2017-1				
Cost Allocation Plan	-	7,359	649	2,000



Summary of Transfers

Fund Name & Type	Audited Actuals 2022-23	Amended Budget 2023-24	Amended Budget 2024-25	Proposed Budget 2025-26
401 CFD 2017-2 Cost Allocation Plan	-	7,058	3,288	2,410
402 CFD 2020-1 Cost Allocation Plan	-	31,506	15,414	10,861
403 LMD 98-2 ORIGINAL Cost Allocation Plan	-	1,578	684	341
404 LMD 98-2 ANNEX 01/ZONE A Cost Allocation Plan	-	1,178	514	241
405 LMD 98-2 ANNEX 02/ZONE B Cost Allocation Plan	-	6,203	4,992	3,545
406 LMD 98-2 ANNEX 03/ZONE C Cost Allocation Plan	-	2,335	1,041	497
407 LMD 98-2 ANNEX 04/ZONE D Cost Allocation Plan	-	3,007	1,362	670
408 LMD 98-2 ANNEX 06/ZONE F Cost Allocation Plan	-	2,530	1,131	561
409 LMD 2001-1 ZONE G Cost Allocation Plan	-	108	60	47
410 LMD 2001-1 ZONE S Cost Allocation Plan	-	249	125	100
411 LMD 2001-1 ZONE W Cost Allocation Plan	-	-	-	-
412 LMD 2001-2 ZONE A Cost Allocation Plan	-	2,500	1,401	1,128
413 LMD 2001-2 ZONE B Cost Allocation Plan	-	2,553	1,126	578
414 LMD 2001-2 ZONE C Cost Allocation Plan	-	170	86	54
415 LMD 2001-2 ZONE D Cost Allocation Plan	-	1,713	768	378
416 LMD 2001-2 ZONE F Cost Allocation Plan	-	508	224	127
417 LMD 2001-2 ZONE G Cost Allocation Plan	-	2,463	612	560
418 LMD 2001-2 ZONE H Cost Allocation Plan	-	4,416	1,857	893
419 LMD 2001-2 ZONE J Cost Allocation Plan	-	2,937	1,299	664
420 LMD 2001-2 ZONE K Cost Allocation Plan	-	713	352	270
421 LMD 2001-2 ZONE M Cost Allocation Plan	-	421	170	79
422 LMD 2001-3 ZONE A Cost Allocation Plan	-	1,155	618	421
423 LMD 2001-3 ZONE B				



Summary of Transfers

Fund Name & Type	Audited Actuals 2022-23	Amended Budget 2023-24	Amended Budget 2024-25	Proposed Budget 2025-26
424 LMD 2001-3 ZONE C Cost Allocation Plan	-	865	413	207
425 LMD 2001-3 ZONE D Cost Allocation Plan	-	574	365	265
426 LMD 2001-3 ZONE E Cost Allocation Plan	-	1,294	807	609
427 LMD 2001-3 ZONE F Cost Allocation Plan	-	2,861	1,784	1,326
428 LMD 2001-3 ZONE G Cost Allocation Plan	-	218	210	122
429 LMD 2001-3 ZONE H Cost Allocation Plan	-	843	551	390
430 LMD 2001-3 ZONE I Cost Allocation Plan	-	721	412	303
431 LMD 2001-3 ZONE J Cost Allocation Plan	-	5,545	2,393	1,095
432 LMD 2001-3 ZONE K Cost Allocation Plan	-	1,568	685	314
433 LMD 2001-3 ZONE L Cost Allocation Plan	-	2,403	1,032	484
434 LMD 2001-3 ZONE M Cost Allocation Plan	-	1,831	781	339
435 LMD 2001-3 ZONE N Cost Allocation Plan	-	2,231	1,216	792
436 LMD 2001-3 ZONE O Cost Allocation Plan	-	7,268	3,698	1,342
437 LMD 2001-3 ZONE P Cost Allocation Plan	-	194	121	91
438 LMD 2001-3 ZONE Q Cost Allocation Plan	-	1,015	653	489
439 LMD 2001-3 ZONE R Cost Allocation Plan	-	530	354	253
440 LMD 2001-3 ZONE S Cost Allocation Plan	-	274	102	55
441 LMD 2001-3 ZONE T Cost Allocation Plan	-	220	138	102
442 LMD 2001-3 ZONE U Cost Allocation Plan	-	1,450	938	693
443 LMD 2001-3 ZONE V Cost Allocation Plan	-	1,117	1,595	533
444 LMD 2001-3 ZONE W Cost Allocation Plan	-	1,759	1,223	854
445 LMD 2001-3 ZONE X Cost Allocation Plan	-	698	405	289
Cost Allocation Plan	-	176	107	80



Summary of Transfers

Fund Name & Type	Audited Actuals 2022-23	Amended Budget 2023-24	Amended Budget 2024-25	Proposed Budget 2025-26
446 LMD 2001-3 ZONE Y Cost Allocation Plan	-	273	170	126
447 LMD 2001-3 ZONE Z Cost Allocation Plan	-	294	185	137
448 LMD 2001-3 ZONE AA Cost Allocation Plan	-	226	131	90
449 LMD 2001-3 ZONE BB Cost Allocation Plan	-	169	104	77
450 LMD 2001-3 ZONE CC Cost Allocation Plan	-	2,299	1,305	417
451 LMD 2001-3 ZONE DD Cost Allocation Plan	-	2,120	1,101	631
452 LMD 2001-3 ZONE EE Cost Allocation Plan	-	829	514	486
453 LMD 2001-3 ZONE FF Cost Allocation Plan	-	2,251	1,296	531
454 LMD 2001-3 ZONE GG Cost Allocation Plan	-	431	275	204
455 LMD 2001-3 ZONE HH Cost Allocation Plan	-	367	223	172
456 LMD 2001-3 ZONE II Cost Allocation Plan	-	730	465	343
457 LMD 2001-3 ZONE JJ Cost Allocation Plan	-	154	95	70
458 LMD 2001-3 ZONE KK Cost Allocation Plan	-	787	412	322
459 LMD 2001-3 ZONE LL Cost Allocation Plan	-	322	799	139
460 LMD 2001-3 ZONE MM Cost Allocation Plan	-	629	288	155
461 LMD 2001-3 ZONE NN Cost Allocation Plan	-	533	334	247
462 LMD 2001-3 ZONE OO Cost Allocation Plan	-	593	353	321
463 LMD 2001-3 ZONE PP Cost Allocation Plan	-	700	490	335
464 LMD 2001-3 ZONE QQ Cost Allocation Plan	-	294	170	129
465 LMD 2001-3 ZONE RR Cost Allocation Plan	-	1,543	989	740
466 LMD 2001-3 ZONE SS Cost Allocation Plan	-	627	379	282
467 LMD 2001-3 ZONE TT Cost Allocation Plan	-	322	196	146
468 LMD 2001-3 ZONE UU				



Summary of Transfers

Fund Name & Type	Audited Actuals 2022-23	Amended Budget 2023-24	Amended Budget 2024-25	Proposed Budget 2025-26
Cost Allocation Plan	-	193	118	88
469 LMD 2001-3 ZONE VV				
Cost Allocation Plan	-	236	139	105
470 LMD 2001-3 ZONE WW				
Cost Allocation Plan	-	693	447	330
471 LMD 2001-3 ZONE XX				
Cost Allocation Plan	-	355	182	129
472 LMD 2001-3 ZONE YY				
Cost Allocation Plan	-	2,621	1,129	503
473 LMD 2001-3 ZONE ZZ				
Cost Allocation Plan	-	307	197	148
474 LMD 2001-3 ZONE AAA				
Cost Allocation Plan	-	1,284	814	593
475 LMD 2001-3 ZONE BBB				
Cost Allocation Plan	-	924	573	429
476 LMD 2001-3 ZONE CCC				
Cost Allocation Plan	-	2,713	1,530	984
477 LMD 2001-3 ZONE DDD				
Cost Allocation Plan	-	1,596	1,013	744
478 LMD 2001-3 ZONE EEE				
Cost Allocation Plan	-	89	63	238
479 LMD 2001-3 ZONE FFF				
Cost Allocation Plan	-	1,381	936	682
480 LMD 2001-3 ZONE GGG				
Cost Allocation Plan	-	703	426	353
481 LMD 2001-3 ZONE HHH				
Cost Allocation Plan	-	429	305	195
482 LMD 2001-3 ZONE III				
Cost Allocation Plan	-	1,754	3,859	1,474
483 LMD 2001-3 ZONE JJJ				
Cost Allocation Plan	-	898	558	406
484 LMD 2001-3 ZONE LLL				
Cost Allocation Plan	-	518	264	163
485 LMD 2001-3 ZONE MMM				
Cost Allocation Plan	-	617	384	290
486 ID 2 SUBAREA 35				
Cost Allocation Plan	-	860	455	358
487 ID 2 SUBAREA 42				
Cost Allocation Plan	-	343	168	119
488 ID 2 SUBAREA 46				
Cost Allocation Plan	-	759	1,028	325
489 ID 2 SUBAREA 49				
Cost Allocation Plan	-	969	633	418
490 ID 2 SUBAREA 55				
Cost Allocation Plan	-	193	103	81



Summary of Transfers

Fund Name & Type	Audited Actuals 2022-23	Amended Budget 2023-24	Amended Budget 2024-25	Proposed Budget 2025-26
601 Information Technology Capital Fund				
Transfer fund balance from ITS Internal Service Fund	388,652	-	-	-
TOTAL Transfers Out	9,286,747	11,539,088	12,741,905	88,116,560
Net Transfers	-	-	-	-



AGENDA STAFF REPORT

City Council Meeting

CONSENT CALENDAR

Agenda Item No. 11.4

October 7, 2025

Adoption of the 2025 California Building Standards Code

Prepared By:

Richard Hicks, Building Official

Recommended Action(s)

Staff recommends that the City Council:

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

Summary

The City of Eastvale adopts a compilation of building regulations every three years as a result of the California Building Standards Commission update cycle. These regulations are commonly referred to as the "Building Code." State law requires the City to adopt the State Building Code but allows the City to make local amendments to administrative provisions as well as substantive provisions, provided that the latter are supported by findings that they are necessary due to local geologic, climatic, or topographical conditions.

Background

The California Building Standards Commission (hereinafter the “Building Standards Commission”) is an independent commission within the State Department of Governmental Services responsible for reviewing, adopting, and publishing building standards for the State of California. The Building Standards Commission adopts a compilation of building regulations every three years. These regulations, which are commonly referred to as the “Building Code,” include:

- California Building Code;
- California Residential Code;
- California Electrical Code;
- California Mechanical Code;
- California Plumbing Code;
- California Energy Code;
- California Wildland-Urban Interface Code;
- California Fire Code;
- California Historical Building Code;
- California Existing Building Code
- California Referenced Standards Code; and
- California Green Building Standards Code.

The 2025 California Codes become effective on January 1, 2026, and apply to any project submitted for plan check thereafter.

Through the code adoption process, the Building Standards Commission selects and adopts a model code that will apply statewide, which are codified in Title 24 of the California Code of Regulations. The 2025 codes adopted by the Building Standards Commission strive to make all structures more energy efficient and structurally safer over the 2022 codes. As part of these codes, Chapters 11A and 11B of the Building Code contain the accessibility standards for residential and commercial developments. In the State of California, these two chapters are consistent with the American with Disability Act (ADA). Local jurisdictions are authorized to further modify the code to add more restrictive provision based on their specific local geologic, climatic, and topographic conditions.

All local amendments must be more restrictive than the State Codes and must be substantiated with findings, per California Health & Safety Code Section 17958. Historically, State law has required local amendments to be supported with express findings that the amendment is "reasonably necessary because of local climatic, geological, or topographical conditions." Recently adopted legislation (AB 130) has imposed further restrictions on the ability to adopt local amendments that impact residential construction.

The City's Building Official is not proposing any amendments to the Building Codes. Riverside County Fire is proposing that the City adopt local amendments to the Fire Code and the Urban-Wildland Interface Code. The proposed ordinance includes details regarding the proposed local amendments and findings to support the amendments.

Environmental

The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a

project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Buildings and development projects that are subject to CEQA are reviewed individually prior to the issuance of a building permit. Moreover, State law provides that the 2025 Building Codes will take effect in the City even if the City does not adopt this ordinance, as is required by law. The City Council hereby directs City staff to file a Notice of Exemption with the Clerk of Riverside County within five (5) days of the adoption of this Ordinance.

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

The City adopts building regulations every three years therefore it does not fall into any strategic plan action.

Fiscal Impact

Approval of this request will not have an impact to the General Fund.

Prior City Council/Commission Action

Not applicable.

Attachment(s)

[Attachment 1 - 2025 Building Code Ordinance](#)

ORDINANCE NO. 2025-__
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AMENDING TITLE 110 OF THE EASTVALE MUNICIPAL CODE TO ADOPT THE 2025 CALIFORNIA BUILDING STANDARDS CODES (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PARTS 2-12) BY REFERENCE, AND TO INCORPORATE LOCAL AMENDMENTS TO THE CALIFORNIA FIRE CODE AND THE CALIFORNIA WILDLAND-URBAN INTERFACE CODE

WHEREAS, Sections 17922, 17958, and 18941.5 of the California Health and Safety Code mandate that the governing body of every city or county adopt ordinances or regulations imposing the same requirements as those contained in the most recently adopted version of the California Building Standards Code; and

WHEREAS, Sections 17958 of the California Health & Safety Code authorizes the City Council to adopt more restrictive standards and modifications to the California Building Standards Code that are reasonably necessary due to local climatic, geological, and topographical conditions, provided that if the City’s locally adopted more restrictive standards apply to residential units one of the conditions listed in Sections 17958(b) of the California Health and Safety Code must be met; and

WHEREAS, the City of Eastvale hereby adopts the 2025 California Building Standards Code (California Code of Regulations, Title 24, Parts 2-12) and makes local amendments to the California Fire Code (Part 9) and the California Wildland-Urban Interface Code (Part 7), supported by the findings contained herein.

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

SECTION 1. Findings. The City Council of the City of Eastvale makes the following findings with respect to the local amendments to the Fire Code and the Wildland-Urban Interface Code contained in Sections 12 and 13 of this Ordinance.

A. California Health and Safety Code Sections 17958, 17958.5, 17958.7, and 18941.5 authorize cities and counties to adopt more restrictive standards and modifications or changes to the California Building Codes that are reasonably necessary because of local climatic, geological, and topographical conditions.

B. The City Council of the City of Eastvale finds that the following local climatic, geological, or topographical conditions make the amendments to the California Fire Code and the California Wildland-Urban Interface Code contained in Sections 12 and 13 of this Ordinance, respective, reasonably necessary:

- i. Climatic Conditions

The City of Eastvale is located in Riverside County. Riverside County is situated in Southern California and encompasses a vast and diverse geographic area. The base climate in western Riverside County consists of semi-arid Mediterranean weather patterns. Eastern Riverside County is a desert area with Mohave Desert temperatures and weather patterns. Those two primary areas are divided by the San Bernardino Mountain Range. Both areas outside of the mountain terrain experience extended periods of high temperatures with little to no precipitation annually. Hot, dry winds, which may reach speeds of 70 M.P.H. or greater, are common to the area. Examples include Santa Ana/Foehn winds, afternoon surface-heating-generated winds, and prevailing desert winds.

These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large, destructive fires (conflagrations), which necessitate the rapid identification, location, and extinguishment of all fires in the smallest stage possible. In addition to directly damaging or destroying buildings, these fires are also prone to disrupting utility services throughout the County. Obstacles generated by a strong wind, such as fallen trees, streetlights, and utility poles, will significantly impact the response time to reach an incident scene. During these winds, the inability to use aerial type firefighting apparatus would further decrease our ability to stop fires in large buildings and place rescue personnel at increased risk of injury.

Although the City of Eastvale and Riverside County occasionally experience periods of significant drought, the County can also experience periods of substantial rainfall. Annual rainfall varies from three (3) inches in Blythe to over thirty-three (33) inches in Pine Cove. When Riverside County does experience heavy rain, or rain over a period of days or weeks, many areas of the County are subject to flooding. Runoff from rain drains either naturally into rivers, washes, and creeks or into flood control facilities. Flash flooding is also a common problem, especially in the Coachella Valley and the eastern portions of the county. Flash flooding is typically associated with short-duration, high-intensity precipitation events, often occurring during summer thunderstorms. Such events can occur even during a drought.

Water demand in densely populated Southern California far exceeds the quantity supplied by natural precipitation, and although the population continues to grow, the already-taxed water supply does not. California is projected to increase in population by nearly 10 million over the next quarter-century, with 50 percent of that growth centered in Southern California. Due to storage capacities and consumption, as well as limited rainfall, future water allocation is not entirely dependable. This necessitates the need for additional and on-site fire protection features. It would also leave tall buildings vulnerable to uncontrolled fires due to a lack of available water and an inability to pump sufficient quantities of water to the affected floors during a fire.

These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly, creating a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features, such as identification and notification, will supplement normal fire department responses by providing immediate protection for building occupants and by

containing and controlling the spread of fire to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.

ii. Topographical conditions

The topographical conditions of Riverside County vary from three hundred (300) feet below sea-level, flat desert communities, to mountains over ten thousand (10,000) feet in Alpine-like areas of the San Bernardino Mountain Range. In between these areas, developable slopes of 25 percent or greater generally occur throughout the foothills. Riverside County extends from Orange County to the Arizona border and is characterized by a mix of congested urban areas, rural lands, and wild lands. A large number of sensitive habitats for various animal species and vegetation exist within large open space areas between major urban centers, which impacts the location of buildings and structures, and impedes emergency access and response. This variety in regions contributes to an increased emergency response time, which necessitates cooperation between local agencies.

Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout Riverside County.

These topographical conditions combine to create a situation that places fire department response time to fire occurrences at risk, and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property.

iii. Geological Conditions

Located within Riverside County are several known active and potentially active earthquake faults, including the San Andreas, San Jacinto, and Elsinore faults. In the event of an earthquake, the location of the epicenter, as well as the time of day and season of the year, would have a profound effect on the number of deaths and casualties, as well as property damage.

The primary form of direct damage from most earthquakes is damage to buildings and other constructions. Bridges are particularly vulnerable to collapse, and dam failure may generate major downstream flooding. Buildings vary in susceptibility, depending on their construction and the types of soils on which they are built. Earthquakes destroy power and telephone lines, as well as gas, sewer, or water mains, which, in turn, may set off fires and/or hinder firefighting or rescue efforts. The hazard of earthquakes varies from place to place, dependent upon the regional and local geology. Ground shaking may occur in areas 65 miles or more from the epicenter (the point on the ground surface above the focus). Ground shaking can alter the mechanical properties of some fine-grained, saturated soils, causing them to liquefy and behave like a fluid (liquefaction).

Previous earthquakes in southern California have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under

the high wind section above. Given the likelihood of strong aftershocks, there is a need to provide enhanced protection for individuals on the upper floors of buildings.

Road circulation features located throughout the County also make amendments reasonably necessary. Located throughout the County are major roadways, highways, and flood control channels that create barriers and slow response times. Hills, slopes, streets, and storm drains, accompanied by occasional heavy rainfall, cause roadway flooding and landslides, and at times may make an emergency access route impassable. There are areas in Riverside County that naturally have extended emergency response times that exceed the 5-minute goal.

C. California Health and Safety Code Sections 17958.7 and 18941.5 require that the modification or change be expressly marked and identified as to which each finding refers. The tables in Exhibits A and B to this Ordinance set forth the 2025 California Fire Code and Wildland-Urban Interface Code sections that have been modified and the associated local climatic, geological, and/or topographical conditions described above supporting the modification.

D. California Health & Safety Code Section 17958.5 prohibits a city or county from making changes to the California Building Standards applicable to residential units between October 1, 2025 and June 1, 2031, unless one of the conditions listed in subsection (c) of Section 17958.5 of the California Health & Safety Code is met. The City Council hereby finds that the proposed amendments to the Fire Code are substantially equivalent to changes or modifications that were adopted during the 2022 update to the Building Codes and were in effect as of September 30, 2025. These are the exact some amendments from last code cycle based on the existing municipal code. The City Council hereby finds that the proposed amendments to the Wildland-Urban Interface Code, to the extent they are applicable to residential uses, are related to home hardening.

SECTION 2. Amendment of Chapter 110.04. Chapter 110.04 (Building Code) is repealed and replaced in its entirety with the following:

“Sec. 110.04.010. – Adoption by reference of California Building Code.

Chapters 2-35 and Appendices G (Flood-Resistant Construction), H (Signs), and I (Patio Covers) of the 2025 California Building Code (California Code of Regulations, Title 24, Part 2) are hereby adopted by reference as if fully set forth herein, and shall constitute and are hereby established as the “Eastvale Building Code.” A copy of the 2025 California Building Code is on file in the Building and Safety Division and the Office of the City Clerk for use and examination by the public.”

SECTION 3. Amendment of Chapter 110.05. Chapter 110.05 (Residential Code) is repealed and replaced in its entirety with the following:

“Sec. 110.05.010. – Adoption by reference of California Residential Code.

Chapters 2-10 and 44 and Appendices BF (Patio Covers), BG (Sound Transmission), BB (Tiny Homes), and CI (Swimming Pool Safety Act) of the 2025 California Residential Code (California Code of Regulations, Title 24, Part 2.5) are hereby adopted by reference as if fully set

forth herein, and shall constitute and are hereby established as the “Eastvale Residential Code.” A copy of the 2025 California Residential Code is on file in the Building and Safety Division and the Office of the City Clerk for use and examination by the public.”

SECTION 4. Amendment of Section 110.06.010. Section 110.06.010 is amended to read as follows:

“Sec. 110.06.010. – Adoption by reference of California Green Building Code.

The 2025 California Green Building Code (California Code of Regulations, Title 24, Part 11) is hereby adopted by reference in its entirety, excluding any Appendices thereto, as if fully set forth herein, and shall constitute and is hereby established as the “Eastvale Green Building Code.” A copy of the 2025 California Green Building Code is on file in the Building and Safety Division and the Office of the City Clerk for use and examination by the public.”

SECTION 5. Amendment of Section 110.07.010. Section 110.07.010 is amended to read as follows:

“Sec. 110.07.010. – Adoption by reference of California Historical Building Code.

The 2025 California Historical Building Code (California Code of Regulations, Title 24, Part 8) is hereby adopted by reference in its entirety, excluding any Appendices thereto, as if fully set forth herein, and shall constitute and is hereby established as the “Eastvale Historical Building Code.” A copy of the 2025 California Historical Building Code is on file in the Building and Safety Division and the Office of the City Clerk for use and examination by the public.”

SECTION 6. Amendment of Section 110.08.010. Section 110.08.010 is amended to read as follows:

“Sec. 110.08.010. – Adoption by reference of California Electrical Code.

Chapters 1-9 and Annexes B and C of the 2025 California Electrical Code (California Code of Regulations, Title 24, Part 3) are hereby adopted by reference as if fully set forth herein, and shall constitute and are hereby established as the “Eastvale Electrical Code.” A copy of the 2025 California Electrical Code is on file in the Building and Safety Division and the Office of the City Clerk for use and examination by the public.”

SECTION 7. Amendment of Section 110.09.010. Section 110.09.010 is amended to read as follows:

“Sec. 110.09.010. – Adoption by reference of California Energy Code.

The 2025 California Energy Code (California Code of Regulations, Title 24, Part 6) is hereby adopted by reference in its entirety, excluding any Appendices thereto, as if fully set forth herein, and shall constitute and is hereby established as the “Eastvale Energy Code.” A copy of the 2025 California Energy Code is on file in the Building and Safety Division and the Office of the City Clerk for use and examination by the public.”

SECTION 8. Amendment of Section 110.12.010. Section 110.12.010 is amended to read as follows:

“Sec. 110.12.010. – Adoption by reference of California Mechanical Code.

Chapters 2-17 of the 2025 California Mechanical Code (California Code of Regulations, Title 24, Part 4) are hereby adopted by reference as if fully set forth herein, and shall constitute and are hereby established as the “Eastvale Mechanical Code.” A copy of the 2025 California Mechanical Code is on file in the Building and Safety Division and the Office of the City Clerk for use and examination by the public.”

SECTION 9. Amendment of Section 110.16.010. Section 110.16.010 is amended to read as follows:

“Sec. 110.16.010. – Adoption by reference of California Plumbing Code.

Chapters 2-17 and Appendices B-D, G-I, K, and R of the 2025 California Plumbing Code (California Code of Regulations, Title 24, Part 5) are hereby adopted by reference as if fully set forth herein, and shall constitute and are hereby established as the “Eastvale Plumbing Code.” A copy of the 2025 California Plumbing Code is on file in the Building and Safety Division and the Office of the City Clerk for use and examination by the public.”

SECTION 10. Amendment of Section 110.17.010. Section 110.17.010 is amended to read as follows:

“Sec. 110.17.010. – Adoption by reference of California Referenced Standards Code.

The 2025 California Referenced Standards Code (California Code of Regulations, Title 24, Part 12) is hereby adopted by reference in its entirety, excluding any Appendices thereto, as if fully set forth herein, and shall constitute and is hereby established as the “Eastvale Referenced Standards Code.” A copy of the 2025 California Referenced Standards Code is on file in the Building and Safety Division and the Office of the City Clerk for use and examination by the public.”

SECTION 11. Amendment of Section 110.19.010. Section 110.19.010 is amended to read as follows:

“Sec. 110.19.010. – Adoption by reference of California Existing Building Code.

The 2025 California Existing Building Code (California Code of Regulations, Title 24, Part 10) is hereby adopted by reference in its entirety, excluding any Appendices thereto, as if fully set forth herein, and shall constitute and is hereby established as the “Eastvale Existing Building Code.” A copy of the 2025 California Existing Building Code is on file in the Building and Safety Division and the Office of the City Clerk for use and examination by the public.”

SECTION 12. Amendment of Chapter 110.20. Chapter 110.20 (Fire Code) is repealed and replaced in its entirety with the following:

“Sec. 110.20.010. – Adoption by reference of California Fire Code.

Except as otherwise provided in this Chapter 110.20, the 2025 California Fire Code (California Code of Regulations, Title 24, Part 9) is hereby adopted by reference in its entirety, including all Appendices thereto, as if fully set forth herein, and shall constitute and is hereby established as the “Eastvale Fire Code.” A copy of the 2025 California Fire Code is on file in the Building and Safety Division and the Office of the City Clerk for use and examination by the public.”

Sec. 110.20.020. – Amendments to the Fire Code.

The Eastvale Fire Code adopted by reference in Section 110.20.010 is hereby amended as follows:

Section 101.4 of the California Fire Code is deleted in its entirety and replaced with the following:

101.4 Severability. If any provision, clause, sentence, or paragraph of this ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

Section 102.5 of the California Fire Code is amended as follows:

102.5 Application of residential code. Where structures are designed and constructed in accordance with the California Residential Code, the provisions of this code shall apply as follows:

1. Construction and design provisions of this code pertaining to the exterior of the structure shall apply, including, but not limited to, premises identification, fire apparatus access, and water supplies. Where interior or exterior systems or devices are installed, construction permits required by Section 105.6 of this code shall apply.
2. Administrative, operational, and maintenance provisions of this code shall apply.
3. Automatic fire sprinkler system requirements of this code shall apply to detached accessory buildings 3,600 square feet or greater in accordance with Section 903.2. The provisions contained in Section 903.2.18 of the California Fire Code or Section R309.6 of the California Residential Code may be used for the design of the automatic fire sprinkler system for detached private garages.

A new Section 104.1.1 is added to Section 104.1 of the California Fire Code to read as follows:

104.1.1 Authority of the Fire Chief and Fire Department.

1. The Fire Chief is authorized and directed to enforce all applicable State fire laws and provisions of this ordinance and to perform such duties as directed by the City of Eastvale City Council.

2. The Fire Chief is authorized to administer, interpret and enforce this ordinance. Under the Fire Chief's direction, the Riverside County Fire Department is authorized to enforce ordinances of the City of Eastvale pertaining to the following:

- 2.1. The prevention of fires.
- 2.2. The suppression or extinguishment of dangerous or hazardous fires.
- 2.3. The storage, use and handling of hazardous materials.
- 2.4. The installation and maintenance of automatic, manual and other private fire alarm systems and fire extinguishing equipment.
- 2.5. The maintenance and regulation of fire escapes.
- 2.6. The maintenance of fire protection and the elimination of fire hazards on land, in buildings, structures and other property, including those under construction.
- 2.7. The maintenance of means of egress.
- 2.8. The investigation of the cause, origin and circumstances of fire and unauthorized releases of hazardous materials.

3. The following persons are hereby authorized to interpret and enforce the provisions of this ordinance and to make arrests and issue citations as authorized by law:

- 3.1. The Unit Chief, Peace Officers and Public Officers of the California Department of Forestry and Fire Protection.
- 3.2. The Fire Chief, Peace Officers and Public Officers of the Riverside County Fire Department.
- 3.3. The Riverside County Sheriff and any deputy sheriff.
- 3.4. The Police Chief and any police officer of any city served by the Riverside County Fire Department.
- 3.5. Officers of the California Highway Patrol.
- 3.6. Code Officers of the Riverside County Code Enforcement Department.
- 3.7. Peace Officers of the California Department of Parks and Recreation.
- 3.8. The law enforcement officer of the Federal Bureau of Land Management.

Sections 104.7 and 104.7.1 of the California Fire Code are deleted in their entirety and replaced with the following:

104.7 Liability. Any liability against the City of Eastvale or Riverside County or any officer or employee for damages resulting from the discharge of their duties shall be as provided by law.

A new Section 104.13 is added to Section 104 of the California Fire Code to read as follows:

104.13 Authority of the Fire Chief to close hazardous fire areas. Except upon National Forest Land, the Fire Chief is authorized to determine and announce the closure of any hazardous fire area or portion thereof. Any closure by the Fire Chief for a period of more than fifteen (15) calendar days must be approved by the Riverside County Board of Supervisors within fifteen (15) calendar days of the Fire Chief's original order of closure.

Upon such closure, no person shall go in or be upon any hazardous fire area, except upon the public roadways and inhabited areas. During such closure, the Fire Chief shall erect and maintain at all entrances to the closed area sufficient signs giving notice of closure. This section shall not prohibit residents or owners of private property within any closed area, or their invitees, from going in or being upon their lands. This section shall not apply to any entry, in the course of duty, by a peace officer, duly authorized public officer or fire department personnel. For the purpose of this section, "hazardous fire area" shall mean public or private land that is covered with grass, grain, brush or forest and situated in a location that makes suppression difficult resulting in great damage. Such areas are designated on Hazardous Fire Area maps filed with the office of the Fire Chief.

Section 107.2 of the California Fire Code is deleted in its entirety and replaced with the following:

107.2 Schedule of permit fees. Fees for services and permits shall be as set forth in the adopted City of Eastvale fee schedules.

A new Section 107.7 is added to Section 106 of the California Fire Code to read as follows:

107.7 Cost recovery. Fire suppression, investigation, rescue or emergency medical costs are recoverable in accordance with Health and Safety Code Sections 13009 and 13009.1, as may be amended from time to time. Additionally, any person who negligently, intentionally or in violation of law causes an emergency response, including, but not limited to, a traffic accident, spill of toxic or flammable fluids or chemicals is liable for the costs of securing such emergency, including those costs pursuant to Government Code Section 53150, et seq, as may be amended from time to time. Any expense incurred by the Riverside County Fire Department for securing such emergency shall constitute a debt of such person and shall be collectable by Riverside County in the same manner as in the case of an obligation under contract, express or implied.

Section 111.1 of the California Fire Code is deleted in its entirety and replaced with the following:

111.1 Board of appeals established. The Board of Appeals shall be the City Manager. If he or she determines an outside board is needed, he or she shall designate an outside hearing officer to hear the appeal. The Fire Chief shall be notified of any appeal and the Fire Chief or designee shall be in attendance at the appeal hearing. Depending on the subject of the appeal, specialized expertise may be solicited, at the expense of the applicant, for the purpose of providing input to the Appeals Board.

Section 112.4 of the California Fire Code is deleted in its entirety and replaced with the following:

112.4 Violation and penalties. It shall be unlawful for any person, firm, corporation or association of persons to violate any provision of this ordinance, or to violate the provisions of any permit granted pursuant to this code or Ordinance 787. Punishments and penalties for violations shall be in accordance with Ordinance No. 725 and Health and Safety Code Sections 17995 through 17995.5.

Section 202, definition of “Fire Chief” in the California Fire Code is deleted in its entirety and replaced with the following:

FIRE CHIEF. The Fire Chief of Riverside County or the Fire Chief’s designee.

Section 308.1.6.3 of the California Fire Code is deleted in its entirety and replaced with the following:

308.1.6.3 Sky lanterns or similar devices. A person shall not release or cause to be released a sky lantern or similar device.

Section 503.2.1 of the California Fire Code is deleted in its entirety and replaced with the following:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 24 feet (7315 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm). For additional requirements or alternatives see Riverside County Fire Department Standards and Policies, as may be amended from time to time.

Section 503.2.2 of the California Fire Code is deleted in its entirety and replaced with the following:

503.2.2 Authority. The fire code official shall be the only authority authorized to designate fire apparatus access roads and fire lanes and to modify the minimum fire lane access widths for fire or rescue operations.

A new Section 503.6.1 is added to Section 503.6 of the California Fire Code to read as follows:

503.6.1 Automatic opener. New motorized gates shall be provided with means to be automatically opened remotely by emergency vehicle in accordance with Riverside County Fire Department Standards and Policies, as may be amended from time to time.

Exception: Gates serving individual one- and two-family dwelling parcels.

A new Section 503.7 is added to Section 503 of the California Fire Code to read as follows:

503.7 Loading areas and passenger drop-off areas. On private properties, where fire apparatus access roads are utilized for loading or unloading or utilized for passenger drop-off or pick-up, an additional eight (8) feet of width shall be added to the minimum required width for the fire apparatus access road.

A new Section 507.5.7 is added to Section 507 of the California Fire Code to read as follows:

507.5.7 Fire hydrant size and outlets. As determined by the fire code official, fire hydrant sizes and outlets shall be based on the following:

1. Residential Standard – one (1) four (4) inch outlet and one (1) two and half (2 ½) inch outlet.
2. Super Hydrant Standard – one (1) four (4) inch outlet and two (2) two and one half (2 ½) inch outlet.
3. Super Hydrant Enhanced – two (2) four (4) inch outlet and one (1) two and one half (2 ½) inch outlet.

A new Section 507.5.8 is added to Section 507 of the California Fire Code to read as follows:

507.5.8 Fire hydrant street marker. Fire hydrant locations shall be visually indicated in accordance with Riverside County Fire Department Technical Policy 06-11, as may be amended from time to time. Any hydrant marker damaged or removed during the course of street construction or repair shall be immediately replaced by the contractor, developer or person responsible for removal or damage.

Section 508.1 of the California Fire Code is deleted in its entirety and replaced with the following:

508.1 General. Where required by other sections of this code and in all buildings classified as high-rise buildings by the California Building Code, in all buildings greater than 300,000 square feet (27 870 m²), and in Group I-2 occupancies having occupied floors located more than 75 feet above the lowest level of fire department vehicle access a fire command center for fire department operations shall be provided and shall comply with Sections 508.1.1 through 508.1.7.

Section 508.1.1 of the California Fire Code is deleted in its entirety and replaced with the following:

508.1.1 Location and access. The fire command center shall be located adjacent to the main lobby and shall be accessible from fire department vehicular access or as approved by the fire code official. The room shall have direct access from the building exterior at the lowest level of fire department access.

Section 508.1.3 of the California Fire Code is amended as follows:

508.1.3 Size. The fire command center shall be not less than 0.015 percent of the total building area of the facility served or 200 square feet (19 m²) in area, whichever is greater, with a minimum dimension of 0.7 times the square root of the room area or 10 feet (3048 mm), whichever is greater.

Where a fire command center is solely required because a building is greater than 300,000 square feet (27 870 m²), the fire command center shall have a minimum size of 96 square

feet (9 m²) with a minimum dimension of 8 feet (2438 mm) where approved by the fire code official.

Section 509.2.1 of the California Fire Code is amended to add the following:

509.2.1 Minimum clearances. A 3-foot (914 mm) clear space shall be maintained around the circumference of exterior fire protection system control valves, or any other exterior fire protection system component that may require immediate access, except as otherwise required or approved.

Section 608.11.1.2 of the California Fire Code is deleted in its entirety and replaced with the following:

608.11.1.2 Manual operation. When required by the fire code official, automatic crossover valves shall be capable of manual operation. The manual valves shall be located in an approved location immediately outside of the machinery room in a secure metal box or equivalent and marked as Emergency Controls.

Section 903.2 of the California Fire Code is deleted in its entirety and replaced with the following:

903.2 Where required. In all new buildings and structures which are 3,600 square feet or greater, an approved automatic sprinkler system shall be provided regardless of occupancy classification. Where the Sections 903.2.1 – 903.2.21 of the California Fire Code require more restrictive requirements than those listed below, the more restrictive requirement shall take precedence.

Exception: Unless required elsewhere in this code or the California Building Code, automatic fire sprinkler systems shall not be required for the following:

1. Detached Group U occupancies used for agricultural purposes constructed in accordance with the California Building Code.
2. Detached non-combustible equestrian arena shade canopies that are open on all sides and used for riding only - no commercial, assembly or storage uses.
3. Detached fabric or non-combustible shade structures that are open on all sides and used to shade playground equipment, temporary storage of vehicles and dining areas with no cooking.
4. Where determined by the Fire Chief that no major life safety hazard exists, and the fuel load does not pose a significant threat to firefighter safety or to other structures or property, automatic fire sprinklers may be exempted.

One- and two-family dwellings shall have an automatic fire sprinkler system regardless of square footage in accordance with the California Residential Code. Fire sprinkler systems shall be installed in mobilehomes, manufactured homes and multifamily manufactured homes with two dwelling units in accordance with Title 25 of the California Code of Regulations.

The following exceptions in the California Fire Code shall not be allowed:

- a. Exception in Section 903.2.3
- b. Exception in Section 903.2.11.3

A new Section 903.3.5.3 is added to Section 903 of the California Fire Code to read as follows:

903.3.5.3 Hydraulically calculated systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

A new Section 3204.2.1 is added to Section 3204.2 of the California Fire Code to read as follows:

3204.2.1 Minimum requirements for client leased or occupant owned warehouses. Designs of an automatic sprinkler system for client leased or occupant owned buildings containing high pile storage shall be based on the requirements of NFPA 13. The responsible fire protection engineer shall perform a survey of the building to determine commodity classification, storage configuration, building height and other information related to the development of an appropriate sprinkler system design. The fire protection engineer shall also make reasonable efforts to meet with the building owner or operator to understand seasonal or customer related fluctuations to the stored commodities, storage height, and configuration. The sprinkler design shall be based on the most demanding requirements determined through the onsite survey and discussions with the building owner or operator. The technical report shall describe the basis for determining the commodity and sprinkler design selection, how the commodities will be isolated or separated, and include references to the design document(s). If a specific fire test is used as the basis of design, a copy of the fire test report shall be provided at the time of plan review.

A new Section 4904.2.1 is added to Section 4904 of the California Fire Code to read as follows:

4904.2.1 High Fire Hazard Severity Zone Maps. In accordance with Government Code Sections 51175 through 51189, Very High Fire Hazard Severity Zones (VHFHSZ), located in the Local Responsibility Areas (LRA), are designated as shown on the most recently published VHFHSZ IN LRA map, as recommended and published by the Director of the California Department of Forestry and Fire Protection (CAL FIRE), which may be revised from time to time. The most recent VHFHSZ IN LRA map is on file at the office of the Fire Chief, which supersedes other maps previously adopted by the City of Eastvale designating high fire hazard areas.

Table B105.2 of the California Fire Code is amended as follows:

TABLE B105.2
REQUIRED FIRE-FLOW FOR BUILDINGS OTHER THAN ONE- AND
TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES

AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE-FLOW (gallons per minute)	FLOW DURATION (hours)
No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2)
Section 903.3.1.1 of the <i>California Fire Code</i>	50% of the value in Table B105.1(2) ^a	Duration in Table B105.1(2) at the reduced flow rate
Section 903.3.1.2 of the <i>California Fire Code</i>	50% of the value in Table B105.1(2) ^b	Duration in Table B105.1(2) at the reduced flow rate

For SI: 1 gallon per minute = 3.785 L/m.

- a. The reduced fire-flow shall be not less than 1,000 gallons per minute.
- b. The reduced fire-flow shall be not less than 1,500 gallons per minute.

Section C103.1 of the California Fire Code is deleted in its entirety and replaced with the following:

C103.1 Hydrant spacing. Fire apparatus access roads and public streets providing required access to buildings in accordance with Section 503 of the California Fire Code shall be provided with one or more fire hydrants, as determined by Section C102.1. Where more than one fire hydrant is required, the distance between required fire hydrants shall be in accordance with Sections C103.2 and C103.3. Fire hydrants shall be provided at street intersections.

Sec. 110.20.030. – Penalties.

(a) It is unlawful for any person, firm, corporation or association of persons to violate any provision of this chapter, or to violate the provisions of any permit granted pursuant to this chapter. Any person, firm, corporation or association of persons violating any provision of this chapter or the provisions of any permit granted pursuant to this chapter shall be deemed guilty of an infraction or misdemeanor as hereinafter specified. Such person or entity shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter or the provisions of any permit granted pursuant to this Chapter, is committed, continued or permitted.

(b) Any person, firm, corporation or association of persons so convicted shall be:

(1) Guilty of an infraction offense and punished by a fine not exceeding \$200.00 for a first violation;

(2) Guilty of an infraction offense and punishable by a fine not exceeding \$300.00 for a second violation on the same site.

The third and any additional violations on the same site shall constitute a misdemeanor offense and shall be punishable by a fine not exceeding \$1,000.00 or six months in jail, or both. Notwithstanding the above, a first offense may be charged and prosecuted as a misdemeanor.

(c) Payment of any penalty herein shall not relieve a person or entity from the responsibility for correcting the violation.”

SECTION 13. Addition of Chapter 110.22. A new Chapter 110.22 (Wildland-Urban Interface Code) is hereby added to Title 110 to read as follows:

“Sec. 110.22.010. – Adoption by reference of California Wildland-Urban Interface Code.

Except as otherwise provided in this Chapter 110.22, the 2025 California Wildland-Urban Interface Code (California Code of Regulations, Title 24, Part 7) is hereby adopted by reference in its entirety, including all Appendices thereto, as if fully set forth herein, and shall constitute and are hereby established as the “Eastvale Wildland-Urban Interface Code.” A copy of the 2025 California Wildland-Urban Interface Code is on file in the Building and Safety Division and the Office of the City Clerk for use and examination by the public.

Sec. 110.22.020. – Amendments to the Wildland-Urban Interface Code.

The Eastvale Wildland-Urban Interface Code adopted by reference in Section 110.22.010 is hereby amended as follows:

A new Section 102.4.1.1 is added to Section 102.4.1 of the California Wildland-Urban Interface Code to read as follows:

102.4.1.1 Application of the California Wildland-Urban Interface Code. Where a conflict exists between the provisions of the Eastvale Fire Code and the California Wildland-Urban Interface Code, the more restrictive provisions shall apply.

A new Section 104.1.1 is added to Section 104.1 of the California Wildland-Urban Interface Code to read as follows:

104.1.1 Authority of the Fire Chief, Chief Deputy, and Fire Department.

1. The Fire Chief, Chief Deputy, or their designee is authorized and directed to enforce all applicable State fire laws and provisions of this ordinance and to perform such duties as directed by the Riverside County Board of Supervisors.
2. The Fire Chief, Chief Deputy, or their designee is authorized to administer, interpret and enforce this ordinance. Under the Fire Chief’s, Chief Deputy, or their designee’s direction, the Riverside County Fire Department is authorized to enforce ordinances of Riverside County pertaining to the following:
 - 2.1 The prevention of fires.
 - 2.2 The suppression or extinguishment of dangerous or hazardous fires.
 - 2.3 The storage, use and handling of hazardous materials.
 - 2.4 The installation and maintenance of automatic, manual and other private fire alarm systems and fire extinguishing equipment.

- 2.5 The maintenance and regulation of fire escapes.
- 2.6 The maintenance of fire protection and the elimination of fire hazards on land, in buildings, structures and other property, including those under construction.
- 2.7 The maintenance of means of egress.
- 2.8 The investigation of the cause, origin and circumstances of fire and unauthorized releases of hazardous materials.
- 3. The following persons are hereby authorized to interpret and enforce the provisions of this ordinance and to make arrests and issue citations as authorized by law:
 - 3.1 The Unit Chief, Peace Officers and Public Officers of the California Department of Forestry and Fire Protection.
 - 3.2 The Fire Chief, Peace Officers and Public Officers of the Riverside County Fire Department.
 - 3.3 The Riverside County Sheriff and any deputy sheriff.
 - 3.4 The Police Chief and any police officer of any city served by the Riverside County Fire Department.
 - 3.5 Officers of the California Highway Patrol.
 - 3.6 Code Officers of the Riverside County Code Enforcement Department.
 - 3.7 Peace Officers of the California Department of Parks and Recreation.
 - 3.8 The law enforcement officer of the Federal Bureau of Land Management.

Section 104.2 of the California Wildland-Urban Interface Code is deleted and replaced with the following:

- 104.2 Determination of compliance.** The fire code official shall have the authority to determine compliance with this code, to render interpretations of this code and to develop policies, procedures, guidelines, standards, and information bulletins in order to clarify the application of its provisions. Such interpretations, policies, procedures:
- 1. Shall be in compliance with the intent and purpose of this code.
 - 2. Shall not have the effect of waiving requirements specifically provided for in this code.
 - 3. Shall be enforceable as part of this code.

Sections 104.8 and 104.8.1 of the California Wildland-Urban Interface Code are deleted in their entirety and replaced with the following:

- 104.8 Liability.** Any liability against Riverside County or any officer or employee for damages resulting from the discharge of their duties shall be as provided by law.

Sections 105.2 of the California Wildland-Urban Interface Code is deleted in its entirety and replaced with the following:

- 105.2 Permits Required.** Unless otherwise exempted, buildings or structures regulated by this code shall not be erected, constructed, altered, repaired, moved, removed, converted, demolished or changed in use or occupancy unless a separate permit for each building or structure has first been obtained from the code official.

For buildings or structures erected for temporary uses, see Section A108.3. Where required by the code official, a permit shall be obtained for the following activities, operations, practices or functions within a wildland-urban interface area:

- a. Automobile wrecking yard.
- b. Candles and open flames in assembly areas.
- c. Explosives or blasting agents.
- d. Fireworks.
- e. Flammable or combustible liquids.
- f. Hazardous materials.
- g. Liquefied petroleum gases.
- h. Landscape and fuel modification zones.
- i. Lumberyards.
- j. Motor vehicle fuel-dispensing stations.
- k. Open burning.
- l. Pallet Yards.
- m. Pyrotechnical special effects material.
- n. Tents, canopies and temporary membrane structures.
- o. Tire storage.
- p. Welding and cutting operations.

Section 108.2 of the California Wildland-Urban Interface Code is deleted in its entirety and replaced with the following:

108.2 Schedule of permit fees. Fees for services and permits shall be as set forth in the City of Eastvale fee schedule.

A new Section 108.7 is added to Section 108 of the California Wildland-Urban Interface Code to read as follows:

108.7 Cost recovery. Pursuant to California Health and Safety Code sections 11374.5(b)(1), 13009 et seq., 25259.4, 25515(a), 25540(a), 25541 (a), California Government Code sections 53150 et seq, and all other provisions of law, all costs incurred by the Riverside County Fire Department for the inspection and enforcement of any provision of these Codes, the investigation of any fire, explosion or other hazardous condition, the suppression of fire, the response to a traffic collision or accident, the containment and/or mitigation of a hazardous materials release, and any rescue or rendering of medical or physical aid or assistance, may be charged to any responsible party, any person who violates these Codes or any person who, due to a negligent or unlawful act or omission, is responsible for or requires or causes the emergency response of Riverside County Fire Department. Any expense incurred by the Riverside County Fire Department for such an emergency response shall constitute a debt of such person and shall be collectible by the County in the same manner as in the case of an obligation under contract, express or implied. These provisions shall be applied uniformly against all such persons in violation of a Penal Code, Vehicle Code, Health and

Safety Code or other state law statutory violation; only a county official shall have authority to reduce or cancel the debt obligation arising from the incident.

Section 109.3.7 of the California Wildland-Urban Interface Code is deleted in its entirety and replaced with the following:

109.3.7 Violation and penalties. It shall be unlawful for any person, firm, corporation or association of persons to violate any provision of this code, or to violate the provisions of any permit granted pursuant to this code. Punishments and penalties for violations shall be in accordance with the City of Eastvale ordinances, any applicable fee schedule, and Health and Safety Code Sections 17995 through 17995.5 and Government Code Section 51185.

Section 202, definition of "Fire Chief" in the California Wildland-Urban Interface Code is deleted in its entirety and replaced with the following:

FIRE CHIEF. The Fire Chief of Riverside County or the Fire Chief's designee.

Section 302.1.1 is added to Section 302.1 of the California Wildland-Urban Interface Code to read as follows:

302.1.1 Designation of Fire Hazard Severity Zones. The City Council has adopted the recommendations of the State Fire Marshal made pursuant to Government Code section 51178 and designated those areas within the County as moderate, high, and very high fire hazard severity zones as shown on the Local Responsibility Area Fire Hazard Severity Zones Maps published by the Office of the State Fire Marshal. The Maps have been adopted under Ordinance No. 25-05.

Section 501.1 of the California Wildland-Urban Interface shall be amended as follows:

501.1 Scope. Buildings and structures in a wildland-urban interface area shall be constructed in accordance with the California Building Code and this code. For the purpose of this Chapter, a wildland-urban interface area shall be defined as a geographical area identified by the state as a "Fire Hazard Severity Zone" in accordance with the Public Resources Code Sections 4201 through 4204 and Government Code Sections 51175 through 51189, and other areas designated by the enforcing agency to be at a significant risk from wildfires, and shall include those areas designated by Ordinance 25-05 as moderate, high, and very high fire hazard severity zones based on recommendations from the State Fire Marshal pursuant to Government Code Section 51178.

Exceptions:

1. Group U accessory structures not exceeding 120 square feet (11 m²) in floor area where located not less than 50 feet (15 240 mm) from applicable buildings.

2. Group U agricultural buildings not less than 50 feet (15 240 mm) from applicable buildings.

Section 602.1 of the California Wildland-Urban Interface Code is amended as follows:

602.1 General. A fire protection plan shall be submitted to the Fire Code Official for any proposed subdivision of land or building project. The fire protection plan shall be prepared to determine the acceptability of fire protection and life safety measures designed to mitigate wildfire hazards presented for the property under consideration. The fire protection plan shall be prepared by a registered design professional, qualified landscape architect, qualified fire safety specialist or similar specialist acceptable to the code official and shall analyze the wildfire risk of the building, project, premises or region to recommend necessary changes. Submittal of a preliminary fire protection plan shall be required prior to the submission of a final fire protection plan.

Exception: A single-family dwelling (Group R-3 Occupancy) when located on an existing legal parcel.

Section 602.3.2 of the California Wildland-Urban Interface Code is amended as follows:

602.3.2 Final Fire Protection Plan. Final fire protection plan shall include items listed in Section 602.3.1 and the following:

1. A map identifying all proposed plants in the fuel modification zones with a legend that includes a symbol for each proposed plant species. The plan shall include specific information on each species proposed, including but not limited to:
 - 1.2 The plant life-form;
 - 1.2 The scientific and common name; and
 - 1.3 The expected height and width for mature growth.
2. Identification of irrigated and non-irrigated zones.
3. Requirements for vegetation reduction around emergency access and evacuation routes.
4. Identification of existing vegetation proposed to remain.
5. Identification of points of access for equipment and personnel to maintain vegetation in common areas.
6. Methods and timetables for controlling, changing, or modifying areas on the property.
7. Legally binding statements regarding community responsibility for maintenance of fuel modification zones.
8. Legally binding statements to be included in covenants, conditions and restrictions regarding property owner responsibilities for vegetation maintenance.

Section 603.1 of the California Wildland-Urban Interface Code is amended as follows:

603.1 General. Planting of vegetation for new and replacement landscaping shall be selected to reduce vegetation in proximity to a structure and to maintain vegetation as it matures.

Section 603.3 of the California Wildland-Urban Interface Code is amended as follows:

603.3 Landscape and Fuel Modification plans. Landscape and Fuel Modification plans shall be submitted for any project located in a WUI area. The landscape and Fuel Modification plan shall include development and maintenance requirements for the vegetation management zone adjacent to structures and roadways, and to provide significant fire hazard reduction benefits for public and firefighting safety.

Section 603.3.1 of the California Wildland-Urban Interface Code is amended as follows:

603.3.1 Contents. Landscape plans shall contain the following:

1. Delineation of the 5-foot (1524 mm) (Zone 0), 30-foot (9144 mm) (Zone 1) and 100-foot (30 480 mm) (Zone 2) fuel management zones from all structures.
2. Identification of existing vegetation to remain and proposed new vegetation.
3. Identification of irrigated areas.
4. A plant legend with both botanical and common names, and identification of all plant material symbols.
5. Identification of ground coverings within the 30-foot (9144 mm) zone.

Section 604.1 of the California Wildland-Urban Interface Code is amended as follows:

604.1 General. Vegetation and fuels shall be managed to reduce the severity of potential exterior wildfire exposure to buildings and to reduce the risk of fire spreading to buildings as required by applicable laws and regulations.

Section 604.3 of the California Wildland-Urban Interface Code is amended as follows:

604.3 Requirements. Vegetation and fuels around all buildings and structures shall be maintained in accordance with the following laws and regulations:

1. Public Resources Code, Section 4291.
2. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 3, Article 3, Section 1299.03.
3. California Government Code, Section 51182.
4. California Code of Regulations, Title 19, Division 1, Chapter 7, Subchapter 1, Section 3.07.
5. The requirements of Section 2, Appendix A of this ordinance and Riverside County Fire Department Guidelines.

Section 604.3.1 is added to Section 604.3 of the California Wildland-Urban Interface Code to read as follows:

604.3.1 Retroactivity. When required by the Fire Code Official, or State Law, existing Defensible Space/Fuel Modification Zones (FMZ) shall require retrofitting, including thinning and/or removal of plants, trees, and vegetation, to meet this Code or State Law. Upon notification by the Fire Code Official, and when approved, work to bring an existing Defensible Space and FMZ into compliance with this Code, may be done over a two to four (2-4) year period as determined by the Fire Code Official. A compliance plan prepared by the property owner may be requested for review and approval by the Fire Code Official.

Section 604.6 is added to the California Wildland-Urban Interface Code to read as follows:

604.6 Clearance of brush, vegetative growth, and combustible material from improved parcels. All improved parcels declared a Public Nuisance shall be cleared entirely of combustible material. If the Fire Code Official determines this impractical, the provisions of Section 2, Section 604.7 may be used.

Section 604.7 is added to the California Wildland-Urban Interface Code to read as follows:

604.7 Clearance of fuels or vegetative growth from structures. Clearance of fuels and vegetative growth from structures shall be per sections 604.7.1 through 604.7.4 of this code.

Section 604.7.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.7.1 Structures. Any person owning, leasing, controlling, operating, or maintaining any Building or structure in, upon, or adjoining any FHSZ, governed by this section, and any person owning, leasing, or controlling any land adjacent to such Buildings, shall at all times maintain around and adjacent to such Building, an effective firebreak made by removing and clearing away, all combustible material on their property for a distance not less than 100 feet from all portions of the Building.
Distances may be increased by the Fire Code Official due to a site-specific analysis based on local conditions and when required, based on a Fire Protection Plan. This section shall not apply to single specimens or stands of protected species of trees, Ornamental Landscape or similar plants used in landscaping and ground covers, that are well-pruned, maintained, and spaced, and do not form a means of rapidly transmitting fire from other nearby vegetation to a structure or from a structure to other nearby vegetation or to interrupt the advance of embers toward a structure.

Section 604.7.2 is added to the California Wildland-Urban Interface Code to read as follows:

604.7.2 Timing for New Buildings and additions to Existing Buildings. The provisions of Section 2, Section 604.7 shall be completed prior to vertical construction of any New Building or addition to an Existing Building.

Section 604.7.3 is added to the California Wildland-Urban Interface Code to read as follows:

604.7.3 Photovoltaic Systems. The clearance requirements around freestanding photovoltaic systems and equipment shall comply with the following:

1. A minimum 10-foot clearance for clusters of panels not exceeding 1,500 square feet of combined panel area.
2. A minimum of 30-foot clearance for clusters of panels greater than 1,500 square feet of combined panel area.
3. Clusters shall be separated by a minimum of 20 feet.
4. Panels and clusters shall be not located within 30 feet of any Building subject to clearance requirements of Section 2, Section 604 unless the clearance requirements of Section 2, Section 604 are provided as measured from the perimeter of the panel or cluster.

Section 604.8 is added to the California Wildland-Urban Interface Code to read as follows:

604.8 Defensible Space clearance zones and requirements. The required 100-foot Defensible Space clearance is identified in three (3) distinct zones: Zone 0, 1, and 2.

Section 604.8.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.1 Requirements. Defensible Space shall be in accordance with the requirements of Appendix A of this code, Riverside County Fire Department Guidelines and the specific requirements for each zone listed in Section 2, Sections 604.8.2 through 604.8.5.

Section 604.8.2 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.2 Zone 0 purpose and location. Zone 0 reduces the likelihood of structure ignition by reducing the potential for direct ignition of the structure from flame contact, by embers that accumulate at the base of a wall, and/or indirect ignitions when embers ignite vegetation, vegetative debris, or other combustible materials located close to the structure that result in either a radiant heat and/or a direct flame contact exposure to the structure.

Zone 0 is the horizontal area within the first five (5) feet around the structure, including stairs, balconies, attached or adjacent decks, and outbuildings. Zone 0 is measured from the edge of a structure, attached or adjacent decks, patio covers, balconies, and floor projections above-grade. Zone 0 also includes the area on the roof of a building, and underneath and on top of attached decks, patio covers, balconies, and stair landings.

Advisory Notice: Riverside County Fire Department has local Zone 0 requirements currently in effect for new Buildings and additions to existing Buildings. New State regulations for Zone 0 are currently under development by the State Board of Forestry and Fire Protection. Any State regulation more restrictive than this ordinance shall apply. This may require thinning and/or removal of plants, trees, and vegetation to meet State Law and regulations.

Section 604.8.2.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.2.1 Non-Combustible Zone 0 for New Buildings, additions to Existing Buildings, and new or replacement landscape. Fuels, including Combustible Materials and vegetation, are prohibited in Zone 0 for all New Buildings, additions to Existing Buildings, installation of new landscape, and refurbishment of existing landscape areas. The application date of Section 2, Section 604.8.2.1 shall be the later application date when any of the following occur:

1. Fire Department Clearance for a New Building or addition to an Existing Building.
2. Building permit for a New Building or addition to an Existing Building.
3. Landscape plans submitted for Riverside County Fire Department review.
4. Replacement of landscape when landscape plans are not required.

Section 604.8.2.2 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.2.2 Additional requirements in Zone 0.

1. New and existing tree canopies are prohibited within 10 feet of New Buildings, including the addition portion to Existing Buildings.
Exception: Existing protected oak trees shall be trimmed to provide a minimum 5-foot clearance above the roof and 5 feet to the side of any New Building, or the addition portion to an Existing Building.
2. Landscaped roofs are prohibited.
3. Vegetation underneath decks is prohibited.
4. Other Combustible Materials underneath any deck, not part of the deck structure itself, shall be removed.
5. Artificial or synthetic grass is prohibited within Zone 0.
6. Vines and climbing plants are not allowed on structures, including decks, patio/shade structures, and any fences within 5 feet of a Building.
7. Combustible mulch and wood chips are prohibited.
8. Firewood is prohibited.
9. All fencing and gates shall be non-combustible. See Article 4, Section 604.11.

Section 604.8.2.3 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.2.3 Zone 0 requirements for Existing Buildings.

Section 604.8.2.3.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.2.3.1 Zone 0 restrictions. The following requirements apply within Zone 0 for all Existing Buildings with landscape installed prior to January 1, 2026:

1. No combustible landscape mulch or wood chips.
2. No firewood.
3. No vegetation underneath decks.

4. Other Combustible Materials underneath any deck, not part of the deck structure itself, shall be removed.
5. Roofs and gutters on Buildings shall be maintained free of any leaves, needles, or other vegetative Combustible Materials.
6. The vertical clearance distance for trees and vegetation above any roof shall be not less than 3 feet.
7. A minimum 3-foot clearance of trees and vegetation shall be provided to the side and above any eave or roof projection from the exterior wall of a Building. A minimum 3-foot clearance of trees and vegetation shall be provided below any eave or roof projection. This requirement also applies to any patio cover or other Building projections.
8. New trees are not allowed.
9. New or replacement landscaping shall comply with Section 2, Sections 604.8.1, 604.8.2.1, and 604.8.2.2.

Section 604.8.3 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.3 Zone 1 purpose and location. Zone 1 reduces the likelihood of fire burning directly to the structure. This is accomplished by modifying Fuels and creating a discontinuity between planting groups that limits the pathways for fire to burn to the structure and reduces the potential for near-to-building ember generation and radiant heat exposures. An additional purpose of this zone is to provide a defensible area for fire personnel to stage and take direct action. Zone 1 is the area within 5-30 feet of structures and decks, with slopes not greater than 20 percent; 5-50 feet from Buildings and decks, when slopes are greater than 20 percent.

Section 604.8.3.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.3.1 Requirements and allowable items. This is a minimal planting zone which includes very limited trees of a fire-smart type with additional spacing provided. Plants and other vegetation shall be in accordance with Appendix A of this code and Riverside County Fire Department Guidelines.

Section 604.8.4 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.4 Zone 2 purpose and location. Zone 2 is designed to reduce the potential behavior of an oncoming fire in such a way as to drop an approaching fire from the crown of trees to the ground, reducing the flame heights, and the potential for ember generation and radiant heat exposure to structures. Additional benefits of the Zone 2 include facilitating direct defense actions and improving the function of Zones 0 and 1. Zone 2 is the area from the outer edge of Zone 1 to 100 feet from structures and decks.

Section 604.8.4.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.4.1 Requirements and allowable items. Plants and other vegetation shall be in accordance with Appendix A of this code and Riverside County Fire Department Guidelines.

Section 604.8.4.2 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.4.2 Spacing. Spacing of vegetation and trees at the outer edge of Zone 2 shall be based upon the height of the vegetation within Zone 2 or the adjacent area beyond the 100-foot zone, whichever provides for the greater spacing. This may require clearance outside the 100-foot zone or setting back vegetation and trees within Zone 2 away from the 100-foot line.

Section 604.8.5 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5 General requirements for Zone 0, 1, and 2.

Section 604.8.5.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.1 Dead and dying vegetation. All dead or dying grass, plants, shrubs, trees, branches, leaves, weeds, and tree needles shall be removed.

Section 604.8.5.2 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.2 Mulch and wood chips within Zones 1 and 2. Use of combustible Mulch and wood chips shall be in accordance with the requirements Riverside County Fire Department Guidelines.

Section 604.8.5.3 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.3 Firewood. See Section 2, Section 607.

Section 604.8.5.4 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.4 Clearance from chimney, stovepipe. Any portion of a tree or shrub that extends within 10 feet horizontally or vertically of a chimney outlet or stovepipe outlet shall be removed.

Section 604.8.5.5 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.5 Trees. New trees shall be planted and maintained so that the tree's drip line at maturity is a minimum of 10 feet from any combustible structure.

Section 604.8.5.5.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.5.1 Tree spacing. The horizontal distance between crowns of new trees and crowns of adjacent trees shall not be less than 20 feet in Zone 1 and not less than 10 feet in Zone 2. Separation distance may be increased for slopes exceeding 20 percent. Required spacing is measured between trees at maturity.

Section 604.8.5.5.2 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.5.2 Ground clearance of trees. Trees exceeding 6 feet in height shall be limbed up from the ground 6 feet or 1/3 the height of the tree, whichever is less.

Exception: Fruit trees when approved by the Fire Code Official.

Section 604.8.5.5.3 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.5.3 Ground cover under tree canopy. When approved ground cover and shrubs are located underneath trees, the vertical clearance to the lowest branch of the tree canopy shall not be less than three times the height of the ground cover or shrub under or adjacent to the tree. The horizontal clearance shall be 3 feet from the trunk of the tree.

Section 604.8.5.6 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.6 Continuous tree canopies.

Section 604.8.5.6.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.6.1 New Structures. Continuous tree canopies are not allowed. Tree spacing shall be in accordance with Riverside County Fire Department...

Section 604.8.5.6.2 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.6.2 Existing Structures. Continuous tree canopies may be allowed as determined by the Fire Code Official but will require the complete removal of any understory and smaller trees to meet requirements for a shaded fuel zone. Any remaining trees shall be limbed up a minimum of 12 feet from the ground or 1/3 the tree height, whichever is less. The intent is to not allow a crown (canopy) fire to spread unchecked to a structure and to bring any crown fire down to the ground level prior to Zone 1.

Section 604.8.5.7 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.7 Grasses. Natural or annual grasses shall be mowed to a maximum height of 4-inch stubble with clippings removed.

Section 604.9 is added to the California Wildland-Urban Interface Code to read as follows:

604.9 Fire protection equipment and utilities. The clearance requirements of Section 2, Sections 604.7 and 604.8 shall apply to communication site towers and their support Buildings; required fire protection water supplies, including water tanks, water supply pumps, and pump houses; and any other utility Structure as required by the Fire Code Official. The Fire Code Official may consider a reduced distance, not less than 30 feet, for communication site towers, water tanks, and Structures with no interior space, based upon a site risk assessment. Also see Section 2, Appendix A.

Section 604.10 is added to the California Wildland-Urban Interface Code to read as follows:

604.10 Planting vegetation under or adjacent to energized electrical lines. No vegetation shall be planted under or adjacent to energized power lines that, at maturity, will grow within 10 feet of the energized conductors.

Section 604.11 is added to the California Wildland-Urban Interface Code to read as follows:

604.11 Fencing.

Section 604.11.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.11.1 Scope. This section only applies to fences, including gates within the fencing, within 5 feet of Building(s), including Decks, (Zone 0) that are in an applicable Fire Hazard Severity Zone req by Chapter 6 of this code.

Section 604.11.2 is added to the California Wildland-Urban Interface Code to read as follows:

604.11.2 New fencing. New fencing and gates shall be constructed of a non-combustible material.

Section 604.11.3 is added to the California Wildland-Urban Interface Code to read as follows:

604.11.3 Existing fencing. Fencing installed prior to January 1, 2026, may remain.
Exception: The entire fencing not parallel and within 5 feet of the Building, including gates within the fencing, shall be constructed of a non-combustible material when any portion of the existing fencing within 5 feet is being replaced. Fencing beyond 5 feet from the Building is not required to be replaced with non-combustible material.

Section 607.1 of the California Wildland-Urban Interface Code is amended to read as follows:

607.1 General. Firewood and combustible materials shall not be stored in unenclosed spaces beneath Buildings or Structures, or on Decks or under eaves, canopies, or other projections or overhangs. Firewood piles shall be located 30 feet (9144 mm) or more from structures unless completely covered by a fire-resistant material. Exposed wood piles located within the defensible space shall have a minimum clearance of 10 feet (3048 mm) down to bare mineral soil in all directions. Firewood shall not be stored within Zone 0.

Section 607.1.1 of the California Wildland-Urban Interface Code is amended to read as follows:

607.1.1 Combustible Materials. Combustible Materials, other than vegetation, stored within Zones 1 and 2 shall not be stored so as to pose a hazard to any Building. Piles shall not exceed 100 square feet of area and a maximum height of 10 feet. Piles shall be separated by a minimum of 20-foot clear area.

Section 607.2 of the California Wildland-Urban Interface Code is amended to read as follows:

607.2 Storage for off-site use. Firewood and Combustible Materials not for consumption on the premises shall not be stored within Zones 0, 1, and 2. See Section 2, Appendix A for storage requirements.

Section 608.1.1 is added to the California Wildland-Urban Interface Code to read as follows:

608.1.1 Restricted development setbacks. New Structures and additions to existing Structures shall not be constructed less than 100 feet from any protected habitat, whether on the same or adjacent Parcels, where the 100-foot Defensible Space required under Section 2, Section 604.7 cannot be provided, unless an alternate method of construction and protection is provided that can ensure the safety of the Structure and emergency responders as approved by the Fire Code Official. Protected habitat includes lands restricted from brush clearance or modification due to Federal or State listed endangered species. Protected habitat does not include sensitive habitat areas.

Section 608.2 of the California Wildland-Urban Interface Code is amended to read as follows:

608.2 General. All parcels shall provide a minimum 30-foot (9144 mm) setback for all buildings from property lines and the center of a road, except as provided for in Section 2, Section 608.2.1. [CCR T14 §1276.00(a)] This section applies to new Tract and Parcel maps, new Buildings, and additions to Existing Buildings.

Section 608.2.1 of the California Wildland-Urban Interface Code is amended to read as follows:

608.2.1 Setback reduction. A reduction in the minimum setback shall be based upon practical reasons, which may include but are not limited to, parcel dimensions or size; topographic limitations; Development density requirements or other Development patterns that promote low-carbon emission outcomes; sensitive habitat or other site constraints, and shall provide for an alternative method to reduce structure-to-structure ignition by incorporating a combination of features such as, but not limited to:

1. Non-combustible block walls or fences; or
2. Non-combustible material extending 5 feet (1524 mm) horizontally from the furthest extent of the building; or
3. Hardscape landscaping; or

4. A reduction of exposed windows on the side of the structure with setback less than 30 feet (9144 mm). [CCR T14 §1276.01]

Section 609.2.7.1 is added to the California Wildland-Urban Interface Code to read as follows:

609.2.7.1 Greenbelts. Subdivisions and other developments, which propose Greenbelts as a part of the development plan, shall locate the Greenbelts strategically, as a separation between wildland fuels and Structures. The locations shall be approved by the inspection authority.

Section 609.2.7.2 is added to the California Wildland-Urban Interface Code to read as follows:

609.2.7.2 Access to Greenbelts. A minimum of one (1) access point shall be provided to new Greenbelts at an approved location to allow for on-going maintenance and firefighter access. Additional access points shall be provided when required by the Fire Code Official.

Section A102.1 of the California Wildland-Urban Interface Code is amended to read as follows:

A102.1 General. Vegetation control shall comply with Section 2, Sections A102.2 through A102.4 and with Section 2, Chapter 6.

Section A105.1 of the California Wildland-Urban Interface Code is amended to read as follows:

A105.1 General. In addition to the requirements of the California Fire Code, Section 110.20 and Section 2, Chapter 6, storage and use of the materials shall be in accordance with Section 2, Sections A105.2 through A105.4.2.

Section A105.4 of the California Wildland-Urban Interface Code is amended to read as follows:

A105.4 Combustible Materials. Outside storage of Combustible Materials such as, but not limited to, wood, rubber tires, building materials, or paper products shall comply with the other applicable sections of this Ordinance and this section. Storage of pallets shall be in accordance with Section 110.20, Section 2810. Storage and processing of wood chips, hogged materials, fines, Compost, Compostable Material, Mulch, solid biomass, raw product, and combustible yard waste and recycle material shall be in accordance with Section 110.20, Section 2808.”

SECTION 14. Severability. If any chapter, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each Chapter, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more Sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 15. Effective Date. This ordinance shall take effect on January 1, 2026.

SECTION 16. City Clerk Action. The City Clerk is authorized and directed to cause this Ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Chapter 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and pasting procedure authorized under Government Code Chapter 39633(c).

PASSED, APPROVED AND ORDAINED this __ day of _____, 2025.

Michael McMinn
Mayor

APPROVED AS TO FORM:

ATTEST:

Erica L. Vega
City Attorney

Marc A. Donohue, MMC
City Clerk/Communications Director

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

I, Marc A. Donohue, City Clerk/Communications Director of the City of Eastvale, California, do hereby certify that the foregoing Ordinance No. 25-__, was introduced at a regular meeting of the City Council of the City of Eastvale held on the __ day of _____, 2025, and was passed by the City Council of the City of Eastvale at a regular meeting held on the __ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Marc A. Donohue, MMC
City Clerk/Communications Director

Exhibit A

Fire Code Amendments

2025 CODE SECTION	TITLE/SUBJECT	FINDINGS I, II, III
101.4	Severability	Administrative
102.5	Application of the residential code	I, II & III
102.13.1	Application of the California Wildland-Urban Interface Code	Administrative
104.1.1	Authority of the Fire Chief and Fire Department	Administrative
104.2	Determination of Compliance	Administrative
104.8 and 104.8.1	Liability	Administrative
104.12	Authority of the Fire Chief to close hazardous fire areas	Administrative
108.2	Fees	Administrative
108.7	Cost Recovery	Administrative
112.1	Board of Appeals established	Administrative
113.4	Violation and Penalties	Administrative
202	Fire Chief	Administrative
308.1.7	Sky Lanterns and similar devices	I, II & III
503.1.2.1	Remoteness	I, II, & III
503.2.1	Dimensions	Administrative
503.2.2	Authority	Administrative
503.6.1	Automatic opener	Administrative
503.7	Loading areas and passenger drop-offs	Administrative
507.5.7	Fire hydrant size and outlets	I & III
507.5.8	Fire hydrant street marker	I, II & III
508.1	Fire command center – General	I, II & III
508.1.1	Fire command center – Location and access	I, II & III
508.1.3	Fire command center - Size	I, II & III
509.2.1	Minimum clearances	I & III
608.11.1.2	Manual operation	II & III
903.2	Where required (automatic sprinkler systems)	I, II & III
903.3.5.3	Hydraulically calculated systems	I & II
904.2.2.1	Activation of the Fire Alarm System	I, II & III
3206.4.2	General Fire Protection and Life Safety Features	Administrative
4107	Mobile Food Preparation Vehicles	I, II & III
4107.1	Mobile Food Preparation Vehicles - General	I, II & III
4107.2	Maintenance	I, II & III
4107.2.1	Exhaust system	I, II & III
4107.2.2	Fire protection systems and devices	I, II & III
4107.2.3	Fuel gas systems	I, II & III
5608.2	Fallout Area	I, II & III
B103.2.1	Wildland-Urban Interface Area Subdivisions	I, II & III
Table B105.2	Buildings other than one- or two-family dwellings	I, II & III
C103.1	Fire hydrant location	I, II & III

Exhibit B

Wildland-Urban Interface Code Amendments

2025 CWUIC CODE SECTION	TITLE/SUBJECT	FINDINGS I, II, III
102.4.1.1	Application of the California Wildland-Urban Interface Code	Administrative
104.1.1	Authority of the Fire Chief and Fire Department	Administrative
104.2	Determination of Compliance	Administrative
104.8 and 104.8.1	Liability	Administrative
105.2	Permits Required	Administrative
108.2	Schedule of Permit fees	Administrative
108.7	Cost Recovery	Administrative
109.3.7	Violation and Penalties	Administrative
202	Fire Chief	Administrative
302.1.1	Designation of Fire Hazard Severity Zones.	Administrative
501.1	Scope	I, II, & III
602.1	General	I, II, & III
602.3.2	Final Fire Protection Plan	I, II, & III
603.1	General	I, II, & III
603.3	Landscape and Fuel Modification plans	I, II, & III
603.3.1	Contents	I, II, & III
604.1	General	I, II, & III
604.3	Requirements	I, II, & III
604.3.1	Retroactivity	I, II, & III
604.6	Clearance of brush, vegetative growth, and combustible material from improved parcels	I, II, & III
604.7	Clearance of fuels or vegetative growth from structures	I, II, & III
604.7.1	Structures	I, II, & III
604.7.2	Timing for New Buildings and additions to Existing Buildings	I, II, & III
604.7.3	Photovoltaic Systems	I, II, & III
604.8	Defensible Space clearance zones and requirements	I, II, & III
604.8.1	Requirements	I, II, & III
604.8.2	Zone 0 purpose and location	I, II, & III
604.8.2.1	Non-Combustible Zone 0 for New Buildings, additions to Existing Buildings, and new or replacement landscape	I, II, & III
604.8.2.2	Additional requirements in Zone 0	I, II, & III
604.8.2.3	Zone 0 requirements for Existing Buildings	I, II, & III
604.8.2.3.1	Zone 0 restrictions	I, II, & III
604.8.3	Zone 1 purpose and location	I, II, & III
604.8.3.1	Requirements and allowable items	I, II, & III
604.8.4	Zone 2 purpose and location	I, II, & III
604.8.4.1	Requirements and allowable items	I, II, & III
604.8.4.2	Spacing	I, II, & III
604.8.5	General requirements for Zone 0, 1, and 2	I, II, & III

2025 CWUIC CODE SECTION	TITLE/SUBJECT	FINDINGS I, II, III
604.8.5.1	Dead and dying vegetation	I, II, & III
604.8.5.2	Mulch and wood chips within Zones 1 and 2	I, II, & III
604.8.5.3	Firewood	I, II, & III
604.8.5.4	Clearance from chimney, stovepipe	I, II, & III
604.8.5.5	Trees	I, II, & III
604.8.5.5.1	Tree spacing	I, II, & III
604.8.5.5.2	Ground clearance of trees	I, II, & III
604.8.5.5.3	Ground cover under tree canopy	I, II, & III
604.8.5.6	Continuous tree canopies	I, II, & III
604.8.5.6.1	New Structures	I, II, & III
604.8.5.6.2	Existing Structures	I, II, & III
604.8.5.7	Grasses	I, II, & III
604.9	Fire protection equipment and utilities	I, II, & III
604.10	Planting vegetation under or adjacent to energized electrical lines	I, II, & III
604.11	Fencing	I, II, & III
604.11.1	Scope	I, II, & III
604.11.2	New Fencing	I, II, & III
604.11.3	Existing Fencing	I, II, & III
607.1	General	I, II, & III
607.1.1	Combustible Materials	I, II, & III
607.2	Storage for off-site use	I, II, & III
608.1.1	Restricted development setbacks	I, II, & III
608.2	General	I, II, & III
608.2.1	Setback reduction	I, II, & III
609.2.7.1	Greenbelts	I, II, & III
609.2.7.2	Access to Greenbelts	I, II, & III
A102.1	General	I, II, & III
A105.1	General	I, II, & III
A105.4	Combustible Materials	I, II, & III



AGENDA STAFF REPORT

City Council Meeting

CONSENT CALENDAR

Agenda Item No. 11.5

October 7, 2025

Agreement with Feeding America Riverside - San Bernardino For Edible Food Recovery Services

Prepared By:

Simone Blackwell, Environmental Compliance Analyst

Recommended Action(s)

Staff recommends that the City Council authorize the City Manager to execute an agreement with Feeding America Riverside-San Bernardino to provide edible food recovery services for City-sponsored events.

Summary

Senate Bill (SB) 1383 requires that large events operated by a local agency with 2,000 or more daily attendees establish an agreement with an edible food recovery organization. To ensure City events are compliant with this requirement, staff recommends entering into an agreement with Feeding America Riverside and San Bernardino. This partnership will provide the City with access to a regional network of food recovery organizations and will ensure that surplus edible food generated at City events is safely recovered and donated.

Background

The City of Eastvale organizes several large community events annually that are subject to the edible food recovery requirements established under Senate Bill (SB) 1383. Pursuant to SB 1383, large events with 2,000 or more attendees per day that charge an admission fee or are operated by a local agency are designated as Tier 2 Commercial Edible Food Generators. These events are therefore required to establish an agreement with a qualified food recovery organization or service to ensure that surplus edible food is recovered and donated rather than discarded.

In order to comply with these state mandates, staff is proposing a partnership agreement with
12363 Limonite Avenue | Suite 910 | Eastvale, CA 91752
951.361.0900 | eastvaleca.gov

Feeding America Riverside-San Bernardino. Feeding America is a nationally recognized food recovery and hunger relief organization with an extensive local network of community partners. Through this partnership, the City will have access to multiple local food recovery organizations that operate under Feeding America's umbrella. This ensures that edible food generated at City events can be recovered safely, efficiently, and redirected to local residents and nearby communities in need.

The partnership not only brings the City into compliance with SB 1383 regulations but also supports broader community sustainability and food security goals by reducing food waste and strengthening local food recovery networks.

Environmental

Not applicable.

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

Not applicable.

Fiscal Impact

There is no fiscal impact.

Prior City Council/Commission Action

There are no prior city council or commission actions.

Attachment(s)

[Attachment 1 - Edible Food Recovery Agreement - Feeding America Riverside San Bernardino](#)

**AGREEMENT BETWEEN THE CITY OF EASTVALE AND
FEEDING AMERICA RIVERSIDE AND
SAN BERNARDINO FOR FOOD DONATION**

This Food Donation Recipient Agreement (the "Agreement"), entered into as of October 8, 2015 (the "Effective Date"), is by and between The City of Eastvale ("City"), Feeding America Riverside and San Bernardino ("Recipient") and its authorized "Agency Partners" (Exhibit A).

RECITALS

A. WHEREAS, City desires to make donations to the Recipient from time to time of prepared and unprepared surplus food items (the "Donations");

B. WHEREAS, City intends to make the Donations under the terms and conditions of 42 USC § 1791, also known as the "Bill Emerson Good Samaritan Food Donation Act of 1996", and California Health & Safety Code § 114432 – 114435 and Civil Code § 1714.25, also known as the "California Good Samaritan Food Donation Law," as such laws may be amended from time to time, (collectively, the "Act"); and

C. WHEREAS, City also intends to make Donations of food items not covered by the Act and Recipient desires to accept such Donations; and

D. WHEREAS, the Recipient desires to receive the Donations, subject to the terms and conditions of the Act and this Agreement.

AGREEMENT

NOW, THEREFORE, the parties hereto, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows.

1. Donations.

a. The Recipient hereby agrees and acknowledges that all Donations received from the City from time to time, if any, will be governed by the terms and conditions of this Agreement. The Recipient further acknowledges that the City has no obligation to make any minimum amount of Donations to the Recipient.

b. The Recipient agrees and acknowledges that the Donations are provided by the City in good faith, and the City does not require anything of monetary value, nor any expectation thereof in the future, from the Recipient in exchange for a Donation.

c. The Recipient agrees and acknowledges that the Donations will ultimately and exclusively be used for or distributed to individuals in need in a manner

related to the Recipient's tax exempt purpose, and the Recipient will not sell, trade, return, refund, transfer for money, other property, or services, or otherwise attempt to profit from the Donations.

d. The Recipient agrees to provide the City with a validly issued and executed receipt upon acceptance of each Donation and shall execute and deliver such additional documents, signatures, instruments, and assurances and take such further actions as may be reasonably required by the City with respect to the Donations, including, but not limited to, a duly completed and validly executed IRS Form 8283 (Noncash Charitable Contributions) on an annual basis.

e. The Recipient acknowledges, understands and agrees that some Donations offered by City may not be eligible for protection under the Act and that by accepting such Donations Recipient is assuming all risk associated with the distribution of such Donations. The City shall not be liable to Recipient, or to any person to whom Recipient distributes Donations, in any way related to the Donations.

2. Status of the Recipient.

a. The Recipient is a "nonprofit organization," as such term is defined by the Act, as it is an entity that incorporated or unincorporated entity that (i) is operating for religious, charitable, or educational purposes; and (ii) does not provide net earnings to, or operate in any other manner that inures to the benefit of, any officer, employee, or shareholder of the entity.

b. The Recipient was duly organized and operates exclusively for the exempt purposes set forth in Section 501(c)(3) of the Internal Revenue Code (the "Code"). The Recipient is currently eligible to receive tax-deductible contributions pursuant to Section 501(c)(3) of the Code and has taken no action that would jeopardize its status as a valid Section 501(c)(3) organization. The Recipient shall provide the City any documentation or other information that the City may reasonably request to verify its status as a valid Section 501(c)(3) organization and shall immediately inform the City if its status as a valid Section 501(c)(3) organization is suspended or terminated.

3. Recalls. In the event the Donations, or any part thereof, are subject to a food recall, the Recipient hereby agrees to immediately destroy all items subject to such recall appropriately. If the City learns of such a recall, it will use reasonable efforts to inform the Recipient of such recall using the contact information provided by the Recipient below.

4. Storage and Handling. The Recipient agrees that the contents of the Donations will be stored and handled appropriately in accordance with applicable law,

manufacturers' specifications, and proper food handling best practices, and its personnel are trained in safe handling and storage of donated foods.

5. Indemnification. In consideration of the Donations, the Recipient agrees to indemnify, defend, and hold harmless the City and its officers, directors, employees, agents, affiliates, attorneys, successors and permitted assigns against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees (collectively, the "Losses"), that are incurred by the City arising out of any third-party claim relating to the Donations, including, but not limited to food recall and other food safety issues, negative reputation effects, and any other legal and/or medical liabilities, including an injury to or death of an ultimate user or recipient, resulting from the Donations, whether or not such claim arises from any alleged act or negligence of the City or its related parties; provided, however, that the Recipient's indemnification obligations hereunder shall not apply to Losses arising from the gross negligence or intentional misconduct of the City.

6. Term and Termination. The term of this Agreement shall be two years from the Effective Date and shall automatically renew for successive two year terms unless either party provides written notice of termination within 10 days of the then current term. Notwithstanding the foregoing, either party may immediately terminate the Agreement for any or no reason upon written notice to the other party.

7. Entire Agreement; Amendments. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

8. Assignment. The Recipient may not assign this Agreement or any part thereof without the prior written consent of the City.

9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

The parties, intending to be legally bound, have executed this Agreement as of the Effective Date.

EXHIBIT "A"
AGENCY PARTNERS

The Food Bank oversees a network of Agency Partners that are authorized to pickup from Donor on their behalf. The Food Bank holds separate Agency Partner agreements inclusive of the following eligibility and documentation. For more details on the Food Bank and Agency Partner agreement please refer to the local food bank.

- All Agencies receiving donated Products must be a 501(c)(3) organization, wholly-owned by a 501(c)(3) organization or a Church
- Must be incorporated for the purpose of serving the ill, needy, or infants or be a Church, and place emphasis on serving needy clients;
- Must distribute donated Product free of charge for use by the ill, needy, or infants limited to distribution and use in the United States and Puerto Rico. May not sell or use donated Product in exchange for money, other property, or services.
- Must keep records which accurately reflect the total amount of Product received;
- Must ensure the safe and proper handling of the donated Product, which conforms to all local, state and Federal regulations;
- Agencies will not engage in discrimination in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity or expression, unfavorable discharge from the military or status as a protected veteran;
- The Agency will allow the Food Bank to monitor the Agency regularly;

The Agency Partners that are authorized to pickup on behalf of the Food Bank in relation to the Donor include:

List of Agencies including:

Agency Name	Address	Contact Name	Email
Arlington Temporary Services	10495 Arlington Ave Suite#1, Riverside, CA 92505	Ofelia Sanchez	ata1917@gmail.com
Mary's Mercy Center	641 Roberds Ave N, San Bernardino, CA 92411	Marsha Olguin-Romero	marsharomero@msn.com; mmcinc@msn.com
HOPE	506 W Minthorn St,	Brett Masters	brett@dreamcenterle.org

	Lake Elsinore, CA 92530		
The Salvation Army Riverside	3695 1st St, Riverside, CA 92501	David Aviles	David.Aviles@usw.salvationarmy.org
Isaiah's Rock	13031 7th St, Chino, CA 91710	Eddie King	kingls92@aol.com; dublin1923@aol.com
Inland Vineyard Christian Fellowship	935 McKinley St, Corona, CA 92879	Mailyd Nunez	mannahouse@inlandvineyard.org
Reaching the Unreachables	7950 Cherry Ave, Fontana, CA 92336	Ralph Herrera	ralphbherrera@msn.com

City of Eastvale

Feeding America Riverside – San Bernardino

Mark Orme, City Manager

Jose Ruiz, Food Sourcing Coordinator

ATTEST:

Marc Donohue, City Clerk

APPROVED AS TO FORM:

Erica Vega, City Attorney