CITY OF EASTVALE

REGULAR CITY COUNCIL MEETING AGENDA

Eastvale City Hall Council Chambers
12363 Limonite Avenue, Suite 900, Eastvale, CA 91752
Closed Session Meeting: 5:30 PM
Regular City Council Meeting: 6:30 PM
Wednesday, August 12, 2026

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

Mark Orme, City Manager
Erica Vega, City Attorney
Marc Donohue, 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.

REMOTE PARTICIPATION INFORMATION
Zoom Meeting Link: https://zoom.us/j/94121959757
Meeting ID: 941 2195 9757
One tap mobile:
+16699006833,,94121959757# US (San Jose)
+16694449171,,94121959757# US

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). Members of the public who wish to speak remotely should follow the instructions provided in the Zoom meeting and/or announced by staff at the meeting. Please address your comments to the Council and do not engaged in dialogue with individual Council Members, City staff, or members of the audience. Blue speaker forms are available at the front table to the entrance of Council Chambers.

4. CLOSED SESSION ITEM(S)

4.1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code Section 54956.8) Property: Approximately 234' on the north side of Walters Street as measured from the centerline of Hellman Avenue and approximately 277' on the east side of Hellman Avenue as measured from the centerline of Walters Street, including portions of 7500 and 7560 Hellman Avenue Agency negotiator: Jimmy Chung, Public Works Director/City Engineer Negotiating parties: Victor Canhoto Jr. 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. Fourth Fest Recognitions

9. AGENCY PARTNER UPDATES

9.1. Eastvale Library Update
9.2. YMCA Update
9.3. Riverside Animal Control Update

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). Members of the public who wish to speak remotely should follow the instructions provided in the Zoom meeting and/or announced by staff at the meeting. 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, City Clerk

RECOMMENDED ACTION(S):
Staff recommends that the City Council approve the meeting minutes from the regular meeting on June 24, 2026.

11.2. Planning Division Update
Submitted by: David Murray, City Planner

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

11.3. Public Works Department Update
Submitted by: Jimmy Chung, Public Works Director/City Engineer

RECOMMENDED ACTION(S):
Staff recommends that the City Council receive and file the Public Works Department update.

11.4. Treasurer's Report: June 2026
Submitted by: Amanda Wells, Finance Director/City Treasurer

RECOMMENDED ACTION(S):
Staff recommends that the City Council receive and file the City Treasurer's Report.

11.5. Interim Financial Report - Fiscal Year 2025-26, Quarter 3
Submitted by: Amanda Wells, Finance Director/City Treasurer

RECOMMENDED ACTION(S):
Staff recommends that the City Council receive and file the Interim Financial Report for Fiscal Year 2025-26, Quarter 3 ending March 31, 2026.

11.6. City of Eastvale Crime Statistics – May 2026
Submitted by: Johnny Terfehr, Community Safety Director

RECOMMENDED ACTION(S):
Staff recommends that the City Council receive and file the Eastvale Crime Statistics for May 2026.

11.7. Solid Waste Cost and Property Use Charge Study
Submitted by: Simone Blackwell, Environmental Compliance Analyst

RECOMMENDED ACTION(S):
Staff recommends that the City Council receive and file the Solid Waste Cost and Property Use Charge Study.

11.8. Approval of Agreements with Yunex LLC DBA Yunex Traffic for Streetlight Maintenance Services and Econolite Systems Inc. for Traffic Signal Maintenance Services and Monument Maintenance Services
Submitted by: Jimmy Chung, Public Works Director/City Engineer

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

1. Approve the Maintenance Agreement with Yunex LLC DBA Yunex Traffic for Streetlight Maintenance Services in a not-to-exceed amount of $50,000.00 per fiscal year;
2. Approve the Maintenance Agreement with Econolite Systems, Inc. for Traffic Signal Maintenance Services and Monument Maintenance Services in a not-to-exceed amount of $250,000.00 per fiscal year; and
3. Authorize the City Manager to execute all necessary documents including the Agreements.

11.9. OpenGov Operating and Capital Improvement Budgeting Software Renewal Authorization
Submitted by: Amanda Wells, Finance Director/City Treasurer

RECOMMENDED ACTION(S):
Staff recommends that the City Council authorize a Five-Year Software Services Renewal with OpenGov, Inc. for budgeting software and related professional services in an amount not-to-exceed $200,000, and authorize the City Manager to execute any related documents.

11.10. Springbrook Enterprise Resource Planning Software Renewal Authorization
Submitted by: Amanda Wells, Finance Director/City Treasurer

RECOMMENDED ACTION(S):
Staff recommends that the City Council authorize a Five-Year Software Services Renewal with Springbrook Holding Company, LLC for enterprise resource planning financial software in an amount not-to-exceed $300,000, and authorize the City Manager to execute any related documents.

11.11. Cooperative Agreement with Corona Norco Unified School District for Rondo Elementary School Back Lot Student Drop-Off/Pickup
Submitted by: Jimmy Chung, Public Works Director/City Engineer

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

1. Approve the Cooperative Agreement with CNUSD for preconstruction phase of the Back Lot Student Drop-Off/Pick area project at Rondo School of Discovery ; and
2. Approve and Adopt a Resolution Amending the 2026-27 Fiscal Year Operating Budget for the Cooperative Agreement; and
3. Authorize the City Manager to execute all necessary documents.

11.12. Approval of the Cooperation Agreement for the Community Development Block Grant (CDBG), HOME Investment Partnerships Program, and Emergency Solutions Grant (ESG) for Fiscal Years 2027, 2028, and 2029
Submitted by: Samantha Greven, Senior Management Analyst

RECOMMENDED ACTION(S):
Staff recommends that the City Council adopt a Resolution authorizing participation in the County of Riverside's Urban Program for fiscal years 2027, 2028, and 2029, and approving and authorizing the Mayor to execute the Cooperative Agreement for the Community Development Block Grant (CDBG), HOME Investment Partnerships Program, and Emergency Solutions Grant (ESG) for fiscal years 2027, 2028, and 2029.

11.13. Second Reading of Ordinance to Establish Chapter 12.20 of the Eastvale Municipal Code Regulating the Operation of Electric Bicycles and Other Electric Conveyances
Submitted by: Johnny Terfehr, Community Safety and Technology Director

RECOMMENDED ACTION(S):
Staff recommends that the City Council approve the second reading and adopt an ordinance entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, ADDING CHAPTER 12.20 (ELECTRIC BICYCLES AND OTHER ELECTRIC CONVEYANCES) TO TITLE 12 (STREETS AND SIDEWALKS) OF THE EASTVALE MUNICIPAL CODE

11.14. Construction Contract Award to Onyx Company Inc. for 2026 Annual Asphalt Concrete Overlay Project
Submitted by: Jimmy Chung, Public Works Director/ City Engineer

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

1. Approve the construction contract with Onyx Paving Company, Inc., the lowest responsive and responsible bidder, in accordance with the unit bid prices in the not-to-exceed amount of $1,117,000 for the 2026 Annual Asphalt Concrete Overlay Project;
2. Authorize the City Manager to execute all necessary documents including Notice of Completion; and
3. Authorize City Staff to file a Notice of Exemption from the California Environmental Quality Act.

11.15. Approval of Purchase Agreements for Citywide Custom Apparel
Submitted by: Mollie Corrao, Communications Officer

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

1. Approve Purchase Agreement for citywide custom apparel with Pacific Coast Stitch LLC to provide as-needed apparel items, in an annual not-to-exceed amount of $50,000, for an initial three-year period with two additional one-year renewal options.
2. Authorize the City Manager to execute the agreement.

11.16. Clarifying Update to Personnel Policies and Procedures Manual
Submitted by: Maricela Mejia, Assistant Human Resources & Risk Management Director

RECOMMENDED ACTION(S):
Staff recommends that the City Council adopt a Resolution amending the Personnel Policies and Procedures Manual to clarify the City's premium pay provisions and ratify the clarifying revision effective July 1, 2026.

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

13.1. Quarterly Economic Development Updates

Submitted by: Alexander Fung, Deputy City Manager

RECOMMENDED ACTION(S):

Staff recommends that the City Council receive and file the report.

14. CITY MANAGER/CITY STAFF REPORT

15. CITY COUNCIL COMMUNICATIONS/COMMITTEE REPORTS

16. ADJOURNMENT

The next regular meeting of the Eastvale City Council is scheduled for Wednesday, September 9, 2026, 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, June 24, 2026
Regular Meeting: 5:30 PM

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

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1. CALL TO ORDER

The regular meeting of the Eastvale City Council Meeting was called to order at 5:30 p.m. by Mayor Yow.

2. ROLL CALL

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

Absent:

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

3. CLOSED SESSION PUBLIC COMMENT – None

4. CLOSED SESSION ITEMS

4.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov't Code Sec. 54956.8) Property: portions of Lot S and Lot 64 of Tract 38594, located at the northwest corner of Limonite Avenue and Hamner Avenue Agency negotiator: Gustavo Gonzalez, Community Development Director; Jimmy Chung, Public Works Director; Robb Steel, consultant Negotiating parties: Regency Centers Under negotiation: price and terms of payment

City Attorney Vega stated that there was no reportable action.

4.2 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Government Code Section 54956.9(d)(1) Name of case: The New Home Company Southern California LLC v. City of Eastvale, CVRI2600724

City Attorney Vega stated that there was no reportable action.

5. INVOCATION

Matthew Sage from the Church of Jesus Christ of Latter-day Saints offered the invocation.

6. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Lorimore led the Pledge of Allegiance.

7. ADDITIONS/REVISIONS – None

8. PRESENTATIONS/ANNOUNCEMENTS

8.1 Parks & Recreation Month Proclamation

The Parks and Recreation Month Proclamation was presented to JCSD.

9. AGENCY PARTNER UPDATES

9.1 Eastvale Library Update

Eastvale Library Branch Manager Mia Becerra provided an update.

9.2 YMCA Update

Marissa Jaimes-Enriquez from the Corona-Norco Family YMCA provided an update.

9.3 Riverside County Animal Control Update

Riverside County Animal Control provided an update.

10. PUBLIC COMMENT

The following individuals provided public comment:

- Jose Sun
- Danny Nguyen

11. CONSENT CALENDAR

On motion of Councilmember McMinn and second by Mayor Pro Tem Lorimore, 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 June 10, 2026.

11.2 Treasurer's Report: May 2026

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

11.3 Planning Division Update

The City Council received and filed the Planning Division Update.

11.4 Public Works Department Update

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

11.4 Warrant Registers: February, March, and April 2026

The City Council approved the payment of warrants as submitted by the Finance Department under Attachments 1 and 2.

11.5 Adoption of Fiscal Year 2026-27 Annual Operating and Capital Improvement Budget Review

The City Council approved and adopted the following:

1. Fiscal Year 2026-2027 Annual Operating and Capital Improvement Budget; and
2. Resolution 26-25, Approving and Adopting the Annual Appropriations Limit Pursuant to Article XIII (B) of the California Constitution for Fiscal Year 2026-2027; and
3. Resolution 26-26, Adopting An Operating Budget and Capital Improvement Budget for the Fiscal Year Commencing July 1, 2026 and Ending June 30, 2027, and Appropriating Funds for Purposes Therein Set Forth; and
4. Resolution 26-27, Approving the Commitment of Fund Balance Pursuant to GASB 54; and
5. Resolution 26-28, Establishing Revised Salary Schedule Effective July 1, 2026; and
6. Resolution 26-29, Establishing the Authorized Positions for the Fiscal Year 2026-2027, Effective July 1, 2026 and;
7. The revised Fund Balance Policy.

11.6 Award Construction Contract to Pavement Coatings Co. for the 2026 Residential Slurry Seal Project (CIP #94001)

The City Council:

1. Awarded a Construction Contract to Pavement Coatings Co. in the amount of $1,135,502.94.

2. Authorized the City Manager to execute the Construction Contract and related documents, including the Notice of Completion.
3. Authorized City Staff to file a Notice of Exemption from the California Environmental Quality Act.

11.7 Approval of a Professional Services Agreement with Lan Wan Enterprise Inc. for Information Technology Services

The City Council:

1. Approved a professional services agreement with Lan Wan Enterprises for a not to exceed amount of $196,800 annually for a period of two years commencing on July 1, 2026, with the potential for three one year extensions; and
2. Authorized the City Manager to execute all necessary documents.

11.8 Memorandum of Understanding (MOU) for the SB 821 Bicycle and Pedestrian Facilities Program with the Riverside County Transportation Commission (RCTC) for the ADA Pedestrian Safety Improvement Project

The City Council:

1. Approved the Memorandum of Understanding (MOU) for the SB 821 Bicycle and Pedestrian Facilities Program with the Riverside County Transportation Commission (RCTC) for the ADA Pedestrian Safety Improvement Project;
2. Authorized the City Manager to execute the MOU and make adjustments to the language to the MOU prior to its execution as deemed prudent with the concurrence of the City Attorney.

11.9 Approval of the First Amendment of the Credit Agreement for the Road and Bridge Benefit District (RBBD) for Zone D - Hamner and Limonite Avenues Median and Limonite Street, The New Home Company, LLC

The City Council approved the First Amendment to the Credit Agreement for the Road and Bridge Benefit District (RBBD) for Zone D - Hamner and Limonite Avenues Median and Limonite Streets, and authorized the City Manager and the City Clerk to sign said first amendment.

11.10 Second Amendment to the Professional Services Agreement with Z & K Consultants, Inc. for Median Improvement Project – Phase 2 at Cantu Galleano Road, Archibald Avenue, and River Road

The City Council:

1. Approved the Second Amendment to the Professional Services Agreement with Z & K Consultants, Inc. for Median Improvement Project – Phase 2 at Cantu Galleano Road, Archibald Avenue, and River Road, increasing the contract

amount by $42,488 for a new not-to-exceed contract amount of $159,600 (from $117,112); and,

2. Authorized the City Manager to execute the Amendment No. 2 to the Professional Services Agreement with Z & K Consultants, Inc., and all related documents.

11.11 Approval of First Amendment to the Professional Services Agreement with STC Traffic for the Traffic Signal Improvement Project at Sumner Avenue and 68th Street

The City Council:

1. Approved First Amendment to the Professional Services Agreement with STC Traffic for the Traffic Signal Improvement Project at Sumner Avenue and 68th Street, increasing the contract amount by $25,000, for a total not-to-exceed contract amount of $85,000; and
2. Authorized the City Manager to execute all necessary documents.

11.12 Adoption of Resolution Authorizing the Submission of CAL FIRE Wildfire Prevention Grant Application

The City Council adopted Resolution 26-30, authorizing the submission of an application seeking up to $950,000 in grant funds from the CAL FIRE Wildfire Prevention Grants Program for the Eastvale Santa Ana Riverbed Hazardous Fuels Reduction Project.

11.13 Approval of a Third Amendment to the Agreement for Services with Econolite Systems, Inc. for Traffic Signal Maintenance Services

The City Council:

1. Approved a Third Amendment to the Agreement for Services with Econolite Systems, Inc. for Traffic Signal Maintenance Services, extending the term of services through December 31, 2026, with a not-to-exceed amount of $150,000; and
2. Authorized the City Manager to execute all necessary documents.

11.14 Approval of Professional Services Agreement with Robb R. Steel for FY 2026-2027 Community Development and Economic Development Consulting Services

The City Council authorized the City Manager to execute a Professional Services Agreement with Robb R. Steel in an amount not-to-exceed $60,000 for economic development and community development consultation services from July 1, 2026 to June 30, 2027.

11.15 Fixed Assets, Leases, and Subscription-Based IT Arrangements Policy and Investment Policy Updates

The City Council:

1. Delegated authority for the Fixed Assets, Leases, and Subscription-Based IT Arrangements policy to the City Manager; and
2. Authorized the City Manager to execute all necessary documents. Approve and adopt the updated Investment Policy effective July 1, 2026.

12. PUBLIC HEARINGS

12.1 Approving the Annual Reports; Confirming the Diagram and Assessment; Ordering the Levy for Landscape and Lighting Maintenance Districts and Benefit Assessment Districts for Fiscal Year 2026-2027

Finance Manager Cruz-Contreras presented the item and answered related questions.

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

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

1. Adopt Resolution 26-31 Approving the Annual Reports, Confirming the Diagram and Assessment, and Ordering the Levy for the Following Districts: Landscaping and Lighting Maintenance Districts No. 89-1 Consolidated, No. 2014-1, No. 2014-3, No. 2014-4, Illumination District No. 2 (Subareas: 35, 42, 46, 49, And 55), Lighting Maintenance District No. 98-2, Lighting Maintenance District No. 2001-1 (Zones: G and S), Lighting Maintenance District No. 2001-2 (Zones: A-H, J-K, and M), and Lighting Maintenance District No. 2001-3 (Zones: A-MMM) for Fiscal Year 2026-2027; and Adopt Resolution 26-24, authorizing the collection of delinquent solid waste handling service charges on the property tax roll; and
2. Adopt Resolution 26-32 Approving the Annual Report, Confirming the Diagram and Assessment, and Ordering the Levy for Benefit Assessment District No. 2014-2 for Fiscal Year 2026-2027.

12.2 Adoption of the Five-Year Capital Improvement Plan (CIP) for Fiscal Years 2026/2027 through 2030/2031

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

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

On motion of Councilmember McMinn and second by Councilmember Rigby, the City Council voted unanimously to adopt Resolution 26-33 approving the Five-Year Capital Improvement Plan (CIP) for Fiscal Years 2026/2027 through 2030/2031.

12.3 PLN25-20102 – Density Bonus Agreement, Tentative Tract Map 39416, and Major Development Review for Regent Land Company, LLC Residential Development

Principal Planner Cerda presented the item and answered related questions.

Mayor Yow opened the public comment period.

The following individuals provided public comment:

- Steven Goytia
- Adam Rush
- David Stuart
- Danny Nguyen

Mayor Yow closed the public comment period.

On motion of Councilmember Rigby and second by Mayor Yow, the City Council voted unanimously to continue the item to the City Council Meeting on September 9, 2026.

10. PUBLIC COMMENT

The following individuals provided public comment:

- Ruben Sanders
- Diana Sanders

13. CITY COUNCIL BUSINESS

13.1 SB 707 Compliance: Adoption of a Technology Disruption Policy and Outreach Policy

Government Services Director/City Clerk Donohue presented the item and answered related questions.

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

On motion of Mayor Yow and second by Councilmember Rigby, the City Council voted to:

1. Adopt Resolution 26-35 regarding a Technology Disruption Policy in compliance with Government Code Section 54953.4; and

2. Adopted Resolution 26-36 determining "reasonable efforts" for outreach to encourage participation in City Council meetings under Government Code Section 54953.4.

Councilmember Dinco was absent at the time of the vote.

13.2 Supporting Local Businesses Through Construction Program

Communications Officer Corrao presented the item and answered related questions.

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

The City Council discussed the item and provided direction.

13.3 Update to Personnel Policies and Procedures Manual

Assistant Human Resources & Risk Management Director Mejia presented the item and answered related questions.

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

On motion of Councilmember Dinco and second by Councilmember McMinn, the City Council voted unanimously to adopt Resolution 26-37, amending the Personnel Policies and Procedures Manual, with the provision that employees may not receive both Holiday Premium Pay and Special Events Premium Pay simultaneously.

13.4 Establish Chapter 12.20 of the Eastvale Municipal Code Regulating the Operation of Electric Bicycles and Other Electric Conveyances

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

Mayor Yow opened the public comment period.

The following individuals provided public comment:

- Tami Friedrich
- Claudia Scott

Mayor Yow closed the public comment period.

On motion of Councilmember Rigby and second by Mayor Pro Tem Lorimore, the City Council voted to introduce , read by title and waive further reading of the proposed

ordinance entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, ADDING CHAPTER 12.20 (ELECTRIC BICYCLES AND OTHER ELECTRIC CONVEYANCES) TO TITLE 12 (STREETS AND SIDEWALKS) OF THE EASTVALE MUNICIPAL CODE. The motion included amendments prohibiting electric bicycles on sidewalks when a bikeway is adjacent and reducing the speed limit from 15 mph to 5 mph.

Councilmember Dinco and Mayor Yow voted in opposition.

14. CITY MANAGER/CITY STAFF REPORT

An update was provided by City Manager Orme.

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

Councilmember Dinco provided a report.

15.4 Riverside Transit Agency

No report was provided.

15.5 Northwest Mosquito and Vector Control District

Mayor Pro Tem 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

Mayor Pro Tem Lorimore provided a report.

15.12 Eastvale Community Services Ad-Hoc Committee

No report was provided.

15.13 City Council Communications

The City Council provided comments.

ADJOURNMENT – Mayor Yow adjourned the regular meeting at 10:08 P.M. The next regular meeting of the Eastvale City Council is scheduled for Wednesday, August 12, 2026, at 6:30 P.M.

Marc A. Donohue, MMC
City Clerk

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CONSENT CALENDAR
Agenda Item No. 11.2
August 12, 2026

Planning Division Update

Prepared By:
David Murray, City Planner

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

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

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

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

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

Fiscal Impact
The following update has no applicable fiscal impacts.

Prior City Council/Commission Action

Not Applicable.

Attachment(s)

Attachment - Planning Division Update

CITY OF EASTVALE

Major Projects Summary

August 12, 2026

City of Eastvale Planning Division

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

Contents

IN-PROCESS/REVIEW **2**

Sumner Place Residential Development (MAP ID: SMNR) *2*
Leal Ranch Residential Tentative Tract Map Phase C (MAP ID: LEAL.2) *3*
Leal Ranch Residential Overall Phase C Offsite (MAP ID: LEAL.2) *4*
Leal Ranch Residential DR PA-7B (MAP ID: LEAL.2) *5*
Leal Ranch Residential DR PA-7C (MAP ID: LEAL.2) *6*
Leal Ranch Residential DR PA-12A (MAP ID: LEAL.2) *7*
Leal Ranch Residential DR PA-12B (MAP ID: LEAL.2) *8*
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Warmington Residential *14*
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APPROVED/ ENTITLED **16**

Leal Ranch Residential Phase A TTM (MAP ID: LEAL.1) *16*
Leal Ranch Residential Overall Phase A DR (MAP ID: LEAL.2) *17*
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Leal Ranch Residential PA-6 Phase A (MAP ID: LEAL.4) *19*
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FUTURE **51**

The Leal Plan (MAP ID: LEAL) *51*

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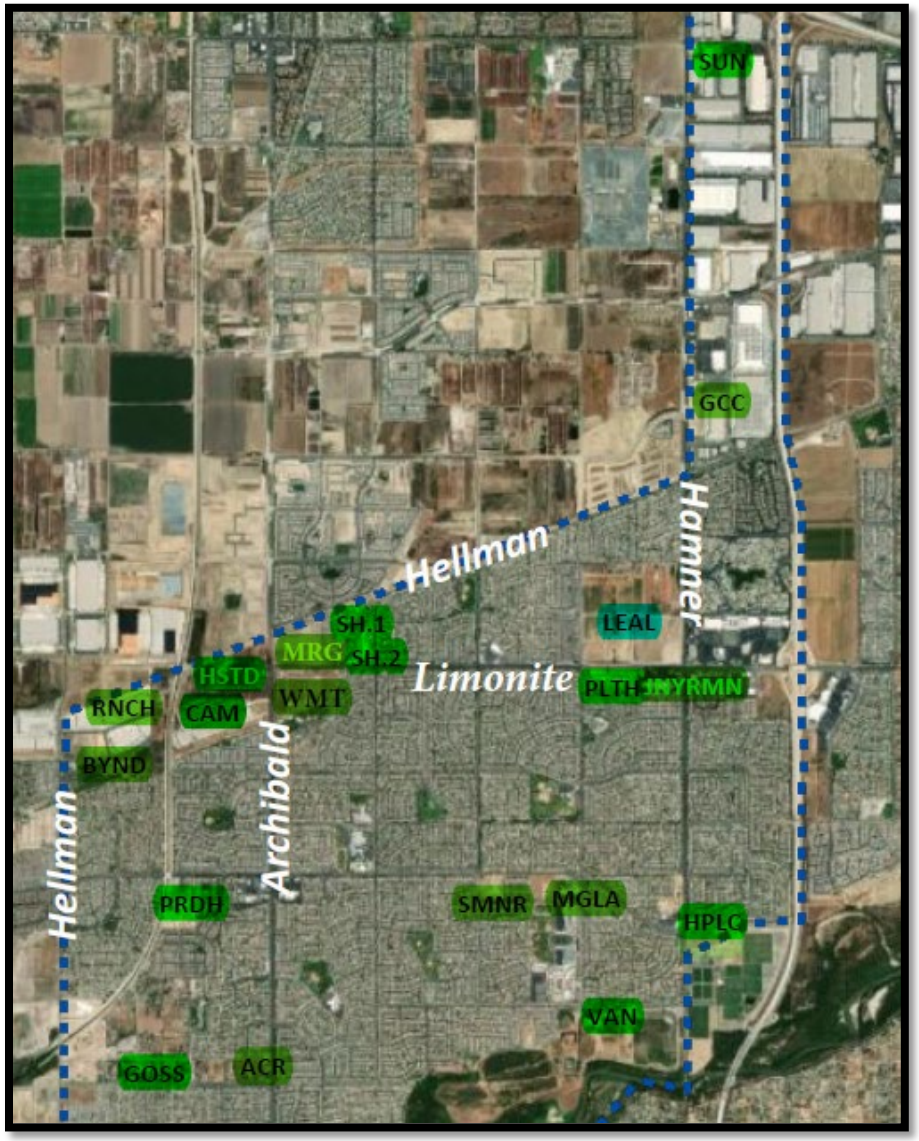
Planning Department Major Projects Summary
August 12, 2026



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

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In-Process/Review

Sumner Place Residential Development (MAP ID: SMNR)

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

Notes:

- Received application on 1.30.25
- An incomplete letter was sent out to the applicant on 2.26.25.
- On 9.11.25 the applicant resubmitted the project.
- A second incomplete letter was sent out to the applicant on 10.9.25.
- On 1.21.26 a scheduled Workshop for the Planning Commission Meeting to introduce the revised project and solicit feedback prior to formal hearing.
- On 2.18.26 the project was scheduled for the Planning Commission.
- The project was heard at the February 18,2026 Planning Commission hearing where the Commission recommended that the City Council deny the project.

Project Map:

Current Status:

- The project is awaiting a City Council hearing date.

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Leal Ranch Residential Tentative Tract Map Phase C (MAP ID: LEAL.2)

Project:	Leal Ranch Residential Tentative Tract Map 38596 (Phase C)
Project No.	PLN25-20086 TTM New Home Phase C
Project Location:	Northwest corner of Hamner and Limonite Avenue, east of Scholar Way, and south of 58th Street.
Project Description:	**Tentative Tract Map 38596** a request to subdivide 44.34 acres into 73 lots for condominium purposes and 12 lettered lots for open space and street purposes.
Planner:	Jamie K. Cerda

Notes:

- Received application on 10.23.25
- On 11.20.25 the applicant received the first incomplete letter.
- On 1.27.26 the applicant resubmitted the project for review.
- On 2.25.26 the applicant received the second incomplete letter.
- On 4.2.26 the applicant resubmitted the project for review.
- The project was deemed complete and scheduled for the 5.20.26 Planning Commission
- On 5.20.26 the item was continued and scheduled for the 6.17.26 planning commission date.
- On 6.17.26 the item was continued to a date later scheduled.
- On 6.30.26 the applicant resubmitted the project for review.

Project Map:

Current Status:

- On July 27, 2026, the applicant received an incomplete letter and staff is currently awaiting resubmittal.

1. New projects are added to the bottom of the list as they are submitted.
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Leal Ranch Residential Overall Phase C Offsite (MAP ID: LEAL.2)

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

Notes:

- Received application on 10.23.25
- On 11.20.25 the applicant received the first incomplete letter.
- On 1.27.26 the applicant resubmitted the project for review.
- On 2.25.26 the applicant received the second incomplete letter.
- On 4.2.26 the applicant resubmitted the project for review.
- The project was deemed complete and scheduled for the 5.20.26 Planning Commission
- On May 20, 2026, the item was continued and scheduled for June 17, 2026, planning commission date.
- On 6.17.26 the item was continued to a date later scheduled.
- On 6.30.26 the applicant resubmitted the project for review.

Project Map:

Current Status:

- On July 27, 2026, the applicant received an incomplete letter and staff is currently awaiting resubmittal.

1. New projects are added to the bottom of the list as they are submitted.
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Leal Ranch Residential DR PA-7B (MAP ID: LEAL.2)

Project:	Leal Ranch Residential PA-7B (Phase C)
Project No.	PLN25-20088 DR PA-7B
Project Location:	Northwest corner of Hamner and Limonite Avenue, east of Scholar Way, and south of 58th Street.
Project Description:	**Major Development Review** for the site planning and master architecture of 72 multifamily (6-plex) residential units within Planning Area 7B of the Leal Master Plan.
Planner:	Jamie K. Cerda

Notes:

- Received application on 10.23.25
- On 11.20.25 the applicant received the first incomplete letter.
- On 1.27.26 the applicant resubmitted the project for review.
- On 2.25.26 the applicant received the second incomplete letter.
- On 4.2.26 the applicant resubmitted the project for review.
- On 4.28. the applicant received a third incomplete letter.
- On 5.25.2026 the applicant resubmitted the project for review.

Project Map:

Current Status:

- The project was deemed complete and is tentatively scheduled for August 19, 2026 Planning Commission.

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

Leal Ranch Residential DR PA-7C (MAP ID: LEAL.2)

Project:	Leal Ranch Residential PA-7C (Phase C)
Project No.	PLN25-20089 DR PA-7C
Project Location:	Northwest corner of Hamner and Limonite Avenue, east of Scholar Way, and south of 58th Street.
Project Description:	**Major Development Review** for the site planning and master architecture of 80 single family attached residential units within Planning Area 7C of the Leal Master Plan.
Planner:	Jamie K. Cerda

Notes:

- Received application on 10.23.25
- On 11.20.25 the applicant received the first incomplete letter.
- On 1.27.26 the applicant resubmitted the project for review.
- On 2.25.26 the applicant received the second incomplete letter.
- On 4.2.26 the applicant resubmitted the project for review.
- On 4.28. the applicant received a third incomplete letter.
- On 5.25.2026 the applicant resubmitted the project for review.

Project Map:

Current Status:

- The project was deemed complete and is tentatively scheduled for August 19, 2026 Planning Commission.

1. New projects are added to the bottom of the list as they are submitted.
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Leal Ranch Residential DR PA-12A (MAP ID: LEAL.2)

Project:	Leal Ranch Residential PA-12A (Phase C)
Project No.	PLN25-20090 DR PA-12A
Project Location:	Northwest corner of Hamner and Limonite Avenue, east of Scholar Way, and south of 58th Street.
Project Description:	**Major Development Review** for the site planning and master architecture of 72 single family detached residential units within Planning Area 12A of the Leal Master Plan.
Planner:	Jamie K. Cerda

Notes:

- Received application on 10.23.25
- On 11.20.25 the applicant received the first incomplete letter.
- On 1.27.26 the applicant resubmitted the project for review.
- On 2.25.26 the applicant received the second incomplete letter.
- On 4.2.26 the applicant resubmitted the project for review.
- On 4.28. the applicant received a third incomplete letter.
- On 5.25.2026 the applicant resubmitted the project for review.

Project Map:

Current Status:

- The project was deemed complete and is tentatively scheduled for August 19, 2026 Planning Commission.

1. New projects are added to the bottom of the list as they are submitted.
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Leal Ranch Residential DR PA-12B (MAP ID: LEAL.2)

Project:	Leal Ranch Residential PA-12B (Phase C)
Project No.	PLN25-20091 DR PA-12B
Project Location:	Northwest corner of Hamner and Limonite Avenue, east of Scholar Way, and south of 58th Street.
Project Description:	**Major Development Review** for the site planning and master architecture of 87 single family attached residential units within Planning Area - 12B of the Leal Master Plan.
Planner:	Jamie K. Cerda

Notes:

- Received application on 10.23.25
- On 11.20.25 the applicant received the first incomplete letter.
- On 1.27.26 the applicant resubmitted the project for review.
- On 2.25.26 the applicant received the second incomplete letter.
- On 4.2.26 the applicant resubmitted the project for review.
- On 4.28. the applicant received a third incomplete letter.
- On 5.25.2026 the applicant resubmitted the project for review.

Project Map:

Current Status:

- The project was deemed complete and is tentatively scheduled for August 19, 2026 Planning Commission.

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Leal Ranch Residential DR PA-12C (MAP ID: LEAL.2)

Project:	Leal Ranch Residential PA-12C (Phase C)
Project No.	PLN25-20092 DR PA-12C
Project Location:	Northwest corner of Hamner and Limonite Avenue, east of Scholar Way, and south of 58th Street.
Project Description:	**Major Development Review** for the site planning and master architecture of 73 single family detached residential units within Planning Area - 12C of the Leal Master Plan.
Planner:	Jamie K. Cerda

Notes:

- Received application on 10.23.25
- On 11.20.25 the applicant received the first incomplete letter.
- On 1.27.26 the applicant resubmitted the project for review.
- On 2.25.26 the applicant received the second incomplete letter.
- On 4.2.26 the applicant resubmitted the project for review.
- On 4.28. the applicant received a third incomplete letter.
- On 5.25.2026 the applicant resubmitted the project for review.

Project Map:

Current Status:

- The project was deemed complete and is tentatively scheduled for August 19, 2026 Planning Commission.

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Leal Ranch Residential DR PA-13A (MAP ID: LEAL.2)

Project:	Leal Ranch Residential PA-13A (Phase C)
Project No.	PLN25-20093 DR PA-13A
Project Location:	Northwest corner of Hamner and Limonite Avenue, east of Scholar Way, and south of 58th Street.
Project Description:	**Major Development Review** for the site planning and master architecture of 64 single family detached residential units within Planning Area 13A of the Leal Master Plan.
Planner:	Jamie K. Cerda

Notes:

- Received application on 10.23.25
- On 11.20.25 the applicant received the first incomplete letter.
- On 1.27.26 the applicant resubmitted the project for review.
- On 2.25.26 the applicant received the second incomplete letter.
- On 4.2.26 the applicant resubmitted the project for review.
- On 4.28. the applicant received a third incomplete letter.
- On 5.25.2026 the applicant resubmitted the project for review.

Project Map:

Current Status:

- The project was deemed complete and is tentatively scheduled for August 19, 2026 Planning Commission.

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Leal Ranch Residential DR PA-13B (MAP ID: LEAL.2)

Project:	Leal Ranch Residential PA-13B (Phase C)
Project No.	PLN25-20094 DR PA-13B
Project Location:	Northwest corner of Hamner and Limonite Avenue, east of Scholar Way, and south of 58th Street.
Project Description:	**Major Development Review** for the site planning and master architecture of 32 single family detached residential units within Planning Area 13B of the Leal Master Plan.
Planner:	Jamie K. Cerda

Notes:

- Received application on 10.23.25
- On 11.20.25 the applicant received the first incomplete letter.
- On 1.27.26 the applicant resubmitted the project for review.
- On 2.25.26 the applicant received the second incomplete letter.
- On 4.2.26 the applicant resubmitted the project for review.
- On 4.28. the applicant received a third incomplete letter.
- On 5.25.2026 the applicant resubmitted the project for review.

Project Map:

Current Status:

- The project was deemed complete and is tentatively scheduled for August 19, 2026 Planning Commission.

1. New projects are added to the bottom of the list as they are submitted.
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Leal Ranch Residential DR PA-13C (MAP ID: LEAL.2)

Project:	Leal Ranch Residential PA-13C (Phase C)
Project No.	PLN25-20095 DR PA-13C
Project Location:	Northwest corner of Hamner and Limonite Avenue, east of Scholar Way, and south of 58th Street.
Project Description:	**Major Development Review** for the site planning and master architecture of 49 single family detached residential units within Planning Area 13C of the Leal Master Plan.
Planner:	Jamie K. Cerda

Notes:

- Received application on 10.23.25
- On 11.20.25 the applicant received the first incomplete letter.
- On 1.27.26 the applicant resubmitted the project for review.
- On 2.25.26 the applicant received the second incomplete letter.
- On 4.2.26 the applicant resubmitted the project for review.
- On 4.28. the applicant received a third incomplete letter.
- On 5.25.2026 the applicant resubmitted the project for review.

Project Map:

Current Status:

- The project was deemed complete and is tentatively scheduled for August 19, 2026 Planning Commission.

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Eastvale Care Facility (Selby)

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

Notes:

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

Project Map:

Current Status:

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

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Warmington Residential

Project:	Regent Land LLC
Project No.	PLN25-20102 TTM DR
Project Location:	Northeast corner of Hellman Avenue and Walters Street.
Project Description:	**Tentative Tract Map 39416** to subdivide four (4) existing parcels into 35 single family residential lots and two (2) lettered lots. **Major Development Review** to establish the site planning and master architecture of a new 35 single family detached residential community with two (2) units set aside for very low-income.
Planner:	Jamie K. Cerda

Notes:

- Received application on 12.2.25.
- An incomplete letter was sent to the applicant on 12.17.25.
- On 1.26.26 the applicant resubmitted the project for review.
- An second incomplete letter was sent to the applicant on 2.11.26.
- On 3.4.26 the applicant resubmitted the project for review.
- An third incomplete letter was sent to the applicant on 3.23.26.
- On 3.30.26 the applicant resubmitted the project for review.
- A fourth incomplete letter was sent to the applicant on 4.7.26.
- On 4.16.26 the applicant resubmitted the project for review.
- The project was deemed complete and scheduled for the 5.20.26 Planning Commission.
- On 5.20.26, the planning commission recommended for City Council to deny the project as currently proposed.
- The project is scheduled for the 6.24.26, City Council Meeting.

Project Map:

Current Status:

- On June 24, 2026, the City Council heard the project and was continued to the date of September 9, 2026.

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Wireless Facility – 7250 Cobble Creek

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

Notes:

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

Project Map:

Current Status:

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

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Approved/ Entitled

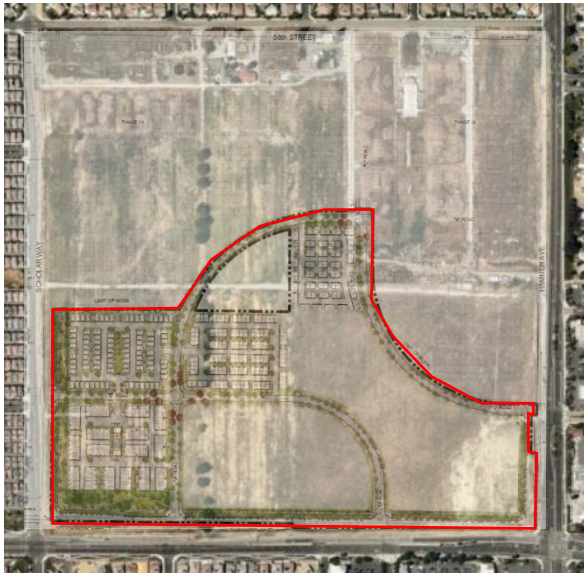
Leal Ranch Residential Phase A TTM (MAP ID: LEAL.1)

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

Notes:

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

Project Map:



Current Status:

- Actively under construction.

1. New projects are added to the bottom of the list as they are submitted.
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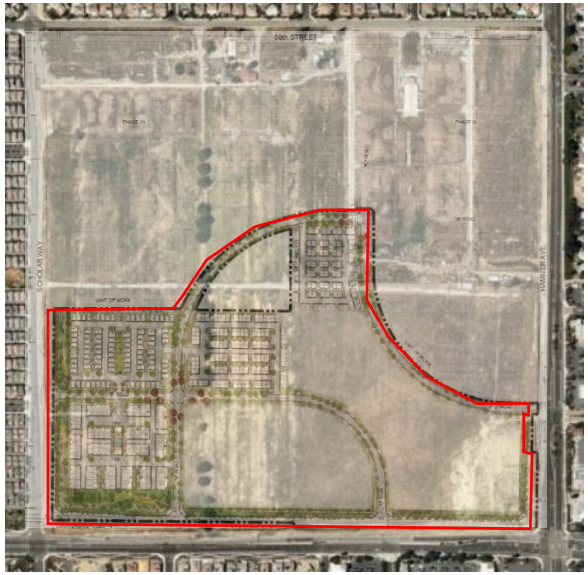
Leal Ranch Residential Overall Phase A DR (MAP ID: LEAL.2)

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

Notes:

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

Project Map:



Current Status:

- Actively under construction.

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

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Leal Ranch Residential PA-1 Phase A (MAP ID: LEAL.3)

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

Notes:

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

Project Map:

Current Status:

- Models are open to the public.
- All units have been signed off and received Certificate of Occupancy.

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

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Leal Ranch Residential PA-6 Phase A (MAP ID: LEAL.4)

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

Notes:

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

Project Map:

Current Status:

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

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

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Leal Ranch Residential PA-7A Phase A (MAP ID: LEAL.5)

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

Notes:

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

Project Map:

Current Status:

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

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

Leal Ranch Residential PA-8 Phase A (MAP ID: LEAL.6)

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

Notes:

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

Project Map:

Current Status:

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

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

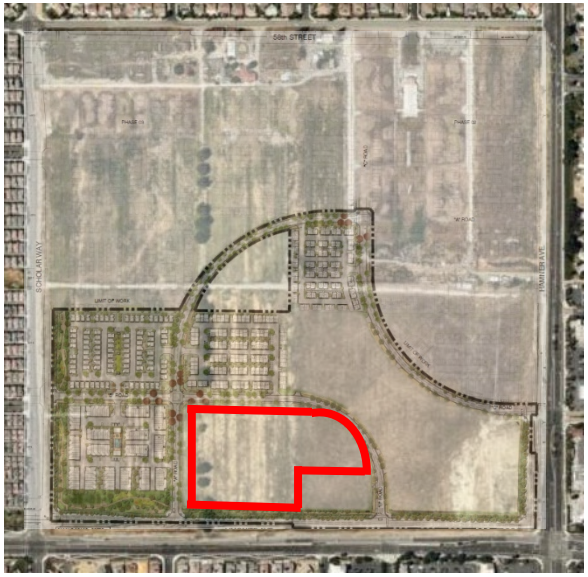
Leal Ranch Residential PA-2 Quarterra (MAP ID: LEAL.7)

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

Notes:

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

Project Map:



Current Status:

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

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

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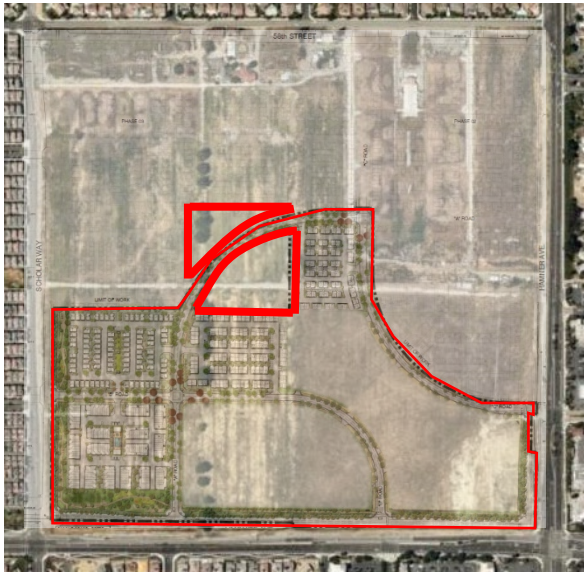
New Home Recreation Center

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

Notes:

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

Project Map:



Current Status:

- The project has been signed off the Certificate of Occupancy.

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

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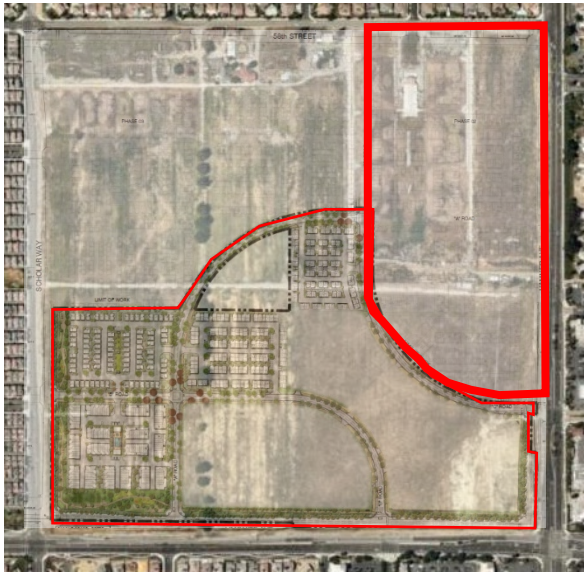
New Home TTM 38595 Phase B

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

Notes:

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

Project Map:



Current Status:

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

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

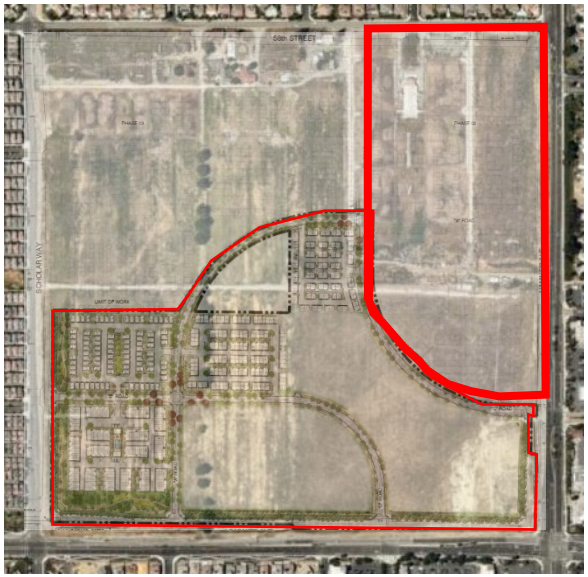
New Home Off-site

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

Notes:

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

Project Map:



Current Status:

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

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

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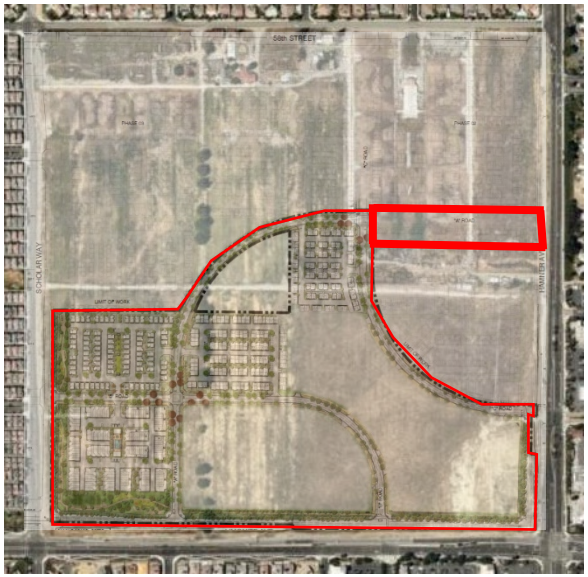
Leal Ranch Residential PA-9

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

Notes:

- Received application on 8.21.24
- On 9.16.24 an incomplete letter was sent out to the applicant.
- On 11.20.24 the applicant resubmitted the project.
- On 12.11.24 a second incomplete letter was sent out to the applicant.
- On 1.16.25 the applicant resubmitted the project for plan review.
- On 2.10.25 a third incomplete letter was sent out to the applicant.
- On 2.18.25 the applicant resubmitted the project and is currently under review.
- The Project was deemed complete and scheduled for Planning Commission date of March 19, 2025
- The item was heard by Planning Commission on March 19, 2025 and was continued to the following meeting date of April 16,2025.
- On 4.16.2025 the Planning Commission approved entitlements for PLN24-20070 and is subject to conditions of approval.

Project Map:



Current Status:

- Actively under construction.
- The Model Homes are currently open.

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

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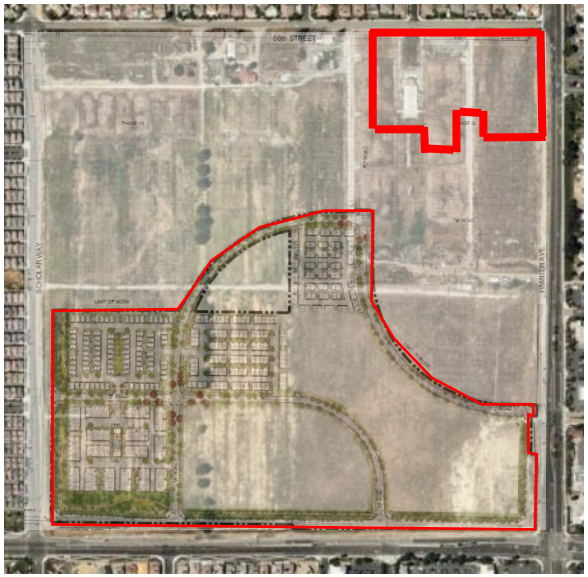
Leal Ranch Residential PA-11A

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

Notes:

- Received application on 8.21.24
- On 9.16.24 an incomplete letter was sent out to the applicant.
- On 11.20.24 the applicant resubmitted the project.
- On 12.11.24 a second incomplete letter was sent out to the applicant.
- On 1.16.25 the applicant resubmitted the project for plan review.
- On 2.10.25 a third incomplete letter was sent out to the applicant.
- On 2.18.25 the applicant resubmitted the project and is currently under review.
- The Project was deemed complete and scheduled for Planning Commission date of March 19, 2025
- On 4.16.2025 the Planning Commission approved entitlements for PLN24-20071 and is subject to conditions of approval.

Project Map:



Current Status:

- Actively under construction.

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

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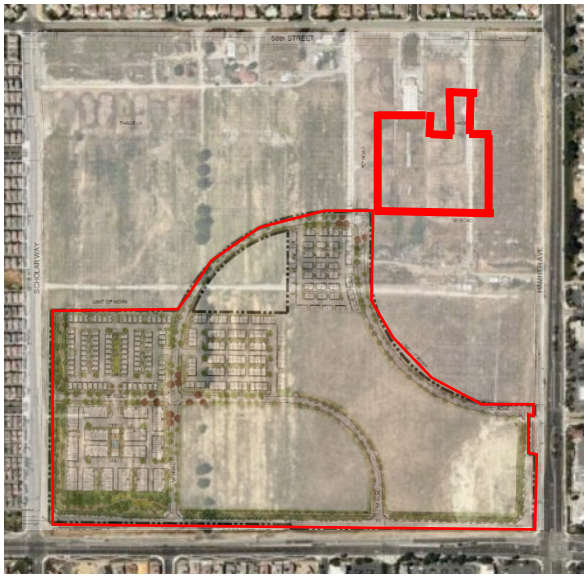
Leal Ranch Residential PA-11B

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

Notes:

- Received application on 8.21.24
- On 9.16.24 an incomplete letter was sent out to the applicant.
- On 11.20.24 the applicant resubmitted the project.
- On 12.11.24 a second incomplete letter was sent out to the applicant.
- On 1.16.25 the applicant resubmitted the project for plan review.
- On 2.10.25 a third incomplete letter was sent out to the applicant.
- On 2.18.25 the applicant resubmitted the project and is currently under review.
- The Project was deemed complete and scheduled for Planning Commission date of March 19, 2025
- On 4.16.2025 the Planning Commission approved entitlements for PLN24-20072 and is subject to conditions of approval.

Project Map:



Current Status:

- Actively under construction.

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

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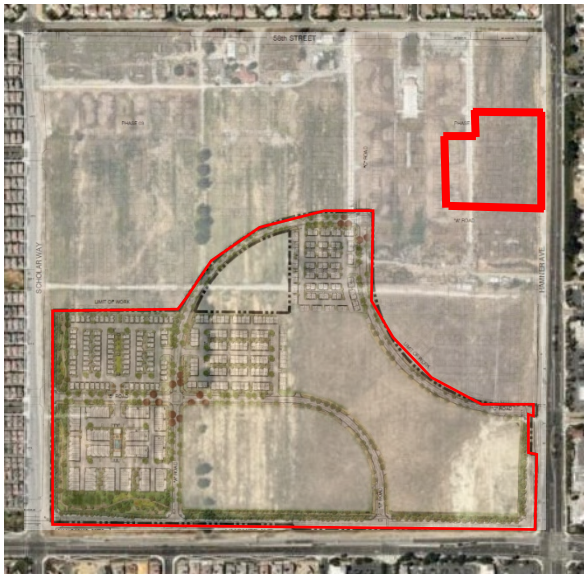
Leal Ranch Residential PA-11C

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

Notes:

- Received application on 8.21.24
- On 9.16.24 an incomplete letter was sent out to the applicant.
- On 11.20.24 the applicant resubmitted the project.
- On 12.11.24 a second incomplete letter was sent out to the applicant.
- On 1.16.25 the applicant resubmitted the project for plan review.
- On 2.10.25 a third incomplete letter was sent out to the applicant.
- On 2.18.25 the applicant resubmitted the project and is currently under review.
- The Project was deemed complete and scheduled for Planning Commission date of March 19, 2025
- On 4.16.2025 the Planning Commission approved entitlements for PLN24-20073 and is subject to conditions of approval.

Project Map:



Current Status:

- Actively under construction.

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

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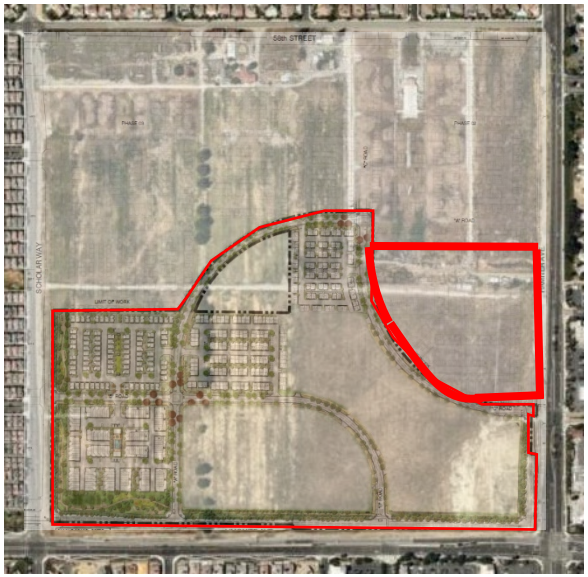
Leal Ranch Residential PA-4 Quarterra Phase II

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

Notes:

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

Project Map:



Current Status:

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

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

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Richmond American Residential (formerly Warmington Residential)

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

Notes:

- Received application on 6.27.24
- An incomplete letter was sent to the applicant on 7.10.24 documents were resubmitted
- A second incomplete letter has been sent to applicant on 8.06.24
- A third incomplete letter has been sent to applicant on 10.17.24
- The Project was deemed complete and scheduled for Planning Commission date of March 19, 2025
- The project was heard by the Planning Commission on 3.19.25 meeting and recommended to the City Council for approval.
- The project was heard by the City Council on 4.23.25 where action was to continue the project for the next scheduled City Council date on May 28, 2025.
- On 05.28.2025 City Council approved entitlements for PLN24-20053 and is subject to conditions of approval.

Project Map:

Current Status:

- Construction documents have been submitted to the Building Division and grading has been submitted to Public Works Department.

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

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Goodman Commerce Center (MAP ID: GCC)

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

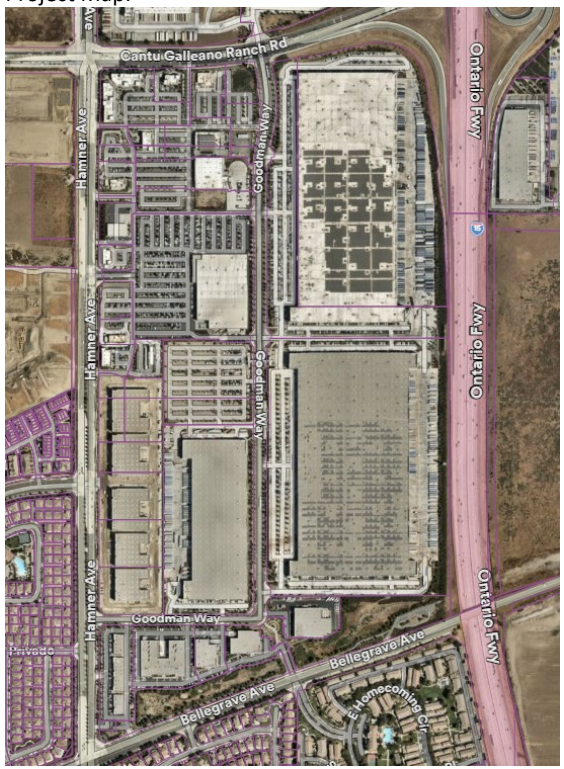
Notes:

- Approved by City Council on November 12, 2014

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

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

Project Map:



Current Status:

- Various buildings complete, operating and under construction.

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

GCC CR-1 Chili's Alcohol CUP and VAR (MAP ID: GCC.13)

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

Notes:

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

Project Map:

Current Status:

- Project is currently on hold per developer.

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

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New Restaurant Shell (CR-1)

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

Notes:

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

Project Map:

Current Status:

- The project site is actively under construction.

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

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

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

Notes:

- Received application on April 20, 2022.
- Project was deemed incomplete by Staff on May 19, 2022.
- Received resubmittal on August 8, 2022.
- Project was deemed incomplete by Staff on August 24, 2022.
- Project was deemed complete by Staff on September 28, 2022.
- On October 19,2022, the Planning Commission approved PLN22-20025, -56 through -59 subject to conditions of approval.
- Building Permits issued on November 28,2023

Project Map:

Current Status:

- Buildings are currently being leased.

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

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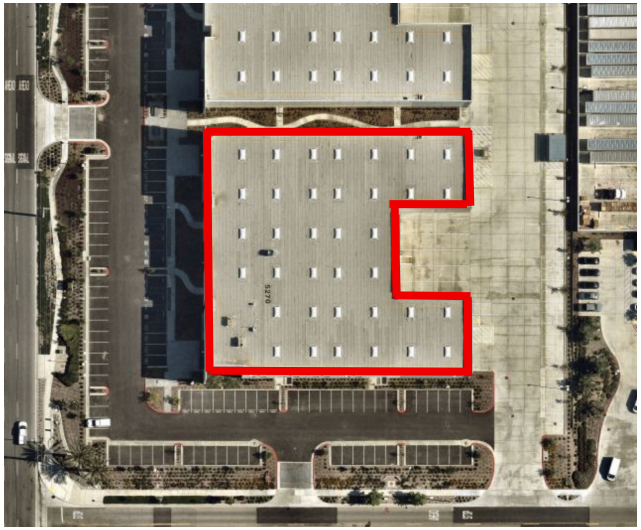
Team Up Arena

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

Notes:

- Received application on 8.13.25
- An incomplete letter was sent to the applicant on 9.3.25.
- On 9.18 the applicant resubmitted the project.
- The project was scheduled for Planning Commission on 10.15.25.
- October 15, 2025, the Planning Commission approved entitlements for PLN25-20056 and is subject to Conditions of Approval.

Project Map:



Current Status:

- Plans have been approved with the Building Division and have begun construction.

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

All-Magic

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

Notes:

- Received application on 10.13.25
- The project was deemed complete and scheduled for 11.19.25 Planning Commission meeting.
- On November 19, 2025, the Planning Commission approved entitlements for PLN25-20081 and is subject to Conditions of Approval.

Project Map:

Current Status:

- Plans have been submitted to the Building Division and are currently under review.

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

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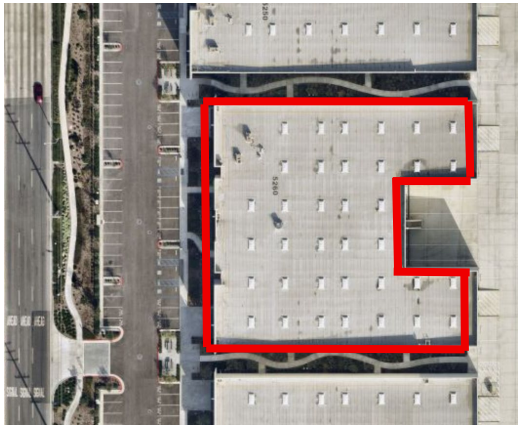
Beyond Pickleball Club

Project:	Beyond Pickleball Club
Project No.	PLN26-20012 CUP
Project Location:	Northeast corner of Hamner Avenue and Goodman Way.
Project Description:	**Conditional Use Permit** to allow for an indoor recreation facility that will include 14 pickleball courts. **Conditional Use Permit** to allow for a type 41 beer and wine for on-site consumption.
Planner:	Steven D. Fowler

Notes:

- Received application on 2.17.26
- The application was deemed complete for the 2.18.26 Planning Commission.
- The project was continued to a Special Planning Commission meeting on 3.23.26
- The Special Planning Commission meeting for 3.23.26 was canceled.
- The project was deemed complete and was scheduled for April 15, 2026 Planning Commission.
- On April 15, 2026 the Planning Commission approved the entitlements PLN26-20012 and are subject to conditions of approval.

Project Map:



Current Status:

- The project plans are currently under review with the Building Division.

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

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Forge District Gym

Project:	Forge District Gym
Project No.	PLN26-20021 CUP
Project Location:	Northeast corner of Hamner Avenue and Commerce.
Project Description:	**Conditional Use Permit** to allow for an indoor fitness and sports facility within a portion of a 12,900 square foot building.
Planner:	Steven D. Fowler

Notes:

- Received application on 3.5.26
- On 3.25.26 the applicant received an incomplete letter.
- On 4.6.26 the applicant resubmitted the project.
- On May 20, 2026, the Planning Commission approved entitlements for PLN25-20021 and is subject to Conditions of Approval.

Project Map:

Current Status:

- The project plans are currently under review with the Building Division.

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

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

Notes:

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

Project Map

Current Status:

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

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

The Ranch TPM No. 38114 (MAP ID: RNCH.6)

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

Notes:

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

Project Map:

Current Status:

PLN21-20014 is currently operational .

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

Walmart (MAP ID: WMT)

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

Notes:

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

Project Map:

Current Status:

- The site is currently operational.

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Mister Carwash (MAP ID: WMT)

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

Notes:

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

Project Map:

Current Status:

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

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

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McDonanlds (MAP ID: WMT)

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

Notes:

- Received application on 10.15.24
- An incomplete letter was sent out to the applicant on 11.14.24
- On 1.6.25 the project was resubmitted for second round of review.
- The Project was deemed complete and scheduled for the 2.19.25 planning Commission.
- On February 19, 2025 Planning Commission approved entitlements for PLN24-20089 and is subject to conditions of approval.
- The project has obtained construction documents with the Building Division and Public Works Department.

Project Map:

Current Status:

- Construction is actively occurring.

1. New projects are added to the bottom of the list as they are submitted.
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Better Buzz (MAP ID: WMT)

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

Notes:

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

Project Map:

Current Status:

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

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

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

Notes:

- Received application on 10.28.24
- An incomplete letter was sent to the applicant on 11.26.24
- On 3.3.25 the applicant resubmitted for plan review.
- A second incomplete letter was sent to the applicant on 3.27.25
- On 5.12.25 the applicant resubmitted for plan review.
- The project was deemed complete and scheduled for the June 18, 2025, to be presented to the Planning Commission.
- On June 18, 2025, the Planning Commission approved entitlements for PLN24-20092 and is subject to conditions of approval.

Project Map:

Current Status:

- On October 17, 2025, construction documents were submitted for Building Division Review.

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

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

Notes:

- Received application on 3.19.25
- On 4.17.25 the applicant received an incomplete letter.
- On 5.20.25 the applicant resubmitted the project for Planning Division review.
- Additional CEQA documents were submitted on 6.11.25.
- On 7.20.25 the applicant received a second incomplete letter.
- On 10.1.25 the applicant resubmitted the project for Division review.
- The project was scheduled for Planning Commission on 11.19.25

Project Map:

Current Status:

- On November 19, 2025, the Planning Commission approved entitlements for PLN25-20016 and is subject to Conditions of Approval.

1. New projects are added to the bottom of the list as they are submitted.
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Archibald and Chandler Retail (MAP ID: ACR)

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

Notes:

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

Project Map:

Current Status:

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

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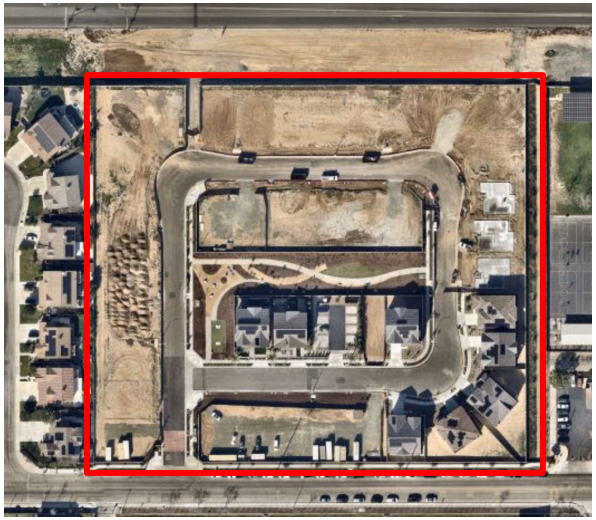
Magnolia Ranch

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

Notes:

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

Project Map:



Current Status:

- Building plans were issued on 2.13.2025 and the project is currently under construction.
- Model homes are open to the public.

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Sri Jayaram Temple Selby

Project:	Sri Jayaram Temple
Project No.	PLN25-20061 DR
Project Location:	Northwest corner of Selby Avenue and Chandler Street.
Project Description:	**Major Development Review** for the construction and operation of a 11,973 square foot one-story place of worship and accessory restroom and dining area with ancillary parking.
Planner:	Steven D. Fowler

Notes:

- Received application on 8.14.25.
- On 8.20.25 the applicant was sent an incomplete letter
- On 9.8.25 the applicant resubmitted the project for review.
- On 9.25.2 a second incomplete letter was sent out to the applicant.
- On 11.24.25 the applicant resubmitted the project for review.
- On 12.10.25 a third incomplete letter was sent out to the applicant.
- On 12.19.25 the applicant resubmitted the project for review.
- On 1.6.26 a fourth incomplete letter was sent out to the applicant.
- On 2.9.26 the applicant resubmitted the project for review.
- On 2.18.26 a fifth incomplete letter was sent out to the applicant.
- On 4.11.26 the applicant resubmitted the project for review.
- On 5.20.26 the project was presented to Planning Commission

Project Map:

Current Status:

- On May 20, 2026 the Planning Commission approved entitlements for PLN25-20061 and is subject to Conditions of Approval.

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Future

The Leal Plan (MAP ID: LEAL)

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

Notes:

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

Project Map:

Current Status:

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

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CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CONSENT CALENDAR
Agenda Item No. 11.3
August 12, 2026

Public Works Department Update

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

Recommended Action(s)
Staff recommends that the City Council receive and file the Public Works Department update.

Summary
The Public Works Department provides monthly updates on residential and commercial development projects, encroachment permits, capital improvements projects including a grant summary.

Background
Not Applicable.

Analysis
Not Applicable.

Environmental
Not Applicable.

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

Fiscal Impact
Not Applicable.

Prior City Council/Commission Action

Not Applicable.

Attachment(s)

Attachment 1 - PW Grants Summary
Attachment 2 - PW Project Update List

PUBLIC WORKS GRANTS SUMMARY

GRANTS AWARDED

AGENCY	GRANT NAME	PROJECT NAME	GRANT AWARD	MATCH	DUE DATE	STATUS
USDOT: Department of Transportation	Congressman Calvert: 2023 Transportation and Infrastructure Appropriations Bill	Limonite Gap Pedistrian Bridge	$ 1,600,000.00	$ 400,000.00		This grant is for construction phaseo only. The project is currently under design.
California Department of Resources Recycling and Recovery	CalRecycle Rubberized Pavement (TRP) Grant Program (TRP16-23-0047)	Annual Overlay/Residential Slurry Seal Project	$ 170,586.00		April 1, 2026	
California Department of Transportation	HSIP: Highway Safety Improvement Program Cycle 12	Traffic Signal Improvement at Sumner and 68th	$ 642,402.00	$ 79,398.00	March 31, 2028	Allocation request for PE phase will be submitted.

EASTVALE PUBLIC WORKS PROJECT UPDATES

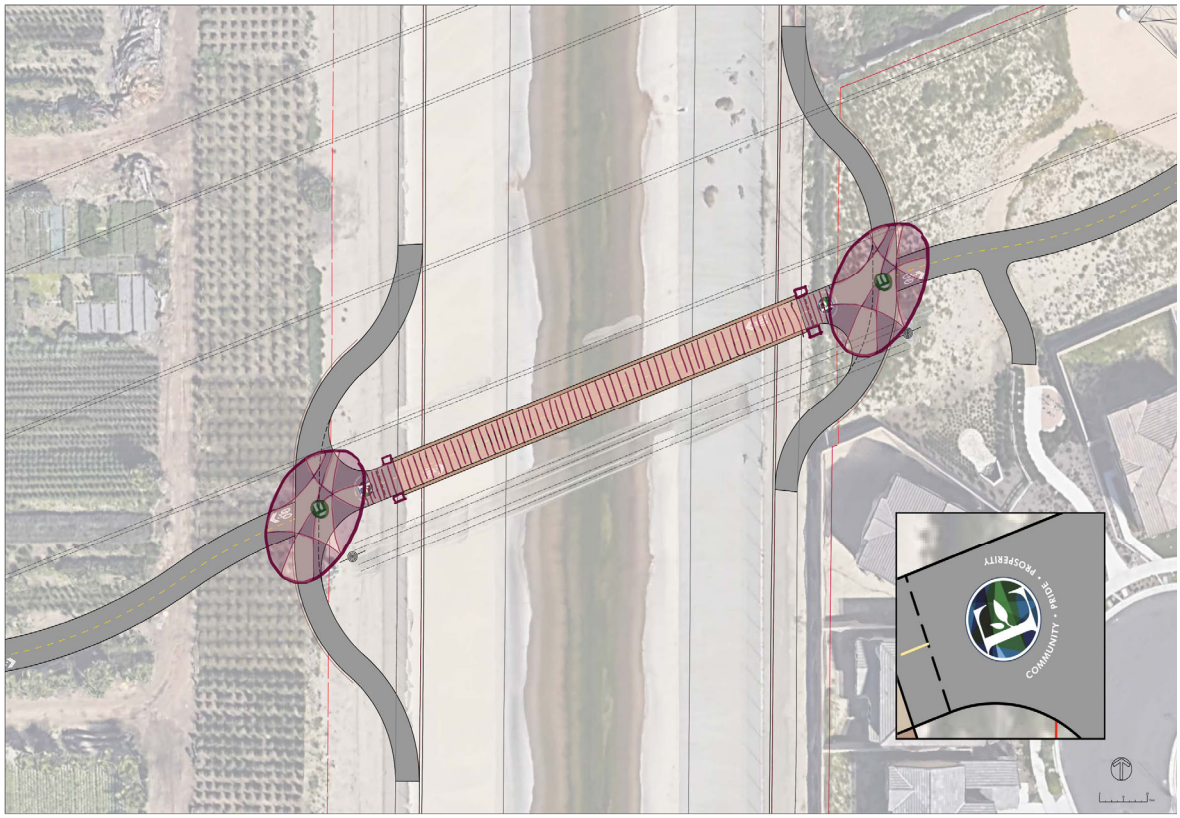
PROJECT TYPE:	Capital Improvements Project
PROJECT NAME:	Civic Center Project (Phase 1)
PROJECT DESCRIPTION:	A design build project to construct a Phase 1 of the Civic Center Project, which includes approximately 52,000 square foot City Hall, a 25,000 square foot library, a 20,000 square foot police station with a park and a civic plaza.
PROJECT STATUS:	**In Construction:** The construction contract was awarded to Clark Construction on June 25, 2025. Notice to Proceed was issued to Clark, effective August 11, 2025.
PROJECT SCHEDULE:	Construction is on schedule. Contractor started installing interior metal stud framing at City Hall. Offsite utility work has begun on Premier Place.

PROJECT RENDERING:

EASTVALE PUBLIC WORKS PROJECT UPDATES

PROJECT TYPE:	Capital Improvements Project
PROJECT NAME:	Limonite Gap Pedestrian Bridge
PROJECT DESCRIPTION:	Project will design and install a prefabricated steel fabricated bridge over Cucamonga Creek Channel to close the gap of pedestrian path within the SCE easement.
PROJECT STATUS: :	**In Design – Engineering:** Design contract was awarded to TYLin on April 10, 2024. 65% PS&E was delivered on February 17, 2025 and is being reviewed.
PROJECT SCHEDULE:	100% PS&E is anticipated to be delivered by June 2026.

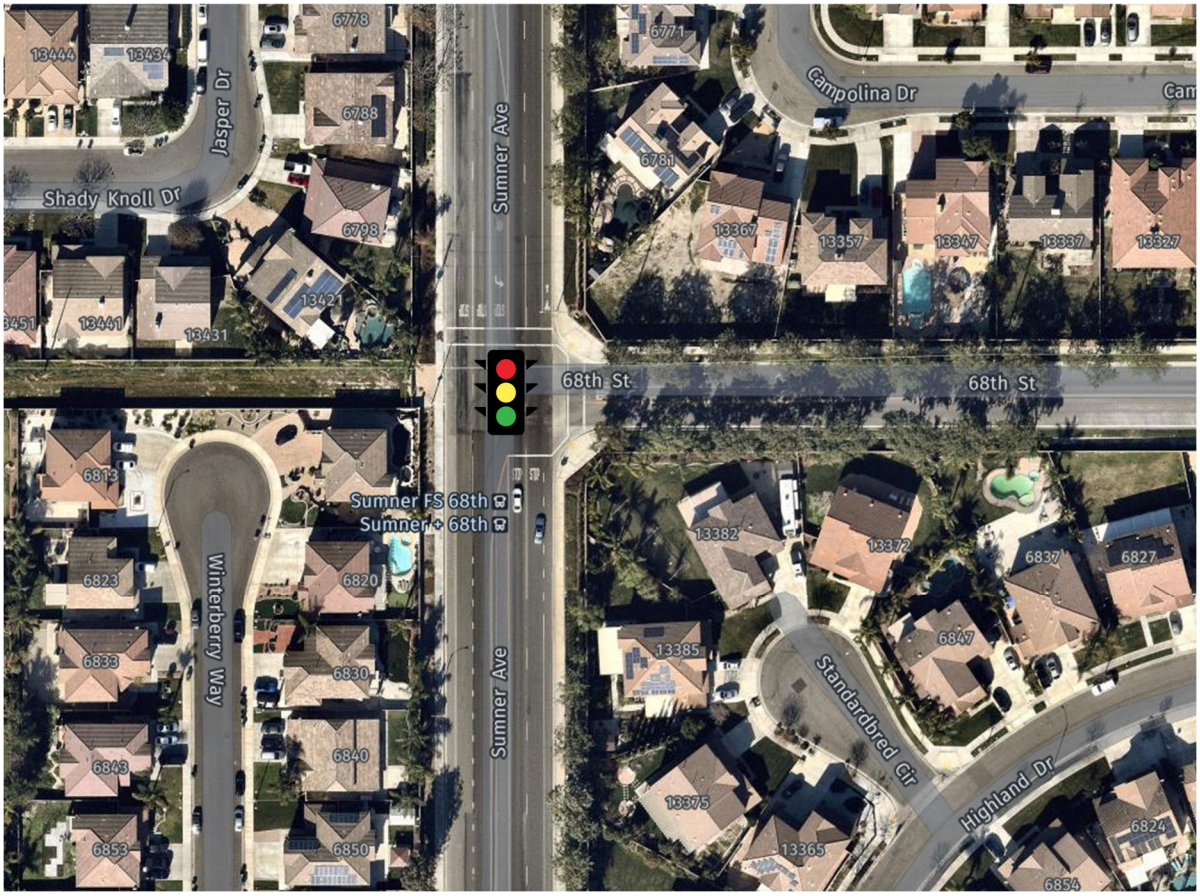
PROJECT MAP:



EASTVALE PUBLIC WORKS
PROJECT UPDATES

PROJECT TYPE:	Capital Improvements Project
PROJECT NAME:	Traffic Signal Improvement at Sumner Ave and 68th St
PROJECT DESCRIPTION:	Project will design and install traffic signals at the intersection of Sumner Ave and 68th Street.
PROJECT STATUS:	**In Design – Engineering:** Design contract was awarded to STC on August 13, 2025.
PROJECT SCHEDULE:	The final PS&E is expected to be completed by June 2026, and the project is tentatively scheduled to be advertised for construction bidding in July 2026.

PROJECT IMAGE:



EASTVALE PUBLIC WORKS PROJECT UPDATES

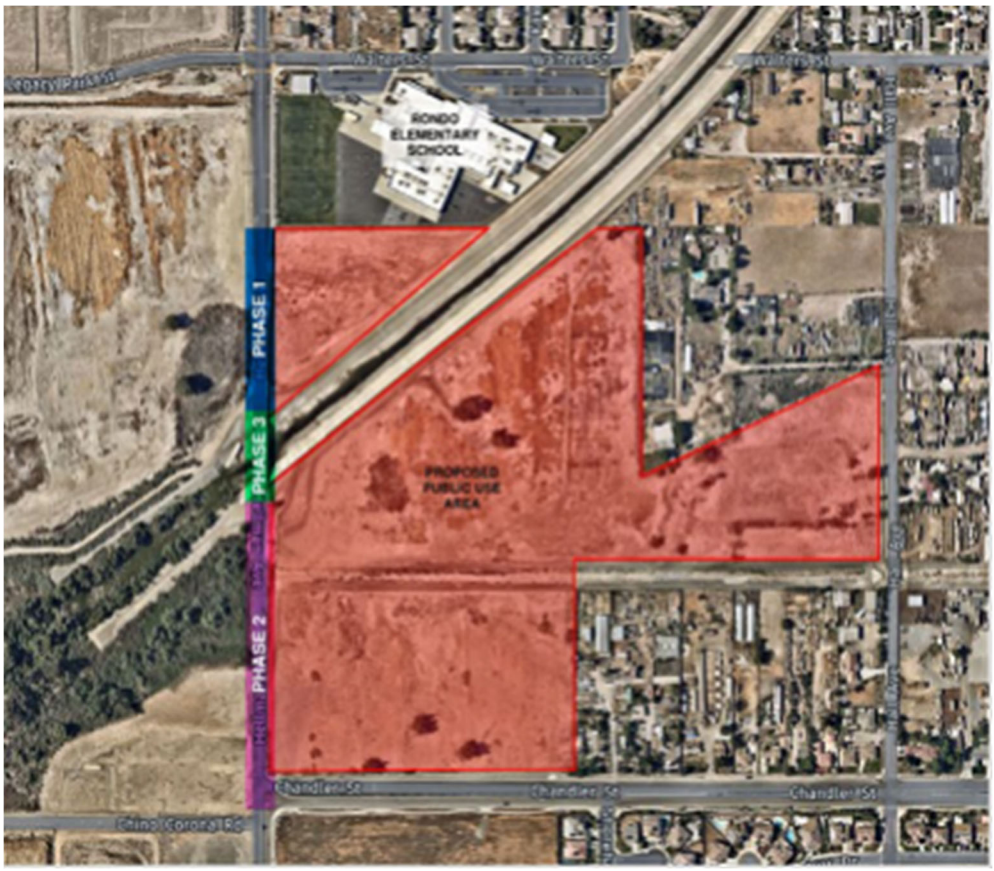
PROJECT TYPE:	Capital Improvements Project
PROJECT NAME:	Citywide Traffic Signal Synchronization - Phase 1 Arterials
PROJECT DESCRIPTION:	Install traffic synchronization components and fiber optic line and/or wireless antenna to relay signal per the traffic signal synchronization master plan. Traffic signal synchronization of major corridors will be completed in two phases. Phase 1 includes Hamner Avenue, Archibald Avenue, Schleisman Road and Scholar Way. Phase 2 includes collectors streets including Harrison Ave, Sumner Ave, 65th St, and Citrus St (CIP 94007). This project is for Phase 1, and synchronization on Schleisman Rd will be completed after the intersection of Schleisman Rd and Sumner is improved by a developer.
PROJECT STATUS:	**In Design - Engineering:** Design contract was awarded to STC on August 13, 2025.
PROJECT SCHEDULE:	The final PS&E is expected to be completed by June 2026, and the project is tentatively scheduled to be advertised for construction bidding in July 2026.

PROJECT IMAGE:

EASTVALE PUBLIC WORKS PROJECT UPDATES

PROJECT TYPE:	Capital Improvements Project
PROJECT NAME:	Hellman Avenue Street Widening and Walters Pedestrian Bridge
PROJECT DESCRIPTION:	The project involves widening Hellman Avenue from Walters Street to River Road to eliminate bottlenecks and improve traffic flow. The scope includes conducting a feasibility study, preparing environmental documents, right-of-way easement documents, and PS&E. The project will be completed in two phases: 1) Widening of Hellman Avenue north of Chandler Avenue, including lot grading south of Rondo Elementary School and bridge widening. 2) Widening of Hellman Avenue from Shortham Street to River Road. The feasibility study will determine the most efficient approach for phasing the project.
PROJECT STATUS:	**In Design - Engineering:** This project is receiving TUMF funding.
PROJECT SCHEDULE:	The RFP for design and environmental services has been issued. The NTP is anticipated in June 2026.

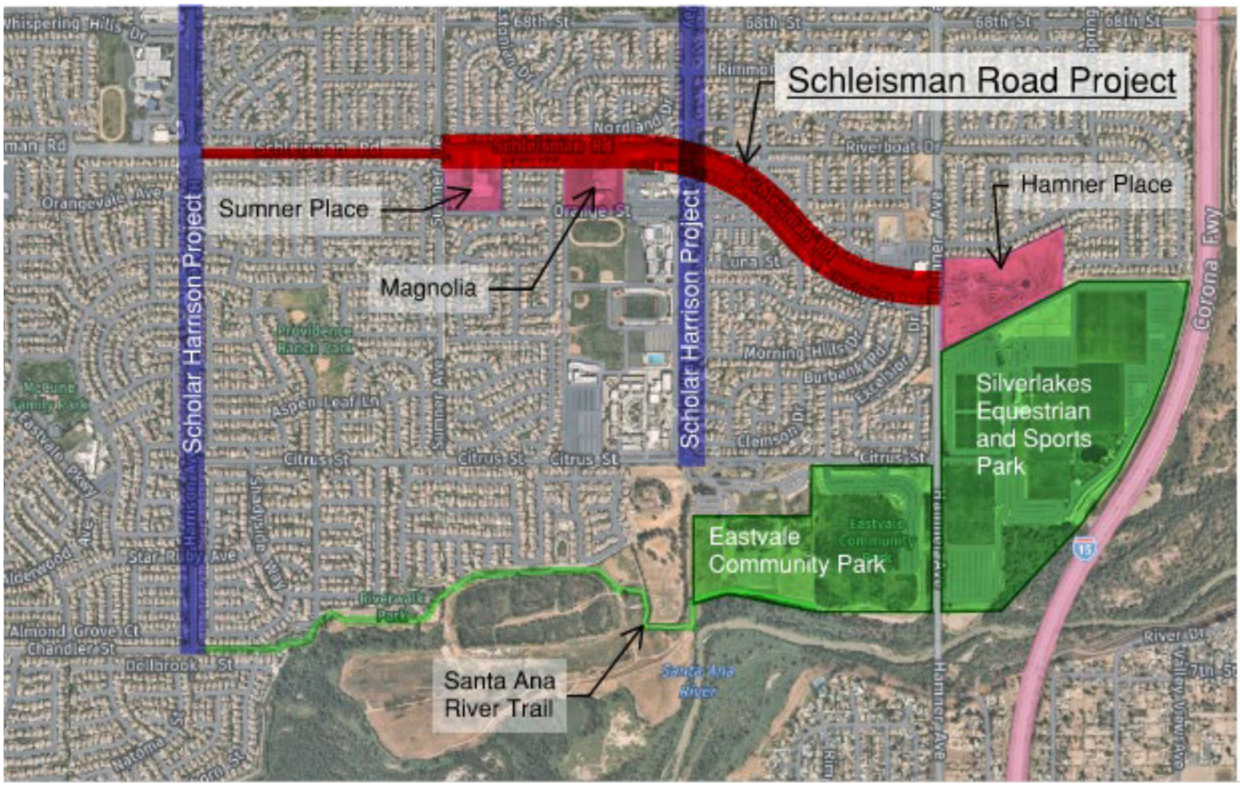
PROJECT IMAGE:



EASTVALE PUBLIC WORKS PROJECT UPDATES

PROJECT TYPE:	Capital Improvements Project
PROJECT NAME:	Schleisman Road Mobility, Safety and Connectivity Project
PROJECT DESCRIPTION:	Design and construction of Schleisman Road between Hamner Avenue and Sumner Avenue to include all-inclusive, all ages and abilities.
PROJECT STATUS:	**In Design – Engineering:** Notice to Proceed issued 6/12/2025.
PROJECT SCHEDULE:	60% plans being prepared.

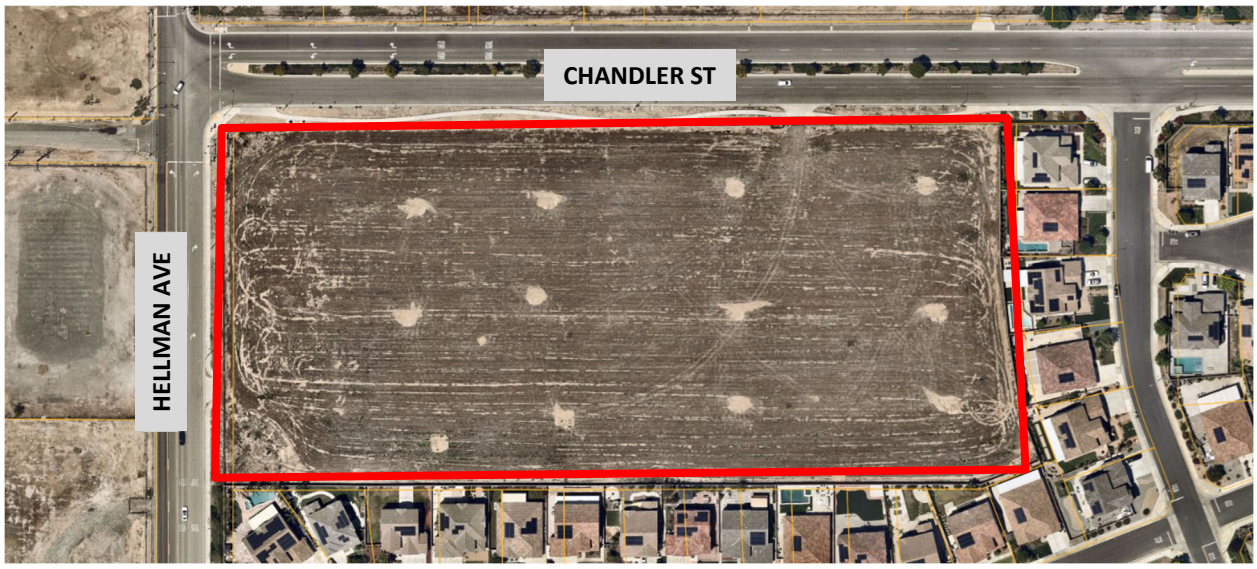
PROJECT IMAGE:



EASTVALE PUBLIC WORKS PROJECT UPDATES

PROJECT TYPE:	Residential Development
PROJECT NAME:	Oasis Residential
PROJECT LOCATION:	Southeast corner of Chandler Street and Hellman Avenue
PROJECT DESCRIPTION:	65 Residential units on 8.2 acres.
PROJECT STATUS:	Project is currently in review for entitlement.

PROJECT MAP:



EASTVALE PUBLIC WORKS PROJECT UPDATES

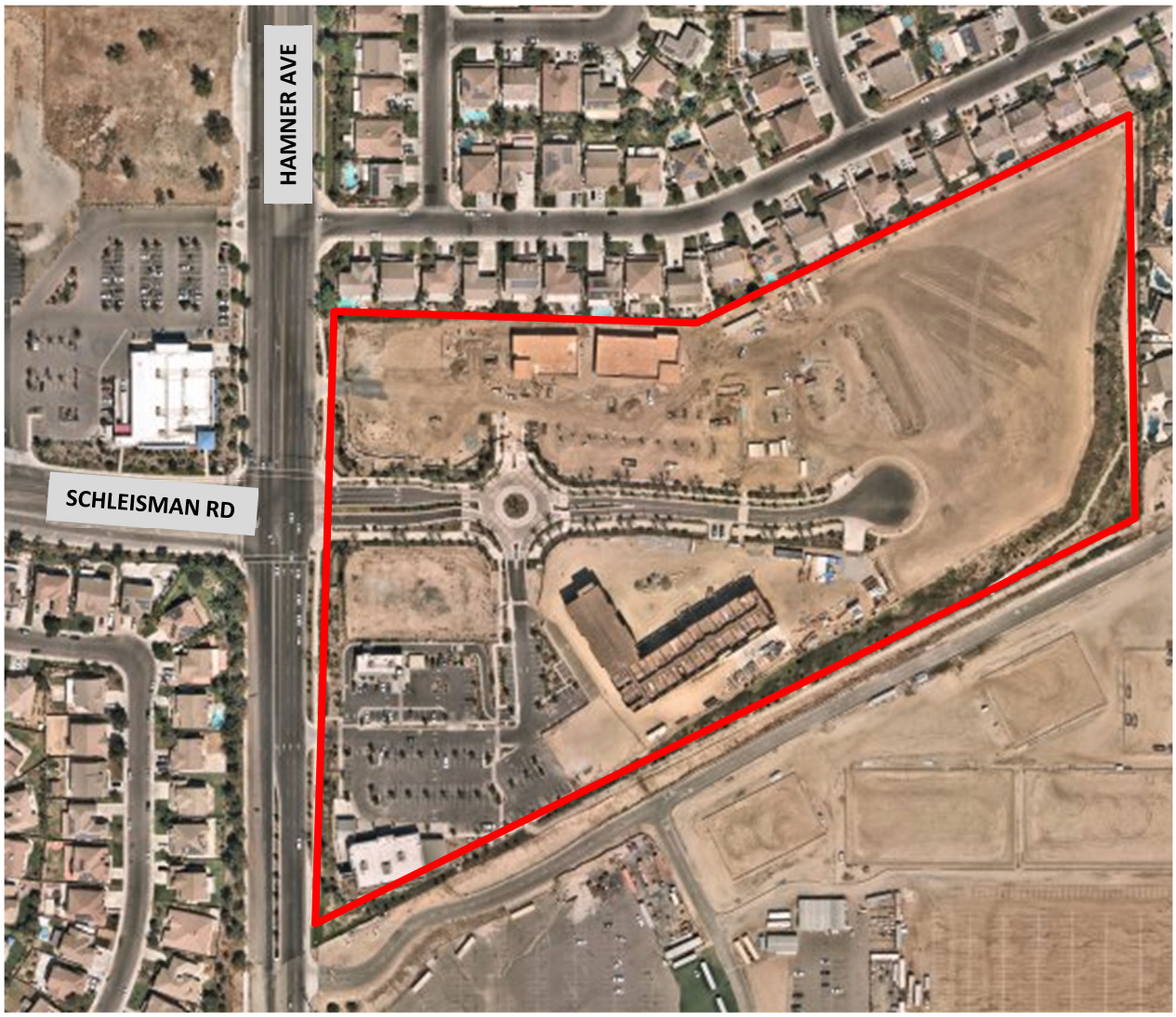
PROJECT TYPE:	Residential Development
PROJECT NAME:	Warmington Residential
PROJECT NUMBER:	PW25-10004
PROJECT LOCATION:	Southeast corner of Archibald Avenue and Grapewin Street
PROJECT DESCRIPTION:	Improvements include 76 residential lots on 8.3 acres.
PROJECT STATUS:	Project has pulled it's encroachment permit.

PROJECT MAP:

EASTVALE PUBLIC WORKS PROJECT UPDATES

PROJECT TYPE:	Commercial Development
PROJECT NAME:	Hamner Place
PROJECT NUMBER:	PW18-10712
PROJECT LOCATION:	East of Hamner Avenue and Schleisman Road
PROJECT DESCRIPTION:	Improvements include 21.48 gross acres.
PROJECT STATUS:	Onsite improvement ongoing

PROJECT MAP:



EASTVALE PUBLIC WORKS PROJECT UPDATES

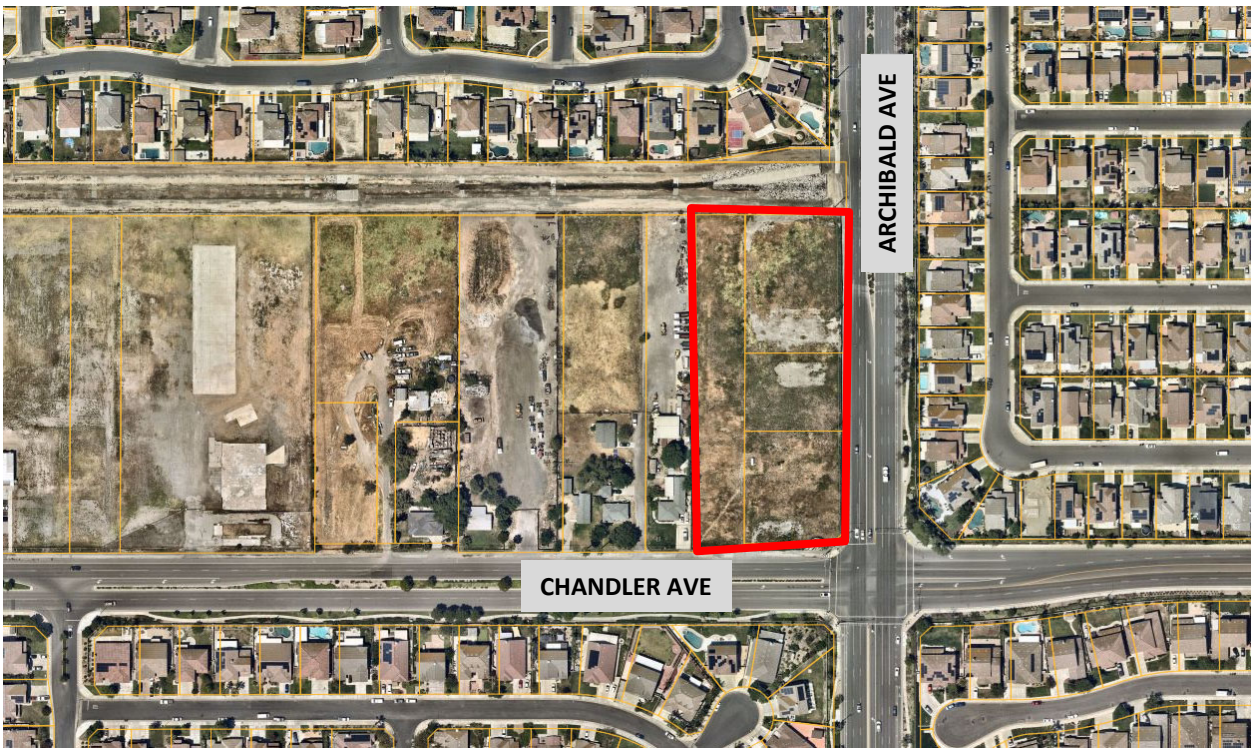
PROJECT TYPE:	Residential Development
PROJECT NAME:	Eastwalk/ Leal
PROJECT NUMBER:	PW22-1004
PROJECT LOCATION:	Northwest corner of Limonite Avenue and Hamner Avenue
PROJECT DESCRIPTION:	158.6 acre development that will include approximately 2500 residential units as well as plans for future commercial development
PROJECT STATUS:	Developer has obtained precise grading, street, sewer and water, and building permits for Phase B

PROJECT MAP:

EASTVALE PUBLIC WORKS PROJECT UPDATES

PROJECT TYPE:	Commercial Development
PROJECT NAME:	Chandler Plaza
PROJECT NUMBER:	TPM 37653
PROJECT LOCATION:	Northwest corner of Chandler Avenue and Archibald Avenue
PROJECT DESCRIPTION:	2.70 acre subdivision into three retail development parcels
PROJECT STATUS:	Developer is working to obtain permits

PROJECT MAP:



EASTVALE PUBLIC WORKS PROJECT UPDATES

PROJECT TYPE:	Commercial Development
PROJECT NAME:	Walmart
PROJECT NUMBER:	PW23-10004
PROJECT LOCATION:	Southeast corner of Limonite Avenue and Archibald Avenue
PROJECT DESCRIPTION:	177,000 square foot retail center on 23.3 acres
PROJECT STATUS:	Walmart is open. Off-site improvements are wrapping up.

PROJECT MAP:

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CONSENT CALENDAR
Agenda Item No. 11.4
August 12, 2026

Treasurer's Report: June 2026

Prepared By:
Amanda Wells, Finance Director/City Treasurer

Recommended Action(s)
Staff recommends that the City Council receive and file the City Treasurer's Report.

Summary
In accordance with the City of Eastvale's Investment Policy, adopted June 24, 2026, the City Treasurer is required to submit a quarterly Treasurer's report to the City Council. The report shall include types of investments, credit ratings, institutions involved, dates of purchases, dates of maturity, amount of deposits or cost of the security, current market value of the securities, interest rates, investment fund balances, and a statement as to whether investments are in compliance with the Investment Policy and whether there are sufficient funds to meet the City's cash obligations for the next six months.

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

The Dash Board Report Card, consists of two sections:

I. Portfolio Diversification – This section reflects the diversification of the City of Eastvale's portfolio by both type of instrument and length of maturity.

II. Portfolio Performance Measures – This section compares budget to actuals in for interest earnings. Also included is a cash breakdown report per the City's fund balance reserve policy showing funds restricted, committed, designated, and unassigned in addition to investment income received as of June 30, 2026, broken down by investment type. The City of Eastvale's Schedule of Investments complies with the City's Investment Policy. The City has sufficient funds to meet its expenditure requirements for the next six months. Total cash and investments as of the end of June are $338,744,328 (book value). Active deposits total $303,185,410; inactive deposits total $8,004,574. The remaining amount of $27,554,345 accounts for cash with fiscal agent, which comprises bond proceeds for the Civic Center Project. Net investment income received for fiscal year 2025-26 through the end of June (twelve months of the fiscal year) is $12,299,876. The net annualized yield on investments is 4.120%.

Cash and investment income is spread among all of the city's 100+ funds and is not an indicator of available cash in any one particular fund, such as the General Fund.

Environmental

Government investment reports are not considered a Project as defined by the California Environmental Quality Act (CEQA) and no environmental review is required.

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

The Treasurer's Report is an activity required by the city's investment policy and is not a strategic activity.

Fiscal Impact

Not applicable.

Prior City Council/Commission Action

Not applicable.

Attachment(s)

Attachment 1 - Investment Report: June 2026
Attachment 2 - PFM Statement: June 2026

CITY OF EASTVALE
Treasurer's Report
Fiscal Year 2025-26 as of June 30, 2026

Introduction

In accordance with the City Investment Policy, a quarterly investment report shall be filed with the City Council which provides a clear picture of the status of the current investments. The report for the month ending June 30, 2026 has been prepared by City Staff. We hereby certify that this report accurately reflects all pooled investments and is in compliance with the City's Investment Policy. Combined with anticipated revenues, the portfolio contains sufficient investment liquidity to meet budgeted expenditures for the next six months.

This report is based on the city's fiscal year, July through June.

12 MONTH BALANCES

Month Ending	Active Deposits Ending Book Value	Inactive Deposits Ending Book Value	Cash With Fiscal Agent	Interest*	Realized Gain/(Loss)	Yield at Cost
July 31, 2025	$ 267,263,935	$ 8,003,111	$ 57,529,535	$ 1,408,122	$ 23,852	4.951%
August 31, 2025	273,409,767	10,818,948	57,549,582	646,820	227	4.848%
September 30, 2025	277,037,455	8,000,000	57,549,582	868,876	31,270	4.736%
October 31, 2025	283,398,116	8,000,000	57,939,042	1,585,273	32,301	4.549%
November 30, 2025	282,017,368	8,000,000	50,257,618	736,541	60,384	4.408%
December 31, 2025	285,973,519	8,000,000	46,150,973	782,599	30,195	4.194%
January 31, 2026	291,375,471	8,019,637	46,289,521	1,467,729	18,703	4.056%
February 28, 2026	298,458,685	8,002,262	40,248,145	579,108	43,121	3.892%
March 31, 2026	294,687,332	8,005,300	37,580,615	821,236	50,951	4.167%
April 30, 2026	301,559,880	8,000,212	34,715,306	1,447,090	1,561	3.981%
May 31, 2026	301,150,001	8,000,000	30,921,077	717,379	50,984	3.942%
June 30, 2026	303,185,410	8,004,574	27,554,345	816,885	(13,358)	4.134%

*LAIF interest is received quarterly in July, October, January, and April

CITY OF EASTVALE
Treasurer's Report
Fiscal Year 2025-26 as of June 30, 2026

Schedule of Investments

Institution	Par Value	Book Value Price @ Cost	(Fair Value) Market Value	Yield
ACTIVE DEPOSITS				
Money Market Accounts:				
Citizens Business Bank - Money Market	$ -	$ -	$ -	0.100%
First American Govt Oblig Fund Cl Y	315,579	315,579	315,579	3.260%
Total Money Market	**$ 315,579**	**$ 315,579**	**$ 315,579**	**3.260%**
Sweep Accounts:				
Citizens Business Bank - General Sweep	$ 4,383,193	$ 4,383,193	$ 4,383,193	0.100%
Total Sweep Accounts	**$ 4,383,193**	**$ 4,383,193**	**$ 4,383,193**	**0.100%**
Pooled Investment Accounts:				
CAMP Pool	$ 189,855,757	$ 189,855,757	$ 189,855,757	3.770%
Local Agency Investment Fund*	66,797,391	66,797,391	66,796,110	3.980%
Total Pooled Investment	**$ 256,653,148**	**$ 256,653,148**	**$ 256,651,867**	**3.825%**
PFM Managed Investment Portfolio:				
U.S. Treasury Bond / Note	$ 14,565,000	$ 14,403,754	$ 14,363,074	3.900%
U.S. Treasury Bill	-	-	-	0.000%
Supra-National Agency Bond / Note	-	-	-	0.000%
Municipal Bond / Note	110,000	110,000	108,849	4.210%
Federal Agency Commercial	7,967,907	7,918,011	7,994,083	4.770%
Asset-Back Security / Collateralized	6,784,096	6,783,253	6,764,081	4.320%
Certificate of Deposit	360,000	360,000	360,228	5.080%
Federal Agency Bond / Note	-	-	-	0.000%
Bank Note	610,000	610,865	609,968	4.970%
Corporate Note	11,799,000	11,647,607	11,667,272	4.250%
Total PFM Managed Investments	**$ 42,196,003**	**$ 41,833,490**	**$ 41,867,555**	**4.257%**
ACTIVE DEPOSITS TOTAL	**$ 303,547,923**	**$ 303,185,410**	**$ 303,218,194**	**4.134%**
INACTIVE DEPOSITS				
Checking Account:				
Citizens Business Bank - General Account	$ 8,004,574	$ 8,004,574	$ 8,004,574	0.000%
Total Inactive Deposits	**$ 8,004,574**	**$ 8,004,574**	**$ 8,004,574**	**0.000%**
INACTIVE DEPOSITS TOTAL	**$ 8,004,574**	**$ 8,004,574**	**$ 8,004,574**	
CASH WITH FISCAL AGENT				
Revenue Lease Bonds				
US Bank Series 2025A**	$ 27,554,345	$ 27,554,345	$ 27,554,345	3.350%
Total Cash with Fiscal Agent	**$ 27,554,345**	**$ 27,554,345**	**$ 27,554,345**	**3.350%**
CASH WITH FISCAL AGENT TOTAL	**$ 27,554,345**	**$ 27,554,345**	**$ 27,554,345**	
GRAND TOTAL CASH	**$ 339,106,841**	**$ 338,744,328**	**$ 338,777,113**	

**yield as of the prior quarter end; LAIF max of $75.0M*

***new as of 07/31/2025*

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

CITY OF EASTVALE
Treasurer's Report
Fiscal Year 2025-26 as of June 30, 2026

Dash Board Report Card

I. PORTFOLIO DIVERSIFICATION*

DIVERSIFICATION BY INSTRUMENT	
Money Market	0.10%
Sweep	1.45%
LAIF	22.03%
CAMP Pool	62.61%
Certificates of Deposit	0.12%
U.S. Treasury Bond/ Note	4.74%
U.S. Treasury Bill	0.00%
Supra-National Agency Bond/Note	0.00%
Municipal Bond / Note	0.04%
Federal Agency Collaterized Mortgage	2.64%
Asset-Backed Security/ Collateralized	2.23%
Federal Agency Bond/ Note	0.00%
Bank Note	0.20%
Corporate Note	3.85%
	100.00%

DIVERSIFICATION BY MATURITY	
Less Than 90 Days	86.46%
90 days to Six Months (26 Weeks)	0.08%
Six Months to One Year (52 Weeks)	0.64%
One to Two Years (104 Weeks)	1.64%
Two to Three Years (156 Weeks)	3.29%
Three to Four Years (208 Weeks)	4.26%
Four to Five Years	3.62%
Five Years +	0.00%
	100.00%

II. PORTFOLIO PERFORMANCE MEASURES*

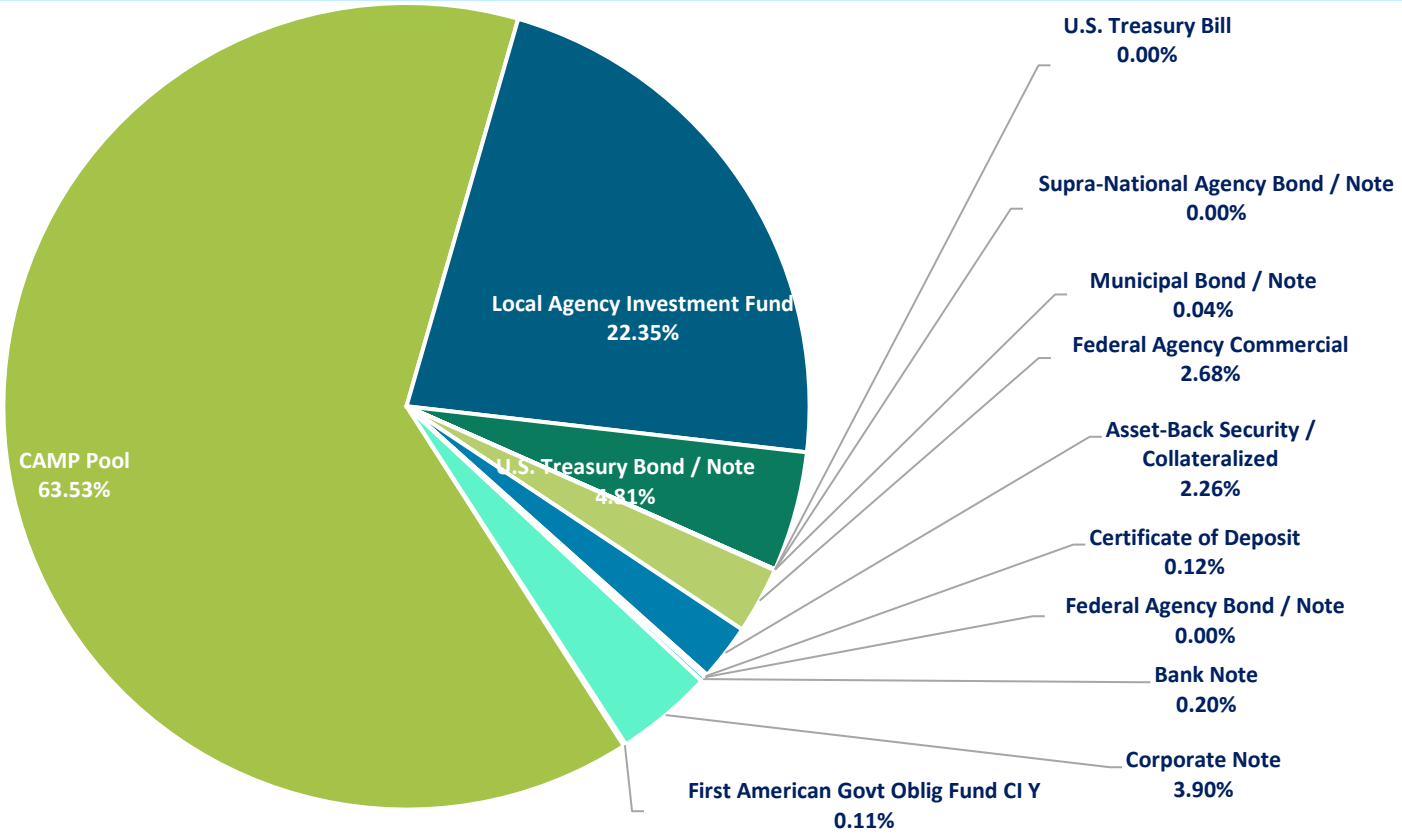
Yield at Cost - June 30, 2026	4.134%	
Annual Investment Income Budget	**$ 7,781,585**	**A**
Investment Income Received - YTD 06/30/2026	12,342,706	**B**
Less Investment Fees	(42,830)	**C**
Net Investment Income Received - YTD 06/30/2026	**$ 12,299,876**	**B+C**
Over/(Under) Annual Budget	*$ 4,518,291*	**C-B**
% of Annual Budget	158.064%	
Net Yield Annualized at Cost - June 30, 2026	**4.120%**	

**excludes cash with fiscal agent*

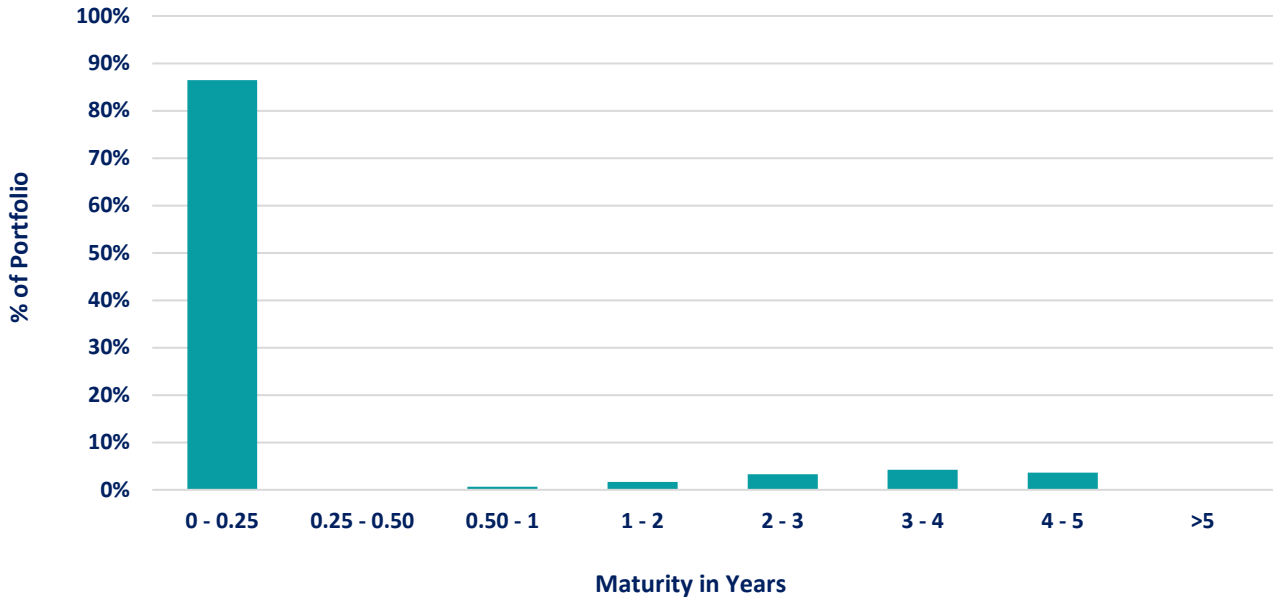
CITY OF EASTVALE
Treasurer's Report
Fiscal Year 2025-26 as of June 30, 2026

Dash Board Report Card

Active Investments: Diversification by Investment*

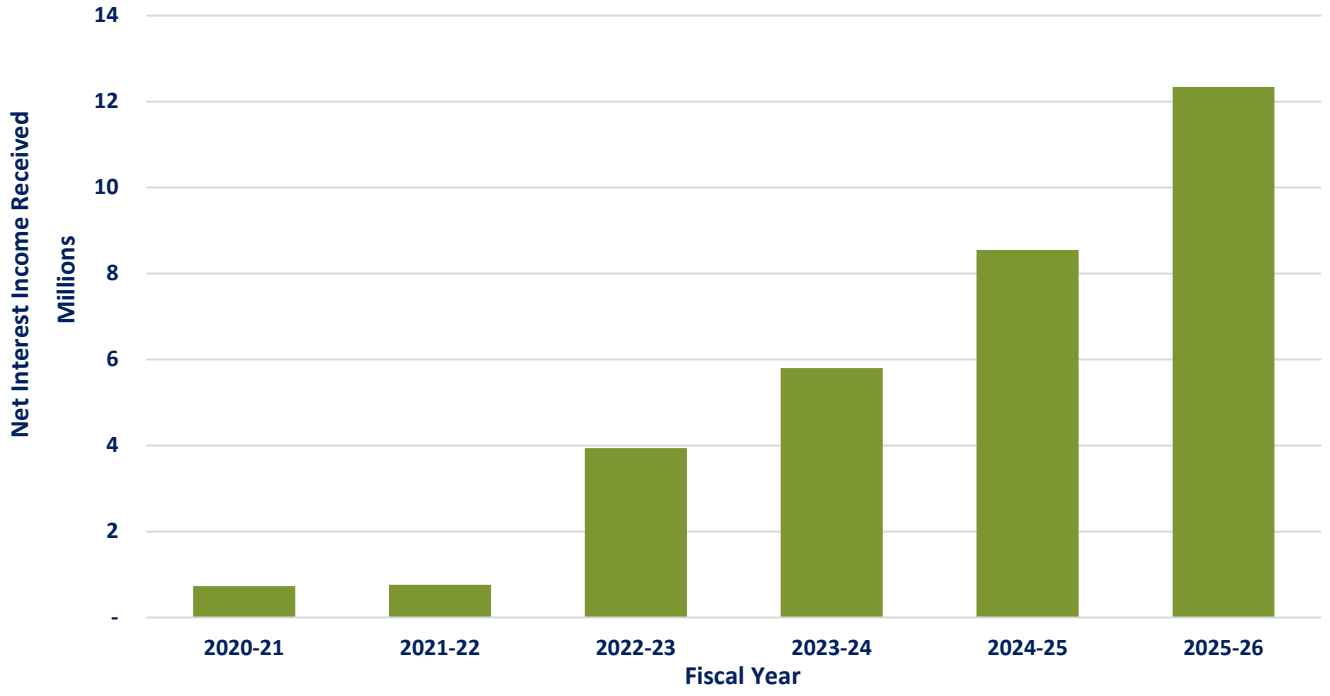


Active Investments: Diversification by Maturity*



Dash Board Report Card

All Activity: Year Over Year Total Interest Income



**excludes cash with fiscal agent*

CITY OF EASTVALE
Treasurer's Report
Fiscal Year 2025-26 as of June 30, 2026

Cash Breakdown per Fund Balance Reserve Policy

Schedule of Investments - June 30, 2026

Money Market Accounts	$ 315,579
Sweep Accounts	4,383,193
Pooled Investment Accounts	256,653,148
PFM Managed Investments	41,833,490
Checking Account	8,004,574
Cash with Fiscal Agent	27,554,345
Grand Total Cash - June 30, 2026	**$ 338,744,328**

Breakdown of Total Cash at June 30, 2026

Non-Spendable & Restricted Funds (Non-Discretionary Per Law):			$ 124,534,055
per 06/30/2025 audited financials			
Committed (Formal Action of City Council):			135,221,901
per fiscal year 2025-26 adopted budget			
Assigned (City's Intent):			
per fiscal year 2025-26 adopted budget			
Fire Operations			
per fiscal year 2025-26 adopted budget		10,759,000	
General Fund Emergency Contingency:			
per fund balance reserve policy (General and Fire Funds)		+ 29,942,137	
- Cash Flow for CIP Grants		16,854,090	
- Cover Special Revenue Fund Negative Fund Balance		387,319	
- Business Incentive Loan Program		130,000	
- Land Purchases		11,600,000	
- Financial System Implementation (FY 2025-26)		1,000,000	
All Funds Adopted Budget			
Revenues	210,291,546		
Expenditures	198,702,740		
All Funds Net Revenue		- 11,588,806	
Total Designated/ Assigned			59,083,740
Unassigned			19,904,632
Grand Total Cash - June 30, 2026			**$ 338,744,328**

*Restricted, committed, and assigned figures based on estimated fund balances at the end of the fiscal year, 06/30/2026. However cash estimates in this report are based on the current month. As a result, it is typical that a variance exists between projected unassigned cash balance and current unassigned cash balances. The variance will not be resolved until the end of the fiscal year. A negative unassigned cash balance in the current period does not indicate a cash flow issue for the city.

CITY OF EASTVALE
Treasurer's Report
Fiscal Year 2025-26 as of June 30, 2026

Investment Income Detail

Yield at Cost - June 30, 2026			4.134%
Annual Investment Income Budget	**A**	**$**	**7,781,585**
Investment Income Received YTD:			
Money Market (CBB)		$	-
Sweep (CBB)			25,284
Money Market (PFM)			5,948
LAIF			3,105,571
CAMP Pool			5,859,758
Certificate of Deposits			18,288
Municipal Bond/Note			1,793
U.S. Treasury Bill			523,584
U.S. Treasury Bond/ Note			48,281
Federal Agency Bond/ Note			65,121
Federal Agency Commercial Mortgage Backed Security			227,898
Asset-Backed Security			310,586
Corporate Note			336,852
Bank Note			52,881
Supra-National Agency Bond/Note			-
US Bank Series 2025A			1,430,673
Realized Gain/ (Loss)			330,190
Total Investment Income Received - YTD 06/30/2026	**B**		**12,342,706**
Less Investment Fees Paid:			
Trust Fees-U.S. Bank			(4,591)
Management Fee-PFM			(38,239)
Total Investment Fees Paid - YTD 06/30/2026	**C**		**(42,830)**
Net Investment Income Received - YTD 06/30/2026	**B+C**	**$**	**12,299,876**
Investment Income Over/(Under) Annual Budget	***C-B***	*$*	*4,518,291*
Investment Income Annual Budget % Used			158.064%
Net Yield Annualized at Cost - June 30, 2026			**4.120%**

pfm asset management

Customer Service
PO Box 11813
Harrisburg, PA 17108-1813

ACCOUNT STATEMENT

CITY OF EASTVALE

For the Month Ending
June 30, 2026

Client Management Team

Robert Montoya
Institutional Sales & Relationship Manager
633 W 5th Street, Suite/Floor 2560
Los Angeles, CA 90071
262-725-1090
robert.montoya@pfmam.com

Contents

Cover/Disclosures
Summary Statement
Individual Accounts

Accounts included in Statement

20240100	CITY OF EASTVALE - INVESTMENT PORTFOLIO

CITY OF EASTVALE
LOUIS JOVEN
12363 LIMONITE AVE, SUITE 910
EASTVALE, CA 91752

Online Access https://www.pfmam.com **Customer Service** 1-717-232-2723

Important Disclosures

Important Disclosures

This statement is for general information purposes only and is not intended to provide specific advice or recommendations. PFM Asset Management ("PFMAM") is a division of U.S. Bancorp Asset Management, Inc. ("USBAM"), a SEC-registered investment adviser. USBAM is direct subsidiary of U.S. Bank National Association ("U.S. Bank") and an indirect subsidiary of U.S. Bancorp. U.S. Bank is not responsible for and does not guarantee the products, services or performance of PFMAM. PFMAM maintains a written disclosure statement of our background and business experience. If you would like to receive a copy of our current disclosure statement, please contact Service Operations at the address below.

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

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

Account Control PFMAM does not have the authority to withdraw funds from or deposit funds to the custodian outside the scope of services provided by PFMAM. Our clients retain responsibility for their internal accounting policies; implementing and enforcing internal controls and generating ledger entries or otherwise recording transactions.

Market Value Generally, PFMAM's market prices are derived from closing bid prices as of the last business day of the month as supplied by ICE Data Services. There may be differences in the values shown for investments due to accrued but uncollected income and the use of differing valuation sources and methods. Non-negotiable FDIC-insured bank certificates of deposit are priced at par. Although PFMAM believes the prices to be reliable, the values of the securities may not represent the prices at which the securities could have been bought or sold. Explanation of the valuation methods for a registered investment company or local government investment program is contained in the appropriate fund offering documentation or information statement.

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

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

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

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

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

Rating Information provided for ratings is based upon a good faith inquiry of selected sources, but its accuracy and completeness cannot be guaranteed.

Shares of some local government investment programs and TERM funds are distributed by representatives of USBAM's affiliate, U.S. Bancorp Investments, Inc. which is registered with the SEC as a broker/dealer and is a member of the Financial Industry Regulatory Authority ("FINRA") and the Municipal Securities Rulemaking Board ("MSRB"). You may reach the FINRA by calling the FINRA Hotline at 1-800-289-9999 or at the FINRA website address https://www.finra.org/investors/investor-contacts. A brochure describing the FINRA Regulation Public Disclosure Program is also available from FINRA upon request.

Key Terms and Definitions

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

Current Yield is the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical fund account with a balance of one share over the seven-day base period including the statement date, expressed as a percentage of the value of one share (normally $1.00 per share) at the beginning of the seven-day period. This resulting net change in account value is then annualized by multiplying it by 365 and dividing the result by 7. The yields quoted should not be considered a representation of the yield of the fund in the future, since the yield is not fixed.

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

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

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

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

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

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

Please review the detail pages of this statement carefully. If you think your statement is wrong, missing account information, or if you need more information about a transaction, please contact PFMAM within 60 days of receipt. If you have other concerns or questions regarding your account, or to request an updated copy of PFMAM's current disclosure statement, please contact a member of your client management team at PFMAM Service Operations at the address below.

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

NOT FDIC INSURED **NO BANK GUARANTEE** **MAY LOSE VALUE**

pfm asset management

Account Statement

For the Month Ending **June 30, 2026**

Consolidated Summary Statement

CITY OF EASTVALE

Portfolio Summary

Portfolio Holdings	Cash Dividends and Income	Closing Market Value
PFMAM Managed Account	99,515.96	41,867,554.95
CAMP Pool	0.00	189,855,756.82
Total	**$99,515.96**	**$231,723,311.77**

Investment Allocation

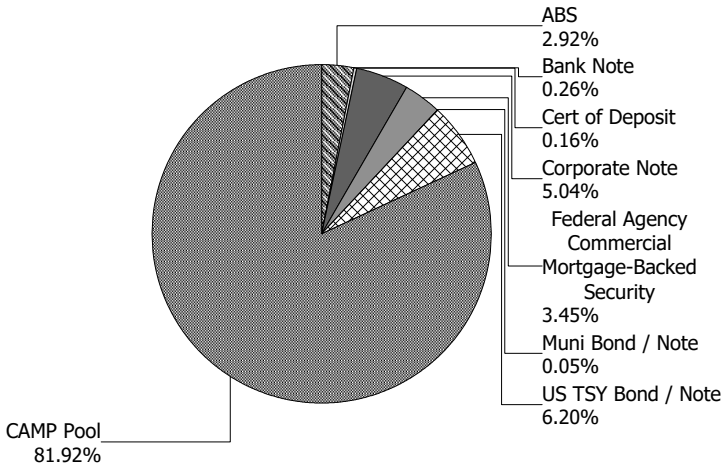
Investment Type	Closing Market Value	Percent
Asset-Backed Security	6,764,080.78	2.92
Bank Note	609,967.57	0.26
Certificate of Deposit	360,227.88	0.16
Corporate Note	11,667,271.92	5.04
Federal Agency Commercial Mortgage-Backed Se	7,994,083.07	3.45
Municipal Bond / Note	108,849.40	0.05
U.S. Treasury Bond / Note	14,363,074.33	6.20
CAMP Pool	189,855,756.82	81.92
Total	**$231,723,311.77**	**100.00%**

Maturity Distribution (Fixed Income Holdings)

Portfolio Holdings	Closing Market Value	Percent
Under 30 days	190,215,984.70	82.08
31 to 60 days	464,078.84	0.20
61 to 90 days	0.00	0.00
91 to 180 days	247,236.58	0.11
181 days to 1 year	1,944,159.05	0.84
1 to 2 years	4,976,792.99	2.15
2 to 3 years	9,986,651.36	4.31
3 to 4 years	12,908,500.12	5.57
4 to 5 years	10,979,908.13	4.74
Over 5 years	0.00	0.00
Total	**$231,723,311.77**	**100.00%**

Weighted Average Days to Maturity **203**

Sector Allocation



pfm asset management

Managed Account Summary Statement

For the Month Ending **June 30, 2026**

CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100

Transaction Summary - Managed Account	
Opening Market Value	**$42,013,791.04**
Maturities/Calls	(45,191.23)
Principal Dispositions	(1,319,529.06)
Principal Acquisitions	1,320,341.20
Unsettled Trades	0.00
Change in Current Value	(101,857.00)
Closing Market Value	**$41,867,554.95**

Cash Transactions Summary - Managed Account	
Maturities/Calls	0.00
Sale Proceeds	1,333,158.27
Coupon/Interest/Dividend Income	107,790.37
Principal Payments	45,191.23
Security Purchases	(1,328,886.42)
Net Cash Contribution	(381.39)
Reconciling Transactions	0.00

Earnings Reconciliation (Cash Basis) - Managed Account	
Interest/Dividends/Coupons Received	121,419.58
Less Purchased Interest Related to Interest/Coupons	(8,545.22)
Plus Net Realized Gains/Losses	(13,358.40)
Total Cash Basis Earnings	**$99,515.96**

Cash Balance	
Closing Cash Balance	**$315,578.81**

Earnings Reconciliation (Accrual Basis)	Total
Ending Amortized Value of Securities	42,020,884.11
Ending Accrued Interest	313,330.86
Plus Proceeds from Sales	1,333,158.27
Plus Proceeds of Maturities/Calls/Principal Payments	45,191.23
Plus Coupons/Dividends Received	107,790.37
Less Cost of New Purchases	(1,328,886.42)
Less Beginning Amortized Value of Securities	(42,072,105.40)
Less Beginning Accrued Interest	(284,474.84)
Total Accrual Basis Earnings	**$134,888.18**

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Portfolio Summary and Statistics

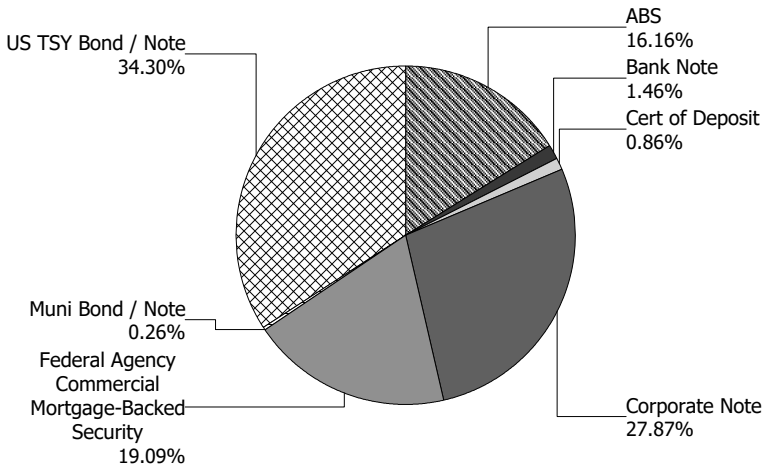
For the Month Ending **June 30, 2026**

CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100

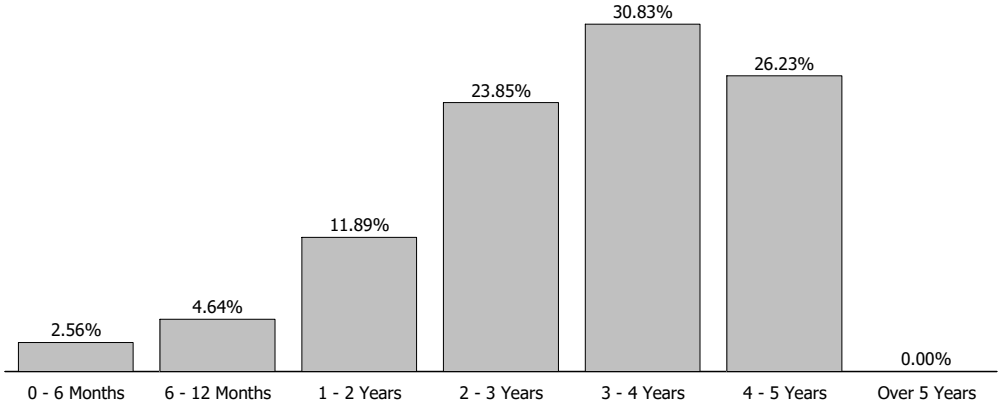
Account Summary

Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	14,565,000.00	14,363,074.33	34.30
Municipal Bond / Note	110,000.00	108,849.40	0.26
Federal Agency Commercial Mortgage-Backed Security	7,967,906.57	7,994,083.07	19.09
Corporate Note	11,799,000.00	11,667,271.92	27.87
Certificate of Deposit	360,000.00	360,227.88	0.86
Bank Note	610,000.00	609,967.57	1.46
Asset-Backed Security	6,784,096.22	6,764,080.78	16.16
Managed Account Sub-Total	**42,196,002.79**	**41,867,554.95**	**100.00%**
Accrued Interest		313,330.86	
Total Portfolio	**42,196,002.79**	**42,180,885.81**	
Unsettled Trades	**0.00**	**0.00**	

Sector Allocation



Maturity Distribution



Characteristics

Yield to Maturity at Cost	4.26%
Yield to Maturity at Market	4.34%
Weighted Average Days to Maturity	1117

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Managed Account Issuer Summary

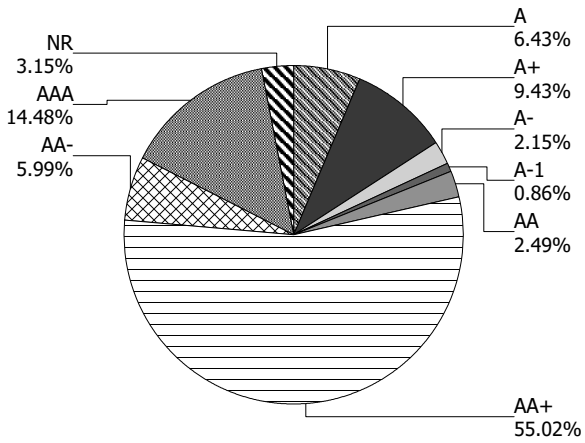
For the Month Ending **June 30, 2026**

CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100

Issuer Summary

Issuer	Market Value of Holdings	Percent
Adobe Inc	395,117.20	0.94
Ally Auto Receivables Trust	79,693.44	0.19
Alphabet Inc	565,666.04	1.35
Amazon.com Inc	615,409.38	1.47
American Express Co	535,574.10	1.28
AstraZeneca PLC	229,315.17	0.55
BA Credit Card Trust	689,040.22	1.65
Bank of America Corp	691,202.27	1.65
Bank of New York Mellon Corp	614,240.53	1.47
BlackRock Inc	592,837.49	1.42
Capital One Financial Corp	341,235.52	0.82
Caterpillar Inc	309,926.84	0.74
Charles Schwab Corp	314,696.88	0.75
Chase Auto Owner Trust	128,870.69	0.31
Cisco Systems Inc	131,380.47	0.31
Citigroup Inc	1,201,815.31	2.87
Cooperatieve Rabobank UA	360,227.88	0.86
Deere & Co	278,408.35	0.66
Eli Lilly & Co	293,456.86	0.70
Federal Home Loan Mortgage Corp	7,652,725.39	18.27
Federal National Mortgage Association	341,357.68	0.82
Fifth Third Auto Trust	85,615.84	0.20
Ford Credit Auto Owner Trust	163,812.33	0.39
GM Financial Consumer Automobile Receiv	82,469.17	0.20
Home Depot Inc	383,534.19	0.92
Honda Auto Receivables Owner Trust	1,072,493.04	2.56
Hyundai Auto Receivables Trust	829,522.66	1.98
JPMorgan Chase & Co	1,551,256.86	3.71
Kenvue Inc	222,117.28	0.53
Mastercard Inc	613,395.38	1.47
Meta Platforms Inc	422,713.50	1.01
Microsoft Corp	464,078.84	1.11

Credit Quality (S&P Ratings)



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Managed Account Issuer Summary

For the Month Ending **June 30, 2026**

CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100

Issuer	Market Value of Holdings	Percent
Morgan Stanley	609,967.57	1.46
National Rural Utilities Cooperative Fi	153,731.79	0.37
Novartis AG	550,175.36	1.31
NVIDIA Corp	283,991.10	0.68
PepsiCo Inc	276,285.19	0.66
Salesforce Inc	324,831.65	0.78
State of Hawaii	108,849.40	0.26
Target Corp	281,670.63	0.67
TotalEnergies SE	403,091.50	0.96
Toyota Auto Receivables Owner Trust	849,968.06	2.03
Toyota Motor Corp	294,885.83	0.70
United States Treasury	14,363,074.33	34.30
USAA Auto Owner Trust	94,595.11	0.23
Verizon Master Trust	357,329.16	0.85
Visa Inc	518,566.65	1.24
Walmart Inc	143,334.82	0.34
Total	**$41,867,554.95**	**100.00%**

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **June 30, 2026**

CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY N/B DTD 10/31/2022 4.125% 10/31/2027	91282CFU0	380,000.00	AA+	Aa1	12/06/22	12/08/22	385,284.38	3.81	2,640.90	381,439.31	379,777.32
US TREASURY N/B DTD 11/02/2020 0.500% 10/31/2027	91282CAU5	760,000.00	AA+	Aa1	01/04/23	01/06/23	647,217.19	3.91	640.22	728,774.74	724,315.72
US TREASURY N/B DTD 11/30/2022 3.875% 11/30/2027	91282CFZ9	575,000.00	AA+	Aa1	06/01/23	06/05/23	577,380.86	3.77	1,887.21	575,751.01	572,731.63
US TREASURY N/B DTD 01/03/2023 3.875% 12/31/2027	91282CGC9	520,000.00	AA+	Aa1	01/31/23	01/31/23	524,875.00	3.66	54.76	521,488.30	517,806.12
US TREASURY N/B DTD 02/01/2021 0.750% 01/31/2028	91282CBJ9	210,000.00	AA+	Aa1	05/16/23	05/18/23	184,676.95	3.56	656.98	201,470.60	199,081.68
US TREASURY N/B DTD 11/15/2018 3.125% 11/15/2028	9128285M8	50,000.00	AA+	Aa1	01/21/26	01/22/26	49,316.41	3.64	199.56	49,418.89	48,832.05
US TREASURY N/B DTD 04/30/2024 4.625% 04/30/2029	91282CKP5	115,000.00	AA+	Aa1	05/02/24	05/03/24	115,251.56	4.58	896.09	115,149.82	116,374.60
US TREASURY N/B DTD 05/31/2024 4.500% 05/31/2029	91282CKT7	130,000.00	AA+	Aa1	06/06/24	06/07/24	131,178.12	4.30	495.49	130,719.63	131,178.19
US TREASURY N/B DTD 07/01/2024 4.250% 06/30/2029	91282CKX8	50,000.00	AA+	Aa1	07/02/24	07/03/24	49,660.16	4.40	5.77	49,787.24	50,113.30
US TREASURY N/B DTD 07/01/2024 4.250% 06/30/2029	91282CKX8	165,000.00	AA+	Aa1	07/08/24	07/09/24	165,090.23	4.24	19.06	165,057.02	165,373.89
US TREASURY N/B DTD 07/31/2024 4.000% 07/31/2029	91282CLC3	40,000.00	AA+	Aa1	08/01/24	08/02/24	40,278.12	3.85	667.40	40,177.90	39,809.36
US TREASURY N/B DTD 09/03/2024 3.625% 08/31/2029	91282CLK5	1,090,000.00	AA+	Aa1	09/04/24	09/05/24	1,092,256.64	3.58	13,206.62	1,091,481.24	1,072,542.56
US TREASURY N/B DTD 09/30/2024 3.500% 09/30/2029	91282CLN9	500,000.00	AA+	Aa1	10/02/24	10/03/24	498,574.22	3.56	4,398.91	499,045.06	489,844.00
US TREASURY N/B DTD 10/31/2024 4.125% 10/31/2029	91282CLR0	270,000.00	AA+	Aa1	11/14/24	11/15/24	267,996.09	4.29	1,876.43	268,608.73	269,567.46

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **June 30, 2026**

CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY N/B DTD 10/31/2024 4.125% 10/31/2029	91282CLR0	300,000.00	AA+	Aa1	11/01/24	11/04/24	299,261.72	4.18	2,084.92	299,491.03	299,519.40
US TREASURY N/B DTD 12/02/2024 4.125% 11/30/2029	91282CMA6	295,000.00	AA+	Aa1	12/05/24	12/06/24	295,530.08	4.08	1,030.69	295,375.35	294,539.21
US TREASURY N/B DTD 12/31/2024 4.375% 12/31/2029	91282CMD0	845,000.00	AA+	Aa1	01/06/25	01/07/25	843,118.55	4.43	100.46	843,636.75	850,446.02
US TREASURY N/B DTD 01/31/2025 4.250% 01/31/2030	91282CMG3	725,000.00	AA+	Aa1	02/04/25	02/05/25	722,309.57	4.33	12,852.73	723,011.24	726,586.30
US TREASURY N/B DTD 02/28/2023 4.000% 02/28/2030	91282CGO8	1,300,000.00	AA+	Aa1	03/04/25	03/05/25	1,302,742.19	3.95	17,380.43	1,302,069.98	1,292,128.50
US TREASURY N/B DTD 03/31/2025 4.000% 03/31/2030	91282CMU2	905,000.00	AA+	Aa1	04/01/25	04/02/25	909,525.00	3.89	9,099.45	908,478.04	899,237.87
US TREASURY N/B DTD 05/31/2023 3.750% 05/31/2030	91282CHF1	785,000.00	AA+	Aa1	06/04/25	06/05/25	776,076.76	4.00	2,493.34	777,850.02	772,581.30
US TREASURY N/B DTD 06/30/2025 3.875% 06/30/2030	91282CNK3	285,000.00	AA+	Aa1	07/01/25	07/01/25	285,857.23	3.81	30.01	285,698.71	281,704.83
US TREASURY N/B DTD 09/02/2025 3.625% 08/31/2030	91282CNX5	1,180,000.00	AA+	Aa1	09/02/25	09/03/25	1,173,731.25	3.74	14,297.08	1,174,694.30	1,154,417.60
US TREASURY N/B DTD 09/30/2025 3.625% 09/30/2030	91282CPA3	80,000.00	AA+	Aa1	10/30/25	10/31/25	79,656.25	3.72	728.96	79,699.58	78,237.52
US TREASURY N/B DTD 09/30/2025 3.625% 09/30/2030	91282CPA3	900,000.00	AA+	Aa1	10/01/25	10/02/25	897,468.75	3.69	8,200.82	897,821.13	880,172.10
US TREASURY N/B DTD 12/01/2025 3.500% 11/30/2030	91282CPN5	460,000.00	AA+	Aa1	12/03/25	12/05/25	457,376.56	3.63	1,363.66	457,655.09	447,098.38
US TREASURY N/B DTD 12/31/2025 3.625% 12/31/2030	91282CPR6	120,000.00	AA+	Aa1	01/02/26	01/05/26	119,414.06	3.73	11.82	119,467.02	117,173.40
US TREASURY N/B DTD 02/02/2026 3.750% 01/31/2031	91282CPW5	105,000.00	AA+	Aa1	02/04/26	02/05/26	104,630.86	3.83	1,642.44	104,658.33	103,018.97

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **June 30, 2026**

CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY N/B DTD 02/02/2026 3.750% 01/31/2031	91282CPW5	370,000.00	AA+	Aa1	02/05/26	02/10/26	369,985.55	3.75	5,787.64	369,987.64	363,019.21
US TREASURY N/B DTD 03/02/2026 3.500% 02/28/2031	91282CQD6	935,000.00	AA+	Aa1	03/13/26	03/16/26	919,660.16	3.87	10,937.98	920,485.55	907,570.84
US TREASURY N/B DTD 04/30/2026 3.875% 04/30/2031	91282CQK0	120,000.00	AA+	Aa1	05/28/26	05/29/26	118,373.44	4.18	783.42	118,400.63	118,275.00
Security Type Sub-Total		**14,565,000.00**					**14,403,753.91**	**3.90**	**116,471.25**	**14,496,849.88**	**14,363,074.33**
Municipal Bond / Note											
HAWAII ST-TXBL-GP (CALLABLE) DTD 04/30/2026 4.212% 04/01/2031	419792S23	110,000.00	AA+	Aa2	04/16/26	04/30/26	110,000.00	4.21	785.07	110,000.00	108,849.40
Security Type Sub-Total		**110,000.00**					**110,000.00**	**4.21**	**785.07**	**110,000.00**	**108,849.40**
Federal Agency Commercial Mortgage-Backed Security											
FHMS K061 A2 DTD 01/01/2017 3.347% 11/01/2026	3137BTUM1	248,367.15	AA+	Aa1	05/19/23	05/24/23	240,722.10	4.29	692.74	247,494.12	247,236.58
FHMS K064 A2 DTD 05/01/2017 3.224% 03/01/2027	3137BXOY1	390,000.00	AA+	Aa1	08/16/23	08/18/23	367,879.69	4.94	1,047.80	385,497.48	387,147.54
FHMS K065 A2 DTD 07/01/2017 3.243% 04/01/2027	3137F1G44	220,000.00	AA+	Aa1	08/16/23	08/18/23	207,427.34	4.93	594.55	217,214.50	218,021.10
FHMS K066 A2 DTD 08/01/2017 3.117% 06/01/2027	3137F2LJ3	339,749.13	AA+	Aa1	08/17/23	08/22/23	317,718.53	4.97	882.50	334,110.06	336,168.85
FHMS K507 A1 DTD 09/01/2023 4.800% 04/01/2028	3137HAMR4	307,188.46	AA+	Aa1	09/20/23	09/28/23	302,367.76	5.19	1,228.75	305,091.75	308,594.77
FHMS K506 A1 DTD 09/01/2023 4.650% 05/01/2028	3137HAMG8	183,511.33	AA+	Aa1	09/07/23	09/14/23	180,766.93	5.01	711.11	182,317.06	183,964.05
FHMS KJ46 A1 DTD 07/01/2023 4.777% 06/01/2028	3137HAD45	284,399.75	AA+	Aa1	07/19/23	07/27/23	284,392.61	4.78	1,132.15	284,396.87	285,004.95

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **June 30, 2026**

CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Commercial Mortgage-Backed Security											
FHMS K505 A2 DTD 07/01/2023 4.819% 06/01/2028	3137HACX2	360,000.00	AA+	Aa1	07/13/23	07/20/23	363,595.68	4.59	1,445.70	361,446.37	361,609.56
FNA 2023-M6 A2 DTD 07/01/2023 4.190% 07/01/2028	3136BQDE6	343,608.66	AA+	Aa1	07/18/23	07/31/23	337,783.42	4.58	1,199.77	341,192.84	341,357.68
FHMS KJ47 A1 DTD 09/01/2023 5.272% 08/01/2028	3137HAMN3	101,090.58	AA+	Aa1	09/19/23	09/28/23	101,090.07	5.27	444.12	101,090.37	101,478.67
FHMS K506 A2 DTD 09/01/2023 4.650% 08/01/2028	3137HAMH6	375,000.00	AA+	Aa1	09/07/23	09/14/23	369,452.63	4.99	1,453.13	372,409.71	375,718.88
FHMS K508 A2 DTD 10/01/2023 4.740% 08/01/2028	3137HAQ74	380,000.00	AA+	Aa1	10/11/23	10/19/23	371,664.32	5.25	1,501.00	376,026.06	381,482.38
FHMS K509 A2 DTD 10/01/2023 4.850% 09/01/2028	3137HAST4	285,000.00	AA+	Aa1	10/25/23	10/31/23	275,913.35	5.60	1,151.88	280,464.32	286,589.45
FHMS K507 A2 DTD 09/01/2023 4.800% 09/01/2028	3137HAMS2	370,000.00	AA+	Aa1	09/20/23	09/28/23	365,577.39	5.07	1,480.00	367,842.37	371,921.78
FHMS K510 A2 DTD 11/01/2023 5.069% 10/01/2028	3137HB3D4	145,000.00	AA+	Aa1	11/14/23	11/21/23	144,580.81	5.14	612.50	144,789.03	146,548.45
FHMS K511 A2 DTD 12/01/2023 4.860% 10/01/2028	3137HB3G7	210,000.00	AA+	Aa1	11/28/23	12/07/23	209,396.67	4.93	850.50	209,694.62	211,451.10
FHMS K512 A2 DTD 12/01/2023 5.000% 11/01/2028	3137HBCF9	174,991.52	AA+	Aa1	12/11/23	12/21/23	176,625.59	4.79	729.13	175,838.54	176,754.21
FHMS K513 A2 DTD 01/01/2024 4.724% 12/01/2028	3137HBFY5	215,000.00	AA+	Aa1	01/10/24	01/18/24	217,147.64	4.50	846.38	216,143.86	215,784.97
FHMS K514 A2 DTD 02/01/2024 4.572% 12/01/2028	3137HBLV4	220,000.00	AA+	Aa1	02/01/24	02/08/24	222,199.78	4.34	838.20	221,181.58	220,006.16
FHMS K517 A2 DTD 03/01/2024 5.355% 01/01/2029	3137HC2C5	335,000.00	AA+	Aa1	03/05/24	03/14/24	345,045.31	4.67	1,494.94	340,601.37	341,117.44
FHMS K515 A2 DTD 02/01/2024 5.400% 01/01/2029	3137HBPD0	375,000.00	AA+	Aa1	02/14/24	02/22/24	385,102.50	4.79	1,687.50	380,578.24	381,874.50

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **June 30, 2026**

CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Commercial Mortgage-Backed Security											
FHMS K516 A2 DTD 03/01/2024 5.477% 01/01/2029	3137HBPM0	375,000.00	AA+	Aa1	02/29/24	03/07/24	386,248.88	4.79	1,711.56	381,258.40	383,033.63
FHMS K524 A2 DTD 07/01/2024 4.720% 05/01/2029	3137HDV56	320,000.00	AA+	Aa1	07/16/24	07/25/24	321,965.12	4.58	1,258.67	321,253.31	321,585.92
FHMS K526 A2 DTD 08/01/2024 4.543% 07/01/2029	3137HDXL9	350,000.00	AA+	Aa1	08/07/24	08/15/24	353,273.90	4.33	1,325.04	352,116.80	350,562.80
FHMS K529 A2 DTD 10/01/2024 4.791% 09/01/2029	3137HH6C0	205,000.00	AA+	Aa1	10/08/24	10/16/24	209,097.34	4.34	818.46	207,784.04	206,759.31
FHMS K530 A2 DTD 11/01/2024 4.792% 09/01/2029	3137HHJL6	400,000.00	AA+	Aa1	11/19/24	11/27/24	402,082.80	4.67	1,597.33	401,471.27	403,114.40
FHMS K546 A2 DTD 09/01/2025 4.361% 05/01/2030	3137HN4R6	260,000.00	AA+	Aa1	09/09/25	09/18/25	263,896.36	4.01	944.88	263,295.12	258,701.56
FHMS K557 A2 DTD 03/01/2026 3.936% 01/01/2031	3137HQSP7	195,000.00	AA+	Aa1	03/03/26	03/12/26	194,996.29	3.94	639.60	194,996.73	190,492.38
Security Type Sub-Total		**7,967,906.57**					**7,918,010.81**	**4.77**	**30,319.89**	**7,967,596.79**	**7,994,083.07**
Corporate Note											
MICROSOFT CORP (CALLABLE) DTD 08/08/2016 2.400% 08/08/2026	594918BR4	465,000.00	AAA	Aaa	02/23/22	02/25/22	470,156.85	2.14	4,433.00	465,119.03	464,078.84
TARGET CORP (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	50,000.00	A	A2	01/19/22	01/24/22	49,915.00	1.99	449.58	49,990.79	49,415.90
TARGET CORP (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	235,000.00	A	A2	01/27/22	01/31/22	234,856.65	1.96	2,113.04	234,984.41	232,254.73
BANK OF NY MELLON CORP (CALLABLE) DTD 01/26/2022 2.050% 01/26/2027	06406RBA4	330,000.00	A	Aa3	01/26/22	01/28/22	331,062.60	1.98	2,912.71	330,104.09	326,033.73
ADOBE INC (CALLABLE) DTD 02/03/2020 2.150% 02/01/2027	00724PAC3	400,000.00	A+	A1	12/13/22	12/15/22	369,240.00	4.20	3,583.33	395,653.03	395,117.20
HOME DEPOT INC (CALLABLE) DTD 09/14/2017 2.800% 09/14/2027	437076BT8	390,000.00	A	A2	01/25/23	01/27/23	368,000.10	4.15	3,245.67	384,285.57	383,534.19

pfm asset management

Managed Account Detail of Securities Held

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Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
BANK OF NY MELLON CORP (CALLABLE) DTD 02/07/2017 3.442% 02/07/2028	06406RAB3	240,000.00	A	Aa3	08/06/24	08/07/24	233,169.60	4.33	3,304.32	236,752.07	238,903.20
KENVUE INC (CALLABLE) DTD 10/17/2023 5.050% 03/22/2028	49177JAF9	220,000.00	A	A2	06/27/25	06/30/25	225,194.20	4.12	3,055.25	223,289.53	222,117.28
JPMORGAN CHASE & CO (CALLABLE) DTD 04/22/2024 5.571% 04/22/2028	46647PEE2	140,000.00	A	A1	06/03/24	06/04/24	140,933.80	5.38	1,494.89	140,275.81	141,167.18
JOHN DEERE CAPITAL CORP DTD 07/14/2023 4.950% 07/14/2028	24422EXB0	125,000.00	A	A1	07/11/23	07/14/23	124,813.75	4.98	2,870.31	124,924.15	126,549.25
JOHN DEERE CAPITAL CORP DTD 07/14/2023 4.950% 07/14/2028	24422EXB0	150,000.00	A	A1	07/13/23	07/17/23	152,037.00	4.64	3,444.38	150,830.90	151,859.10
NATIONAL RURAL UTIL COOP (CALLABLE) DTD 08/25/2025 4.150% 08/25/2028	63743HFZ0	155,000.00	NR	A2	08/19/25	08/25/25	154,826.40	4.19	2,251.38	154,873.53	153,731.79
CITIBANK NA (CALLABLE) DTD 09/29/2023 5.803% 09/29/2028	17325FBB3	365,000.00	A+	Aa3	09/26/23	09/29/23	365,000.00	5.80	5,412.91	365,000.00	375,524.78
CITIBANK NA (CALLABLE) DTD 09/29/2023 5.803% 09/29/2028	17325FBB3	415,000.00	A+	Aa3	05/01/24	05/03/24	423,026.10	5.30	6,154.40	419,239.00	426,966.53
BANK OF AMERICA CORP (CALLABLE) DTD 01/24/2025 4.979% 01/24/2029	06051GMK2	285,000.00	A-	A1	04/01/25	04/02/25	288,157.80	4.66	6,188.48	286,806.18	286,556.96
VISA INC (CALLABLE) DTD 02/12/2026 3.800% 02/12/2029	92826CAY8	525,000.00	AA-	Aa3	06/03/26	06/04/26	518,679.00	4.28	7,702.92	518,846.37	518,566.65
ALPHABET INC (CALLABLE) DTD 02/13/2026 3.700% 02/15/2029	02079KBJ5	60,000.00	AA+	Aa2	02/09/26	02/13/26	59,782.20	3.83	851.00	59,808.69	59,026.02
ALPHABET INC (CALLABLE) DTD 02/13/2026 3.700% 02/15/2029	02079KBJ5	65,000.00	AA+	Aa2	02/10/26	02/13/26	64,930.45	3.74	921.92	64,939.03	63,944.86
ALPHABET INC (CALLABLE) DTD 02/13/2026 3.700% 02/15/2029	02079KBJ5	65,000.00	AA+	Aa2	02/10/26	02/13/26	64,935.65	3.74	921.92	64,943.53	63,944.86
ALPHABET INC (CALLABLE) DTD 02/13/2026 3.700% 02/15/2029	02079KBJ5	385,000.00	AA+	Aa2	02/10/26	02/13/26	384,607.30	3.74	5,460.58	384,655.99	378,750.30

pfm asset management

Managed Account Detail of Securities Held

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Corporate Note											
CATERPILLAR FINL SERVICE DTD 02/24/2026 3.750% 02/23/2029	14913UBJ8	275,000.00	A	A1	02/18/26	02/24/26	274,637.00	3.80	3,638.02	274,677.81	270,567.00
CISCO SYSTEMS INC (CALLABLE) DTD 02/26/2024 4.850% 02/26/2029	17275RBR2	130,000.00	AA-	A1	11/12/25	11/13/25	133,412.50	3.99	2,189.24	132,771.61	131,380.47
ASTRAZENECA FINANCE LLC (CALLABLE) DTD 02/26/2024 4.850% 02/26/2029	04636NAL7	227,000.00	A+	A1	06/26/25	06/27/25	232,087.07	4.18	3,822.74	230,726.14	229,315.17
BLACKROCK FUNDING INC (CALLABLE) DTD 03/14/2024 4.700% 03/14/2029	09290DAA9	35,000.00	AA-	Aa3	03/05/24	03/14/24	34,936.65	4.74	488.93	34,964.01	35,347.34
BLACKROCK FUNDING INC (CALLABLE) DTD 03/14/2024 4.700% 03/14/2029	09290DAA9	277,000.00	AA-	Aa3	04/09/24	04/11/24	275,714.72	4.81	3,869.54	276,258.17	279,748.95
SALESFORCE INC (CALLABLE) DTD 03/13/2026 4.650% 03/15/2029	79466LAR5	325,000.00	A+	A2	03/11/26	03/13/26	324,928.50	4.66	4,533.75	324,935.47	324,831.65
MASTERCARD INC (CALLABLE) DTD 05/31/2019 2.950% 06/01/2029	57636QAM6	300,000.00	A+	Aa3	06/26/24	06/27/24	275,595.00	4.82	737.50	284,870.80	288,894.90
PEPSICO INC (CALLABLE) DTD 07/17/2024 4.500% 07/17/2029	713448FX1	185,000.00	A+	A1	07/15/24	07/17/24	184,713.25	4.53	3,792.50	184,818.34	185,572.39
TOYOTA MOTOR CREDIT CORP DTD 08/09/2024 4.550% 08/09/2029	89236TMK8	50,000.00	A+	A1	08/06/24	08/09/24	49,898.50	4.60	897.36	49,934.30	49,980.65
TOYOTA MOTOR CREDIT CORP DTD 08/09/2024 4.550% 08/09/2029	89236TMK8	115,000.00	A+	A1	08/07/24	08/09/24	114,867.75	4.58	2,063.93	114,914.70	114,955.49
TOYOTA MOTOR CREDIT CORP DTD 08/09/2024 4.550% 08/09/2029	89236TMK8	130,000.00	A+	A1	08/08/24	08/09/24	129,465.70	4.64	2,333.14	129,654.17	129,949.69
ELI LILLY & CO (CALLABLE) DTD 08/14/2024 4.200% 08/14/2029	532457CQ9	65,000.00	AA-	Aa3	08/12/24	08/14/24	64,857.65	4.25	1,038.92	64,907.89	64,659.99
ELI LILLY & CO (CALLABLE) DTD 08/14/2024 4.200% 08/14/2029	532457CQ9	230,000.00	AA-	Aa3	08/13/24	08/14/24	230,335.80	4.17	3,676.17	230,217.82	228,796.87
BANK OF NY MELLON CORP (CALLABLE) DTD 01/22/2026 4.026% 01/22/2030	06406RCG0	50,000.00	A	Aa3	01/14/26	01/22/26	50,000.00	4.03	889.08	50,000.00	49,303.60

pfm asset management

Managed Account Detail of Securities Held

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Corporate Note											
PEPSICO INC (CALLABLE) DTD 02/07/2025 4.600% 02/07/2030	713448GB8	90,000.00	A+	A1	02/05/25	02/07/25	89,848.80	4.64	1,656.00	89,887.83	90,712.80
JPMORGAN CHASE & CO (CALLABLE) DTD 04/22/2024 5.581% 04/22/2030	46647PEG7	450,000.00	A	A1	04/25/25	04/28/25	463,999.50	4.87	4,813.61	460,133.26	459,857.25
BLACKROCK INC (CALLABLE) DTD 01/27/2020 2.400% 04/30/2030	09247XAQ4	300,000.00	AA-	Aa3	06/26/25	06/27/25	275,166.00	4.31	1,220.00	279,939.44	277,741.20
NOVARTIS CAPITAL CORP (CALLABLE) DTD 11/05/2025 4.100% 11/05/2030	66989HAY4	560,000.00	AA-	Aa3	11/03/25	11/05/25	558,320.00	4.17	3,571.56	558,523.33	550,175.36
CATERPILLAR FINL SERVICE DTD 01/08/2026 4.150% 01/08/2031	14913UBH2	40,000.00	A	A1	01/05/26	01/08/26	39,985.60	4.16	797.72	39,986.94	39,359.84
TOTALENERGI CAP USA LLC (CALLABLE) DTD 01/13/2026 4.248% 01/13/2031	89158TAA7	175,000.00	A+	Aa3	01/06/26	01/13/26	175,000.00	4.25	3,469.20	175,000.00	172,051.25
TOTALENERGI CAP USA LLC (CALLABLE) DTD 01/13/2026 4.248% 01/13/2031	89158TAA7	235,000.00	A+	Aa3	01/07/26	01/13/26	235,554.60	4.20	4,658.64	235,507.49	231,040.25
BANK OF AMERICA CORP (CALLABLE) DTD 02/13/2020 2.496% 02/13/2031	06051GHZ5	325,000.00	A-	A1	03/16/26	03/17/26	301,252.25	4.16	3,109.60	302,523.15	300,340.30
CHARLES SCHWAB CORP (CALLABLE) DTD 12/11/2020 1.650% 03/11/2031	808513BG9	360,000.00	A-	A2	03/23/26	03/24/26	313,387.20	4.60	1,815.00	315,665.20	314,696.88
AMAZON.COM INC (CALLABLE) DTD 03/13/2026 4.250% 03/13/2031	023135DD5	275,000.00	AA	A1	03/11/26	03/13/26	274,056.75	4.33	3,506.25	274,108.34	270,780.13
AMAZON.COM INC (CALLABLE) DTD 03/13/2026 4.250% 03/13/2031	023135DD5	350,000.00	AA	A1	03/10/26	03/13/26	349,440.00	4.29	4,462.50	349,471.83	344,629.25
WALMART INC (CALLABLE) DTD 04/30/2026 4.150% 04/30/2031	931142FT5	145,000.00	AA	Aa2	04/27/26	04/30/26	144,689.70	4.20	1,019.63	144,699.85	143,334.82
META PLATFORMS INC (CALLABLE) DTD 05/04/2026 4.550% 05/15/2031	30303MAF9	425,000.00	AA-	Aa3	05/19/26	05/21/26	419,122.25	4.86	3,061.77	419,239.91	422,713.50
MASTERCARD INC (CALLABLE) DTD 06/08/2026 4.600% 06/08/2031	57636QBL7	130,000.00	A+	Aa3	06/09/26	06/10/26	129,707.50	4.65	382.06	129,710.60	129,800.19

pfm asset management

Managed Account Detail of Securities Held

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Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
MASTERCARD INC (CALLABLE) DTD 06/08/2026 4.600% 06/08/2031	57636QBL7	195,000.00	A+	Aa3	06/04/26	06/08/26	194,844.00	4.62	573.08	194,845.81	194,700.29
NVIDIA CORP (CALLABLE) DTD 06/18/2026 4.500% 06/15/2031	67066GAR5	285,000.00	AA	Aa1	06/15/26	06/18/26	284,458.50	4.54	463.13	284,462.91	283,991.10
Security Type Sub-Total		**11,799,000.00**					**11,647,607.19**	**4.25**	**139,322.56**	**11,692,678.82**	**11,667,271.92**
Certificate of Deposit											
COOPERAT RABOBANK UA/NY DTD 07/20/2023 5.080% 07/17/2026	21684LGS5	360,000.00	A-1	P-1	07/17/23	07/20/23	360,000.00	5.08	8,331.20	360,000.00	360,227.88
Security Type Sub-Total		**360,000.00**					**360,000.00**	**5.08**	**8,331.20**	**360,000.00**	**360,227.88**
Bank Note											
MORGAN STANLEY BANK NA (CALLABLE) DTD 05/30/2024 5.504% 05/26/2028	61690U8B9	370,000.00	A+	Aa3	05/30/24	05/31/24	370,780.70	5.45	1,979.91	370,231.70	373,102.45
MORGAN STANLEY PVT BANK (CALLABLE) DTD 02/02/2026 4.213% 02/08/2030	61776NU43	240,000.00	A+	Aa3	02/04/26	02/05/26	240,084.00	4.20	4,184.91	240,073.80	236,865.12
Security Type Sub-Total		**610,000.00**					**610,864.70**	**4.97**	**6,164.82**	**610,305.50**	**609,967.57**
Asset-Backed Security											
HAROT 2023-3 A3 DTD 08/22/2023 5.410% 02/18/2028	43815QAC1	60,118.37	AAA	NR	08/15/23	08/22/23	60,105.97	5.42	117.45	60,113.86	60,372.61
TAOT 2023-C A3 DTD 08/15/2023 5.160% 04/17/2028	89231FAD2	24,635.70	AAA	NR	08/08/23	08/15/23	24,630.13	5.17	56.50	24,633.56	24,710.28
TAOT 2023-D A3 DTD 11/14/2023 5.540% 08/15/2028	89239FAD4	38,949.69	AAA	NR	11/07/23	11/14/23	38,945.50	5.54	95.90	38,947.75	39,195.43
FITAT 2023-1 A3 DTD 08/23/2023 5.530% 08/15/2028	31680EAD3	85,247.23	AAA	Aaa	08/15/23	08/23/23	85,241.94	5.53	209.52	85,244.98	85,615.84
CHAIT 2023-A1 A DTD 09/15/2023 5.160% 09/15/2028	161571HT4	300,000.00	AAA	NR	09/07/23	09/15/23	299,916.84	5.17	688.00	299,960.68	300,755.70

pfm asset management

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Asset-Backed Security											
AMXCA 2023-3 A DTD 09/19/2023 5.230% 09/15/2028	02582JKD1	310,000.00	AAA	NR	09/12/23	09/19/23	309,986.14	5.23	720.58	309,993.56	310,868.62
HART 2023-C A3 DTD 11/13/2023 5.540% 10/16/2028	44918CAD4	47,732.33	AAA	NR	11/03/23	11/13/23	47,726.05	5.54	117.53	47,729.25	48,000.16
BACCT 2023-A2 A2 DTD 12/14/2023 4.980% 11/15/2028	05522RDH8	135,000.00	NR	Aaa	12/07/23	12/14/23	134,981.87	4.98	298.80	134,990.96	135,431.60
GMCAR 2024-1 A3 DTD 01/17/2024 4.850% 12/18/2028	36268GAD7	17,412.89	NR	Aaa	01/09/24	01/17/24	17,409.39	4.85	35.19	17,411.04	17,461.04
CHAIT 2024-A1 A DTD 01/31/2024 4.600% 01/15/2029	161571HV9	330,000.00	AAA	NR	01/24/24	01/31/24	329,949.74	4.60	674.67	329,973.16	330,726.33
HAROT 2025-1 A3 DTD 02/11/2025 4.570% 09/21/2029	43814VAC1	285,000.00	AAA	NR	02/04/25	02/11/25	284,991.22	4.57	361.79	284,994.03	285,789.17
HART 2025-A A3 DTD 03/12/2025 4.320% 10/15/2029	44935CAD3	245,000.00	AAA	NR	03/04/25	03/12/25	244,963.86	4.32	470.40	244,973.75	245,112.70
TAOT 2025-B A3 DTD 04/30/2025 4.340% 11/15/2029	89231HAD8	150,000.00	AAA	NR	04/24/25	04/30/25	149,991.41	4.34	289.33	149,993.89	150,054.00
HART 2025-B A3 DTD 06/11/2025 4.360% 12/17/2029	44935XAD7	95,000.00	AAA	NR	06/03/25	06/11/25	94,991.42	4.36	184.09	94,993.30	95,029.17
USAOT 2025-A A3 DTD 10/09/2025 3.950% 12/17/2029	90327HAC3	95,000.00	AAA	Aaa	10/02/25	10/09/25	94,991.66	3.95	166.78	94,993.25	94,595.11
HAROT 2025-3 A3 DTD 08/12/2025 4.040% 02/21/2030	43813QAD1	230,000.00	AAA	Aaa	08/05/25	08/12/25	229,995.19	4.04	258.11	229,996.11	228,985.24
ALLYA 2025-1 A3 DTD 10/16/2025 3.960% 03/15/2030	02008KAC7	80,000.00	AAA	NR	10/07/25	10/16/25	79,988.58	3.96	140.80	79,990.36	79,693.44
TAOT 2025-C A3 DTD 07/30/2025 4.110% 03/15/2030	89238VAD0	165,000.00	AAA	Aaa	07/22/25	07/30/25	164,982.61	4.11	301.40	164,985.84	164,506.98
HART 2025-C A3 DTD 09/17/2025 3.880% 04/15/2030	44935JAD8	200,000.00	AAA	NR	09/09/25	09/17/25	199,967.36	3.88	344.89	199,973.26	198,558.20

pfm asset management

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Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
GMCAR 2025-2 A3 DTD 05/14/2025 4.280% 04/16/2030	362549AD9	65,000.00	AAA	Aaa	05/06/25	05/14/25	64,990.43	4.28	115.92	64,992.50	65,008.13
BACCT 2025-A1 A DTD 06/12/2025 4.310% 05/15/2030	05522RDK1	185,000.00	AAA	NR	06/05/25	06/12/25	184,999.30	4.31	354.38	185,000.00	184,931.00
HAROT 2025-4 A3 DTD 11/12/2025 3.980% 06/17/2030	43814XAD5	180,000.00	AAA	NR	11/05/25	11/12/25	179,965.15	3.98	318.40	179,969.71	178,666.74
TAOT 2025-D A3 DTD 10/23/2025 3.840% 06/17/2030	89231GAD0	210,000.00	AAA	NR	10/15/25	10/23/25	209,975.85	3.84	358.40	209,979.20	208,423.95
CCCIT 2025-A1 A DTD 06/26/2025 4.300% 06/21/2030	17305EHA6	400,000.00	AAA	Aaa	06/18/25	06/26/25	399,891.48	4.31	477.78	399,911.78	399,324.00
COPAR 2025-1 A3 DTD 11/05/2025 3.850% 07/15/2030	14043YAD7	95,000.00	AAA	NR	10/28/25	11/05/25	94,979.88	3.85	162.56	94,982.62	94,141.77
AMXCA 2025-4 A DTD 07/22/2025 4.300% 07/15/2030	02582JKV1	225,000.00	AAA	NR	07/15/25	07/22/25	224,967.58	4.30	430.00	224,973.35	224,705.48
CHAIT 2025-A1 A DTD 07/25/2025 4.160% 07/15/2030	161571HZ0	320,000.00	AAA	NR	07/18/25	07/25/25	319,993.57	4.16	591.64	319,995.25	318,750.40
COMET 2025-A1 A DTD 09/16/2025 3.820% 09/15/2030	14041NGF2	250,000.00	AAA	NR	09/09/25	09/16/25	249,952.60	3.82	424.44	249,960.24	247,093.75
TAOT 2026-A A3 DTD 01/21/2026 3.860% 09/16/2030	89240KAD0	100,000.00	AAA	Aaa	01/13/26	01/21/26	99,991.48	3.86	171.56	99,992.24	99,039.70
HART 2025-D A3 DTD 11/12/2025 3.990% 09/16/2030	44891XAD9	185,000.00	AAA	NR	11/05/25	11/12/25	184,984.35	3.99	328.07	184,986.40	183,619.35
HAROT 2026-1 A3 DTD 02/18/2026 3.780% 09/23/2030	43815CAD0	55,000.00	NR	Aaa	02/10/26	02/18/26	54,991.24	3.78	57.75	54,992.06	54,356.88
BAAT 2026-1A A3 DTD 04/24/2026 4.180% 10/15/2030	05620EAD0	105,000.00	NR	Aaa	04/15/26	04/24/26	104,983.92	4.18	195.07	104,984.77	104,305.01
FORDO 2026-A A3 DTD 03/24/2026 4.050% 10/15/2030	34532WAD7	165,000.00	AAA	Aaa	03/17/26	03/24/26	164,968.47	4.05	297.00	164,970.81	163,812.33

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **June 30, 2026**

CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
CHAOT 2025-2A A3 DTD 10/29/2025 3.860% 10/25/2030	16144MAD6	130,000.00	NR	Aaa	10/17/25	10/29/25	129,994.85	3.86	83.63	129,995.87	128,870.69
HAROT 2026-2 A3 DTD 05/13/2026 4.300% 11/15/2030	43814YAD3	265,000.00	AAA	Aaa	05/05/26	05/13/26	264,992.34	4.30	506.44	264,992.62	264,322.40
TAOT 2026-B A3 DTD 04/21/2026 4.130% 12/16/2030	89240QAD7	165,000.00	AAA	Aaa	04/14/26	04/21/26	164,965.20	4.14	302.87	164,967.13	164,037.72
HART 2026-A A3 DTD 02/18/2026 3.790% 02/18/2031	448981AD2	60,000.00	AAA	NR	02/10/26	02/18/26	59,995.95	3.79	101.07	59,996.44	59,203.08
VZMT 2026-1 A1A DTD 03/13/2026 3.940% 02/20/2031	92348KFC2	360,000.00	NR	Aaa	03/05/26	03/13/26	359,949.89	3.94	433.40	359,952.78	357,329.16
BACCT 2026-A1 A DTD 05/14/2026 4.220% 04/15/2031	05522RDL9	370,000.00	NR	Aaa	05/07/26	05/14/26	369,962.78	4.22	693.96	369,964.76	368,677.62
Security Type Sub-Total		**6,784,096.22**					**6,783,253.19**	**4.32**	**11,936.07**	**6,783,453.12**	**6,764,080.78**
Managed Account Sub-Total		**42,196,002.79**					**41,833,489.80**	**4.26**	**313,330.86**	**42,020,884.11**	**41,867,554.95**
Securities Sub-Total		**$42,196,002.79**					**$41,833,489.80**	**4.26%**	**$313,330.86**	**$42,020,884.11**	**$41,867,554.95**
Accrued Interest											**$313,330.86**
Total Investments											**$42,180,885.81**

CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	YTM at Mkt
U.S. Treasury Bond / Note										
US TREASURY N/B DTD 10/31/2022 4.125% 10/31/2027	91282CFU0	380,000.00	Nomura		99.94	379,777.32	(5,507.06)	(1,661.99)	1.28	4.17
US TREASURY N/B DTD 11/02/2020 0.500% 10/31/2027	91282CAU5	760,000.00	WellsFar		95.30	724,315.72	77,098.53	(4,459.02)	1.31	4.18
US TREASURY N/B DTD 11/30/2022 3.875% 11/30/2027	91282CFZ9	575,000.00	Citigrou		99.61	572,731.63	(4,649.23)	(3,019.38)	1.36	4.16
US TREASURY N/B DTD 01/03/2023 3.875% 12/31/2027	91282CGC9	520,000.00	WellsFar		99.58	517,806.12	(7,068.88)	(3,682.18)	1.44	4.17
US TREASURY N/B DTD 02/01/2021 0.750% 01/31/2028	91282CBJ9	210,000.00	GoldmanS		94.80	199,081.68	14,404.73	(2,388.92)	1.54	4.18
US TREASURY N/B DTD 11/15/2018 3.125% 11/15/2028	9128285M8	50,000.00	MorganSt		97.66	48,832.05	(484.36)	(586.84)	2.25	4.17
US TREASURY N/B DTD 04/30/2024 4.625% 04/30/2029	91282CKP5	115,000.00	WellsFar		101.20	116,374.60	1,123.04	1,224.78	2.61	4.17
US TREASURY N/B DTD 05/31/2024 4.500% 05/31/2029	91282CKT7	130,000.00	JPMorgan		100.91	131,178.19	0.07	458.56	2.70	4.17
US TREASURY N/B DTD 07/01/2024 4.250% 06/30/2029	91282CKX8	50,000.00	HSBC		100.23	50,113.30	453.14	326.06	2.79	4.17
US TREASURY N/B DTD 07/01/2024 4.250% 06/30/2029	91282CKX8	165,000.00	Citigrou		100.23	165,373.89	283.66	316.87	2.79	4.17
US TREASURY N/B DTD 07/31/2024 4.000% 07/31/2029	91282CLC3	40,000.00	Citigrou		99.52	39,809.36	(468.76)	(368.54)	2.82	4.17
US TREASURY N/B DTD 09/03/2024 3.625% 08/31/2029	91282CLK5	1,090,000.00	Citigrou		98.40	1,072,542.56	(19,714.08)	(18,938.68)	2.92	4.17
US TREASURY N/B DTD 09/30/2024 3.500% 09/30/2029	91282CLN9	500,000.00	TD Secur		97.97	489,844.00	(8,730.22)	(9,201.06)	3.01	4.17
US TREASURY N/B DTD 10/31/2024 4.125% 10/31/2029	91282CLR0	270,000.00	TD Secur		99.84	269,567.46	1,571.37	958.73	3.07	4.18
US TREASURY N/B DTD 10/31/2024 4.125% 10/31/2029	91282CLR0	300,000.00	HSBC		99.84	299,519.40	257.68	28.37	3.07	4.18
US TREASURY N/B DTD 12/02/2024 4.125% 11/30/2029	91282CMA6	295,000.00	WellsFar		99.84	294,539.21	(990.87)	(836.14)	3.15	4.17
US TREASURY N/B DTD 12/31/2024 4.375% 12/31/2029	91282CMD0	845,000.00	BNP Sec		100.64	850,446.02	7,327.47	6,809.27	3.22	4.20

CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	YTM at Mkt
U.S. Treasury Bond / Note										
US TREASURY N/B DTD 01/31/2025 4.250% 01/31/2030	91282CMG3	725,000.00	BNP Sec		100.22	726,586.30	4,276.73	3,575.06	3.24	4.18
US TREASURY N/B DTD 02/28/2023 4.000% 02/28/2030	91282CGQ8	1,300,000.00	Nomura		99.39	1,292,128.50	(10,613.69)	(9,941.48)	3.33	4.18
US TREASURY N/B DTD 03/31/2025 4.000% 03/31/2030	91282CMU2	905,000.00	BNP Sec		99.36	899,237.87	(10,287.13)	(9,240.17)	3.41	4.21
US TREASURY N/B DTD 05/31/2023 3.750% 05/31/2030	91282CHF1	785,000.00	HSBC		98.42	772,581.30	(3,495.46)	(5,268.72)	3.59	4.19
US TREASURY N/B DTD 06/30/2025 3.875% 06/30/2030	91282CNK3	285,000.00	Citigrou		98.84	281,704.83	(4,152.40)	(3,993.88)	3.66	4.19
US TREASURY N/B DTD 09/02/2025 3.625% 08/31/2030	91282CNX5	1,180,000.00	Nomura		97.83	1,154,417.60	(19,313.65)	(20,276.70)	3.78	4.23
US TREASURY N/B DTD 09/30/2025 3.625% 09/30/2030	91282CPA3	80,000.00	JPMorgan		97.80	78,237.52	(1,418.73)	(1,462.06)	3.86	4.20
US TREASURY N/B DTD 09/30/2025 3.625% 09/30/2030	91282CPA3	900,000.00	Citigrou		97.80	880,172.10	(17,296.65)	(17,649.03)	3.86	4.20
US TREASURY N/B DTD 12/01/2025 3.500% 11/30/2030	91282CPN5	460,000.00	GoldmanS		97.20	447,098.38	(10,278.18)	(10,556.71)	4.03	4.20
US TREASURY N/B DTD 12/31/2025 3.625% 12/31/2030	91282CPR6	120,000.00	HSBC		97.64	117,173.40	(2,240.66)	(2,293.62)	4.11	4.21
US TREASURY N/B DTD 02/02/2026 3.750% 01/31/2031	91282CPW5	105,000.00	Barclays		98.11	103,018.97	(1,611.89)	(1,639.36)	4.10	4.21
US TREASURY N/B DTD 02/02/2026 3.750% 01/31/2031	91282CPW5	370,000.00	Nomura		98.11	363,019.21	(6,966.34)	(6,968.43)	4.10	4.21
US TREASURY N/B DTD 03/02/2026 3.500% 02/28/2031	91282COD6	935,000.00	Citigrou		97.07	907,570.84	(12,089.32)	(12,914.71)	4.21	4.20
US TREASURY N/B DTD 04/30/2026 3.875% 04/30/2031	91282CQK0	120,000.00	MorganSt		98.56	118,275.00	(98.44)	(125.63)	4.33	4.24
Security Type Sub-Total		**14,565,000.00**				**14,363,074.33**	**(40,679.58)**	**(133,775.55)**	**3.12**	**4.19**
Municipal Bond / Note										
HAWAII ST-TXBL-GP (CALLABLE) DTD 04/30/2026 4.212% 04/01/2031	419792S23	110,000.00	BOFAML	01/01/31	98.95	108,849.40	(1,150.60)	(1,150.60)	4.15	4.47

CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	YTM at Mkt
Security Type Sub-Total		**110,000.00**				**108,849.40**	**(1,150.60)**	**(1,150.60)**	**4.15**	**4.47**
Federal Agency Commercial Mortgage-Backed Security										
FHMS K061 A2 DTD 01/01/2017 3.347% 11/01/2026	3137BTUM1	248,367.15	Citigrou		99.54	247,236.58	6,514.48	(257.54)	0.33	4.09
FHMS K064 A2 DTD 05/01/2017 3.224% 03/01/2027	3137BXQY1	390,000.00	MorganSt		99.27	387,147.54	19,267.85	1,650.06	0.55	4.17
FHMS K065 A2 DTD 07/01/2017 3.243% 04/01/2027	3137F1G44	220,000.00	MorganSt		99.10	218,021.10	10,593.76	806.60	0.71	4.23
FHMS K066 A2 DTD 08/01/2017 3.117% 06/01/2027	3137F2LJ3	339,749.13	CantorFi		98.95	336,168.85	18,450.32	2,058.79	0.81	4.18
FHMS K507 A1 DTD 09/01/2023 4.800% 04/01/2028	3137HAMR4	307,188.46	BOFAML		100.46	308,594.77	6,227.01	3,503.02	1.53	4.35
FHMS K506 A1 DTD 09/01/2023 4.650% 05/01/2028	3137HAMG8	183,511.33	WellsFar		100.25	183,964.05	3,197.12	1,646.99	1.54	4.34
FHMS KJ46 A1 DTD 07/01/2023 4.777% 06/01/2028	3137HAD45	284,399.75	JPMorgan		100.21	285,004.95	612.34	608.08	1.20	4.28
FHMS K505 A2 DTD 07/01/2023 4.819% 06/01/2028	3137HACX2	360,000.00	JPMorgan		100.45	361,609.56	(1,986.12)	163.19	1.75	4.44
FNA 2023-M6 A2 DTD 07/01/2023 4.190% 07/01/2028	3136BQDE6	343,608.66	JPMorgan		99.34	341,357.68	3,574.26	164.84	1.89	4.43
FHMS KJ47 A1 DTD 09/01/2023 5.272% 08/01/2028	3137HAMN3	101,090.58	JPMorgan		100.38	101,478.67	388.60	388.30	0.88	4.48
FHMS K506 A2 DTD 09/01/2023 4.650% 08/01/2028	3137HAMH6	375,000.00	WellsFar		100.19	375,718.88	6,266.25	3,309.17	1.91	4.43
FHMS K508 A2 DTD 10/01/2023 4.740% 08/01/2028	3137HAQ74	380,000.00	BMO		100.39	381,482.38	9,818.06	5,456.32	1.94	4.44
FHMS K509 A2 DTD 10/01/2023 4.850% 09/01/2028	3137HAST4	285,000.00	MorganSt		100.56	286,589.45	10,676.10	6,125.13	2.02	4.48
FHMS K507 A2 DTD 09/01/2023 4.800% 09/01/2028	3137HAMS2	370,000.00	BOFAML		100.52	371,921.78	6,344.39	4,079.41	1.97	4.44
FHMS K510 A2 DTD 11/01/2023 5.069% 10/01/2028	3137HB3D4	145,000.00	JPMorgan		101.07	146,548.45	1,967.64	1,759.42	2.05	4.46
FHMS K511 A2 DTD 12/01/2023 4.860% 10/01/2028	3137HB3G7	210,000.00	BOFAML		100.69	211,451.10	2,054.43	1,756.48	2.09	4.44

CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	YTM at Mkt
Federal Agency Commercial Mortgage-Backed Security										
FHMS K512 A2 DTD 12/01/2023 5.000% 11/01/2028	3137HBCF9	174,991.52	JPMorgan		101.01	176,754.21	128.62	915.67	2.10	4.43
FHMS K513 A2 DTD 01/01/2024 4.724% 12/01/2028	3137HBFY5	215,000.00	BMO		100.37	215,784.97	(1,362.67)	(358.89)	2.22	4.49
FHMS K514 A2 DTD 02/01/2024 4.572% 12/01/2028	3137HBLV4	220,000.00	JPMorgan		100.00	220,006.16	(2,193.62)	(1,175.42)	2.18	4.49
FHMS K517 A2 DTD 03/01/2024 5.355% 01/01/2029	3137HC2C5	335,000.00	BOFAML		101.83	341,117.44	(3,927.87)	516.07	2.34	4.51
FHMS K515 A2 DTD 02/01/2024 5.400% 01/01/2029	3137HBPD0	375,000.00	WellsFar		101.83	381,874.50	(3,228.00)	1,296.26	2.24	4.50
FHMS K516 A2 DTD 03/01/2024 5.477% 01/01/2029	3137HBPM0	375,000.00	MorganSt		102.14	383,033.63	(3,215.25)	1,775.23	2.28	4.47
FHMS K524 A2 DTD 07/01/2024 4.720% 05/01/2029	3137HDV56	320,000.00	PIER		100.50	321,585.92	(379.20)	332.61	2.62	4.48
FHMS K526 A2 DTD 08/01/2024 4.543% 07/01/2029	3137HDXL9	350,000.00	BMO		100.16	350,562.80	(2,711.10)	(1,554.00)	2.78	4.44
FHMS K529 A2 DTD 10/01/2024 4.791% 09/01/2029	3137HH6C0	205,000.00	MorganSt		100.86	206,759.31	(2,338.03)	(1,024.73)	2.89	4.49
FHMS K530 A2 DTD 11/01/2024 4.792% 09/01/2029	3137HHJL6	400,000.00	JPMorgan		100.78	403,114.40	1,031.60	1,643.13	2.91	4.49
FHMS K546 A2 DTD 09/01/2025 4.361% 05/01/2030	3137HN4R6	260,000.00	BMO		99.50	258,701.56	(5,194.80)	(4,593.56)	3.45	4.49
FHMS K557 A2 DTD 03/01/2026 3.936% 01/01/2031	3137HQSP7	195,000.00	MorganSt		97.69	190,492.38	(4,503.91)	(4,504.35)	4.07	4.51
Security Type Sub-Total		**7,967,906.57**				**7,994,083.07**	**76,072.26**	**26,486.28**	**1.98**	**4.41**
Corporate Note										
MICROSOFT CORP (CALLABLE) DTD 08/08/2016 2.400% 08/08/2026	594918BR4	465,000.00	Citigrou		99.80	464,078.84	(6,078.01)	(1,040.19)	0.10	4.33
TARGET CORP (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	50,000.00	Citigrou	12/15/26	98.83	49,415.90	(499.10)	(574.89)	0.53	4.16
TARGET CORP (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	235,000.00	Barclays	12/15/26	98.83	232,254.73	(2,601.92)	(2,729.68)	0.53	4.16

CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	YTM at Mkt
Corporate Note										
BANK OF NY MELLON CORP (CALLABLE) DTD 01/26/2022 2.050% 01/26/2027	06406RBA4	330,000.00	JPMorgan	12/24/26	98.80	326,033.73	(5,028.87)	(4,070.36)	0.55	4.21
ADOBE INC (CALLABLE) DTD 02/03/2020 2.150% 02/01/2027	00724PAC3	400,000.00	CSFirstB	12/01/26	98.78	395,117.20	25,877.20	(535.83)	0.57	4.29
HOME DEPOT INC (CALLABLE) DTD 09/14/2017 2.800% 09/14/2027	437076BT8	390,000.00	Citigrou	06/14/27	98.34	383,534.19	15,534.09	(751.38)	1.14	4.25
BANK OF NY MELLON CORP (CALLABLE) DTD 02/07/2017 3.442% 02/07/2028	06406RAB3	240,000.00	Citigrou	02/07/27	99.54	238,903.20	5,733.60	2,151.13	0.58	4.77
KENVUE INC (CALLABLE) DTD 10/17/2023 5.050% 03/22/2028	49177JAF9	220,000.00	JPMorgan	02/22/28	100.96	222,117.28	(3,076.92)	(1,172.25)	1.57	4.46
JPMORGAN CHASE & CO (CALLABLE) DTD 04/22/2024 5.571% 04/22/2028	46647PEE2	140,000.00	JANE	04/22/27	100.83	141,167.18	233.38	891.37	0.78	4.54
JOHN DEERE CAPITAL CORP DTD 07/14/2023 4.950% 07/14/2028	24422EXB0	125,000.00	Citigrou		101.24	126,549.25	1,735.50	1,625.10	1.88	4.30
JOHN DEERE CAPITAL CORP DTD 07/14/2023 4.950% 07/14/2028	24422EXB0	150,000.00	SGSA		101.24	151,859.10	(177.90)	1,028.20	1.88	4.30
NATIONAL RURAL UTIL COOP (CALLABLE) DTD 08/25/2025 4.150% 08/25/2028	63743HFZ0	155,000.00	MUFG	07/25/28	99.18	153,731.79	(1,094.61)	(1,141.74)	1.98	4.55
CITIBANK NA (CALLABLE) DTD 09/29/2023 5.803% 09/29/2028	17325FBB3	365,000.00	Citigrou	08/29/28	102.88	375,524.78	10,524.78	10,524.78	2.01	4.45
CITIBANK NA (CALLABLE) DTD 09/29/2023 5.803% 09/29/2028	17325FBB3	415,000.00	Citigrou	08/29/28	102.88	426,966.53	3,940.43	7,727.53	2.01	4.45
BANK OF AMERICA CORP (CALLABLE) DTD 01/24/2025 4.979% 01/24/2029	06051GMK2	285,000.00	Citigrou	01/24/28	100.55	286,556.96	(1,600.84)	(249.22)	1.46	4.60
VISA INC (CALLABLE) DTD 02/12/2026 3.800% 02/12/2029	92826CAY8	525,000.00	NBCCM	01/12/29	98.77	518,566.65	(112.35)	(279.72)	2.40	4.30
ALPHABET INC (CALLABLE) DTD 02/13/2026 3.700% 02/15/2029	02079KBJ5	60,000.00	JPMorgan	01/15/29	98.38	59,026.02	(756.18)	(782.67)	2.42	4.36
ALPHABET INC (CALLABLE) DTD 02/13/2026 3.700% 02/15/2029	02079KBJ5	65,000.00	SEEL	01/15/29	98.38	63,944.86	(985.59)	(994.17)	2.42	4.36
ALPHABET INC (CALLABLE) DTD 02/13/2026 3.700% 02/15/2029	02079KBJ5	65,000.00	StifelNi	01/15/29	98.38	63,944.86	(990.79)	(998.67)	2.42	4.36
ALPHABET INC (CALLABLE) DTD 02/13/2026 3.700% 02/15/2029	02079KBJ5	385,000.00	JPMorgan	01/15/29	98.38	378,750.30	(5,857.00)	(5,905.69)	2.42	4.36

CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	YTM at Mkt
Corporate Note										
CATERPILLAR FINL SERVICE DTD 02/24/2026 3.750% 02/23/2029	14913UBJ8	275,000.00	Barclays		98.39	270,567.00	(4,070.00)	(4,110.81)	2.46	4.40
CISCO SYSTEMS INC (CALLABLE) DTD 02/26/2024 4.850% 02/26/2029	17275RBR2	130,000.00	Citigrou	01/26/29	101.06	131,380.47	(2,032.03)	(1,391.14)	2.39	4.42
ASTRAZENECA FINANCE LLC (CALLABLE) DTD 02/26/2024 4.850% 02/26/2029	04636NAL7	227,000.00	JPMorgan	01/26/29	101.02	229,315.17	(2,771.90)	(1,410.97)	2.39	4.47
BLACKROCK FUNDING INC (CALLABLE) DTD 03/14/2024 4.700% 03/14/2029	09290DAA9	35,000.00	Citigrou	02/14/29	100.99	35,347.34	410.69	383.33	2.44	4.32
BLACKROCK FUNDING INC (CALLABLE) DTD 03/14/2024 4.700% 03/14/2029	09290DAA9	277,000.00	GoldmanS	02/14/29	100.99	279,748.95	4,034.23	3,490.78	2.44	4.32
SALESFORCE INC (CALLABLE) DTD 03/13/2026 4.650% 03/15/2029	79466LAR5	325,000.00	Citigrou	02/15/29	99.95	324,831.65	(96.85)	(103.82)	2.45	4.67
MASTERCARD INC (CALLABLE) DTD 05/31/2019 2.950% 06/01/2029	57636QAM6	300,000.00	Citigrou	03/01/29	96.30	288,894.90	13,299.90	4,024.10	2.71	4.37
PEPSICO INC (CALLABLE) DTD 07/17/2024 4.500% 07/17/2029	713448FX1	185,000.00	Citigrou	06/17/29	100.31	185,572.39	859.14	754.05	2.72	4.39
TOYOTA MOTOR CREDIT CORP DTD 08/09/2024 4.550% 08/09/2029	89236TMK8	50,000.00	MIZU		99.96	49,980.65	82.15	46.35	2.82	4.56
TOYOTA MOTOR CREDIT CORP DTD 08/09/2024 4.550% 08/09/2029	89236TMK8	115,000.00	MorganSt		99.96	114,955.49	87.74	40.79	2.82	4.56
TOYOTA MOTOR CREDIT CORP DTD 08/09/2024 4.550% 08/09/2029	89236TMK8	130,000.00	LoopCapM		99.96	129,949.69	483.99	295.52	2.82	4.56
ELI LILLY & CO (CALLABLE) DTD 08/14/2024 4.200% 08/14/2029	532457CQ9	65,000.00	MorganSt	07/14/29	99.48	64,659.99	(197.66)	(247.90)	2.82	4.38
ELI LILLY & CO (CALLABLE) DTD 08/14/2024 4.200% 08/14/2029	532457CQ9	230,000.00	JPMorgan	07/14/29	99.48	228,796.87	(1,538.93)	(1,420.95)	2.82	4.38
BANK OF NY MELLON CORP (CALLABLE) DTD 01/22/2026 4.026% 01/22/2030	06406RCG0	50,000.00	MorganSt	01/22/29	98.61	49,303.60	(696.40)	(696.40)	2.47	4.54
PEPSICO INC (CALLABLE) DTD 02/07/2025 4.600% 02/07/2030	713448GB8	90,000.00	MorganSt	01/07/30	100.79	90,712.80	864.00	824.97	3.20	4.37
JPMORGAN CHASE & CO (CALLABLE) DTD 04/22/2024 5.581% 04/22/2030	46647PEG7	450,000.00	BOFAML	04/22/29	102.19	459,857.25	(4,142.25)	(276.01)	2.56	4.78
BLACKROCK INC (CALLABLE) DTD 01/27/2020 2.400% 04/30/2030	09247XAQ4	300,000.00	FTNF	01/30/30	92.58	277,741.20	2,575.20	(2,198.24)	3.56	4.56

CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	YTM at Mkt
Corporate Note										
NOVARTIS CAPITAL CORP (CALLABLE) DTD 11/05/2025 4.100% 11/05/2030	66989HAY4	560,000.00	JPMorgan	10/05/30	98.25	550,175.36	(8,144.64)	(8,347.97)	3.89	4.58
CATERPILLAR FINL SERVICE DTD 01/08/2026 4.150% 01/08/2031	14913UBH2	40,000.00	Citigrou		98.40	39,359.84	(625.76)	(627.10)	4.00	4.55
TOTALENERGI CAP USA LLC (CALLABLE) DTD 01/13/2026 4.248% 01/13/2031	89158TAA7	175,000.00	Citigrou	12/13/30	98.32	172,051.25	(2,948.75)	(2,948.75)	3.97	4.66
TOTALENERGI CAP USA LLC (CALLABLE) DTD 01/13/2026 4.248% 01/13/2031	89158TAA7	235,000.00	SMBC	12/13/30	98.32	231,040.25	(4,514.35)	(4,467.24)	3.97	4.66
BANK OF AMERICA CORP (CALLABLE) DTD 02/13/2020 2.496% 02/13/2031	06051GHZ5	325,000.00	CIDLY	02/13/30	92.41	300,340.30	(911.95)	(2,182.85)	3.36	4.88
CHARLES SCHWAB CORP (CALLABLE) DTD 12/11/2020 1.650% 03/11/2031	808513BG9	360,000.00	Suntrust	12/11/30	87.42	314,696.88	1,309.68	(968.32)	4.38	4.70
AMAZON.COM INC (CALLABLE) DTD 03/13/2026 4.250% 03/13/2031	023135DD5	275,000.00	BNP Sec	02/13/31	98.47	270,780.13	(3,276.62)	(3,328.21)	4.13	4.65
AMAZON.COM INC (CALLABLE) DTD 03/13/2026 4.250% 03/13/2031	023135DD5	350,000.00	JPMorgan	02/13/31	98.47	344,629.25	(4,810.75)	(4,842.58)	4.13	4.65
WALMART INC (CALLABLE) DTD 04/30/2026 4.150% 04/30/2031	931142FT5	145,000.00	Citigrou	03/30/31	98.85	143,334.82	(1,354.88)	(1,365.03)	4.28	4.42
META PLATFORMS INC (CALLABLE) DTD 05/04/2026 4.550% 05/15/2031	30303MAF9	425,000.00	JANE	04/15/31	99.46	422,713.50	3,591.25	3,473.59	4.27	4.71
MASTERCARD INC (CALLABLE) DTD 06/08/2026 4.600% 06/08/2031	57636QBL7	130,000.00	GoldmanS	05/08/31	99.85	129,800.19	92.69	89.59	4.33	4.63
MASTERCARD INC (CALLABLE) DTD 06/08/2026 4.600% 06/08/2031	57636QBL7	195,000.00	JPMorgan	05/08/31	99.85	194,700.29	(143.71)	(145.52)	4.33	4.63
NVIDIA CORP (CALLABLE) DTD 06/18/2026 4.500% 06/15/2031	67066GAR5	285,000.00	GoldmanS	05/15/31	99.65	283,991.10	(467.40)	(471.81)	4.36	4.58
Security Type Sub-Total		**11,799,000.00**				**11,667,271.92**	**19,664.73**	**(25,406.90)**	**2.54**	**4.49**
Certificate of Deposit										
COOPERAT RABOBANK UA/NY DTD 07/20/2023 5.080% 07/17/2026	21684LGS5	360,000.00	RABO UA		100.06	360,227.88	227.88	227.88	0.04	3.56
Security Type Sub-Total		**360,000.00**				**360,227.88**	**227.88**	**227.88**	**0.04**	**3.56**

CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	YTM at Mkt
Bank Note										
MORGAN STANLEY BANK NA (CALLABLE) DTD 05/30/2024 5.504% 05/26/2028	61690U8B9	370,000.00	MorganSt	05/26/27	100.84	373,102.45	2,321.75	2,870.75	0.87	4.52
MORGAN STANLEY PVT BANK (CALLABLE) DTD 02/02/2026 4.213% 02/08/2030	61776NU43	240,000.00	CIDLY	02/08/29	98.69	236,865.12	(3,218.88)	(3,208.68)	2.41	4.69
Security Type Sub-Total		**610,000.00**				**609,967.57**	**(897.13)**	**(337.93)**	**1.47**	**4.59**
Asset-Backed Security										
HAROT 2023-3 A3 DTD 08/22/2023 5.410% 02/18/2028	43815QAC1	60,118.37	BOFAML		100.42	60,372.61	266.64	258.75	0.29	3.99
TAOT 2023-C A3 DTD 08/15/2023 5.160% 04/17/2028	89231FAD2	24,635.70	BNPPSA		100.30	24,710.28	80.15	76.72	0.31	4.24
TAOT 2023-D A3 DTD 11/14/2023 5.540% 08/15/2028	89239FAD4	38,949.69	JPMorgan		100.63	39,195.43	249.93	247.68	0.49	4.32
FITAT 2023-1 A3 DTD 08/23/2023 5.530% 08/15/2028	31680EAD3	85,247.23	JPMorgan		100.43	85,615.84	373.90	370.86	0.34	4.32
CHAIT 2023-A1 A DTD 09/15/2023 5.160% 09/15/2028	161571HT4	300,000.00	JPMorgan		100.25	300,755.70	838.86	795.02	0.21	3.96
AMXCA 2023-3 A DTD 09/19/2023 5.230% 09/15/2028	02582JKD1	310,000.00	Citigrou		100.28	310,868.62	882.48	875.06	0.21	3.89
HART 2023-C A3 DTD 11/13/2023 5.540% 10/16/2028	44918CAD4	47,732.33	BNPPSA		100.56	48,000.16	274.11	270.91	0.40	4.20
BACCT 2023-A2 A2 DTD 12/14/2023 4.980% 11/15/2028	05522RDH8	135,000.00	BOFAML		100.32	135,431.60	449.73	440.64	0.37	4.15
GMCAR 2024-1 A3 DTD 01/17/2024 4.850% 12/18/2028	36268GAD7	17,412.89	Barclays		100.28	17,461.04	51.65	50.00	0.43	4.26
CHAIT 2024-A1 A DTD 01/31/2024 4.600% 01/15/2029	161571HV9	330,000.00	JPMorgan		100.22	330,726.33	776.59	753.17	0.52	4.22
HAROT 2025-1 A3 DTD 02/11/2025 4.570% 09/21/2029	43814VAC1	285,000.00	MUFG		100.28	285,789.17	797.95	795.14	0.91	4.31
HART 2025-A A3 DTD 03/12/2025 4.320% 10/15/2029	44935CAD3	245,000.00	Barclays		100.05	245,112.70	148.84	138.95	0.94	4.31
TAOT 2025-B A3 DTD 04/30/2025 4.340% 11/15/2029	89231HAD8	150,000.00	Barclays		100.04	150,054.00	62.59	60.11	1.13	4.35

CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	YTM at Mkt
Asset-Backed Security										
HART 2025-B A3 DTD 06/11/2025 4.360% 12/17/2029	44935XAD7	95,000.00	JPMorgan		100.03	95,029.17	37.75	35.87	1.18	4.37
USAOT 2025-A A3 DTD 10/09/2025 3.950% 12/17/2029	90327HAC3	95,000.00	JPMorgan		99.57	94,595.11	(396.55)	(398.14)	1.19	4.34
HAROT 2025-3 A3 DTD 08/12/2025 4.040% 02/21/2030	43813OAD1	230,000.00	Barclays		99.56	228,985.24	(1,009.95)	(1,010.87)	1.36	4.40
ALLYA 2025-1 A3 DTD 10/16/2025 3.960% 03/15/2030	02008KAC7	80,000.00	Barclays		99.62	79,693.44	(295.14)	(296.92)	1.02	4.38
TAOT 2025-C A3 DTD 07/30/2025 4.110% 03/15/2030	89238VAD0	165,000.00	RBC Capi		99.70	164,506.98	(475.63)	(478.86)	1.32	4.37
HART 2025-C A3 DTD 09/17/2025 3.880% 04/15/2030	44935JAD8	200,000.00	Citigrou		99.28	198,558.20	(1,409.16)	(1,415.06)	1.47	4.40
GMCAR 2025-2 A3 DTD 05/14/2025 4.280% 04/16/2030	362549AD9	65,000.00	TD Secur		100.01	65,008.13	17.70	15.63	0.94	4.30
BACCT 2025-A1 A DTD 06/12/2025 4.310% 05/15/2030	05522RDK1	185,000.00	BOFAML		99.96	184,931.00	(68.30)	(69.00)	1.76	4.37
HAROT 2025-4 A3 DTD 11/12/2025 3.980% 06/17/2030	43814XAD5	180,000.00	BOFAML		99.26	178,666.74	(1,298.41)	(1,302.97)	1.54	4.50
TAOT 2025-D A3 DTD 10/23/2025 3.840% 06/17/2030	89231GAD0	210,000.00	JPMorgan		99.25	208,423.95	(1,551.90)	(1,555.25)	1.48	4.38
CCCIT 2025-A1 A DTD 06/26/2025 4.300% 06/21/2030	17305EHA6	400,000.00	Citigrou		99.83	399,324.00	(567.48)	(587.78)	1.87	4.39
COPAR 2025-1 A3 DTD 11/05/2025 3.850% 07/15/2030	14043YAD7	95,000.00	JPMorgan		99.10	94,141.77	(838.11)	(840.85)	1.42	4.52
AMXCA 2025-4 A DTD 07/22/2025 4.300% 07/15/2030	02582JKV1	225,000.00	Barclays		99.87	224,705.48	(262.10)	(267.87)	1.91	4.41
CHAIT 2025-A1 A DTD 07/25/2025 4.160% 07/15/2030	161571HZ0	320,000.00	JPMorgan		99.61	318,750.40	(1,243.17)	(1,244.85)	1.92	4.40
COMET 2025-A1 A DTD 09/16/2025 3.820% 09/15/2030	14041NGF2	250,000.00	WellsFar		98.84	247,093.75	(2,858.85)	(2,866.49)	2.07	4.41
TAOT 2026-A A3 DTD 01/21/2026 3.860% 09/16/2030	89240KAD0	100,000.00	BNP Sec		99.04	99,039.70	(951.78)	(952.54)	1.68	4.46
HART 2025-D A3 DTD 11/12/2025 3.990% 09/16/2030	44891XAD9	185,000.00	BNP Sec		99.25	183,619.35	(1,365.00)	(1,367.05)	1.75	4.45

pfm asset management

Managed Account Fair Market Value & Analytics

For the Month Ending **June 30, 2026**

CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	YTM at Mkt
Asset-Backed Security										
HAROT 2026-1 A3 DTD 02/18/2026 3.780% 09/23/2030	43815CAD0	55,000.00	MUFG		98.83	54,356.88	(634.36)	(635.18)	1.95	4.41
BAAT 2026-1A A3 DTD 04/24/2026 4.180% 10/15/2030	05620EAD0	105,000.00	BOFAML		99.34	104,305.01	(678.91)	(679.76)	1.72	4.60
FORDO 2026-A A3 DTD 03/24/2026 4.050% 10/15/2030	34532WAD7	165,000.00	Barclays		99.28	163,812.33	(1,156.14)	(1,158.48)	2.06	4.44
CHAOT 2025-2A A3 DTD 10/29/2025 3.860% 10/25/2030	16144MAD6	130,000.00	JPMorgan		99.13	128,870.69	(1,124.16)	(1,125.18)	1.65	4.42
HAROT 2026-2 A3 DTD 05/13/2026 4.300% 11/15/2030	43814YAD3	265,000.00	Barclays		99.74	264,322.40	(669.94)	(670.22)	2.15	4.46
TAOT 2026-B A3 DTD 04/21/2026 4.130% 12/16/2030	89240OAD7	165,000.00	MIZU		99.42	164,037.72	(927.48)	(929.41)	2.14	4.44
HART 2026-A A3 DTD 02/18/2026 3.790% 02/18/2031	448981AD2	60,000.00	BOFAML		98.67	59,203.08	(792.87)	(793.36)	2.02	4.48
VZMT 2026-1 A1A DTD 03/13/2026 3.940% 02/20/2031	92348KFC2	360,000.00	SMBC		99.26	357,329.16	(2,620.73)	(2,623.62)	2.08	4.51
BACCT 2026-A1 A DTD 05/14/2026 4.220% 04/15/2031	05522RDL9	370,000.00	BOFAML		99.64	368,677.62	(1,285.16)	(1,287.14)	2.58	4.40
Security Type Sub-Total		**6,784,096.22**				**6,764,080.78**	**(19,172.41)**	**(19,372.34)**	**1.43**	**4.34**
Managed Account Sub-Total		**42,196,002.79**				**41,867,554.95**	**34,065.15**	**(153,329.16)**	**2.42**	**4.34**
Securities Sub-Total		**$42,196,002.79**				**$41,867,554.95**	**$34,065.15**	**($153,329.16)**	**2.42**	**4.34%**
Accrued Interest						**$313,330.86**				
Total Investments						**$42,180,885.81**				

pfm asset management

Managed Account Security Transactions & Interest

For the Month Ending **June 30, 2026**

CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100

Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
BUY										
06/03/26	06/04/26	VISA INC (CALLABLE) DTD 02/12/2026 3.800% 02/12/2029	92826CAY8	720,000.00	(711,331.20)	(8,512.00)	(719,843.20)			
06/04/26	06/08/26	MASTERCARD INC (CALLABLE) DTD 06/08/2026 4.600% 06/08/2031	57636QBL7	195,000.00	(194,844.00)	0.00	(194,844.00)			
06/09/26	06/10/26	MASTERCARD INC (CALLABLE) DTD 06/08/2026 4.600% 06/08/2031	57636QBL7	130,000.00	(129,707.50)	(33.22)	(129,740.72)			
06/15/26	06/18/26	NVIDIA CORP (CALLABLE) DTD 06/18/2026 4.500% 06/15/2031	67066GAR5	285,000.00	(284,458.50)	0.00	(284,458.50)			
Transaction Type Sub-Total				**1,330,000.00**	**(1,320,341.20)**	**(8,545.22)**	**(1,328,886.42)**			
INTEREST										
06/01/26	06/01/26	MONEY MARKET FUND DTD 01/01/2010 0.000% --	MONEY0002		0.00	242.51	242.51			
06/01/26	06/01/26	MASTERCARD INC (CALLABLE) DTD 05/31/2019 2.950% 06/01/2029	57636QAM6		0.00	4,425.00	4,425.00			
06/01/26	06/25/26	FHMS K508 A2 DTD 10/01/2023 4.740% 08/01/2028	3137HAQ74		0.00	1,501.00	1,501.00			
06/01/26	06/25/26	FHMS K546 A2 DTD 09/01/2025 4.361% 05/01/2030	3137HN4R6		0.00	944.88	944.88			
06/01/26	06/25/26	FHMS K529 A2 DTD 10/01/2024 4.791% 09/01/2029	3137HH6C0		0.00	818.46	818.46			
06/01/26	06/25/26	FHMS K524 A2 DTD 07/01/2024 4.720% 05/01/2029	3137HDV56		0.00	1,258.67	1,258.67			
06/01/26	06/25/26	FHMS K512 A2 DTD 12/01/2023 5.000% 11/01/2028	3137HBCF9		0.00	729.22	729.22			
06/01/26	06/25/26	FHMS K506 A2 DTD 09/01/2023 4.650% 08/01/2028	3137HAMH6		0.00	1,453.13	1,453.13			
06/01/26	06/25/26	FHMS K509 A2 DTD 10/01/2023 4.850% 09/01/2028	3137HAST4		0.00	1,151.88	1,151.88			
06/01/26	06/25/26	FHMS K505 A2 DTD 07/01/2023 4.819% 06/01/2028	3137HACX2		0.00	1,445.70	1,445.70			
06/01/26	06/25/26	FHMS K513 A2 DTD 01/01/2024 4.724% 12/01/2028	3137HBFY5		0.00	846.38	846.38			

CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100

Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST										
06/01/26	06/25/26	FHMS K517 A2 DTD 03/01/2024 5.355% 01/01/2029	3137HC2C5		0.00	1,494.94	1,494.94			
06/01/26	06/25/26	FHMS K507 A1 DTD 09/01/2023 4.800% 04/01/2028	3137HAMR4		0.00	1,237.61	1,237.61			
06/01/26	06/25/26	FHMS K510 A2 DTD 11/01/2023 5.069% 10/01/2028	3137HB3D4		0.00	612.50	612.50			
06/01/26	06/25/26	FHMS K515 A2 DTD 02/01/2024 5.400% 01/01/2029	3137HBPD0		0.00	1,687.50	1,687.50			
06/01/26	06/25/26	FHMS K065 A2 DTD 07/01/2017 3.243% 04/01/2027	3137F1G44		0.00	594.55	594.55			
06/01/26	06/25/26	FHMS K557 A2 DTD 03/01/2026 3.936% 01/01/2031	3137HQSP7		0.00	639.60	639.60			
06/01/26	06/25/26	FHMS KJ46 A1 DTD 07/01/2023 4.777% 06/01/2028	3137HAD45		0.00	1,286.49	1,286.49			
06/01/26	06/25/26	FHMS KJ47 A1 DTD 09/01/2023 5.272% 08/01/2028	3137HAMN3		0.00	446.23	446.23			
06/01/26	06/25/26	FHMS K064 A2 DTD 05/01/2017 3.224% 03/01/2027	3137BXQY1		0.00	1,047.80	1,047.80			
06/01/26	06/25/26	FNA 2023-M6 A2 DTD 07/01/2023 4.190% 07/01/2028	3136BQDE6		0.00	1,199.86	1,199.86			
06/01/26	06/25/26	FHMS K530 A2 DTD 11/01/2024 4.792% 09/01/2029	3137HHJL6		0.00	1,597.33	1,597.33			
06/01/26	06/25/26	FHMS K506 A1 DTD 09/01/2023 4.650% 05/01/2028	3137HAMG8		0.00	712.98	712.98			
06/01/26	06/25/26	FHMS K066 A2 DTD 08/01/2017 3.117% 06/01/2027	3137F2LJ3		0.00	883.87	883.87			
06/01/26	06/25/26	FHMS K516 A2 DTD 03/01/2024 5.477% 01/01/2029	3137HBPM0		0.00	1,711.56	1,711.56			
06/01/26	06/25/26	FHMS K507 A2 DTD 09/01/2023 4.800% 09/01/2028	3137HAMS2		0.00	1,480.00	1,480.00			
06/01/26	06/25/26	FHMS K511 A2 DTD 12/01/2023 4.860% 10/01/2028	3137HB3G7		0.00	850.50	850.50			
06/01/26	06/25/26	FHMS K061 A2 DTD 01/01/2017 3.347% 11/01/2026	3137BTUM1		0.00	694.25	694.25			

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Managed Account Security Transactions & Interest

For the Month Ending **June 30, 2026**

CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100

Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST										
06/01/26	06/25/26	FHMS K514 A2 DTD 02/01/2024 4.572% 12/01/2028	3137HBLV4		0.00	838.20	838.20			
06/01/26	06/25/26	FHMS K526 A2 DTD 08/01/2024 4.543% 07/01/2029	3137HDXL9		0.00	1,325.04	1,325.04			
06/15/26	06/15/26	FITAT 2023-1 A3 DTD 08/23/2023 5.530% 08/15/2028	31680EAD3		0.00	441.35	441.35			
06/15/26	06/15/26	TAOT 2023-D A3 DTD 11/14/2023 5.540% 08/15/2028	89239FAD4		0.00	195.52	195.52			
06/15/26	06/15/26	BACCT 2023-A2 A2 DTD 12/14/2023 4.980% 11/15/2028	05522RDH8		0.00	560.25	560.25			
06/15/26	06/15/26	CHAIT 2023-A1 A DTD 09/15/2023 5.160% 09/15/2028	161571HT4		0.00	1,290.00	1,290.00			
06/15/26	06/15/26	TAOT 2025-D A3 DTD 10/23/2025 3.840% 06/17/2030	89231GAD0		0.00	672.00	672.00			
06/15/26	06/15/26	BACCT 2025-A1 A DTD 06/12/2025 4.310% 05/15/2030	05522RDK1		0.00	664.46	664.46			
06/15/26	06/15/26	HAROT 2026-2 A3 DTD 05/13/2026 4.300% 11/15/2030	43814YAD3		0.00	1,012.89	1,012.89			
06/15/26	06/15/26	FORDO 2026-A A3 DTD 03/24/2026 4.050% 10/15/2030	34532WAD7		0.00	556.88	556.88			
06/15/26	06/15/26	CHAIT 2025-A1 A DTD 07/25/2025 4.160% 07/15/2030	161571HZ0		0.00	1,109.33	1,109.33			
06/15/26	06/15/26	TAOT 2023-C A3 DTD 08/15/2023 5.160% 04/17/2028	89231FAD2		0.00	120.52	120.52			
06/15/26	06/15/26	CHAIT 2024-A1 A DTD 01/31/2024 4.600% 01/15/2029	161571HV9		0.00	1,265.00	1,265.00			
06/15/26	06/15/26	HART 2025-D A3 DTD 11/12/2025 3.990% 09/16/2030	44891XAD9		0.00	615.13	615.13			
06/15/26	06/15/26	HART 2023-C A3 DTD 11/13/2023 5.540% 10/16/2028	44918CAD4		0.00	244.75	244.75			
06/15/26	06/15/26	USAOT 2025-A A3 DTD 10/09/2025 3.950% 12/17/2029	90327HAC3		0.00	312.71	312.71			
06/15/26	06/15/26	HART 2025-A A3 DTD 03/12/2025 4.320% 10/15/2029	44935CAD3		0.00	882.00	882.00			

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Managed Account Security Transactions & Interest

For the Month Ending **June 30, 2026**

CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100

Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST										
06/15/26	06/15/26	COMET 2025-A1 A DTD 09/16/2025 3.820% 09/15/2030	14041NGF2		0.00	795.83	795.83			
06/15/26	06/15/26	AMXCA 2023-3 A DTD 09/19/2023 5.230% 09/15/2028	02582JKD1		0.00	1,351.08	1,351.08			
06/15/26	06/15/26	HART 2025-C A3 DTD 09/17/2025 3.880% 04/15/2030	44935JAD8		0.00	646.67	646.67			
06/15/26	06/15/26	HART 2026-A A3 DTD 02/18/2026 3.790% 02/18/2031	448981AD2		0.00	189.50	189.50			
06/15/26	06/15/26	HAROT 2025-4 A3 DTD 11/12/2025 3.980% 06/17/2030	43814XAD5		0.00	597.00	597.00			
06/15/26	06/15/26	ALLYA 2025-1 A3 DTD 10/16/2025 3.960% 03/15/2030	02008KAC7		0.00	264.00	264.00			
06/15/26	06/15/26	TAOT 2025-C A3 DTD 07/30/2025 4.110% 03/15/2030	89238VAD0		0.00	565.13	565.13			
06/15/26	06/15/26	BACCT 2026-A1 A DTD 05/14/2026 4.220% 04/15/2031	05522RDL9		0.00	1,344.54	1,344.54			
06/15/26	06/15/26	BAAT 2026-1A A3 DTD 04/24/2026 4.180% 10/15/2030	05620EAD0		0.00	365.75	365.75			
06/15/26	06/15/26	COPAR 2025-1 A3 DTD 11/05/2025 3.850% 07/15/2030	14043YAD7		0.00	304.79	304.79			
06/15/26	06/15/26	HART 2025-B A3 DTD 06/11/2025 4.360% 12/17/2029	44935XAD7		0.00	345.17	345.17			
06/15/26	06/15/26	AMXCA 2025-4 A DTD 07/22/2025 4.300% 07/15/2030	02582JKV1		0.00	806.25	806.25			
06/15/26	06/15/26	TAOT 2025-B A3 DTD 04/30/2025 4.340% 11/15/2029	89231HAD8		0.00	542.50	542.50			
06/15/26	06/15/26	TAOT 2026-B A3 DTD 04/21/2026 4.130% 12/16/2030	89240QAD7		0.00	567.88	567.88			
06/15/26	06/15/26	TAOT 2026-A A3 DTD 01/21/2026 3.860% 09/16/2030	89240KAD0		0.00	321.67	321.67			
06/16/26	06/16/26	GMCAR 2024-1 A3 DTD 01/17/2024 4.850% 12/18/2028	36268GAD7		0.00	77.44	77.44			
06/16/26	06/16/26	GMCAR 2025-2 A3 DTD 05/14/2025 4.280% 04/16/2030	362549AD9		0.00	231.83	231.83			

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Managed Account Security Transactions & Interest

For the Month Ending **June 30, 2026**

CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100

Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST										
06/18/26	06/18/26	HAROT 2023-3 A3 DTD 08/22/2023 5.410% 02/18/2028	43815QAC1		0.00	314.78	314.78			
06/20/26	06/20/26	VZMT 2026-1 A1A DTD 03/13/2026 3.940% 02/20/2031	92348KFC2		0.00	1,182.00	1,182.00			
06/21/26	06/21/26	CCCIT 2025-A1 A DTD 06/26/2025 4.300% 06/21/2030	17305EHA6		0.00	8,600.00	8,600.00			
06/21/26	06/21/26	HAROT 2025-3 A3 DTD 08/12/2025 4.040% 02/21/2030	43813QAD1		0.00	774.33	774.33			
06/21/26	06/21/26	HAROT 2026-1 A3 DTD 02/18/2026 3.780% 09/23/2030	43815CAD0		0.00	173.25	173.25			
06/21/26	06/21/26	HAROT 2025-1 A3 DTD 02/11/2025 4.570% 09/21/2029	43814VAC1		0.00	1,085.37	1,085.37			
06/25/26	06/25/26	CHAOT 2025-2A A3 DTD 10/29/2025 3.860% 10/25/2030	16144MAD6		0.00	418.17	418.17			
06/30/26	06/30/26	US TREASURY N/B DTD 12/31/2025 3.625% 12/31/2030	91282CPR6		0.00	2,175.00	2,175.00			
06/30/26	06/30/26	US TREASURY N/B DTD 12/31/2024 4.375% 12/31/2029	91282CMD0		0.00	18,484.38	18,484.38			
06/30/26	06/30/26	US TREASURY N/B DTD 07/01/2024 4.250% 06/30/2029	91282CKX8		0.00	4,568.75	4,568.75			
06/30/26	06/30/26	US TREASURY N/B DTD 01/03/2023 3.875% 12/31/2027	91282CGC9		0.00	10,075.00	10,075.00			
06/30/26	06/30/26	US TREASURY N/B DTD 06/30/2025 3.875% 06/30/2030	91282CNK3		0.00	5,521.88	5,521.88			
Transaction Type Sub-Total					**0.00**	**107,790.37**	**107,790.37**			
PAYDOWNS										
06/01/26	06/25/26	FHMS K506 A1 DTD 09/01/2023 4.650% 05/01/2028	3137HAMG8	483.54	483.54	0.00	483.54	7.23	3.28	
06/01/26	06/25/26	FHMS K066 A2 DTD 08/01/2017 3.117% 06/01/2027	3137F2LJ3	527.67	527.67	0.00	527.67	34.22	9.50	
06/01/26	06/25/26	FHMS KJ46 A1 DTD 07/01/2023 4.777% 06/01/2028	3137HAD45	6,843.04	6,843.04	0.00	6,843.04	0.17	0.07	

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Managed Account Security Transactions & Interest

For the Month Ending **June 30, 2026**

CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100

Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
PAYDOWNS										
06/01/26	06/25/26	FHMS KJ47 A1 DTD 09/01/2023 5.272% 08/01/2028	3137HAMN3	480.28	480.28	0.00	480.28	0.00	0.00	
06/01/26	06/25/26	FHMS K507 A1 DTD 09/01/2023 4.800% 04/01/2028	3137HAMR4	2,215.05	2,215.05	0.00	2,215.05	34.76	15.77	
06/01/26	06/25/26	FHMS K061 A2 DTD 01/01/2017 3.347% 11/01/2026	3137BTUM1	543.07	543.07	0.00	543.07	16.72	2.31	
06/01/26	06/25/26	FHMS K512 A2 DTD 12/01/2023 5.000% 11/01/2028	3137HBCF9	20.99	20.99	0.00	20.99	(0.20)	(0.10)	
06/01/26	06/25/26	FNA 2023-M6 A2 DTD 07/01/2023 4.190% 07/01/2028	3136BQDE6	25.74	25.74	0.00	25.74	0.44	0.19	
06/15/26	06/15/26	TAOT 2023-C A3 DTD 08/15/2023 5.160% 04/17/2028	89231FAD2	3,393.13	3,393.13	0.00	3,393.13	0.77	0.30	
06/15/26	06/15/26	HART 2023-C A3 DTD 11/13/2023 5.540% 10/16/2028	44918CAD4	5,282.39	5,282.39	0.00	5,282.39	0.69	0.35	
06/15/26	06/15/26	FITAT 2023-1 A3 DTD 08/23/2023 5.530% 08/15/2028	31680EAD3	10,524.66	10,524.66	0.00	10,524.66	0.65	0.28	
06/15/26	06/15/26	TAOT 2023-D A3 DTD 11/14/2023 5.540% 08/15/2028	89239FAD4	3,400.34	3,400.34	0.00	3,400.34	0.37	0.17	
06/16/26	06/16/26	GMCAR 2024-1 A3 DTD 01/17/2024 4.850% 12/18/2028	36268GAD7	1,747.93	1,747.93	0.00	1,747.93	0.35	0.19	
06/18/26	06/18/26	HAROT 2023-3 A3 DTD 08/22/2023 5.410% 02/18/2028	43815QAC1	9,703.40	9,703.40	0.00	9,703.40	2.00	0.74	
Transaction Type Sub-Total				**45,191.23**	**45,191.23**	**0.00**	**45,191.23**	**98.17**	**33.05**	
SELL										
06/03/26	06/04/26	VISA INC (CALLABLE) DTD 02/12/2026 4.100% 02/12/2031	92826CAZ5	720,000.00	713,001.60	9,184.00	722,185.60	(13,024.80)	(12,742.96)	FIFO
06/04/26	06/08/26	VISA INC (CALLABLE) DTD 02/12/2026 3.800% 02/12/2029	92826CAY8	195,000.00	192,734.10	2,387.67	195,121.77	81.90	72.28	FIFO
06/09/26	06/10/26	US TREASURY N/B DTD 04/30/2026 3.875% 04/30/2031	91282COK0	130,000.00	127,725.00	561.24	128,286.24	(512.89)	(523.79)	FIFO
06/15/26	06/18/26	US TREASURY N/B DTD 04/30/2026 3.875% 04/30/2031	91282CQK0	285,000.00	281,136.91	1,470.50	282,607.41	0.00	(39.40)	FIFO

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Managed Account Security Transactions & Interest

For the Month Ending **June 30, 2026**

CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100

Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
SELL										
06/15/26	06/18/26	US TREASURY N/B DTD 04/30/2026 3.875% 04/30/2031	91282CQK0	5,000.00	4,931.45	25.80	4,957.25	(0.78)	(1.47)	FIFO
Transaction Type Sub-Total				**1,335,000.00**	**1,319,529.06**	**13,629.21**	**1,333,158.27**	**(13,456.57)**	**(13,235.34)**	
Managed Account Sub-Total					**44,379.09**	**112,874.36**	**157,253.45**	**(13,358.40)**	**(13,202.29)**	
Total Security Transactions					**$44,379.09**	**$112,874.36**	**$157,253.45**	**($13,358.40)**	**($13,202.29)**	

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CONSENT CALENDAR
Agenda Item No. 11.5
August 12, 2026

Interim Financial Report - Fiscal Year 2025-26, Quarter 3

Prepared By:

Amanda Wells, Finance Director/City Treasurer

Recommended Action(s)

Staff recommends that the City Council receive and file the Interim Financial Report for Fiscal Year 2025-26, Quarter 3 ending March 31, 2026.

Summary

The goal of the Fiscal Year 2025-26 Annual Operating and Capital Improvement Budget served to establish both long-term and short-term financial planning for the City while adhering to regulations set by the Governmental Accounting Standards Board (GASB). The comprehensive budget illustrates City Council's commitment to providing cost effective municipal services. City Council adopts an operating and capital improvement budget every year, which commits resources for the accomplishment of the City's Strategic Plan, policies, and execution of services to the public. The budget identifies target areas via the strategic plan while measuring achievements to ensure departments remain transparent and on track. An abundant amount of time, analysis, and data from various resources helps establish projections to forecast proper revenue and expenditure budgets. The budget is a dynamic document that is amended throughout the year for various reasons, including City Council actions on department requests, actions by third parties which impact the budget plan, or changes in the economy.

The Quarterly Interim Financial Report is intended to serve as an update to City Council on the City's revenue and expenditure performance with respect to budget. This particular Interim Financial Report is for the third (3) quarter of fiscal year 2025-26 ending March 31, 2026. The figures in the attached reports represent the unaudited financials for quarter two as of July 1, 2026. It is important to note that the figures contained within the report do not reflect audited financials for

the current fiscal year, and figures may be adjusted in accordance with audit standards.

Background

Detail regarding the Interim Financial Report can be found in Attachment 1, Interim Financial Report.

Environmental

Government fiscal activities and budget appropriations are not considered a Project as defined by the California Environmental Quality Act (CEQA) and no environmental review is required.

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

Ensure that City revenues align with expenditures.

Fiscal Impact

The interim report for quarter three of fiscal year 2025-26 does not cause a fiscal impact to the city.

Prior City Council/Commission Action

In preparation for the adoption of the Fiscal-Year 2025-26 Annual Operating Budget staff followed the budget timeline as contained within the 2025-26 budget document. 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. On June 25, 2025 the City Council unanimously adopted the budget. The Quarter 1 2025-26 report was received and filed by City Council on December 10, 2025. The Quarter 2 2025-26 report was received and filed by City Council on April 22, 2026.

Attachment(s)

Attachment 1 - Interim Financial Report: Fiscal Year 2025-26, Quarter 3

INTERIM FINANCIAL REPORT
QUARTER THREE | 9 MONTHS

FISCAL YEAR 2025-2026

CITY OF
EASTVALE
CALIFORNIA

General Fund Summary by Category

Description	Audited Actuals 2022-23	Audited Actuals 2023-24	Unaudited Actuals 2024-25	Amended Budget 2025-26	Actuals 3/31/2026	% Budget Used	Amount Over(Under) Budget 2025-26
GENERAL FUND							
Revenues							
Property Taxes	$ 4,004,362	$ 4,004,968	$ 4,261,355	$ 4,443,800	$ 2,536,198	57%	$ (1,907,602)
Sales & Use Tax	47,356,371	58,319,348	48,463,297	49,200,000	30,782,802	63%	(18,417,198)
Franchise Fees	6,556,660	2,700,740	2,968,827	2,945,000	1,620,668	55%	(1,324,332)
Transient Occupancy Tax	-	-	377,751	560,000	329,205	59%	(230,795)
License, Permits & Fees	2,347,535	3,701,400	5,845,278	6,237,300	5,170,777	83%	(1,066,523)
Fines, Penalties & Forfeitures	724,866	713,504	1,051,914	1,020,000	668,615	66%	(351,385)
Intergovernmental	6,077,206	6,632,569	6,922,975	7,075,000	3,698,247	52%	(3,376,753)
Use of Money & Property	1,511,747	5,289,049	9,026,433	8,500,000	4,849,617	57%	(3,650,383)
Miscellaneous	299,556	374,955	324,134	205,060	237,368	116%	32,308
Transfers In	298,240	531,786	511,261	507,811	-	0%	(507,811)
Total General Fund Revenues	**69,176,543**	**82,268,318**	**79,753,223**	**80,693,971**	**49,893,499**	**62%**	**(30,800,472)**
Expenditures							
Personnel	$ 6,127,883	$ 7,514,498	$ 9,558,111	$ 12,891,497	$ 8,384,049	65%	$ (4,507,448)
Contract Services (Law Enforcement)	12,445,838	13,215,383	14,431,853	17,145,615	7,775,676	45%	(9,369,939)
Contract Services (Other)	3,934,059	3,848,020	4,820,763	7,538,150	2,324,648	31%	(5,213,501)
Maintenance	345,138	291,750	326,092	644,710	178,072	28%	(466,638)
Operations	960,061	2,627,366	3,046,778	5,651,485	2,998,942	53%	(2,652,543)
Capital Outlay	758,553	(367,180)	555,919	742,855	579,502	78%	(163,354)
Debt Service	533,242	801,205	1,050,540	300,000	-	0%	(300,000)
Transfers Out & Appropriation from Reserve	12,761,462	15,247,922	12,238,146	84,125,335	405,000	0%	(83,720,335)
Total General Fund Expenditures	**37,866,236**	**43,178,965**	**46,028,201**	**129,039,647**	**22,645,889**	**18%**	**(106,393,758)**
TOTAL GENERAL FUND NET REVENUE	***31,310,307***	***39,089,353***	***33,725,022***	***(48,345,676)***	***27,247,610***		***75,593,286***
OTHER PURPOSE GENERAL FUNDS							
RESTRICTED STRUCTURAL FIRE FUND							
Revenues							
Property Taxes (Restricted for Fire Services)	$ 8,379,338	$ 9,196,030	$ 9,376,216	$ 9,890,000	$ 5,579,000	56%	$ (4,311,000)
Sales & Use Tax	-	-	-	-	-	0%	-
Franchise Fees	-	-	-	-	-	0%	-
Other Taxes	-	-	-	-	-	0%	-
License, Permits & Fees	77,971	143,895	112,232	119,000	137,182	115%	18,182
Fines, Penalties & Forfeitures	92,793	86,348	126,624	90,000	12,972	14%	(77,028)
Intergovernmental	-	-	-	-	-	0%	-
Use of Money & Property	432,432	625,717	925,075	660,000	648,782	98%	(11,218)
Miscellaneous	-	-	-	-	-	0%	-
Transfers	-	-	-	-	-	0%	-
Total Fire Fund Revenues	**8,982,534**	**10,051,989**	**10,540,147**	**10,759,000**	**6,377,935**	**59%**	**(4,381,065)**
Expenditures							
Salaries	$ -	$ -	$ -	$ -	$ -	0%	$ -
Benefits	-	-	-	-	-	0%	-
Contract Services	6,298,267	6,821,529	6,619,948	8,685,712	4,283,310	49%	(4,402,402)
Maintenance	70,167	77,995	60,950	123,500	19,887	16%	(103,613)
Operations	(87,248)	205,979	226,299	321,763	100,453	31%	(221,310)
Capital Outlay (Approp from Reserve)	26,094	-	-	3,762,385	-	0%	(3,762,385)
Debt Service	272,717	278,171	287,907	300,000	-	0%	(300,000)
Transfers Out	-	-	-	-	-	0%	-
Total General Fund Expenditures	**6,579,997**	**7,383,673**	**7,195,105**	**13,193,360**	**4,403,650**	**33%**	**(8,789,710)**
TOTAL FIRE FUND NET REVENUE	***2,402,537***	***2,668,316***	***3,345,042***	***(2,434,360)***	***1,974,285***		***4,408,645***

General Fund Summary by Departments

	Description	Audited Actuals 2022-23	Audited Actuals 2023-24	Unaudited Actuals 2024-25	Amended Budget 2025-26	Actuals 3/31/2026	% Budget Used	Amount Over(Under) Budget 2025-26
	GENERAL FUND							
	Revenues							
	General Services							
	Non Departmental	$ 66,138,827	$ 78,086,136	$ 73,292,808	$ 73,906,671	$ 44,472,720	60%	$ (29,433,951)
	City Clerk	74,273	108,780	105,485	80,200	64,177	80%	(16,023)
	City Manager	-	-	-	-	100	0%	100
	Community Services & Recreation	-	-	4,454	15,000	4,820	32%	$ (10,180)
	Finance	145,228	184,249	214,962	170,100	145,473	86%	(24,627)
	General Government	-	-	-	-	-	0%	-
	City Attorney	22,944	30,346	22,186	25,000	34,299	137%	9,299
	Subtotal General Services	**66,381,272**	**78,409,511**	**73,639,895**	**74,196,971**	**44,721,588**	60%	**(29,475,383)**
	Community Development							
	Community Development	$ 1,425,582	$ 2,321,572	$ 4,214,850	$ 4,608,000	$ 3,794,512	82%	$ (813,488)
	Subtotal Community Development	**1,425,582**	**2,321,572**	**4,214,850**	**4,608,000**	**3,794,512**	**82%**	**(813,488)**
	Public Works							
	Public Works	$ 778,728	$ 937,868	$ 1,315,897	$ 1,315,000	$ 989,019	75%	$ (325,981)
	Subtotal Community Development	**778,728**	**937,868**	**1,315,897**	**1,315,000**	**989,019**	**75%**	**(325,981)**
	Community Safety & Technology							
	Community Safety	$ 294,266	$ 319,045	$ 335,753	$ 316,000	$ 256,846	81%	$ (59,154)
	Subtotal Community Safety & Technology	**294,266**	**319,045**	**335,753**	**316,000**	**256,846**	**81%**	**(59,154)**
	Public Safety							
	Public Safety	$ 296,697	$ 280,322	$ 246,829	$ 258,000	$ 131,533	51%	$ (126,467)
	Subtotal Public Safety	**296,697**	**280,322**	**246,829**	**258,000**	**131,533**	**51%**	**(126,467)**
	Total General Fund Revenues	**69,176,543**	**82,268,318**	**79,753,223**	**80,693,971**	**49,893,499**	**62%**	**(30,800,472)**
	Expenditures							
	City Council							
100	City Council	$ 162,650	$ 161,344	$ 217,346	$ 334,278	$ 217,785	65%	$ (116,493)
	Subtotal City Council	**162,650**	**161,344**	**217,346**	**334,278**	**217,785**	**65%**	**(116,493)**
	City Administration							
200	City Manager	$ 521,256	$ 595,799	$ 687,800	$ 816,078	$ 522,821	64%	$ (293,257)
220	Human Resources	$ 601,773	$ 743,288	$ 722,992	1,084,049	597,826	55%	(486,223)
230	Risk Management	388,154	550,270	800,888	1,203,900	1,139,643	95%	(64,257)
302	Economic Development	-	719,414	899,324	1,000,249	472,761	47%	(527,488)
720	Community Services & Recreation	$ 1,003,507	$ 1,078,775	$ 1,239,423	1,672,599	976,074	58%	(696,525)
	Subtotal City Administration	**2,514,690**	**3,687,546**	**4,350,427**	**5,776,875**	**3,709,125**	**64%**	**(2,067,750)**
	Non Departmental							
110	City Attorney	$ 295,852	$ 307,171	$ 333,366	$ 384,000	$ 197,631	51%	$ (186,369)
290	Non Departmental	12,680,685	15,793,582	14,369,335	86,743,797	1,292,163	1%	(85,451,634)
	Subtotal Non Departmental	**12,976,537**	**16,100,753**	**14,702,700**	**87,127,797**	**1,489,794**	**2%**	**(85,638,003)**
	Government Services							
120	City Clerk	$ 579,863	$ 497,458	$ 534,862	$ 890,582	$ 587,496	66%	$ (303,086)
260	Communications	320,256	374,202	469,432	400,818	258,232	64%	(142,585)
	Subtotal Government Services	**900,119**	**871,660**	**1,004,294**	**1,291,400**	**845,729**	**65%**	**(445,671)**
	Finance							
210	Finance	$ 1,139,254	$ 1,231,399	$ 1,578,139	$ 1,909,278	$ 1,090,571	57%	$ (818,707)
211	Procurement	-	-	-	314,849	231,555	74%	(83,294)
	Subtotal Finance	**1,139,254**	**1,231,399**	**1,578,139**	**2,224,127**	**1,322,127**	**59%**	**(902,000)**

General Fund Summary by Departments

	Description	Audited Actuals 2022-23	Audited Actuals 2023-24	Unaudited Actuals 2024-25	Amended Budget 2025-26	Actuals 3/31/2026	% Budget Used	Amount Over(Under) Budget 2025-26
	Community Development							
301	Administration	$ 1,356,552	$ 474,789	$ 378,497	$ 536,865	$ 339,331	63%	$ (197,534)
300	Planning	686,329	665,670	890,558	1,184,583	641,926	54%	(542,657)
310	Building Safety	1,273,580	1,111,581	1,388,476	1,969,302	967,755	49%	(1,001,547)
	Subtotal Community Development	**3,316,461**	**2,252,039**	**2,657,532**	**3,690,750**	**1,949,012**	**53%**	**(1,741,739)**
	Public Works							
320	Engineering	$ 1,419,521	$ 2,041,620	$ 2,210,106	$ 3,847,901	$ 1,724,353	45%	$ (2,123,548)
500	Public Works	275,437	596,730	1,242,879	2,908,164	1,059,378	36%	(1,848,786)
295	Facility Maintenance	557,645	371,872	396,023	609,277	253,635	42%	(355,642)
296	Facility Landscaping	181,504	149,746	181,034	380,207	72,338	19%	(307,869)
600	Landscaping (public right-of-way)	-	-	-	-	-	0%	-
	Subtotal Public Works	**2,434,108**	**3,159,967**	**4,030,042**	**7,745,549**	**3,109,704**	**40%**	**(4,635,845)**
	Community Safety & Technology							
311	Administration	$ 315,828	$ 644,270	$ 958,183	$ 967,818	$ 785,028	81%	$ (182,790)
330	Code Enforcement	811,417	765,922	801,884	1,047,653	637,357	61%	(410,296)
240	Information Technology	289,671	375,969	387,527	618,900	327,950	53%	(290,950)
	Subtotal Community Safety	**1,416,917**	**1,786,161**	**2,147,593**	**2,634,371**	**1,750,334**	**66%**	**(884,036)**
	Public Safety							
400	Law Enforcement	$ 12,621,198	$ 13,537,188	$ 14,897,377	$ 17,652,000	$ 8,046,598	46%	$ (9,605,402)
430	Animal Control	276,155	274,649	327,795	412,500	170,111	41%	(242,389)
440	Crossing Guards	108,149	116,260	114,957	150,000	35,571	24%	(114,429)
	Subtotal Public Safety	**13,005,502**	**13,928,096**	**15,340,129**	**18,214,500**	**8,252,280**	**45%**	**(9,962,220)**
	Total General Fund Expenditures	**37,866,236**	**43,178,965**	**46,028,201**	**129,039,647**	**22,645,889**	**18%**	**(106,393,758)**
	TOTAL GENERAL FUND NET REVENUE	***31,310,307***	***39,089,353***	***33,725,022***	***(48,345,676)***	***27,247,610***		***75,593,286***
	OTHER PURPOSE GENERAL FUNDS							
	RESTRICTED STRUCTURAL FIRE FUND							
	Revenues							
	Property Taxes (Restricted for Fire Services)	$ 8,379,338	$ 9,196,030	$ 9,376,216	$ 9,890,000	$ 5,579,000	56%	$ (4,311,000)
	Sales & Use Tax	-	-	-	-	-	0%	-
	Franchise Fees	-	-	-	-	-	0%	-
	Other Taxes	-	-	-	-	-	0%	-
	License, Permits & Fees	77,971	143,895	112,232	119,000	137,182	115%	18,182
	Fines, Penalties & Forfeitures	92,793	86,348	126,624	90,000	12,972	14%	(77,028)
	Intergovernmental	-	-	-	-	-	0%	-
	Use of Money & Property	432,432	625,717	925,075	660,000	648,782	98%	(11,218)
	Miscellaneous	-	-	-	-	-	0%	-
	Transfers	-	-	-	-	-	0%	-
	Total Fire Fund Revenues	**8,982,534**	**10,051,989**	**10,540,147**	**10,759,000**	**6,377,935**	**59%**	**(4,381,065)**
	Expenditures							
	Public Safety							
290	General Government	$ 30,899	$ 278,171	$ 287,907	$ 300,000	$ -	0%	$ (300,000)
295	Facility Maintenance	146,078	194,022	163,043	253,450	90,700	36%	(162,750)
296	Facility Landscaping	22,065	32,470	25,624	71,600	14,446	20%	(57,154)
320	Engineering	-	-	-	-	-	0%	-
420	Fire Services	6,380,954	6,879,010	6,718,530	12,568,310	4,298,504	34%	(8,269,806)
	Total Fire Fund Expenditures	**6,579,997**	**7,383,673**	**7,195,105**	**13,193,360**	**4,403,650**	**33%**	**$ (8,789,710)**
	TOTAL FIRE FUND NET REVENUE	***2,402,537***	***2,668,316***	***3,345,042***	***(2,434,360)***	***1,974,285***		***4,408,645***

General Fund Operating Summary

Description	Audited Actuals 2022-23	Audited Actuals 2023-24	Unaudited Actuals 2024-25	Amended Budget 2025-26	Actuals 3/31/2026	% Budget Used	Amount Over(Under) Budget 2025-26
GENERAL FUND							
Operating Revenues							
Property Taxes	$ 4,004,362	$ 4,004,968	$ 4,261,355	$ 4,443,800	$ 2,536,198	57%	$ (1,907,602)
Sales & Use Tax	30,966,371	31,415,102	34,714,250	36,072,400	19,580,212	54%	(16,492,188)
Franchise Fees	2,556,660	2,700,740	2,968,827	2,945,000	1,620,668	55%	(1,324,332)
Transient Occupancy Tax	-	-	377,751	560,000	329,205	59%	(230,795)
License, Permits & Fees	2,347,535	3,701,400	2,984,208	3,637,300	2,985,227	82%	(652,073)
Fines, Penalties & Forfeitures	724,866	713,504	1,051,914	1,020,000	668,615	66%	(351,385)
Intergovernmental	6,077,206	6,632,569	6,922,975	7,075,000	3,698,247	52%	(3,376,753)
Use of Money & Property	1,024,247	1,310,489	1,443,000	3,700,000	1,585,617	43%	(2,114,383)
Miscellaneous	299,556	374,955	324,134	205,060	237,368	116%	32,308
Transfers In	298,240	531,786	511,261	507,811	-	0%	(507,811)
Total General Fund Operating Revenues	**48,299,043**	**51,385,512**	**55,559,673**	**60,166,371**	**33,241,359**	**55%**	**(26,925,012)**
Operating Expenditures							
Personnel	$ 6,127,883	$ 7,514,498	$ 9,558,111	$ 12,891,497	$ 8,384,049	65%	$ (4,507,448)
Contract Services (Law Enforcement)	12,445,838	13,215,383	14,431,853	17,145,615	7,775,676	45%	(9,369,939)
Contract Services (Other)	3,934,059	3,848,020	4,430,763	6,838,150	2,159,648	32%	(4,678,501)
Maintenance	345,138	291,750	326,092	644,710	178,072	28%	(466,638)
Operations	960,061	2,627,366	3,046,778	5,651,485	2,998,942	53%	(2,652,543)
Capital Outlay	758,553	(367,180)	555,919	742,855	579,502	78%	(163,354)
Debt Service	533,242	801,205	1,050,540	300,000	-	0%	(300,000)
Transfers Out	40,703	19,640	15,456	17,250	-	0%	(17,250)
Total General Fund Operating Expenditures	**25,145,477**	**27,950,683**	**33,415,511**	**44,231,562**	**22,075,889**	**50%**	**(22,155,673)**
NET OPERATING REVENUE	***23,153,566***	***23,434,829***	***22,144,162***	***15,934,809***	***11,165,470***		***(4,769,339)***
Non-Operating Revenues							
Sales Tax	$ 16,390,000	$ 26,904,246	$ 13,749,047	13,127,600	$ 11,202,590	85%	$ (1,925,010)
Franchise Fees (Retention Fees)	4,000,000	-	-	-	-	0%	-
License, Permits & Fees (One-Time Construction)	-	-	2,861,070	2,600,000	2,185,550	84%	(414,450)
Use of Money and Property (Interest)	487,500	2,550,000	6,097,002	4,800,000	3,264,000	68%	(1,536,000)
Use of Money and Property (Unrealized Gain/Loss)	-	1,428,560	1,486,431	-	-	0%	-
Total General Fund Non-Operating Revenues	**20,877,500**	**30,882,806**	**24,193,550**	**20,527,600**	**16,652,140**	**81%**	**(3,875,460)**
Non-Operating Expenditures							
Contract Services (Developer Permits)	-	-	390,000	700,000	165,000	24%	(535,000)
Transfers Out (Capital Replacement Reserves)	1,303,652	1,020,000	1,140,000	1,140,000	-	0%	(1,140,000)
Transfers Out (DIF)				61,045,580	-		(61,045,580)
Transfers Out (CIP)	11,417,107	14,208,282	11,082,690	21,922,505	405,000	2%	(21,517,505)
Total General Fund Non-Operating Expenditures	**12,720,759**	**15,228,282**	**12,612,690**	**84,808,085**	**570,000**	**1%**	**(84,238,085)**
NET NON-OPERATING REVENUE	***8,156,741***	***15,654,524***	***11,580,860***	***(64,280,485)***	***16,082,140***		***80,362,625***
GRAND TOTAL GENERAL FUND NET REVENUE	***31,310,307***	***39,089,353***	***33,725,022***	***(48,345,676)***	***27,247,610***		***75,593,286***

General Fund Operating Summary

Description	Audited Actuals 2022-23	Audited Actuals 2023-24	Unaudited Actuals 2024-25	Amended Budget 2025-26	Actuals 3/31/2026	% Budget Used	Amount Over(Under) Budget 2025-26
OTHER PURPOSE GENERAL FUNDS							
RESTRICTED STRUCTURAL FIRE FUND							
Operating Revenues							
Property Taxes (Restricted for Fire Services)	$ 8,379,338	$ 9,196,030	$ 9,376,216	$ 9,890,000	$ 5,579,000	56%	$ (4,311,000)
Sales & Use Tax	-	-	-	-	-	0%	-
Franchise Fees	-	-	-	-	-	0%	-
Other Taxes	-	-	-	-	-	0%	-
License, Permits & Fees	77,971	143,895	112,232	119,000	137,182	115%	18,182
Fines, Penalties & Forfeitures	92,793	86,348	126,624	90,000	12,972	14%	(77,028)
Intergovernmental	-	-	-	-	-	0%	-
Use of Money & Property	432,432	625,717	925,075	660,000	648,782	98%	(11,218)
Miscellaneous	-	-	-	-	-	0%	-
Transfers	-	-	-	-	-	0%	-
Total Fire Fund Revenues	**8,982,534**	**10,051,989**	**10,540,147**	**10,759,000**	**6,377,935**	**59%**	**(4,381,065)**
Operating Expenditures							
Salaries	$ -	$ -	$ -	$ -	$ -	0%	$ -
Benefits	-	-	-	-	-	0%	-
Staff Development	-	-	-	-	-	0%	-
Contract Services	6,298,267	6,821,529	6,619,948	8,685,712	4,283,310	49%	(4,402,402)
Maintenance	70,167	77,995	60,950	123,500	19,887	16%	(103,613)
Operations	(87,248)	205,979	226,299	321,763	100,453	31%	(221,310)
Capital Outlay	0	-	-	-	-	0%	-
Debt Service	272,717	278,171	287,907	300,000	-	0%	(300,000)
Transfers Out	-	-	-	-	-	0%	-
Subtotal Fire Fund Expenditures	**6,553,903**	**7,383,673**	**7,195,105**	**9,430,975**	**4,403,650**	**47%**	**(5,027,325)**
NET OPERATING REVENUE	***2,428,631***	***2,668,316***	***3,345,042***	***1,328,025***	***1,974,285***		***646,260***
Non-Operating Revenues							
Use of Money and Property (Unrealized Gain/Loss)	$ -	$ -	$ -	$ -	$ -	0%	$ -
Transfers In	-	-	-	-	-	0%	-
Total Fire Fund Non-Operating Revenues	**-**	**-**	**-**	**-**	**-**	**0%**	**$ -**
Non-Operating Expenditures							
CIP (Fire Station)	$ -	$ -	$ -	$ 1,000,000	$ -	0%	$ (1,000,000)
CIP (Vehicle Purchase)	26,094	-	-	2,762,385	-	0%	(2,762,385)
Total Fire Fund Non-Operating Expenditures	**26,094**	**-**	**-**	**3,762,385**	**-**	**0%**	**$ (3,762,385)**
NET NON-OPERATING REVENUE	***(26,094)***	***-***	***-***	***(3,762,385)***	***-***		***3,762,385***
FIRE FUND GRAND TOTAL NET REVENUE	***2,402,537***	***2,668,316***	***3,345,042***	***(2,434,360)***	***1,974,285***	***-***	***4,408,645***

Other Funds Summary

*Data includes transfers

	Description	Audited Actuals 2022-23	Audited Actuals 2023-24	Unaudited Actuals 2024-25	Amended Budget 2025-26	Actuals 3/31/2026	% Budget Used	Amount Over(Under) Budget 2025-26
	OTHER FUNDS							
	Revenues							
120	General Plan Fund	$ -	$ 56,795	$ 114,990	$ 124,000	$ 109,795	89%	$ (14,205)
200	Gas Tax	1,910,031	2,068,582	2,130,447	2,146,500	1,393,375	65%	(753,125)
205	SB1	1,630,373	1,841,295	1,949,486	1,926,300	1,142,672	59%	(783,628)
206	Area Drainage Plan (ADP)	22,224	30,080	40,400	33,000	26,202	79%	(6,798)
210	Measure A	3,561,411	3,433,382	3,794,696	3,590,000	2,214,759	62%	(1,375,241)
211	TDA Fund	146,666	-	-	-	-	0%	-
220	AQMD	105,726	155,405	103,099	104,000	75,112	72%	(28,888)
230	Grants: Law Enforcement Grants	-	-	-	-	-	0%	-
240	Grants: Miscellaneous Grants Fund	520,685	10,820,267	10,273,842	986,914	163,753	17%	(823,161)
241	Grants: Coronavirus Relief Fund	-	-	-	-	-	0%	-
242	Grants: American Rescue Plan Act Fund	-	-	-	-	-	0%	-
243	Public, Educational, or Governmental Access Fund	1,444	885	1,049	-	293	0%	293
250	Grants: Community Development Block Grant	-	-	15,007	-	-	0%	-
260	Local Law Enforcement Services	-	-	-	-	-	0%	-
270	TUMF Reimbursement Fund	13,818	451,322	2,862,711	-	-	0%	-
290	Transportation DIF	520,618	574,123	4,208,195	306,000	315,089	103%	9,089
291	Fire DIF	70,837	144,417	2,896,192	69,000	457,911	664%	388,911
292	Public Facilities DIF	69,972	226,542	5,625,146	20,382,380	705,452	3%	(19,676,928)
293	Road and Bridge Benefit District	218,470	867,221	826,941	337,000	1,319,788	392%	982,788
294	Quimby Parkland Fees	-	12,387	22,339	-	1,006	0%	1,006
295	DIF Police Facilities Fund	-	-	-	21,821,200	311,242	1%	(21,509,958)
296	DIF Public Facilities: Library Fund	-	-	-	19,020,000	456,758	2%	(18,563,242)
297	DIF Park Improvement Fund	-	-	-	-	12,402	0%	12,402
298	DIF Community & Recreation Centers Fund	-	-	-	-	2,582	0%	2,582
300	LLMD 89-1 Zone 10	4,743	12	-	-	-	0%	-
301	LLMD 89-1 Zone 33	707	185	-	-	-	0%	-
302	LLMD 89-1 Zone 41	76,992	99,814	145,925	86,590	65,335	75%	(21,255)
303	LLMD 89-1 Zone 79	1,667	1,783	2,363	1,009	711	70%	(298)
304	LLMD 89-1 Zone 85	985	1,176	1,805	1,105	919	83%	(186)
305	LLMD 89-1 Zone 111	24,893	15,827	26,149	8,258	6,065	73%	(2,193)
306	LLMD 89-1 Zone 115	4,094	4,269	4,411	4,579	2,594	57%	(1,985)
307	LLMD 89-1 Zone 116	7,897	7,233	9,945	3,308	2,349	71%	(959)
308	LLMD 89-1 Zone 147	1,717	1,785	1,862	1,912	972	51%	(940)
309	LLMD 89-1 Zone 151	9,512	9,702	11,129	11,352	7,851	69%	(3,501)
310	LLMD 89-1 Zone 156	7,139	7,282	8,353	8,520	4,303	51%	(4,217)
311	Benefit Assessment District 2014-2	11,259	10,183	8,626	11,891	3,428	29%	(8,463)
312	LLMD 2014-1	18,215	17,087	8,487	12,873	3,066	24%	(9,807)
313	LLMD 2014-3	7,114	9,230	5,185	2,842	629	22%	(2,213)
314	LLMD 2014-4	6,071	4,134	1,640	2,575	628	24%	(1,947)
315	Community Facilities District 2019-1 Cloverdale	11,030	9,618	9,726	5,148	2,827	55%	(2,321)
316	Community Facilities District 2025-01 Limonite	-	-	-	76,200	37,922	50%	(38,278)
317	Community Facilities District 2024-02 Zone 1 Eastvale Square F	-	-	-	430,848	183,540	43%	(247,308)
318	Community Facilities District 2024-02 Zone 2 Magnolia Ranch	-	-	-	-	-	0%	-
319	Community Facilities District 2024-02 Zone 4 Eastvale Square F	-	-	-	-	13,068	0%	13,068
400	Community Facilities District 2017-1 Goodman Commerce	41,746	45,285	49,547	39,827	23,092	58%	(16,735)
401	Community Facilities District 2017-2 Sendero	49,212	35,390	37,133	33,353	17,995	54%	(15,358)
402	Community Facilities District 2020-1 Hamner Place	95,925	99,168	117,254	121,942	60,972	50%	(60,970)
403	LMD 98-2 ORIGINAL	11,024	5,485	4,644	1,300	880	68%	(420)
404	LMD 98-2 ANNEX 01/Zone A	8,149	4,749	4,867	2,427	1,392	57%	(1,035)
405	LMD 98-2 ANNEX 02/Zone B	91,834	64,280	49,206	18,260	10,521	58%	(7,739)
406	LMD 98-2 ANNEX 03/Zone C	16,645	10,371	10,721	1,305	897	69%	(408)
407	LMD 98-2 ANNEX 04/Zone D	22,287	15,673	16,178	1,590	1,094	69%	(496)
408	LMD 98-2 ANNEX 06/Zone F	22,359	11,367	10,330	2,460	1,715	70%	(745)
409	LMD 2001-1 Zone G	1,092	1,254	1,333	1,324	713	54%	(611)
410	LMD 2001-1 Zone S	1,320	1,643	1,720	1,736	904	52%	(832)
411	LMD 2001-1 Zone W	14,940	7,732	617	-	1,225	0%	1,225

Other Funds Summary

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412	LMD 2001-2 Zone A	18,360	15,067	14,031	3,865	2,652	69%	(1,213)
413	LMD 2001-2 Zone B	17,360	11,964	10,898	2,235	1,546	69%	(689)
414	LMD 2001-2 Zone C	1,094	674	607	65	49	75%	(16)
415	LMD 2001-2 Zone D	11,887	7,999	9,214	1,555	1,173	75%	(382)
416	LMD 2001-2 Zone F	3,067	11,209	2,781	625	430	69%	(195)
417	LMD 2001-2 Zone G	10,287	9,437	7,737	1,900	1,331	70%	(569)
418	LMD 2001-2 Zone H	28,855	19,990	23,756	3,855	2,722	71%	(1,133)
419	LMD 2001-2 Zone J	18,512	13,370	14,423	2,620	1,896	72%	(724)
420	LMD 2001-2 Zone K	1,716	1,880	1,919	1,965	1,092	56%	(873)
421	LMD 2001-2 Zone M	2,771	1,677	1,807	210	161	76%	(49)
422	LMD 2001-3 Zone A	12,739	13,396	13,848	14,111	7,660	54%	(6,451)
423	LMD 2001-3 Zone B	9,909	8,173	8,626	1,737	1,218	70%	(519)
424	LMD 2001-3 Zone C	8,419	4,639	4,473	1,785	1,187	66%	(598)
425	LMD 2001-3 Zone D	17,458	9,343	8,922	3,500	2,292	65%	(1,208)
426	LMD 2001-3 Zone E	38,591	22,706	22,041	7,350	5,042	69%	(2,308)
427	LMD 2001-3 Zone F	14,954	4,824	4,948	3,120	2,211	71%	(909)
428	LMD 2001-3 Zone G	7,967	6,918	4,983	3,916	2,248	57%	(1,668)
429	LMD 2001-3 Zone H	6,331	3,742	3,460	1,355	859	63%	(496)
430	LMD 2001-3 Zone I	40,910	25,353	30,276	5,700	4,231	74%	(1,469)
431	LMD 2001-3 Zone J	11,936	7,174	6,547	1,530	1,127	74%	(403)
432	LMD 2001-3 Zone K	14,651	8,290	7,067	1,745	1,153	66%	(592)
433	LMD 2001-3 Zone L	14,175	8,636	7,795	1,785	1,425	80%	(360)
434	LMD 2001-3 Zone M	25,718	15,716	19,214	4,590	3,324	72%	(1,266)
435	LMD 2001-3 Zone N	43,034	20,318	17,394	3,485	2,234	64%	(1,251)
436	LMD 2001-3 Zone O	2,746	1,519	1,463	480	328	68%	(152)
437	LMD 2001-3 Zone P	14,526	8,324	8,151	3,255	2,151	66%	(1,104)
438	LMD 2001-3 Zone Q	5,997	3,618	3,493	1,195	846	71%	(349)
439	LMD 2001-3 Zone R	1,699	1,067	934	155	106	68%	(49)
440	LMD 2001-3 Zone S	3,061	1,717	2,298	595	448	75%	(147)
441	LMD 2001-3 Zone T	21,130	12,021	12,614	5,075	2,771	55%	(2,304)
442	LMD 2001-3 Zone U	14,313	8,485	9,032	2,673	1,754	66%	(919)
443	LMD 2001-3 Zone V	23,359	13,631	25,369	4,985	3,563	71%	(1,422)
444	LMD 2001-3 Zone W	7,854	8,985	9,292	1,870	1,418	76%	(452)
445	LMD 2001-3 Zone X	2,365	1,321	1,240	430	317	74%	(113)
446	LMD 2001-3 Zone Y	3,689	2,099	2,058	765	512	67%	(253)
447	LMD 2001-3 Zone Z	4,093	2,296	2,226	805	546	68%	(259)
448	LMD 2001-3 Zone AA	2,843	1,615	1,498	500	367	73%	(133)
449	LMD 2001-3 Zone BB	2,464	1,343	1,254	490	329	67%	(161)
450	LMD 2001-3 Zone CC	17,523	10,601	9,835	1,980	1,447	73%	(533)
451	LMD 2001-3 Zone DD	23,649	14,894	14,235	4,010	2,778	69%	(1,232)
452	LMD 2001-3 Zone EE	9,563	15,881	6,486	2,315	1,641	71%	(674)
453	LMD 2001-3 Zone FF	21,436	12,637	12,086	2,795	2,009	72%	(786)
454	LMD 2001-3 Zone GG	6,056	3,452	3,345	1,230	794	65%	(436)
455	LMD 2001-3 Zone HH	4,877	2,771	2,704	945	663	70%	(282)
456	LMD 2001-3 Zone II	10,433	5,828	5,769	2,150	1,423	66%	(727)
457	LMD 2001-3 Zone JJ	2,102	1,178	1,147	395	269	68%	(126)
458	LMD 2001-3 Zone KK	1,655	1,664	1,272	2,051	1,196	58%	(855)
459	LMD 2001-3 Zone LL	4,358	2,252	2,754	755	483	64%	(272)
460	LMD 2001-3 Zone MM	5,042	3,146	2,873	635	440	69%	(195)
461	LMD 2001-3 Zone NN	7,293	4,227	4,105	1,605	1,071	67%	(534)
462	LMD 2001-3 Zone OO	7,230	4,175	4,016	1,410	949	67%	(462)
463	LMD 2001-3 Zone PP	8,413	4,814	4,635	1,815	1,213	67%	(602)
464	LMD 2001-3 Zone QQ	3,648	2,116	2,041	575	434	75%	(141)
465	LMD 2001-3 Zone RR	21,582	13,226	12,702	4,060	2,733	67%	(1,327)
466	LMD 2001-3 Zone SS	8,167	4,739	4,607	1,835	1,221	67%	(614)
467	LMD 2001-3 Zone TT	3,602	2,056	1,986	875	553	63%	(322)
468	LMD 2001-3 Zone UU	2,844	1,510	1,468	475	333	70%	(142)
469	LMD 2001-3 Zone VV	2,434	2,513	2,457	535	366	68%	(169)
470	LMD 2001-3 Zone WW	9,570	5,583	5,415	1,865	1,323	71%	(542)
471	LMD 2001-3 Zone XX	2,242	2,843	2,881	2,852	1,629	57%	(1,223)

Other Funds Summary

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	Description	Audited Actuals 2022-23	Audited Actuals 2023-24	Unaudited Actuals 2024-25	Amended Budget 2025-26	Actuals 3/31/2026	% Budget Used	Amount Over(Under) Budget 2025-26
472	LMD 2001-3 Zone YY	19,033	11,887	10,613	2,520	2,006	80%	(514)
473	LMD 2001-3 Zone ZZ	4,300	2,726	2,448	865	612	71%	(253)
474	LMD 2001-3 Zone AAA	17,999	10,753	10,288	3,670	2,577	70%	(1,093)
475	LMD 2001-3 Zone BBB	11,626	6,775	6,527	2,170	1,437	66%	(733)
476	LMD 2001-3 Zone CCC	28,879	17,254	16,335	5,095	3,426	67%	(1,669)
477	LMD 2001-3 Zone DDD	21,166	12,722	12,412	4,230	2,776	66%	(1,454)
478	LMD 2001-3 Zone EEE	2,900	3,459	3,332	745	496	67%	(249)
479	LMD 2001-3 Zone FFF	20,119	11,827	15,892	4,130	3,004	73%	(1,126)
480	LMD 2001-3 Zone GGG	7,672	4,708	4,497	1,260	924	73%	(336)
481	LMD 2001-3 Zone HHH	2,137	3,910	4,062	2,906	1,699	58%	(1,207)
482	LMD 2001-3 Zone III	13,216	14,862	15,102	15,365	9,030	59%	(6,335)
483	LMD 2001-3 Zone JJJ	11,775	7,200	6,742	2,520	1,637	65%	(883)
484	LMD 2001-3 Zone LLL	11,151	5,044	2,776	1,520	922	61%	(598)
485	LMD 2001-3 Zone MMM	8,225	4,783	4,620	1,662	1,109	67%	(553)
486	Illumination District No 2 Subarea 35	3,795	5,352	4,971	390	223	57%	(167)
487	Illumination District No 2 Subarea 42	1,496	1,777	1,609	2,271	1,883	83%	(388)
488	Illumination District No 2 Subarea 46	3,263	4,550	4,782	3,160	1,615	51%	(1,545)
489	Illumination District No 2 Subarea 49	4,113	4,802	4,855	4,837	2,467	51%	(2,370)
490	Illumination District No 2 Subarea 55	679	684	682	679	342	50%	(337)
500	Debt Service	-	-	-	7,802,245	9,089,151	116%	1,286,906
600	Capital Projects	11,417,107	14,208,282	11,343,363	71,922,505	50,405,000	70%	(21,517,505)
601	General Information Technology Capital Replacement Fund	433,652	50,000	50,000	50,000	-	0%	(50,000)
602	General Fleet Capital Replacement Fund	120,000	120,000	240,000	240,000	-	0%	(240,000)
603	General Street Maintenance Capital Fund	500,000	500,000	500,000	500,000	-	0%	(500,000)
604	General Facility Maintenance Capital Fund	250,000	250,000	250,000	250,000	-	0%	(250,000)
700	Information Technology	-	-	-	-	-	0%	-
	Total Other Fund Revenues	**22,951,703**	**36,890,417**	**48,366,113**	**152,700,613**	**68,787,818**	45%	**(83,912,795)**
	Expenditures							
120	General Plan Fund	$ -	$ -	$ -	$ -	$ -	0%	$ -
200	Gas Tax	1,280,427	2,684,385	1,813,837	4,369,230	1,536,117	35%	(2,833,113)
205	SB1	(7,078)	3,938,265	306,587	3,256,124	2,073,638	64%	(1,182,486)
206	Area Drainage Plan (ADP)	(13,822)	-	-	-	-	0%	-
210	Measure A	1,572,979	4,542,330	2,561,775	8,728,670	1,331,774	15%	(7,396,897)
211	TDA Fund	44,348	-	-	83,750	-	0%	(83,750)
220	AQMD	1,844	519,472	-	320,000	166,035	52%	(153,965)
230	Law Enforcement Grants	-	-	-	-	-	0%	-
240	Grants: Miscellaneous Grants Fund	479,696	13,029,122	8,086,513	565,552	255,223	45%	(310,329)
241	Grants: Coronavirus Relief Fund	-	-	-	-	-	0%	-
242	Grants: American Rescue Plan Act Fund	-	-	-	-	-	0%	-
243	Public, Educational, or Governmental Access Fund	-	-	-	-	-	0%	-
250	Grants: Community Development Block Grant	-	-	15,000	-	-	0%	-
260	Local Law Enforcement Services	-	-	-	-	-	0%	-
270	TUMF Reimbursement Fund	157,993	1,671,198	873,493	9,572,000	14,949	0%	(9,557,051)
290	Transportation DIF	(3,547)	5,170	4,012,778	9,961	3,018	30%	(6,943)
291	Fire DIF	(7,086)	910	2,775,119	69	-	0%	(69)
292	Public Facilities DIF	485,117	3,260	5,435,493	20,764,822	1,329,054	6%	(19,435,768)
293	Road and Bridge Benefit District	(98,390)	-	196,635	-	-	0%	-
294	Quimby Parkland Fees	-	-	-	-	-	0%	-
295	DIF Police Facilities Fund	-	-	-	5,426,650	176,011	3%	(5,250,639)
296	DIF Public Facilities: Library Fund	-	-	-	19,020,000	7,036,458	37%	(11,983,542)
297	DIF Park Improvement Fund	-	-	-	-	-	0%	-
298	DIF Community & Recreation Centers Fund	-	-	-	-	-	0%	-
300	LLMD 89-1 Zone 10	159	527	-	-	-	0%	-
301	LLMD 89-1 Zone 33	8	8,095	-	-	-	0%	-
302	LLMD 89-1 Zone 41	(14,775)	20,269	14,413	59,923	10,262	17%	(49,661)
303	LLMD 89-1 Zone 79	884	1,493	1,384	1,837	1,004	55%	(833)
304	LLMD 89-1 Zone 85	(374)	147	102	552	99	18%	(453)
305	LLMD 89-1 Zone 111	8,522	14,694	13,613	31,879	8,293	26%	(23,586)
306	LLMD 89-1 Zone 115	11,544	14,138	12,643	14,009	7,003	50%	(7,006)

Other Funds Summary

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307	LLMD 89-1 Zone 116	4,950	7,152	5,712	7,272	3,859	53%	(3,413)
308	LLMD 89-1 Zone 147	5,179	5,949	4,488	4,984	3,101	62%	(1,883)
309	LLMD 89-1 Zone 151	19,258	38,973	23,870	27,743	15,916	57%	(11,827)
310	LLMD 89-1 Zone 156	13,403	16,161	12,473	15,075	7,182	48%	(7,893)
311	Benefit Assessment District 2014-2	4,860	7,379	9,239	11,091	5,511	50%	(5,580)
312	LLMD 2014-1	5,096	9,327	10,461	11,474	6,435	56%	(5,039)
313	LLMD 2014-3	3,603	5,701	5,958	7,274	4,128	57%	(3,146)
314	LLMD 2014-4	726	1,613	2,185	2,985	657	22%	(2,328)
315	Community Facilities District 2019-1 Cloverdale	3,198	4,455	5,064	6,399	4,742	74%	(1,657)
316	Community Facilities District 2025-01 Limonite	-	18,820	5,158	74,269	10,408	14%	(63,861)
317	Community Facilities District 2024-02 Zone 1 Eastvale Square F	-	22,017	8,000	435,948	3,022	1%	(432,926)
318	Community Facilities District 2024-02 Zone 2 Magnolia Ranch	-	-	-	-	12,000	0%	12,000
319	Community Facilities District 2024-02 Zone 4 Eastvale Square F	-	-	-	-	3,000	0%	3,000
400	Community Facilities District 2017-1 Goodman Commerce	1,612	26,446	30,417	28,827	19,089	66%	(9,738)
401	Community Facilities District 2017-2 Sendero	25,840	31,863	30,592	30,355	18,292	60%	(12,063)
402	Community Facilities District 2020-1 Hamner Place	123,806	143,595	139,704	147,634	49,575	34%	(98,059)
403	LMD 98-2 ORIGINAL	5,417	4,509	3,412	3,718	1,709	46%	(2,009)
404	LMD 98-2 ANNEX 01/Zone A	4,141	3,190	2,559	2,763	1,305	47%	(1,458)
405	LMD 98-2 ANNEX 02/Zone B	40,253	46,871	44,451	53,285	24,593	46%	(28,692)
406	LMD 98-2 ANNEX 03/Zone C	8,395	6,572	5,090	5,549	2,510	45%	(3,039)
407	LMD 98-2 ANNEX 04/Zone D	10,981	8,858	6,794	7,468	3,338	45%	(4,130)
408	LMD 98-2 ANNEX 06/Zone F	8,944	7,415	6,056	6,635	3,072	46%	(3,563)
409	LMD 2001-1 Zone G	477	620	570	4,756	337	7%	(4,419)
410	LMD 2001-1 Zone S	995	1,323	1,205	13,672	670	5%	(13,002)
411	LMD 2001-1 Zone W	18,434	18,934	1,225	-	2,488	0%	2,488
412	LMD 2001-2 Zone A	10,987	14,908	12,356	14,127	6,850	48%	(7,277)
413	LMD 2001-2 Zone B	8,921	7,646	6,316	6,832	3,369	49%	(3,463)
414	LMD 2001-2 Zone C	691	714	407	422	241	57%	(181)
415	LMD 2001-2 Zone D	6,090	4,991	4,122	4,417	2,196	50%	(2,221)
416	LMD 2001-2 Zone F	1,785	1,674	2,113	2,452	917	37%	(1,535)
417	LMD 2001-2 Zone G	4,767	7,411	5,449	6,456	3,098	48%	(3,358)
418	LMD 2001-2 Zone H	14,741	11,806	9,424	10,069	4,912	49%	(5,157)
419	LMD 2001-2 Zone J	10,315	8,784	7,274	7,768	3,762	48%	(4,006)
420	LMD 2001-2 Zone K	2,832	3,572	3,359	3,429	2,307	67%	(1,122)
421	LMD 2001-2 Zone M	1,360	1,044	790	795	436	55%	(359)
422	LMD 2001-3 Zone A	4,986	5,571	5,061	5,750	3,499	61%	(2,251)
423	LMD 2001-3 Zone B	3,327	2,743	2,296	2,786	1,189	43%	(1,597)
424	LMD 2001-3 Zone C	2,794	3,505	3,083	3,821	1,627	43%	(2,194)
425	LMD 2001-3 Zone D	6,211	8,054	7,600	9,190	4,125	45%	(5,065)
426	LMD 2001-3 Zone E	13,735	17,531	16,375	19,834	8,787	44%	(11,047)
427	LMD 2001-3 Zone F	1,430	1,608	1,585	2,791	522	19%	(2,269)
428	LMD 2001-3 Zone G	4,446	5,160	4,778	5,494	2,596	47%	(2,898)
429	LMD 2001-3 Zone H	3,227	4,002	3,724	4,255	1,554	37%	(2,701)
430	LMD 2001-3 Zone I	18,922	14,481	11,384	12,490	5,453	44%	(7,037)
431	LMD 2001-3 Zone J	5,419	4,148	3,285	3,591	1,599	45%	(1,992)
432	LMD 2001-3 Zone K	8,217	6,396	5,055	5,267	2,473	47%	(2,794)
433	LMD 2001-3 Zone L	6,185	4,486	3,464	3,752	1,641	44%	(2,111)
434	LMD 2001-3 Zone M	9,448	10,470	9,297	11,048	4,913	44%	(6,135)
435	LMD 2001-3 Zone N	29,601	17,745	14,252	13,686	6,759	49%	(6,927)
436	LMD 2001-3 Zone O	935	1,206	1,144	1,356	651	48%	(705)
437	LMD 2001-3 Zone P	5,015	6,465	6,151	7,484	3,342	45%	(4,142)
438	LMD 2001-3 Zone Q	2,753	3,339	3,043	3,555	1,656	47%	(1,899)
439	LMD 2001-3 Zone R	815	726	548	572	320	56%	(252)
440	LMD 2001-3 Zone S	1,063	1,347	1,280	1,524	725	48%	(799)
441	LMD 2001-3 Zone T	7,191	9,158	8,704	10,651	4,652	44%	(5,999)
442	LMD 2001-3 Zone U	12,620	7,046	7,417	7,839	3,557	45%	(4,282)
443	LMD 2001-3 Zone V	9,454	11,293	10,457	12,556	5,587	44%	(6,969)
444	LMD 2001-3 Zone W	3,136	3,824	3,552	4,207	1,955	46%	(2,252)
445	LMD 2001-3 Zone X	831	1,060	992	1,175	578	49%	(597)
446	LMD 2001-3 Zone Y	1,311	1,665	1,577	1,879	888	47%	(991)

Other Funds Summary

*Data includes transfers

	Description	Audited Actuals 2022-23	Audited Actuals 2023-24	Unaudited Actuals 2024-25	Amended Budget 2025-26	Actuals 3/31/2026	% Budget Used	Amount Over(Under) Budget 2025-26
447	LMD 2001-3 Zone Z	1,424	1,810	1,708	2,054	958	47%	(1,096)
448	LMD 2001-3 Zone AA	1,015	1,195	1,113	1,311	625	48%	(686)
449	LMD 2001-3 Zone BB	801	1,020	969	1,187	553	47%	(634)
450	LMD 2001-3 Zone CC	10,381	5,509	4,545	4,551	1,964	43%	(2,587)
451	LMD 2001-3 Zone DD	8,547	8,339	6,863	8,260	3,287	40%	(4,973)
452	LMD 2001-3 Zone EE	3,986	6,422	4,456	5,410	2,429	45%	(2,981)
453	LMD 2001-3 Zone FF	10,264	7,022	6,087	6,517	2,948	45%	(3,569)
454	LMD 2001-3 Zone GG	2,120	2,692	2,556	3,077	1,407	46%	(1,670)
455	LMD 2001-3 Zone HH	1,718	2,268	2,073	2,492	1,148	46%	(1,344)
456	LMD 2001-3 Zone II	3,571	4,538	4,309	5,248	2,334	44%	(2,914)
457	LMD 2001-3 Zone JJ	734	931	874	1,036	514	50%	(522)
458	LMD 2001-3 Zone KK	3,317	4,252	3,887	4,046	2,105	52%	(1,941)
459	LMD 2001-3 Zone LL	6,370	1,833	2,331	2,072	958	46%	(1,114)
460	LMD 2001-3 Zone MM	2,273	2,053	1,708	1,898	907	48%	(991)
461	LMD 2001-3 Zone NN	2,567	3,261	3,090	3,736	1,694	45%	(2,042)
462	LMD 2001-3 Zone OO	2,726	4,238	3,286	3,982	1,811	45%	(2,171)
463	LMD 2001-3 Zone PP	3,807	4,426	4,106	4,830	2,312	48%	(2,518)
464	LMD 2001-3 Zone QQ	1,317	1,712	1,594	1,884	895	47%	(989)
465	LMD 2001-3 Zone RR	7,600	9,790	9,144	11,126	4,899	44%	(6,227)
466	LMD 2001-3 Zone SS	2,920	3,724	3,505	4,228	1,926	46%	(2,302)
467	LMD 2001-3 Zone TT	1,526	1,936	1,827	2,131	1,022	48%	(1,109)
468	LMD 2001-3 Zone UU	909	1,163	1,103	1,329	620	47%	(709)
469	LMD 2001-3 Zone VV	1,082	1,387	1,302	1,499	733	49%	(766)
470	LMD 2001-3 Zone WW	3,440	4,363	4,142	4,995	2,259	45%	(2,736)
471	LMD 2001-3 Zone XX	1,452	1,700	1,559	1,647	1,026	62%	(621)
472	LMD 2001-3 Zone YY	8,934	6,655	5,193	5,638	2,484	44%	(3,154)
473	LMD 2001-3 Zone ZZ	1,516	1,952	1,858	2,235	1,033	46%	(1,202)
474	LMD 2001-3 Zone AAA	6,256	7,846	7,430	9,051	3,991	44%	(5,060)
475	LMD 2001-3 Zone BBB	4,427	5,667	5,341	6,392	2,918	46%	(3,474)
476	LMD 2001-3 Zone CCC	11,916	13,011	11,865	13,932	6,295	45%	(7,637)
477	LMD 2001-3 Zone DDD	7,810	9,831	9,087	10,992	4,879	44%	(6,113)
478	LMD 2001-3 Zone EEE	470	3,153	1,056	1,511	666	44%	(845)
479	LMD 2001-3 Zone FFF	7,194	9,013	8,511	10,369	4,554	44%	(5,815)
480	LMD 2001-3 Zone GGG	3,308	4,661	3,822	4,543	2,116	47%	(2,427)
481	LMD 2001-3 Zone HHH	2,459	2,580	2,189	2,271	1,339	59%	(932)
482	LMD 2001-3 Zone III	30,926	19,495	13,274	12,420	6,013	48%	(6,407)
483	LMD 2001-3 Zone JJJ	4,301	5,372	4,833	5,873	2,599	44%	(3,274)
484	LMD 2001-3 Zone LLL	2,128	2,152	1,904	2,056	1,119	54%	(937)
485	LMD 2001-3 Zone MMM	2,959	3,834	3,618	4,337	1,991	46%	(2,346)
486	Illumination District No 2 Subarea 35	3,618	4,728	4,411	4,779	2,775	58%	(2,004)
487	Illumination District No 2 Subarea 42	1,341	1,577	1,438	1,508	936	62%	(572)
488	Illumination District No 2 Subarea 46	8,226	4,291	4,368	4,148	2,253	54%	(1,895)
489	Illumination District No 2 Subarea 49	5,027	5,522	5,246	5,673	3,140	55%	(2,533)
490	Illumination District No 2 Subarea 55	821	1,073	989	1,074	630	59%	(444)
500	Debt Service	-	-	-	7,802,245	1,116,408	14%	(6,685,837)
600	Capital Projects	3,273,187	8,801,649	5,202,634	94,522,746	27,407,793	29%	(67,114,953)
601	General Information Technology Capital Replacement Fund	-	-	-	-	-	0%	-
602	General Fleet Capital Replacement Fund	-	-	-	-	-	0%	-
603	General Street Maintenance Capital Fund	-	-	-	-	-	0%	-
604	General Facility Maintenance Capital Fund	-	-	-	-	-	0%	-
700	Information Technology	-	-	-	-	-	0%	-
	Total Other Fund Expenditures	**7,906,268**	**36,108,448**	**32,048,980**	**175,871,863**	**42,871,883**	24%	**(132,999,980)**

Available Resources Summary

Fund Name & Type	Audited Fund Balance 2022-23	Audited Fund Balance 2023-24	Unaudited Fund Balance 2024-25	Amended Revenue Budget 2025-26	Amended Expenditure Budget 2025-26	Estimated Available Fund Balance 6/30/2026
GENERAL FUNDS						
100 General Fund	$ 127,394,125	$ 166,483,478	$ 200,208,500	$ 80,693,971	$ 129,039,647	$ 151,862,824
TOTAL General Funds	**127,394,125**	**166,483,478**	**200,208,500**	**80,693,971**	**129,039,647**	**151,862,824**
OTHER PURPOSE GENERAL FUNDS						
110 Restricted Structural Fire Fund	$ 16,875,651	$ 19,543,967	$ 22,889,009	$ 10,759,000	$ 13,193,360	$ 20,454,649
120 General Plan Fund	-	56,795	171,785	124,000	-	295,785
TOTAL Other Purpose General Funds	**16,875,651**	**19,600,762**	**23,060,794**	**10,883,000**	**13,193,360**	**20,750,434**
SPECIAL REVENUE FUNDS						
200 Gas Tax Fund	$ 3,783,628	$ 3,177,175	$ 3,502,966	$ 2,146,500	$ 4,369,230	$ 1,280,236
205 Road Maintenance and Rehabilitation Fund	2,437,501	340,531	1,983,430	1,926,300	3,256,124	653,606
206 Area Drainage Plan (ADP)	921,734	951,814	992,214	33,000	-	1,025,214
210 Measure A Fund	6,637,058	5,528,110	6,761,031	3,590,000	8,728,670	1,622,360
211 TDA Fund	-	-	-	-	83,750	(83,750)
220 AQMD	617,349	243,932	337,849	104,000	320,000	121,849
240 Grants: Miscellaneous Grants Fund	26,204	(2,182,651)	4,678	986,914	565,552	426,041
243 Public, Educational, or Governmental Access Fund	4,147	5,032	6,081	-	-	6,081
250 Grants: Community Development Block Grant	(7)	(7)	-	-	-	-
270 TUMF Reimbursement Find	(769,342)	(1,989,218)	-	-	9,572,000	(9,572,000)
290 DIF Transportation Facilities Fund	947,941	1,516,894	1,712,311	306,000	9,961	2,008,350
291 DIF Fire Department Facilities Fund	616,755	760,262	881,335	69,000	69	950,266
292 DIF Public Facilities: City Hall Fund	175,194	398,476	588,129	20,382,380	20,764,822	205,687
293 Road and Bridge Benefit District	6,986,893	7,854,113	8,484,419	337,000	-	8,821,419
294 Quimby Parkland Fees	-	12,387	34,726	-	-	34,726
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	-	-	-	-	-
302 LLMD 89-1 Zone 41	1,879,870	1,959,414	2,090,927	86,590	59,923	2,117,594
303 LLMD 89-1 Zone 79	16,990	17,279	18,258	1,009	1,837	17,430
304 LLMD 89-1 Zone 85	31,958	32,987	34,690	1,105	552	35,243
305 LLMD 89-1 Zone 111	183,032	184,164	196,700	8,258	31,879	173,079
306 LLMD 89-1 Zone 115	(35,657)	(45,526)	(53,758)	4,579	14,009	(63,188)
307 LLMD 89-1 Zone 116	63,988	64,070	68,303	3,308	7,272	64,339
308 LLMD 89-1 Zone 147	(9,674)	(13,839)	(16,465)	1,912	4,984	(19,537)
309 LLMD 89-1 Zone 151	(60,500)	(89,771)	(102,511)	11,352	27,743	(118,902)
310 LLMD 89-1 Zone 156	(28,784)	(37,662)	(41,782)	8,520	15,075	(48,337)
311 Benefit Assessment District 2014-2	19,802	22,605	21,992	11,891	11,091	22,792
312 LLMD 2014-1	31,667	39,427	37,453	12,873	11,474	38,852
313 LLMD 2014-3	11,402	14,932	14,159	2,842	7,274	9,727
314 LLMD 2014-4 (dissolve 2026-27, move balances to 317)	15,525	18,047	17,502	2,575	2,985	17,092
315 Community Facilities District 2019-1 Cloverdale	7,179	12,342	17,005	5,148	6,399	15,754
316 Community Facilities District 2025-1 Limonite/Archibald	-	(18,820)	(23,978)	76,200	74,269	(22,047)
317 Community Facilities District 2024-02 Zone 1 Eastvale Squ	-	(22,017)	(30,017)	430,848	435,948	(35,117)
318 Community Facilities District 2024-02 Zone 2 Magnolia Ra	-	-	-	-	-	-
319 Community Facilities District 2024-02 Zone 4 Eastvale Squ	-	-	-	-	-	-
400 Community Facilities District 2017-1 Goodman Commerc	295,932	314,771	333,901	39,827	28,827	344,901
401 Community Facilities District 2017-2 Sendero	76,569	80,096	86,636	33,353	30,355	89,634
402 Community Facilities District 2020-1 Hamner Place	24,598	(19,829)	(42,279)	121,942	147,634	(67,971)
403 LMD 98-2 ORIGINAL	20,544	21,519	22,751	1,300	3,718	20,333
404 LMD 98-2 ANNEX 01/Zone A	1,817	3,375	5,683	2,427	2,763	5,347
405 LMD 98-2 ANNEX 02/Zone B	64,667	82,076	86,831	18,260	53,285	51,806
406 LMD 98-2 ANNEX 03/Zone C	8,521	12,320	17,951	1,305	5,549	13,707
407 LMD 98-2 ANNEX 04/Zone D	8,932	15,747	25,131	1,590	7,468	19,253
408 LMD 98-2 ANNEX 06/Zone F	40,039	43,991	48,265	2,460	6,635	44,090
409 LMD 2001-1 Zone G	2,332	2,966	3,729	1,324	4,756	297
410 LMD 2001-1 Zone S	2,414	2,734	3,250	1,736	13,672	(8,686)
411 LMD 2001-1 Zone W - dissolved 06/26/2024	10,585	(617)	(1,225)	-	-	(1,225)

Available Resources Summary

Fund Name & Type	Audited Fund Balance 2022-23	Audited Fund Balance 2023-24	Unaudited Fund Balance 2024-25	Amended Revenue Budget 2025-26	Amended Expenditure Budget 2025-26	Estimated Available Fund Balance 6/30/2026
412 LMD 2001-2 Zone A	53,181	53,340	55,015	3,865	14,127	44,753
413 LMD 2001-2 Zone B	32,007	36,324	40,906	2,235	6,832	36,309
414 LMD 2001-2 Zone C	1,695	1,656	1,856	65	422	1,499
415 LMD 2001-2 Zone D	21,229	24,236	29,328	1,555	4,417	26,466
416 LMD 2001-2 Zone F	3,881	13,416	14,084	625	2,452	12,257
417 LMD 2001-2 Zone G	30,389	32,416	34,704	1,900	6,456	30,148
418 LMD 2001-2 Zone H	49,308	57,492	71,825	3,855	10,069	65,611
419 LMD 2001-2 Zone J	32,474	37,060	44,209	2,620	7,768	39,061
420 LMD 2001-2 Zone K	1	(1,692)	(3,132)	1,965	3,429	(4,596)
421 LMD 2001-2 Zone M	3,352	3,986	5,003	210	795	4,418
422 LMD 2001-3 Zone A	(7,167)	658	9,444	14,111	5,750	17,805
423 LMD 2001-3 Zone B	3,447	8,877	15,207	1,737	2,786	14,158
424 LMD 2001-3 Zone C	27,092	28,225	29,615	1,785	3,821	27,579
425 LMD 2001-3 Zone D	54,664	55,953	57,275	3,500	9,190	51,585
426 LMD 2001-3 Zone E	119,981	125,155	130,821	7,350	19,834	118,337
427 LMD 2001-3 Zone F	51,278	54,494	57,857	3,120	2,791	58,186
428 LMD 2001-3 Zone G	4,574	6,332	6,536	3,916	5,494	4,958
429 LMD 2001-3 Zone H	17,407	17,146	16,882	1,355	4,255	13,982
430 LMD 2001-3 Zone I	77,850	88,722	107,614	5,700	12,490	100,824
431 LMD 2001-3 Zone J	22,502	25,528	28,789	1,530	3,591	26,728
432 LMD 2001-3 Zone K	21,876	23,770	25,782	1,745	5,267	22,260
433 LMD 2001-3 Zone L	25,028	29,179	33,510	1,785	3,752	31,543
434 LMD 2001-3 Zone M	68,510	73,757	83,675	4,590	11,048	77,217
435 LMD 2001-3 Zone N	46,824	49,396	52,539	3,485	13,686	42,338
436 LMD 2001-3 Zone O	8,069	8,383	8,702	480	1,356	7,826
437 LMD 2001-3 Zone P	46,173	48,033	50,033	3,255	7,484	45,804
438 LMD 2001-3 Zone Q	17,749	18,028	18,478	1,195	3,555	16,118
439 LMD 2001-3 Zone R	2,512	2,853	3,239	155	572	2,822
440 LMD 2001-3 Zone S	9,072	9,442	10,459	595	1,524	9,530
441 LMD 2001-3 Zone T	68,318	71,182	75,092	5,075	10,651	69,516
442 LMD 2001-3 Zone U	37,299	38,739	40,353	2,673	7,839	35,187
443 LMD 2001-3 Zone V	74,167	76,506	91,418	4,985	12,556	83,847
444 LMD 2001-3 Zone W	23,122	28,283	34,023	1,870	4,207	31,686
445 LMD 2001-3 Zone X	6,779	7,039	7,287	430	1,175	6,542
446 LMD 2001-3 Zone Y	11,143	11,577	12,058	765	1,879	10,944
447 LMD 2001-3 Zone Z	12,364	12,850	13,368	805	2,054	12,119
448 LMD 2001-3 Zone AA	7,965	8,385	8,769	500	1,311	7,958
449 LMD 2001-3 Zone BB	7,406	7,729	8,014	490	1,187	7,317
450 LMD 2001-3 Zone CC	28,214	33,307	38,597	1,980	4,551	36,026
451 LMD 2001-3 Zone DD	63,155	69,710	77,082	4,010	8,260	72,832
452 LMD 2001-3 Zone EE	28,893	38,351	40,381	2,315	5,410	37,286
453 LMD 2001-3 Zone FF	38,456	44,071	50,070	2,795	6,517	46,348
454 LMD 2001-3 Zone GG	18,572	19,332	20,120	1,230	3,077	18,273
455 LMD 2001-3 Zone HH	14,892	15,395	16,027	945	2,492	14,480
456 LMD 2001-3 Zone II	33,230	34,520	35,980	2,150	5,248	32,882
457 LMD 2001-3 Zone JJ	6,076	6,323	6,596	395	1,036	5,955
458 LMD 2001-3 Zone KK	(42)	(2,630)	(5,245)	2,051	4,046	(7,240)
459 LMD 2001-3 Zone LL	8,196	8,615	9,038	755	2,072	7,721
460 LMD 2001-3 Zone MM	10,197	11,290	12,455	635	1,898	11,192
461 LMD 2001-3 Zone NN	22,906	23,871	24,886	1,605	3,736	22,755
462 LMD 2001-3 Zone OO	22,379	22,316	23,046	1,410	3,982	20,474
463 LMD 2001-3 Zone PP	25,579	25,967	26,496	1,815	4,830	23,481
464 LMD 2001-3 Zone QQ	10,527	10,931	11,378	575	1,884	10,069
465 LMD 2001-3 Zone RR	68,574	72,009	75,568	4,060	11,126	68,502
466 LMD 2001-3 Zone SS	25,601	26,617	27,718	1,835	4,228	25,325
467 LMD 2001-3 Zone TT	10,682	10,803	10,961	875	2,131	9,705
468 LMD 2001-3 Zone UU	8,652	8,998	9,362	475	1,329	8,508
469 LMD 2001-3 Zone VV	6,907	8,032	9,188	535	1,499	8,224
470 LMD 2001-3 Zone WW	29,491	30,711	31,984	1,865	4,995	28,854
471 LMD 2001-3 Zone XX	3,937	5,080	6,402	2,852	1,647	7,607
472 LMD 2001-3 Zone YY	34,611	39,843	45,263	2,520	5,638	42,145
473 LMD 2001-3 Zone ZZ	13,262	14,037	14,627	865	2,235	13,257

Available Resources Summary

Fund Name & Type	Audited Fund Balance 2022-23	Audited Fund Balance 2023-24	Unaudited Fund Balance 2024-25	Amended Revenue Budget 2025-26	Amended Expenditure Budget 2025-26	Estimated Available Fund Balance 6/30/2026
474 LMD 2001-3 Zone AAA	57,433	60,340	63,199	3,670	9,051	57,818
475 LMD 2001-3 Zone BBB	36,264	37,371	38,557	2,170	6,392	34,335
476 LMD 2001-3 Zone CCC	78,573	82,816	87,286	5,095	13,932	78,449
477 LMD 2001-3 Zone DDD	66,732	69,622	72,947	4,230	10,992	66,185
478 LMD 2001-3 Zone EEE	8,542	8,849	11,125	745	1,511	10,359
479 LMD 2001-3 Zone FFF	64,801	67,616	74,997	4,130	10,369	68,758
480 LMD 2001-3 Zone GGG	22,854	22,901	23,576	1,260	4,543	20,293
481 LMD 2001-3 Zone HHH	(1,524)	(194)	1,679	2,906	2,271	2,314
482 LMD 2001-3 Zone III	5,426	793	2,621	15,365	12,420	5,566
483 LMD 2001-3 Zone JJJ	37,008	38,837	40,746	2,520	5,873	37,393
484 LMD 2001-3 Zone LLL	7,205	10,098	10,970	1,520	2,056	10,434
485 LMD 2001-3 Zone MMM	24,238	25,186	26,188	1,662	4,337	23,513
486 Illumination District No 2 Subarea 35	7,677	8,300	8,861	390	4,779	4,472
487 Illumination District No 2 Subarea 42	2,262	2,462	2,634	2,271	1,508	3,397
488 Illumination District No 2 Subarea 46	3,161	3,420	3,834	3,160	4,148	2,846
489 Illumination District No 2 Subarea 49	9,429	8,709	8,318	4,837	5,673	7,482
490 Illumination District No 2 Subarea 55	1,934	1,545	1,239	679	1,074	844
491 JCSD Special District Temporary Fund	(759)	-	-	-	-	-
TOTAL Special Revenue Funds	**27,134,953**	**21,534,252**	**30,555,665**	**71,811,863**	**73,546,872**	**28,820,656**
DEBT SERVICE FUND						
500 General Debt Service Fund	$ -	$ -	$ -	$ 7,802,245	$ 7,802,245	$ -
TOTAL Debt Service Fund	**-**	**-**	**-**	**7,802,245**	**7,802,245**	**-**
CAPITAL PROJECTS FUNDS						
600 General Capital Projects Fund	$ 11,052,878	$ 16,459,511	$ 22,600,241	$ 71,922,505	$ 94,522,746	$ (0)
601 General Information Technology Capital Replacement Fu	553,652	483,652	533,652	50,000	-	583,652
602 General Fleet Capital Replacement Fund	120,000	240,000	480,000	240,000	-	720,000
603 General Street Maintenance Capital Fund	500,000	1,000,000	1,500,000	500,000	-	2,000,000
604 General Facility Maintenance Capital Fund	250,000	500,000	750,000	250,000	-	1,000,000
605 General Catch Basin & Storm Drain Maintenance Capital	-	100,000	200,000	100,000	-	300,000
TOTAL Capital Projects Fund	**12,476,530**	**18,783,163**	**26,063,893**	**73,062,505**	**94,522,746**	**4,603,652**
TOTAL	**$ 183,881,258**	**$ 226,401,655**	**$ 279,888,852**	**$ 244,253,584**	**$ 318,104,870**	**$ 206,037,567**

Available Resources Summary

Fund Name & Type	Audited Fund Balance 2022-23	Audited Fund Balance 2023-24	Unaudited Fund Balance 2024-25	Amended Revenue Budget 2025-26	Amended Expenditure Budget 2025-26	Estimated Available Fund Balance 6/30/2026
GENERAL FUND - FUND BALANCE RESERVES AND COMMITMENTS						
Total General Fund Estimated Fund Balance at 06/30/2025						$ 151,862,824
Nonspendable (Per 06/30/2025 ACFR Draft):						
Prepaid Items					-	
Other Current Liabilities (& Fund 800)					5,848,110	
Total Nonspendable Fund Balance						5,848,110
Restricted:						
Restricted Fund Balance					-	
Total Restricted Fund Balance						-
Assigned:						
General Fund Operating Reserve (50% of Adopted Operating Appropriations)					22,115,781	
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)					11,600,000	
Financial System Implementation (FY2026-27)					1,000,000	
Facility Construction: Civic Center/Parking Structure					12,854,388	
Total Assigned Reserves						*64,941,578*
Committed:						
Facility Construction: City Hall					19,571,690	
Facility Construction: Library					17,574,470	
Facility Construction: Police Station					9,906,400	
Facility Construction: Civic Center/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: Future Civic Center					7,000,000	
Total Committed Reserves						*78,198,036*
Committed Appropriations Limit Qualified Capital Outlay Reserve:						
General Fund: Facility Construction: Police Station - Appropriations Limit					375,100	
Total Appropriations Limit Committed Reserves						*375,100*
Total General Funds Estimated Unassigned Fund Balance at 06/30/2026						**$ 2,500,000**
RESTRICTED STRUCTURAL FIRE FUND - FUND BALANCE RESERVES AND COMMITMENTS						
Total Fire Funds Estimated Fund Balance at 06/30/2025						$ 20,454,649
Assigned:						
Fire Fund Operating Reserve (75% of Adopted Operating Appropriations)					7,073,231	
Total Assigned Reserves						*7,073,231*
Committed:						
Facility Construction: Third Fire Station					12,300,000	
Equipment Purchase: Apparatus Replacement Reserve					400,000	
Total Committed Reserves						*12,700,000*
Total Fire Funds Estimated Unassigned Fund Balance at 06/30/2026						**$ 681,418**
Restricted by the County of Riverside (Per 06/30/2025 ACFR Draft):						
Restricted Fund Balance					19,543,967	
Total Restricted Fund Balance						*19,543,967*

**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.

Assigned Reserve: Contingency Calculation

Fund Name & Type	Audited Fund Balance 2022-23	Audited Fund Balance 2023-24	Estimated Fund Balance 6/30/2025	Proposed Revenue Budget 2025-26	Proposed Expenditure Budget 2025-26	Projected Available Fund Balance 6/30/2026
GENERAL FUNDS						
100 General Fund	$ 127,394,125	$ 166,483,478	$ 129,039,647	$ 80,693,971	$ 129,039,647	$ 80,693,971
TOTAL General Funds	**127,394,125**	**166,483,478**	**129,039,647**	**80,693,971**	**129,039,647**	**80,693,971**
Assigned 50% Contingency Reserve						
Policy: 50% of Annual Budgeted Operating Expenditures						
Total Expenditures					129,039,647	
Non-Operating Expenditures					84,808,085	
Operating Expenditures						44,231,562
50% Reserve						**22,115,781**
5% Unassigned Reserve						**2,211,578**
OTHER PURPOSE GENERAL FUNDS						
110 Restricted Structural Fire Fund	$ 16,875,651	$ 19,543,967	$ 13,193,360	$ 20,454,649	$ 13,193,360	$ 20,454,649
TOTAL Other Purpose General Funds	**16,875,651**	**19,543,967**	**13,193,360**	**20,454,649**	**13,193,360**	**20,454,649**
Assigned 75% Contingency Reserve						
Policy: 75% of Annual Budgeted Operating Expenditures						
Total Expenditures					13,193,360	
Non-Operating Expenditures					3,762,385	
Operating Expenditures						9,430,975
75% Reserve						**7,073,231**

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 Appropriat	**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					
General Fund: Facility Construction City Hall - Appropriations Limit			(3,525,400)		

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: Limonite Gap Bridge - Appropriations Limit						(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								12,895,000	
General Fund: Equipment Purchase: Fire Truck - Appropriations Limit								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

Sales Tax Summary

Quarter	Fiscal Year 2019-20**	Fiscal Year 2020-21	Fiscal Year 2021-22	Fiscal Year 2022-23	Fiscal Year 2023-24	Fiscal Year 2024-25	Fiscal Year 2025-26	Budget 2025-26
Quarter 1	2,986,937	2,873,677	10,585,289	11,716,157	12,593,129	11,359,058	12,650,777	**49,200,000**
Quarter 2 #	2,807,803	3,144,645	12,241,575	13,047,245	22,003,231	13,493,863	14,422,486	
Quarter 3	2,272,291	10,892,874	10,836,091	10,173,170	11,478,848	11,468,681	12,088,866	**Quarterly**
Quarter 4	2,281,948	11,208,862	11,047,330	12,419,799	12,244,139	12,141,695	-	**Budget:**
TOTAL Sales Tax	**10,348,979**	**28,120,058**	**44,710,286**	**47,356,371**	**58,319,347**	**48,463,297**	**39,162,129**	**12,300,000**

NOTE: Sales tax figures represent sales tax receipts applicable to the quarters indicated. Amounts may not have been actually received by the city in the quarter indicated. As a result, these totals may not be represented in other summary reports included in this report. This report reflects actuals as of 04/08/2026.

**Sales tax for Quarter 1 2019-20 included a late payment from the state applicable to prior quarters, this timing issue is the result of a state software system conversion. As a result, the amounts for Quarter 1 2019-20 appear higher than normal.

A true up for Quarter 2 ending December 31, 2020 was received in Quarter 2 2023-24. As a result, the amounts for Quarter 2, 2023-24 appear significantly higher than normal. Net of the back payment, the quarter totaled $12,303,231

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CONSENT CALENDAR
Agenda Item No. 11.6
August 12, 2026

City of Eastvale Crime Statistics – May 2026

Prepared By:
Johnny Terfehr, Community Safety Director

Recommended Action(s)
Staff recommends that the City Council receive and file the Eastvale Crime Statistics for May 2026.

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

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

Upon receiving the data, the Riverside County Sheriff's Department advised staff that the data provided would be reflective of the previous month, or thirty days behind the current month; and that the report would need to include a disclaimer identifying the data as preliminary and raw. At the July 26, 2017 meeting, City Council recommended that staff add columns reflective of felony and misdemeanor arrests. During the September 26, 2017 meeting, City Council recommended staff add traffic violations/citations data and the total calls for service broken down per month. Crime

statistics that were released in the time that passed since the last meeting of the City Council are attached.

Environmental

Crime statistics are not a project pursuant to the California Environmental Quality Act (CEQA) and no environmental review is required.

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

Not applicable

Fiscal Impact

Not applicable.

Prior City Council/Commission Action

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

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

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

Attachment(s)

Attachment 1 - Eastvale Crime Statistics Report May 2026

CITY OF EASTVALE

Crime Data & Statistics

90-Day / Year-Over-Year

TOTAL PART I CRIMES | 90-Day / Year-Over-Year

PART I CRIMES	MAR 2025	MAR 2026	APR 2025	APR 2026	MAY 2025	MAY 2026	YTD-2025	YTD-2026
Homicide	0	0	0	0	0	0	1	1
Arson	1	0	0	0	0	0	2	0
Aggravated Assault	19	18	23	17	19	12	192	84
Residential Burglary	1	2	4	2	2	1	34	13
Commercial Burglary	6	6	4	2	3	4	58	16
Residential Theft	26	17	21	15	19	24	246	93
Commercial Theft	37	45	43	49	50	31	471	193
Rape	1	0	0	0	1	3	6	6
Robbery	2	3	2	1	2	2	16	9
Vehicle Theft	9	2	4	5	2	8	85	25
Total Part I Crimes	**102**	**93**	**101**	**91**	**98**	**85**	**1,111**	**440**

TOTAL VIOLENT CRIMES | 90-Day / Year-Over-Year

PART I CRIME	MAR 2025	MAR 2026	APR 2025	APR 2026	MAY 2025	MAY 2026	YTD-2025	YTD-2026
Homicide	0	0	0	0	0	0	1	1
Rape	1	0	0	0	1	3	6	6
Robbery	2	3	2	1	2	2	16	9
Aggravated Assault	19	18	23	17	19	12	192	84
Arson	1	0	0	0	0	0	2	0
Total Violent Crimes	**23**	**21**	**25**	**18**	**22**	**17**	**217**	**100**

TOTAL PROPERTY CRIMES | 90-Day / Year-Over-Year

PROPERTY CRIMES	MAR 2025	MAR 2026	APR 2025	APR 2026	MAY 2025	MAY 2026	YTD-2025	YTD-2026
Residential Burglary	1	2	4	2	2	1	34	13
Commercial Burglary	6	6	4	2	3	4	58	16
Vehicle Theft	9	2	4	5	2	8	85	25
Residential Theft	26	17	21	15	19	24	246	93
Commercial Theft	37	45	43	49	50	31	471	193
Total Property Crimes	**79**	**72**	**76**	**73**	**76**	**68**	**894**	**340**

CALLS FOR SERVICE 90-Day / Year-Over-Year

CALL NATURE	MAR 2025	MAR 2026	APR 2025	APR 2026	MAY 2025	MAY 2026	YTD-2025	YTD-2026
Mail Theft	8	5	12	1	4	2	90	15
Total Calls	**2,138**	**2,734**	**2,271**	**2,538**	**2,184**	**2,204**	**26,833**	**12,028**

TOTAL ARRESTS

CHARGE LEVEL	MAR 2025	MAR 2026	APR 2025	APR 2026	MAY 2025	MAY 2026	YTD-2025	YTD-2026
Felony Arrests	16	28	17	20	17	11	**165**	**80**
Misdemeanor Arrests	26	31	24	32	33	18	**373**	**133**
Total Arrests	**42**	**59**	**41**	**52**	**50**	**29**	**538**	**213**

TOTAL ARRESTS

CHARGE LEVEL	MAR 2025	MAR 2026	APR 2025	APR 2026	MAY 2025	MAY 2026	YTD-2025	YTD-2026
Adult Arrests	42	59	41	52	50	29	**536**	**213**
Juvenile Arrests	0	0	0	0	0	0	**2**	**0**
Total Arrests	**42**	**59**	**41**	**52**	**50**	**29**	**538**	**213**

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

CITY OF EASTVALE

Crime Data & Statistics
CY-2026

TOTAL PART I CRIMES													
PART I CRIMES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Homicide	0	1	0	0	0	0	0	0	0	0	0	0	**1**
Arson	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Aggravated Assault	14	23	18	17	12	0	0	0	0	0	0	0	**84**
Residential Burglary	1	7	2	2	1	0	0	0	0	0	0	0	**13**
Commercial Burglary	4	0	6	2	4	0	0	0	0	0	0	0	**16**
Residential Theft	18	19	17	15	24	0	0	0	0	0	0	0	**93**
Commercial Theft	33	35	45	49	31	0	0	0	0	0	0	0	**193**
Rape	1	2	0	0	3	0	0	0	0	0	0	0	**6**
Robbery	2	1	3	1	2	0	0	0	0	0	0	0	**9**
Vehicle Theft	5	5	2	5	8	0	0	0	0	0	0	0	**25**
Total Crime	**78**	**93**	**93**	**91**	**85**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**440**

TOTAL VIOLENT CRIMES													
PART I CRIME	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Homicide	0	1	0	0	0	0	0	0	0	0	0	0	**1**
Rape	1	2	0	0	3	0	0	0	0	0	0	0	**6**
Robbery	2	1	3	1	2	0	0	0	0	0	0	0	**9**
Aggravated Assault	14	23	18	17	12	0	0	0	0	0	0	0	**84**
Arson	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Total Crime	**17**	**27**	**21**	**18**	**17**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**100**

TOTAL PROPERTY CRIMES													
PROPERTY CRIMES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Residential Burglary	1	7	2	2	1	0	0	0	0	0	0	0	**13**
Commercial Burglary	4	0	6	2	4	0	0	0	0	0	0	0	**16**
Vehicle Theft	5	5	2	5	8	0	0	0	0	0	0	0	**25**
Residential Theft	18	19	17	15	24	0	0	0	0	0	0	0	**93**
Commercial Theft	33	35	45	49	31	0	0	0	0	0	0	0	**193**
Total Crime	**61**	**66**	**72**	**73**	**68**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**340**

TOTAL CALLS FOR SERVICE													
CALL NATURE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Mail Thefts	3	4	5	1	2	0	0	0	0	0	0	0	**15**
Total Calls	**2,406**	**2,146**	**2,734**	**2,538**	**2,204**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**12,028**

TOTAL ARRESTS													
CHARGE LEVEL	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Felony Arrests	15	6	28	20	11	0	0	0	0	0	0	0	**80**
Misdemeanor	19	33	31	32	18	0	0	0	0	0	0	0	**133**
Total Arrests	**34**	**39**	**59**	**52**	**29**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**213**

TOTAL ARRESTS													
CHARGE LEVEL	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Adult Arrests	34	39	59	52	29	0	0	0	0	0	0	0	**213**
Juvenile Arrests	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Total Arrests	**34**	**39**	**59**	**52**	**29**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**213**

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

CITY OF EASTVALE

Traffic Enforcement Statistics
CY-2026

TOTAL TRAFFIC COLLISIONS													
TRAFFIC COLLISIONS	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**YTD**
T/C – No Injury	38	32	42	51	41	0	0	0	0	0	0	0	**204**
T/C – w/ Injury	8	6	9	7	8	0	0	0	0	0	0	0	**38**
T/C – Fatality	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Hit & Run – No Injury	9	7	13	9	9	0	0	0	0	0	0	0	**47**
Hit & Run – w/ Injury	0	0	1	0	0	0	0	0	0	0	0	0	**1**
Total Collisions	**55**	**45**	**65**	**67**	**58**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**290**

TOTAL TRAFFIC CITATIONS													
TRAFFIC CITATIONS	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**YTD**
Parking	236	147	233	263	208	0	0	0	0	0	0	0	**1,087**
Traffic / Moving	162	105	164	122	84	0	0	0	0	0	0	0	**637**
Commercial	147	111	112	103	87	0	0	0	0	0	0	0	**560**
Total Citations	**545**	**363**	**509**	**488**	**379**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**2,284**

TRAFFIC ENFORCEMENT ACTIVITY													
TRAFFIC INCIDENTS	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**YTD**
DUI (Arrests/Cites)	1	3	5	4	2	0	0	0	0	0	0	0	**15**
Street Racing (VC 23103)	15	20	25	25	11	0	0	0	0	0	0	0	**96**

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

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CONSENT CALENDAR
Agenda Item No. 11.7
August 12, 2026

Solid Waste Cost and Property Use Charge Study

Prepared By:

Simone Blackwell, Environmental Compliance Analyst

Recommended Action(s)

Staff recommends that the City Council receive and file the Solid Waste Cost and Property Use Charge Study.

Summary

Waste Management (WM) pays the City a quarterly franchise fee equal to 12.5% of its monthly gross receipts. The fees are intended to support the City's costs for administering and enforcing the franchise agreement, compensate for the use of the public right-of-way, and address impacts to City infrastructure, including pavement wear caused by solid waste collection vehicles.

The City retained R3 Consulting Group, Inc. (R3) to analyze the franchise fees paid by WM in comparison to the City's costs, property use charges, and pavement impacts. R3 based its analysis on fiscal year 2025-26 data.

The estimated franchise fees paid by WM for FY 2025-26 are $1,810,868, in addition to $141,000 in SB 1383 and AB 939 fees, for total estimated fee payments of $1,951,868. The study calculated the City's costs and property use charges at $2,125,610, which is $173,742 (9%) higher than the estimated FY 2025-26 franchise fee payments.

Based on the analysis, the current franchise fees do not exceed the City's calculated costs and property use charges.

Background

On October 28, 2020, the City of Eastvale entered into an exclusive franchise agreement with WM for solid waste collection services. The agreement commenced on July 1, 2022, and will remain in effect through June 30, 2042. Pursuant to Section 2.06.2 of the agreement, WM pays the City a quarterly franchise fee equal to 12.5% of its monthly gross receipts. Payments are due on April 30, July 30, October 30, and January 30.

The fees are intended to support City's costs for administering and enforcing the franchise agreement, compensate for the use of the public right-of-way, and address impacts to City infrastructure, including pavement wear caused by solid waste collection vehicles.

To ensure these costs are accurately identified and quantified, the City hired R3 Consulting Group, Inc. (R3) to review, analyze, and calculate the annual cost amounts. The study findings are detailed below. For the purposes of their review, all calculated amounts in the study are in fiscal year 2025-26.

City Costs

R3 evaluated the City's annual costs associated with administering and supporting the solid waste franchise, including program management, regulatory compliance, enforcement, customer service, operations, and allocated overhead. The analysis considered staffing, contracted services, supplies, operations and maintenance, and other indirect support costs. Based on this evaluation, R3 determined the City's total annual staffing and operating costs are $752,470.

Property Use Charges

R3 evaluated the value of the Contractor's use of the public right-of-way for the placement and collection of solid waste containers. The analysis considered the number of service accounts, the area occupied by collection containers, the duration of use, and the market value of the public right-of-way. Based on this evaluation, R3 calculated an annual Property Use Charge of $1,373,140.

Pavement Impacts

R3 evaluated the impact of solid waste collection vehicles on City streets by analyzing pavement repair, maintenance, rehabilitation, and projected capital improvement costs. The analysis accounted for the disproportionate wear caused by the heavy loads and slow speeds of collection vehicles. Based on this evaluation, R3 calculated annual pavement impact costs of $716,037, for which the City is not currently compensated.

Conclusion

R3 concluded that the City's total annual costs and Property Use Charge exceed the fees currently paid under the franchise agreement. Additionally, the report quantifies pavement impacts; however, these impacts are not considered to be funded by the franchise fees and are included for informational purposes only.

The estimated franchise fees and AB939/SB1383 fees for FY 2025-26 total approximately $1,951,868. The City’s FY 2025-26 costs and property use charges calculated in this study total $2,125,610 which is $173,742 (9%) higher than the estimated FY 2025-26 Fee payments.

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 associated with receiving and filing this report. Costs related to the preparation of this report were funded through the Fiscal Year 2025-26 budget.

Prior City Council/Commission Action

There is no prior Commission or City Council action.

Attachment(s)

Attachment 1 - R3 Solid Waste Cost and Property Use Charge Study Summary Summary
Attachment 2 - R3 Solid Waste Cost and Property Use Charge Study

To:	Mark Orme, City Manager, City of Eastvale
From:	Garth Schultz, Principal, R3 Consulting Group Nikki Burke, Senior Managing Consultant, R3 Consulting Group
Date:	June 22, 2026
Subject:	**Solid Waste Cost and Property Use Charge Study**

Background & Purpose

Per the Collection Services Agreement for the Provision of Residential and Commercial Garbage, Recyclable Materials and Organic Waste Collection, Recycling, and Disposal Services (Agreement) between the City of Eastvale (City) and USA Waste California, Inc. (Contractor) under which the Contractor has the exclusive right to provide the City with solid waste collection and the other services, the Contractor pays annual fees (Fees) to the City.

The Fees are intended to pay the costs incurred by the City in managing, administering, enforcing, and supplementing the services provided in the Agreement (City's Costs), as well as the charge for the use of the public right-of-way for the special and lasting access to use it for set-out and collection of solid waste containers (Property Use Charge). The City also incurs – but does not presently recovery – costs related to wear and tear to City street pavement caused by Contractor's vehicles during the course of providing solid waste collection services (Pavement Impacts). R3 Consulting Group, Inc. (R3) was engaged to review, analyze, and quantify the annual amounts of these costs.

Methodology and Findings

R3 reviewed and analyzed information provided by the City, as well as information obtained via research and analysis, to calculate the annual amounts for the City's provision of solid waste collection services, a property use charge for use of the public right-of-way, and the costs for wear and tear to City street pavement caused by Contractor's vehicles. All calculated amounts in this Study are in Fiscal Year (FY) 2025-26 dollars.

City's Costs

The annual costs for management, administration, regulatory compliance and enforcement, solid waste collection and clean-up, and other obligations associated with the Contractor's Agreement and the sanitation system include: staffing salary and benefits, contracted services, operations and maintenance, supplies, and overhead for distributed costs including but not limited to property, utilities, insurance, human resources, payroll administration, accounts payable and receivable, and other finance functions.

Staffing costs are calculated based on estimated time allocations (drawn from historical experience and the assessment of current City employees) and other costs are calculated based on estimated share allocations associated with the sanitation system, with distributed overhead applied to both.

- The calculation results are $610,349 in staffing costs and $142,120 in other costs, for annual City's Costs totaling **$752,470.**

Property Use Charges

The annual charge to the Contractor for use of government property in the public right-of-way is calculated as a function of estimates for the number of solid waste accounts setting out solid waste collection containers in the right-of-way, the set-out area used, the amount of time it is used, and the market value for the per square foot use of the public right-of-way.

- The calculation result for the use of the public right-of-way is an annual total Property Use Charge of **$1,373,140.**

Pavement Impacts

The annualized costs for pavement repair, maintenance, and rehabilitation are calculated based on the proportionate impact to pavement from solid waste collection vehicles compared to other sources of impacts. This calculation accounts for annual repair costs, five-year projections for capital improvement costs, and five-year projections for growth in deferred maintenance. The calculation also accounts for the high loading and slow speed impacts on pavement associated with solid waste collection vehicles.

- The calculation result for the proportionate Pavement Impacts caused by Contractor's solid waste collection vehicles while providing sanitation service is an annualized cost of **$716,037**. The City is not compensated for Pavement Impacts at this time.

Conclusions

The FY 2024-25 Franchise Fees paid by the Contractor to the City were $1,741,219 plus AB 939 and SB 1383 fees of $135,200 (for total Fees of $1,876,419 in FY 2024-25) and the estimated Franchise Fees for FY 2025-26 are $1,810,868 plus $141,000 (for total Fees of $1,951,868 in FY 2025-26).

The sum of FY 2025-26 annual City's Costs and Property Use Charges calculated in this Study is $2,125,610 which is $173,742 (9%) higher than the estimated FY 2025-26 Fee payments. The Fees, therefore, are not more than the sum of the City's Costs and Property Use Charges.

R3 CONSULTING GROUP, INC.
RESOURCES · RESPECT · RESPONSIBILITY

June 22, 2026

Mr. Mark Orme, ICMA-CM
City Manager
City of Eastvale
submitted via email: morme@eastvaleca.gov

SUBJECT: Solid Waste Cost and Property Use Charge Study – R3 Report

Dear Mr. Orme,

R3 Consulting Group, Inc. is pleased to submit the attached Solid Waste Costs and Property Use Charge Study (Study) to the City of Eastvale (City). This Report presents our analytical methodology, results and findings, and recommendations regarding the solid waste service costs incurred by the City and the fees paid by the City's contracted solid waste collection service provider, USA Waste California, Inc. (Contractor), per the Collection Services Agreement for the Provision of Residential and Commercial Garbage, Recyclable Materials and Organic Waste Collection, Recycling, and Disposal Services (Agreement) between the City and the Contractor.

The purpose of this Study was to comprehensively analyze and calculate the following:

- **City's Costs:** The annual costs to the City for performing its management, administration, regulatory compliance and enforcement, solid waste collection and clean-up, and other obligations associated with the Contractor's Agreement and the sanitation system.
- **Property Use Charges:** The annual use charge to the Contractor for its special and lasting access to use public right-of-way for placement of solid waste containers and collection of the solid waste contents.
- **Pavement Impacts:** The annualized costs for pavement repair, maintenance, and rehabilitation resulting from the unique impacts to City street pavement caused by the Contractor's solid waste collection vehicles during the course of providing sanitation service.

We compared the calculated values for each component to the annual fees paid by the Contractor to the City per the Agreement (Fees). We found that the City's current and projected Fees are less than the sum of the City's Costs and government Property Use Charges calculated in this Study. Based on these results, we conclude that the City's Fee amount is not more than necessary to cover the City's costs in managing and administering the Agreement and the sanitation system plus the value of the Contractor's use of the public right-of-way.

We appreciate the opportunity to be of service to the City. If you have any questions regarding this Report or need additional information, please contact us.

Sincerely,

Garth Schultz | *Principal*
R3 Consulting Group, Inc.
510.292.0853 | gschultz@r3cgi.com

Nikki Burke | *Senior Managing Consultant*
R3 Consulting Group, Inc.
707.480.9384 | nburke@r3cgi.com

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1. EXECUTIVE SUMMARY

Background & Purpose

The Collection Services Agreement for the Provision of Residential and Commercial Garbage, Recyclable Materials and Organic Waste Collection, Recycling, and Disposal Services (Agreement) between the City of Eastvale (City) and USA Waste California, Inc. (Contractor) provides the Contractor with the exclusive right to provide critical aspects of the City's sanitation system, including solid waste collection and the other services and programs included in the Agreement. The Agreement specifies that the Contractor will charge solid waste service subscribers, with the Contractor billing and collecting revenues from subscribers and the City authorizing the maximum rates that the Contractor may charge pursuant to the rate adjustment methodology included in the Agreement.

Per the Agreement, the Contractor pays annual fees (Fees) to the City. For the purposes of this Solid Waste Costs and Property Use Charge Study (Study), the Fees are intended to pay the costs incurred by the City in managing, administering, enforcing, and supplementing the services provided in the Agreement, as well as the charge for the use of the public right-of-way for the special and lasting access to use it for set-out and collection of solid waste containers.

The City incurs costs for providing solid waste collection services (City's Costs) and also incurs costs for wear and tear to City street pavement caused by Contractor's vehicles during the course of providing solid waste collection services (Pavement Impacts). R3 Consulting Group, Inc. (R3) was engaged to review, analyze, and quantify the annual amounts of these costs. R3 was also engaged to review, analyze, and quantify the annual amount of a reasonable property use charge for the use of the public right-of-way for the special and lasting access to use it for setout and collection of solid waste containers (Property Use Charge). This Report summarizes R3's methodology, analysis, and findings regarding the City's costs and property use charge amounts.

Methodology and Findings

R3 reviewed and analyzed information provided by the City pertaining to the City Costs, Pavement Impacts, and a Property Use Charge. R3 used the information provided by the City, as well as information obtained via research and analysis, to calculate the annual amounts for the City's provision of solid waste collection services, a property use charge for use of the public right-of-way, and the costs for wear and tear to City street pavement caused by Contractor's vehicles. All calculated amounts in this Study are in the current Fiscal Year (FY) 2025-26 dollars.

City's Costs

The annual costs for management, administration, regulatory compliance and enforcement, solid waste collection and clean-up, and other obligations associated with the Contractor's Agreement and the sanitation system include: staffing salary and benefits, contracted services, operations and maintenance, supplies, and overhead for distributed costs including but not limited to property, utilities, insurance, human resources, payroll administration, accounts payable and receivable, and other finance functions.

Staffing costs are calculated based on estimated time allocations (drawn from historical experience and the assessment of current City employees) and other costs are calculated based on estimated share allocations associated with the sanitation system, with distributed overhead applied to both.

- The calculation results are $610,349 in staffing costs and $142,120 in other costs, for annual City's Costs totaling **$752,470.**

Property Use Charges

The annual charge to the Contractor for use of government property in the public right-of-way is calculated as a function of estimates for the number of solid waste accounts setting out solid waste collection containers in the right-of-way, the set-out area used, the amount of time it is used, and the market value for the per square foot use of the public right-of-way.

- The calculation result for the use of the public right-of-way is an annual total Property Use Charge of **$1,373,140.**

Pavement Impacts

The annualized costs for pavement repair, maintenance, and rehabilitation are calculated based on the proportionate impact to pavement from solid waste collection vehicles compared to other sources of impacts. This calculation accounts for annual repair costs, five-year projections for capital improvement costs, and five-year projections for growth in deferred maintenance. The calculation also accounts for the high loading and slow speed impacts on pavement associated with solid waste collection vehicles.

- The calculation result for the proportionate Pavement Impacts caused by Contractor's solid waste collection vehicles during the course of providing sanitation service is an annualized cost of **$716,037**. However, we do not recommend including Pavement Impacts in the overall calculation related to City's costs at this time.

Conclusions

The FY 2024-25 Fees paid by the Contractor to the City were $1,741,219 plus AB 939 and SB 1383 fees of $135,200 and the estimated Fees for FY 2025-26 are $1,810,868 plus $141,000 for total Fees of $1,876,419 in FY 2024-25 and $1,951,868 in FY 2025-26.

The sum of FY 2025-26 annual City's Costs and Property Use Charges calculated in this Study is $2,125,610 which is $173,742 (9%) higher than the estimated FY 2025-26 Fee payments. The Fee is, therefore, not more than the sum of the City's Costs and Property Use Charges.

Limitations

This Study relies on information provided by the City and the Contractor, which we have reviewed and analyzed for reasonableness and accuracy but did not independently audit or verify.

It was necessary to estimate certain values for information that the City did not have, and for which reasonable ranges are known to exist. When it was necessary to establish estimates or assumptions for those values, R3 relied on decades of professional experience working with dozens of local government agencies in California on solid waste utility and other local government public administration matters. Because changes to estimates and other underlying assumptions could change calculations, R3's approach to this Study was to establish reasonable estimates and assumptions such that changes to them would minimize the potential for different ultimate findings. We have reviewed estimates and assumptions with City staff and legal counsel and have mutual concurrence on applicability and reasonableness of estimated and assumed values in this Study.

2. METHODOLOGY & CALCULATIONS

City's Costs

Methodology

R3 reviewed and analyzed information provided by the City pertaining to the General Fund costs incurred for management, administration, regulatory compliance and enforcement, solid waste collection and clean-up, and other obligations associated with the Contractor's Agreement and the sanitation system.

These costs include and may not be limited to:

- Staffing costs, including salaries and benefits.
- Contracted services.
- Capital and equipment operations and maintenance.
- Supplies and materials.
- Overhead for distributed costs such as property, utilities, insurance, human resources, payroll administration, accounts payable and receivable, and other finance functions.

Using the total annual salary, benefits, and other cost information provided by the City, we estimated the proportion of costs associated with management and administration of the Agreement and the sanitation system. We then calculated the proportionate totals and categorized them by the functions listed in the sections below.

Variables, Estimates and Assumptions

Staffing Costs

Variables associated with salaries and benefits include the allocation of time that positions are dedicated to management and administration of the Agreement and the sanitation system (including time supervising others with primary responsibility for these duties), the amount by which funding of salaries and benefits is paid by the General Fund, and the applicable amount of General Fund overhead.

The estimated time allocation to Solid Waste Related Activities (excluding time allocated to pavement maintenance) by position category used in this Study is shown in **Table 1**, below and on the following page, along with the explanation for the allocation values.

Table 1: Allocations of Staffing Time by Position

Positions	Time Allocation	Full-time Employees
Senior Environmental Compliance Analyst	100.0%	1
Community Safety Director	25.0%	1
Administrative Specialist - Community Safety	20.0%	1
Street & Operational Maintenance Workers	15.0%	4
Code Enforcement, Indirect Mgmt. & Maint. Support	10.0%	9
Engineering Technician	7.5%	1
Indirect Management & Facilities Maintenance	5.0%	9.5
Indirect Management	2.0%	7

R3 verified with City staff that the salaries and benefits included in this Study are paid by the General Fund – any non-General Fund portions of positions included in Table 1 have been excluded from the calculations. A General Fund overhead rate of 7.6% (calculated using the City's FY 2025-26 Cost Allocation Plan) is also applied to the total allocated costs.

Other Costs

Variables associated with the City's other (i.e., non-salary and benefit) costs include the proportionate allocation of those costs that are for management and administration of the Agreement and the sanitation system, the amount by which these costs are paid by the General Fund, and the applicable amount of General Fund overhead.

The estimated cost allocation to Solid Waste Related Activities by cost category of "Other Costs" used in this Study is shown in **Table 2**, below, along with the explanation for the allocation values.

Table 2: Allocations of Other Costs by Category

Cost Category	Cost Allocation	Explanation
Costs for managing the City's solid waste and recycling utility (e.g., rate setting, contract management, etc.)	100%	Western Riverside Council of Governments Solid Waste Dues
Direct costs for tree trimming activities	80%	Staff providing clearance for large vehicle access to the curb.
Direct catch basin waste removal costs funded by General Fund (contractors, vactor truck, etc.).	80%	Contract with SCA for the cleaning of catch basins.
Direct illegal dumping costs funded by General Fund.	100%	Staff time for traffic control at clean up events; MCE Contract
SB1383 Compliance	100%	Enforcement costs associated with complying with state law.

R3 verified with City staff that the other costs included in this Study are paid by the General Fund – any non-General Fund portions of these costs as included in Table 2 have been excluded from the calculations. The General Fund overhead rate of 7.6% is also applied to the total allocated costs.

Analysis

Direct Management and Administration

This category includes City staffing costs for direct management and administration of the Agreement and the sanitation system and associated responsibilities, as well as the Western Riverside Council of Governments Solid Waste Dues. Annual allocated costs in this category are **$275,418.**

Indirect Management and Administration

This category includes City staffing costs for indirect management and administration, including supervision of those responsible for direct management and administration of the Agreement and the sanitation system and associated responsibilities. Annual allocated costs in this category are **$177,598.**

Municipal Code Enforcement

The City's Code Enforcement Staff are responsible for enforcement of the City Municipal Code as it relates to waste collection. This category includes City staffing costs for waste-related code enforcement only. The annual calculated total in this category is **$61,562.**

Tree Trimming for Vehicle Access to Public Right-of-Way

This category includes City staff costs and other costs for trimming of the City's street trees to provide safe clearance for collection vehicles to collect solid waste from the public right-of-way. The annual calculated total in this category is **$47,334**.

Catch Basin Waste Removal

The category includes the City's contract for waste removal from City catch basins, specifically the portion of this contract related to waste services. The annual calculated total in this category is **$52,815.**

Illegal Dumping Clean-up

The category includes the City's contract for clean-up of solid waste materials that are illegally dumped throughout the City. The annual calculated total in this category is **$52,542.**

Maintenance

The City's Public Works maintenance crews also maintain City streets as part of their normal activities. The majority of this time is related to asphalt and pothole repair, which is included below in Pavement Impacts, but a portion is related to waste clean-up. The annual calculated total in this category is **$84,902.**

SB1383 Compliance, Implementation & Enforcement

The majority of this work is completed by the Contractor. Of the City's costs in this category, the majority are funded by CalRecycle grants, the remaining amount is included here. The annual calculated total in this category is **$299.**

Annual Total of City's Costs

Table 3, below and on the following page, shows the total of the City's Costs for management and administration of the Agreement and the sanitation system as calculated in this Study, by category.

Table 3: City's Annual Costs by Category and in Total

Category	Staffing Costs	Other Costs	Total
Direct Management & Administration	$ 270,816	$ 4,602	**$ 275,418**
Indirect Management & Administration	177,598	-	**177,598**
Municipal Code Enforcement	61,562	-	**61,562**
Tree Trimming	15,471	31,863	**47,334**
Catch Basin Waste Removal	-	52,815	**52,815**

Category	Staffing Costs	Other Costs	Total
Illegal Dumping Response, Clean-up, Mitigation, & Prevention	-	52,542	**52,542**
Maintenance (excluding pavement maintenance & pot hole repair)	84,902	-	**84,902**
CalRecycle & SB 1383 Compliance, Implementation & Enforcement	-	299	**299**
Total Annual City's Costs	**$ 610,349**	**$ 142,120**	**$ 752,470**

Property Use Charges

Methodology

R3 reviewed and analyzed information provided by the City and the Contractor pertaining to Property Use Charges for Contractor's use of the public right-of-way for collection of solid waste collection containers. R3 then calculated the annual Property Use Charges based on:

- The setout area used for collection of solid waste containers (in square feet).
- The amount of time that the area is used.
- The market value for use of the public right-of-way (in dollars per square foot).
- The number of solid waste subscribers setting out collection containers in the public right-of-way.

Using these values, we calculated the market value for the Contractor's use of government property in the City.

Variables, Estimates, and Assumptions

Setout Area

Standard residential solid waste collection setouts include three solid waste collection containers, usually carts with wheels and lids, with one each for garbage, recycling, and organics waste streams. Per Contractor's online guidelines for single family residential setouts,[1] the setout area needed for placement of these containers is inclusive of the width of each container (two feet) as well as required space between the containers (three – four feet) and other objects such as cars. The set-out area also takes up available parking space and is, thus, assumed to extend six feet out from the curb. Taken altogether, the area for residential setouts is calculated as three containers that are each two feet wide, plus three feet between each container and other objects (which this Study assumes applies only to one side of the setout area given that the other side is anticipated to be adjacent to a driveway). The resultant total area

[1] https://www.usarecycle.com/support/faqs#:~:text=When%20should%20I%20put%20out,trees%2C%20cars%20and%20recycling%20bins

is 15 feet wide (3+2+3+2+3+2) times six feet in depth for 90 square feet of setout area per serviced single family residential property.[2]

The amount of area used for commercial setouts (in this Study, use of the term commercial also always includes multi-family) can vary widely, as there is no standard commercial subscription size profile – each commercial solid waste subscriber can select from a range of container sizes, with most of them being larger than the containers used in residential areas. Given this complexity, this Study assumes that the average commercial setout area is twice that of the residential setout area, for 180 square feet. This estimate is likely lower than the average setout area needed in commercial areas and is, therefore, conservative.

Setout Time Usage

Standard residential solid waste collection is performed once weekly. Most residential containers are set out the evening prior to collection and are removed from the public right-of-way the following afternoon. Thus, for the purposes of this Study, we assume that collection containers are in the public right-of-way for an average of 18 hours per day, one day per week, which amounts to approximately 10.71% of time (18 hours divided by 24 per day divided by 7 days per week).

Commercial solid waste subscription setout times can vary widely – just as there is no standard commercial subscription size profile, likewise there is no standard collection frequency. Commercial solid waste subscribers can select collection frequency between once and six times per week, and with different frequencies for different waste streams. Given this complexity, this Study assumes that the average commercial collection frequently is twice weekly, for 21.42% of the time. As with the setout area, this estimate is likely lower than the average commercial collection frequency and is, therefore, conservative.

Market Value for Use of Public Right-of-Way

To establish the market value for use of the public right-of-way, R3 conducted an online survey of recent purchases of bare land in the City and locally in Riverside County. R3 sampled twenty recent sales of bare land in the City, which were sold for an average of $14.76 per square foot.

To that value, R3 added the per square foot value of the City's street pavement, which is calculated as a function of the total replacement value of the City's streets ($250,000,000) divided by the area of the streets in square feet (27,725,148) as provided by the City and calculated based on information from the 2024 Citywide Pavement Condition Assessment and PMS Reporting (PMS Report). The resultant value of street improvements is $9.02 per square foot, which, when added to the $14.76 average market value of bare land, yields $23.78 per square foot. This value is then divided by a rental realization rate of 2.79, for a total annual per square foot use charge for the public right-of-way of $8.51.

The City's General Fund overhead rate of 7.6% (for the distributed costs such as property, utilities, insurance, human resources, payroll administration, accounts payable and receivable, and other finance functions) is also applied for a total resulting value per square foot of $9.15. R3 believes this value to be conservative – other methodologies that could have been applied and would have resulted in a higher estimated market value for the use of the public right-of-way. For example, had this Study used "parklet rental fee" charges established in other California communities, with an approximate average annual per square foot value of $15.00 per square foot, the results from this Study would be higher than estimated herein.

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[2] R3 used USA Waste's setout guidelines for the purposes of this Study because those guidelines specify the conditions of service expected by the Contractor for efficient and safe operations. R3 has used other setout assumptions in other similar studies when specific guidelines from the solid waste collection operator are not known.

Number of Subscriptions Setting Out Containers

The Contractor reports that there are 17,232, residential and 254 commercial solid waste service subscribers in the City. However, not all subscribers set out their containers in the public right-of-way for collection all the time. To account for non-setouts (either because subscribers don't have waste materials to set out or because they receive on-premises service) we assume that 90% of residential solid waste subscribers set out containers on a regular basis, for a resulting total of 15,509 residential setouts. This 90% assumption is informed by R3's work overseeing solid waste collection operations for local governments throughout California; from that experience, R3 confirms that almost all residential solid waste customers set out their solid waste containers for collection each week (with the exceptions being when residents are on vacation or generate exceptionally low amounts of waste). The City's Contractor provides weekly collection of solid waste containers to all residents.

It is also understood that most commercial subscribers do not set out containers in the public right-of-way, and therefore we conservatively assume that only 5% of commercial subscribers set out containers on a regular basis, for a resulting total of 13 commercial setouts. The assumed 5% set-out rate for commercial customers is certainly low – were one to take field observations for these values, we believe that the actual rates of set-out would be higher than used for the purposes of this Study. However, we use the 5% set-out assumption for commercial subscribers in this Study as data regarding use of the public right-of-way by commercial subscribers in the City is not available.

Analysis and Total Annual Property Use Charges

Calculating the total annual Property Use Charges using the variables, estimates, and assumptions from the prior section is a function of multiplication, as shown in **Table 4**, below.

Table 4: Calculation of Total Annual Property Use Charges

Variable Category	Residential	Commercial	Grand Total Annual Property Use Charge
Setout Area	90 SF	180 SF	
Setout Time Usage	10.71%	21.42%	
Annual Use Charge	$9.15 per SF	$9.15 per SF	
Number of Setouts	15,509	13	
Total Annual Property Use Charges	**$1,368,657**	**$4,483**	**$1,373,140**

Pavement Impacts

Methodology

R3 reviewed and analyzed information provided by the City pertaining to Pavement Impacts from the Contractor's solid waste collection vehicles. We then calculated estimates of the proportionate share of the average annual pavement repair, maintenance, and rehabilitation costs associated with solid waste collection vehicles based on the proportionate impact to pavement from solid waste collection vehicle compared to other sources of impacts.

The calculation accounts for the City's annual repair costs, five-year projections for capital improvement costs, and five-year projections for annualized growth in deferred maintenance. The calculation also accounts for the high loading and slow speed impacts on pavement associated with solid waste collection vehicles.

The calculation proportionately allocates the average annual pavement management costs to solid waste vehicles based on:

- The equivalent single-axle load and proportionate impacts from speed for those vehicles compared to other vehicles.
- The number of vehicle trips on City streets.
- The proportion of vehicle trips that are made by trucks versus automobiles.[3]

Variables, Estimates, and Assumptions

The weight, loading, slow speed, and frequent stops that characterize solid waste collection vehicle operations impose unique and quantifiable impacts on the City's street pavement. It is important to understand that, while calculation of vehicle impacts to pavement can be precise for individual vehicles, out of necessity we made certain assumptions about overall blended pavement impacts associated with several categories of vehicle types for the purposes of this Study. We sought to calculate estimated impacts to all street pavement in the City, covering all vehicle uses, and precise traffic information at that scale is not currently available. Thus, we make informed assumptions regarding several variables necessary for this Study.

For each of these variables, there is a range of potentially reasonable values that may be used. We have selected values at the low end of the range to present findings that conservatively calculate estimated values of the pavement impacts associated with the Contractor's solid waste collection vehicles during the course of providing sanitation service. Assumptions used are described in the following subsections, which reference sources supporting the summary provided here. Changes in assumptions may result in material changes in calculation results and findings.

Factors Impacting Pavement Conditions

Street pavement repair, maintenance, and rehabilitation needs and their resulting costs are affected by several factors, including vehicle usage and utility cuts (for maintenance and repairs to underground utilities). Environmental conditions such as light and water also contribute to pavement repair, maintenance, and rehabilitation needs in combination with the primary impacts from vehicles and trench cuts, and are thus not separately accounted for. This Study focuses solely on the impacts to street pavement from vehicles, and the proportion of those impacts that are attributable to the Contractor's solid waste collection vehicles as they perform sanitation service.

City's Costs for Pavement Repair, Maintenance and Rehabilitation

This Study accounts for the City's annual staffing and General Fund "Maintenance of Effort" expenses on City Streets of $1,129,225 plus Pavement Management Capital Improvement Spending of $5,090,000 annually. The General Fund overhead rate of 7.6% is also applied to the Maintenance of Effort amount, for a total annual cost for pavement repair, maintenance and rehabilitation of $6,304,628 used in this Study.

City's Costs Related To Deferred Maintenance

The City regularly projects its costs for repair, maintenance, and rehabilitation of pavement resulting from degradation due to use. These projections, and the basis for them, are documented in the City's PMS Report and back up. Per the PMS Report back up as provided by City staff, deferred pavement

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[3] *Our analysis accounts for the distribution of vehicles among the 13 Federal Highway Administration vehicle classifications, which include passenger cars, SUVs/pick-ups, buses, and multiple truck and truck/trailer axle combinations.*

maintenance on the City's streets[4] (which is the result of degrading pavement conditions associated with the impacts of vehicles and that is not funded for repair during the planning term) is projected to increase by $2,580,000 annually between 2026 and 2030.[5]

Deferred maintenance is the result of impacts to pavement that should be subject to repair or rehabilitation, but for which such repair or rehabilitation is not planned due to funding constraints. Though repair or rehabilitation of the deferred maintenance impact is not planned, the pavement condition is impacted, in part due to solid waste collection vehicles, and the City must address the deferred maintenance eventually. If deferred maintenance were never to be funded and addressed via repair and rehabilitation, pavement conditions would degrade to the point of being unnavigable by vehicles.

Axle Loading

Our methodology for calculating the proportionate amount of pavement maintenance, and rehabilitation impacts for the Contractor's vehicles is grounded in the fact that all vehicles, including solid waste collection vehicles, degrade pavement during use. Measurement of that impact – also known as "vehicle loading" – can be estimated, quantified, and expressed as an Equivalent Single Axle Load (ESAL), which is a function of the vehicle's weight and the distribution of that weight over the vehicle's axles.

It is important to note that heavier vehicles (including solid waste vehicles) have more impacts on pavement and have a higher vehicle loading ESAL value. It is also important to note that ESAL values are associated with vehicle loading only, and not the speed of the vehicle; it is therefore assumed that relative ESAL values between vehicle types are based on vehicles travelling at the same rate of speed. For this analysis, R3 used the vehicle categories and average ESAL values shown in **Table 5**, below. Table 5 explains and cites supporting information for how the ESAL for each vehicle type was determined. It should be noted that solid waste collection vehicles are much heavier than most other typical vehicles on City roadways.

Table 5: ESAL Value Assumptions by Vehicle Type

Vehicle Type	ESAL Value	Source
Automobiles (Passenger Cars)	0.0008	AASHTO (American Association of State Highway and Transportation Officials) Design Guide with ESALs by Vehicle Type
Average of All Other Trucks[6]	0.1397	Calculated Value Using AASHTO Design Guide with ESALs by Vehicle Type, Federal Highway Administration ESALs by Vehicle Type, Comparative Traffic Counts
Solid Waste Vehicle (Garbage)	1.0000	Calculated Values by Type Using Example Axle Weights and AASHTO Axle Load Equivalency Factors
Solid Waste Vehicle (Organics)	1.0000	
Solid Waste Vehicle (Recycling)	0.7500	

[4] *Deferred maintenance is planned maintenance that gets delayed and backlogged because of a lack of funding. Deferred maintenance costs remain on the books until they are funded and the work is completed and recategorized in the City's PMS Report.*

[5] *Our analysis assumes funding based on the City's budgeted pavement maintenance costs as presented in the PMS Report Scenario 3.*

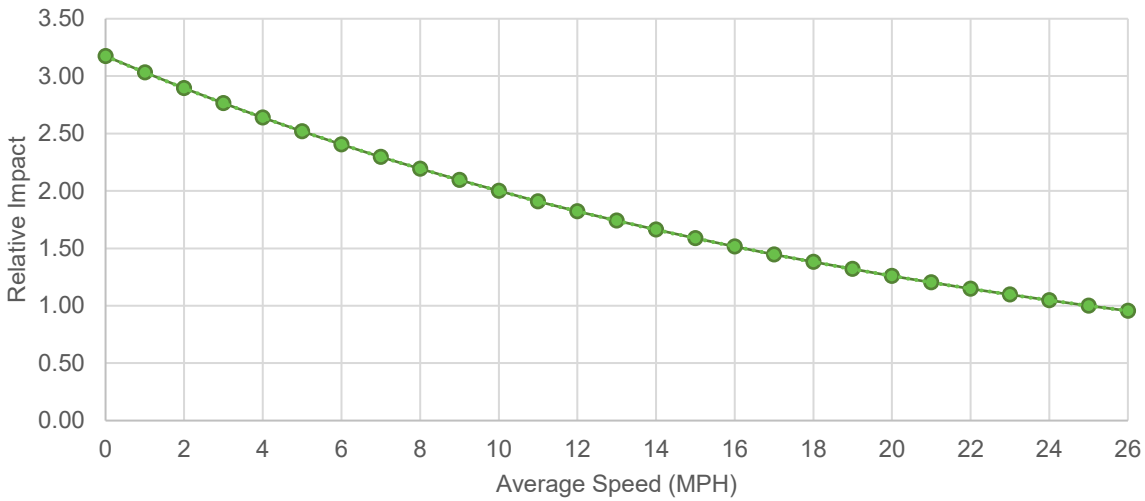
[6] *"All other trucks" means all vehicles with high loading and impact on street pavement other than solid waste vehicles, including pickup trucks, vans, box trucks, and a variety of other trucks with a lower average ESAL than solid waste collection vehicles.*

Given the assumed ESAL values in Table 5, a solid waste vehicle collecting garbage has 1,250 times the impact of an automobile. We are aware of other research concluding that the impacts of solid waste collection vehicles may be as high as 8,000-9,000 times the impact of passenger cars; thus, our assumed ESAL of "1" for garbage collection vehicles is on the low end of the range of ESALs for such vehicles.

Speed Impact

Impacts to flexible pavements (which are typical for residential streets) are also influenced by vehicle speeds, with impacts being exponentially higher when a load carrying vehicle is moving at a very slow speed.[7] This is demonstrated in **Chart 1,** below.

Chart 1: Exponential Relationship Between Speed and Pavement Impacts



Unlike typical traffic on residential streets, which tends to travel at or near the posted speed limit (25 miles per hour [mph] in the City), solid waste vehicles slow and stop for collection in front of each household, averaging approximately 4 mph to 8 mph.[8] At these low speeds, and as shown in Chart 1, vehicles have approximately 2.2 to 2.6 times the impact to the pavement than they would travelling only at the 25 mph speed limit.

In this Study, we conservatively assume that solid waste vehicles in the City may be travelling at a faster 10 mph average speed, and we thus assume that the relative impact of speed is a factor of 2, not the higher 2.2 to 2.6 factors corresponding with slower speeds as noted above. We apply this speed factor of 2 as a multiplier to the ESAL loading for solid waste collection vehicles in our analysis of impacts to residential streets only; the factor is not applied to the ESAL loading for arterial and collector streets, as those streets are not typically comprised of flexible pavements, solid waste collection vehicles stop less frequently on those streets (and thus have a higher average speed).

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7 *Effect of truck speed on the response of flexible pavement systems to traffic loading; International Journal of Pavement Engineering, July 2020; Michael R. S. Mshali and Wynand JvdM. Steyn.*

8 *Real-world activity, fuel use, and emissions of heavy-duty compressed natural gas refuse trucks; Science of the Total Environment 761, 2021; Gurdas S. Sandhu, H. Christopher Frey, Shannon Bartelt-Hunt, Elizabeth Jones.*

Vehicle Passes Per Day

By analyzing the number and type of vehicles (i.e., solid waste collection vehicles, automobiles, and all other trucks) that travel on a street, and the average pavement impacts (measured in ESAL loading) associated with each vehicle type (described in the prior subsection), the total impacts that the pavement will experience can be estimated in a mathematical calculation. Based on City measurements from January 1, 2025 through June 30, 2025 (Traffic Study), the City provided the number of vehicle passes (meaning trips down streets) by type for the two major types of streets. The two types of streets are: high-traffic-volume streets (namely arterial and collector streets) and low-traffic-volume streets (residential streets).

For the low-traffic residential streets, the City Traffic Study indicated 161 vehicle passes per day and 52.7% of residential traffic trips were made by trucks. For arterial and collector streets, the City's Traffic study indicated 3,576 passes per day with 60.3% of trips made by trucks. **Table 6**, below, is a summary of the data used in this Study related to average daily vehicles passes and the percentage that are trucks assumptions used in this Study.

Table 6: Vehicle Passes Per Day by Street Type

Street Type	Vehicle Passes Per Day	Percentage of Vehicle Passes That Are Trucks
Residential	161	52.7%
Arterial and Collector	3,576	60.3%

Vehicle Passes By Vehicle Type

The variables described in the prior subsection provide the overall number of vehicle passes per day, and the percentage of those passes that are trucks. To isolate the vehicle loading impacts to pavement associated with solid waste collection vehicles, we need to determine the number of passes that those vehicles make per day. This is a relatively simple calculation based on the weekly schedule of collections for solid waste collection services.

For the low-traffic residential streets, solid waste collection operations are on a weekly schedule. Since weekly collections are on both sides of the street, each street is driven twice (once in each direction) by a minimum of one of each type of solid waste collection vehicle. For the purposes of this Study, we assume that each solid waste collection vehicle makes two passes per week, or 0.286 passes per day, on residential streets. This value does not account for the fact that some streets are driven on during non-route days so that collection vehicles can access streets on a given route, meaning that the actual average passes per week in the City must be higher than stated above.

Using the lower passes per week is conservative in that it returns a lower result for the street impacts from the Contractor's solid waste vehicles. For the high-traffic arterial and collector streets, which are primarily commercial, the schedule for solid waste collection can vary. Solid waste collection services may be provided up to five or six times a week for larger waste generators and may be as low as weekly for smaller generators. Additionally, because solid waste generators in commercial areas are not all on the same collection schedules as residential accounts are, vehicles in commercial areas pass over the same streets multiple times to serve accounts with different collection schedules.

For the purposes of this Study, for arterial and collector streets, we assume that solid waste collection vehicles collecting garbage for landfill disposal pass over each street two times per day (once in each direction), while solid waste collection vehicles for organics and recycling pass over each street once per

day (one half in each direction). Total passes for organics and recycling collection vehicles are less because it is generally the case that service levels for garbage are at least twice those of the corresponding organics or recycling service level. As with the number of passes on residential streets, this value does not account for the fact that some streets are driven on during non-route days so that collection vehicles can access streets on a given route, meaning that the actual average passes per week in the City must be higher than stated above. Using the lower passes per week is conservative in that it returns a lower result for the pavement impacts from the Contractor's solid waste vehicles.

The number of passes per day for the remaining vehicle types – automobiles and other trucks – are simply calculated as a function of the total number of daily passes, the total number of those that are trucks (based on the percentages discussed in the prior section), and the number of passes for solid waste collection vehicles. For example, for the City's residential streets, for the 161 passes per day and 52.7% (84.8) of those being trucks, there are 76.1 automobile passes per day (161 x 47.3%). With three types of solid waste collection vehicles each passing 0.286 times per day (as described above), the total passes per day are 0.857 (3 x 0.286). The number of passes for all other trucks is 83.942 (84.8 minus 0.857). **Table 7**, below, provides a summary of vehicle passes per day by street type.

Table 7: Vehicle Passes Per Day by Vehicle Type and Street Type

Vehicle Type	Residential Streets	Arterial and Collector Streets
Automobiles (Passenger Cars)	76.110	1419.497
Average of All Other Trucks	83.942	2,153.206
Solid Waste Vehicle (Garbage)	0.286	1.429
Solid Waste Vehicle (Organics)	0.286	0.714
Solid Waste Vehicle (Recycling)	0.286	0.714
Total	**160.910**	**3,575.560**

Percentage of Streets by Type

A final variable that needs to be addressed in the percentage of streets by type. This information is included in the City's PMS Report, including the relative area by street type, as shown in **Table 8**, below.

Table 8: Percentage of Streets by Type

Street Type	Area (Square Feet)	Percentage of Area
Residential	20,571,408	74.2%
Arterial	4,258,980	15.4%
Collector	2,894,760	10.4%
Total	**27,725,148**	**100%**

Analysis

Percentage Impact for Solid Waste & Street Sweeping Vehicles by Street Type

With the variables for ESAL by vehicle type, the multiplication factor for the relative impacts of speed for solid waste collection vehicles on residential streets, and the number of passes by vehicle type established, we then calculate the relative percentage impact associated with each vehicle type. This is calculated as a function of ESAL multiplied by speed factor (residential streets only) multiplied by the number of weekly passes, with the product being the total vehicle loading pavement impact by vehicle type per week.

Totaling the weekly total vehicle loading by vehicle types yields the total estimated loading experienced by each street type (residential vs. arterial and collector). From there, we calculate the percentage contribution to total vehicle loading for solid waste collection vehicles, which is the total weekly ESAL loading associated with solid waste collection vehicles divided by the total ESAL loading for the street. **Table 9**, below, and **Table 10**, on the following page, show these calculations and the results.

Table 9: Calculation of Solid Waste Pavement Impacts – Residential Streets

	A	B	C	D	E	F
Vehicle Type	**Average ESAL / Vehicle** *(Per Table 5)*	**Relative Impact from Speed**	**Passes / Day / Vehicle Type** *(Per Table 7)*	**Passes / Week / Vehicle Type** *(C x 7)*	**Total Weekly ESAL Loading** *(A x B x D)*	**Percent of Total ESAL Loading** *(E / 93.51)*
Automobiles	0.0008	1x	76.110	532.773	0.43	0.46%
All Other Trucks	0.1397	1x	83.942	587.597	82.09	87.78%
Garbage Vehicles	1.0000	2x	0.286	2.000	4.00	4.28%
Organic Material Vehicles	1.0000	2x	0.286	2.000	4.00	4.28%
Recycling Vehicles	0.7500	2x	0.286	2.000	3.00	3.21%
Total			**161**	**1,126**	**93.51**	**100%**

As shown in Table 9, for the City's residential streets we calculated the percentage impacts for solid waste vehicles to be 11.76% of total impacts to residential street pavement (4.28% plus 4.28% plus 3.21%, with rounding).

Table 10: Calculation of Solid Waste Vehicle Impacts – Arterial and Collector Streets

	A	B	C	E	F
Vehicle Type	**Average ESAL / Vehicle** *(Per Table 5)*	**Passes / Day / Vehicle Type** *(Per Table 7)*	**Passes / Week / Vehicle Type** *(B x 7)*	**Total Weekly ESAL Loading** *(A x C)*	**Percent of Total ESAL Loading** *(E / 2132.319)*
Automobiles	0.0008	1419.497	9936.481	7.949	0.37%
All Other Trucks	0.1397	2153.206	15072.439	2105.620	98.75%
Garbage Vehicles	1.0000	1.429	10.000	10.000	0.47%
Organic Material Vehicles	1.0000	0.714	5.000	5.000	0.23%
Recycling Vehicles	0.7500	0.714	5.000	3.750	0.18%
Total		**3,576**	**25,029**	**2132.319**	**100%**

For the City's arterial/collector streets, Table 10 calculates the percentage impact from solid waste vehicles to be 0.88% of the total impacts (0.47% plus 0.23% plus 0.18%, with rounding).

Sources of Pavement Impacts

The City's projected pavement maintenance repair needs are assumed to include impacts to pavement caused by vehicles and utility cuts. This Study assumes that the impacts of utility cuts on the City's streets to be 10% of all pavement repair, maintenance, and rehabilitation needs. Thus, this Study allocates 90% of the average annual pavement repair, maintenance, and rehabilitation needs to vehicle impacts.

The 10% assumption for the value of impacts related to utility cuts is, in part, based on experience working in local government street maintenance operations, wherein pavement repair and rehabilitation needs for utility cuts were a fraction of overall pavement repair and rehabilitation needs. The 10% assumption is further informed by the Federal Highway Administration's Manual for Controlling and Reducing the Frequency of Pavement Utility Cuts[9], which references a case study from the District of Columbia in 1996 wherein "the combined area of the utility cuts in the District was over one percent of the total pavement surface area." This Study further considers that the costs to repair and rehabilitate pavement that has been impacted by utility cuts is approximately double the costs to repair and rehabilitate pavement without utility cuts[10].

Taken together, the 10% assumption for the pavement repair and rehabilitation amount associated with utility cuts used in this Study contemplates up to 5% of pavement service area being affected by utility cuts (nearly five times the area cited in the Federal Highway Administration Manual) at double the repair and rehabilitation costs for pavement not affected by utility cuts. The results of the 10% assumption for the impacts of utility cuts is demonstrated in **Table 11**, below.

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9 https://www.fhwa.dot.gov/utilities/utilitycuts/man01.cfm

10 *Analysis of the Impact of Utility Cuts on Rehabilitation Costs in Santa Cruz County, CA; November 2002; Shahin & Associates Pavement Engineering.*

Table 11: Average Annual Pavement Impacts from Vehicles

Category	Amount of Impacts from All Sources	Reduction for Utility Cuts	Amount of Impacts from Vehicles
Average Annualized Repair	$6,304,628	-10%	$5,674,165
Average Annualized Deferred Maintenance	$2,580,000	-10%	$2,322,000
Total	**$8,884,628**	**-10%**	**$7,996,165**

Table 12, below, shows the breakdown of the average annual pavement impacts from all vehicles by street type, using the total from Table 11.

Table 12: Total Pavement Impacts from Vehicles by Street Type

Variable	Residential	Arterial and Collector	Total
Percentage of Streets by Type (From Table 8)	74.2%	25.8%	100%
Total	**$5,932,967**	**$2,063,199**	**$7,996,165**

Total Annual Pavement Impacts

Calculating the total annual Pavement Impacts using the variables, estimates, and assumptions from the prior section is a function of multiplication, as shown in **Table 13**, below.

Table 13: Calculation of Total Pavement Impacts from Contractor's Vehicles

Variables	Residential	Arterial and Collector	Grand Total
Annual Pavement Impacts from Vehicles (From Table 12)	$5,932,967	$2,063,199	
Percentage Impacts from Contractor's Vehicles (From Tables 9 and 10)	11.76%	0.88%	
Total	**$697,895**	**$18,142**	**$716,037**

3. FINDINGS & CONCLUSIONS

Franchise Fee

- The FY 2024-25 Fees paid to the City were $1,876,419 and the estimated Fees for FY 2025-26 are $1,951,868.
- R3 calculated estimates of the City's Costs ($752,470) and Property Use Charges ($1,373,140) based on actual and budgeted cost information provided by the City, and with conservative assumptions for estimated values.
- Altogether, the sum of City's Costs and Property Use Charges calculated by this Study are $2,125,610.
- The City's Costs have been reviewed and confirmed by City staff as being representative of the actual time and costs incurred for these activities. Property Use Charges are proportionately allocated to the Contractor with due recognition of the realities of the Contractor's operations.
- The City's Costs calculated in this Study are $173,742 (9%) higher than the estimated FY 2025-26 Fees.
- The Fees are not more than necessary to cover the City's costs incurred in managing and administering the Agreement and the sanitation system plus the value of the Contractor's use of the public right-of-way.
- R3 also calculated estimates of the Pavement Impacts from Contractor's solid waste collection vehicles based on quantifiable impacts from such vehicles. The amount of Pavement Impacts calculated in this Study is $716,037. Pavement Impacts are not considered to be funded by the Fees and are included in this Study for context only.

4. RECOMMENDATIONS

Restate Fees

Currently a portion of the Fees paid by the Contractor to the City are calculated at 12.5% of gross receipts collected from billings in the City. While these payments do not exceed the City's Costs and Property Use Charges values calculated in this Study, the City would be better served by restating the Fees to be a dollar value instead of a percentage of gross revenues.

- We recommend that the City consider amending the Agreement with the Contractor to set the Fees at a dollar value not to exceed the sum of the City's Costs and Property Use Charges values calculated by this Study.

Annual Adjustments

All values calculated in this Study are in FY 2025-26 dollars. Given that the City's Costs and Property Use Charges will tend to change over time in response to changing staffing, benefits, and other costs, it would be appropriate for the City to implement an annual adjustment to the Fees.

- R3 recommends the City consider including an automatic annual adjustment that would change the Fees in proportion to the percentage change in the Consumer Price Index (CPI).

Sources and Uses Accounting

Currently, the City's Costs and Property Use Charges are not tied to the Fees in the City's accounting system. The City could implement project code accounting and/or enterprise fund accounting for the Fees to better track source revenues and their uses. In either case, allocated and/or direct staffing and other costs could be tied to source revenues, while the Property Use Charges could be transferred out for general use.

- R3 recommends the City consider implementing sources and uses accounting practices for revenue from the Fees, City's Costs, and Property Use Charges.

Clarify Contractor's Special Use of Public Right-of-Way

If not already included in the City's Municipal Code, the City should consider updates to clarify that the Contractor has a special and unique license and right to permit its customers to place containers in the public right-of-way and that the City may charge a fee for that special privilege. The City should also confirm whether container set-out timing (evening prior to collection to end of day on collection day) and other provisions (approved Contractor containers allowed in public right-of-way, approved location for collection in the public right-of-way) in the Code are included in a manner consistent with the City's interpretation of Contractor's use of the public right-of-way.

- To establish the grant of property use, R3 recommends the City review current City Code to regarding the grant of the right of property use for collection containers to the authorized hauler(s) based on payment of fee imposed by the City (Eastvale City Code section 16.05) and removal of any encroachment exception for waste containers (Eastvale City Code section 12.08).

Periodic Recalculation

Over time, the City's Costs associated with the Agreement and the sanitation system, the value of Property Use Charges for use of the public right-of-way, and the annualized costs associated with Pavement Impacts from the Contractor's solid waste collection vehicles may change in ways that vary from the annual change in the CPI. Additionally, changes in City policies, programs, procedures, organization, geopolitical boundaries, laws, regulations, court rulings, and/or other factors may also trigger a need for recalculating fees.

- R3 recommends the City consider updating this Study periodically (e.g., every five years) or more frequently, if needed, to recalculate fees in response to other factors.

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CONSENT CALENDAR
Agenda Item No. 11.8
August 12, 2026

Approval of Agreements with Yunex LLC DBA Yunex Traffic for Streetlight Maintenance Services and Econolite Systems Inc. for Traffic Signal Maintenance Services and Monument Maintenance Services

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Prepared By:

Jimmy Chung, Public Works Director/City Engineer

Recommended Action(s)

Staff recommends that the City Council:

1. Approve the Maintenance Agreement with Yunex LLC DBA Yunex Traffic for Streetlight Maintenance Services in a not-to-exceed amount of $50,000.00 per fiscal year;
2. Approve the Maintenance Agreement with Econolite Systems, Inc. for Traffic Signal Maintenance Services and Monument Maintenance Services in a not-to-exceed amount of $250,000.00 per fiscal year; and
3. Authorize the City Manager to execute all necessary documents including the Agreements.

Summary

The Public Works Department maintains a comprehensive network of City owned and maintained traffic signals, streetlights and monuments. The City maintains 56 signalized traffic signal intersections, including associated safety lights and illuminated street name signs, 2 fire station beacons, 35 speed feedback signs and 2 monuments. Out of the 56 traffic signal intersections, 2 are jointly owned with the City's neighboring cities. In accordance with the existing maintenance agreements with City of Chino and City of Ontario, the City is responsible for maintaining these signalized intersections. One traffic signal interconnection system is currently in operation along

Limonite Avenue, serving 8 existing traffic signals. The City of Eastvale owns and maintains approximately 4,323 streetlight poles, comprising a total of 4,357 light fixtures, including 68 Metal Halide Decorative lamps, 2 HPS Cobra lamps, and 4,287 LED Cobra lamps. The City owns 2 internally illuminated aluminum monument signs that are solar powered with internal LED illumination and battery systems.

Traffic signal, streetlight, and monument maintenance services play an important role in helping the City meet routine maintenance needs as well as ensure that the City will respond quickly to urgent or unexpected traffic signal, streetlight repairs and/or monument repairs. Traffic signal maintenance services are essential for ensuring public safety, reducing traffic congestion and extending the lifespan of the City's infrastructure. Regular, proactive maintenance prevents hazardous malfunctions, minimizes emergency repair costs, improves traffic flow by reducing idle times, and reduces vehicle-based emissions, amongst other benefits. Streetlight maintenance services are crucial for ensuring public safety, reducing crime, promoting active transportation, and improving traffic visibility. These maintenance services help to extend infrastructure lifespan, optimize energy efficiency, and prevent hazards like electrical faults. Maintaining City-owned monuments preserves cultural and historical assets, enhances community identity and aesthetics, promotes economic activity, and reduces long-term costs through proactive maintenance while ensuring public safety.

Background

On April 20, 2026, the City issued Request for Proposals (RFP) No. 26-107EG through the City's website and online bidding system, PlanetBids, to solicit proposals from qualified contractors. By the proposal submission deadline of May 19, 2026, the City received six proposals, all of which were determined to be responsive to the RFP specifications and requirements. The following is a summary of vendor participation:

522 Vendors notified

26 Vendors downloaded the bid packet

6 Proposals received

Following a thorough evaluation of the submitted proposals in accordance with the evaluation criteria established in the RFP, staff determined that the proposals identified below represent the best value and are in the City's best interest to recommend for award:

1. To Econolite Systems Inc. to provide Traffic Signal and Monument Maintenance Services
2. To Yunex LLC DBA as Yunex Traffic to provide Streetlight Maintenance Services

The Public Works Department relies on routine, on-call, and emergency maintenance services for traffic signals, streetlights, and monuments to provide prompt, flexible, and cost-effective responses

to issues as they arise. These services help ensure that public roadways remain safe, operational, and well-maintained. Routine and as-needed on-call services address immediate maintenance needs while also supporting long-term preventative measures to enhance system reliability and performance.

Emergency maintenance services are intended to ensure the rapid identification, response, and repair of critical failures or damage to traffic signals, streetlights, and monument signage systems. These services are critical and vital to address conditions that pose a public safety risk, including but not limited to: electrical hazards, signal outages, structural instability, or equipment damage, and to restore infrastructure to safe and operational conditions as quickly as possible. The services being solicited will support public safety, reduce traffic congestion, ensure safe, well-lit and accessible roadways for residents, visitors, and City staff.

Qualified contractors are used to perform this work to ensure timely delivery, adherence to industry standards, and the capacity to respond to both scheduled and emergency needs.

The scope of services includes, but is not limited to:

- Initial traffic signal system health check
- Monthly, quarterly, semi-annual, and annual routine preventative maintenance for City owned traffic signals
- Scheduled repairs and emergency respond services for City owned traffic signals
- Scheduled repairs for City owned traffic signals
- Emergency response services for City owned traffic signals
- Maintenance of City owned streetlights
- Installation/LED retrofit and/or pole tagging services for Cobra head or decorative streetlights
- LED Procurement
- Removal and disposal
- Install House-Side Shields (as needed basis)
- Record Documents and Update GIS System
- Provide a Call Center and Online Work Order Management System
- Provide a Storage Facility
- Provide routine preventative maintenance, scheduled repairs, and emergency responses to monuments and other related equipment
- Additional Services as specified by City
- Compliance with all Laws at all times
- Provide adequate Traffic Control at all times

All work will be performed in accordance with City of Eastvale Standards, WATCH Manual (Latest Edition), Manual of Uniform Traffic Control Devices (MUTCD) and State and Federal Regulations, Standard Specifications for Public Works Construction, 2024 Edition (Standard Specifications, Latest Edition), any referenced Special Provisions, Riverside County Transportation Department Improvement Standards and Specifications, latest edition, and subsequent amendments, and the California Department of Transportation Standard Plans and Specifications, Latest Edition (State Standards) and/or other specifications as deemed appropriate and applicable by the City of Eastvale Public Works Department.

Each of the proposed agreements will be for one, three (3) year period with provisions for two (2)

additional one (1) year renewal options, upon mutual agreement contingent upon City Council approval, or City Manager authorization, as appropriate. The total term of the awarded agreement shall not exceed five (5) years. The Agreement with Yunex LLC DBA Yunex Traffic will be for a not-to-exceed amount of $50,000.00 per fiscal year and the Agreement with Econolite Systems, Inc. will be for a not-to- exceed amount of $250,000.00 per fiscal year.

Expenditures will be controlled via budget and an individual purchase order for each vendor. The execution of this item will continue to support the City's commitment to preserving roadway safety and enhancing the overall condition and reliability of its transportation infrastructure through the provision of ongoing, on-call maintenance and repair services for streetlights, traffic signals, and monuments.

Analysis

N/A

Environmental

Per the California Environmental Quality Act (CEQA) Guidelines Section 15301, the award of this Traffic Signal Maintenance and Streetlight Services is Categorically Exempt (Class 1) from CEQA as it is for maintenance purposes only.

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

This initiative supports the City's commitment to roadway safety and proactive infrastructure management.

Fiscal Impact

Total fiscal impact for this item is $300,000 annually. The Agreement with Yunex LLC DBA Yunex Traffic will be for a not-to-exceed amount of $50,000.00. The Agreement with Econolite Systems, Inc. will be for a not-to-exceed amount of $250,000.00. Each respective contract is per fiscal year during the initial three-year term, with pricing remaining firm throughout this period. The City may extend the contract with the same or more limited scope of required services for two (2) additional one (1) year periods, upon mutual agreement and upon approval by City Council, City Manager, or City Attorney authorization, as appropriate. Expenditures will be controlled via budget and individual purchase orders for each vendor. Subject to budget approval and available funding, the majority of expenditures will be charged to accounts: 100-510-6439 ($50,000 General Fund account used for Yunex LLC DBA Yunex Traffic) and 200-510-6438 ($250,000 Gas Tax account used for Econolite Systems, Inc.). Both accounts have adequate budget available for these agreements in the fiscal year 2026-27.

Prior City Council/Commission Action

None

Attachment(s)

Attachment 1 - Econolite Agreement
Attachment 2- Econolite_Exhibit C Compensation

Attachment 3 - Yunex Agreement
Attachment 4 - Yunex_Exhibit C Compensation

AGREEMENT FOR TRAFFIC SIGNAL AND MONUMENT MAINTENANCE SERVICES BETWEEN THE CITY OF EASTVALE, CALIFORNIA AND ECONOLITE SYSTEMS, INC.

This Agreement for Traffic Signal and Monument Maintenance Services ("**Agreement**") is entered into as of August 13, 2026 ("**Effective Date**") between the City of Eastvale, a municipal corporation ("**City**") and Econolite Systems Inc., a corporation, incorporated in the State of California ("**Contractor**") (collectively the "**Parties**"). In consideration of the mutual promises and covenants made by the parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 **Term**. Subject to the provisions of Section 8 [Termination] of this Agreement, the term of this Agreement shall commence on the date first ascribed above and terminate on June 30, 2029. Prior to the expiration of the Term, the Parties may agree, in writing, to extend the Term for up to two (2) additional one (1) year periods, for a total term not to extend past June 30, 2031. City Council prior approval shall be required for the City to agree to any extension of the Term.

1.2 **Contractor Services**. Subject to the terms and conditions of this Agreement and Request for Proposals (RFP) No. 26-107EG, Contractor agrees to perform for City those services specified in the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A" [Scope of Services] ("**Services**"). Contractor agrees to furnish, for the compensation provided for herein, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform and complete the Services. The Services shall be subject to inspection and approval by City. Contractor agrees to work closely with City staff in the performance of the Services and shall be available to City's staff and consultants at all reasonable times.

1.3 **Extra Work**. Contractor shall not be compensated for any work or services rendered in connection with its performance of this Agreement, which are in addition to or outside of the Services ("**Extra Work**"), except as expressly provided for herein. It shall be Contractor's responsibility to ensure that the scope and price of any Extra Work to be performed by Contractor is approved by City in writing in advance of Contractor's commencement of the Extra Work in accordance with Section 9.10 [Amendments] and Section 9.19 [Administration and Implementation]. City shall not be obligated to pay for or otherwise be liable for unauthorized Extra Work performed by Contractor.

1.4 **Schedule of Performance**. Contractor agrees to diligently perform and complete the Services in accordance with the schedule of performance attached hereto and incorporated herein by reference as Exhibit "B" [Schedule of Performance] ("**Schedule of Performance**"). Modifications to the Schedule of Performance must be agreed upon in writing in advance by the City Manager pursuant to Section 9.19 [Administration and Implementation] and Contractor.

1.5 **General Warranty**. Contractor warrants all Services under this Agreement (which for purposes of this Section shall be deemed to include unauthorized Extra Work which has not been removed and any non-conforming materials incorporated into the Services) to be of good quality and free from any defective or faulty material and workmanship. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Services, whether express or implied, are deemed to be obtained by Contractor for the benefit of City, regardless of whether or not such warranties and guarantees have been transferred or assigned to City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of City.

1.6 **Repair of Defects**. Contractor agrees that for a period of one (1) year from and after final acceptance of the Services, or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Services, whichever is later, Contractor shall within ten (10) days after being notified in writing by City of any defect in the Services or non-conformance of the Services, commence and prosecute with due diligence all work and services necessary to fulfill the terms of the warranty at its sole cost and expense. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work, facilities, fixtures, or materials damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective Services. For any Services so corrected, Contractor's obligation hereunder to correct defective Services shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Services. Contractor shall perform such tests as City may require to verify that any corrective actions are adequate to remedy the defective condition. In the event that Contractor fails to perform its obligations under this Section to the reasonable satisfaction of City, then City shall have the right to correct and replace any defective, non-conforming, or damaged Services at Contractor's sole expense. Contractor shall be obligated to fully reimburse City for any expenses incurred hereunder upon demand.

1.7 **Contractor's Representative**. Contractor hereby designates the representative named in Exhibit "D" [Representatives], or his or her designee, to act as its representative for the performance of this Agreement ("**Contractor's Representative**"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

1.8 **Contract Documents**. The following documents shall be referred to collectively as the "Contract Documents," each of which is incorporated into and made part of this Agreement by reference:

Approved and fully executed change orders (if any)
Addenda (if any)
This Agreement
All exhibits to this Agreement
Amendments to this Agreement
RFP No. 26-107EG
Addenda to RFP documents
Proposal submission forms (including Contractor's Narrative and Cost Proposals, and any Requests for Clarifications and Best and Final Offers)
Payment and Performance Bonds, if required

The Contract Documents are intended to be complementary, and a requirement in one document is as effective as if it appeared in all of the Contract Documents. In the event of a conflict between any of the Contract Documents, the documents shall be given effect in the order set forth above (from top to bottom).

SECTION 2. COMPENSATION AND METHOD OF PAYMENT

2.1 **Compensation**. City shall pay to Contractor for non-disputed Services rendered the compensation set forth in Exhibit "C" [Compensation] attached hereto and incorporated herein by reference. Total compensation to Contractor for the Services shall not exceed the total price or "not to exceed" amount set forth in Exhibit "C," without the prior written approval of City in accordance with Section 9.10 [Amendments] and Section 9.19 [Administration and Implementation].

2.2 **Payment of Compensation**. Contractor shall submit periodic (monthly or quarterly as specified in Exhibit "C") invoices together with an itemized statement of Services provided. The statement shall describe the Services provided, the percent of work completed by item, together with such other reasonable detail and supporting documentation as may be required by the City Manager, or his/her designee. City will review the statement and pay, with the exception of any charges for work performed or expenses incurred by Contractor which are disputed by City, within 30 days of receiving such statement, all approved charges thereon. Payment by City shall release City from any further obligation for payment to Contractor, for Services performed or expenses incurred as of the date of the invoice. Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defect in work performed by Contractor.

SECTION 3. RESPONSIBILITIES OF CONTRACTOR

3.1 **Control and Payment of Subordinates; Independent Contractor**. Contractor agrees that all Services shall be performed by Contractor or under its supervision. The personnel performing the Services under this Agreement on behalf of

Contractor shall at all times be under the Contractor's exclusive direction and control. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Contractor is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Contractor shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, healthcare or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights. Contractor shall make payments promptly, as due, to all persons supplying labor or materials for the Services. Contractor shall not permit any lien or claim to be filed or prosecuted against the City on any account of any labor or material furnished for the Services. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person as such claim becomes due, City may pay such claim and charge the amount of the payment against funds due or to become due the Contractor. The payment of the claim in this manner shall not relieve Contractor or their surety from obligation with respect to any unpaid claims.

3.2 **Standard of Care and Licenses**. Contractor agrees that all Services shall be performed in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and warrants that it, its employees and subcontractors shall have sufficient skill and experience to perform the Services and that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained in good standing throughout the term of this Agreement.

3.3 **Required Corrections**. Contractor shall perform, at its own expense and without reimbursement from the City, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the standard of care provided for herein.

3.4 **Law and Regulations**. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services.

3.5 **Safety**. Contractor shall perform the Services, and maintain its work area, so as to avoid injury or damage to any person or property and shall otherwise exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.6 **Labor Code and Prevailing Wage Requirements**.

3.6.1 Apprenticeable Crafts. To the extent applicable, Contractor shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works.

3.6.2 Hours of Work. Contractor shall comply with the legal days work and overtime requirements of Section 1813 of the Labor Code.

3.6.3 Payroll Records. In accordance with the requirements of Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Contractor shall make all such records available for inspection at all reasonable hours.

3.6.4 Prevailing Wage Laws. Contractor represents and warrants that it is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("**Prevailing Wage Laws**"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. Contractor acknowledges that the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and any location where the Services are performed.

3.7 **Equal Opportunity Employment**. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant, in any way, in the employment of persons to perform the Services in violation of any federal or state law prohibiting discrimination in employment, including based on the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, of any person, except as provided under California Government Code section 12940.

SECTION 4. INDEMNIFICATION

4.1 **Indemnity**. Except as to the sole negligence or willful misconduct of City, Contractor expressly agrees to, and shall, indemnify, defend, release, and hold City, and its respective officials, officers, employees, agents, and contractors harmless from and against any Action, liability, loss, damage, entry, judgment, order, lien, and Costs

and Expenses which arises out of, or are in any way related to, any act or omission of Contractor, or its officers, directors, employees, agents, or contractors, connected with the performance or failure to perform under this Agreement, notwithstanding that City may have benefited therefrom, or any challenge to this Agreement. This Section shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Contractor's officers, directors, employees, agents and contractors, including but not limited to acts or omissions in any way related to, the release, treatment, use, generation, transportation, storage, or disposal in, on, under, to, or from the location at which work under this Agreement is performed of any Hazardous Substances by Contractor or its officers, directors, employees, agents, and subcontractors. The Parties expressly agree that any payment, or Costs and Expenses City incurs or makes to, or on behalf of, an injured employee under City's workers' compensation or other insurance, is included as a loss or Costs and Expenses for the purpose of this Section. City shall not be responsible for any acts, errors or omissions of any person or entity except City and its officers, agents, servants, employees or contractors. The Parties expressly agree that the obligations of Contractor under this Section shall survive the expiration or early termination of the Agreement.

4.2 **Action**. For purposes of this Agreement, "Action" shall mean any suit (whether legal, equitable, or declaratory in nature), proceeding or hearing (whether administrative or judicial), arbitration or mediation (whether voluntary, court-ordered, binding, or non-binding), or other alternative dispute resolution process, and the filing, recording, or service of any process, notice, claim, demand, lien, or other instrument which is a prerequisite or prelude to commencement of the Action.

4.3 **Costs and Expenses**. For purposes of this Agreement, "Costs and Expenses" shall mean all costs and expenses, to the extent reasonable in amount, actually and necessarily incurred by a Party in good faith in the investigation, prosecution or defense of an Action, including, but not limited to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorney's fees, consultant fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition and transcript costs, and any other costs or expenses, the award of which a court of competent jurisdiction may determine to be just and reasonable.

4.4 **Hazardous Substances**. For purposes of this Agreement, "Hazardous Substances" shall mean any and all of the following:

a. any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or for which liability arises for misuse, pursuant to the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601, *et seq*.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, *et seq*.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901, *et seq*.; the Toxic Substances Control Act, 15 U.S.C.S. §2601, *et seq*.; the Clean Water Act, 33 U.S.C. §1251, *et seq*.; the Insecticide, Fungicide, Rodenticide Act, 7 U.S.C. §136, *et seq*.; the Superfund Amendments and

Reauthorization Act, 42 U.S.C. §6901, *et seq*.; the Clean Air Act, 42 U.S.C. §7401, *et seq*.; the Safe Drinking Water Act, 42 U.S.C. §300f, *et seq*.; the Solid Waste Disposal Act, 42 U.S.C. §6901, *et seq*.; the Surface Mining Control and Reclamation Act, 30 U.S.C. §1201, *et seq*.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. §11001, *et seq*.; the Occupational Safety and Health Act, 29 U.S.C. §§655 and 657; the Hazardous Waste Control Act, California Health and Safety Code ("H.&S.C.") §25100, *et seq*.; the Hazardous Substance Account Act, H.&S.C.§25330, *et seq*.; the California Safe Drinking Water and Toxic Enforcement Act, H.&S.C. §25249.5, *et seq*.; the Underground Storage of Hazardous Substances, H.&S.C. §25280, *et seq.*; the Carpenter-Presley-Tanner Hazardous Substance Account Act, H.&S.C. §25300, *et seq*.; the Hazardous Waste Management Act, H.&S.C. §25170.1, *et seq*.; the Hazardous Materials Response Plans and Inventory, H.&S.C. §25001, *et seq*.; the Porter-Cologne Water Quality Control Act, Water Code §13000, *et seq*., all as they may from time to time be amended; and

b. any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or for which liability for misuse arises pursuant to any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree due to its hazardous, toxic or dangerous nature.

SECTION 5. RECORDS AND DOCUMENTS

5.1 **Accounting Records**.

5.1.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all expenses incurred under this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the Services provided by Contractor pursuant to this Agreement. All such records shall be clearly identifiable.

5.1.2 Inspection and Copying. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement. At no cost to City, Contractor shall provide copies of such documents or records directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

5.2 **Ownership of Documents**. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Contractor in the course of providing the Services shall become the sole property of City and may be used, reused or otherwise disposed of by the City without the permission of the Contractor. Upon

completion, expiration or termination of this Agreement, Contractor shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents

SECTION 6. INSURANCE

6.1 **Maintenance of Insurance**. Prior to the beginning of and throughout the term of this Agreement, Contractor will maintain insurance in conformance with requirements established by City for the type of Services being performed. Contractor acknowledges that prior to the Effective Date of this Agreement, City provided to Contractor the applicable insurance requirements, a copy of which are attached hereto as Exhibit "F" [Insurance]. Contractor acknowledges that the insurance coverage and policy limits required under Exhibit "F" constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Agreement and which are applicable to a given loss, will be available to the City.

6.2 **Subcontractors Insurance**. Contractor agrees to ensure that subcontractors, and any other party involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review upon the City's request.

6.3 **Modification of Insurance Provisions**. The City Manager may make reasonable amendments to the insurance requirements of this section, with the written concurrence of the Finance Director or Risk Manager, in accordance with Section 9.19 [Administration and Implementation] after considering the Scope of Services, potential liabilities, and the required level of insurance to adequately protect the City.

SECTION 7. BONDS

7.1 **Performance and Payment Bonds**. If required by law or specifically required by City as set forth in Exhibit "E" [Bonds Required], attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with Contractor's execution of this Agreement, but in no event later than the Effective Date of this Agreement, a Performance Bond and/or a Payment Bond in the amount of the total, not-to-exceed compensation indicated in Exhibit C, and in a form provided or approved by the City.

7.2 **Bond Provisions**. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No

further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, without further notice from City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety.

7.3 **Surety Qualifications**. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

SECTION 8. TERMINATION.

8.1 **Termination by City**. City may, by written notice to Contractor, terminate with or without cause, and without any prior notice of default or right to cure by Contractor, the whole or any part of this Agreement at any time and by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those non-disputed Services that have been adequately rendered to City, and Contractor shall be entitled to no further compensation.

8.2 **Termination by Contractor**. Contractor may, by written notice to City, terminate this Agreement based upon City's failure to timely cure a default under this Agreement as provided herein. At least forty-five (45) days prior to termination, Contractor shall provide City with a written notice specifying City's alleged default and providing City with a forty-five (45) day period to cure the default. Should City timely cure such default, the Agreement shall continue. Should City fail to timely or adequately cure such default, Contractor may terminate this Agreement by issuance of written notice to City.

SECTION 9. GENERAL PROVISIONS

9.1 **Assignment or Transfer**. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

9.2 **Loss and Damage**. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

9.3 **Liquidated Damages**. The Parties agree that City has a legitimate interest in ensuring that Contractor provides the Services (including performance of all duties and responsibilities) required under this Agreement in a consistent and reliable manner, and that Contractor's failure to timely provide such Services or to provide them in an inadequate manner will cause City to suffer damages and that it is, and will be, impractical and extremely difficult to ascertain and determine the exact amount of damages or to calculate actual damages. Therefore, in addition to City's right to treat such non-performance as a material breach of, and to terminate, this Agreement, the Parties agree that liquidated damages, as provided herein, represent a reasonable estimate of the monetary damages that reasonably could be anticipated and that proof of actual damages would be costly or impractical. The Parties specifically confirm the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made. Therefore, in lieu of actual damages, Contractor is subject to payment of $500 per failure to perform, per day. City may, at its election, deduct any assessed liquidated damages from payment due, or that will become due, to Contractor from City.

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

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

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

9.7 **Integration**. This Agreement, including the attached Exhibits "A" through "F" and other Contract Documents, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between

Contractor and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding.

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

9.9 **Prohibited Interests**. Contractor represents and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

9.10 **Amendments**. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Contractor and City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Eastvale Municipal Code. All other amendments shall be approved by the City Council. The Parties agree that the requirement for amendments or modifications to be in writing cannot be waived and that any attempted waiver shall be void.

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

9.12 **Delivery of Notices**. All notices required or permitted to be given under this Agreement shall be in writing and shall be given to the respective parties at the email addresses or physical addresses listed in Exhibit "D", or at such other address as the respective parties may provide in writing for this purpose. Such notice shall be deemed made when emailed or personally delivered or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

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

9.14 **Waiver**. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party or any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or

violation of any provision of this Agreement. Acceptance by City of any Services by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

9.15 **Attorney's Fees, Costs and Expenses**. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees and Costs and Expenses, in addition to any other relief to which it may be entitled.

9.16 **Subcontracting**. Contractor shall not subcontract any portion of the Services, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions of this Agreement.

9.17 **Counterparts**. This Agreement may be signed in counterparts, each of which shall constitute an original.

9.18 **Authority to Execute.** The person or persons executing this Agreement on behalf of Contractor represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Contractor to the performance of its obligations hereunder.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF EASTVALE

_____
Mark Orme, City Manager

ATTEST:

_____
Marc Donohue, City Clerk

APPROVED AS TO FORM:

_____
Erica Vega, City Attorney

ECONOLITE SYSTEMS, INC.

_____
By: Avishek Basu
Its: VP, Finance and Treasurer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On _____, 20__, before me, _____
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alternation of the document or fraudulent reattachment of this form to an unintended document.

CAPACIT(IES) CLAIMED BY SIGNER(S)

Signer's Name: _____

¨ Individual
¨ Corporate Officer

_____
Title(s)

¨ Partner(s) ¨ Limited ¨ General

¨ Attorney-In-Fact
¨ Trustee(s)
¨ Guardian/Conservator
¨ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number Of Pages

_____
Date Of Document

_____
Signer(s) Other Than Named Above

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_____

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Title or Type of Document

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Number Of Pages

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Date Of Document

_____
Signer(s) Other Than Named Above

EXHIBIT "A"

SCOPE OF SERVICES

Consultant/Contractor shall perform services as described below.

1) TRAFFIC SIGNAL MAINTENANCE AND REPAIR SERVICES

a) GENERAL REQUIREMENTS

i) The Contractor shall furnish all tools, equipment, apparatus, facilities, labor, services, and materials, and perform all work necessary to provide, in a good and workmanlike manner, routine preventive maintenance, scheduled repairs, and emergency responses to traffic signal system including traffic signals, traffic signal equipment, flashing beacons, and other related equipment in compliance with currently Caltrans and City used standards and specifications.

ii) The Contractor should anticipate receiving requests for maintenance services outside of the Contractor's normally scheduled preventative maintenance program. These requests for services may be received by telephone, written correspondence, other electronic means of communication (email, text message and/or City's citizen reporting portal), or by a City-issued work order. Requests for services may originate from various sources. Contractor shall maintain 24-hour response capabilities to effectively address and respond to requests for services. All requests shall be addressed by an appropriate, timely response as outlined in these specifications. If the Contractor is called out by City personnel other than the Engineering Division, such as the Riverside County Sheriff's Office, Contractor shall notify the City's Project Manager, or their representative(s) via email, phone, or text.

iii) The Contractor shall assign only fully qualified personnel in the performance of this contract. Level II IMSA technician(s) will provide support for day-to-day maintenance and emergency response. The Level III IMSA technician will provide support services for advanced troubleshooting, oversight, and complex failures. Certification must be always held in good standing and be maintained current throughout the entire duration of the contract.

iv) The Contractor shall maintain adequate storage and shop facilities and sufficient stock of spare parts and signal equipment to affect maintenance to the signals at its sole expense and responsibility. The

Contractor shall maintain at least one fully tested standby controller that is compatible with the City's system. The Contractor will own and maintain all spare parts until installation in the City.

v) New equipment installed by the Contractor shall be covered with a material and workmanship warranty for one (1) year after acceptance by the City. Where parts or materials become defective during this warranty period, the Contractor shall notify the City so that the warranty may be exercised. The Contractor shall be responsible for exercising maintenance and replacement covered by the warranty. No additional or separate compensation shall be paid for warranty service work. At expiration of the warranty, servicing of traffic signals shall be performed in accordance with this contract.

vi) The Contractor shall not represent the City in matters of policy or procedures under this contract, shall not make any reference to City policy or procedures, and shall refer all questions or inquiries from the public regarding policy and procedures, or terms and conditions of this contract to the City.

vii) The Contractor will be required to maintain any additional traffic signals, streetlights, and appurtenant devices as they are installed, or become a part of the maintenance requirement to the City at the applicable cost for preventative maintenance and scheduled repair at proposed unit rates for other maintenance as for existing traffic signals, streetlights, speed radar feedback signs, and flashing beacons, commencing on the date of acceptance of the installation.

viii) If requested by the City, the Contractor shall mark all traffic signal conduits and interconnect/communication conduits. The City will monitor notifications submitted by Underground Service Alert (USA) to the City, and will furnish appliable notifications to the Contractor to coordinate markings that may be scheduled for excavations. The Contractor shall monitor and track the marking of any affected intersection and record the action in the controller cabinet, with a copy provided to the City.

ix) Adjacent improvements such as street pavement, curbs, sidewalks, sprinklers, landscaping, hardscaping, driveways, and gutter damaged as a result of the Contractor's operation shall be repaired to the satisfaction of the City Engineer or representative at the Contractor's expense.

x) All work performed or equipment/parts supplied by the Contractor shall be subject to the inspection and approval of the City's representative.

xi) Meetings may be required for the purpose of discussing contract provisions, problems and/or issues and ensuring that the work is proceeding as per the contract documents. The Contractor will be notified in advance and required to attend and participate in these meetings with City staff as needed. These meetings will be called by the City Engineer or their authorized representative. Full compensation for attending these meetings shall be considered as included in the various items of work and no additional compensation shall therefore be allowed.

b) TRAFFIC SIGNAL MAINTENANCE REQUIREMENTS

i) Initial Traffic Signal System Health Check

Upon commencement of this contract, the Contractor shall perform a traffic signal health check at each intersection. The objective is to determine whether or not the traffic signal system is operating at its full potential. A secondary objective of this health check is to assist the City in planning for future maintenance and upgrade needs by identifying existing components that are not consistent with current industry standards and/or subject to equipment failure and need for repair.

Contractor shall provide City a report that summarizes the initial traffic signal system health check with recommendations to maintain system operations and prevent future maintenance and performance issues. The report should include an inventory of the equipment in the controller cabinet at each location. The report shall also note any discontinued equipment currently deployed. Items to be checked include:

- Inventory of the equipment, including the following information:
  - model manufacturer
  - serial number
  - software version, if applicable
  - quantity of each piece of equipment
  - installation date
  - photos
- Age and operation of traffic controller (includes screen, buttons, lights)

- Age and operation of conflict monitor
- Age and operation of detector outputs
- Check inductance of traffic loops
- Check splices of electrical wires in pull box and at terminal boxes
- Check splices of DLC in pull box or hand holes
- Check electrical wire inputs and outputs in traffic cabinet
- Check cabinet filter and fan
- Check BBS operation, including battery life and inverter

Contractor shall submit a draft version of the Initial Traffic Signal System Health Check Summary Report for review by the City within ninety (90) days from the date of Notice to Proceed. The City shall review the draft report and, if deemed incomplete, provide a written response to the contractor with a description of the basis of the determination that the report is incomplete within thirty (30) days from the date the City receives the draft report. Contractor shall submit a final report (if incomplete) with all required corrections within thirty (30) days from the date the City provides its response.

- Payment for the Initial Traffic Signal System Health Check shall be approved by the City based on the submittal of an invoice requesting payment with the final and complete Initial Traffic Signal System Health Check Summary Report attached.

ii) Routine Preventative Maintenance Program and Schedule

Contractor shall provide a comprehensive routine preventive maintenance program designed to minimize outages and malfunctions; reduce complaints; and extend the useful life of the traffic signal equipment on a monthly cycle unless noticed otherwise. Additionally, Contractor shall provide a preventative maintenance schedule to the City. An example would be preventative maintenance to occur on the first Wednesday every month. Every month, the Contractor shall provide the following services at each traffic signal location listed herein.

(1) Walk the intersection and visually inspect the following for proper

operation:

- controllers.
- all vehicular and pedestrian signals.
- all illuminated street name sign
- all vehicular traffic signal heads and pedestrian heads for alignment, broken lenses, burned out lamps, and any missing parts
- all safety lights
- all flashing beacons
- all speed radar feedback signs

(2) Check and actuate each pedestrian push button and audible equipment for proper operation.

(3) Remove any easily removable, unauthorized signs, stickers and posters and note any graffiti existing on signal poles or equipment. Notify City immediately of any graffiti observed on traffic signal equipment.

(4) Manually place vehicle and pedestrian calls on each phase through the cabinet test switches or the controller keypad to verify controller servicing of each active phase. Check controller logs for any faults that have occurred and make notes for the file. Verify signal timing is current with timing sheet in cabinet. Verify time and dates are correct in any conflict monitor unit (CMU/MMU) with an internal clock. CMU shall be tested at least once per year.

(5) Check controller time clock and dates for drift and reset on each preventative maintenance round. In addition, all signal controller time clocks and yellow flashing beacons shall be reset within forty-eight (48) hours of changes from Pacific Standard Time to Daylight Savings Time, and vice versa.

(6) Observe and check for proper operation of detector loops and amplifiers. Check all detector loops for sealant deterioration, exposed wire, etc. Adjust detector amplifiers and correct substandard splices as necessary. For intersections with video detection, verify camera operation by monitoring the vehicle call on the video controller unit, and verify the calls going to the detector call page in the controller. Verify that video detection camera lenses, and CCTV domes/enclosures are clean and the video processor system is operable.

(7) Check equipment displays and indicators. Verify that all LED and LCD displays and indications on all cabinet equipment is working properly.

(8) Test any pre-emption devices for proper operation (if equipped).

(9) Inspect all relays, switches, and terminals and replace or make adjustments as necessary. Check that each plug-in component fits tightly and securely.

(10) Check controller cabinet mounting. Check the snugness on the anchor bolts and tighten if necessary. Be sure not to distort the cabinet door opening by overtightening.

(11) Check controller cabinet foundation seal. If evidence of water is present in the bottom of the cabinet, check the seal for deterioration and report the need to reseal the cabinet foundation.

(12) Check controller cabinet door gaskets and other enclosures for evidence of moisture or deterioration. Report to the City the need to replace gasket(s) showing signs of leaking or deterioration.

(13) Check cabinet fan for proper operation and verify cabin fan thermostat is set at 96 degrees.

(14) Clean and thoroughly vacuum cabinet. Blow or brush off shelves, terminal blocks, and components.

(15) Check air filters. Filters shall be replaced in all cabinets so equipped every six (6) months. Filter replacement shall be noted on the log stored in the traffic signal cabinet.

(16) Check cabinet hinges, locks, and Police Cabinet Switch lock for proper operation. Lubricate all hinges and locks with appropriate lubrication on each preventative maintenance round. Check for the free movement of all doors, latching assemblies, and locks on the controller cabinet, service cabinet, and any other enclosures. Spray with a minimum amount of oil and wipe off any excess.

(17) Check cabinet interior light for proper operation.

(18) Check for signs of insect or rodent infestation. Check for signs of ants, wasps, or other insects or rodents within the cabinet. Use appropriate insect sprays, traps or powders if any positive signs of infestation are discovered. More serious problems should be reported to the City's representative.

(19) Check Ground Fault Circuit (GFCI). Verify the proper operation of the "Test" and "Reset" buttons on GFCI type outlets.

(20) Check Service Connections. Verify the neutral,

ground, and power connections are secure in the controller and service cabinets.

(21) Quarterly, inspect battery back-up system (if equipped) to ensure unit is fully charged. Check all battery connections to ensure they are clean and secure. Oil battery terminals with approved battery oil to reduce corrosion potential. Check battery backup display for AC IN, UPS OUTPUT, and INVERTER indications. All should be on when utility power is supplied to the cabinet. Also, check battery level and load level displays. Test batteries quarterly. Make note if either is out of range. Keep records of events recorded and total battery run time between maintenance checks to help indicate problem intersections.

(22) Annually inspect and test each traffic signal conflict monitor.

(23) Check system telemetry on controller display and phone modem (if equipped) located in the cabinet. Report any malfunction to the City's representative.

(24) Institute a routine night-time check of all safety lights and illuminated street name signs (if equipped) at all signalized intersections and submit a report and an estimate for any repairs necessary to the City for approval. Contractor shall notify the City of their night-time check procedures.

(25) Contractor shall replace or repair any and all defective parts of the signal system which cause the signal failure or malfunction, as the occasion arises, such as the signal controller, master controllers, modems, signal monitor units, push buttons, relays, interconnect, flashers, all kinds of lamp burnouts, detector loops, home run locations, sensing units, video detection camera misalignment, safety lights, illuminated street name sign lights, and wiring system, etc.

The Contractor shall develop and maintain an Inspection Checklist that aligns with the routine preventive maintenance program outlined in this Section. A copy of the Checklist must be stored in the controller cabinet at each intersection. The Checklist shall be fully completed during each routine maintenance inspection, and any time repairs are performed on the controller, related equipment within the cabinet, or any signal equipment at the intersection (e.g., detector loops, pedestrian signals, signal heads, lenses, lamps, and signal poles). A copy shall be submitted to the City every time the list is updated.

The Contractor shall also maintain a copy of the inventory list of the equipment in the controller cabinet at each location listed in Exhibit III. This list must be continuously updated, with an updated copy submitted to the City every six months or upon request.

A printout of the signal control database shall be stored in each controller cabinet. Any changes to signal timing must be clearly noted on the printout. Timing changes shall only be made with prior authorization from the City's representative, except in cases where the Contractor must implement temporary changes due to maintenance operations or to ensure proper signal operation during detection failures.Payment for the routine preventative maintenance services shall be based on fixed-fee shown herein.

iii) Scheduled Repairs

Any deficiencies, required repairs, or recommendations identified during routine preventive maintenance of traffic signal equipment shall be reported to the City. The Contractor may be required to submit a proposal and obtain City approval prior to performing such repairs.

Contractor shall also anticipate receiving requests for maintenance services outside of the regularly scheduled preventive maintenance program. These requests may be submitted via telephone, written correspondence, electronic commnication (email, text message and/or City's citizen reporting portal), or through a City-issued work order, and may originate from various sources.

All service requests shall be acknowledged within one (1) business day and completed within ten (10) business days, unless otherwise approved by the City.

In addition, the Contractor shall identify, investigate and determine corrective requirements for any reported malfunction, failure, or outage of the traffic signal systems. The equipment and components to be maintained and repaired shall include, but are not limited to the following elements:

- Traffic Signals: Incandescent Lamps, Light Emitting Diode (LED) signal faces, Conflict Monitors, Internally Illuminated

Street Name Sign Tubes, LED Illuminated Street Name Signs, Signal Safety Lights, Load Switches, Detector Amplifiers, Transfer Switches, Flasher Switches, Breaker Switches, Ballasts, Starters, Sockets, Fuses, Fuse Holders, Photoelectric Cells, and Signal and Safety Light Wiring in Poles.

- Speed Radar Feedback Signs: speed radar feedback sign display and controller, power control units, solar panels, batteries, conductors/wiring, sign posts/poles, and electrical service equipment. Replacement of radar feedback sign display, controller, and solar panel will require approval of City staff prior to replacement.

Scheduled repairs may include assisting the City for special events or for City construction projects, as necessary to implement revised traffic signal timing and phasing for changed traffic conditions. No permanent change shall be made without prior approval of the City. Whenever equipment is removed, the City representative shall be notified by phone and email within twenty-four (24) hours, except weekends and holidays (where the firm shall wait until the next calendar day to notify the City representative).

If requested, Contractor shall provide the City with a cost estimate for scheduled repairs not less than five (5) working days prior to the scheduled beginning of the repairs. The estimate shall be based on a time & materials (T&M) using the rates specified in this Exhibit. The Contractor shall not begin work on any scheduled repairs until City has approved the estimate for the repairs in writing.

Payment for scheduled repair services will be made on a time and materials basis using the hourly labor and equipment rates for the actual technician and equipment utilized. Materials will be paid at the supplier's cost plus a markup not-to-exceed 15%. The Contractor shall provide copies of the supplier's original written invoice for all materials prior to their installation or use. Invoices for equipment or materials purchased by the Contractor will not be approved for payment by the City until the equipment or materials are fully installed and functioning

as intended. Payment for scheduled repairs shall not exceed the amount approved in the estimate without a written amendment to the estimate. The City reserves the right to furnish supplies, materials, and install equipment required for performance of the work.

iv) **Emergency Responses Services**

The Contractor shall provide and maintain emergency services response on a twenty-four (24) hours per day, seven (7) days per week basis (24/7), including all holidays.

The Contractor shall provide the City with a contact name and phone number of personnel responsible for 24/7 services. This telephone number will be made available to all persons designated by the City.

Emergency Response Work may include, but is not limited to the following: downed signal heads, poles, signal on flash, signal blackout, burned out lamps, damaged controller and cabinet, damaged illuminated street name sign, damaged inductive loops, sensing elements, pedestrian push buttons, pedestrian signal heads, wiring, and other operational equipment related issues.

Contractor shall respond immediately to emergency calls. Contractor shall dispatch qualified personnel and equipment to reach the site within one (1) hour under normal circumstances.

Repair, replace or otherwise render in good working order any and all defective parts of the traffic signal equipment with like make and model parts. Whenever equipment is removed, the City representative shall be notified by phone and email within twenty-four (24) hours.

Contractor shall cover the cost of replacing any parts to the traffic signal system. The City shall reimburse the Contractor for materials used for repairs, in an amount equal to the cost of the materials including an agreed mark-up price.

Contractor shall notify the City representative in advance of any traffic signal deactivations (by phone and email) that may be required to provide the required services. Traffic signal deactivations shall not be scheduled without the approval of an authorized representative of the

City. All traffic signal controller equipment shall be maintained as recommended by the manufacturer.

Upon completion of the emergency work, inform the City that the emergency work has been completed. Prepare estimates showing the cost breakdown of labor, equipment, and material for replacement of such parts or equipment and submit the information to the City. The estimate shall be based on time & materials (T&M). Payment for emergency response services will be made on a time and materials basis using the hourly labor and equipment rates for the actual technician and equipment utilized. Materials will be paid at the supplier's cost plus a markup not-to-exceed 15%. Contractor shall provide copies of the supplier's original written invoice for all materials prior to their installation or use. Invoices for equipment or materials purchased by the Contractor will not be approved for payment by the City until the equipment or materials are fully installed and functioning as intended.

c) TRAFFIC CONTROL

Contractor shall always provide safe and continuous passage for pedestrian and vehicular traffic. Contractor shall furnish and maintain all warning lights, signs, flares, barricades, delineators, detours and other facilities necessary for the sole convenience and direction of public traffic. All traffic control shall conform to, and be placed in accordance with, the current California Manual on Uniform Traffic Control Devices (CA MUTCD).

- At least one twelve (12) foot travel lane in each direction shall be open to traffic at all times unless otherwise approved by the City Engineer. Not more than one intersecting street shall be closed at any one time without the prior approval of the City Engineer or his authorized representative.
- No lane closures on arterial highways will be permitted between the hours of 8:30 a.m. to 3:30 p.m., unless an emergency situation exists and such a closure is necessary to safeguard the traveling public. Separation between travel lanes, channelization, and delineation of the maintenance area shall be accomplished by the use of delineators and/or cones placed at a maximum of 15 feet on center.
- Maintenance operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property

owners. Access to driveways, houses, and buildings along the line of work shall be maintained and temporary approaches to crossings or intersecting streets shall be provided and kept in good condition. No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic. At the end of each day's work and at other times when maintenance operations are suspended for any reason, all equipment and other obstructions shall be removed from the portion of the roadway and open it for use by public traffic.

- Pedestrian traffic shall be maintained in a safe manner at all times. Pedestrian and emergency vehicular access shall be maintained to all residences, businesses and manufacturing establishments within the work area.
- Each vehicle used to place and remove components of a traffic control system on multi-lane highways shall be equipped with a flashing arrow sign which shall be in operation when the vehicle is being used for placing, maintaining or removing said components. The flashing arrow sign shall be in place before lane closure(s) requiring its use is implemented.
- When maintenance is complete, Contractor shall remove all traffic control signs, barricades, delineators, etc., from the site.
- Failure to provide adequate safety devices, as directed by the City Engineer, will cause the City to install safety devices as needed and the cost will be assessed to the Contractor at the City's actual cost. The City shall be entitled to offset any costs incurred against the Contractor's invoice. All costs for traffic control shall be included in the various items of work, and no additional compensation will be allowed.

d) PAYMENT

i) Monthly Activity Report

The Contractor shall provide a computerized monthly activity report to the City each month for the previous month's activities. Report shall provide a brief description of all preventative maintenance and emergency service activities, and shall be attached to the monthly invoice. No payment will be made without submittal of the report. Report shall include the following:

- Routine Preventative Maintenance: Location, date, and time preventative maintenance was performed.
- Scheduled Repairs: Complete record of all work performed on the traffic signal equipment during the previous month including

signal location, date, time, make, model, serial number of major components or other equipment that was installed.

- Emergency Response Work: Signal location, date, time emergency call was received, time Contractor arrived at signal location, description of the problem, number of hours spent for each repair, equipment and material used.

ii) Payment

The Contractor shall submit separate invoices based on the type of activities performed in the previous month. Routine preventative maintenance and scheduled repairs must be invoiced separately. Each emergency response activity shall be invoiced individually. Many traffic signal maintenance activities are funded through the City's Community Facilities Districts (CFDs) and Landscaping and Lighting Maintenance Districts (LLMDs). The Contractor shall include a summary table on the cover sheet of each invoice, itemizing charges by CFD and LLMD. CFD and LLMD maps are provided in Exhibit IV and Exhibit V, respectively.

2) MONUMENT MAINTENANCE AND REPAIR SERVICES

a) GENERAL DESCRIPTION

i) Contractor shall furnish all tools, equipment, apparatus, facilities, labor, services, and materials, and perform all work necessary to provide, in a good and workmanlike manner, routine preventive maintenance, scheduled repairs, and emergency responses to monuments and other related equipment.

ii) Contractor shall provide routine and as-needed maintenance services for two (2) existing, City-owned, internally illuminated aluminum **monument signs**. The monuments are solar powered with internal LED illumination and battery systems. Maintenance services provided by the Contractor shall ensure the monuments remain fully operational, structurally sound, clean, safe, and visually consistent with the original design intent. The City may later add more monuments for the Contractor to maintain. In this case, the City will let the Contractor know of the change in quantity of monuments to be maintained and confirm pricing prior to including additional monuments in this contract. The City expects pricing for additional monuments to be consistent with proposed or current contract pricing, whichever is applicable at the time of any addition of monuments.

iii) All work shall be performed in accordance with the approved monument design and specifications contained in the Monument Specifications.

iv) Each monument includes, but is not limited to, the following components:

- Aluminum monument sign structure (approx. 13 feet tall x 4 feet wide x 4 feet deep)
- Painted aluminum panels (matching PMS 280 Blue and PMS 428 Gray)
- Internally illuminated LED system (approx. 7000K LED modules)
- Push-through acrylic letters and logos (¾-inch thick with ½-inch reveal)
- Internal aluminum framing system
- Solar power system with pole-mounted panels
- Internal battery storage system
- Steel support post (4-inch diameter steel pipe) set in reinforced concrete footing
- Removable service access panels with tamper-resistant hardware
- Concrete mow strip at base

b) MONUMENT MAINTENANCE REQUIREMENTS

i) Routine Preventative Maintenance

The Contractor shall maintain the current monuments and any additional monuments that come under the ownership of the City. Routine Preventative Maintenance shall include the following:

- Monthly Maintenance of Two Median Monuments:

  The Contractor shall provide routine maintenance services, which may include: Visual inspection of monument structure, panels, and finishes; inspection of push-through letters, logos, and acrylic faces; Checking integrity of fasteners, access panels, vents, and hardware; Cleaning of exterior surfaces, including painted aluminum and acrylic components; Removal of dirt, debris, graffiti, or surface staining using non-abrasive methods; Inspection of LED modules for uniform illumination and color consistency; Inspection of solar panels for cleanliness, alignment, and secure mounting.

- Maintenance of electrical and solar components shall include: Inspection of LED modules, drivers, wiring, and internal power

supplies; Verification of proper operation of internal switches and electrical enclosures; Inspection of battery systems housed within the monument cabinet; Testing battery performance and reviewing charging functionality; Inspection of solar panels, mounts, and conduit for damage or corrosion; Replacement of failed LED modules, drivers, wiring, or batteries, as authorized; Ensuring all electrical components remain UL-listed and code-compliant.

ii) Scheduled Repairs

Scheduled repairs are intended to proactively address expected wear, aging, and performance degradation of monument components in order to maintain continuous operation, safety, and appearance of the City-owned monument signs.

Scheduled repairs may include, but are not limited to, the following work items:

- **Structural & Exterior Components**
  - Repair or replacement of damaged or deteriorated aluminum panels
  - Correction of loose, warped, or misaligned panels
  - Repair or reinstallation of push-through acrylic letters and logos
  - Replacement of cracked, faded, or damaged acrylic components
  - Tightening, replacement, or reapplication of tamper-resistant fasteners
  - Repair or replacement of access panels and ventilation openings

- Paint & Finish Restoration
  - Touch-up or repainting of aluminum surfaces exhibiting peeling, fading, or corrosion
  - Color matching to original specifications (PMS 280 Blue and PMS 428 Gray)
  - Surface preparation and application methods suitable for outdoor monument signage

- Electrical & Illumination System

- Scheduled replacement of LED modules approaching end-of-life
- Replacement of failed or under-performing LED drivers or power supplies
- Inspection and replacement of aged wiring, connectors, and internal components
- Adjustment or recalibration to ensure uniform illumination and color consistency

- Solar & Battery Systems
  - Scheduled replacement of internal batteries based on manufacturer recommendations or performance testing
  - Inspection and repair of solar panel mounts and brackets
  - Cleaning, realignment, or replacement of solar panels as needed
  - Verification of charging performance and battery capacity

- Materials and Compatibility
  - All repair materials shall be equal to or better than the original specified components.
  - Replacement parts shall be compatible with existing monument design, electrical load, and solar capacity.
  - Substitution of materials or components requires prior written approval by the City.

- Workmanship Standards
  - All repairs shall be performed in a professional manner by qualified personnel experienced in monument signage, electrical systems, and solar-powered installations.
  - Repairs shall restore the monument to full functional and aesthetic condition consistent with the approved specifications and drawings.
  - All work shall comply with applicable codes, safety regulations, and manufacturer requirements.

- Documentation

  Following completion of scheduled repairs, the Contractor shall provide a written summary including:

  - Description of repairs performed

- Components repaired or replaced
- Date of service
- Observed conditions requiring future monitoring

iii) Emergency Response Services

Emergency repairs are defined as unplanned, urgent repair services required to immediately address conditions that pose a public safety risk, electrical hazard, structural instability, complete loss of illumination, or risk of further damage to the City-owned monument signs.

- Emergency Conditions

  Emergency repairs may be required under, but are not limited to, the following circumstances:

  - Complete loss of monument illumination
  - Electrical hazards, exposed wiring, or damaged electrical components
  - Failed or inoperative solar or battery systems affecting sign operation
  - Structural damage to monument panels, framing, or support components
  - Vandalism, vehicle impact, or storm-related damage
  - Loose, detached, or unsafe sign components
  - Any condition determined by the City to require immediate attention to protect public safety, City assets, or aesthetics

- Response Time Requirements

The Contractor shall meet the following response standards for emergency repairs:

- Initial Response: Contractor shall respond within 24 hours of notification from the City, including after normal business hours if required.

- On-Site Assessment: Contractor shall perform an on-site evaluation as soon as practicable to assess the condition, identify hazards, and implement temporary stabilization measures if necessary.
- Temporary Safety Measures: If permanent repair cannot be completed immediately, the Contractor shall take appropriate temporary actions to:
  - Secure unsafe components;
  - Eliminate electrical hazards; and
  - Prevent further damage.

- Scope of Emergency Repair Services

All emergency work shall prioritize safety and protection of the public. Emergency repair services may include, but are not limited to:

- Emergency electrical shut-off or isolation
- Replacement or temporary bypass of failed LED modules, drivers, or power supplies
- Temporary or permanent repair of damaged wiring or conduits
- Temporary stabilization or removal of damaged panels, lettering, or framing
- Repair or securing of access panels and tamper-resistant hardware
- Solar panel disconnection, realignment, or repair following damage

- City Authorization

  - The Contractor may perform immediate actions necessary to mitigate hazards without prior authorization when public safety is at risk.
  - Permanent or non-hazard mitigation repairs shall require City authorization, except where otherwise permitted in the contract.
  - The Contractor shall notify the City as soon as practicable following any emergency response.

- Materials and Repairs

- Permanent emergency repairs shall utilize materials equal to or better than the original monument specifications.
- Replacement components shall be compatible with existing structural, electrical, and solar systems.
- Temporary repairs shall be replaced with permanent repairs upon City approval.

- Documentation

For each emergency repair event, the Contractor shall provide written documentation to the City, including:

- Date and time of notification;
- Description of emergency condition;
- Immediate actions taken;
- Temporary and/or permanent repairs completed; and
- Recommended follow-up or scheduled repairs.

c) TRAFFIC CONROL

Contractor shall always provide safe and continuous passage for pedestrian and vehicular traffic. Contractor shall furnish and maintain all warning lights, signs, flares, barricades, delineators, detours and other facilities necessary for the sole convenience and direction of public traffic. All traffic control shall conform to, and be placed in accordance with, the current California Manual on Uniform Traffic Control Devices (CA MUTCD).

- At least one twelve (12) foot travel lane in each direction shall be open to traffic at all times unless otherwise approved by the City Engineer. Not more than one intersecting street shall be closed at any one time without the prior approval of the City Engineer or his authorized representative.

- No lane closures on arterial highways will be permitted between the hours of 8:30 a.m. to 3:30 p.m., unless an emergency situation exists and such a closure is necessary to safeguard the traveling public. Separation between travel lanes, channelization, and delineation of the maintenance area shall be accomplished by the use of delineators and/or cones placed at a maximum of 15 feet on center.

- Maintenance operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners. Access to driveways, houses, and buildings along the line of work shall be maintained and temporary approaches to crossings or intersecting streets shall be provided and kept in good condition. No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic. At the end of each day's work and at other times when maintenance operations are suspended for any reason, all equipment and other obstructions shall be removed from the portion of the roadway and open it for use by public traffic.

- Pedestrian traffic shall be maintained in a safe manner at all times. Pedestrian and emergency vehicular access shall be maintained to all residences, businesses and manufacturing establishments within the work area.

- Each vehicle used to place and remove components of a traffic control system on multi-lane highways shall be equipped with a flashing arrow sign which shall be in operation when the vehicle is being used for placing, maintaining or removing said components. The flashing arrow sign shall be in place before lane closure(s) requiring its use is implemented.

- When maintenance is complete, Contractor shall remove all traffic control signs, barricades, delineators, etc., from the site.

- Failure to provide adequate safety devices, as directed by the City Engineer, will cause the City to install safety devices as needed and the cost will be assessed to the Contractor at the City's actual cost. The City shall be entitled to offset any costs incurred against the Contractor's invoice. All costs for traffic control shall be included in the various items of work, and no additional compensation will be allowed.

d) PAYMENT

i) **Monthly Activity Report**

The Contractor shall provide a computerized monthly activity report to the City each month for the previous month's activities. Report shall provide a brief description of all preventative maintenance and emergency service activities and

shall be attached to the monthly invoice. No payment will be made without submittal of the report. Report shall include the following:

- Routine Preventative Maintenance: Location, date, and time preventative maintenance was performed.
- Scheduled Repairs: Complete record of all work performed on the monument during the previous month including monument location, date, time, make, model, serial number of major components or other equipment that was installed.
- Emergency Response Work: Monument location, date, time emergency call was received, time Contractor arrived at the location, description of the problem, number of hours spent for each repair, equipment and material used.

ii) **Payment**

Routine Preventative Maintenance, Scheduled Repairs and Emergency Response work, shall be compensated in accordance with the pricing structure defined in the following pages.

EXHIBIT “B”

SCHEDULE OF PERFORMANCE

Schedule of performance shall vary according to the predetermined schedule as listed on Exhibit “C” along with the corresponding Compensation rates (period/year), City needs, and budget availability.

EXHIBIT “C”

COMPENSATION

The total compensation for services rendered under this Agreement shall not exceed Two-Hundred and Fifty-Thousand Dollars ($250,000) per fiscal year (July 1 through June 30). Pricing shall be in accordance with the following pages (Sections II – III) per Compensation provided in RFP No. 26-107EG, Best and Final Offer.

EXHIBIT "D"

REPRESENTATIVES

CITY'S REPRESENTATIVE

City of Eastvale
Public Works/Engineering
Attn: **Jimmy Chung, Public Works Director/ City Engineer**
2363 Limonite Ave #910
Eastvale, CA 91752
Phone: (951) 361-0900
Email Address: jchung@eastvaleca.gov

CONTRACTOR'S REPRESENTATIVE

Econolite Systems, Inc.
Avishek Basu
Attn: **Avishek Basu, Vice President, Finance & Treasurer**
1250 N. Tustin Ave.
Anaheim, California 92807
Office: (714) 630-3700
Email Address: abasu@econolite.com

EXHIBIT “E”

BONDS REQUIRED

NO BONDS REQUIRED

EXHIBIT "F"

INSURANCE REQUIREMENTS FOR CITY OF EASTVALE

Contractor shall procure and maintain for the duration of the contract agreement, at its own cost and expense, the following insurance policies and coverage with companies qualified and approved to do business in California and acceptable to City.

1) Commercial General Liability Insurance

a) Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than $2,000,000 per occurrence, $4,000,000 general aggregate, and $2,000,000 products and completed operations. The policy shall include a per project or per location general aggregate endorsement. If a per project/location endorsement is not available, the limit for the general aggregate shall be doubled.

b) The policy shall allow and be endorsed as primary and not seek contribution from the City's coverage.

c) The policy(s) shall provide and be endorsed to include, the City, its officers, officials, employees, agents, and volunteers as additional insureds on ISO form CG 20 10 (or equivalent) for ongoing operations, and, for construction or service agreements, ISO form CG 20 37 (or equivalent) for completed operations.

d) Any failure to comply with reporting provisions of the policies by Contractor shall not affect coverage provided to the City.

e) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

f) Coverage shall provide and be endorsed to include a waiver of subrogation in favor of the City and its officers, officials, employees, agents, and volunteers.

2) Business Automobile Liability

a) Contractor shall provide automobile liability coverage for owned, non-owned, and hired autos using ISO Business Automobile Coverage form CA 00 01 (or equivalent) with a limit of not less than $1,000,000 each accident. If the Contractor's business/company does not own any automobiles, coverage for hired and non-owned autos shall be provided. The policy shall provide and be endorsed that the City, its officers, officials, employees, agents, and volunteers are included or named as additional insureds.

b) The policy shall provide and be endorsed to include a waiver of subrogation in favor of the City, its officers, officials, employees, agents, and volunteers.

3) Umbrella or Excess Liability

a) The limits of liability for commercial general liability and automobile liability may be provided through a combination of primary and umbrella or excess liability policies provided each policy complies with the requirements set forth in this agreement. Excess policies shall be follow-form to the underlying policies. Umbrella or excess policies shall include City and its officers, officials, employees, agents, and volunteers as additional insured.

4) Workers' Compensation and Employers' Liability - Statutory

a) Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than $1,000,000 each accident, $1,000,000 by disease-policy limit, and $1,000,000 by disease-each employee. No proprietor, partner, executive officer, or member shall be excluded. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of City.

b) The insurer, if insurance is provided, or Contractor, if a program of self-insurance is provided, shall allow, and be endorsed to waive all rights of subrogation against City and its officers, officials, employees, agents, and volunteers.

c) The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Contractor does not have any employees.

5) All Coverages

a) Any available insurance proceeds broader than, or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements are sufficient to cover the obligations of the Contractor.

b) Each required insurance policy shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days' prior written notice, has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for

nonpayment of premium. If a carrier will not provide the required notice of cancellation, the Contractor shall provide written notice to the City of a cancellation no later than five (5) business days before cancellation.

c) All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.
d) Evidence of Insurance - Prior to commencement of work, the Contractor shall furnish the City with certificate(s) of insurance evidencing compliance with the insurance requirements above. All required endorsements shall be attached to the certificate(s), including additional insured, waiver of subrogation, primary coverage, and notice of cancellation endorsements. The Contractor shall provide complete or certified copies of all required insurance policies if requested by the City.
e) Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A- VII or higher.
f) Hired Parties - Contractors who will use subcontractors or other parties to provide materials, services, or perform construction or other work for the Contractor must enter into a written and executed contract agreement with each of its subcontractors, vendors, agents, subconsultants and/or any other parties, collectively, “hired parties”. The contract agreement must contain a defense, indemnification and hold harmless provision in favor of the City and its officers, officials, employees, agents, and volunteers. The contract agreement shall also cause the hired parties to comply with the insurance requirements required of the Contractor, including providing an additional insured endorsement for ongoing and completed operations. Contractor shall obtain certificates of insurance and additional insured endorsements from each of its hired parties and provide a copy to City upon request.

RFP No. 26-107EG TRAFFIC SIGNAL & STREETLIGHT MAINTENANCE SERVICES COMPENSATION

Exhibit "C"

SECTION I. TRAFFIC SIGNAL MAINTENANCE AND REPAIR SERVICES

1. SYSTEM HEALTH ASSESSMENT

ITEM #	DESCRIPTION	UOM	QTY	PERIOD/ YEAR	UNIT PRICE	TOTAL AMOUNT (UNIT PRICE X QTY)
1	Initial Traffic Signal System Health Check	LUMP SUM	$ 1.00	N/A	$ 20,682.50	$ 20,682.50

2. ROUTINE PREVENTATIVE MAINTENANCE

ITEM #	DESCRIPTION	UOM	QTY	PERIOD/ YEAR	UNIT PRICE	ANNUAL TOTAL (AMOUNT)
1	Routine preventative maintenance, and repairs of traffic signals, including safety lights and illuminated street name signs. Per intersection, Monthly.	EA	56	12	$ 92.60	$ 62,227.20
2	Routine preventative maintenance, and repairs on 2 fire station beacons. Per location, Monthly.	EA	2	12	$ 64.60	$ 1,550.40
3	Routine preventative maintenance and repairs on speed radar feedback signs. Per location, Monthly.	EA	35	12	$ 55.40	$ 23,268.00
4	Underground Alert Responses/Making of Facilities	OCC*	1	As Needed	$ 369.30	$ 369.30
	**OCCURANCE*					
	ROUTINE PREVENTATIVE MAINTENANCE TOTAL *(Sum of annual amount for Items 1-4)*					**$ 87,414.90**

3. PERSONNEL (Provide hourly rates for each)

ITEM #	DESCRIPTION	STRAIGHT TIME	OVERTIME	DOUBLE TIME
1	Signal Maintenance Technician	$ 165.40	$ 219.50	$ 273.60
2	Signal Maintenance Supervisor	$ 165.40	$ 165.40	$ 165.40
3	Field Traffic Signalman	$ 165.40	$ 219.50	$ 273.60
4	Laborer	$ 139.00	$ 182.40	$ 225.80
5	Painter	$ 139.00	$ 182.40	$ 225.80
6	Engineering Technician	$ 165.40	$ 219.50	$ 273.60
7	Graffiti Remover, Interconnect/Communications Specialist – Ethernet	$ 165.40	$ 219.50	$ 273.60

4. EQUIPMENT

ITEM #	WORK ORDER EQUIPMENT	HOURLY RATE
1	Bucket Truck	$ 39.70
2	Pickup Truck	$ 19.30
3	Service Truck	$ 19.30
4	Service Ladder Truck	N/A
5	Ladder Truck	N/A
6	Concrete Saw and Water Truck	$ 108.20
7	Compressor with Tools	$ 17.00
8	Flex List (Hydraulic Boom)	$ 39.70
9	Boom Ladder Truck (Man Lift)	$ 141.60
10	Arrow Board (Per Day)	$ 90.60

RFP No. 26-107EG TRAFFIC SIGNAL & STREETLIGHT MAINTENANCE SERVICES
COMPENSATION

Exhibit "C"

SECTION III. MONUMENTS MAINTENANCE AND REPAIR SERVICES						
1. ROUTINE PREVENTATIVE MAINTENANCE						
ITEM #	**DESCRIPTION**	**UOM**	**QTY**	**PERIOD/ YEAR**	**UNIT PRICE**	**TOTAL AMOUNT (UNIT PRICE X QTY)**
1	Monthly Maintenance of Two Median Monuments	EA	2	12	$ 324.60	$ 7,790.40
2. SCHEDULED REPAIRS						
ITEM #	**DESCRIPTION**	**UOM**	**QTY**	**PERIOD/ YEAR**	**UNIT PRICE**	**ANNUAL TOTAL (AMOUNT)**
1	Structural & Exterior Components - Repair or replacement of damaged/deteriorated aluminum panels; correction of loose, warped, or misaligned panels; tightening or replacement of tamper-resistant fasteners; repair or replacement of access panels and ventilation openings	EA	2	12	$ 216.40	$ 5,193.60
2	Structural & Exterior Components - Repair or reinstallation of push-through acrylic letters and logos; replacement of cracked, faded, or damaged acrylic components	EA	2	12	$ 216.40	$ 5,193.60
3	Paint & Finish Restoration - Touch-up painting or full repainting of aluminum surfaces exhibiting peeling, fading, or corrosion; proper surface preparation	EA	2	12	$ 416.40	$ 9,993.60
4	Paint & Finish Restoration - Color matching to original City specifications (PMS 280 Blue and PMS 428 Gray)	INCLUDED	2	12	$ -	$ -
5	Electrical & Illumination Systems - Scheduled replacement of LED modules approaching end of service life; recalibration for uniform illumination and color consistency	EA	2	12	$ 432.80	$ 10,387.20
6	Electrical & Illumination Systems - Replacement of failed or underperforming LED drivers, power supplies, wiring, connectors, and internal electrical components	EA	2	12	$ 432.80	$ 10,387.20
7	Solar & Battery Systems - Scheduled replacement of internal batteries based on manufacturer recommendations or performance testing	EA	2	12	$ 196.00	$ 4,704.00
8	Solar & Battery Systems - Inspection, repair, cleaning, realignment, or replacement of solar panels, mounts, and brackets; verification of charging performance	EA	2	12	$ 324.60	$ 7,790.40

RFP No. 26-107EG TRAFFIC SIGNAL & STREETLIGHT MAINTENANCE SERVICES COMPENSATION

Exhibit "C"

9	Documentation & Reporting - Written summary of repairs performed, components repaired/replaced, date of service, and observed conditions requiring future monitoring	EA	2	12	$ 82.70	$ 1,984.80
	SCHEDULED REPAIRS TOTAL (sum of annual amounts for Items #1-9)					**$ 55,634.40**

3. PERSONNEL (Provide hourly rates for each)

ITEM #	DESCRIPTION	STRAIGHT TIME	OVERTIME	DOUBLE TIME
1	Monument Sign Maintenance Technician	$ 165.40	$ 219.50	$ 273.60
2	Monument Sign Maintenance Supervisor	$ 165.40	$ 219.50	$ 273.60
3	Electrical / LED Sign Technician	$ 165.40	$ 219.50	$ 273.60
4	Solar & Battery Systems Technician	$ 165.40	$ 219.50	$ 273.60
5	General Laborer	$ 139.00	$ 182.40	$ 225.80
6	Painter / Coatings Technician	$ 139.00	$ 182.40	$ 225.80
7	Engineering Technician	$ 165.40	$ 219.50	$ 273.60
8	Sign Fabrication / Acrylic Specialist	$ 165.40	$ 219.50	$ 273.60
9	Graffiti Removal / Surface Cleaning Technician	$ 139.00	$ 182.40	$ 225.80

4. EQUIPMENT

ITEM #	WORK ORDER EQUIPMENT	HOURLY RATE
1	Bucket Truck (Low-Reach – Monument Access)	$ 39.70
2	Bucket Truck (High-Reach – Monument / Solar Access)	$ 39.70
3	Pickup Truck	$ 19.30
4	Service Truck (Fully Equipped)	$ 19.30
5	Service Ladder Truck	N/A
6	Boom Lift / Man Lift (Trailer or Truck Mounted)	$ 141.60
7	Flex List (Hydraulic Boom)	$ 141.60
8	Portable Generator (Electrical & Solar Testing)	$ 17.00
9	Air Compressor with Tools	$ 17.00
10	Concrete Saw (With Water or Dust Control)	$ 39.70
11	Water Truck	$ 65.20
12	Arrow Board (Per Day)	$ 90.60
13	Traffic Control Devices (Per Work Order)	$ -

AGREEMENT FOR STREETLIGHT MAINTENANCE SERVICES
BETWEEN
THE CITY OF EASTVALE, CALIFORNIA
AND
YUNEX LLC DBA YUNEX TRAFFIC

This Agreement for Streetlight Maintenance Services ("**Agreement**") is entered into as of August 13, 2026 ("**Effective Date**") between the City of Eastvale, a municipal corporation ("**City**") and YUNEX LLC, DOING BUSINESS AS (DBA) YUNEX TRAFFIC, a Limited Liability Company, incorporated in the State of Delaware ("**Contractor**") (collectively the "**Parties**"). In consideration of the mutual promises and covenants made by the parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 **Term**. Subject to the provisions of Section 8 [Termination] of this Agreement, the term of this Agreement shall commence on the date first ascribed above and terminate on June 30, 2029. Prior to the expiration of the Term, the Parties may agree, in writing, to extend the Term for up to two (2) additional one (1) year periods, for a total term not to extend past June 30, 2031. City Council prior approval shall be required for the City to agree to any extension of the Term.

1.2 **Contractor Services**. Subject to the terms and conditions of this Agreement and Request for Proposals (RFP) No. 26-107EG, Contractor agrees to perform for City those services specified in the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A" [Scope of Services] ("**Services**"). Contractor agrees to furnish, for the compensation provided for herein, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform and complete the Services. The Services shall be subject to inspection and approval by City. Contractor agrees to work closely with City staff in the performance of the Services and shall be available to City's staff and consultants at all reasonable times.

1.3 **Extra Work**. Contractor shall not be compensated for any work or services rendered in connection with its performance of this Agreement, which are in addition to or outside of the Services ("**Extra Work**"), except as expressly provided for herein. It shall be Contractor's responsibility to ensure that the scope and price of any Extra Work to be performed by Contractor is approved by City in writing in advance of Contractor's commencement of the Extra Work in accordance with Section 9.10 [Amendments] and Section 9.19 [Administration and Implementation]. City shall not be obligated to pay for or otherwise be liable for unauthorized Extra Work performed by Contractor.

1.4 **Schedule of Performance**. Contractor agrees to diligently perform and complete the Services in accordance with the schedule of performance attached hereto

and incorporated herein by reference as Exhibit "B" [Schedule of Performance] ("**Schedule of Performance**"). Modifications to the Schedule of Performance must be agreed upon in writing in advance by the City Manager pursuant to Section 9.19 [Administration and Implementation] and Contractor.

1.5 **General Warranty**. Contractor warrants all Services under this Agreement (which for purposes of this Section shall be deemed to include unauthorized Extra Work which has not been removed and any non-conforming materials incorporated into the Services) to be of good quality and free from any defective or faulty material and workmanship. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Services, whether express or implied, are deemed to be obtained by Contractor for the benefit of City, regardless of whether or not such warranties and guarantees have been transferred or assigned to City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of City.

1.6 **Repair of Defects**. Contractor agrees that for a period of one (1) year from and after final acceptance of the Services, or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Services, whichever is later, Contractor shall within ten (10) days after being notified in writing by City of any defect in the Services or non-conformance of the Services, commence and prosecute with due diligence all work and services necessary to fulfill the terms of the warranty at its sole cost and expense. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work, facilities, fixtures, or materials damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective Services. For any Services so corrected, Contractor's obligation hereunder to correct defective Services shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Services. Contractor shall perform such tests as City may require to verify that any corrective actions are adequate to remedy the defective condition. In the event that Contractor fails to perform its obligations under this Section to the reasonable satisfaction of City, then City shall have the right to correct and replace any defective, non-conforming, or damaged Services at Contractor's sole expense. Contractor shall be obligated to fully reimburse City for any expenses incurred hereunder upon demand.

1.7 **Contractor's Representative**. Contractor hereby designates the representative named in Exhibit "D" [Representatives], or his or her designee, to act as its representative for the performance of this Agreement ("**Contractor's Representative**"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

1.8 **Contract Documents**. The following documents shall be referred to

collectively as the "Contract Documents," each of which is incorporated into and made part of this Agreement by reference:

Approved and fully executed change orders (if any)
This Agreement
All exhibits to this Agreement
Amendments to this Agreement
RFP No. 26-107EG
Addenda to RFP documents
Proposal submission forms (including Contractor's Narrative and Cost Proposals, and any Requests for Clarifications and Best and Final Offers)

The Contract Documents are intended to be complementary, and a requirement in one document is as effective as if it appeared in all of the Contract Documents. In the event of a conflict between any of the Contract Documents, the documents shall be given effect in the order set forth above (from top to bottom).

SECTION 2. COMPENSATION AND METHOD OF PAYMENT

2.1 **Compensation**. City shall pay to Contractor for non-disputed Services rendered the compensation set forth in Exhibit "C" [Compensation] attached hereto and incorporated herein by reference. Total compensation to Contractor for the Services shall not exceed the total price or "not to exceed" amount set forth in Exhibit "C," without the prior written approval of City in accordance with Section 9.10 [Amendments] and Section 9.19 [Administration and Implementation].

2.2 **Payment of Compensation**. Contractor shall submit periodic (monthly or quarterly as specified in Exhibit "C") invoices together with an itemized statement of Services provided. The statement shall describe the Services provided, the percent of work completed by item, together with such other reasonable detail and supporting documentation as may be required by the City Manager, or his/her designee. City will review the statement and pay, with the exception of any charges for work performed or expenses incurred by Contractor which are disputed by City, within 30 days of receiving such statement, all approved charges thereon. Payment by City shall release City from any further obligation for payment to Contractor, for Services performed or expenses incurred as of the date of the invoice. Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defect in work performed by Contractor.

SECTION 3. RESPONSIBILITIES OF CONTRACTOR

3.1 **Control and Payment of Subordinates; Independent Contractor**. Contractor agrees that all Services shall be performed by Contractor or under its supervision. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under the Contractor's exclusive direction and control. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Contractor is and shall at all times remain

a wholly independent contractor and not an officer, employee or agent of City. Contractor shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, healthcare or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights. Contractor shall make payments promptly, as due, to all persons supplying labor or materials for the Services. Contractor shall not permit any lien or claim to be filed or prosecuted against the City on any account of any labor or material furnished for the Services. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person as such claim becomes due, City may pay such claim and charge the amount of the payment against funds due or to become due the Contractor. The payment of the claim in this manner shall not relieve Contractor or their surety from obligation with respect to any unpaid claims.

3.2 **Standard of Care and Licenses**. Contractor agrees that all Services shall be performed in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and warrants that it, its employees and subcontractors shall have sufficient skill and experience to perform the Services and that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained in good standing throughout the term of this Agreement.

3.3 **Required Corrections**. Contractor shall perform, at its own expense and without reimbursement from the City, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the standard of care provided for herein.

3.4 **Law and Regulations**. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services.

3.5 **Safety**. Contractor shall perform the Services, and maintain its work area, so as to avoid injury or damage to any person or property and shall otherwise exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.6 **Labor Code and Prevailing Wage Requirements**.

3.6.1 Apprenticeable Crafts. To the extent applicable, Contractor shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works.

3.6.2 Hours of Work. Contractor shall comply with the legal days work and overtime requirements of Section 1813 of the Labor Code.

3.6.3 Payroll Records. In accordance with the requirements of Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Contractor shall make all such records available for inspection at all reasonable hours.

3.6.4 Prevailing Wage Laws. Contractor represents and warrants that it is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("**Prevailing Wage Laws**"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. Contractor acknowledges that the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and any location where the Services are performed.

3.7 **Equal Opportunity Employment**. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant, in any way, in the employment of persons to perform the Services in violation of any federal or state law prohibiting discrimination in employment, including based on the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, of any person, except as provided under California Government Code section 12940.

SECTION 4. INDEMNIFICATION

4.1 **Indemnity**. Except as to the sole negligence or willful misconduct of City, Contractor expressly agrees to, and shall, indemnify, defend, release, and hold City, and its respective officials, officers, employees, agents, and contractors harmless from and against any Action, liability, loss, damage, entry, judgment, order, lien, and Costs and Expenses which arises out of, or are in any way related to, any act or omission of Contractor, or its officers, directors, employees, agents, or contractors, connected with the performance or failure to perform under this Agreement, notwithstanding that City may have benefited therefrom, or any challenge to this Agreement. This Section shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or

passive, on the part of Contractor's officers, directors, employees, agents and contractors, including but not limited to acts or omissions in any way related to, the release, treatment, use, generation, transportation, storage, or disposal in, on, under, to, or from the location at which work under this Agreement is performed of any Hazardous Substances by Contractor or its officers, directors, employees, agents, and subcontractors. The Parties expressly agree that any payment, or Costs and Expenses City incurs or makes to, or on behalf of, an injured employee under City's workers' compensation or other insurance, is included as a loss or Costs and Expenses for the purpose of this Section. City shall not be responsible for any acts, errors or omissions of any person or entity except City and its officers, agents, servants, employees or contractors. The Parties expressly agree that the obligations of Contractor under this Section shall survive the expiration or early termination of the Agreement.

4.2 **Action**. For purposes of this Agreement, "Action" shall mean any suit (whether legal, equitable, or declaratory in nature), proceeding or hearing (whether administrative or judicial), arbitration or mediation (whether voluntary, court-ordered, binding, or non-binding), or other alternative dispute resolution process, and the filing, recording, or service of any process, notice, claim, demand, lien, or other instrument which is a prerequisite or prelude to commencement of the Action.

4.3 **Costs and Expenses**. For purposes of this Agreement, "Costs and Expenses" shall mean all costs and expenses, to the extent reasonable in amount, actually and necessarily incurred by a Party in good faith in the investigation, prosecution or defense of an Action, including, but not limited to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorney's fees, consultant fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition and transcript costs, and any other costs or expenses, the award of which a court of competent jurisdiction may determine to be just and reasonable.

4.4 **Hazardous Substances**. For purposes of this Agreement, "Hazardous Substances" shall mean any and all of the following:

a. any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or for which liability arises for misuse, pursuant to the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601, *et seq*.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, *et seq*.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901, *et seq*.; the Toxic Substances Control Act, 15 U.S.C.S. §2601, *et seq.*; the Clean Water Act, 33 U.S.C. §1251, *et seq*.; the Insecticide, Fungicide, Rodenticide Act, 7 U.S.C. §136, *et seq*.; the Superfund Amendments and Reauthorization Act, 42 U.S.C. §6901, *et seq*.; the Clean Air Act, 42 U.S.C. §7401, *et seq*.; the Safe Drinking Water Act, 42 U.S.C. §300f, *et seq*.; the Solid Waste Disposal Act, 42 U.S.C. §6901, *et seq*.; the Surface Mining Control and Reclamation Act, 30 U.S.C. §1201, *et seq*.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. §11001, *et seq*.; the Occupational Safety and Health Act, 29 U.S.C. §§655 and 657; the Hazardous Waste Control Act, California Health and Safety Code ("H.&S.C.") §25100, *et seq*.; the Hazardous Substance Account Act,

H.&S.C.§25330, *et seq*.; the California Safe Drinking Water and Toxic Enforcement Act, H.&S.C. §25249.5, *et seq*.; the Underground Storage of Hazardous Substances, H.&S.C. §25280, *et seq.*; the Carpenter-Presley-Tanner Hazardous Substance Account Act, H.&S.C. §25300, *et seq*.; the Hazardous Waste Management Act, H.&S.C. §25170.1, *et seq*.; the Hazardous Materials Response Plans and Inventory, H.&S.C. §25001, *et seq*.; the Porter-Cologne Water Quality Control Act, Water Code §13000, *et seq*., all as they may from time to time be amended; and

b. any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or for which liability for misuse arises pursuant to any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree due to its hazardous, toxic or dangerous nature.

SECTION 5. RECORDS AND DOCUMENTS

5.1 **Accounting Records**.

5.1.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all expenses incurred under this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the Services provided by Contractor pursuant to this Agreement. All such records shall be clearly identifiable.

5.1.2 Inspection and Copying. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement. At no cost to City, Contractor shall provide copies of such documents or records directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

5.2 **Ownership of Documents**. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Contractor in the course of providing the Services shall become the sole property of City and may be used, reused or otherwise disposed of by the City without the permission of the Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents

SECTION 6. INSURANCE

6.1 **Maintenance of Insurance**. Prior to the beginning of and throughout the term of this Agreement, Contractor will maintain insurance in conformance with requirements established by City for the type of Services being performed. Contractor acknowledges that prior to the Effective Date of this Agreement, City provided to Contractor the applicable insurance requirements, a copy of which are attached hereto as Exhibit "F" [Insurance]. Contractor acknowledges that the insurance coverage and policy limits required under Exhibit "F" constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Agreement and which are applicable to a given loss, will be available to the City.

6.2 **Subcontractors Insurance**. Contractor agrees to ensure that subcontractors, and any other party involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review upon the City's request.

6.3 **Modification of Insurance Provisions**. The City Manager may make reasonable amendments to the insurance requirements of this section, with the written concurrence of the Finance Director or Risk Manager, in accordance with Section 9.19 [Administration and Implementation] after considering the Scope of Services, potential liabilities, and the required level of insurance to adequately protect the City.

SECTION 7. BONDS

7.1 **Performance and Payment Bonds**. If required by law or specifically required by City as set forth in Exhibit "E" [Bonds Required], attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with Contractor's execution of this Agreement, but in no event later than the Effective Date of this Agreement, a Performance Bond and/or a Payment Bond in the amount of the total, not-to-exceed compensation indicated in Exhibit C, and in a form provided or approved by the City.

7.2 **Bond Provisions**. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, without further notice from City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City.

To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety.

7.3 **Surety Qualifications**. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

SECTION 8. TERMINATION.

8.1 **Termination by City**. City may, by written notice to Contractor, terminate with or without cause, and without any prior notice of default or right to cure by Contractor, the whole or any part of this Agreement at any time and by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those non-disputed Services that have been adequately rendered to City, and Contractor shall be entitled to no further compensation.

8.2 **Termination by Contractor**. Contractor may, by written notice to City, terminate this Agreement based upon City's failure to timely cure a default under this Agreement as provided herein. At least forty-five (45) days prior to termination, Contractor shall provide City with a written notice specifying City's alleged default and providing City with a forty-five (45) day period to cure the default. Should City timely cure such default, the Agreement shall continue. Should City fail to timely or adequately cure such default, Contractor may terminate this Agreement by issuance of written notice to City.

SECTION 9. GENERAL PROVISIONS

9.1 **Assignment or Transfer**. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

9.2 **Loss and Damage**. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

9.3 **Liquidated Damages**. The Parties agree that City has a legitimate interest in ensuring that Contractor provides the Services (including performance of all duties and

responsibilities) required under this Agreement in a consistent and reliable manner, and that Contractor's failure to timely provide such Services or to provide them in an inadequate manner will cause City to suffer damages and that it is, and will be, impractical and extremely difficult to ascertain and determine the exact amount of damages or to calculate actual damages. Therefore, in addition to City's right to treat such non-performance as a material breach of, and to terminate, this Agreement, the Parties agree that liquidated damages, as provided herein, represent a reasonable estimate of the monetary damages that reasonably could be anticipated and that proof of actual damages would be costly or impractical. The Parties specifically confirm the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made. Therefore, in lieu of actual damages, Contractor is subject to payment of $500 per failure to perform, per day. City may, at its election, deduct any assessed liquidated damages from payment due, or that will become due, to Contractor from City.

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

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

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

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

9.8 **Severability.** If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the

Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

9.9 **Prohibited Interests**. Contractor represents and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

9.10 **Amendments**. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Contractor and City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Eastvale Municipal Code. All other amendments shall be approved by the City Council. The Parties agree that the requirement for amendments or modifications to be in writing cannot be waived and that any attempted waiver shall be void.

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

9.12 **Delivery of Notices**. All notices required or permitted to be given under this Agreement shall be in writing and shall be given to the respective parties at the email addresses or physical addresses listed in Exhibit "D", or at such other address as the respective parties may provide in writing for this purpose. Such notice shall be deemed made when emailed or personally delivered or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

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

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

9.15 **Attorney's Fees, Costs and Expenses**. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees and Costs and Expenses, in addition to any other relief to which it may be entitled.

9.16 **Subcontracting**. Contractor shall not subcontract any portion of the Services, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions of this Agreement.

9.17 **Counterparts**. This Agreement may be signed in counterparts, each of which shall constitute an original.

9.18 **Authority to Execute.** The person or persons executing this Agreement on behalf of Contractor represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Contractor to the performance of its obligations hereunder.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF EASTVALE

_____
Mark Orme, City Manager

ATTEST:

_____
Marc Donohue, City Clerk

APPROVED AS TO FORM:

_____
Erica Vega, City Attorney

YUNEX LLC, DBA YUNEX TRAFFIC

_____
By: Michael J. Hutchens
Its: West Operations Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On _____, 20__, before me, _____
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alternation of the document or fraudulent reattachment of this form to an unintended document.

CAPACIT(IES) CLAIMED BY SIGNER(S)

Signer's Name: _____

¨ Individual
¨ Corporate Officer

_____
Title(s)

¨ Partner(s) ¨ Limited ¨ General
¨ Attorney-In-Fact
¨ Trustee(s)
¨ Guardian/Conservator
¨ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number Of Pages

_____
Date Of Document

_____
Signer(s) Other Than Named Above

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

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Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alternation of the document or fraudulent reattachment of this form to an unintended document.

CAPACIT(IES) CLAIMED BY SIGNER(S)

Signer's Name: _____

¨ Individual
¨ Corporate Officer

_____
Title(s)

¨ Partner(s) ¨ Limited ¨ General
¨ Attorney-In-Fact
¨ Trustee(s)
¨ Guardian/Conservator
¨ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number Of Pages

_____
Date Of Document

_____
Signer(s) Other Than Named Above

EXHIBIT "A"

SCOPE OF SERVICES

Consultant/Contractor shall perform services as described below.

1) STREETLIGHT MAINTENANCE AND REPAIR SERVICES

a) GENERAL REQUIREMENTS

i. Contractor shall furnish all tools, equipment, apparatus, facilities, labor, services, and materials, and perform all work necessary to provide, in a good and workmanlike manner, routine preventive maintenance, scheduled repairs, and emergency responses to streetlights and other related equipment in compliance with currently Caltrans and City used standards and specifications.

ii. Contractor should anticipate receiving requests for maintenance services outside of the Contractor's normally scheduled preventative maintenance program. These requests for services may be received by telephone, written correspondence, other electronic means of communication (email, text message, and/or City's citizen request portal), or by a City-issued work order. They may originate from various sources. Contractor shall maintain 24-hour response capabilities to effectively address and respond to requests for services. All requests shall be addressed by an appropriate, timely response as outlined in these specifications. If Contractor is called out by City personnel other than the Engineering Division, such as the Riverside County Sheriff's Office, Contractor shall notify the Engineering Division Manager, or his representative(s) via email, phone, or text.

iii. The Contractor shall provide qualified and experience personnel and equipment available to respond to non-emergency reports of streetlight outages and diagnose and/or repair the malfunction within 24 hours, unless the degree of repair dictates an alternative schedule to be coordinated and approved by the City on a case-by-case basis.

iv. Some maintenance may require the assistance of SCE. SCE is responsible for underground wiring and will need to shut off power for the contractor to work on any infrastructure. It is highly recommended that

the City, SCE, and the selected contractor communicate to facilitate proper maintenance.

v. Contractor shall ensure compliance with all federal, state, and local laws and regulations, including but not limited to, wage and labor laws, OSHA requirements, and appropriate safety measures.

vi. The Contractor shall provide record ("as-built") documentation for all installed LED luminaires, including pole identifiers, GIS data, and digital images of fixture nameplates for each replacement. The Contractor shall also provide all applicable warranties, as well as service, maintenance, and operations manuals, and other relevant documentation within the City's asset management system (i.e., ArcGIS). Training will be provided to the selected contractor. Use of the system will require installation and operation of a mobile application; however, no additional licensing or specialized devices will be required.

vii. The contractor must provide an online management system that allows the City and the general public to remotely track and check the status of service requests, download historical maintenance reports, and view GIS data on a secure website portal. Contractor shall provide a 24/7 Call Center which can receive calls from reporting parties for streetlight work order requests.

viii. Contractor shall provide adequate storage space to maintain an adequate ship and storage facility for all necessary equipment and materials, including but not limited to, poles, luminaires, pole tags, and related equipment and materials to provide all services as defined in this RFP. If the Contractor makes its storage facility available to the City, Contractor shall manage deliveries and staging of materials, including any secured storage considerations.

b. STREETLIGHT MAINTENANCE REQUIREMENTS

i. Routine Preventative Maintenance

The Contractor shall maintain street poles and light bulbs along with any streetlights and poles that come under the ownership of the City or that become energized within the contract term as identified in this RFP. The streetlight maintenance service shall include any connected or contained equipment such as photocells or controllers. Routine Preventative

Maintenance shall include the following:

- Quarterly streetlight system review: Conduct a visual patrol of all streetlight poles and fixtures under contract, ensuring 100% system coverage each quarter. The Contractor shall provide a quarterly system condition report summarizing findings, including outage status, visible defects, fixture condition, and a proposed work plan to address identified issues.
- Annual review of streetlight operations: The following activities shall be included, but not limited to:
    - Photocell testing and replacement: Verify proper dusk-to-dawn operation and replace defective units
    - Electrical connection inspection: Inspect wiring, fuses, breakers, and service points
    - LED driver/system checks: Evaluate driver performance and thermal condition

The Contractor shall provide a system condition report summarizing findings including a proposed work plan to address identified issue.

Payment for the routine preventative maintenance services shall be based on fixed fee shown in Exhibit “C” Compensation.

ii. Scheduled Repairs

Any deficiencies, required repairs, or recommendations identified during routine preventive maintenance shall be reported to the City. The Contractor may be required to submit a proposal and obtain City approval prior to performing such repairs.

The Contractor shall also anticipate receiving requests for maintenance services outside of the regularly scheduled preventive maintenance program. These requests may be submitted via telephone, written correspondence, electronic communication (email, text message and/or City’s citizen reporting portal), or through a City-issued work order, and may originate from various sources.

All service requests shall be acknowledged within one (1) business day and completed within ten (10) business days, unless otherwise approved by the City.

In addition, the Contractor shall identify, investigate and determine

corrective requirements for any reported malfunction, failure, or outage of the streetlight systems. The equipment and components to be maintained and repaired shall include, but are not limited to the following elements:

- Conduct all necessary photometrics, analyses, and measurements needed to identify the LED replacement fixture and wattage, and furnish and install said equipment. Contractor shall coordinate with the City to adequately meet lighting standards.
- Remove and dispose existing luminaire heads and any other discarded materials as part of the California Recycle and Disposal Laws. Any hazardous materials including universal waste will be disposed of according to the provisions set forth in California law.
- Assist the City in processing claims for damage caused by other parties (e.g., Insurance claims and restitution) by providing an itemized list of relevant information regarding damage and repair costs as needed to process claims.
- Respond to and abate graffiti on all streetlight components.
- Coordinate electrical service repairs/restorations with SCE and the City.
- Repair/restore electrical service malfunctions, component damage, vandalism, theft, etc.
- Replace all damaged pull-box covers.
- Replace missing pole hand hole covers and repair damaged hand hole covers as needed.
- Replace pole identification tags as needed.
- Paint portion of metal poles based on City approved priority/need.
- Submit requests for house-side shields to the City for review and furnish and install shields as authorized.
- Respond to all Underground Service Alerts (Dig Alert) requests and provide appropriate facility markings for all City underground streetlight components in accordance with applicable guidelines.
- The Contractor shall perform all necessary repairs and replacements to restore streetlight service in the event of a knockdown. The Contractor is expected to maintain an adequate inventory of poles, luminaires, mast arms, and related appurtenances to complete repairs in a timely and efficient manner, typically within ten (10) working days unless otherwise approved by the City. Repair timelines may be extended where coordination with SCE is required.

If requested, the contractor shall provide the City with a cost estimate for scheduled repairs not less than five (5) working days prior to the scheduled beginning of the repairs. The estimate shall be based on the fee schedule set forth in herein– Compensation or a time & materials (T&M) using the rates specified in this contract. The Contractor shall not begin work on any scheduled repairs until City has approved the estimate for the repairs in writing.

Payment for scheduled repair services shall be based on the fee schedule set forth herein. For work not included in the fee schedule, payment shall be made on a time-and-materials basis using the applicable hourly labor and equipment rates for the actual personnel and equipment utilized. Materials shall be reimbursed at the Contractor's cost plus a markup not to exceed 15%. The Contractor shall provide copies of the supplier's original written invoice for all materials prior to their installation or use. Invoices for equipment or materials purchased by the Contractor will not be approved for payment by the City until the equipment or materials are fully installed and functioning as intended. Payment for scheduled repairs shall not exceed the amount approved in the estimate without a written amendment to the estimate. The City reserves the right to furnish supplies, materials, and install equipment required for performance of the work.

iii. Emergency Response Services

The Contractor shall provide qualified and experienced personnel and equipment for 24-hour on-call/stand-by personnel to respond to emergencies. Personnel must be able to respond on-site to all emergency call-outs within one (1) hour under normal circumstances. General circuit outages and individual streetlight burnouts generally would not constitute an emergency except under extenuating circumstances. Examples of typical emergency response items include:

- Streetlight pole knockdowns
- Exposed or damaged wires that constitute a danger to the public as determined by responding to emergency staff (e.g., Police, City staff, etc.)
- SCE will need to be notified by the Contractor to advise of potential danger in terms of exposed or damaged wires to determine whether power needs to be shut off to tend to the matter.
- Equipment or pole damage that may pose an immediate public danger (e.g., damaged/leaning poles, hanging luminaire/mast arm, etc.)

The Contractor shall perform all necessary repairs and replacements to restore streetlight service in the event of a knockdown. The Contractor is expected to maintain an adequate inventory of poles, luminaires, mast arms, and related appurtenances to complete repairs in a timely and efficient manner, typically within ten (10) working days unless otherwise approved by the City. Repair timelines may be extended where coordination with SCE is required. Upon completion of the emergency work, inform the City that the emergency work has been completed. Prepare estimates showing the cost breakdown of labor, equipment, and material for replacement of such parts or equipment and submit the information to the City. The estimate shall be based on time & materials (T&M). Payment for emergency response services will be made on a time and materials basis using the hourly labor and equipment rates for the actual technician and equipment utilized. Materials will be paid at the supplier's cost plus a markup not-to-exceed 15%. The Contractor shall provide copies of the supplier's original written invoice for all materials prior to their installation or use. Invoices for equipment or materials purchased by the Contractor will not be approved for payment by the City until the equipment or materials are fully installed and functioning as intended.

c) TRAFFIC CONROL

Contractor shall always provide safe and continuous passage for pedestrian and vehicular traffic. Contractor shall furnish and maintain all warning lights, signs, flares, barricades, delineators, detours and other facilities necessary for the sole convenience and direction of public traffic. All traffic control shall conform to, and be placed in accordance with, the current California Manual on Uniform Traffic Control Devices (CA MUTCD).

- At least one twelve (12) foot travel lane in each direction shall be open to traffic at all times unless otherwise approved by the City Engineer. Not more than one intersecting street shall be closed at any one time without the prior approval of the City Engineer or his authorized representative.

- No lane closures on arterial highways will be permitted between the hours of 8:30 a.m. to 3:30 p.m., unless an emergency situation exists and such a closure is necessary to safeguard the traveling public. Separation between travel lanes, channelization, and delineation of the maintenance area shall be accomplished by the use of delineators and/or cones placed at a maximum of 15 feet on center.

- Maintenance operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners. Access to driveways, houses, and buildings along the line of work shall be maintained and temporary approaches to crossings or intersecting streets shall be provided and kept in good condition. No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic. At the end of each day's work and at other times when maintenance operations are suspended for any reason, all equipment and other obstructions shall be removed from the portion of the roadway and open it for use by public traffic.

- Pedestrian traffic shall be maintained in a safe manner at all times. Pedestrian and emergency vehicular access shall be maintained to all residences, businesses and manufacturing establishments within the work area.

- Each vehicle used to place and remove components of a traffic control system on multi-lane highways shall be equipped with a flashing arrow sign which shall be in operation when the vehicle is being used for placing, maintaining or removing said components. The flashing arrow sign shall be in place before lane closure(s) requiring its use is implemented.

- When maintenance is complete, Contractor shall remove all traffic control signs, barricades, delineators, etc., from the site.

- Failure to provide adequate safety devices, as directed by the City Engineer, will cause the City to install safety devices as needed and the cost will be assessed to the Contractor at the City's actual cost. The City shall be entitled to offset any costs incurred against the Contractor's invoice. All costs for traffic control shall be included in the various items of work, and no additional compensation will be allowed.

d) PAYMENT

i. Monthly Activity Report

The Contractor shall provide a computerized monthly activity report to the City each month for the previous month's activities. Report shall provide a brief description of all preventative maintenance and emergency service

activities and shall be attached to the monthly invoice. No payment will be made without submittal of the report. Report shall include the following:

- Routine Preventative Maintenance: Location, date, and time preventative maintenance was performed.
- Scheduled Repairs: Complete record of all work performed on the streetlight equipment during the previous month including signal location, date, time, make, model, serial number of major components or other equipment that was installed.
- Emergency Response Work: Signal location, date, time emergency call was received, time Contractor arrived at the location, description of the problem, number of hours spent for each repair, equipment and material used.

ii. Payment

The Contractor shall submit separate invoices based on the type of activities performed in the previous month. Routine preventative maintenance and scheduled repairs must be invoiced separately. Each emergency response activity shall be invoiced individually.

Many streetlight maintenance activities are funded through the City's Landscaping and Lighting Maintenance District (LLMD). The Contractor shall include a summary table on the cover sheet of each invoice, itemizing charges by LLMD.

EXHIBIT “B”

SCHEDULE OF PERFORMANCE

Schedule of performance shall vary according to the predetermined schedule as listed on Exhibit “C” along with the corresponding Compensation rates (period/year), City needs, and budget availability.

EXHIBIT “C”

COMPENSATION

Total compensation to Contractor for the Services performed under this contract shall not exceed $50,000 per fiscal year (July 1 through June 30).

Compensation rates are listed on next page in accordance with RFP No. 26-107EG Cost Proposal and Contractor’s Best and Final Offer tendered by Contractor (attached hereto on following pages).

EXHIBIT "D"

REPRESENTATIVES

CITY'S REPRESENTATIVE

City of Eastvale
Public Works/Engineering
Attn: **Jimmy Chung, Public Works Director/ City Engineer**
2363 Limonite Ave #910
Eastvale, CA 91752
Phone: (951) 361-0900
Email Address: jchung@eastvaleca.gov

CONTRACTOR'S REPRESENTATIVE

Yunex LLC DBA Yunex Traffic
Attn: **Michael J. Hutchens, West Operations Manager**
2250 Business Way
Riverside, California 92501
Office: (800) 229-6090
Email Address: Michael.hutchens@yunextraffic.com

EXHIBIT “E”

BONDS REQUIRED

NO BONDS REQUIRED

EXHIBIT "F"

INSURANCE REQUIREMENTS FOR CITY OF EASTVALE

Contractor shall procure and maintain for the duration of the contract agreement, at its own cost and expense, the following insurance policies and coverage with companies qualified and approved to do business in California and acceptable to City.

1) Commercial General Liability Insurance

a) Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than $2,000,000 per occurrence, $4,000,000 general aggregate, and $2,000,000 products and completed operations. The policy shall include a per project or per location general aggregate endorsement. If a per project/location endorsement is not available, the limit for the general aggregate shall be doubled.

b) The policy shall allow and be endorsed as primary and not seek contribution from the City's coverage.

c) The policy(s) shall provide and be endorsed to include, the City, its officers, officials, employees, agents, and volunteers as additional insureds on ISO form CG 20 10 (or equivalent) for ongoing operations, and, for construction or service agreements, ISO form CG 20 37 (or equivalent) for completed operations.

d) Any failure to comply with reporting provisions of the policies by Contractor shall not affect coverage provided to the City.

e) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

f) Coverage shall provide and be endorsed to include a waiver of subrogation in favor of the City and its officers, officials, employees, agents, and volunteers.

2) Business Automobile Liability

a) Contractor shall provide automobile liability coverage for owned, non-owned, and hired autos using ISO Business Automobile Coverage form CA 00 01 (or equivalent) with a limit of not less than $1,000,000 each accident. If the Contractor's business/company does not own any automobiles, coverage for hired and non-owned autos shall be provided. The policy shall provide and be endorsed that the City, its officers, officials, employees, agents, and volunteers are included or named as additional insureds.

b) The policy shall provide and be endorsed to include a waiver of subrogation in favor of the City, its officers, officials, employees, agents, and volunteers.

3) Umbrella or Excess Liability

a) The limits of liability for commercial general liability and automobile liability may be provided through a combination of primary and umbrella or excess liability policies provided each policy complies with the requirements set forth in this agreement. Excess policies shall be follow-form to the underlying policies. Umbrella or excess policies shall include City and its officers, officials, employees, agents, and volunteers as additional insured.

4) Workers' Compensation and Employers' Liability - Statutory

a) Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than $1,000,000 each accident, $1,000,000 by disease-policy limit, and $1,000,000 by disease-each employee. No proprietor, partner, executive officer, or member shall be excluded. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of City.

b) The insurer, if insurance is provided, or Contractor, if a program of self-insurance is provided, shall allow, and be endorsed to waive all rights of subrogation against City and its officers, officials, employees, agents, and volunteers.

c) The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Contractor does not have any employees.

5) All Coverages

a) Any available insurance proceeds broader than, or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements are sufficient to cover the obligations of the Contractor.

b) Each required insurance policy shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days' prior written notice, has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for

nonpayment of premium. If a carrier will not provide the required notice of cancellation, the Contractor shall provide written notice to the City of a cancellation no later than five (5) business days before cancellation.

c) All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.
d) Evidence of Insurance - Prior to commencement of work, the Contractor shall furnish the City with certificate(s) of insurance evidencing compliance with the insurance requirements above. All required endorsements shall be attached to the certificate(s), including additional insured, waiver of subrogation, primary coverage, and notice of cancellation endorsements. The Contractor shall provide complete or certified copies of all required insurance policies if requested by the City.
e) Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A- VII or higher.
f) Hired Parties - Contractors who will use subcontractors or other parties to provide materials, services, or perform construction or other work for the Contractor must enter into a written and executed contract agreement with each of its subcontractors, vendors, agents, subconsultants and/or any other parties, collectively, “hired parties”. The contract agreement must contain a defense, indemnification and hold harmless provision in favor of the City and its officers, officials, employees, agents, and volunteers. The contract agreement shall also cause the hired parties to comply with the insurance requirements required of the Contractor, including providing an additional insured endorsement for ongoing and completed operations. Contractor shall obtain certificates of insurance and additional insured endorsements from each of its hired parties and provide a copy to City upon request.

RFP No. 26-107EG TRAFFIC SIGNAL & STREETLIGHT MAINTENANCE SERVICES COMPENSATION

Exhibit "C"

SECTION II. STREETLIGHT MAINTENANCE AND REPAIR SERVICES

1. ROUTINE PREVENTATIVE MAINTENANCE

ITEM #	DESCRIPTION	UOM	QTY	PERIOD/ YEAR	UNIT PRICE	ANNUAL TOTAL (AMOUNT)
1	Quarterly streetlight system review and reporting	EA	4,493.00	4	$ 1,887.06	$ 7,548.24
2	Annual review of streetlight operations and reporting	EA	4,493.00	1	$ 6,200.34	$ 6,200.34
	ROUTINE PREVENTATIVE MAINTENANCE TOTAL (sum of annual amount for item #1-2)					***$ 13,748.58***

2. SCHEDULED REPAIRS

ITEM #	DESCRIPTION	UOM	UNIT PRICE
1	LED Replacement (Cobra Head) - This shall include the cost for labor and equipment (trucks, lifts, tools, traffic control, etc.) for replacing an existing cobra head fixture with a new LED fixture, disposal and updating of database with model number installed and installation date. The replacement fixture cost shall not be included and shall be charged at material cost plus the markup specified in this RFP.	EA	$ 100.00
2	LED Replacement (Decorative fixture) - This shall include the cost for labor and equipment (trucks, lifts, tools, traffic control, etc.) for replacing an existing decorative fixture with a new fixture in kind, disposal and updating of database with model number installed and installation date. The replacement fixture cost shall not be included and shall be charged at material cost plus the markup specified in this RFP.	EA	$ 195.00
3	Streetlight Pole ID Tag - This shall include the cost for labor and equipment for installation of a unique pole ID tag for each pole, excluding the cost of the actual tag. Pole tags will be affixed to pole with an adhesive, no riveting or drilling will be performed. Material will be charged at cost plus the markup specified in this RFP.	EA	$ 50.00
4	House Side Shield Installation - This shall include the cost for labor and equipment associated with the installation of a house side shield on an existing fixture, excluding the cost of the actual shield. Material will be charged at cost plus the markup specified in this RFP.	EA	$ 50.00
5	Knockdown Pole Replacement (No Foundation) - This shall include the cost for labor and equipment associated with the replacement of an entire street light pole, luminaire arm, fixture and wiring typically associated with a street light knockdown that does not require replacement of the foundation. Materials will be charged at cost plus the markup specified in this RFP.	EA	$ 1,200.00
6	Knockdown Pole Replacement (With Foundation) - This shall include the cost for labor and equipment associated with the replacement of an entire street light pole, luminaire arm, fixture and wiring typically associated with a street light knockdown that does require replacement of the foundation. Materials will be charged at cost plus the markup specified in this RFP.	EA	$ 5,400.00
7	Pull Box Lid Replacement - This shall include the cost of labor, materials, and equipment to purchase, supply, and replace a pull box lid with a fiberlyte lid due to damage or missing lid.	EA	$ 230.00
8	Photocell Replacement - This shall include the cost for labor and equipment (trucks, lifts, tools, traffic control, etc.) for replacing an existing photocell with a new photocell. The replacement photocell cost shall not be included and shall be charged at material cost plus the markup specified in this RFP.	EA	$ 50.00

RFP No. 26-107EG TRAFFIC SIGNAL & STREETLIGHT MAINTENANCE SERVICES
COMPENSATION

Exhibit "C"

9	LED Driver Replacement - This shall include the cost for labor and equipment (trucks, lifts, tools, traffic control, etc.) for replacing an existing LED driver with a new LED driver. The replacement LED driver cost shall not be included and shall be charged at material cost plus the markup specified in this RFP.	EA	$ 100.00
	SCHEDULED REPAIRS TOTAL (sum of items #1-9)		***$ 7,375.00***

3. PERSONNEL (Provide hourly rates for each)

ITEM #	DESCRIPTION	STRAIGHT TIME	OVERTIME	DOUBLE TIME
1	Signal Maintenance Technician	$ 155.00	$ 185.00	$ 222.00
2	Signal Maintenance Supervisor	$ 161.00	$ 198.00	$ 235.00
3	Field Traffic Signalman	$ 155.00	$ 185.00	$ 222.00
4	Laborer	$ 121.00	$ 170.00	$ 170.00
5	Painter	$ 121.00	$ 170.00	$ 170.00
6	Engineering Technician	$ 161.00	$ 198.00	$ 235.00
7	Graffiti Remover	$ 121.00	$ 170.00	$ 170.00

4. EQUIPMENT

ITEM #	WORK ORDER EQUIPMENT	HOURLY RATE
1	Bucket Truck	$ 36.00
2	Pickup Truck	$ 28.00
3	Service Truck	$ 36.00
4	Service Ladder Truck	**NOT SAFE**
5	Ladder Truck	**NOT SAFE**
6	Concrete Saw and Water Truck	$ 40.00
7	Compressor with Tools	$ 6.00
8	Flex List (Hydraulic Boom)	$ 65.00
9	Boom Ladder Truck (Man Lift)	$ 36.00
10	Arrow Board (Per Day)	$ 50.00

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CONSENT CALENDAR
Agenda Item No. 11.9
August 12, 2026

OpenGov Operating and Capital Improvement Budgeting Software Renewal Authorization

Prepared By:

Amanda Wells, Finance Director/City Treasurer

Recommended Action(s)

Staff recommends that the City Council authorize a Five-Year Software Services Renewal with OpenGov, Inc. for budgeting software and related professional services in an amount not-to-exceed $200,000, and authorize the City Manager to execute any related documents.

Summary

The budget process is facilitated and managed by the Finance Department. In 2022, staff transitioned from a manual Excel-driven budgeting process to utilizing software from OpenGov. OpenGov budgeting software allows for a collaborative working environment with departments in addition to a significant reduction in Finance staff hours involved in preparing, collecting, managing, analyzing, and balancing budget data. The software also provides a user-friendly interface for City Departments to use. Finally, the software provides for the complete creation of an online digital budget book and transparency portal within the software. Utilization of the software replaced the most time-consuming project for both the Finance Department and other departments in the printed budget book and replaced it with an interactive budget website that still holds all of the information and data the printed book offered.

Currently, staff is working towards issuing a request for proposals (RFP) for enterprise resource planning (ERP) software services and expects to select an ERP vendor by next summer. It is possible that some of the functionality provided by OpenGov might be provided by the new ERP provider. Should that occur, staff will reduce the OpenGov services as necessary in order to eliminate duplicative services and take advantage of annual budget savings.

Background

The city entered into a contract for budget software with OpenGov in 2022. Staff then implemented the software and migrated from a manual, printed budget book process to an online interactive website "budget book." The implementation of the software saved significant time for all city staff involved in the budget request process and created a more pleasant experience for users. Additionally, the process of creating the budget book has been streamlined and now generates a website-based budget book that is interactive for public use. A contract upgrade with the city's ERP vendor, Springbrook, integrated the two systems via an overnight data push to OpenGov, ensuring that the data housed within OpenGov mirrors the city's official financial data. The current contract with OpengGov is evergreen and annually renews automatically, as such, no contract renewal is required. The contract may be canceled at the end of each 5-year renewal period. Staff recommends City Council authorize an additional five years of renewals. Staff is preparing to issue an RFP for ERP software and intends to begin implementation within the next 12 to 18 months. Implementation will likely last an additional 18 to 36 months. Once an ERP vendor is selected, staff will determine if OpenGov services can be reduced in favor of the new ERP budgeting, or whether it is in the best interest of the city to continue to fully utilize OpenGov. However, while implementation is underway, the city will need to maintain the OpenGov software to ensure operations continue smoothly and without interruption during the new ERP implementation.

Environmental

Not applicable.

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

Empower staff to innovate for efficiencies; create a culture of innovation.
Strengthen organizational development and effectiveness

Fiscal Impact

Total annual fiscal impact with is approximately $36,000 for fiscal year 2026-27 and will increase with CPI in the following years. Adequate budget was appropriated during the fiscal year 2026-27 budget process and is available for the OpenGov contract in General Fund account 100-210-6615.

Prior City Council/Commission Action

The original contract with OpenGov, Inc., was approved by City Council on January 26, 2022. City Council authorized a five year agreement, that auto renews for a new 5-year term with a 5% CPI inflator.

Attachment(s)

Attachment 1 - OpenGov Software Services Agreement

OPENGOV SOFTWARE SERVICES AGREEMENT

This Software Services Agreement (this "**Agreement**") is entered into by OpenGov, Inc., a Delaware corporation with a principal place of business at 6525 Crown Blvd #41340, San Jose, CA 95160 ("**OpenGov**") and the customer listed on the signature block below ("**Customer**"), as of the date of last signature below (the "**Effective Date**"). This Agreement sets forth the terms under which Customer will be permitted to use OpenGov's hosted software services.

1. DEFINITIONS

"Customer Data" means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record). Customer Data shall not include any confidential personally identifiable information.

"Documentation" means the documentation for the Software Services at the Customer Resource Center page found at https://opengov.zendesk.com.

"Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums.

"Initial Term" means the initial license term specified in number of years on the Order Form, commencing on the Effective Date.

"Intellectual Property Rights" means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

"Order Form" means OpenGov's Software Services order form that: (a) specifies the Software Services provided by OpenGov; (b) references this Agreement; and (c) is signed by authorized representatives of both parties.

"Renewal Term" means each additional renewal period, which shall be for a period of equal duration as the Initial Term, for which this Agreement is extended pursuant to Section 7.2.

2. SOFTWARE SERVICES, SUPPORT AND PROFESSIONAL SERVICES

2.1 Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to perform the software services identified in the applicable Order Form entered into by OpenGov and Customer ("**Software Services**").

2.2 Support & Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov's standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at https://opengov.com/service-sla, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.

2.3 Professional Services.

(a) If OpenGov or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services will be described in a statement of work ("**SOW**") agreed to by the parties (the "**Professional Services**"). Unless otherwise specified in the SOW, any pre-paid Professional Services Fees must be utilized within one (1) year from the Effective Date. Any unused pre-paid Professional Services Fees shall be forfeited.

(b) Unless the SOW provides otherwise, all reasonable travel expenses, pre-approved by Customer and incurred by OpenGov in performing the professional services will be reimbursed by Customer. Travel expenses

include cost of coach airfare travel round trip from the individual's location to Customer's location, reasonable hotel accommodations, ground transportation and meals.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2 Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. INTELLECTUAL PROPERTY RIGHTS; LICENSE GRANTS; ACCESS TO CUSTOMER DATA

4.1 Software Services. OpenGov retains all right, title, and interest in the Software Services and all Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov and Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov hereby grants to Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

4.2 Customer Data. Customer retains all right, title, and interest in the Customer Data and all Intellectual Property Rights therein. Customer hereby grants to OpenGov a non-exclusive, royalty-free license to, and permit its partners (which include, without limitation the hosting providers of the Software Services) to, use, store, edit and reformat the Customer Data, and to use Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, or for analyzing such data and publicly disclosing such analysis ("**Insights**"), provided that in all such uses Customer Data is rendered anonymous such that Customer is no longer identifiable.

4.3 Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Term, other than during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.

4.4 Feedback. Customer hereby grants to OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. CONFIDENTIALITY

5.1 Each party (the "**Receiving Party**") agrees not to disclose any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written consent, except as provided below. The Receiving Party further agrees: (a) to use and disclose the Confidential Information only in connection with this Agreement; and (b) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5.2 "**Confidential Information**" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all Documentation.

5.3 Notwithstanding the foregoing, "Confidential Information" does not include: (a) "**Public Data,**" which is data that the Customer has previously released to the public, would be required to release to the public, upon request, according to applicable federal, state, or local public records laws, or Customer requests OpenGov make available to the public in conjunction with the Software Services. Confidential Information does not include (b) information that has become publicly known through no breach by the receiving party; (c) information that was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (d) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

6. PAYMENT OF FEES

6.1 Fees; Invoicing; Payment; Expenses.

(a) Fees. The fees for the Software Services for the Initial Term and any Renewal Term ("**Software Services Fees**") and the fees for Professional Services ("**Professional Services Fees**") are set forth in the applicable Order Form. Software Services Fees and Professional Services Fees shall hereafter be referred to as "**Fees**". Except to the extent otherwise expressly stated in this Agreement or in an Order Form, (i) all obligations to pay Fees are non-cancelable and all payments are non-refundable, (ii) Customer must pay all Fees due under all Order Forms and SOW within thirty (30) days after Customer receives each invoice (invoices are deemed received when OpenGov emails them to Customer's designated billing contact); (iii) the Software Service Fee shall be due annually in advance, and (iv) Customer must make all payments without setoffs, withholdings or deductions of any kind.

(b) Annual Software Maintenance Price Adjustment. OpenGov shall increase the Fees payable for the Software Services during any Renewal Term by 5% each year of the Renewal Term.

(c) Invoicing and Payment. OpenGov will invoice the Customer according to the Billing Frequency listed on the Order Form. Customer shall pay all invoices according to the Payment Terms listed on the Order Form.

(d) Travel Expenses. Unless the SOW provides otherwise, OpenGov will invoice Customer for travel expenses, pre-approved by the Customer, incurred in connection with each SOW as they are incurred. Customer shall pay all such valid invoices within thirty (30) days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

(e) Customer Delays; On Hold Fee.

I. On Hold Notice. Excluding delays caused by Force Majeure as described in Section 10.5, if OpenGov determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov shall promptly, but in no event more than thirty (30) days from the date of such determination deliver to Customer a notice (an "**On Hold Notice**") that (A) designates the Professional Services to be provided to the Customer as "**On Hold**", (B) detail Customer's obligations and responsibilities necessary for OpenGov to continue performing the Professional Services, and (C) specify the Customer shall be invoiced for lost time in production (e.g. delayed or lost revenue resulting from rescheduling work on other projects, delay in receiving milestone payments from Customer, equipment, hosting providers and human resources idle) for a fee equal to 10% of the first year Software Service Fee (the "**On Hold Fee**").

II. Effects of On Hold Notice. Upon issuing an On Hold Notice, OpenGov shall be entitled, without penalty, to (A) reallocate resources otherwise reserved for the performance of the Professional Services, and (B) stop or caused to be stopped the Professional Services to be provided to the Customer until the Customer has fulfilled its obligations as set forth in the On Hold Notice. OpenGov shall remove the "On Hold" status, only upon Customer's fulfillment of its obligations set out in the On Hold Notice, including payment of the On Hold

Fee. Upon Customer's fulfillment of its obligations in the On Hold Notice, OpenGov may, in its sole discretion, extend the timeline to complete certain Professional Services up to six (6) weeks, depending on the availability of qualified team resources (OpenGov cannot guarantee that these team resources will be the same as those who were working on the project prior to it being placed On Hold). OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities or adhere to a Customer schedule which were brought to the attention of the Customer on a timely basis, unless such delays result, directly or indirectly from the failure of OpenGov or its authorized independent contractors to perform the Professional Services in accordance with this Agreement or applicable SOW.

6.2 Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law, (a) Customer will owe late interest penalty of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower and (b) If Customer's account remains delinquent (with respect to payment of a valid invoice) for thirty (30) days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to ninety (90) days to pursue good faith negotiations before pursuing termination in accordance with Section 7. Customer will continue to incur and owe all applicable Fees irrespective of any such Service suspension based on such Customer delinquency.

6.3 Taxes. All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("**Sales Taxes**"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the Fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

7. TERM & TERMINATION

7.1 Term. Subject to compliance with all terms and conditions, the term of this Agreement shall commence on the Effective Date and shall continue until the Subscription End Date specified on the Order Form (the "**Initial Term**") unless sooner terminated pursuant to Section 7.3 below.

7.2 Renewal. This Agreement shall automatically renew for another period of the same duration as the Initial Term (the "**Renewal Term**" and together with the Initial Term, the "**Term**"), unless either party notifies the other party of its intent not to renew this Agreement in writing no less than thirty (30) days before the end of the Initial Term.

7.3 Termination. Neither party shall have the right to terminate this Agreement without a legally valid cause. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement. Additionally, Customer may terminate this Agreement, upon providing at least ninety (90) days notice prior to the annual anniversary date of the Agreement ("**Anniversary Date**") upon the occurrence of an Event of Nonappropriation as defined below. An "**Event of Nonappropriation**" occurs when prior to each Anniversary Date: a) Customer uses all efforts that are lawful and within Customer's official power, to secure the appropriate funds for the next year's Fees, including indicating the Software Services serve an essential purpose to Customer; and b) Customer has not acquired, used or issued a proposal for similar products or services during this period or has not hired any third party or allowed its own employees to use other services in place of the Software Services. Customer shall permit OpenGov to assist with the efforts in a) above, including providing OpenGov with direct access to Customer's applicable appropriations team.

7.4 Effect of Termination.

(a) In General. Upon termination pursuant to Section 7.3 or expiration of this Agreement pursuant to Section 7.1: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the effective date of termination or expiration, (b) all Software Services provided to Customer hereunder shall

immediately terminate; and (c) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

(b) Deletion of Customer Data. Unless otherwise requested pursuant to this Section 7.4(b), upon the expiration or termination of this Agreement the Customer Data, excluding any Insights, shall be deleted pursuant to OpenGov's standard data deletion and retention practices. Upon written request, Customer may request deletion of Customer Data, excluding any Insights, prior to the date of termination or expiration of this Agreement. Such request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice described at Section 10.

7.5 Survival. The following sections of this Agreement shall survive termination: Section 5 (Confidentiality), Section 6 (Payment of Fees), Section 7.4(b) (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

8.1 By OpenGov.

(a) General Warranty. OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related statement of work and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform all such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must make any claim under the foregoing warranty to OpenGov in writing within ninety (90) days of performance of such work in order to receive such warranty remedies.

(b) Software Services Warranty. OpenGov further represents and warrants that for a period of ninety (90) days, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Any claim submitted under this Section 8.1(b) must be submitted in writing to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the Fee for such Software Services.

8.2 By Customer. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3 Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY

9.1 By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2 By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3 Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

9.4 No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. MISCELLANEOUS

10.1 Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.

10.2 Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone communications. However, for notices, including legal notices, required by the Agreement (in Sections where the word "notice" appears) the parties must communicate more formally in a writing given by personal delivery, by pre-paid first-class mail or by overnight courier to the address specified in the most recent Order Form (or such other address as may be specified in writing in accordance with this Section).

10.3 Anti-corruption. OpenGov has not offered or provided any bribe, kickback, illegal or improper payment, gift, or thing of value to any Customer personnel in connection with the Agreement, other than reasonable gifts and entertainment provided Customer in the ordinary course of business. If OpenGov become aware of any violation of the above restriction then OpenGov shall promptly notify Customer.

10.4 Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5 Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

10.6 Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. There are no third-party beneficiaries to this Agreement.

10.7 Assignment. Except as set forth in this Section, neither party shall assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to: (i) its corporate affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement shall inure to the benefit of and bind each party's permitted assigns and successors.

10.8 Independent Contractors. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect.

10.9 Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.10 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent jurisdiction located in San Mateo County, California, and the parties hereby submit to the personal jurisdiction and venue therein.

10.11 Complete Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

[SIGNATURE PAGE TO FOLLOW]

Signatures

Customer: City of Eastvale

Signature:

Name: Henry Garcia

Title: Acting City Manager

Date: 01/27/2022

OPENGOV, INC.

DocuSigned by:

Signature: Waranya Simbeck
CDB229D77FA24E1...

Name: Waranya Simbeck

Title: Head of Finance

Date: 2/1/2022

[SIGNATURE PAGE TO OPENGOV SOFTWARE SERVICES AGREEMENT]

OPENGOV

OpenGov Inc
PO Box 41340
San Jose, CA 95160
United States

Created On: 1/14/2022
Quote Expiration: 1/31/2022
Subscription Start Date: 2/1/2022 **Subscription End Date:** 1/31/2027

Prepared By: Andrew Kercado
Email: akercado@opengov.com
Contract Term: 60 Months

Customer Information

Customer:	City of Eastvale, CA	**Contact Name:**	Amanda Wells	**Contact Name:**	Amanda Wells
Bill To/Ship To:	12363 Limonite Avenue, Suite 910 Eastvale, California 91752 United States	**Email:** **Phone:**	awells@eastvaleca.gov (951) 703-4438	**Email:**	awells@eastvaleca.gov (951) 703-4438

Order Details

Billing Frequency: Annual
Payment Terms: Net Thirty (30) Days
Description: See Billing Table Below

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Term	Annual Fee
Budgeting & Planning	2/1/2022	1/31/2027	5	$34,200.00

Annual Subscription: **$34,200.00**

PROFESSIONAL SERVICES:

Product / Service	Description
OpenGov Deployment	Product configuration, setup, and training described in the attached SOW.

Professional Services Total: **$39,775.00**

Billing Table:

Billing Date	Amount Due	
February 1, 2022	$73,975.00	*(Software Services + Professional Services)*
February 1, 2023	$34,200.00	
February 1, 2024	$34,200.00	
February 1, 2025	$34,200.00	
February 1, 2026	$34,200.00	

Order Form Legal Terms

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at 6525 Crown Blvd #41340 San Jose, CA 95160 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the OpenGov Software Services Agreement ("SSA") attached, or if no such SSA is attached, the SSA available at https://opengov.com/terms-of-service and the applicable Statement of Work ("SOW") incorporated herein in the event Professional Services are purchased. The Order Form, SSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Software Services Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

City of Eastvale, CA

Signature:

Name: Henry Garcia

Title: Acting City Manager

Date: 01/31/2022

OpenGov, Inc.

DocuSigned by:

Signature: Waranya Simbeck

CDB229D77FA24E1...

Name: Waranya Simbeck

Title: Head of Finance

Date: 2/1/2022

OPENGOV

OpenGov Inc.
PO Box 41340
San Jose, CA 95160
United States

Created On: 1/14/2022
Quote Expiration: 1/31/2022
Subscription Start Date: 2/1/2022 **Subscription End Date:** 1/31/2027

Prepared By: Andrew Kercado
Email: akercado@opengov.com
Contract Term: 60 Months

Customer Information

Customer: City of Eastvale, CA
Bill To/Ship To: 12363 Limonite Avenue, Suite 910
Eastvale, California 91752
United States

Contact Name: Amanda Wells
Email: awells@eastvaleca.gov
Phone: (951) 703-4438

Contact Name: Amanda Wells
Email: awells@eastvaleca.gov
(951) 703-4438

Order Details

Billing Frequency: Annual
Payment Terms: Net Thirty (30) Days

Description: See Billing Table Below

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Term	Annual Fee
Budgeting & Planning	2/1/2022	1/31/2027	5	$34,200.00

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City of Eastvale, CA

Signature:

Name: Henry Garcia

Title: Acting City Manager

Date: 01/31/2022

OpenGov, Inc.

Signature:

Name:

Title:

Date:

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CONSENT CALENDAR
Agenda Item No. 11.10
August 12, 2026

Springbrook Enterprise Resource Planning Software Renewal Authorization

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Prepared By:

Amanda Wells, Finance Director/City Treasurer

Recommended Action(s)

Staff recommends that the City Council authorize a Five-Year Software Services Renewal with Springbrook Holding Company, LLC for enterprise resource planning financial software in an amount not-to-exceed $300,000, and authorize the City Manager to execute any related documents.

Summary

Financial enterprise resource planning (ERP) software packages are utilized by local government agencies to gather and organize data. Without an ERP system, the City would be unable to properly account for and track revenues and expenditures and adequately fulfill statutory and regulatory reporting requirements. The City has utilized an ERP system through Springbrook since 2013. The Springbrook ERP software provides the City with a finance suite including accounts payable, accounts receivable, bank reconciliation, budgeting, cash receipts, clearing house, fixed assets, general ledger, purchasing, project management, and payroll. In 2020 the City migrated to Springbrook's cloud version of the software. Currently, staff is working towards issuing a request for proposals (RFP) for ERP services and expects to select an ERP software provider and implementation partner by next summer. In the meantime, the City needs to continue with its current Springbrook software agreement until the new ERP is implemented.

Background

The city entered into a contract for on-premise ERP software with Springbrook in 2013. In 2020, the city migrated to Springbrook's cloud-based software, eliminating the need for onsite servers and the maintenance costs related to servers. The migration included additional software functionality such

as import functions, check voucher and reporting, customizable checks, enhanced ad-hoc reporting, and automatic software upgrades. The contract with Springbrook includes licenses and support maintenance for the fiscal year. Maintenance and support includes system and bug patches, information systems support, and any system updates that implement statutory changes such as State and Federal reporting. Additionally, the city contracts with Springbrook for integration services between Springbrook and OpenGov, the city's budget and transparency software. The integration allows for overnight data push updates from Springbrook to OpenGov. The integration allows OpenGov to mirror the current financial data housed in Springbrook. The current contract with Springbrook is evergreen and renews automatically annually, as such, no contract renewal is required. The contract may be canceled at the end of each service year. Staff recommends City Council authorize an additional five years of renewals. Staff is preparing to issue an RFP for ERP software and intends to begin implementation within the next 12 to 18 months. Implementation will likely last an additional 18 to 36 months. While implementation is underway, the city will need to maintain the Springbrook software to ensure operations continue smoothly and without interruption during the new ERP implementation.

Environmental

Not applicable.

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

ERP software is a basic financial necessity in order to meet statutory and regulatory requirements of operating a municipal organization and is not a strategic activity.

Fiscal Impact

Total annual fiscal impact with is approximately $55,000 for fiscal year 2026-27 and will increase with CPI in the following years. Adequate budget was appropriated during the fiscal year 2026-27 budget process and is available for the Springbrook contract in General Fund account 100-210-6615.

Prior City Council/Commission Action

The original Springbrook contract approved in 2013 was under $25,000 and administratively approved. Previous City Council action occurred on August 26, 2020 (item 11.11) when a six year pricing contract was approved with a 4.5% CPI annual inflator. Integration services between Springbrook and OpenGov was approved by City Council on June 22, 2022 (item 11.7).

Attachment(s)

Attachment 1 - Springbrook Software Order Form

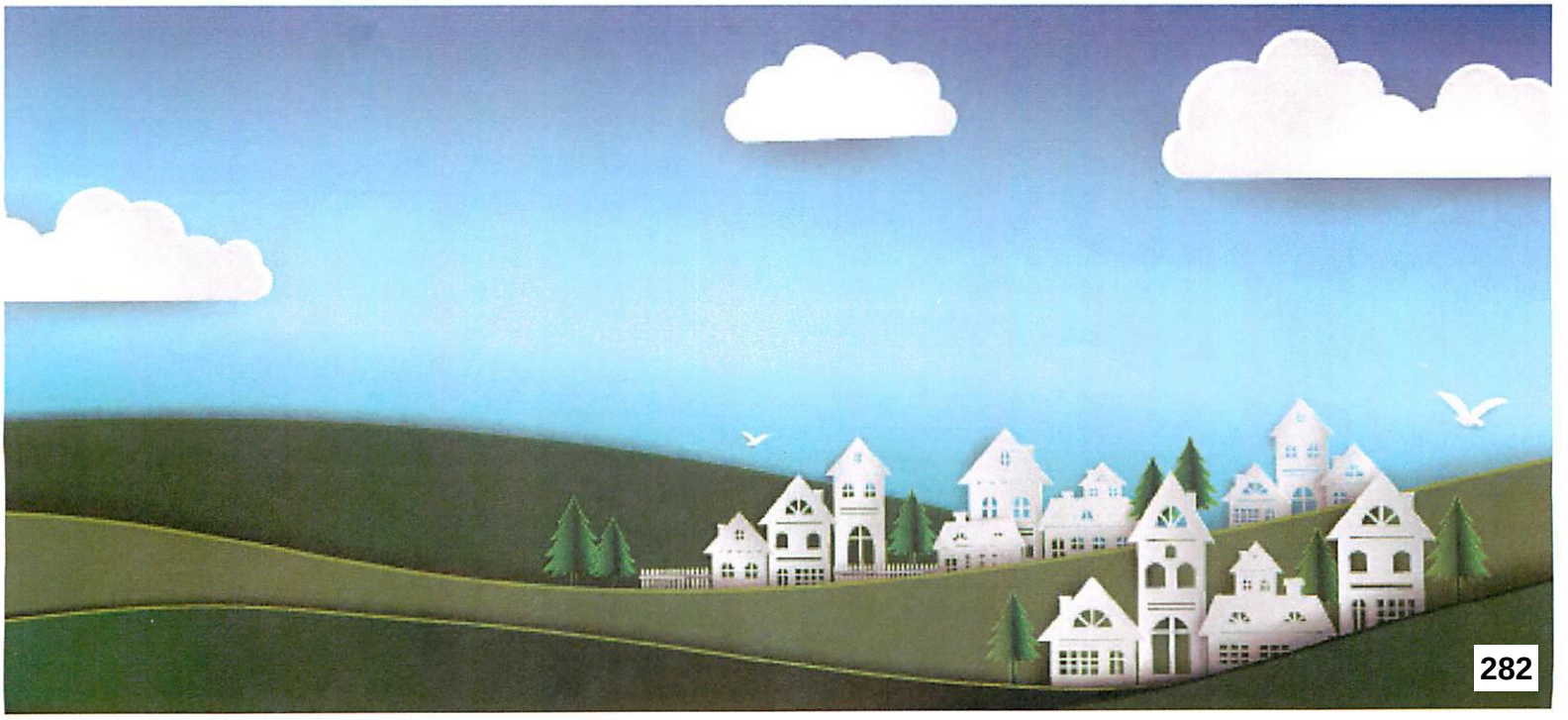
DocuSign Envelope ID: C1CA1478-EEA2-4504-9152-E10A953FB6F6

Springbrook

Order Form for Eastvale, CA - City of

10-15-2020

Eastvale, CA - City of SaaS Cloud Migration



Dear Amanda Wells,

Thank you for the opportunity to submit this order form in the amount of $45,915.00.

All of us at Springbrook are working to provide the best possible solutions for your agency and your citizens.

Our goal is nothing short of your 100% satisfaction.

Thank you for being a valued customer.

Sincerely,

Taylor Lemmon

Taylor Lemmon

Product Pricing

Item Name	List Price/Unit	Product description	Duration	Quantity	Discount %	Net Price
Accounts Receivable Subscription	$4,114.62		1	1	0%	$4,114.62
Finance Suite Subscription	$16,859.51		1	1	36.96%	$10,627.98
Human Resources Management Subscription	$4,500.00		1	1	0%	$4,500.00
Payroll Subscription	$9,000.00		1	1	0%	$9,000.00
Project Management Subscription	$4,976.70		1	1	0%	$4,976.70
Purchase Orders Subscription	$4,695.70		1	1	0%	$4,695.70

Total List Price	$44,146.53
Discount	14.12%
Products Total Net Price	**$37,915.00**

Professional Services Pricing

Item Name	List Price/Unit	Quantity	Discount %	Net Price
SaaS Migration Professional Services	$169.00	80	40.83%	$8,000.00
			Total List Price	$13,520.00
			Discount	40.83%
			Professional Services Total Net Price	**$8,000.00**

Grand Total:	**$45,915.00**

Order Detail

General Information

Customer Name:	Eastvale, CA - City of
Customer Contact:	Amanda Wells
Customer Address:	12363 Limonite Ave. Suite 910, Eastvale, California, United States, 91752

Governing Agreement(s):	This Order Form is governed by the applicable terms found at: MSA: https://sprbrk.box.com/v/sprbrk-saas-terms MLA: https://sprbrk.app.box.com/v/sprbrk-onpremise-terms Professional Services: https://sprbrk.app.box.com/v/sprbrk-svcs-terms
Term(s):	year

Order Terms

Order Start Date

The Order Start Date is defined as follows:

Items Ordered	Order Start Date
Professional Services Orders	Date of last signature on the Order Form
Software Licenses, Subscriptions, Maintenance and Hosting (New)	The earlier of a) date of delivery** of software or log-in to hosted software to Customer or b) 60 days after last signature on the Order Form
Software Licenses, Subscriptions, Maintenance and Hosting (Renewal)	The day after expiration of your last order of the same product

**The date of delivery of software to the Customer is the date the software is made available to the customer, either by delivery of software or delivery of first log-in to a hosted environment, which may be either a test or production environment. This date of delivery is frequently earlier than the dates professional services are completed, the Customer completes user acceptance testing, the Customer distributes additional log-ins to end users, and the Customer go-live in a production environment.

Order Duration

The Order Duration is defined as follows:

- Any Software Licenses or Hardware are one-time, non-refundable purchases.
- Subscriptions, Maintenance, Hosting and Support ("Recurring Services") continue fromthe Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months).

- Orders for Recurring Services auto-renew unless the Customer or Springbrook provides awritten notice of non-renewal at least sixty (60) days' before the end of the Order Term
- Subscription Service fees and any other recurring fees will be subject to an automatic annual increase by not more than four percent (4%) of the prior year's Subscription Service fees ("Standard Annual Price Increase").

Invoice Timing and Delivery

Invoices are delivered electronically via e-mail to the billing contact on file for the Customer. Customer invoices are issued for the full amount of software and services purchased as follows:

Items Ordered	Invoice Timing
Professional Services Orders	Monthly for services in the prior month
Software Licenses and Hardware	Customer signature on Order Form
Subscriptions, Maintenance and Hosting (New)	Customer signature on Order Form
Software Licenses, Subscriptions, Maintenance and Hosting (Renewal)	60 days in advance of the Order Start Date
CivicPay Transactions	Monthly for transactions in the prior month

Payment Terms

Currency	USD
Payment Terms	Net 30
Billing Contact	Amanda Wells
Billing Email	awells@eastvaleca.gov
If Customer requires PO number on invoices, it must be provided to the right and Customer must provide Springbrook copy of the PO prior to invoice issuance. If no PO number provided prior to invoice issuance date,	
invoices issued on this Order Form will be valid without a PO reference.	

PO# (If required):

As Buyer, by signing you agree to the terms and conditions as set forth in this agreement.

Agency Representative

BUYER SIGNATURE

BUYER SIGNATURE DATE 10/22/2020

As Seller, by signing you agree to the terms and conditions as set forth in this agreement.

Springbrook Representative

SELLER SIGNATURE DocuSigned by: Jared Hale 07A565F349F844F...

SELLER SIGNATUE DATE 10/15/2020

Jared Hale

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CONSENT CALENDAR
Agenda Item No. 11.11
August 12, 2026

Cooperative Agreement with Corona Norco Unified School District for Rondo Elementary School Back Lot Student Drop-Off/Pickup

Prepared By:

Jimmy Chung, Public Works Director/City Engineer

Recommended Action(s)

Staff recommends that the City Council:

1. Approve the Cooperative Agreement with CNUSDfor preconstruction phase of the Back Lot Student Drop-Off/Pick area project at Rondo School of Discovery; and
2. Approve and Adopt a Resolution Amending the 2026-27 Fiscal Year Operating Budget for the Cooperative Agreement; and
3. Authorize the City Manager to execute all necessary documents.

Summary

Staff is seeking approval to enter into a Cooperative Agreement with the Corona Norco Unified School District (CNUSD) for the preconstruction phase of the Back Lot Student Drop-Off/Pick area project at Rondo School of Discovery.

Background

There exists a potential opportunity to construct a dedicated school traffic drop-off and pick-up area for Rondo Elementary on an existing vacant lot owned by the Orange County Flood Control District (Attachment 1). Located within a designated floodplain, this improvement is intended to address longstanding traffic congestion and enhance safety and circulation during peak school arrival and dismissal periods.

Recognizing the significant community benefit of this improvement, the City has partnered with the Corona-Norco Unified School District (CNUSD) to advance the project. Under this partnership, the City will serve as the lead agency, coordinating with permitting agencies and retaining the consultants necessary to prepare environmental documentation and design plans. CNUSD will fund the design and construction of the improvements, while the City will maintain oversight and final decision-making authority throughout the project to ensure compliance with all regulatory and project requirements.

To clearly define each party's responsibilities and financial obligations, staff, in coordination with the City Attorney's Office, prepared a Cooperative Agreement with CNUSD. The agreement has received approval from the CNUSD Board on July 28, 2026. Upon execution of the agreement, the City will issue a Notice to Proceed to the design consultant, initiating preconstruction activities, including environmental studies and project design. Following completion of the environmental review and design phase, and contingent upon obtaining the right to use the vacant lot from Orange County Flood Control District, the agreement will be amended or a new cooperative agreement will be prepared to address the construction-phase services and will be brought back to the City Council for future consideration and approval.

Throughout the duration of the project, City staff will work closely with CNUSD and the design consultant to ensure the project is delivered efficiently, meets all regulatory requirements, and achieves its primary objective of improving student access, traffic operations, and public safety for the surrounding community.

Environmental

California Environment Quality Act (CEQA) review is not required at this time and there is no commitment to construct the project. Preparation of any necessary environmental clearances for the project is a part of the scope of work contemplated by this Cooperative Agreement.

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

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

Fiscal Impact

The total fiscal impact associated with approval of the Cooperative Agreement is estimated to be $335,000. All project expenditures incurred by the City will be fully reimbursed by CNUSD up to $335,000, excluding City staff time. Initial project costs will be funded using General Fund (100-510-6490-93034) and subsequently reimbursed, resulting in no net fiscal impact to the City. A budget resolution is required to amend the fiscal year 2026-27 operating budget in the amount of $335,000 in the General-Fund Public Works Contract Services account 100-510-6490-20003-0000 for expenditures and $335,000 in revenues in General Fund miscellaneous revenue account 100-000-4700-20003-0000.

Per section 2.1 of the cooperative agreement: CNUSD will promptly pay in full all itemized invoices received from City for costs related to the Student Drop-Off/Pick-Up Area with the total amount not to exceed $335,000, unless additional funding is approved in advance in writing by CNUSD. Staff will prepare an invoice detailing the total costs amounts due and payable to Eastvale for pre-construction costs.

Prior City Council/Commission Action

On June 10, 2026, the City Council approved the Professional Services Agreement with CNS Engineers, Inc. for the Hellman Avenue Street Widening Project, which included as an optional task within the scope of work the pre-construction phase work related to the Rondo Elementary Student Drop-Off/Pick-Up Lot.

Attachment(s)

Attachment 1 - Existing vacant lot owned by the OCFCD
Attachment 2 - Cooperative Agreement
Attachment 3 - Budget Resolution

PHILISTINE
RONDO SCHOOL
OF DISCOVERY
CUCAMONGA CREEK
Legacy Park St
Walters St
Walters St
Hereford Dr
Hereford Dr
Hereford Dr
Hereford Dr
Hellman Ave
Hellman Ave
Hellman Ave
Hellman Ave
Hall Ave
GENERAL GROWERS

Pre-Construction Cooperative Agreement
Rondo Elementary School Auxiliary Student Drop-Off / Pick-Up Area

This Cooperative Agreement ("Agreement") is made and entered into this 28 day of July, 2026 ("Effective Date") by and between the City of Eastvale, a California municipal corporation, ("City") and Corona-Norco Unified School District, a California school district ("CNUSD"). The City and CNUSD may collectively be referred to as the "Parties."

RECITALS

WHEREAS, CNUSD operates the public school system serving the residents of City, including Philistine Rondo School of Discovery, an elementary magnet school located at 14977 Walters Street in the City ("Rondo");

WHEREAS, City is planning to construct certain improvements along Hellman Avenue from River Road northerly to approximately 500 feet north of Walters Street (collectively the "Improvements"), including but not limited to, the widening of the northbound (east) side of Hellman Avenue, and the construction of an auxiliary student drop-off / pick-up area to serve Rondo (the "Student Drop-Off/Pick-Up Area", as more particularly described in in Exhibit "A" to this Agreement ("Scope of Services");

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to the Joint Exercise of Powers Act set forth at Government Code §6500 et seq., since the Scope of Services consist of contracting powers common to both agencies and will benefit the Parties as well as the Eastvale community;

WHEREAS, to help facilitate and expedite the construction of the Improvements, the City will manage the pre-construction phase of the Improvements. CNUSD will reimburse City for all costs associated with the pre-construction of the Student Drop-Off/Pick-Up Area, consistent with Section 2 of this Agreement, except for the costs of City staff time associated with the pre-construction phase of the Student Drop-Off/Pick-Up Area;

WHEREAS, the purpose of this Agreement is to memorialize the mutual understandings of the Parties with respect to the pre-construction phase and funding of the Improvements. The Parties further acknowledge their intent to amend this Agreement, or enter into a separate agreement, prior to construction to address the terms governing the construction phase of the Project. The Parties further acknowledge that neither Party currently owns, leases or otherwise controls the property where the Student Drop-Off/Pick-Up Area is proposed and that construction of the proposed Student Drop-Off/Pick-Up Area is dependent upon obtaining the property rights necessary for such Improvements to be constructed, but that both Parties nonetheless desire to proceed with pre-construction planning for such Improvements.

NOW, THEREFORE, in consideration of the above recited premises, together with the mutual covenants herein contained and attached hereto, it is agreed that:

1. City Obligations.

1.1 City will retain consultants for the pre-construction phase of the Improvements, including but not limited to engineering, inspection, and materials testing. The scope of work is described in Exhibit "A" to this Agreement.

1.2 City, or its consultants, will obtain all necessary permits or other governmental approvals necessary in the Pre-Construction Phase.

1.3 City staff will provide oversight and management of the project, including but not

limited to interacting with and providing direction to consultants hired by City for the project. City agrees to use reasonable efforts to cause the Improvements to be designed in a timely manner, however, priority will be given to projects contained in the City's adopted capital improvement plan and the City makes no representations regarding the timeline for the completion of the Improvements or the availability of City staff to work on this project.

1.4 City will serve as lead agency under the California Environmental Quality Act for the project.

1.5 City will invoice CNUSD for all pre-construction costs incurred by the City related to the Student Drop-Off/Pick-Up Area portion of the Improvements, except that City will not charge CNUSD for the cost of City staff time.

2. CNUSD Obligations.

2.1 CNUSD will promptly pay in full all itemized invoices received from City for costs related to the Student Drop-Off/Pick-Up Area with the total amount not to exceed $335,000, unless additional funding is approved in advance in writing by CNUSD, which written approval shall be delivered in compliance with Section 4.

2.2 CNUSD will review, provide comments on, and approve the scope of work and fee for each consultant retained by City pursuant to Section 1.1 prior to the City's execution of the Agreement with the consultant.

3. Termination. Either Party may terminate this Agreement upon sixty (60) days' written notice to the other Party. CNUSD shall remain liable for all pre-construction costs and expenses incurred by City in relation to the Student Drop-Off/Pick-Up Area from the date the termination notice is delivered through the effective date of the termination sixty (60) days thereafter. Upon receipt or delivery of any such termination notice, City agrees to expedite the cancellation and/or termination of all pre-construction contracts and services then in effect related to the Student Drop-Off/Pick-Up Area in order to minimize CNUSD's liability for any such costs and expenses. If this Agreement is terminated pursuant to this Section 3, City shall prepare and submit to CNUSD a final invoice promptly after receiving final invoices from all approved consultants, and CNUSD shall pay such amount to City within thirty (30) days of receipt of the final invoice.

4. Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other addresses as the respective Parties may provide in writing for this purpose:

City:	CNUSD:
City of Eastvale 12363 Limonite Ave, #910 Eastvale, CA 91752 Attention: Jimmy Chung City Engineer Email: jchung@eastvaleca.gov	Corona-Norco Unified School District 2820 Clark Avenue Norco, CA 92860 Attention: Tracy Payne Administrative Director, Business Services Email: tpayne@cnusd.k12.ca.us

Such notice may be provided by personal delivery, by first class mail, by express delivery or by email transmission. Notice shall be deemed to made as follows: (A) when personally delivered, upon actual delivery; (B) when mailed, seventy-two (72) hours after deposit in the U.S. Mail, first class postage prepaid; and (C) when sent by express delivery, upon delivery as documented by the delivery service. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

5. Indemnification. Each Party shall indemnify and hold the other Party and its officials, officers, employees and agents free and harmless from and against any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, to the extent arising out of or incident to any negligent acts, omissions or willful misconduct of the indemnifying Party or its officials, officers, employees and agents related to the performance of this Agreement or the design and construction of the Improvements, including attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, the indemnifying Party shall not settle any lawsuit with respect to the other Party to this Agreement without such Party's consent, which consent shall not be unreasonably withheld.

6. General Provisions.

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

6.2 If any Party commences an action against another Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

6.3 This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

6.4 This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any cause of action arising under this Agreement shall be in Riverside County.

6.5 This Agreement shall be binding on the successors and assigns of the Parties.

6.6 No Party shall assign, hypothecate, subcontract or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of the other Party. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

6.7 Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to any Party shall include all officials, officers, employees and agents of that Party, except as otherwise specified in this Agreement. The caption of the various sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

6.8 There are no third-party beneficiaries of any right or obligation assumed by the Parties.

6.9 If any portion of this Agreement is declared invalid, illegal, or otherwise

unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect. In addition, if any portion of this Agreement is declared to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, or is otherwise deemed to be such by legal counsel for the Parties to this Agreement, the Parties shall use their reasonable best efforts to amend this Agreement to remove the inappropriate provision(s); provided, however, that if the amendment cannot be made in a manner which preserves all essential parts of the consideration for any Party, such Party may terminate this Agreement as soon as is reasonably practicable or as required by law.

6.10 Each Party warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party also warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party hereto.

6.11 This Agreement may be signed in one or more counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their respective duly authorized representatives.

CITY OF EASTVALE

_____

Mark Orme, City Manager

Attest:

_____

Marc Donohue, City Clerk

Approved as to Form:

_____

Erica Vega, City Attorney

CORONA NORCO UNIFIED SCHOOL DISTRICT

Melissa Elwood (Jul 29, 2026 11:35:43 PDT)

Melissa Elwood, Assistant Superintendent

Attest:

_____

[Name], [Title]

Approved as to Form:

Douglas Yeoman

Douglas Yeoman (Jul 29, 2026 12:37:37 PDT)

Douglas N. Yeoman,
CNUSD Legal Counsel

Exhibit A

SCOPE OF SERVICES

Scope of Services

Project Description
The Consultant shall provide the City of Eastvale with engineering, environmental, right-of-way, utility coordination, and construction design support services in phases and as directed by the City related to the Hellman Avenue Street Widening Project (CIP No. 93034) (hereinafter referred to as the "Project") in the City of Eastvale.

The intent of the Project is to widen the northbound (east) side of Hellman Avenue from River Road northerly to approximately 500 feet north of Walters Street to the ultimate condition supporting room for a median, two through lanes, a Class II bike lane, a curb, a gutter and a raised sidewalk. The Project will widen the east side of two bridges including Cucamonga Creek Bridge (Br. No. 56C0268) and Chandler Street Channel Culvert Bridge (Br. No. 56C0343). Improvements shall join the exiting street cross section north of Walters Street, the existing street section fronting the Philistine Rondo School of Discovery (Elementary School) south of Walters Street, and approximately 1,200 feet of fully improved Hellman Avenue located immediately south of Chandler Street. Improvements include extending the existing pipe culvert in the Eastvale Storm Drain Low Water Crossing located approximately 900 feet north of River Road. In total, the project limits are one and a half miles long.

The existing Cucamonga Creek Bridge shall be seismically retrofitted with rehabilitation in accordance with Caltrans bridge design standards. An auxiliary student Drop-off and Pick-up facility shall be provided within the vacant OCFCD property immediately south of the Rondo Elementary School.

Scope of services includes the Project Approval and Environmental Documentation (PA&ED) Phase for Hellman Avenue Widening while services for Phases of final design Plans, Specifications and Estimate (PS&E), Regulatory Permitting (408/404/401/1600), Right-of-Way and Utility Relocation Coordination, and Design Services During Constriction (DSDC) will be amended once the Project is environmentally cleared. Scope of services includes the PA&ED phase, PS&E Phase, Environmental Permitting, and Construction Support Services for the student Drop-Off and Pick-Up site.

Phase I - Project Approval and Environmental Documentation (PA&ED) and 30% Plans and Estimates

A – Project Administration and Coordination

1.1 Project Management
The Consultant's project administration shall be conducted to ensure timely progress reporting and billing, accurate project record keeping, monitoring of costs, progress, deliverables, and adherence to quality standards. Internal project coordination meetings shall be conducted monthly through office meetings, conference calls and exchange of emails, to maintain good project communication. This task includes Schedule Control, Document Control, Accounting and Invoicing, and Cost Control.

Accounting, Invoicing and Cost Control: The consultant shall establish a project accounting system consistent with the City's invoicing and tracking requirements; prepare subconsultant agreements; monitor subconsultant progress and review/approve invoices; prepare monthly progress reports and invoices in accordance with the City guidelines. All man-hours, direct and indirect costs shall be tracked. The invoice format shall be acceptable to the City and shall be broken down with tasks that are consistent with the scope of services.

Schedule Control: During the project development, the consultant shall ensure that the schedule adheres to all contractual requirements. The schedule in Microsoft Project format depicts start and end dates of each task, predecessors, and identifies the critical path. The schedule will be submitted at the Kick-Off meeting and is updated monthly. The consultant shall work closely with the City to establish the delivery requirements.

Document Control: All design and correspondence materials shall be logged and filed electrically according to a project-specific document control system. Written external correspondences for the project shall be provided to the City.

***Deliverables**: monthly invoices, progress reports, schedule updates, document logs*

1.2 Meetings and Coordination
The Consultant's Project Manager or his designated assistant will take the lead in the coordination of all project activities, including coordination with other agencies, deliverables submissions, permits, and similar coordination efforts consistent with the scope of services.

This task includes general management and coordination among the cities, Flood Control regulatory agencies, Consultant Team, and other key stakeholders. This task includes a Kick-Off meeting, Monthly Virtual PDT Meetings and Focus Meetings. A total of twenty-four (24) PDT meetings, twelve (12) technical focus meetings, and one City Council meeting are budgeted for the CEQA IS/MND documentation level. No community informational/public meetings are assumed. Project meetings shall be conducted to maintain good project communication in purposeful and concise meetings. A meeting agenda for all meetings shall be prepared in advance. All action items listed in the meeting minutes shall be reviewed in every meeting. The PDT meetings shall review a Project Chronology listing all key decisions made over the life of the project and a Submittal/Deliverable Log.

Project coordination shall be established by frequent progress review meetings or conference calls. Proactively initiate communications efforts with the City to address key issues in a timely fashion and bring any potential complex project issues to the attention of the City Project Manager as quickly as possible.

***Deliverables:** meeting agendas, meeting minutes and coordination memorandums. It is assumed that public informational meetings are not required.*

1.3 Quality Assurance and Quality Control
The Consultant shall provide Quality Control and Quality Assurance (QC/QA) for all project documents including but not limited to technical reports, design calculations, plans, and specifications to ensure that all documents are checked, corrected, and backchecked for accuracy and completeness. Subconsultants' submittals shall be reviewed to ensure that appropriate background information, study methodology, interpretation of data, and format and content are completed in accordance with current standards. All related correspondence and memorandum are routed and received by affected persons and filed appropriately. Where different disciplines are involved, implement means to ensure that conflicts do not exist. The project team shall review the design documents to make sure that the development of the Preliminary Engineering Studies, Environmental Documents, and Final PS&E (Contract Bid Documents) are consistent with the project requirements so that the approval process is expedited. The QC/QA Plan shall be submitted for City review and approval within two weeks of the kickoff meeting.

***Deliverables:** QA/QC Plan and QC Statements at Progress Submittals.*

Task B – Records and Base Plans

2.1 Data Collection and Site Reconnaissance
The Consultant shall collect available existing technical reports, data, as-built plans, survey records, master drainage plans, and information relevant to the project from the City of Eastvale, City of Chino, San Bernardino County Flood Control, and Riverside County Flood Control, US Army Corps of Engineers, and other agencies; and identify utilities in the project area.

The Consultant shall conduct a field investigation to familiarize the project team with the drainage conditions, structures, utilities, flow patterns, existing design constraints, and existing / ongoing improvements in the project area. The field review shall assist the design team in verifying plan information obtained in data research and collection, clarifying the project scope, documenting existing site conditions, and evaluating potential unforeseen issues that may cause delay to the project. A photo album shall be prepared to document field conditions within the project site.

Deliverables: *Document Log, Shared Master Project Files, Photo Log, Field Notes.*

2.2 Engineering Surveying and Aerial Topographic Mapping
The Consultant's subconsultant – BKF, will provide services for this task.

3D Laser Scanning Design Survey: Perform a field topographic survey using the Leica p40 laser scanner to document existing site topography and planimetrics within the area of proposed improvements. Substantial, visible improvements will be located within the project limits, including buildings, walks, curbs, drives, gutters, walls, trees, and fences. Visible indications of surface utilities will also be located, as will lid/rim elevations for drainage structures present. Inverts for storm and sewer structures will be measured. The laser scanner was chosen for its improved safety and efficiency.

Aerial Drone Topographic Survey: Current aerial topography and existing planimetrics data will be obtained for the site. The photography will be flown for using the Matrice 4 Enterprise Drone at a scale of 1" = 20', with contours compiled at 1-foot intervals. Spot elevations and existing site features identifiable from photography will also be compiled. To provide sufficient coverage for design, the aerial limits will extend to cover the proposed limits. This line item includes the field work to set horizontal and vertical control required for the aerial effort, which will be based on a California State plane horizontal basis, and available local agency vertical datum.

A color digital ortho-photo will be prepared from the photography. The ortho-photo will be a rectified image so as to closely match the compiled topography, providing the capability to prepare accurate, color exhibits on subsequent efforts.

Survey for utility potholing and geotechnical exploratory borings, and additional supplemental surveys for design needs will be performed in the PS&E Phase.

Deliverables: *a color orthophoto, an AutoCAD drawing file along with the Ascii point file of the survey points collected in the field.*

2.3 Utility Research and Base Mapping
The Consultant's subconsultant – Monument ROW will identify utilities in the project area and obtain as-built plans or inventory maps from the utility owners for their existing facilities. This task will involve on-line research and preparing and emailing preliminaries on City letterhead and follow-up letters requesting current information on any existing facilities.

The Consultant will prepare a utility map showing the location of the existing utilities based on the record drawings provided by the utility companies and by the collection of various as-built plans and by information provided by the topographic surveys.

Deliverables: *Introductory request for as-built plans notices, as-built facility maps, and a preliminary utility base map.*

Task C – Project Approval (Preliminary Engineering Design) and Environmental Documentation [PA&ED]

3.0 Project Approval (Preliminary Engineering Design)

3.1 Traffic Study
The Consultant's subconsultant – LSA will provide services for this task.

Traffic Operations Analysis: It is assumed that the City follows the County of Riverside's Transportation Analysis Guidelines for Level of Service (LOS) and Vehicle Miles Traveled (VMT), [TA Guidelines dated December 2020 for Level of Service (LOS) based Traffic Operations Analysis (TOA)]. The TOA for the proposed Project will be prepared according to the TA Guidelines, City's General plan goals and policies, and in coordination with City staff and other stakeholders. It will evaluate existing traffic conditions, opening year conditions, and design year conditions for the no build and build alternatives. Traffic conditions will be examined for the weekday a.m. and p.m. peak hours for intersections and daily conditions for roadway segments.

The study area of the Project includes up to five intersections along Hellman Avenue and four roadway segments. The TOA will include preparation of a methodology memorandum, coordination with City staff and other stakeholders, intersection and roadway data collection, traffic volume development using traffic counts and forecast data from Riverside County Transportation Model (RIVCOM), an LOS and queuing analysis for study intersection and roadway segments, and recommendations of necessary improvements to offset any LOS or queuing related deficiencies under build conditions, if required. A draft TOA Report will be prepared documenting the analysis and will be submitted to City staff.

VMT Analysis: The City's resolution 20-44 establishes VMT Analysis methodology, threshold and significant impact criteria for City projects. Per the City methodology, a significant transportation impact would occur for a transportation project if addition of the project results in a net cumulative increase in regional VMT for the County of Riverside. Per the City's General Plan Mobility and Circulation Element, Hellman Avenue is designated as a secondary collector, and as Commuter corridor designated to carry high traffic. The Project proposes to widen approximately 1.5 miles roadway with addition of one northbound through lane. As such, the project could be classified as a capacity enhancing project, and a detailed Vehicle Miles Traveled (VMT) analysis will be required.

LSA will utilize RIVCOM for the project VMT analysis. The total roadway VMT under Future Build Conditions will be compared to the VMT under Future No-Build Conditions for entire Riverside County to estimate the VMT attributable to the Project. However, the definition of region for purposes of this analysis may need to be revisited as the project VMT impact influence area may not require VMT comparison for the entire county. As such, definition of the appropriate region for purposes of VMT analysis will be determined based on discussion with City staff.

As recommended in the City's VMT Guidelines, an increase in the regional VMT will indicate a significant VMT impact. A draft VMT Analysis Report will be prepared documenting analysis methodologies, analysis and findings. The draft report will be submitted to City staff.

It should be noted that since the outcome of VMT analysis is unknown at this point, no VMT mitigation task has been proposed. If a VMT mitigation task is required, additional scope and budget will be required.

Deliverables: *TOA Report (Draft and Final), VMT Analysis Report (Draft and Final)*

3.2 Roadway Conceptual Design Alternatives and 30% Complete Design Plans

The Consultant shall prepare two street improvement concepts in approximately 10% complete for review by the City. The Consultant shall obtain approval, after review/comments, from the City prior to finalizing the exact alignment and layout of each concept. For any document and report reviews required, the Consultant should anticipate a two-week turnaround by the City for its reviews.

These two roadway alternatives should consider right-of-way constraints, environmental limitations, and other relevant regulatory or physical restrictions. The structural assessment for the feasibility of bridge widening is prepared in Task 3.5. Each roadway conceptual alternative shall be analyzed with respect to cost, pedestrian and bicyclist accessibility and connectivity, safety, design and geometric site constraints, environmental impacts, right-of-way and utility relocation requirements.

The analysis results of these alternatives will be summarized in a memorandum and presented to the City for selection of the preferred roadway design alternative. The following two alternatives are envisioned:

- The first design alternative shall consist of the study of the full section improvements from River Road to north of Walters Street incorporating the ultimate roadway section based on the City General Plan. Roadway sections over the Cucamonga Creek Channel and within the Low-Flow Eastvale Storm Drain segment will have a reduced median section as a left-turn storage pocket is not needed within the area.
- The second design alternative will consider reductions in the section and parkway landscaping in environmentally sensitive areas or areas where the right-of-way acquisition costs may be high.

Geometric layout will confirm the need to relocate the Type 1A and Ped Push Button at the undeveloped northeast quadrant of Hellman Avenue and Waters Street intersection. Two 40-scale plan and profiles alternatives are laid out identifying traffic signal improvements, striping configuration, parkway landscaping concept, drainage facilities, and include a construction staging concept for temporary traffic handling during construction and right-of-way requirements are identified.

The Consultant shall provide a geometric conceptual design in 30% complete for the selected preferred alternative. The alternative exhibit shall show all proposed curbs, pathways, traffic striping, lane configurations, turn pockets, existing and proposed right-of-way lines and potential acquisitions. The preliminary right-of-way requirements map is prepared in Task 3.7

***Deliverables**: Two 10% Complete Roadway Conceptual Plans in an Alternative Analysis Memorandum, 30% Design Complete Plans and Estimate for the Preferred Alternative*

3.3 Preliminary Geotechnical Investigation and Reports

The Consultant's subconsultant – Group Delta Consultants will prepare two separate geotechnical deliverables, a Preliminary Foundation Report (PFR) for 30% bridge design (a creek bridge and a culvert-type bridge) and a Preliminary Geotechnical Design Report (PGDR) for roadway elements. The preliminary geotechnical investigation will be based on a site reconnaissance with photographic documentation and review of available existing information with no subsurface investigation. Geotechnical subsurface investigations (i.e., exploratory borings) for final design of roadway and bridge improvements will be deferred until 65% design after the bridge improvement strategy has been defined in this PA&ED Phase. PA&ED level reports will be developed in general accordance with the Foundation Reports for Bridges module and Geotechnical Design Reports module of the Caltrans applicable geotechnical manual and guidelines.

***Deliverables:** One (1) Preliminary Foundation Report (PFR) for Bridge and RCB 30% Design; One (1) Preliminary Geotechnical Design Report (PGDR) for Roadway Elements*

3.4 Preliminary Hydraulics and Hydrology Study

The Consultant's subconsultant – BKF will prepare a drainage report based on the roadway improvements and the improvements to the existing storm drain facilities as required to accommodate runoff under post-project conditions. The preparation of the drainage report will include hydrologic analyses to compute peak storm water discharges for 10-, 25-, and 100-year events tributary to the affected facilities. Once determined, the peak discharges will be used to size proposed storm drain improvements including improvements to existing catch basins and storm drain lines. This task also includes performing hydraulic analyses at the Cucamonga Channel, at the Chandler Street Channel, and the Eastvale Storm Drain Low Flow culverts. The hydraulic analyses will model the flood control conveyances approximately 200 LF upstream and downstream of the Hellman Avenue culverts to ensure the proposed roadway and culvert extensions will not adversely impact the hydraulic condition of the culverts. At the Cucamonga Creek Channel, a bridge hydraulic analysis will be performed for the 100-year design flow of the channel to ensure the proposed bridge widening will meet the freeboard criteria. The bridge hydraulic model will be assembled based on the Cucamonga Channel as-built plans and the design flow rate that is used for the channel design. It is assumed that a hydrology study is not needed to determine the 100-year flow rate for the channel.

Deliverables: *Project Drainage Report*

3.5 Bridge 30% Design Study

Based on the geometric design of the preferred roadway alternative identified in Task 3.2, the Consultant shall prepare preliminary bridge design and rehabilitation evaluation in approximately 30% design completion level including performing preliminary structural design and seismic analyses for the Cucamonga Creek Bridge (Br. No. 56C0268) in accordance with Caltrans bridge design standards and California-amended AASHTO LRFD Bridge Design Specifications. The structure study covers the Chandler Street Channel Culvert Bridge (Br. No. 56C0343), which will be widened in accordance with Caltrans Standard Plans.

Replacement (if necessary) and rehabilitation options for the Cucamonga Creek Bridge will be considered. Up to two most feasible and cost-effective structure options should be identified. The Consultant will evaluate seismic performance of the preferred structure option to satisfy Caltrans' Seismic Design Criteria (SDC) and will coordinate with the team's geotechnical engineer to determine the foundation type and the hydraulic engineer to meet the freeboard requirements. The results and recommendations of the preliminary structure study shall be summarized in a Bridge 30% Design Study Report. The 30% bridge widening design for each structure shall include a bridge general plan, a preliminary foundation plan, itemized cost estimates with a 20% contingency, and other pertinent information such as utilities and safety railing needed to determine the proper structure type.

Deliverables: *Bridge 30% Design Study Report and Response to Agency Review Comments.*

3.6 Preliminary Right-of-Way Determination and Cost Estimates

The Consultant's subconsultant – Monument ROW will coordinate with the design team to identify right-of-way easements/acquisitions resulting from the proposed improvements. Additionally, Monument will provide information about existing conditions within the project limits including land use, and any existing rights or encumbrances known to exist on the affected properties. The specific steps Monument will take to determine impacts and estimate costs are as follows:

- Perform a GIS analysis to identify property and rights potentially affected by the proposed design.
- Use publicly available data and other real estate resources to confirm the ownership, land use, zoning, lot size, and improvements for each affected property.
- Perform a desktop inspection of properties to confirm the probable acquisition type (fee, easement, temporary construction easement, etc.) including identifying existing uses or personal property to be relocated (if any).
- Calculate the fee and/or easement area (including temporary construction easements) that will need to be acquired for each impacted property using design data and assessor boundary information.
- Estimate the total capital cost of acquisition for all parcels including real estate costs, relocation assistance, severance damages, loss of goodwill, fixtures and equipment, demolition and clearance as appropriate.
- Estimate the total support cost for all parcels including appraisal fees, condemnation costs, title and escrow fees, environmental fees, and consultant fees as necessary.
- Escalate costs to anticipated right of way acquisition date.
- Prepare a draft Right-of-Way Requirements Memorandum detailing the required property and rights, as well as the estimated cost of acquisition.
- Update and finalize the Right-of-Way Requirements Memorandum based on comments from the design team and the City.

Right-of-Way information gathered during preparation of the memorandum may also be used to supply information for the environmental analysis as necessary. No formal appraisals will be conducted and title reports will not be ordered in the PA&ED Phase.

Deliverables:

- *Right-of-Way Requirements Memorandum addressing each build alternative and including supporting data.*

- *Right-of-Way Cost estimate including detailed spreadsheet of all cost categories considered, support for cost assumptions (comparable sales, etc.) and any other primary research used to develop cost estimates.*

3.7 30% Design Cost Estimates
A Conceptual Construction Cost Estimate for both alternatives is prepared based on quantities calculated and available Construction Cost Data. A contingency of 25% (20% for bridges) will be added at this level of detail.

Deliverables: *Comprehensive Conceptual Cost Estimates*

4.0 Environmental Documentation

4.1 Environmental Project Management and Project Initiation
4.1.1 Project Management
The Consultant's subconsultant – LSA will undertake a variety of general project management tasks throughout the contract managing the deliverables outlined in the scope of work. This includes coordination of the day-to-day activities associated with the project and monitoring its scope, budget, and schedule. Other project management tasks include regular client contact, subcontractor management, and assistance to team members. LSA will provide written documentation of all substantive project developments in the form of client emails and/or phone conversation records and will follow up our submittals to outside parties and conduct coordination as necessary to ensure efficient and timely review.

This scope of work includes up to 18 virtual meetings between the PM and City staff (assumes 1-hour meeting with 1 additional hour for prep/minutes review). PIC is available as needed for up to 10 meetings,

4.1.2 Kickoff Meeting
LSA's Project Manager and PIC will attend a virtual project kickoff meeting (one hour in duration) with the City and the design team. The purpose of the meeting will be to discuss project background, scope, schedule, management, and the major project issues that have already been identified by the City's consultant team.

4.1.3 Project Description
LSA will work closely with the design team and the City to prepare a project description to be used in the technical reports and environmental documents. The project description will provide the level of detail necessary to support thorough environmental impact analyses. The project description will include details pertaining to the purpose of the roadway widening; the existing environmental setting; a description of the proposed project components; construction access and staging; and other essential project and construction details. A location map and graphics illustrating the project will also be prepared based on materials provided by the project design team.

LSA will provide the project description to the City and the design team, and a final version deemed acceptable for the technical reports and CEQA document will be prepared in response to comments. Preparation of the technical studies will commence following approval of the project description.

Deliverables: *Project Description (Draft and Final)*

4.2 Technical Studies
LSA will conduct the following technical studies based on the understanding of the Project at the preparation of this scope of services. The technical studies will be based on the approved project description (Task 4.1.3) and design provided for one build alternative (the City-preferred roadway alternative determined in Tasks 3.2 and 3.5). LSA will begin preparation of the technical analyses following receipt of these project materials and confirmation that neither the project description nor the design will change substantially enough to require revisions to the technical analyses.

LSA has scoped the level of effort for mapping/analysis on receipt of the project design in AutoCAD (i.e., .dwg) format and projected into a real-world coordinate system (e.g., State Plane) for efficient integration into GIS software. If revisions to the technical analyses are required based on changes to the Project Description or design, or if LSA needs to manipulate the design files to integrate them into GIS software, additional budget may be required.

Unless noted otherwise, LSA will directly incorporate the technical analyses into the CEQA document and will not prepare separate reports. Any scoped studies assume one draft and one final report incorporating consolidated comments from the City. Additionally, if the drop-off/pick-up area for students is included in the project, it is assumed this will be documented within the proposed studies (i.e., separate studies will not be prepared).

4.2.1 Air Quality, Energy, Greenhouse Gas

Implementation of the proposed project would generate construction criteria pollutant and greenhouse gas (GHG) emissions, which have the potential to exceed regional emissions thresholds established by the South Coast Air Quality Management District (SCAQMD). Additionally, construction activities associated with the Project could increase concentrations of particulate matter and toxic air contaminants. Following SCAQMD's CEQA guidelines, LSA will prepare an analysis of potential impacts related to air quality, GHG emissions, and energy resources resulting from the proposed project, by undertaking the following subtasks:

- Describe the Existing Regulatory Framework: The existing regulatory framework for air quality and global climate change will identify applicable federal, State, and City policies, regulations, and programs.
- Determine the Project's Consistency with Adopted Plans: LSA will review adopted plans related to clean air and the reduction of GHG emissions in the State of California, the SCAQMD, and the City and determine the project's consistency with these plans.
- Assess Project Criteria Pollutant Emissions: Construction activities associated with the proposed project would generate criteria pollutant emissions from site preparation, grading, soil hauling, and other construction activities on the project site. Consistent with SCAQMD guidance, LSA will calculate the construction criteria pollutant emissions using the California Emissions Estimator Model version 2022.1 (CalEEMod). The emissions will be evaluated in comparison to the SCAQMD's adopted thresholds of significance. A qualitative discussion of potential air quality impacts following construction will be provided.
- Localized Significance Thresholds (LST) Analysis: A LST analysis will be performed to evaluate the potential impacts on nearby sensitive receptors from emissions from short-term construction activities. Construction LST impacts will be evaluated using appropriate SCAQMD LST screening level thresholds.
- Health Risk Assessment: The potential for health risks to occur associated with project construction and operations will be discussed qualitatively. If it is determined that a quantitative health risk assessment using dispersion modeling is warranted, a budget augment would be required.
- Assess Project Greenhouse Gas Emissions: LSA will quantify and disclose GHG emissions associated with project construction activities using CalEEMod. The significance of potential impacts will be determined by evaluating the proposed project for consistency with the California Air Resources Board (CARB) 2022 Scoping Plan.
- Analyze Energy Use: LSA will evaluate the proposed project's impacts related to energy use in response to the environmental checklist questions. This discussion will address the proposed project's compliance with applicable energy efficiency standards and will cross reference the discussion provided in the greenhouse gas emissions section, as necessary. Energy data estimated using the CalEEMod model will be reported.
- Identify Emission Reduction Measures: LSA will identify, where necessary, practical mitigation measures to address any significant project or cumulative impacts. Potential control measures designed to reduce any identified construction air quality impacts to the extent feasible will be identified. Both an evaluation of the potential measures and a discussion of their effectiveness will be provided.

Deliverable: *LSA will integrate analysis into the IS/MND*

4.2.2 Biological Resources

LSA will evaluate the biological resources within the project area and determine project effects to those resources consistent with CEQA requirements. Based on a LSA's knowledge of the Project area, sensitive biological resources potentially occurring in the project area include, but are not limited to, jurisdictional aquatic resources and riparian vegetation associated with Cucamonga Creek, the tributary to Mill Creek, rare plants, nesting migratory birds, vernal pool species, urban-wildlands interface issues, and public/quasi-public lands.

The area east of Hellman Avenue is within the Western Riverside Multiple Species and Habitat Conservation Plan (MSHCP). Because of this, the project will need to ensure compliance with the requirements of the MSHCP, including impacts to riparian/riverine and vernal pool species, urban-wildlands interface issues, and public/quasi-public lands. It should be noted that the roadway widening is a "Covered Road Right-of-Way" in the MSHCP. LSA will conduct the following tasks.

- Literature Review. LSA will conduct a literature review to identify sensitive species known or reported to occur within the vicinity of the project site. The literature review will include the CDFW California Natural Diversity Database (CNDDB), the California Native Plant Society (CNPS) Rare Plant Inventory, the United States Fish and Wildlife Service (USFWS) Information for Planning and Consultation, the Riverside Conservation Authority (RCA) Interactive Map, and relevant sections of the MSHCP. LSA will also review any previous biological reports prepared for the project area (provided by the City, if any are available).

- Field Surveys: LSA will conduct the following field surveys.
  - *Biological Resources Field Survey.* LSA will conduct a field survey of the biological study area (BSA), extending approximately 1.50-mile along Hellman Avenue from McCarty Road north to Walters Street to map vegetation communities, assess habitat conditions, and record general plant and wildlife observations within 300 feet of the roadway (approximately 110 acres). LSA will assess habitats as required by the MSHCP (i.e., riparian/riverine, vernal pool, and burrowing owl, and narrow endemic plant species). This task assumes one day of fieldwork for two biologists to complete the field survey. Any special-status species observed will be reported to the CNDDB.
  - *Aquatic Resources Delineation.* LSA will conduct an aquatic resources delineation concurrent with the reconnaissance field survey to document the limits of jurisdictional waters of the U.S. and/or State. To identify jurisdictional waters and wetlands, a three-parameter delineation will be conducted according to the USACE *Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region* and the *1987 Corps Wetland Delineation Manual* to delineate the jurisdictional limits of non-wetland waters of the United States following the procedures set forth in 33 Code of Federal Regulations 328.3(e). It is anticipated that a routine delineation (as defined by the USACE), tailored to the site characteristics, would be adequate. The delineation should also consider any additional information needs based on the 2019 *State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State* as administered by the RWQCB. Further, the extent of any streambed and associated riparian areas subject to review by the CDFW under Section 1602 of the California Fish and Game Code will be determined.

- Technical Studies: LSA will prepare the following technical studies:
  - *Aquatic Resources Delineation Report.* LSA will prepare a technical report presenting the results of the jurisdictional delineation. The report will be suitable for submittal to the resource agencies to support permit applications and for inclusion as a technical appendix to the Biological Resources Assessment (BRA) Report/Consistency Analysis. Accordingly, the report will identify and quantify jurisdictional areas and features, including a breakdown of wetlands and non-wetland waters of the U.S. and waters of the State, as well as CDFW jurisdictional areas. The report will also identify features as earthen or concrete. The delineation report will describe existing conditions but not include an impact analysis. The impact analysis can be incorporated into the BRA/Consistency Analysis (described below).
    A total of 6 hours is reserved for responding to comments from the City.

- *Biological Resources Assessment Report.* LSA will prepare a BRA/MSHCP Consistency Analysis report including a summary of the results of the literature review, the biological resources field survey, and an assessment of whether focused surveys are needed. The report will identify consistency with MSHCP objectives and will include:
  - A summary of survey methodology and results.
  - Representative site photographs.
  - A list of plant and wildlife species observed during the field survey.
  - A discussion of plant communities and United States Department of Agriculture (USDA) mapped soil types.
  - An assessment of the potential habitat value for survey species identified in the MSHCP and identification of any additional focused species surveys that may be necessary (e.g., least Bell's vireo, southwestern willow flycatcher, and Crotch's bumble bee) (note this task does not include focused surveys discussed later in the scope of work).
  - A discussion of areas that may be under the jurisdiction of the USACE), RWQCB, and CDFW.
  - A discussion of project consistency with the conservation objectives of the MSHCP and recommendations of measures to achieve consistency, as necessary.
  - A discussion of impacts to sensitive biological resource, the project's relationship to designated critical habitat areas, MSHCP requirements, and the project's impacts (evaluated consistent with CEQA Thresholds of Significance).

  A total of 10 hours is reserved for responding to comments from the City.

4.2.2.a *Special-Status Plants Focused* Survey

Portions of the BSA are within a narrow endemic plant survey area for San Diego ambrosia, Brand's phacelia, and San Miguel savory. If suitable habitat for these species or other special-status plant species not covered by the MSHCP is present (as determined during the BRA), a focused survey for special-status plant species will be conducted following CNPS (2018) guidelines. The objective of this survey will be to determine presence or absence of special-status plant species and to quantify and map their distribution in the BSA. The surveys will be botanical in nature and will record all species observed during the survey; species will be identified to subspecies or variety if necessary to determine their listing status. Because blooming periods vary from year to year depending on rainfall and temperature, known reference populations will be monitored to determine the appropriate survey time prior to conducting the surveys.

Focused surveys will consist of one visit for the target species (i.e., late spring/summer). This task assumes a total of 4 biologist days (i.e., 2 days of fieldwork for two Biologists). Any special-status species observed will be reported to the CNDDB.

Following completion of the field surveys, LSA will prepare a letter report describing the focused survey methodology and survey results. A total of 5 hours is reserved for responding to comments from the City.

4.2.2.b Focused Crotch's Bumble Bee Survey

If suitable habitat for Crotch's bumble bee is present (as determined during the BRA), a focused survey will be conducted following CDFW (2023) guidelines during the colony active period (April through August) to determine the presence or absence of this species. An LSA biologist authorized to survey for Crotch's bumble bee by the CDFW will conduct foraging bumble bee and nest surveys in areas of suitable habitat. At least 15 days prior to the anticipated start date of the surveys, LSA will submit a notification letter to the CDFW. The foraging bee survey will consist of three surveys of the habitat in the BSA spaced 2 to 4 weeks apart (no less than 1 week apart) to search for bumble bees. Surveys must be conducted on sunny days with temperatures between 65 and 90 degrees Fahrenheit and low wind (less than 8 miles per hour). Focused surveys must begin at least 1 hour after sunrise and end at least 2 hours before sunset. Per protocol methodology, bumble bees encountered during the surveys will be captured with a net, photographed, and released. The bumble bee nest survey involves systematically walking through suitable nesting habitat areas while looking for potential nest sites and for high levels of bee activity that may signal a nest site. The surveys will be conducted by walking throughout areas of high-quality foraging habitat at a rate of no more than 3 acres of habitat per hour; however, surveys may be conducted more quickly in habitats that contain limited or low-quality nectar sources. This task

assumes 3 biologist days (i.e., 1 day of fieldwork for one biologist for three rounds of surveys) to complete the field surveys. Assumes up to 20 acres of habitat to be surveyed.

If a Crotch's bumble bee nest is found, CDFW will be notified within 3 days in accordance with CDFW survey guidelines. Any special-status species observed during the surveys will be reported to the CNDDB.

Following completion of the field surveys, LSA will prepare a letter report describing the focused survey methodology and survey results. A total of 5 hours is reserved for responding to comments from the City.

In accordance with LSA's survey permit, copies of the report will be submitted to CDFW following report completion. Note this scope does not include consultation with CDFW to obtain an incidental take permit for Crotch's bumble bee. If these services are needed, a budget augment will be prepared.

4.2.2c Focused Least Bell's Vireo and Southwestern Willow Flycatcher Survey

If suitable habitat is observed during the BRA, LSA will conduct focused surveys following the USFWS (2001) protocol for least Bell's vireo and the United States Geologic Survey (USGS) (2010) protocol for southwestern willow flycatcher. LSA will survey all suitable riparian habitat within the BSA. LSA biologists will conduct eight surveys between April 10th and July 31st for least Bell's vireo and five surveys within specified time periods between May 15th and July 17th for southwestern willow flycatcher.

As required by LSA's survey permits, LSA will provide written notification to USFWS and CDFW at least 15 days prior to conducting the first survey visit. The surveys for least Bell's vireo and southwestern willow flycatcher will occur concurrently; therefore, this task assumes a total of eight biologist days (i.e., one biologist for each of eight rounds of surveys). Any special-status species observed during the surveys will be reported to the CNDDB.

Following completion of the field surveys, LSA will prepare a letter report describing the focused survey methodology and survey results. A total of 5 hours is reserved for responding to comments from the City.

The final version of the report will also be submitted to USFWS and CDFW.

Deliverables: *Aquatic Resources Delineation Report (Draft and Final)*
BRA Report (Draft and Final)
Special-Status Plants Focused Survey (Draft and Final)
Focused Crotch's Bumble Bee Survey (Draft and Final)
Focused Least Bell's Vireo and Southwestern Willow Flycatcher Survey (Draft and Final)

4.2.3 Cultural Resources

Built Environment. Based on preliminary research, there are no historic-period (50 years of age or older) resources in the existing public right-of-way. The Cucamonga Creek Bridge (56C0268) was built in 1977. There are two buildings at the northeast corner of Hellman Avenue and Walters Street that may date to the historic period, however, if all proposed work is within the existing right-of-way, these buildings are not anticipated to be included in the project area.

If the buildings at the northeast corner of Hellman and Walters are included in the project area and require evaluation, an LSA architectural historian will conduct research to determine their dates of construction and later alterations, identify potentially important people or events associated with them, and develop relevant historic contexts. An architectural historian will conduct an intensive-level field survey of the buildings from the public right-of-way and document and evaluate the buildings on Department of Parks and Recreation (DPR) 523 forms using the National Register of Historic Places (National Register), California Register of Historical Resources, and any local criteria for significance. LSA stipulates a maximum of two buildings will be evaluated.

LSA will prepare a letter report for the built environment to support the IS/MND that will include summaries of the research and field methods and results and evaluations. The DPR forms will be attached. For purposes of this scope, it is anticipated that these properties will not be "historical resources" pursuant to CEQA and that an impacts assessment will not be required. LSA has reserved 8 hours for responding to City comments on the letter report.

Archaeology. LSA will evaluate the project site for the presence of cultural resources to support the IS/MND. For purposes of this scope, it is assumed that no cultural resources will be found on the project site (negative findings). The Cultural Resources Analysis would include the following subtasks:

- Geographic Information System (GIS) Mapping. LSA will develop a regional vicinity map, location map, and a Study Area map depicting the construction footprint of the project. The Study Area, developed in coordination with the City, is defined as the area within which an undertaking may directly or indirectly cause changes in the character or use of cultural resources, should any be present. For architectural built environment resources, indirect changes (such as visual or vibratory effects) may occur in parcels adjacent to the proposed project Study Area.
- Records Search Initiation and Review. LSA will request staff at the South Coastal Information Center (SCIC) and the South Central Coastal Information Center (SCCIC), located at San Diego State University and California State University, Fullerton, respectively, to conduct a cultural resource records search of the Study Area and a 0.25-mile radius. As an affiliate of the California Historical Resources Information System (CHRIS), the SCIC is the official state repository of cultural resource records and reports for Riverside County. The SCCIC is the official state repository for records in San Bernardino County. As Hellman Avenue parallels the boundary between Riverside and San Bernardino Counties, both Information Centers will be contacted because the records search radius will cross into both counties. The purpose of this records search is to obtain and review cultural resource reports and records previously recorded within the Study Area and 0.25-mile buffer, to inform assessments of built environment and other resources that may be at risk of adverse effects as a result of proposed project activities. Historic-period maps and aerial photographs will also be reviewed to inform land use patterns and the archaeological sensitivity within the Study Area.
- Assembly Bill 52 Tribal Consultation Support. As required under State law, specifically Public Resources Code (PRC) 21080.3.1 and Chapter 532, Statutes of 2014 (i.e., Assembly Bill [AB] 52), Native American consultation is required for any CEQA project. While this is a government-to-government process between the City and any California Native American tribes that request consultation per AB 52 or as identified by the Native American Heritage Commission (NAHC), LSA would assist the City with AB 52 consultation. Tasks performed by LSA in support of the City's AB 52 consultation efforts would include the following: (1) contacting the NAHC on behalf of the City for a search of the Sacred Lands File and a list of tribal contacts; (2) drafting an AB52 letter for the City to send to the tribal contacts on City letterhead; and (3) compiling a PDF file of consultation records based on information provided by the City. Time for follow-up phone calls/emails to tribal contacts and meetings with tribal stakeholders is not included. This budget includes up to 8 hours of consultation assistance by an LSA tribal consultation specialist.
- Native American Coordination. On behalf of the City, LSA will request a record search of the Sacred Lands File (SLF) held by the Native American Heritage Commission (NAHC) for any information regarding resources of traditional or cultural value to Tribal organizations located within the project vicinity. This scope does not include coordination or consultation assistance with Native American Tribal representatives.
- Intensive Pedestrian Surveys. After receiving the results of the record search, an LSA archaeologist will conduct a pedestrian field survey of the Study Area. The cultural resource inventory of the Study Area will be conducted as a Class III intensive pedestrian field survey in accordance with the Secretary of the Interior's (SOI) Standards and Guidelines for Archaeology and Historic Preservation (48 FR 44716, September 29, 1983). The survey will be conducted from the public right-of-way and no access to parcels is required. The anticipated survey duration is one day, and fieldwork will be documented by an LSA archaeologist individually meeting the qualification in 36 CFR Part 61 and an archaeologist crew member supervised by the SOI-Professional Qualified archaeologist. This scope assumes no archaeological cultural resources will be identified within the project site as a result of the record search or field survey.
- Prepare Technical Analyses. Upon completion of the record search and intensive pedestrian survey, LSA will prepare a cultural resource technical analysis as part of the letter report. The report will include the natural context and cultural overview pertaining to the project region, along with a records search and literature review, Tribal consultation summaries, field methods, survey results, anticipated negative findings (see below), and recommendations for cultural resource management strategies. The analysis will be submitted to the SCIC in fulfillment of the archival access agreement. LSA will describe the results of the record search in a report, which will be prepared in support of the project's CEQA document.

Should they arise, LSA will immediately notify the City and develop a scope and budget for any necessary additional tasks not foreseen in this scope. Such tasks could include, but are not limited to, positive results for archaeological cultural resources requiring recording of cultural resources on DPR Series 523 forms, resolving conflicting agency comments, substantive comments, or multiple rounds of comments requiring response, review by agencies or entities other than the City (such as Tribes or peer reviewers), or protracted coordination with the City or others.

The following optional tasks (not budgeted) would require an augment.

- Positive Findings. The estimate for this scope is based upon the assumption of negative findings, for which a technical letter report of negative results will be prepared. Additionally, this estimate includes a finalized records search summary report. In the event of positive archaeological findings, more than one set of comments requiring response, or other potential issues necessitating any substantive unanticipated effort and/or expenditure of budget (i.e., not within this scope of work or cost estimate), a contract amendment will be required.

Deliverables: *Cultural Resources Letter Report (Draft and Final)*
AB52 Consultation Letters (Draft and Final)

4.2.4 Noise

The Consultant's subconsultant – LSA will prepare a noise and vibration impact analysis that describes the existing noise environment in the project area, summarizes applicable noise and vibration standards, evaluates potential short-term construction and long-term operation noise and vibration impacts, and identifies avoidance, minimization, or mitigation measures. The noise and vibration analysis will be completed by undertaking the following subtasks.

- Identify City Noise and Vibration Standards. LSA will review and discuss applicable City noise and vibration standards, goals, and policies in the General Plan Noise Element and the Municipal Code for land uses adjacent to the project site. Also, LSA will discuss construction noise standards in the 2018 Federal Transit Administration (FTA) Transit Noise and Vibration Impact Assessment Manual and vibration standards in the 2020 Caltrans Transportation and Construction Vibration Guidance Manual for land uses adjacent to the project area.
- Evaluate Construction Noise Impacts. Noise levels generated from project construction will be evaluated based on the equipment expected to be used, its distance to existing adjacent off-site uses, length of a specific construction task, equipment power type (gasoline or diesel engine), load factor, and percentage of time in use. The Federal Highway Administration (FHWA) recommended equipment noise emission levels will be used to describe construction noise levels in terms of maximum instantaneous noise levels (L_{max}) and hourly equivalent continuous sound levels (L_{eq}). Potential construction noise impacts will be assessed based on the City's Municipal Code and FTA recommendations.
- Evaluate Construction Vibration Impacts. Vibration levels generated from project construction will be evaluated based on the equipment expected to be used and its distance to existing adjacent off-site structures. The FTA-recommended equipment vibration levels will be used to describe construction vibration levels in terms of the peak particle velocity (PPV, measured in inches per second [in/sec]) and the vibration decibel level (VdB) for building damage and human annoyance, respectively. Potential construction vibration impacts will be assessed based on the sensitivity of the area directly adjacent to the project site and Caltrans recommendations. The City of Eastvale exempts noise regulations for capital improvement projects of a governmental agency. LSA assumes vibration applies to this, as well. Based on this, Caltrans vibration standards will be used to assess construction vibration impact under CEQA.
- Evaluate Aircraft Noise Impacts. The effect of aircraft on ambient noise levels will be assessed. Aircraft noise from nearby airports will be assessed based on the project location, the nearest airports, and the airport noise contour.
- Evaluate Traffic Noise Impacts. Vehicular traffic will be assessed using the FHWA Highway Traffic Noise Prediction Model (FHWA-RD-77-108, December 1978). Model input data needed include average daily traffic (ADT) volumes; day/night percentages of automobiles, medium trucks, and heavy trucks; vehicle speeds;

ground attenuation factors; and roadway widths. The report will tabulate the 24-hour weighted Community Noise Equivalent Level (CNEL) or day-night average noise level (L_{dn}) along adjacent roadways. LSA will analyze project-related noise impacts on off-site sensitive land uses in the project vicinity.

- Identify Mitigation Measures. If necessary, LSA will determine mitigation measures designed to reduce short-term construction noise and vibration impacts and long-term noise and vibration impacts to acceptable levels.

Deliverable: *LSA will integrate analysis into the IS/MND*

4.2.5 Hazardous Materials / Phase I Initial Site Assessment (ISA)

The Consultant's subconsultant – Group Delta will first prepare one Initial Site Assessment (ISA) Checklist which will include a Site screening for hazardous materials and petroleum products using the Caltrans template. Group Delta will then prepare one ISA report which will include a Site assessment for hazardous materials and petroleum products using the Caltrans ISA Guidance Document. The work will be performed in general accordance with Federal All Appropriate Inquiry (AAI) requirements and American Society for Testing and Materials (ASTM) E1527-21 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. Following is a summary of tasks:

- Review of information provided by client.
- Site reconnaissance to look for indicators of potential hazardous materials.
- Environmental databases search and outreach to various agencies such as Regional Water Quality Control Board, Department of Toxic Substance Control, and other City/county agencies that deal with hazardous materials.
- Interviews with those knowledgeable of the acquisition parcels/project.
- Review selected historical records and mapping including aerial photos and maps.
- Completing the Caltrans User Questionnaires.

The product will be an ISA report including a discussion of any recognized environmental conditions or areas of concern pertaining to hazardous materials or petroleum products which could impact the project. The report will also include the site location map, site visit notes, User Questionnaire, an environmental database search report, historical topographic maps and aerial photographs, and selected photographs from the site reconnaissance. Group Delta will also provide recommendations for additional site investigation, if warranted.

Deliverables*: One (1) Initial Site Assessment*

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4.2.6 Water Quality Assessment

The Consultant's subconsultant – BKF will prepare a Preliminary Water Quality Management Plan (PWQMP) of the project, if the determination that the preferred proposed improvements will constitute a Priority Project as defined by the City's NPDES permit. It is assumed that the PWQMP will be prepared for the City's selected preferred alternative. The PWQMP will identify Best Management Practices (BMPs) necessary to address the water quality of the storm water runoff for the Project. The report will include analysis of hydromodification effects of the developed site condition. If hydromodification conditions are applicable, hydromodification BMPs will be sized and coordinated with the site grading and drainage plan concept as necessary to meet the current water quality regulations for the approving agency. The PWQMP will include a technical discussion describing the proposed BMPs, and figures illustrating their placement within the development and preliminary sizing of the BMPs. The PWQMP will also demonstrate the effectiveness of selected BMPs to manage pollutants of concern, and their relative position within the RWQCB's hierarchy of BMP selection. The PWQMP will be formatted in accordance with the standard WQMP Template for the City. It is anticipated that two reviews will be required prior to approval of the Water Quality Management Plan. As such, this task includes responding to minor comments and/or making minor edits to the WQMP following each review.

Deliverables*: Draft and Final Preliminary Water Quality Management Plan*

4.3 Environmental CEQA Documentation

For this task, LSA will prepare three draft versions of the Initial Studies (IS) and Mitigated Negative Declarations (MND): an Administrative Draft IS/MND, a Screencheck Draft IS/MND, and a Public Review Draft IS/MND. Subsequently, LSA will prepare the Response to Comments/Final MND, which will include a Mitigation Monitoring and Reporting Program (MMRP).

4.3.1 Administrative Draft IS/MND

This scope assumes that an IS/MND will be required under CEQA. Should an EIR be required, the IS/MND budget would be reallocated to support the preparation of the Notice of Preparation (NOP) and EIR (Task 4.4.6).

LSA will prepare an Administrative Draft IS/MND with the following components. Figures and tables will be provided, as appropriate, to illustrate the project site, the proposed project, and the study's findings.

- Project Description
- CEQA Environmental Checklist Form
- Mandatory Findings of Significance
- Contacts and Bibliography
- Mitigated Negative Declaration
- Technical Appendices

Input will be provided by the design team, related to geology soils, hazards and hazardous waste, and water quality. LSA will summarize engineering studies and/or other technical inputs in the IS/MND.
Agricultural land adjacent to the Project area is not classified as prime farmland, farmland of statewide importance, or unique farmland. Based on this, the analysis of agricultural impacts will be limited to an assessment within IS/MND.

For the purposes of this scope and budget, only a digital version (in Word and PDF formats) will be submitted to the City for review and comment.

Deliverable: *Administrative Draft IS/MND*

4.3.2 Screencheck Draft IS/MND

LSA will respond to consolidated comments from the City on the Administrative Draft IS/MND (Task 4.3.1) and complete the necessary revisions in redline/strikeout format for ease in reviewing the changes from the previously submitted version of the document. LSA will prepare a Screencheck Draft IS/MND for final review. A digital version of the Screencheck Draft will be provided to the City.

Deliverable: *Screencheck Draft IS/MND*

4.3.3 Public Review Draft IS/MND

LSA will make any necessary minor revisions to the Screencheck Draft and prepare the Public Review Draft IS/MND. LSA will prepare a Notice of Completion (NOC), in accordance with the *State CEQA Guidelines*, and coordinate with the City to distribute the Draft IS/MND pursuant to CEQA and City review procedures. LSA will coordinate with the City to be assigned as a submitter (on behalf of the City) to submit the Draft IS/MND to the State Clearinghouse for public review. LSA will also provide the IS/MND in PDF and Word formats to allow the City to post these documents on their website. If requested by the City, LSA will provide five (5) hard copies of the IS/MND to be distributed by City staff. Should the City request additional printing, or the printing otherwise exceeds the budgeted allotment, LSA will bill production at cost.

LSA will prepare a combined Notice of Intent (NOI) to Adopt the Mitigated Negative Declaration, in accordance with the *State CEQA Guidelines*. The City will be responsible for local distribution and noticing. LSA will also prepare and file an NOC with the State Clearinghouse and the County Clerk.

LSA will provide Title II document remediation services for an anticipated 400-page Draft IS/MND in PDF format, as well as associated noticing materials (expected to total up to 10 pages of PDFs). All files will be remediated to meet the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA requirements and will be validated and tested using PAC 2024, Colour Contrast Analyser, and screen-reading software. Following completion, LSA will provide the City with PAC 2024 reports for the documents to confirm that accessibility requirements have been met. Note that this scope of work does not include Title II remediation services for technical reports.

Deliverables: *NOI/NOC/SCH Forms*
Public Review Draft IS/MND (5 hard copies, if requested)

4.3.4 Response to Comments/Final IS/MND
LSA will review public and agency comments received on the IS/MND during the 30-day public review period and will prepare responses to CEQA comments and identify any necessary changes to the IS/MND in a memorandum format, as necessary. This scope and budget assume up to approximately 30 hours to prepare responses to comments. Should an unexpectedly large volume of comments be submitted, LSA will request an adjustment to the budget to cover work beyond the assumed level. LSA's budget assumes one round of City review of the memorandum prior to preparing a final version.

LSA will attend the City Council meeting for adoption of the IS/MND.
Upon adoption of the Final MND, LSA will also provide the City with the Notice of Determination (NOD) to file with the County Clerk. LSA will submit a copy of the NOD to the State Clearinghouse on behalf of the City. LSA assumes that the City will be responsible for filing the NOD with the County Clerk and will provide payment for the CDFW Environmental Filing Fee, as well as any filing fees at the time the NOD is filed with the County Clerk.
Deliverable: *Response to Comments and Final IS/MND (up to 5 hard copies)*
Notice of Determination

4.3.5 Mitigation Monitoring and Reporting Program (MMRP)
LSA will prepare an MMRP for all mitigation measures in the IS/MND. The MMRP will list mitigation measures that are recommended in the IS/MND and provide standards and timelines for monitoring these measures. Electronic copies of the final MMRP will be submitted to the City with the Response to Comments memorandum.

Deliverable: *MMRP (Draft and Final)*

4.4 Conditional Environmental Services
Conditional tasks (budgeted) are listed in this section. LSA will only perform the remaining scope of work in Task 4.2.2 Biological Resources if determined to be necessary following initial surveys of the project area. The need for any conditional task will be communicated to the City and the design team and authorized prior to initiating work.

4.4.1 Focused Burrowing Owl Survey (Conditional)
If suitable habitat for burrowing owl is present within the project site (as determined during the BRA), LSA will conduct a focused survey for burrowing owls. The survey will be conducted in accordance with the Burrowing Owl Survey Instructions for the MSHCP and the CDFW Staff Report on Burrowing Owl Mitigation (2012). First, a habitat assessment and focused burrow survey will be conducted to determine if suitable habitat and/or burrows are present. If suitable burrows are present, four focused burrowing owl surveys will be conducted. The burrow survey and focused burrowing owl surveys will be conducted during the burrowing owl breeding season (March 1 through August 31). In accordance with the CDFW Staff Report on Burrowing Owl Mitigation (2012), one site visit will occur between February 15 and April 15 and three subsequent visits will occur at least three weeks apart, between April 15 and July 15, with at least one site visit conducted after June 15. The survey area will include a 500-foot buffer on each side of the road, if access is available. If the surrounding area is not accessible, the biologist will survey the area with binoculars from the project boundaries. The four focused burrowing owl surveys will be conducted either in the morning, one hour before sunrise to two hours after sunrise, or in the early evening, two

hours before sunset to one hour after sunset. The locations of all suitable burrowing owl habitat, potential owl burrows, burrowing owl sign, and any owls observed will be recorded.
This task assumes eight biologist days (i.e., four days of fieldwork for two biologists) to complete the field surveys. Any special-status species observed will be submitted to the CNDDB.
Following completion of the field surveys, LSA will prepare a letter report describing the focused survey methodology and survey results. A total of 9 hours is reserved for responding to comments from the City.
In accordance with LSA's survey permit, copies of the report will be submitted to CDFW following report completion.

4.4.2 Focused Roosting Bat Survey (Conditional)
LSA's bat specialist will perform a daytime habitat assessment to identify all suitable roost features within sensitive habitats including culverts, channels, and bridges within the BSA. During the habitat assessment, LSA will also confirm the total number of observers needed to provide adequate visual coverage of all roost features and exit points during emergence surveys. Following the habitat assessment, LSA will perform a nighttime acoustic and emergence survey during weather conditions conducive to high levels of bat activity. The nighttime emergence survey will begin at least 0.5 hour before sunset and will continue until 1.5 hours after sunset. Prior to the start of the emergence period, full-spectrum ultrasound (acoustic) detectors will be deployed in locations where they can detect the echolocation calls of any bats emerging from the roost features and foraging bats in the project vicinity; secure digital memory cards will be used to record the calls. Because some echolocation calls that are audible to humans and can be identified to a species level are not always readily recorded on ultrasound detectors, biologists will also listen for audible bat echolocation calls and social vocalizations. This technique is useful for detecting echolocation calls of western mastiff bats and the social calls of pallid bats and hoary bats. The acoustic detectors will be retrieved after the conclusion of the emergence period, and the data collected during the survey will be subsequently analyzed using acoustic analysis software.
It is difficult to predict the number of suitable roosting features present within the Project site prior to performing the daytime habitat assessment. This task assumes that up to three potential roost features will be identified during the habitat assessment; therefore, a total of eight biologist nights are assumed (i.e., four LSA biologists for two nights) to provide adequate visual coverage of those roost features during the nighttime emergence survey. All biologists performing the emergence survey will have experience performing bat emergence surveys. Each of the biologists will use night vision goggles (military grade PVS-7, Generation 3) augmented with infrared lights to continue viewing emerging bats after dark. The number of bats exiting the roost features will be recorded using handheld tally counters, and bat species will be identified using a combination of visual (e.g., wing shape and flight behavior) and acoustic techniques (i.e., analysis of recorded echolocation calls).
Following the completion of the nighttime emergence survey, an LSA bat specialist will analyze all acoustic data and will prepare a report describing the methods and results of the survey and documenting the numbers and species of bats observed. The report will provide a map of any identified roost sites, as well as an analysis of potential project-related impacts to bats and bat roosting habitat. The report will also include recommendations for bat avoidance and minimization measures. A total of 7 hours is reserved for responding to comments from the City.
If more than three potential roost features are identified during the daytime habitat assessment, additional biologists would be needed for the nighttime emergence surveys. Also, this scope does not include preparation of a roosting bat exclusion plan or installation of exclusionary devices. If either of these additional items (additional roost features, exclusion plan or installation of exclusionary devices) are required, a budget augment will be prepared.

4.4.3 Determination of Biologically Equivalent or Superior Preservation (Conditional)
If burrowing owl, narrow endemic plant species, or riparian/riverine features would be impacted by the Project, a Determination of Biologically Equivalent or Superior Preservation (DBESP) Report will be prepared as required by the MSHCP. The DBESP Report will include:

- A definition of the project area(s).
- A written project description, demonstrating why an avoidance alternative is not possible.
- A written description of biological information available for the project site including the results of resource mapping.

- Quantification of unavoidable direct and indirect impacts to burrowing owl, narrow endemic plants, and/or riparian/riverine habitat.
- A written description of project design features and compensatory mitigation measures that avoid and minimize direct and indirect effects. Project design features or mitigation may include edge treatments, landscaping, elevation differences, and minimization and/or compensation through restoration or enhancement.
- A finding demonstrating that, although the proposed project would not avoid impacts, with proposed design features and compensatory mitigation measures, the project would be biologically equivalent or superior to the habitat being impacted.

This scope and cost estimate anticipates one draft and one revised draft DBESP Report. The report will be submitted to the City electronically in PDF format for submittal to the RCA.

If project plans and/or the project description changes after the impact analysis has been conducted, and/or if additional rounds of comments and/or additional coordination with the resource agencies are required, a budget augment will be necessary to complete the additional work.

The DBESP requires analysis of the Project impacts in comparison to the proposed mitigation. Once a mitigation approach is developed, it will be further refined in consultation with the resource agencies.

4.4.4 Riverside Conservation Authority/Resource Agency Coordination (Conditional)

Following submittal of the DBESP for processing with the RCA, LSA will coordinate with the RCA/resource agencies to discuss the project and the proposed mitigation strategy. LSA will respond to requests from RCA and the resource agencies to provide additional information needed to process the DBESP. LSA will attend up to 2 virtual meetings, and will respond to comments from the City, the RCA, the USFWS, and the CDFW, as needed. Up to 50 hours for the meetings, coordination, and responses to comments are assumed. If more than 50 hours is needed, a budget augment will be requested.

4.4.5 Conceptual Mitigation Plan

LSA will develop a conceptual mitigation strategy. LSA will identify feasible on-site and/or off-site mitigation opportunities, which may include one or more of the following: on-site or off-site habitat creation; on-site or off-site habitat restoration/enhancement; and/or participation in an off-site in-lieu fee/mitigation bank program. This process is expected to include the following:

- A review of available information such as biological resource studies, jurisdictional delineation data, hydrology/geology technical analyses, and existing land use and ownership maps.
- A meeting with the City to identify initial opportunities for further evaluation.
- Meetings with the RCA, City, and other potential partners to identify potential habitat mitigation opportunities.
- Field evaluations of existing habitat conditions at potential mitigation sites.
- Subsequent meetings/correspondence between LSA and the City to agree on the preferred mitigation strategy.

LSA will perform a field evaluation of potential habitat mitigation sites, which will include an assessment of existing native vegetation, soils, weed establishment, topography, slope aspect, existing hydrology, and existing land uses within potential mitigation sites.

This task includes up to 20 hours to evaluate field conditions at potential mitigation sites and the performance of appropriate research tasks and as-needed meetings. If additional time is required to identify and evaluate potential mitigation sites, a budget augment will be requested.

Once a preferred mitigation approach has been identified, LSA will develop mitigation concept plans to describe the proposed mitigation strategy (separate concept plans will be developed for mitigation for impacts to burrowing owl and/or narrow endemic plant species and jurisdictional resources/riparian habitat impacts). The objective of the mitigation concept plans is to present the mitigation approach to the regulatory agencies for review and approval prior to preparing detailed mitigation plans. This scope assumes that any mitigation costs will be paid by the City.

The proposed mitigation concept will be summarized in a Conceptual Mitigation Plan that will include the following:

- The proposed compensatory mitigation ratio(s).

- The type of mitigation (i.e. participation in an in-lieu fee program, habitat creation, restoration, and/or enhancement).
- The location and size of proposed habitat mitigation site(s).
- A summary of the proposed mitigation program including (depending on the type of mitigation), a brief site description, habitat types and general plant palette, and long-term maintenance and monitoring procedures.
- Proposed mitigation performance standards (final performance standards will be negotiated as part of the detailed mitigation plan approval process).

This scope of work includes one draft and one final Conceptual Mitigation Plan (incorporating one round of changes from the City) delivered in electronic format.

Deliverables: *Focused Burrowing Owl Survey (Draft and Final) (Conditional)*
Focused Roosting Bat Survey (Draft and Final) (Conditional)
DBESP Report (Draft and Final) (Conditional)
RCA/Resource Agency Coordination (Conditional)
Conceptual Mitigation Plan (Draft and Final) (Conditional)

4.4.6 Environmental Impact Report (EIR) (Conditional)

If an EIR is required, the budget associated with this task would be required in addition to the budget itemized for Tasks 4.3.1 through 4.3.4. Prior to initiating the EIR, LSA will revisit the scope and budget to confirm it is sufficient to deliver the EIR based on any significant impact(s) identified by technical studies.

Notice of Preparation and Scoping Meeting. LSA will prepare a Notice of Preparation (NOP) in accordance with the requirements of CEQA for review and approval by the City. LSA will respond to one round of consolidated comments from the City and then submit the NOP to the State Clearinghouse. The City will be responsible for local distribution.

If an EIR is required, then a scoping meeting will be needed. LSA will participate in a public scoping meeting for the EIR. For purposes of this scope of work, it is assumed that the scoping meeting will be held in person. However, the City may prefer to conduct the meeting virtually. LSA will develop materials for this meeting, limited to sign-in sheets and comment cards. LSA will make a short presentation at the scoping meeting that outlines the project's environmental review requirements and process.

Following the 30-day scoping period, LSA will review all comments, recommend any changes to the proposed scope of work, and ensure that all submitted concerns are adequately covered by the EIR. LSA will organize all comments received on the NOP into a comment matrix and provide responses to each comment.

Administrative Draft EIR. LSA will prepare an Administrative Draft EIR to address potential environmental effects to each environmental topic contained in the Environmental Checklist Form (Appendix G of the *State CEQA Guidelines*). LSA will evaluate the potential environmental impacts to each impact topic based on technical analyses completed under Task 4.2.0. Topics not included under Task 4.2.0 would be qualitatively analyzed and incorporated into the Admin Draft EIR. The City's standard conditions of approval and existing regulations will be applied whenever possible to reduce impacts to a level of less than significant, and mitigation measures will be identified, as necessary.

Input will be provided by the design team, or their designated subconsultants, related to geology, soils, hazards and hazardous waste, and water quality. LSA will summarize engineering studies and/or other technical inputs in the EIR.

Agricultural land adjacent to the project area is not classified as prime farmland, farmland of statewide importance, or unique farmland. Based on this, the analysis of agricultural impacts would be limited to an assessment within the EIR.

For the purposes of this scope and budget, only a digital version (in Word and PDF formats) will be submitted to the City for review and comment.

Screencheck Draft EIR. LSA will respond to consolidated comments from the City on the Administrative Draft EIR and complete the necessary revisions in redline/strikeout format for ease in reviewing the changes from the previously submitted version of the document. LSA will provide one electronic version of the Screencheck Draft EIR (in Word and PDF formats) for review by City staff to verify that all requested changes have been made and all appendices, references, and final graphics are acceptable.

Public Review Draft EIR and Notices. LSA will amend the Screencheck Draft EIR in response to consolidated comments from the City staff. A digital version of the Draft EIR will be prepared in PDF format and delivered to the City for website posting. LSA will bill production at cost if printing exceeds what was budgeted for the IS/MND. The State Clearinghouse requires all submitted electronic documents be compliant with Section 508 of the Rehabilitation Act of 1973. Section 508 compliance requires that documents are remediated to be machine readable, allowing the visually impaired to hear an auditory version of the document. LSA will remediate the Draft EIR to be Section 508 compliant.
LSA will participate in a public hearing for the EIR. For purposes of this scope of work, it is assumed that the hearing will be held in person. However, the City may prefer to conduct the meeting virtually. LSA will develop sign-in sheets and comment cards for an in-person meeting. LSA will make a short presentation at the hearing.
Prior to publication of the Public Review Draft EIR, LSA will prepare the Notice of Availability (NOA) for the City's review. LSA will also complete a Notice of Completion (NOC). LSA will be responsible for electronic submittal of the Public Review Draft EIR to the State Clearinghouse. The City will be responsible for local distribution, noticing, and any filing fees.

Administrative Draft Final EIR. After the close of the public comment period, LSA will compile comments received on the Public Review Draft EIR and prepare a memorandum summarizing the comments. The LSA Team will formulate responses to written comments on the Public Review Draft EIR, including review period comments received from the public and agencies. The Administrative Draft Final EIR will include (1) a list of persons, organizations, and public agencies commenting on the Draft EIR; (2) copies of written comments received; (3) responses to environmental comments raised in the review process; and (4) the Public Review Draft EIR. LSA will discuss the best approach to the responses document with the City following the close of the comment period.
Should an unexpectedly large volume of comments be submitted (e.g., an organized letter-writing campaign by project opponents or a substantial package of comments by a law firm representing labor union interests), an adjustment to the budget to cover work beyond the assumed level would be needed. LSA will submit one digital version (in Word and PDF formats) of the Administrative Draft Final EIR for review by the City staff.

Screencheck Draft Final EIR. After review by City staff and transmittal of suggested revisions, LSA will amend the Administrative Draft Final EIR and prepare a Screencheck version for final review by the City. One digital version (Word and PDF formats) of the Screencheck Draft Final EIR will be provided.

Public Review Final EIR. After review by City staff and transmittal of suggested revisions, LSA will amend the Screencheck Draft Final EIR and prepare a Public Review version. A digital version will be prepared in PDF format and distributed to the City for website posting. The Public Review Final EIR will be distributed to the public and commenting agencies a minimum of 10 days prior to the final public hearing on the Public Review Final EIR. LSA will prepare the Notice of Determination (NOD) for filing at the State Clearinghouse. It is assumed that the City will file with the County clerk.

Deliverables: *NOP (Draft and Final)*
Scoping Meeting Materials (100 hard copies)
Administrative Draft EIR
Screencheck Draft EIR
NOA, NOC, State Clearinghouse Summary Form (Draft and Final)
Public Review Draft EIR (5 hard copies of the Draft EIR, if requested)
Administrative Draft Final EIR
Screencheck Draft Final EIR

NOD (Draft and Final)
Public Review Final EIR

Task 5 -Rondo Elementary School Auxiliary Student Drop-off / Pick-up Area

5.1 Preliminary Study

5.1.1 Information Gathering

a. *City and School* - First step is to have a meeting with School or district staff and City to receive a debriefing on the problem and to learn if the district has any recommendations concerning the possible solution. Learn if there will be a gate provided to enter the school grounds from the Triangular property. Then observe one school opening or closure to watch the traffic in the existing drop-off / pick up zone. It is assumed that improvements are to be constructed as soon as possible upon environmental and permit clearance. The improvements within the property shall be considered permanent. The approach from the existing unimproved Hellman Avenue shall be temporary with a permanent entrance provided with the Hellman Avenue widening construction.

b. *Orange County Flood Control District* - Contact the property owner to discuss design requirements and determine the encroachment permitting process needed in order to permit both temporary and permanent construction within the property.

5.1.2 Traffic Operations Analysis for the Pick-up/Drop-off Area

As a conditional task, a traffic operations analysis will be prepared during the work of Task 3.1 for the existing and future school traffic drop-off and pickup areas. This analysis will evaluate existing and proposed driveways (up to five locations) and will recommend LOS and queuing related improvements. Potential recommendations may include turn lanes, deceleration lane, crossing sign, movement restrictions and signal installation. For the purposes of this scope, it is assumed that the analysis would be included as an attachment to the TOA Report of Task 4.3.1.

Deliverables: *Traffic Operations Analysis for the Pick-up/Drop-off Area (Conditional)*

5.1.3 Site Drainage

The findings of the Hydraulics and Hydrology Report regarding the potential flooding, water level, and frequency of the triangular property will be identified for permitting purposes in Task 3.4.

5.1.4 Geotechnical Investigation

a. Geotechnical - Group Delta's proposed geotechnical scope of work for this optional task includes site reconnaissance, shallow subsurface investigation, laboratory testing, engineering analysis, and preparation of a letter-report.

The proposed geotechnical investigation includes 1 day of hollow-stem-auger drilling. A total of up to borings (whatever can be completed within a single 8 hour shift) will be drilled within the triangular parcel to depths of 5 to 10 feet. One of the borings will be advanced to 20 feet or until groundwater is encountered, whichever occurs first. Prior to drilling, utility plans will be reviewed and the boring locations will be marked in the field and cleared through Dig Alert / Underground Service Alert (USA). Geophysical screening for buried utilities will be performed as an additional precaution.

In borings Standard Penetration Test (SPT) samples (in accordance with ASTM D1586) will be alternated with relatively undisturbed 2.4 inch inside diameter (ID), 3 inch outside diameter (OD) ring samples (aka Modified California (Mod Cal) samples) (in accordance with ASTM D3550) at a maximum depth interval of 5 feet. In addition, large representative bulk samples of auger cuttings will be obtained and collected in the upper 5 feet. Samples will be taken to our laboratory for further visual examination and laboratory testing.

Borings will be performed under the supervision of Group Delta's engineer or geologist, who will maintain a detailed log of the borings, assist with obtaining soil samples, and classify the soils in accordance with

the Unified Soil Classification System (USCS) and Visual-Manual Procedure (ASTM D 2487 and D 2488, respectively) and the Caltrans Soil and Rock Logging, Classification, and Presentation Manual (latest edition).

Hollow stem auger methods will be used until the target depth or groundwater table is reached. If groundwater is encountered drilling will cease and groundwater depth will be noted on the log.

If terminated above the groundwater table borings will be backfilled with tamped soil cuttings and the ground surface will be restored to original ground conditions. If groundwater is encountered borings will be terminated and backfilled with bentonite pellets or grout. Excess cuttings (if any) will be spread on site.

Laboratory-testing is proposed to evaluate the index and engineering properties of the site soils as they relate to design and construction of the project improvements. The exact scope of the laboratory program will be adjusted as required based on ground conditions encountered during field exploration. For planning purposes the following American Society for Testing and Materials (ASTM) and Caltrans Test Methods (CTM) are considered:

- In Situ Moisture Content (ASTM D2216) and Dry Density (ASTM D2937);
- Grain Size Analyses (Sieve/Hydrometer, ASTM 422)
- Percent Passing No. 200 sieve (ASTM D1140);
- Atterberg Limits (ASTM D4318, Liquid Limit, Plastic Limit, and Plasticity Index);
- Compaction (ASTM D1557, laboratory maximum dry density and optimum moisture content);
- R-Value (CTM 301);
- Soil Corrosivity:
  - pH and Minimum Electrical Resistivity (CTM 643);
  - Water-Soluble Sulfate (ASTM D516, CTM 417);
  - Water-Soluble Chloride (Ion-Specific Probe, CTM 422).

b. Infiltration - As an added service during the field investigation Group Delta proposes to perform two (2) infiltration tests at the site for use in evaluation of permeable pavement. The testing will follow the Riverside County Flood Control Water Conservation District "Riverside County Santa Margarita River Watershed Region Design Handbook for Low Impact Development Best Management Practices," revised June 2018. Our scope and assumptions include the following:

- No significant cuts and fills will be required to develop the lot; therefore, testing will be done from the existing grade at the site (no excavation), and double ring infiltrometer method is applicable.
- A total of two (2) double ring infiltrometer tests will be performed in accordance with Riverside County guidelines and ASTM D 3385. Additional tests can be performed for the same fee per test.
- Each infiltration test will take up to one full day to complete at the same time as the geotechnical investigation.
- Sieve, Hydrometer, and Atterberg Limits laboratory testing will be performed on selected soil samples from borings to classify soils in accordance with the USCS and USDA Textural Classification System and allow assessment of infiltration.
- Engineering analysis to calculate infiltration rate and determine the feasibility of the site for infiltration
- Present the test results and findings of our on-site infiltration testing in the geotechnical report.

The investigation results and recommendations will be presented in a letter-report which will include site and project description, summary of the investigations performed, evaluation of site and subsurface conditions and geologic hazards, and geotechnical recommendations for site preparation, grading, permeable pavement design, minor structure foundations, and construction considerations.

The budget estimate is based on the following assumptions and limitations:

- For the drop-off/pick-up area:
  - Right of entry and a no-fee encroachment permit will be provided by others.
  - Traffic control is not required.
  - The site is readily accessible with truck mounted drilling equipment.
  - The site is not contaminated with hazardous materials.
  - The fieldwork will be conducted in one to two days during normal business hours (M-F, 8am to 5pm).
  - No major structures or habitable structures requiring deeper borings are proposed.
  - Due to the proposed use as a driveway with no major structures, deep subsurface investigation and detailed evaluation of liquefaction and its consequences will not be performed.

Deliverables: *One (1) Geotechnical Investigation Letter-Report*

5.1.5 Conceptual Configuration Study

Ingress and egress into the site will be with right-in/right-out only traffic. The site will remain gated when not in use, the improvements will consist of permeable materials, there will be a net-zero balance of any needed grading inside the property, and the School District will provide a gate and any improvements on school property. A general study will be prepared to determine the optimum strategy for the process involved in constructing the Drop-off/Pick up area. The options to be studied include:

a) *Option 1A:* Construct the permanent Pick-Up and Drop-Off improvements with the Hellman Avenue Widening Project.
b) *Option 1B:* Construct a temporary improvement as soon as possible and construct permanent improvements with the Hellman Avenue Widening Project. Option 1B follows the premise that the initial improvements will be short-term and when the Hellman Avenue Widening Project is constructed, the improvements consisting of permeable pavement, striping, bollards, signing and striping, and landscaping shall be durable.
c) *Option 2*: Construction Permanent improvements as soon as possible. This would include permanent Hellman Avenue improvements fronting the entrance and exit of the Drop-Off/Pick-Up site including pavement, curb, gutter, sidewalk, and standard drive approaches configured to only accept right-in/right-out turning movements.

The pro's and con's of each of the three options shall be considered including project schedule and cost, maintenance requirements, and the environmental permitting. The findings and recommendations are presented to the City prior to discussing the findings with the School District and proceeding with design of the improvements.

5.2 Design of Temporary Improvements

If Option 1B is selected, this optional work shall consist of preparing a layout that minimizes costs and can be quickly constructed within the vacant triangular lot based on traffic turning and the drainage studies and coordination with the City and School District and can remain functional until the permanent drop off configuration can be constructed. The pathway for the vehicles will be paved with gravel, and the design of the drive approaches to Hellman shall join at the existing edge of pavement. Minor improvements to Hellman Avenue may be made to facilitate ingress and egress to the Drop-off/Pick-Up area. A stand-alone Construction package consisting of preparing a title sheet, a detail sheet and one 20-Scale layout sheet, necessary specifications, and a construction cost estimate is prepared. The Plan includes permeable pavement and walkways, fencing and gates, signage and striping, site grading, and drainage improvements. Submittals include a 75% complete preliminary submittal, and a final submittal. The temporary improvements are constructed while the Hellman Avenue Widening project is going through the approval process.

Deliverables*: 75% complete and Final Temporary Drop-Off and Pick-Up Zone Improvements PS&E*

5.3 Design of Permanent Improvements

Applies to the selection of Option 1A, and Option 2, plus the second part of Option 1B.
Under Option 1B, the Drop-off/Pick-Up area improvements are redesigned to include more durable materials. for the inclusion into the Hellman Avenue Widening project. Under Option 1A and Option 2 design of a permanent drive approach entry is included in the PS&E Phase.
Plans, Specifications, and Cost Estimate of permanent improvements are included with the Hellman Avenue Street Widening Project with the 75%, 90% and Final submittals. Drawings are likely to include one 20-scale layout and one detail sheet. On-site signing and striping will be included with the street signing and delineation plans. If desired, planting and irrigation for the permanent improvements can be provided.
CWDG will provide planting and irrigation plans for the permanent School Drop-Off/Pick-Up Area Design improvements. CWDG team will assist CNS with the selection of site furnishings and/or amenities for the site.

Deliverables: *Final Drop-Off / Pick-Up Zone improvement PS&E with 75%, 90% and Final submittals.*

5.4 CEQA NOE Filing

LSA assumes that the pick-up/drop-off area may qualify for one (or more) CEQA exemptions. If applicable, LSA will prepare a Notice of Exemption (NOE) with supporting memorandum. The form and memorandum will be provided to the City for one round of review. LSA will assist the City by filing the NOE with the California State Clearinghouse. The City is responsible for filing the NOE with the County Clerk and paying the associated filing fee.

Deliverables: *NOE (Draft and Final)*

5.5 Permits/ Coordination

5.5.1 OCFCD Encroachment Permit

Using the County's portal "myOCeServices' and upon the clearance of CEQA, the project team will assemble the required reports, data, and drawings to Orange County Flood Control District (property owner) with the objective to receive an encroachment permit or easement. The completed plans will be included with the permit application and Hydraulic Study and submitted to OCFCD once the CEQA is cleared. Fees will be paid by the City.

5.5.2 Environmental Permitting

Section 408 Environmental Compliance

A USACE-format Section 106 compliance report will be required. LSA will define the Area of Potential Effects (APE) based on the approved project description and engineering data provided. LSA stipulates that the APE will fall within the APE for the roadway alignment (Task 4.2.3). If the APE exceeds this, a scope and budget adjustment may be required.
LSA will conduct archival research, develop a historic context, and identify important historical associations. LSA will also conduct intensive-level field surveys of the APE and complete a significance evaluation using the National Register criteria. LSA assumes that only one resource in the APE will be documented and evaluated on DPR forms. If additional prehistoric or historic-period resources are identified, a scope and budget adjustment may be required.
LSA will complete a USACE-format report and will respond to one round of consolidated comments (8 hours) from the client and/or the USACE. The NAHC SLF search obtained for Task 4.2.3 will be provided as an attachment to the report. If the resource is evaluated as eligible for listing in the National Register, a Finding of Effect may be required, which will necessitate a separate scope and budget.

Deliverables: *Pre-Submittal Meeting, Pre-Application Meeting, Environmental Review Checklist, Section 106 Compliance Report (Draft and Final)*

ACOE Section 408 Permit Application

The CNS Design Team shall coordinate with OCFCD and ACOE in pursuit of a Section 408 Permit through Army Corps of Engineers. The work shall include submittal of the Permit Inquires Checklist for OCFCD to

submit to ACOE, to attend a Pre-Application Meeting with the City, OCFCD representatives, and ACOE staff, hold a pre-Submittal meeting where the inclusion of General Documentation, Technical Analysis and Design Documentation, Operation and Maintenance Documentation, Real Estate Documentation, and Environmental Compliance is discussed. Upon submittal of the application, the Team shall respond to comments and submit a final permit application.

Deliverable – Section 408 Permit Application, Meetings and coordination

5.6 Construction Assistance

The CNS Team is available to respond to bidder's questions directed from the City, attend a preconstruction meeting, respond to contractor's RFI's and upon authorization from the City provide engineering design services for revisions to the construction documents specifically related to the Drop-Off / Pick-Up area improvements on OCFCD Property resulting from changed field conditions or other unforeseen changes.

Phase II – Final Design Plans, Specifications and Estimate (PS&E) and Regulatory Permitting
Phase III – Right-of-Way and Utility Relocation
Phase IV – Design Services During Construction (DSDC)

Phases II, III and IV are to be amended after the 30% Design Approval and Environmental Clearance.

City of Eastvale
Cost Proposal - Man Hour Worksheet

Project Name: Hellman Avenue Street Widening Project (CIP No. 93034)

Contract No.: CIP No. 93034

Consultant: CNS Engineers, Inc.

Costs associated with improvements at the Rondo Elementary School Auxilary Student Dropoff/ Pick-up Site

Task No.	Task Description	Labor Cost		Subtotal Labor Cost
		CNS	Subconsultants	
Phase I - Project Approval and Environmental Documentation (PA&ED) and 30% Design Plans and Estimates				
Task A	**Project Administration and Coordination**			
1.1	Project Management	$ 1,467.00	$ -	$ 1,467.00
1.2	Meetings and Coordination	$ 3,025.60	$ -	$ 3,025.60
1.3	Quality Assurance and Quality Control	$ 2,483.00	$ -	$ 2,483.00
Task B	**Records and Base Plans**			
2.1	Data Collection and Site Reconnaissance	$ -	$ -	$ -
2.2	Engineering Surveying and Aerial Topographic Mapping	$ -	$ -	$ -
2.3	Utility Research and Base Mapping	$ -	$ -	$ -
Task C	**Project Approval (Preliminary Engineering Design) and Environmental Documentation [PA&ED]**			
3.0	**Project Approval (Preliminary Engineering Design)**			
3.1	Traffic Study	$ -	$ -	$ -
3.2	Roadway Conceptual Design Alternatives and 30% Complete Design Plans	$ -	$ -	$ -
3.3	Preliminary Geotechnical Investigation and Design Reports	$ -	$ -	$ -
3.4	Preliminary Hydrology and Hydraulics Study	$ -	$ -	$ -
3.5	Bridge 30% Design Study	$ -	$ -	$ -
3.6	Preliminary Right of Way Determination and Cost Estimates	$ -	$ -	$ -
3.7	30% Design Cost Estimates	$ -	$ -	$ -
Task D	**Environmental Documentation**			
4.1	**Environmental management and Project Initiation**			
4.1.1	Project Management	$ -	$ -	$ -
4.1.2	Kickoff Meeting	$ -	$ -	$ -
4.1.3	Project Description	$ -	$ 517.14	$ 517.14
4.2	**Technical Studies**			
4.2.1	Air Quality, Energy, Greenhouse Gas	$ -	$ 449.73	$ 449.73
4.2.2	Biological Resources	$ -	$ 2,533.19	$ 2,533.19
4.2.2.a	Biological (Special Status Plants)	$ -	$ 2,740.21	$ 2,740.21
4.2.2.b	Biological (Crotch BB Surveys)	$ -	$ 808.12	$ 808.12
4.2.2.c	Biological (LBV/WIFL)	$ -	$ 7,191.16	$ 7,191.16
4.2.3	Cultural Resources	$ -	$ 1,119.73	$ 1,119.73
4.2.4	Noise	$ -	$ 414.30	$ 414.30
4.2.5	Hazardous Materials/Phase I Initial Site Assessment (ISA)	$ -	$ -	$ -
4.2.6	Water Quality/Assessment	$ -	$ -	$ -
4.3	**Enviromnemtal CEQA Documentation**			
4.3.1	Administrative Draft IS/MND	$ -	$ -	$ -
4.3.2	Screencheck Draft IS/MND	$ -	$ -	$ -
4.3.3	Public Review Draft IS/MND	$ -	$ -	$ -
4.3.4	Response to Comments/Final MND	$ -	$ -	$ -
4.3.5	Mitigation Monitoring and Reporting Program	$ -	$ -	$ -
4.4	**Conditional Services**			
4.4.1	Biological (BUOW Survey)	$ -	$ 792.74	$ 792.74
4.4.2	Biological (Bats)	$ -	$ 11,725.02	$ 11,725.02
4.4.3	DBESP	$ -	$ 1,257.37	$ 1,257.37
4.4.4	RCA/Resource Agency Coordination	$ -	$ 811.51	$ 811.51
4.4.5	Conceptual Mitigation Plan	$ -	$ 1,903.92	$ 1,903.92
4.4.6	EIR	$ -	$ -	$ -
Task E	**Rondo Elementary School Auxilary Student Dropoff/ Pick-up Site**			
5.1	**Preliminary Study**			

City of Eastvale
Cost Proposal - Man Hour Worksheet

Project Name: Hellman Avenue Street Widening Project (CIP No. 93034)

Contract No.: CIP No. 93034

Consultant: CNS Engineers, Inc.

Costs associated with improvements at the Rondo Elementary School Auxilary Student Dropoff/ Pick-up Site

Task No.	Task Description	Labor Cost		Subtotal Labor Cost
		CNS	Subconsultants	
5.1.1	Information Gathering	$ 5,460.00	$ -	$ 5,460.00
5.1.2	Traffic Operations Analysis	$ -	$ 19,088.04	$ 19,088.04
5.1.3	Site Drainage	$ -	$ 25,009.00	$ 25,009.00
5.1.4	Geotechnical Investigation	$ -	$ 29,556.16	$ 29,556.16
5.1.5	Conceptual Configuration study	$ 12,836.00	$ 2,420.00	$ 15,256.00
5.2	Design of Temporary Improvements	$ 35,764.00	$ 15,157.00	$ 50,921.00
5.3	Design of Permanent Improvements	$ 19,724.00	$ 11,665.00	$ 31,389.00
5.4	CEQA NOE Filing	$ -	$ 2,524.70	$ 2,524.70
5.5	Permits and Coordination			
5.5.1	OCFCD Encroachment Permit	$ 8,092.00	$ -	$ 8,092.00
5.5.2	Environmental Permitting	$ 19,384.00	$ 47,797.42	$ 67,181.42
5.6	**Construction Assistance**	$ 5,856.00	$ 4,170.00	$ 10,026.00
	Total Hours	**Total Labor Cost**		**$ 303,743.05**
		Subtotal ODC		**$ 554.01**
		Total Cost w/ ODC		**$ 304,297.06**

Pre-Con Coopertative Agreement - Rondo El. School Auxiliary Student Drop-Off - Pick-Up Area - Unsigned

Final Audit Report 2026-07-29

Created:	2026-07-29
By:	Jacqueline Alvarado (jalvarado@cnusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA43f0Fcl8oy4mG60Y4pY4VTOcXLbeptpH

"Pre-Con Coopertative Agreement - Rondo El. School Auxiliary Student Drop-Off - Pick-Up Area - Unsigned" History

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Pre-Con Coopertative Agreement - Rondo El. School Auxiliary Student Drop-Off - Pick-Up Area - CNUSD Signed

Final Audit Report 2026-07-29

Created:	2026-07-29
By:	Jacqueline Alvarado (jalvarado@cnusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAM4MCUwVJ7aITYivKmgR5yl0tmR8sNGLv

"Pre-Con Coopertative Agreement - Rondo El. School Auxiliary Student Drop-Off - Pick-Up Area - CNUSD Signed" History

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RESOLUTION NO. 26-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AMENDING ITS 2026-27 FISCAL YEAR OPERATING BUDGET FOR THE CNUSD PRE-CONSTRUCTION COOPERATIVE AGREEMENT RONDO ELEMENTARY SCHOOL AUXILIARY STUDENT DROP-OFF / PICK-UP AREA.

WHEREAS the Operating Plan and Budget for fiscal year 2026-27 of the City of Eastvale has been adopted by this Council in its original form, and said budget will need to be amended at times to fulfill the goals of the City; and

WHEREAS, the City departments may not exceed their appropriations by character of expense, with character of expense being defined as personnel services, services and supplies, capital outlay, debt service and transfers, without the consent of the City Manager; and

WHEREAS, the City and CNUSD have identified an Orange County Flood Control owned parcel of land for Rondo Elementary School auxiliary student drop-off use south of the school site on Hellman Avenue; and

WHEREAS, the City and CNUSD have entered into a cooperative agreement to commence pre-construction activities for the student drop-off facility; and

WHEREAS, the Budget Plan does not include adequate budget for the expenditures associated with pre-construction costs nor the revenues expected from CNUSD to reimburse the city for costs incurred in accordance with the cooperative agreement; and

WHEREAS, staff desire to amend the 2026-27 Operating Budget and appropriate $335,000 each in revenue and expenditures for the cooperative agreement.

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

SECTION 1. AUTHORIZE AN APPROPRIATION IN THE GENERAL FUND, CONTRACT SERVICES EXPENDITURE ACCOUNT NO. 100-510-6490-20003-0000 IN THE AMOUNT OF $335,000 FOR THE CNUSD PRE-CONSTRUCTION COOPERATIVE AGREEMENT RONDO ELEMENTARY SCHOOL AUXILIARY STUDENT DROP-OFF / PICK-UP AREA.

SECTION 2. AUTHORIZE AN APPROPRIATION IN THE GENERAL FUND, MISCELLANEOUS REVENUE ACCOUNT NO. 100-000-4700-20003-000 IN THE AMOUNT OF $335,000 AND FOR THE CNUSD PRE-CONSTRUCTION COOPERATIVE AGREEMENT RONDO ELEMENTARY SCHOOL AUXILIARY STUDENT DROP-OFF / PICK-UP AREA.

PASSED, APPROVED AND ADOPTED this 12th day of August 2026.

_____
Jocelyn Yow
Mayor

APPROVED AS TO FORM:

_____
Erica Vega
City Attorney

ATTEST:

_____
Marc A. Donohue, MMC
City Clerk

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

I, Marc A. Donohue, City Clerk of the City of Eastvale, California, do hereby certify that the foregoing City Council Resolution No. 26-XX, was duly adopted by the City Council of the City of Eastvale, California, at a meeting held on the 12th day of August 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Marc A. Donohue, MMC
City Clerk

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CONSENT CALENDAR
Agenda Item No. 11.12
August 12, 2026

Approval of the Cooperation Agreement for the Community Development Block Grant (CDBG), HOME Investment Partnerships Program, and Emergency Solutions Grant (ESG) for Fiscal Years 2027, 2028, and 2029

Prepared By:

Samantha Greven, Senior Management Analyst

Recommended Action(s)

Staff recommends that the City Council adopt a Resolution authorizing participation in the County of Riverside's Urban Program for fiscal years 2027, 2028, and 2029, and approving and authorizing the Mayor to execute the Cooperative Agreement for the Community Development Block Grant (CDBG), HOME Investment Partnerships Program, and Emergency Solutions Grant (ESG) for fiscal years 2027, 2028, and 2029.

Summary

The City of Eastvale currently participates in the County of Riverside's Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) programs as a Cooperating City. Execution of the Cooperation Agreement and adoption of the resolution will allow the City of Eastvale to participate in the County's CDBG, HOME, and ESG programs for fiscal years 2027, 2028, and 2029.

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 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.

Analysis

The City of Eastvale has participated in the County of Riverside's Urban Community Program since 2012. This program allows the City to participate in the Community Development Block Grant (CDBG), Home Investment Partnership (HOME), and Emergency Solutions Grant (ESG) programs.

Execution of the Cooperation Agreement and adoption of the resolution will allow the City to continue to participate in the County's CDBG, HOME, and ESG programs for fiscal years 2027, 2028, and 2029.

Environmental

Entering into an agreement with the County of Riverside to participate in the Urban Community Program is not a project pursuant to the California Environmental Quality Act (CEQA) and no further environmental review is required.

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

Leverage grant funding.

Fiscal Impact

Participation in the County of Riverside's Urban Community Program will allow the City to apply for CDBG grants in fiscal years 2027, 2028, and 2029.

The County of Riverside Department of Housing and Workforce Solutions (HWS) has not issued the City of Eastvale's CDBG Notice of Funding Availability (NOFA) for the period of 2027-2029. The NOFA is expected to be released by the County prior to each fiscal year. When the NOFA is released the County will provide an estimated allocation for the program year. Budget will not be appropriated until the City enters into a program specific agreement with the County and the County subsequently issues the City an incur cost letter.

Prior City Council/Commission Action

March 22, 2023 - City Council established funding priorities for the 2024-2025 CDBG Program Year as: Americans with Disabilities Act (ADA) Improvements, Library Services, Senior Services, Youth Services, and Home Improvement Services.

June 28, 2023 - City Council Approved the Cooperation Agreement for Urban County Qualification 2024-2026, Authorized the Mayor to Execute the Cooperation Agreement, and Approved and adopted a resolution authoring participation in the County of Riverside's Urban County Program for fiscal years 2024-2025, 2025-2026, 2026-2027.

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).

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

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

October 7, 2025 - City Council approved agreements for the 2025-2026 Community Development Block Grant Program Year.

January 14, 2026 - City Council authorized the rollover of all CDBG funds from fiscal year 2026–2027 for use in future program years.

Attachment(s)

Attachment 1 - Resolution Authorizing Participation in the County of Riverside's Urban County Program for 2027-2029
Attachment 2 - City of Eastvale Cooperation Agreement

RESOLUTION NO. 26-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AUTHORIZING PARTICIPATION IN THE COUNTY OF RIVERSIDE'S URBAN COUNTY PROGRAM FOR FISCAL YEARS 2027, 2028, AND 2029.

WHEREAS, the City of Eastvale has elected to participate as unit of local government (Cooperating City) in the County of Riverside's Urban County Program for Federal Fiscal Years 2027, 2028, and 2029; and

WHEREAS, the Cooperation Agreement will allow the County and City to carry-out activities which are funded by Community Development Block Grant (CDBG), Home Investment Partnerships Program (HOME) funds, and Emergency Solutions Grant (ESG); and

WHEREAS, the Cooperation Agreement will allow the Cooperating City to participate in the Urban County Consolidated Planning Programs.

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

SECTION 1. The Cooperation Agreement between the County of Riverside and the City of Eastvale is hereby approved; and

SECTION 2. The City Council hereby authorizes and directs the Mayor to execute the Cooperation Agreement on behalf of the City of Eastvale.

PASSED, APPROVED AND ADOPTED this 12th day of August, 2026.

_____
Jocelyn Yow
Mayor

APPROVED AS TO FORM:

_____
Erica Vega
City Attorney

ATTEST:

_____
Marc A. Donohue, MMC
City Clerk

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

I, Marc A. Donohue, City Clerk of the City of Eastvale, California, do hereby certify that the foregoing City Council Resolution No. 26-XX, was duly adopted by the City Council of the City of Eastvale, California, at a meeting held on the 12th day of August, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Marc A. Donohue, MMC
City Clerk

COOPERATION AGREEMENT
FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT, HOME INVESTMENT PARTNERSHIPS PROGRAM, AND EMERGENCY SOLUTIONS GRANT FOR FISCAL YEARS 2027, 2028, 2029

This Cooperation Agreement for the Community Development Block Grant, HOME Investment Partnerships Program, and the Emergency Solutions Grant for Fiscal Years 2027, 2028, and 2029, hereinafter referred to as "Agreement" is made and entered into this _____ day of _____ 2026, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and CITY OF EASTVALE , an incorporated municipality within the geographical boundaries of the COUNTY, hereinafter referred to as "CITY." City and County individually referred to herein as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Housing and Community Development Act of 1974, as amended (42 U.S.C.A. § 5301 et seq.) (Public Law 93-383), hereinafter called "ACT", provides that Community Development Block Grant funds hereinafter referred to as "CDBG", may be used for the support of activities that provide decent housing, suitable living environments, and expanded economic opportunities principally for persons of low and moderate-income; and

WHEREAS, the HOME Investment Partnerships Act program, hereinafter referred to as "HOME," was enacted as Title II of the National Affordable Housing Act of 1990, for the purposes of: expanding the supply of decent, affordable housing for low and very-low income families with emphasis on rental housing; building State and local capacity to carry out affordable housing programs; and providing for coordinated assistance to participants in the development of affordable low-income housing; and

WHEREAS, the Emergency Solutions Grant, hereinafter referred to as "ESG," was authorized by the McKinney-Vento Homeless Assistance Act of 1987 and the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009. The objectives of the ESG program are to increase the number and quality of emergency shelters and transitional

housing facilities for homeless individuals and families, to operate these facilities and provide essential social services, and to help prevent homelessness;

WHEREAS, CDBG regulations require counties to re-qualify as an Urban County under the CDBG program every three (3) years.

WHEREAS, the chief executive officer of the COUNTY is authorized to execute this Agreement pursuant to Riverside County Ordinance No. 442.

WHEREAS, the City Manager or Mayor of CITY is authorized to execute this Agreement on the CITY's behalf.

WHEREAS, the COUNTY Board of Supervisors on July 28, 2026 via Minute Order 30623 authorized the COUNTY Director of Housing and Workforce Solutions to execute this agreement on behalf of the COUNTY.

NOW THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived there from, the parties agree as follows:

1. GENERAL.

(a). This Agreement gives COUNTY authority to undertake, or assist in undertaking, activities for Fiscal Years 2027, 2028, and 2029, that will be funded from the CDBG, HOME, and ESG programs and from any program income generated from the expenditure of such funds. COUNTY and CITY agree to cooperate, to undertake, or to assist in undertaking, community renewal and lower-income housing assistance activities. COUNTY is qualified as an "Urban County" under the ACT. CITY, by executing this Agreement, hereby gives notice of its election to participate in an Urban County's Community Development Block Grant (CDBG), Home Investment Partnerships Act (HOME), and Emergency Solutions Grant (ESG) programs, hereinafter referred to as "Urban County Programs".

(b). By executing this Agreement, CITY understands that it may not apply for grants from appropriations under the Small Cities or State CDBG Programs for fiscal years during the period in which it participates in the Urban County's CDBG program, and that CITY may only participate in the HOME program through the COUNTY'S Urban County Programs, not a HOME

consortium. The CITY may also apply for HOME funds from the State of California, if permitted by the State.

(c). By executing this Agreement, CITY understands that it may only receive a formula allocation of ESG funds through the COUNTY'S Urban County Programs. The CITY may also apply for ESG funds from the State of California, if permitted by the State.

2. TERM.

The term of this Agreement shall be for three (3) years commencing on October 1, 2026, and expiring on September 30, 2029, unless an earlier date of termination is fixed by U.S. Department of Housing and Urban Development, hereinafter called HUD, pursuant to ACT. This Agreement shall remain in effect until funds granted and program income received during the three-year program period are expended and the funded activities completed. Neither the COUNTY nor the CITY may terminate, withdraw, or be removed from the program during the three-year program period.

This Agreement will renew automatically for participation in one successive three-year Urban County qualification period (Federal Fiscal Years 2030-32), unless the CITY or the COUNTY provides written notice to the other party that it elects not to participate in a new qualification period. The terminating party shall send a copy of the notice of termination to the HUD field office by the date specified on the HUD Exchange Urban Counties website. By executing this Agreement, the CITY acknowledges that it has been notified in writing of the CITY's right to make this election. A copy of this Agreement will be sent to the HUD field office by the date specified on the HUD Exchange Urban Counties website.

The Parties agree to adopt amendment(s) to this Agreement as may be required by HUD to meet any new Urban County Qualification requirement(s), when applicable. Failure by either Party to adopt any such amendment, and to submit such amendment to HUD, will void the agreement for such qualification period.

3. PREPARATION OF FEDERALLY REQUIRED FUNDING APPLICATIONS.

The County of Riverside Housing and Workforce Solutions, subject to approval of COUNTY's Board of Supervisors, shall be responsible for preparing and submitting to the U.S.

Department of Housing and Urban Development (HUD), in a timely manner, all reports and statements required by the ACT and the Federal regulations promulgated by HUD to secure entitlement grant funding under the CDBG, HOME, and ESG programs. This duty shall include the preparation and processing of COUNTY Housing, Community, and Economic Development Needs Identification Report, Citizen Participation Plan, the County Five-Year Consolidated Plan, One-Year Action Plan, Consolidated Annual Performance and Evaluation Report (CAPER), and other related programs which satisfy the application requirements of ACT and its regulations.

4. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND OTHER APPLICABLE STATUTES, REGULATIONS AND ORDINANCES.

(a) COUNTY and CITY will comply with the applicable provisions of the ACT and those Federal regulations promulgated by HUD pursuant thereto, as the same currently exists or may hereafter be amended.

(b) The COUNTY and CITY are hereby obligated to take all actions necessary to assure compliance with COUNTY's certification regarding affirmatively furthering fair housing pursuant to Section 104 (b) of Title I of ACT, as amended.

(c) COUNTY and CITY will comply with the applicable provisions of the following: National Environmental Policy Act of 1969; Title VI of the Civil Rights Act of 1964 and the implementing regulations at 24 CFR Part 1; The Fair Housing Act, Title VIII of the Civil Rights Act of 1968, the implementing regulations at 24 CFR Part 100, and the duty to affirmatively further fair housing (AFFH); Title 24 Code of Federal Regulations part 570; Cranston-Gonzales National Affordable housing Act (Public Law 101-625); Executive Order 11063, as amended by Executive Order 12259; Executive Order 11988; the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C.§4630, et. seq.); Section 109 of Title I of the ACT and implementing regulations at 24 CFR part 6, including Section 504 of the Rehabilitation Act of 1973 and the implementing regulations at 24 CFR Part 8, Title II of the Americans with Disabilities Act and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975 and the implementing regulations at 24 CFR part 146, Section 3 of the Civil Rights Act of 1963, as amended, Section 3 of the Housing and Urban Development Act of 1968, the Uniform

Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the implementing regulations at 49 CFR Part 24, and Section 104(d) of the Act and implementing regulations at 24 CFR Part 42; and other Federal or state statute or regulation applicable to the use of CDBG, HOME Investment Partnerships Act (enacted as Title II of the National Affordable Housing Act of 1990), and Emergency Solutions Grant funds.

(d) CITY agrees that the Urban County Program funding for activities in, or in support of, the CITY are prohibited if CITY does not affirmatively further fair housing within CITY'S jurisdiction or impedes COUNTY actions to comply with its fair housing certification.

(e) CITY and COUNTY shall meet the citizen participation requirements of 24 CFR 570.301 and provide Urban County Program citizens with all of the following:

i. The estimate of the amount of CDBG funds proposed to be used for activities that will benefit persons of low and moderate-income;

ii. A plan for minimizing displacement of persons as a result of activities assisted with CDBG funds and to assist persons actually displaced as a result of such activities;

iii. A plan that provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate-incomes, residents of slum and blighted areas, and of areas in which funds are proposed to be used, and provides for participation of residents in low and moderate-income neighborhoods;

iv. Reasonable and timely access to local meetings, information, and records relating to the grantee's proposed use of funds, as required by the regulations of the Secretary, and relating to the actual use of funds under the ACT;

v. Provide for public meetings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities and review of program performance. Meeting shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the disabled.

(f). CITY shall develop a community development plan, for the period of this Agreement, which identifies community development and housing needs and specifies both short and long-term community development objectives.

(g). CITY certifies, to the best of its knowledge and belief, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the CITY, to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

iii. The CITY shall require that the language provided in Sections 4(c) of this Agreement be included in the award documents for all sub-awards at all tiers (including subcontracts, sub- grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

(iv). In accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act), the CITY certifies that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations, and that it has adopted and is enforcing applicable State and local laws against physically barring entrance to, or exit from, a

facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

5. COMPLIANCE WITH POLICY AND PROGRAM OBJECTIVES.

The COUNTY's Board of Supervisors have adopted policies and procedures to ensure efficient and effective administration of the CDBG, HOME and ESG programs. COUNTY will provide these policies and procedures to CITY within a reasonable time after this Agreement's commencement date. COUNTY and City agree to comply with these said policies and program objectives and to take no actions to obstruct implementation of the approved 2024-2029 Five Year Consolidated Plan and the subsequent Five Year Consolidated Plan.

6. OTHER AGREEMENTS

Pursuant to Federal regulations at 24 CFR 570.501(b), CITY is subject to the same requirements applicable to sub-recipients, including the requirement of a written agreement set forth in Federal regulations at 24 CFR 570.503. For each fiscal year during the term of this Agreement, COUNTY and CITY shall enter into an additional agreement, commonly known as a Supplemental Agreement, that will have a term coinciding with a CDBG Program Year and enumerate the project(s) CITY will implement with its entitlement funds. Said Supplemental Agreement will set forth the time schedule for completion of said project(s) and any funding sources, in addition to entitlement funds, that will be used in completing the project(s). If substantial compliance with the completion schedule, due to unforeseen or uncontrollable circumstances, cannot be met by CITY, the schedule for the project(s) may be extended by COUNTY. If COUNY determines that substantial progress toward drawdown of funds is not made during the term of the Supplemental Agreement, the entitlement funds associated with the project(s) may be reprogrammed by COUNTY, to other activities as determined by COUNTY, after COUNTY provides appropriate written notice to CITY. COUNTY's decision not to extend the completion schedule associated with the project(s), or to reprogram the entitlement funds associated with the project(s), will not excuse CITY from complying with terms of this Agreement.

7. DETERMINATION OF PROJECTS TO BE FUNDED AND DISTRIBUTION OF ENTITLEMENT FUNDS.

CITY agrees to submit to COUNTY in writing, no later than the date specified by COUNTY prior to each program year, the activities that the CITY desires to implement with its entitlement funds, said designation to comply with statutory and regulatory provisions governing citizen's participation. Said designation is to be reviewed by the COUNTY's Housing and Workforce Solutions to determine that the projects are eligible under Federal regulations for funding and inclusion in the One Year Action Plan of the County's Five-Year Consolidated Plan and consistent with both Federal and COUNTY policy governing use of Community Development Block Grant (CDBG) funds.

In the event that CITY fails to submit to COUNTY the identified activities that the CITY desires to implement with its entitlement funds by the date specified prior to each program year, the COUNTY may determine the activities to be funded, without consent of the CITY, consistent with both Federal and COUNTY policy governing use of Community Development Block Grant (CDBG) funds.

Consistent with Sections 3, 4, 5, 6, and 7 of this Agreement, COUNTY's Board of Supervisors will make the final determination of the distribution and disposition of all CDBG funds received by COUNTY pursuant to the Act.

8. COMMUNITY DEVELOPMENT BLOCK GRANT MANUAL.

CITY warrants that those officers, employees, and agents, retained by it and responsible for implementing projects funded with CDBG have received, reviewed, and will follow the Community Development Block Grant Manual that has been prepared and amended by COUNTY, which Manual is incorporated herein and made a part hereof by this reference.

9. REAL PROPERTY ACQUIRED OR PUBLIC FACILITY CONSTRUCTED WITH CDBG FUNDS.

When CDBG funds are used, in whole or in part, by CITY to acquire real property or to construct a public facility, CITY shall comply with the National Environmental Policy Act of 1969 (42 U.S.C. § 4321, et seq.), the California Environmental Quality Act (Cal. Pub. Resources Code § 21000, et seq.), the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4630, et seq.), and California Government Code Sections 7260 et seq.,

as those laws may be amended from time-to-time and any Federal or state regulations issued to implement the aforementioned laws.

In addition, the following is to occur:

(a) Title to the real property shall vest in CITY;

(b) The real property title will be held by or the constructed facility will be maintained by the CITY for the approved use until five years after the date that the CITY is no longer considered by HUD to be a part of the metropolitan city or urban county, pursuant to 24 CFR 570.501(b).

(c) While held by CITY, the real property or the constructed facility is to be used exclusively for the purpose for which acquisition or construction was originally approved by COUNTY;

(d) CITY shall provide timely written notice to COUNTY of any action which would result in a modification or change in the use of the real property purchased or improved, in whole or in part, with CDBG or HOME funds from that planned at the time of acquisition or improvement, including disposition.

(e) CITY shall provide timely written notice to citizens and opportunity to comment on any proposed modification or change;

(f) Written approval from COUNTY must be secured if the property or the facility is to be put to an alternate use that is or is not consistent with Federal regulations governing CDBG funds;

(g) Should CITY desire during the five (5) year period to use the real property or the constructed facility for a purpose not consistent with applicable Federal regulations governing CDBG funds or to sell the real property or facility, then:

(i) If CITY desires to retain title, it will have to reimburse either COUNTY or the Federal government an amount that represents the percentage of current fair market value that is identical to the percentage that CDBG funds initially comprised when the property was acquired or the facility was constructed;

(ii) If CITY sells the property or facility, or is required to sell the property

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

10. DISPOSITION OF INCOME GENERATED BY THE EXPENDITURE OF CDBG FUNDS.

CITY shall inform COUNTY in writing of any income generated by the expenditure of CDBG funds received by CITY from COUNTY. CITY may not retain program income so generated. Any and all program income shall be returned to the County and may only be used for eligible activities in accordance with all CDBG requirements, including all requirements for citizen participation.

The COUNTY is required by HUD to monitor and report the receipt and use of all program income. CITY is required to track, monitor, and report any and all program income as requested by COUNTY.

11. TERMINATION.

Except as provided for in Section 2, CITY and COUNTY cannot terminate or withdraw from this Agreement while it remains in effect.

12. NOTICES.

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE	CITY OF
Heidi Marshall, Director	Mark Orme, City Manager
County of Riverside HWS	City of Eastvale
3403 Tenth Street, Suite 300	12363 Limonite Avenue, Suite 910
Riverside, CA 92501	City, CA 91752

13. AGREEMENT ADMINISTRATION.

The City Manager of the CITY, and the Director of Housing and Workforce Solutions of County of Riverside, or their designee, shall administer the terms and conditions of this Agreement for their respective city or county.

14. COOPERATION; FURTHER ACT.

The PARTIES shall cooperate fully with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purpose of the Agreement.

15. NO THIRD-PARTY BENEFICIARIES.

This Agreement is made and entered into for the sole protection and benefit of the PARTIES hereto and shall not create any rights in any third parties. No other person or entity shall have any right or action based upon the provisions of the Agreement.

16. SECTION HEADINGS.

The Section headings herein are for the convenience of the PARTIES only and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Agreement.

17. FORMER AGREEMENTS UTILIZING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS BETWEEN COUNTY AND CITY.

All agreements between CITY and COUNTY regarding the use of CDBG funds for fiscal years 1975-76 through fiscal years 2027-2029 and any Supplemental Agreements there under, shall remain in full force and effect. If the language of this Agreement is in conflict or inconsistent with the terms of any prior said agreements between CITY and COUNTY, the language of this Agreement will be controlling.

18. INDEMNIFICATION

CITY agrees to indemnify, defend, and hold harmless COUNTY and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising from CITY acts, errors or omissions and for any costs or expenses incurred by COUNTY on account of any claim therefore, except where such indemnifications is prohibited

by law. CITY shall promptly notify COUNTY in writing of the occurrence of any such claims, actions, losses, damages, and/or liability.

CITY shall indemnify and hold harmless COUNTY against any liability, claims, losses, demands, and actions incurred by COUNTY as a result of the determination by HUD or its successor that activities undertaken by CITY under the program(s) fail to comply with any laws, regulations, or policies applicable thereto or that any funds billed by and disbursed to CITY under this Agreement were improperly expended.

19. COMPLIANCE WITH LAWS AND REGULATIONS.

By executing this Agreement, the Parties hereby certify that they will adhere to and comply with all Federal, state and local laws, regulations and ordinances.

20. ENTIRE AGREEMENT.

It is expressly agreed that this Agreement embodies the entire agreement of the Parties in relation to the subject matter hereof, and that no other agreement or understanding, verbal or otherwise, relative to this subject matter, exists between the Parties at the time of execution.

21. SEVERABILITY.

Each paragraph and provision of this Agreement is severable from each other provision and in the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision will never the less continue in full force without being impaired or invalidated in any way.

22. ASSIGNMENT.

CITY shall not make any sale, assignment, conveyance or lease of any trust or power, or transfer in any other form with respect to this Agreement, or delegate or assign any interest in this Agreement without prior written approval of the County.

23. INTERPRETATION AND GOVERNING LAW.

This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language 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 employed in interpreting this Agreement, all Parties having been represented by counsel in the negotiation and preparation hereof.

24. WAIVER.

Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

25. JURISDICTION AND VENUE.

Any action at law or in equity arising under this Agreement or brought by a Party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed in the Superior Court of California, County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court or jurisdiction.

26. AMENDMENTS

No change, amendment, or modification to the Agreement shall be valid or binding upon CITY or COUNTY unless such change, amendment, or modification is in writing and duly executed. CITY and COUNTY agree to adopt any necessary amendments to this Agreement to incorporate changes required by HUD as set forth in the Urban County Qualification Notice. Amendments must be submitted to HUD as provided in the Urban County Qualification Notice and failure to do so will void the automatic renewal for such qualification period.

27. PROHIBITION OF CDBG FUND TRANSFER

Parties to this Agreement understand and agree that they may not sell, trade, or otherwise transfer all or any portion of CDBG 52 funds to a Metropolitan City, Urban County, unit of general local government, or insular area that directly or indirectly receives CDBG funds in exchange for any funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended

28. EMERGENCY SOLUTIONS GRANT FORMULA ALLOCATION

CITY acknowledges that while participating in the COUNTY's Urban County program, CITY can only receive a formula Emergency Solutions Grant (ESG) allocation from the Urban County program and only at such times as authorized by the Board of Supervisors. The CITY and COUNTY may also apply for ESG funds from the State of California, if permitted by the State.

29. HOME INVESTMENT PARTNERSHIP ACT FORMULA ALLOCATION

CITY acknowledges that while participating in the COUNTY's Urban County program, CITY can only receive a formula HOME allocation from the Urban County program and only at such times as authorized by the Board of Supervisors. The CITY and COUNTY may also apply for HOME funds from the State of California, if permitted by the State.

30. AUTHORITY TO EXECUTE.

The persons executing this Agreement or exhibits attached hereto on behalf of the Parties to this Agreement hereby warrant and represent that they have the authority to execute this Agreement and warrant and represent that they have the authority to bind the respective Parties to this Agreement to the performance of its obligations hereunder.

31. INCORPORATION OF RECITALS

The Parties hereby affirm the facts set forth in the recitals above. Said recitals are incorporated herein and made an operative part of this Agreement.

32. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the COUNTY and CITY have executed this Agreement on the date shown below.

Date: _____

COUNTY OF RIVERSIDE,
a political subdivision of the
State of California

BY: _____
Heidi Marshall, Director
Housing and Workforce Solutions

APPROVED AS TO FORM:
, County Counsel

By: _____
Braden Holly, Deputy County Counsel

CITY OF EASTVALE,
a general law city

BY: _____
Mayor

ATTEST:

BY: _____
City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

COUNTY COUNSEL CERTIFICATION

The Office of County Counsel of the County of Riverside hereby certifies that the terms and provisions of this Agreement are fully authorized under state and local law and that the Agreement provides full legal authority for the COUNTY to undertake, or assist in undertaking, essential community development and housing assistance activities specifically urban renewal and publicly assisted housing.

County Counsel

By:_____
Braden Holly, Deputy County Counsel

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CONSENT CALENDAR
Agenda Item No. 11.13
August 12, 2026

Second Reading of Ordinance to Establish Chapter 12.20 of the Eastvale Municipal Code Regulating the Operation of Electric Bicycles and Other Electric Conveyances

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Prepared By:

Johnny Terfehr, Community Safety and Technology Director

Recommended Action(s)

Staff recommends that the City Council approve the second reading and adopt an ordinance entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, ADI CHAPTER 12.20 (ELECTRIC BICYCLES AND OTHER ELECTRIC CONVEYANCES) TO TITLE 12 (STR AND SIDEWALKS) OF THE EASTVALE MUNICIPAL CODE

Summary

To enhance public safety on sidewalks and other public property, City staff recommends establishing an ordinance regulating the operation of electric bicycles and other electric conveyances to supplement existing regulations of such conveyances in the California Vehicle Code.

The proposed ordinance provides a clear set of rules for riders and will equip deputies with an additional enforcement tool to address emerging safety concerns associated with the growing use of these devices. By creating consistent and enforceable standards, the ordinance aims to reduce hazardous behavior, improve pedestrian safety, and support responsible operation throughout the City.

Background

In recent years, the City has experienced a significant increase in the use of electric bicycles (e-bikes), and other electric conveyances. This increase has resulted in growing community concerns

regarding the safe operation of these devices, enforcement challenges, and the need for clearer and more comprehensive local regulations.

On April 28, 2026, the Public Safety Commission reviewed and provided comments on a proposed ordinance regulating e-bikes and electric motorcycles (eMotos) within the City. The Commission expressed concerns regarding their use in parks and emphasized the need for additional language addressing unsafe riding behavior and parental responsibility. The Commission also requested that staff explore the option of entering into a memorandum of understanding (MOU) with the Jurupa Community Services District (JCSD) to assist with enforcement related to e-bike and eMoto use.

On May 27, 2026, the City Council introduced the proposed ordinance and requested that it be revised to include requirements related to passenger helmet use. The ordinance now specifies that e-bike operators and passengers under 18 years of age riding on sidewalks or other public property must wear a properly fitted and fastened helmet.

On June 10, 2026, the City Council discussed the second reading of the proposed ordinance and raised concerns regarding the draft language. The City Council elected not to proceed with a second reading to allow staff to revise the ordinance as requested. Pursuant to the ordinance adoption process, revisions made after the first reading require the ordinance to be reintroduced and considered again at a first reading.

On June 24, 2026, The City Council approved the first reading of the revised proposed ordinance with the following modifications:

- E-bikes shall not be operated on sidewalks when an adjacent bikeway is available.
- E-bikes and other electric conveyances shall not be operated at speeds exceeding 5 miles per hour on sidewalks or trails when pedestrians are present.

The ordinance establishes Chapter 12.20 of the Eastvale Municipal Code, creating a regulatory framework tailored to local conditions and intended to promote the safe and responsible operation of e-bikes and other electric conveyances within the City.

Environmental

This ordinance is exempt from review under the California Environmental Quality Act (CEQA) under CEQA Guideline 15301 (Class 1 Exemption - Existing Facilities) as it regulates the use of existing public facilities, include streets, sidewalks, and parks, by persons riding e-bikes, motorized scooters and eMotos.

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

Identify and recommend tools necessary for optimal employee performance (Target G, Goal A)

Fiscal Impact

Adoption of the proposed ordinance is expected to have no significant fiscal impact.

Prior City Council/Commission Action

On April 28, 2026, the Public Safety Commission reviewed and provided comments on the proposed ordinance. The ordinance has been revised to reflect the Commission's comments.

On May 27, 2026, the City Council introduced, read by title, and waived further reading of an ordinance entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFOR ADDING CHAPTER 12.20 (ELECTRIC BICYCLES, MOTORIZED SCOOTERS AND OFF-HIGHWAY ELEC MOTORCYCLES) TO TITLE 12 (STREETS AND SIDEWALKS) OF THE EASTVALE MUNICIPAL CODE. City Council also requested the ordinance be revised to add requirements pertaining to passenger helmets.

On June 10, 2026, the City Council voted to deny the second reading, not adopt an ordinance entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, ADI CHAPTER 12.20 (ELECTRIC BICYCLES, MOTORIZED SCOOTERS AND OFF-HIGHWAY ELEC MOTORCYCLES) TO TITLE 12 (STREETS AND SIDEWALKS) OF THE EASTVALE MUNICIPAL CODE, ar bring the item back to a future meeting.

On June 24, 2026, the City Council voted to introduce , read by title and waive further reading of the proposed ordinance entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVA CALIFORNIA, ADDING CHAPTER 12.20 (ELECTRIC BICYCLES AND OTHER ELECTRIC CONVEYANCE TITLE 12 (STREETS AND SIDEWALKS) OF THE EASTVALE MUNICIPAL CODE. The motion inclu amendments prohibiting electric bicycles on sidewalks when a bikeway is adjacent and reducing the speed limit from 15 mph to 5 mph.

Attachment(s)

Attachment 1 - Ordinance

ORDINANCE NO. 26-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, ADDING CHAPTER 12.20 (ELECTRIC BICYCLES AND OTHER ELECTRIC CONVEYANCES) TO TITLE 12 (STREETS AND SIDEWALKS) OF THE EASTVALE MUNICIPAL CODE

WHEREAS, the operation of bicycles, including electric bicycles (e-bikes) on public streets and highways, including bikeways within public streets and highways, is governed by the California Vehicle Code. (Veh. Code §§ 21200 et seq.); and

WHEREAS, the operation of motorized scooters on public streets and highways, including bikeways within public streets and highways, is governed by the California Vehicle Code. (Veh. Code §§ 21220 et seq.); and

WHEREAS, the operation of electrically motorized boards on public streets and highways, bikeways, sidewalks and trails, is regulated by the California Vehicle Code. (Veh. Code §§ 21290 et seq.), but motorized skateboards are prohibited on any sidewalk, roadway, bikeway, and trail (Veh. Code § 21968); and

WHEREAS, the operation of off-highway electric motorcycles (eMotos) is generally prohibited on public streets and highways (Veh. Code § 38025) and on public sidewalks (Veh. Code § 21663); and

WHEREAS, the Vehicle Code permits a city to regulate the operation of bicycles, including e-bikes, on sidewalks (Veh. Code § 21100(h)) and equestrian, hiking or recreational trails (Veh. Code § 21207.5(b)); and

WHEREAS, the Vehicle Code permits a city to regulate the operation of motorized scooters on pedestrian and bicycle facilities (Veh. Code §§ 21225, 21230), prohibits operating motorized scooters on sidewalks (Veh. Code § 21235(g), and requires operators to have a valid driver's license or instruction permit (Veh. Code § 21225(d)); and

WHEREAS, the Vehicle Code permits a city to regulate the operation of eMotos on public lands (Veh. Code §§ 38280 et seq.); and

WHEREAS, the regulations of vehicles on public property other than streets and highways is permissible to the extent it does not conflict with the provisions of the Vehicle Code (Veh. Code §21; see, e.g., *Mountains Recreation Conservation Authority v. Kaufman* (2011) 198 Cal.App.4th Supp. 1 (the Vehicle Code applies to the operation of vehicles on streets and highways, local authorities may otherwise adopt regulations not in conflict with the Vehicle Code)); and

WHEREAS, the City Council finds that some regulation of the operation of electric bicycles, motorized scooters, electrically motorized boards, eMotos and other electric conveyances is necessary to ensure the comfort and safety of riders and pedestrians on sidewalks and public property.

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

SECTION 1. The above recitals are true and correct and are incorporated herein by reference.

SECTION 2. ADDITION OF CHAPTER 12.20. Chapter 12.20 (Electric Bicycles and Other Electric Conveyances) is hereby added to read as shown in Exhibit "A."

SECTION 4. Severability. If any chapter, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each Chapter, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more Sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

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

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

PASSED, APPROVED AND ORDAINED this 12th day of August, 2026.

_____
Jocelyn Yow
Mayor

APPROVED AS TO FORM:

_____
Erica L. Vega
City Attorney

ATTEST:

_____
Marc A. Donohue, MMC
City Clerk

4908-3478-3383 v7

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

I, Marc A. Donohue, City Clerk of the City of Eastvale, California, do hereby certify that the foregoing Ordinance No. 26-08, was introduced at a regular meeting of the City Council of the City of Eastvale held on the 24th day of June, 2026, and was passed by the City Council of the City of Eastvale at a regular meeting held on the 12th day of August, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Marc A. Donohue, MMC
City Clerk

4908-3478-3383 v7

EXHIBIT "A"

Chapter 12.20 Electric Bicycles and Other Electric Conveyances

Sec. 12.20.101 Purpose

This chapter regulates the operation of e-bikes and other electric conveyances on public property within the City consistent with statutory authorizations for local regulation of e-bike and other electric conveyance operation on sidewalks, bikeways, trails and other pedestrian and bicycle facilities in the California Vehicle Code. The provisions of this chapter are not intended to, and shall not be construed to, apply to the operation of e-bikes and other electric conveyances within public streets and highways unless such regulation is authorized by the California Vehicle Code. This chapter does not limit the ability to enforce provisions of the California Vehicle Code regulating the operation of e-bikes and other electric conveyances.

Sec. 12.20.020 Definitions

The following terms have the following meanings. References to Vehicle Code sections include any amendments or successor statutes thereto.

"Bikeway" has the same meaning as Streets and Highways Code Section 890.4, including the categorizations of bikeways as Class I, II, III, or IV contained therein.

"Electric conveyance" or "e-conveyance" means any electric bicycle, motorized scooter, motorized skateboard (not including electrically motorized boards), or other electric device that is designed to convey one or more people and is capable of being powered by human propulsion or electric motor propulsion. Electric personal assistive mobility devices, electronically motorized boards, and eMotos are not e-conveyances for the purposes of this chapter.

"Electric bicycle" or "e-bike" has the same meaning as Vehicle Code Section 312.5, including the categorization of electric bicycles as Class 1, 2, or 3 contained therein.

"Electric personal assistive mobility device" has the same meaning California Vehicle Code Section 313.

"Electrically motorized board" has the same meaning as Vehicle Code section 313.5.

"Minor" means any person under the age of 18.

"Motorized scooter" has the same meaning as Vehicle Code Section 407.5.

"Off-highway electric motorcycle," or "eMoto," has the same meaning as Vehicle Code Section 436.1.

"Pedestrian" has the same meaning as California Vehicle Code Section 467, which includes a person afoot, using a conveyance propelled by human power other than a bicycle, or using an electric personal assistive mobility device.

"Public property" means any property owned or controlled by the city, or by any other public public agency and open to the public, including without limitation parks, playgrounds, and trails, but excluding public streets or highways and bikeways within public streets and highways.

"Sidewalk" has the same meaning as Vehicle Code Section 555.

Sec. 12.20.030 Regulations – E-bikes and other e-conveyances

The following regulations apply to the operation of e-bikes and all other types of e-conveyances on public property in the City.

(a) No person may ride an e-bike or other e-conveyance in a manner that violates applicable federal, state or local law, or in a manner that constitutes a danger to the operator, passengers, or other individuals, including but not limited to pedestrians, bicyclists, and bystanders, or a danger to real or personal property, including but not limited to motor vehicles. Examples of an unsafe manner include, but are not limited to:

1. Carrying passengers on e-conveyances that were not designed for carrying passengers.

2. Failing to yield to pedestrians, bicyclists, equestrians, or others utilizing a sidewalk, bikeway, trail, path or lane, when entering onto the sidewalk, bikeway, trail, path or lane.

3. Passing or overtaking pedestrians, bicyclists, or others utilizing sidewalks or other public property without providing a reasonable and prudent lateral distance, at an unsafe speed, or in any other way that endangers or interferes with the safe movement of the person being overtaken.

4. Riding on a sidewalk, bikeway, trail, or other public property that is adjacent to a roadway against the flow of traffic.

5. Riding on a sidewalk or trail when pedestrians are present at a rate of speed more than 5 miles per hour.

6. Minors riding without a property fitted and fastened helmet.

7. Engaging in racing or speed contests.

8. Performing acrobatics, tricks, wheelies, or stunts when pedestrians, bicyclists or moving vehicles are present.

9. Carrying any package, bundle, item, or article which impedes the operator from having full control of the e-conveyance or impairs the operator's forward visibility.

10. Holding or operating a mobile telephone or other mobile electronic communications device unless the device has been configured for hands-free operation and is being used in such manner.

(b) Notwithstanding anything in paragraph (a), and consistent with Vehicle Code Sections 21235(g) and 21968, motorized scooters and motorized skateboards shall not be operated on sidewalks. Notwithstanding anything in paragraph (a), e-bikes shall not be operated on sidewalks if there is a bikeway adjacent to the sidewalk.

(c) Persons riding or operating electric bicycles shall not ride more than two abreast, except on bikeways or other areas designated for the exclusive use of bicycles.

(c) No person shall operate an e-bike or other e-conveyance in any city park, except on paved or decomposed granite paths or trails. The operation of e-bikes and other e-conveyances is strictly prohibited on dirt, grass, landscaped areas, and playgrounds.

(d) The operation of e-bikes and other e-conveyances within city parking lots and garages is permitted solely for the purpose of traveling to and from city facilities and parking e-bikes and other e-conveyances in designated parking areas.

Sec. 12.20.040 Prohibition – Electric off-highway motorcycles

No person shall operate an electric off-highway motorcycle of any model upon or through any public property within the City, unless such property has been specifically designated and posted for off-highway vehicle recreation.

Sec. 12.20.050 Exemptions – First responders; electric personal assistive mobility devices.

(a) First responders, as defined under California Government Code section 8562, are exempt from this chapter while in the performance of their duties.

(b) This chapter is not intended to apply to or otherwise restrict electric personal assistive mobility devices used in a safe manner by physically disabled persons as defined under the Americans with Disabilities Act (42 U.S.C. section 12101 et seq.) and section 36.311 of Title 28 of the Code of Federal Regulations.

Sec. 12.20.060 Enforcement; Penalties

(a) Violations Infraction or Misdemeanor. Any person, including a minor, violating any provision of this chapter may be punished in accordance with Section 1.01.200 of this Code, unless charged as a misdemeanor in accordance with Section 1.01.220.

(b) Other Agency Regulations. Violations of this chapter occurring on public property owned or operated by a public agency other than the city shall be enforced only to the extent that this chapter does not conflict with an ordinance, policy, or regulation adopted by the other public agency regulating e-bike, eMoto, or other e-conveyance operations on their property.

(c) Violations by Minors.

1. The parent of any child, and the guardian of any ward, shall not authorize or knowingly permit any minor child or ward to violate any of the provisions of this chapter.
2. In the case of a minor committing a violation under this chapter, the parent or guardian may be held responsible for the violation and any associated penalties or fine
3. If the minor's activities result in damage to public property, the city may, pursuant to California Civil Code section 1714.1, pursue a civil complaint against the minor's parent(s) or guardian(s) having custody and control of the minor for every tort resulting in property damage.

(d) Impoundment.

1. In addition to all other available penalties, the enforcement officer shall have the authority to take immediate possession of and transport an e-bike, e-conveyance, or eMoto for safekeeping to the nearest city facility if an unaccompanied minor is found in

violation of any provisions of this chapter, and the unsafe manner in which the device was operated constitutes an immediate danger to the health and safety of the juvenile operator or to members of the public, thus constituting an exigent circumstance.

2. The impounded device shall be released by the city to the parent or legal guardian of the minor if the individual owns the device.

3. Upon impoundment of any device under this chapter, the minor shall be issued a receipt. Said receipt shall state the days, business hours, location, and process by which the owner may claim the impounded device within 30 days. The citation receipt shall also explain that unclaimed devices impounded for longer than 30 days will be disposed subject to an opportunity for a pre-disposal hearing or sold at an auction in accordance with laws governing the disposal of abandoned property.

(e) The City may, in addition to the above, avail itself of any remedy at law or equity to enforce the provisions of this chapter.

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CONSENT CALENDAR
Agenda Item No. 11.14
August 12, 2026

Construction Contract Award to Onyx Company Inc. for 2026 Annual Asphalt Concrete Overlay Project

Prepared By:

Jimmy Chung, Public Works Director/ City Engineer

Recommended Action(s)

Staff recommends that the City Council:

1. Approve the construction contract with Onyx Paving Company, Inc., the lowest responsive and responsible bidder, in accordance with the unit bid prices in the not-to-exceed amount of $1,117,000 for the 2026 Annual Asphalt Concrete Overlay Project;
2. Authorize the City Manager to execute all necessary documents including Notice of Completion; and
3. Authorize City Staff to file a Notice of Exemption from the California Environmental Quality Act.

Summary

The 2026 Annual Asphalt Concrete Overlay Project is for the construction of street improvements on various arterial street segments as well as residential streets throughout the City of Eastvale (see Attachment 1 for a location map). The project scope includes deep dig outs, grinding existing pavement, placement of 2" of rubberized asphalt concrete, curb ramp improvements to meet accessibility requirements, utility cover adjustments, and replacement and enhancement of traffic striping. Project locations were strategically and objectively selected as part of the City's Pavement Management System to have most economical impact per dollar spent.

The Project Plans, Specifications, and Cost Estimate (PS&E) were prepared in-house by the City's

Engineering team. The Notice Inviting Bids (NIB) were advertised on the City's website and through the City of Eastvale Vendor Portal via PlanetBids on July 6, 2026. In accordance with the Public Contract Code, the NIB was also published in the local newspaper on July 9, 2026 and July 15, 2026 (Attachment 3). Bids were due on July 23, 2026, and eight (8) responsive bids were received. Following review of the submitted bids, City staff determined that Onyx Paving Company, Inc. submitted the lowest responsive and responsible base bid in the amount of $1,117,000. Onyx holds a valid Class A Contractor's License in the State of California with no enforcement actions and successfully completed the City's 2025 Annual Overlay Project within budget. Staff therefore recommends award of the construction contract to Onyx Paving Company, Inc. The Construction Contract is included as Attachment 2.

Construction is anticipated to begin in early September. The contract allows 30 working days to complete the project. Staff will work closely with the Contractor to minimize disruptions to daily activities. Proper traffic control measures will be implemented, and any traffic signal disruptions will be kept to a minimum and strictly managed. The City's intent is to complete construction prior to the Holiday Construction Moratorium period identified in the bid documents.

Background

Bid Summary

On July 6, 2026, the City issued Invitation for Bids (IFB) No. 26-113CIP on the City's website and online bidding system, PlanetBids. The opportunity to bid was also advertised in a local newspaper on May 17th and May 24th. A totla of eight bids were received by the deadline to submit bids on July 23, 2026 and all bids were responsive. The following is a summary of vendor participation and bid results:

433 Vendors notified

53 Vendors downloaded the bid packet

8 Bids received

NAME OF BIDDER	BASE BID AMOUNT
Onyx Paving Company, Inc.	$**1,117,000.00**
LCR Earthwork & Engineering, Corp	$1,561,346.00
Hardy and Harper, Inc.	$1,194,000.00
Romero General Construction Corp	$1,321,321.00
All American Asphalt	$1,154,422.00
Calmex Engineering, Inc.	$1,172,217.44
Vance Corporation	$1,350,960.38
R.J. NOBLE COMPANY	$1,245,470.75

A total of eight (8) responsive bids were received, with base bids ranging from $1,117,000 to $1,561,346. In accordance with the project specifications, award shall be made to the lowest

responsible bidder submitting the lowest responsive base bid. After reviewing the bids, staff determined that Onyx Paving Company, Inc. submitted the lowest responsive and responsible bid with a total base bid amount of $1,117,000. Onyx Paving Company, Inc. holds the required Class A Contractor's License and is qualified to perform the work.

Onyx Paving Company is a Southern California based commercial contractor and has been in business for over 36 years. The company delivered successful projects to other agencies including the Cities of Dana Point, Arcadia, and Temple City. Therefore, staff recommends award of a contract to Onyx Paving, Inc., the lowest responsible bidder.

Schedule

The contract allows for a total of 30 working days to complete the required work. The project is anticipated to start in early September and be completed in mid October. The staff will work with the Communications Division to send out construction notices for the closures associated with the construction. The contractor will be required to install Portable Changeable Message Signs (PCMS) on streets stating expected delays with dates and times at least five working days prior to the start of the work. The contractor will also notify all residents and businesses on each street affected by the work in advance as required by the project specifications.

Environmental

In accordance with the California Environmental Quality Act, the proposed project is exempt from future review under the categorical exemption for existing facilities (CEQA Guideline 15301). A Notice of Exemption (NOE) is included in Attachment 3 and will be filed after City Council approval.

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

Create a walkable community.

Fiscal Impact

The total fiscal impact for the 2026 Annual Asphalt Concrete Overlay Project construction work is $1,117,000. A total of $3,250,000 was previously appropriated in the Fiscal Year 2026–27 budget from the Road Maintenance and Rehabilitation Fund and Measure A Fund. Therefore, no additional appropriations are necessary at this time to fully fund the project.

Funding Source	Adopted Budget	Account
Road Maintenance Rehabilitation Account (RMRA)	$1,500,000	205-510-6660-93018
Measure A	$1,750,000	210-510-6660-93018
Total Available Budget	**$3,250,000**	

As this is a maintenance project, no future operational costs are anticipated.

Prior City Council/Commission Action

On June 10, 2026, the City Council adopted a resolution adopting a list of projects for fiscal year 2026/27 to be funded by Road Repair and Accountability Act of 2017 SB 1.

Attachment(s)

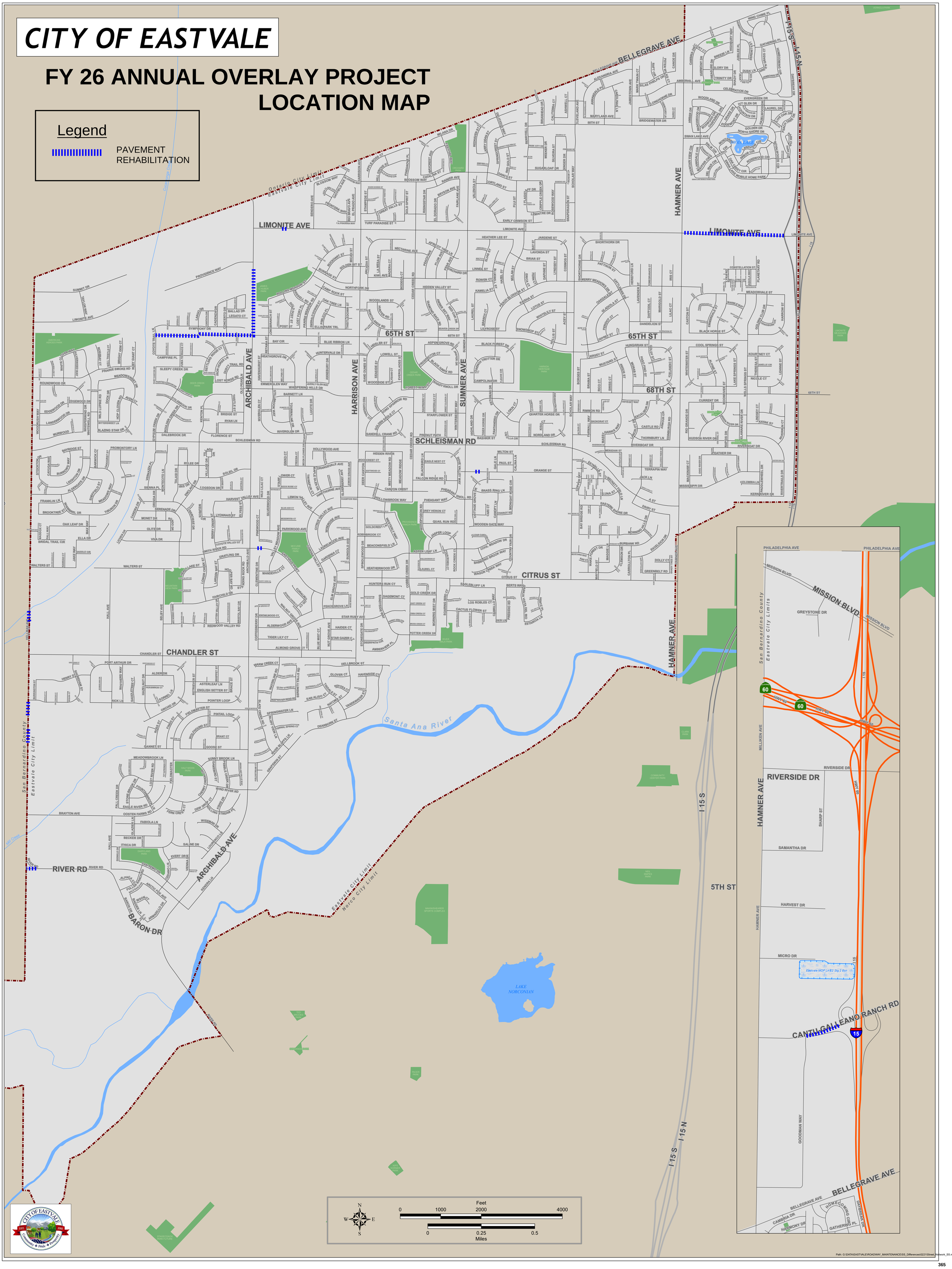
Attachment 1 - Project Map
Attachment 2.1 - Onyx Agreement (Construction Contract)
Attachment 2.2 - Exhibit B to the Construction Contract
Attachment 3 - NOE

CITY OF EASTVALE

FY 26 ANNUAL OVERLAY PROJECT LOCATION MAP

Legend

PAVEMENT REHABILITATION



Path: G:\DATA\EASTVALE\ROADWAY_MAINTENANCE\SS_Differences\0221\Street_Network_SS.m

AGREEMENT FOR 2026 ANNUAL ASPHALT CONCRETE OVERLAY PROJECT

BETWEEN
THE CITY OF EASTVALE
AND
ONYX PAVING COMPANY, INC.

This Agreement for Construction Services ("Agreement"), is made and entered into this ___ day of _____, 20___, by and between the City of Eastvale, a California general municipal corporation organized under the laws of the State of California with its principal place of business at 12363 Limonite Ave., Suite 910, Eastvale, California ("City") and Onyx Paving Company, Inc., a California Corporation ("Contractor").

SECTION 1. RECITALS

A. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

B. Contractor is a professional contractor, experienced in providing pavement rehabilitation and overlay services and is familiar with the plans of the City.

C. City desires to engage Contractor to construct public improvements associated with the 2026 Annual Asphalt Concrete Overlay Project #93018 as set forth herein and in Invitation for Bids No. 26-113CIP.

D. Contractor has obtained, and delivers concurrently herewith, **PERFORMANCE BOND, PAYMENT BOND, INSURANCE DOCUMENTS AND OTHER CERTIFICATIONS** as required by the Contract.

SECTION 2. INCORPORATION OF DOCUMENTS

This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto: **Bid Documents (No. 26-113CIP) and project plans for the 2026 Annual Asphalt Concrete Overlay Project.**

SECTION 3. SCOPE OF WORK

A. Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Owner all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the **2026 Annual Asphalt Concrete Overlay Project**, including all structures and facilities necessary for the Project or described in the Contract (hereinafter the "Work" or "Project"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in the Exhibits

attached hereto and incorporated herein by this reference. Special conditions, if any, relating to the Work are described in the Exhibits attached hereto and incorporated herein by this reference.

B. Change in Scope of Work Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in advance and in writing by a valid change order executed by the City.

SECTION 4. PERIOD OF PERFORMANCE AND LIQUIDATED DAMAGES

Contractor shall perform and complete all Work under this Contract within **40 working days**, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage. Since it is impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **One Thousand Five Hundred Dollars ($1,500) per day** for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

SECTION 5. STANDARD OF PERFORMANCE

Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and its subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, and that such licenses and approvals shall be maintained throughout the term of this Contract. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed on the Work.

SECTION 6. CONTROL AND PAYMENT OF SUBORDINATES; CONTRACTUAL RELATIONSHIP

City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

SECTION 7. CITY'S BASIC OBLIGATION

City agrees to engage and does hereby engage Contractor as an independent contractor to furnish

all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory performance by the Contractor of the services and obligations required by this Contract, the above referenced compensation in accordance with compensation provisions set forth in the Contract.

SECTION 8. COMPENSATION AND PAYMENT

A. Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Contract Price of **ONE MILLION ONE HUNDRED SEVENTEEN THOUSAND DOLLARS AND ZERO CENTS ($1,117,000.00)** ("Total Contract Price"). . Any additional expenditures must be approved by the City Manager in writing before they be incurred in accordance with Section 40 of this Contract.

B. Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. No progress payments will be made for Work not completed in accordance with this Contract.

SECTION 9. CONTRACT RETENTIONS

From each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retainage shall be released and paid to the Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

SECTION 10. OTHER RETENTIONS

In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis, proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the

value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

SECTION 11. SUBSTITUTIONS FOR CONTRACT RETENTIONS

In accordance with California Public Contract Code Section 22300, the City will permit the substitution of securities for any monies withheld by the City to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, and thereafter the City shall then pay such monies to the Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the City has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the City.

SECTION 12. PAYMENT TO SUBCONTRACTORS

Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts and as provided for in Section 10262 of the California Public Contract Code. Such payments to subcontractors shall be based on the measurements and estimates made and progress payments provided to Contractor pursuant to this Contract.

SECTION 13. TITLE TO WORK

As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, and free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

SECTION 14. DISPUTE RESOLUTION

Any separate demand by Contractor for the payment of money or damages shall be resolved in accordance with Public Contract Code Sections 20104 et seq., if applicable.

SECTION 15. TERMINATION

This Contract may be terminated by City at any time by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event

of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to the Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause.

In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

SECTION 16. COMPLETION OF WORK

When the Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a re-inspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

SECTION 17. CITY'S REPRESENTATIVE

The City hereby designates the **City Engineer**, or their designee, to act as its representative for the performance of this Contract ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

SECTION 18. CONTRACTOR'S REPRESENTATIVE

Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, the Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Contract. The Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

SECTION 19. CONTRACT INTERPRETATION

Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

SECTION 20. LOSS AND DAMAGE

Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City. However, Contractor shall be responsible for damage proximately caused by Acts of God, within the meaning of Section 4150 of the Government Code, only to the extent of five percent (5%) of the Total Contract Price as specified herein. In the event of damage proximately caused by "Acts of God," the City may terminate this Contract upon three (3) days advanced written notice.

SECTION 21. INDEMNIFICATION

A. Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents or volunteers.

B. General Indemnification. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others are required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

SECTION 22. INSURANCE

Contractor shall procure and maintain for the duration of the contract agreement, at its own cost and expense, the following insurance policies and coverage with companies qualified and approved to do business in California and acceptable to City. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Contractor agrees to amend, supplement or endorse the existing coverage to do so.

A. Commercial General Liability Insurance
   1. Contractor shall maintain commercial general liability insurance with coverage at

least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than $2,000,000 per occurrence, $4,000,000 general aggregate, and $2,000,000 products and completed operations. The policy shall include a per project or per location general aggregate endorsement. If a per project/location endorsement is not available, the limit for the general aggregate shall be doubled.

2. The policy shall allow and be endorsed as primary and not seek contribution from the City's coverage.
3. The policy(s) shall provide and be endorsed to include, the City, its officers, officials, employees, agents, and volunteers as additional insureds on ISO form CG 20 10 (or equivalent) for ongoing operations, and, for construction or service agreements, ISO form CG 20 37 (or equivalent) for completed operations.
4. Any failure to comply with reporting provisions of the policies by Contractor shall not affect coverage provided to the City.
5. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Coverage shall provide and be endorsed to include a waiver of subrogation in favor of the City and its officers, officials, employees, agents, and volunteers.

B. Business Automobile Liability

1. Contractor shall provide automobile liability coverage for owned, non-owned, and hired autos using ISO Business Automobile Coverage form CA 00 01 (or equivalent) with a limit of not less than $1,000,000 each accident. If the Contractor's business/company does not own any automobiles, coverage for hired and non-owned autos shall be provided. The policy shall provide and be endorsed that the City, its officers, officials, employees, agents, and volunteers are included or named as additional insureds.
2. The policy shall provide and be endorsed to include a waiver of subrogation in favor of the City, its officers, officials, employees, agents, and volunteers.

C. Umbrella or Excess Liability

1. The limits of liability for commercial general liability and automobile liability may be provided through a combination of primary and umbrella or excess liability policies provided each policy complies with the requirements set forth in this agreement. Excess policies shall be follow-form to the underlying policies. Umbrella or excess policies shall include City and its officers, officials, employees, agents, and volunteers as additional insured.

D. Workers' Compensation and Employers' Liability - Statutory

1. Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than $1,000,000 each accident, $1,000,000 by disease-policy limit, and $1,000,000 by disease-each employee. No proprietor, partner, executive officer, or member shall be excluded. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code.

Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of City.

2. The insurer, if insurance is provided, or Contractor, if a program of self-insurance is provided, shall allow, and be endorsed to waive all rights of subrogation against City and its officers, officials, employees, agents, and volunteers.

The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Contractor does not have any employees.

E. Pollution Liability

1. Pollution Coverage shall be provided for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 per claim. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.
2. The policy shall provide and be endorsed to include the City, its officers, officials, employees, agents, and volunteers as additional insureds.

F. All Coverages

1. Any available insurance proceeds broader than, or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements are sufficient to cover the obligations of the Contractor.
2. Each required insurance policy shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days' prior written notice, has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium. If a carrier will not provide the required notice of cancellation, the Contractor shall provide written notice to the City of a cancellation no later than five (5) business days before cancellation.
3. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.
4. Evidence of Insurance - Prior to commencement of work, the Contractor shall furnish the City with certificate(s) of insurance evidencing compliance with the insurance requirements above. All required endorsements shall be attached to the certificate(s), including additional insured, waiver of subrogation, primary coverage, and notice of cancellation endorsements. The Contractor shall provide complete or certified copies of all required insurance policies if requested by the City.
5. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A- VII or higher.
6. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or any contractor or subcontractor.
7. The City reserves the right at any time during the term of the contract to change the

amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.

8. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
9. Hired Parties - Contractors who will use subcontractors or other parties to provide materials, services, or perform construction or other work for the Contractor must enter into a written and executed contract agreement with each of its subcontractors, vendors, agents, subconsultants and/or any other parties, collectively, "hired parties". The contract agreement must contain a defense, indemnification and hold harmless provision in favor of the City and its officers, officials, employees, agents, and volunteers. The contract agreement shall also cause the hired parties to comply with the insurance requirements required of the Contractor, including providing an additional insured endorsement for ongoing and completed operations. Contractor shall obtain certificates of insurance and additional insured endorsements from each of its hired parties and provide a copy to City upon request.

SECTION 23. BONDS

A. Performance Bond. If specifically requested by City in the Bidding Documents, attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

B. Payment Bond. If required by law or otherwise specifically requested by City in the Bidding Documents, attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

C. Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate

this Agreement for cause.

D. Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

SECTION 24. SAFETY

Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and life saving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

SECTION 25. WARRANTY

Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) Days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at his sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require verifying that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers

with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

SECTION 26. LAWS AND REGULATIONS

Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If the Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, the Contractor shall be solely responsible for all costs arising there from. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

SECTION 27. PERMITS AND LICENSES

Contractor shall be responsible for securing, at its own expense, and paying for all permits and licenses necessary to perform the Work described herein.

SECTION 28. TRENCHING WORK

If the Total Contract Price exceeds $25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

SECTION 29. HAZARDOUS MATERIALS AND DIFFERING CONDITIONS

As required by Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall

retain all rights provided by the Contract or by law for making protests and resolving the dispute.

SECTION 30. UNDERGROUND UTILITY FACILITIES

To the extent required by Section 4215 of the Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

SECTION 31. PREVAILING WAGES

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), the Davis-Bacon Act of 1931 and 23 USC 113, which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with such Prevailing Wage Laws.

Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

SECTION 32. APPRENTICEABLE CRAFTS

When Contractor employs workmen in an apprenticed craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticed occupations shall be with Contractor.

SECTION 33. HOURS OF WORK

Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the Labor Code, Contractor shall forfeit a penalty of $25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

SECTION 34. PAYROLL RECORDS

In accordance with the requirements of Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Responsibility for compliance with Labor Code Section 1776 shall rest solely with Contractor, and Contractor shall make all such records available for inspection at all reasonable hours.

SECTION 35. CONTRACTOR'S LABOR CERTIFICATION

By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that

Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "C" and incorporated herein by reference, shall be executed simultaneously with this Contract.

SECTION 36. LABOR AND MATERIAL RELEASES

Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the work governed by this Contract prior to final payment by City.

SECTION 37. EQUAL OPPORTUNITY EMPLOYMENT

Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the state or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

SECTION 38. ANTI-TRUST CLAIMS

This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, the Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to the Contractor, without further acknowledgment by the parties.

SECTION 39. NOTICES

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

CITY	**CONTRACTOR**
City of Eastvale	Onyx Paving Company Inc
12363 Limonite Ave., Suite 910	2890 E. La Cresta Avenue
Eastvale, CA 91752	Anaheim, CA 92806
Attn: Jimmy Chung, City Engineer	Attn: Corey R. Kirschner

Any notice so given shall be considered received by the other party three (3) days after deposit in the U.S. Mail as stated above and addressed to the party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

SECTION 40. ENTIRE CONTRACT; MODIFICATION

This Agreement, including the attached Exhibits “A” through “D”, the advertised bid documents, associated addenda, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreement or understandings, whether oral or written, or entered into between Contractor and City prior to the execution of the

agreement. No prior statements, representations or other agreements, whether oral or written, made by any parties which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 41. TIME IS OF THE ESSENCE

Time is of the essence in the performance of this Contract.

SECTION 42. ASSIGNMENT FORBIDDEN

Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

SECTION 43. GOVERNING LAW

This Contract shall be governed by the laws of the State of California.

SECTION 44. COUNTERPARTS

This Contract may be executed in counterparts, each of which shall constitute an original.

SECTION 45. SUCCESSORS

The parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

SECTION 46. ATTORNEYS' FEES

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Contract, the prevailing party in such action shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

SECTION 47. CLAIMS OF $375,000 OR LESS

Notwithstanding any other provision herein, claims of $375,000 or less shall be resolved pursuant to the alternative dispute resolution procedures set forth in Public Contracts Code 20104, et seq.

SECTION 48. PROHIBITED INTERESTS

A. Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

B. Conflict of Interest. For the term of this Contract, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising there from.

SECTION 49. CERTIFICATION OF LICENSE

Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

IN WITNESS WHEREOF, each of the parties has caused this Contract to be executed on the day and year first above written.

CITY OF EASTVALE

By: _____
Signature

_____
Name

_____
Title

Attest:

_____
City Clerk

ONYX PAVING COMPANY, INC.

By: _____
Signature

_____
Name

_____
Title

Attest:

_____
Secretary

_____
Classification of Contractor's License

_____
Contractor's License Number

EXHIBIT "A" PLANS AND SPECIFICATIONS

The following plans and specifications are incorporated into this Contract herein by this reference:

The work for which this proposal is submitted is for construction in conformance with the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the City of Eastvale Standard Plan and Specifications, (herein referred to as the Standard Construction Specifications), California Department of Transportation Standard Plans, dated 2023, the Standard Specifications, dated 2026 (herein referred to as the State Standard Specifications), and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The Plans and Specifications for the work are as follows:

- **Advertised bid documents and associated Addenda for:**
  "Invitation to Bid No. 26-100EG: 2026 Annual Asphalt Concrete Overlay Project"
  (Project #93018)"

- **Plans titled:**
  "2026 Annual Asphalt Concrete Overlay Project"
  "Project #93018"

EXHIBIT "B" BID PROPOSAL

The following Bid Proposal from Onyx Paving Company is incorporated into this Contract.

EXHIBIT "C" SPECIAL CONDITIONS

Standard Erosion and Sediment Control Plan Notes:

1. Dust control shall conform to Section 10, "Dust Control", Section 7-1.01F, "Air Pollution Control", Section 17, "Watering", and Section 18 "Dust Palliative" of the State Standard Specifications, Rules no. 401, 402, 403 and 403.1 of the South Coast Air Quality Management District (AQMD), Riverside County Code, Chapter 8.52, "Fugitive Dust Reduction Program For Coachella Valley", all other applicable Federal and State laws, and the requirements set forth herein.
2. The Contractor is cautioned that failure to control fugitive dust may result in fines being levied by the South Coast Air Quality Management District to both the Contractor and the City of Eastvale, as owner. The Contractor shall be fully responsible for payment of all fines pertaining to air pollution control violations, resulting from Contractor's operations related to the construction contract, which may be levied against both the Contractor and the City of Eastvale by the AQMD or other regulatory agencies. The Contractor's attention is directed to Section 7-1.01, "Laws to be Observed" of the State Standard Specifications. The cost of all fines levied against the City of Eastvale will be deducted from any moneys due or which may become due to the Contractor, unless other payment arrangements are made by the Contractor.
3. Dust control of all of the contractor's operations is required 24 hours per day, 7 days a week for the duration of the contract, and until the disturbed soil is permanently stabilized. The Contractor shall take every precaution to prevent emissions of fugitive dust from the project site, from locations of stockpiled materials, from unpaved driving surfaces, from haul vehicles, from inactive construction areas, and from all other operations of the Contractor. The Contractor shall plan for and carry out proper and efficient measures to prevent his operations from producing dust in amounts damaging to property or which constitute a public nuisance, or which cause harm to person living or working in the vicinity of the work. Of particular concern are emissions of PM10 particles, which are fine particulate matter of 10 microns or less and which are associated with sickness and death from respiratory disease.
4. The Contractor shall respond to complaints by mobilizing equipment and personnel at the construction site within 2 hours of each complaint to control fugitive dust.
5. Attention is directed to AQMD Rule 403.1, which applies to all contracts within the City of Eastvale. That AQMD Rule requires the Contractor to take specified dust control actions when prevailing wind speeds exceed 25 miles per hour. Wind forecasts, AQMD Rules and other related information are provided by AQMD at 1-800-CUT-SMOG and at www.aqmd.gov.
6. The Contractor shall utilize the "Best Available Control Measures" of controlling fugitive dust, as prepared by the AQMD. However, if fugitive dust crosses the project boundary, more effective control measures, including the "Best Available Control Measures" shall be implemented.
7. A site specific fugitive dust control plan shall be submitted to the City Engineer for review and approval at least 10 days prior to the start of construction.
8. The fugitive dust control plan shall include the "Reasonably Available Control Measures" and "Best Available Control Measures" of controlling fugitive dust, as may be appropriate

and necessary, including by not limited to watering, application of chemical dust suppressants, wind fencing, covering of haul vehicles, haul vehicle bed-liners, grading, planting of vegetation, the use of a 24 hour environmental observer, and track-out controls at locations where unpaved construction accesses intersect with paved roads. The use of chemical stabilizers, which are approved by all environmental regulatory agencies, and the use of reclaimed water is encouraged. If water is intended as a primary dust control tool, the dust control plan shall provide for at least one 2,000 gallon water truck for every 4 acres of disturbed soil, unless otherwise approved by the City Engineer.

9. If the Project Inspector determines that the project scope and the forecasted weather conditions are such that the Contractor's work is unlikely to be a source of dust emissions, the Construction Engineer has the authority to waive the requirements for submittal of a dust control plan and for placement of the dust control signs described herein. However, the Contractors responsibilities for the control of fugitive dust and the other requirements of this section may not be waived.
10. A completion notice will not be filled, and the final payment will not be made to the Contractor until the areas of disturbed soil on the construction site, including roadway shoulders, are suitable stabilized for long term control of fugitive dust.
11. This signature of the Contractor on the Proposal constitutes acknowledgement by the Contractor of the dust control enforceability of those requirements.
12. Full compensation for conformance with these dust abatement requirements, including lab equipment and materials, developing water supply and incidentals, shall be considered as included in items of work, and no additional compensation will be allowed therefore.
13. The successful Contractor shall attend an AQMD PM10 Dust Control Program training session, and furnish evidence of attendance to the City Engineer. Attendance at AQMD training seminars can be scheduled the AQMD at 1-866-861-DUST or by email to dustcontrol@agmd.gov. Current AQMD certification of previous attendance will be accepted. At that training session, the successful Contractor will be furnished with the AQMD prepared Rule 403 and Rule 403.1 implementation handbooks, which include the Best Available Control Measures" and "Reasonably Available Control Measures", and other associated information, including a listing of suggested dust control related to devices, material and chemicals.
14. Any days on which the Contractor is prevented from working, due to the requirements of AQMD Rules, will be considered as non-working days, in accordance with Section 8-1.06, "Time of Completion" of the State Standard Specification.

EXHIBIT "D" CERTIFICATION LABOR CODE-SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700 et seq. of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

ONYX PAVING COMPANY, INC.

By:_____
Full Name (Print)

_____
Title

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

ADDENDUM NO. 2: REVISED SPECIFICATIONS AND BID SCHEDULE
Date of Addendum: July 17, 2026

INVITATION FOR BIDS (IFB) NO. 26-112CIP
2026 Annual Asphalt Concrete Overlay Project (CIP# 93018)

NOTICE TO ALL BIDDERS AND PLANHOLDERS
Notice is hereby given to Bidders that, where applicable, the City of Eastvale has made certain clarifications, modifications, additions, and/or deletions, for specifications of this Bid. **ALL OTHER TERMS, CONDITIONS AND SPECIFICATIONS REMAIN UNCHANGED.** The original IFB Documents and any previously issued addenda remain in full force and effect except as set forth herein, which is hereby made part of the IFB and resulting Contract Documents.

SECTION 1. UPDATED IFB DOCUMENTS
The original IFB documents are replaced by the updated IFB documents attached hereto as **EXHIBIT A** (Posted on PlanetBids on July 6, 2026).

SECTION 2. REVISED BID SCHEDULE
Section C. Bidder's Proposal of the – Bid Schedule of the IFB documents has been updated to include additional line items (#7-9) and update quantities for Deep Dig Out line items. Revised IFB Documents are attached hereto as **EXHIBIT A.**

SECTION 2. REVISED TECHNICAL SPECIFICATIONS
Section D. Technical Specifications is updated to revise the following subsections:

17. REMOVE AND RECONSTRUCT CURB RAMPS:
    - *Paragraph 7 is added.*

32. REMOVE AND RECONSTRUCT CONCRETE SPANDREL (CROSS GUTTER SPANDREL)
    - *New Subsection is added.*

Updates are provided on **EXHIBIT A** of this Addendum.

SECTION 3. UPDATED 2026 ANNUAL ASPHALT CONCRETE OVERLAY PLANS
Annual Overlay Plans 2026 are updated and replaced by **EXHIBIT B** attached hereto.

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

SECTION 4. PROVISION OF DIG-OUT AREAS

The City is providing maps of Dig-Out Areas on **EXHIBIT C** attached hereto.

Prepared by:	Karla Lopez, Purchasing Manager
Proposer Acknowledgement:	Online acknowledgement required via the online bidding system, PlanetBids, to submit a Proposal. If a Proposal has already been submitted, it will be automatically invalidated by PlanetBids and the Proposer will be required to electronically acknowledge addenda, then re-submit their Proposal.

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

ADDENDUM NO. 1: Q&A & REVISED INSURANCE REQUIREMENTS
Date of Addendum: July 16, 2026

INVITATION FOR BIDS (IFB) NO. 26-112CIP
2026 Annual Asphalt Concrete Overlay Project (CIP# 93018)

NOTICE TO ALL BIDDERS AND PLANHOLDERS
Notice is hereby given to Bidders that, where applicable, the City of Eastvale has made certain clarifications, modifications, additions, and/or deletions, for specifications of this Bid. **ALL OTHER TERMS, CONDITIONS AND SPECIFICATIONS REMAIN UNCHANGED.** The original IFB Documents and any previously issued addenda remain in full force and effect except as set forth herein, which is hereby made part of the IFB and resulting Contract Documents.

SECTION 1. REVISED INSURANCE REQUIREMENTS IN CONTRACT AGREEMENT SAMPLE

Section E. Sample Contract Agreement of the IFB documents has been updated to show revised insurance requirements and attached hereto as **EXHIBIT A.** This Contract Agreement sample replaces the sample contract agreement included in the originally released IFB documents.

SECTION 2. Q&A SET:

Clarifications and answers to questions submitted by the deadline are as follows:

1. Q: Is there an engineer's estimate for this project?
A: Yes, he engineering estimate is $1.3 million.

2. Q: What is the Engineer's Estimate?
A: See response to Question No. 1.

3. Q: Will the engineer's estimate available?
A: See response to Question No. 1.

4. Q: Can we leave the digout areas 2" below for the ARHM Cap? or must they be paved flush with HMA and then be milled and capped with 2"?
A: The City requires all Deep Dig-out repairs to be backfilled and compacted completely flush with the adjacent existing pavement prior to opening the lanes to traffic. Leaving open 2-inch depressions in active travel lanes is prohibited for public safety. Any subsequent cold milling, temporary asphalt ramping, or sequencing required to transition these areas to the final 2-inch ARHM overlay depth shall be

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

considered incidental to the contract unit prices. No additional compensation will be allowed.

5. Q: is the base bid getting crack fill?
A: *Crack fill is not part of the base bid scope.*

Prepared by:	Karla Lopez, Purchasing Manager
Proposer Acknowledgement:	Online acknowledgement required via the online bidding system, PlanetBids, to submit a Proposal. If a Proposal has already been submitted, it will be automatically invalidated by PlanetBids and the Proposer will be required to electronically acknowledge addenda, then re-submit their Proposal.

- REVISED -

INVITATION FOR BID (IFB) DOCUMENTS FOR

2026 ANNUAL ASPHALT CONCRETE OVERLAY PROJECT
(CIP #93018)
Bid No. 26-113CIP

To include Plans titled:
"2026 ANNUAL ASPHALT CONCRETE OVERLAY PROJECT"

Deadlines for Prospective Bidders:

Questions due: 2:00 PM on July 14, 2026

Bids due: 2:00 PM on July 23, 2026

All times are Pacific Standard Time

CITY OF EASTVALE
City Hall
12362 Limonite Ave., Suite 910
Eastvale, CA 91752

Prospective Bidders may obtain Bid Documents, Project Specifications, and Plans via City of Eastvale's online bidding system, PlanetBids:
https://vendors.planetbids.com/portal/43976/portal-home

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SECTION A. NOTICE INVITING SEALED BIDS

NOTICE IS HEREBY GIVEN that sealed bids will be received electronically on PlanetBids until **2:00 p.m.** local time on **July 23, 2026**, for furnishing all labor, material, tax, transportation, equipment, and services necessary for the:

2026 Annual Asphalt Concrete Overlay Project, Project #93018

Immediately after 2:00 p.m., on said July 23, 2026, the bids results will automatically be made public in the bid management system upon bid closing. Bids shall be prepared in strict conformance with the Instructions to Bidders. No hard copies of bid proposals will be accepted by the City of Eastvale.

A-1. Description of Work

The proposed work shall be performed in accordance with the plans, specifications and other contract documents and shall consist of the following:

Asphalt concrete shall be placed on existing roads within the City of Eastvale. Improvements include grinding of pavement, placement of rubberized asphalt concrete, localized street reconstruction, utility cover adjustments and replacement of traffic striping, markers and markings. Location of work includes various areas throughout the City of Eastvale.

A-2. Obtaining Contract Documents

Electronic copies of plans, specifications and other contract documents can be viewed on PlanetBids (https://vendors.planetbids.com/portal/43976/portal-home). Interested bidders must register with PlanetBids to be placed on the Planholder list and to receive addenda notifications.

A-3. Submission of Bids

Bids must be submitted on the online bidding service PlanetBids. (https://vendors.planetbids.com/portal/43976/portal-home).

Electronic modifications to or withdrawal of bids may be made by the bidder prior to the bid closing deadline. All bids must be submitted no later than the time prescribed. The bidder is wholly responsible to submit their electronic bid on time. The City will only consider bids that have been transmitted successfully and have been issued an e-bid confirmation number with a time stamp from the Bid Management System indicating that bid was submitted successfully. Bids submitted by hard copy to the City will not be considered.

Each bid must conform and be responsive to this notice and shall be made on the official proposal forms furnished with the contract documents.

Attention is directed to the provisions of Business and Professions Code section 7028.15, which makes it a misdemeanor for any person without a valid contractor's license (with specific exceptions) to submit a bid to act as a Contractor to a public agency.

A-4. Bid Guarantee

Each bid must be accompanied by a cashier's check, certified check, or bid bond, executed on the prescribed form, in an amount not less than ten (10) percent of the total bid price payable to the City of Eastvale.

The cashier's check or certified check payable to the City of Eastvale and drawn on a solvent bank of the United States of America, or Bid Bond shall be given as a guarantee that the successful bidder will enter into a written contract within ten (10) days after being requested to do so and will be considered as the stipulated amount of liquidated damages in the event the bidder is unable to or refuses to execute a contract for the work. Upon an award to the successful bidder, the security of unsuccessful bidders shall be returned in a reasonable period of time.

Bidders are hereby notified that in accordance with the provisions of Public Contracts Code section 22300, securities may be substituted for any monies, which the City may withhold pursuant to the terms of this Contract to ensure performance.

If the bidder elects to provide a bid bond, the bond shall be furnished by a company that is authorized and licensed by the Insurance Commissioner as an "admitted surety insurer." Bid Security shall be submitted as follows

- Original Paper Hard Copy Bid Bond. If the Bidder's Bid Security is in the form of a hard copy of the Bid Bond, the original copy Bid Bond, along with the Attorney-In-Fact Certificate and Surety Resolutions attesting to the appointment and authority of the Attorney-In-Fact must be mailed and received by the City of Eastvale before the latest date/time for submitting Bid Proposals. If the hard copy Bid Bond is received by the City after the latest date/time for submitting Bid Proposals will result in rejection of the Bidder's Bid Proposal for non-responsiveness. The submitted hard copy Bid Bond must include original signatures of the Bidder/Principal, Surety Attorney-In-Fact and Notary Public. **Bid Security in the form of a hard copy Bid Bond must be mailed or delivered by the Bidder to the Finance Department in a sealed envelope with the exterior prominently marked with the Bidder's (company) name, Project Name and Bid Number.**

  Bidders shall submit Bid Bond or Certified Check in a sealed envelope to the address shown below:

  City of Eastvale – Finance Department
  Attention: Karla Lopez, Purchasing Manager
  12363 Limonite Ave Suite 910
  Eastvale, CA 91752

  Electronic Bid Bond. Bid Security may be submitted in the form of a verified electronic Bid Bond. If an electronic Bid Bond is submitted as the Bid Security, the electronic Bid Bond will be accepted only if the electronically issued Bid Bond is in the form and content included with the Contract Documents and issuance of the electronic Bid Bond is verified through Surety2000 (http://www.surety2000.com/). Bidder submitting an electronic Bid Bond are solely responsible for completing Surety2000 registration requirements and

payment of Surety2000 fees and charges. The City will accept electronic Bid Bonds in satisfaction of Bid Security requirements as an accommodation to Bidders. The City is not responsible to Bidders for: (i) Surety2000 acts or omissions; (ii) the complete/timely verification of electronically issued Bid Bonds; or (iii) any other errors in the electronically issued Bid Bond.

A-5. Construction License

The successful bidder must possess a current **Class A** Contractor's License issued by the State of California to cover all of the work to be performed under this project.

Effective April 1, 2015, Contractors and subcontractors bidding and performing work on public works project must register on an annual basis with Department of Industrial Relations (DIR).

A-6. Award

The award shall be made to the lowest responsible bidder submitting the lowest responsive bid. The award of Contract will be made by the City Council. The Contractor shall execute the Contract within ten (10) days after he has received the Contract from the City. Alternate bid items are for bidding purposes only. Those items and quantities may or may not be used, at the discretion of the City Engineer. The City Engineer shall determine the exact locations and quantities, if any, where the above quantities will be needed. Items shown in the Alternate bid will not be used in the determination of the lowest base bid for the project and shall not be used to determine the lowest responsible bidder. **The award of contract shall be made to the lowest, responsible bidder submitting the lowest, responsive bid for the total of base bid items.**

Project schedule is of the essence and Contractor shall make all efforts to meet contract construction completion as listed in this Project contract.

To support Eastvale businesses and reduce traffic congestion during the peak winter holiday shopping season, the City of Eastvale implements a Holiday Construction Moratorium. In accordance with the City's policy, construction activities requiring lane closures on streets and/or sidewalks are temporarily prohibited within Major Arterials and Collector Streets.

The Holiday Construction Moratorium is in effect from the week of Thanksgiving through the first business day of the new year.

It is the City's intent to issue a Notice to Proceed upon approval of the construction contract and to complete construction prior to the start of the moratorium. The contractor shall make every reasonable effort to adhere to this schedule to the extent feasible.

The City reserves the right to waive any irregularity in the proposals. No bid may be withdrawn for a period of sixty (90) days after the opening of bids.

A-7. Rejection of Bids

The City reserves the right to reject any and all bids. Any bid not conforming to the intent and purpose of the Contract documents may be rejected. The City reserves the right to make all awards in the best interest of the City.

A-8. Disqualification of Bidder

If there is a reason to believe that collusion exists among any bidders, none of the bids of the participants in such collusion will be considered and the City may likewise elect to reject all bids received.

A-9. Relief of Bidder

Attention is directed to the provisions of Public Contracts Code section 5101 and following, concerning relief of bidders and in particular to the requirements therein that if the bidder claims a mistake was made in his bid, the bidder shall give the City written notice, within five (5) calendar days after the opening of bids of the alleged mistake, specifying in the notice, in detail, how the mistake occurred.

A-10. Bonds

The successful bidder will be required to furnish, prior to the performance of any work hereunder, a payment bond in an amount equal to one hundred percent (100.0%) of the Contract price, and a faithful performance bond in an amount equal to one hundred percent (100.0%) of the Contract price. The bonds must be approved by the City. Each bond must be furnished by a company, acceptable to the City, that is authorized and licensed by the Insurance Commissioner as an "admitted surety insurer" and which maintains at least one officer in California for conducting business. Prior to such approval, the Surety shall provide the City with at least one of the following: (1) a print-out of information from the web-site of the Department of Insurance confirming the Surety is an admitted surety insurer and attaching it to the bond; or (2) a certificate from the Riverside County Clerk that the certificate of authority of the Surety has not been surrendered, revoked, cancelled, annulled or suspended and confirming that the Surety is an admitted surety and attaching the certificate to the bond. (See Cal. Code Civ. Proc. Code § 995.311).

A-11. Questions

All questions relative to this project must be submitted via PlanetBids no later than the date and time specified on the cover page of this IFB. No verbal requests or requests made in any other format will be accepted. Questions must be submitted individually and not in a paragraph format nor combined in a single submission. Significant interpretations or clarifications and responses to questions received by the deadline will be addressed via addenda to this IFB, which will be released and posted on PlanetBids under the "Addenda/Emails" tab.

General process questions may be directed to the following: Karla Lopez via email at kalopez@eastvaleca.gov

CITY OF EASTVALE, CALIFORNIA

Date: _____7/16/2026___ By: _____

Jimmy Chung, Public Works Director/City Engineer
12363 Limonite Ave., Suite 910
Eastvale, California, 91752

SECTION B. INSTRUCTION TO BIDDERS

B-1. Introduction

Each bid shall be in accordance with the Contract Documents. The Invitation to Bid will specify whether Contract Documents are available on a purchase or deposit basis. Where payment for such sets is specified, no refund will be made.

B-2. Local Conditions

The quantities of work or material stated in the unit price items of the Bidding Schedule are given only as a basis for the comparison of Bids, and the City does not represent or warrant that the actual amount of work or material will correspond therewith, but reserves the right to increase or decrease the quantity of any unit price item of the work as may be deemed necessary or expedient by the City Engineer or designated representative.

The Bidder shall examine carefully the site of the work contemplated and the Contract Documents. The submission of a proposal shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and the materials to be furnished, and as to the requirements of the Contract Documents.

Where the City Engineer has made investigations of surface and subsurface conditions in areas where work is to be performed under the Agreement, or in other areas, some of which may constitute possible local material sources, such investigations were made only for the purpose of study and design. Where such investigations have been made, bidders or Contractor may, upon written request, inspect the records of the City Engineer as to such investigations subject to and upon the conditions hereinafter set forth. Such inspection of records may be made at the office of the City Engineer.

The records of such investigations are not a part of the Agreement and are made available for inspection solely for the convenience of the bidder or Contractor. It is expressly understood and agreed by bidder or Contractor that neither the City nor the City Engineer assumes any responsibility whatsoever with respect to the sufficiency or accuracy of the investigations thus made, the records thereof, or of the interpretation set forth therein or made by the City Engineer in its use thereof and there is no representation, warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records thereof are correct or representative of those existing throughout such areas or any part thereof, or that unanticipated developments may not occur or that materials other than, or in proportions different from, those indicated may not be encountered.

When a log of test borings showing a record of the data obtained by the City Engineer's investigation of the subsurface conditions is included with the drawings, it is expressly understood and agreed by bidder that the log of test borings does not constitute a part of the Agreement, represents only the opinion of the City Engineer as to the character of the materials encountered in the test borings, is included with the plans only for the convenience of bidders and its use is subject to all of the conditions and limitations set forth in this Section. Water levels that may be

shown on a log of test borings are valid only for the stated date of observation. The water level may change from season to season and from year to year.

The availability or use of information described in this Section or the special conditions (Exhibit "C") is not to be construed in any way as a waiver of the provisions of this Section and a bidder or Contractor is cautioned to make such an investigation and examination as it deems necessary to satisfy itself as to conditions to be encountered in the performance of the work and, with respect to possible local material sources, the quality and quantity of material available from such property and the type and extent of processing that may be required in order to produce material conforming to the requirements of the Specifications.

No information derived from such inspection of records of investigations or compilations thereof made by the City Engineer or its assistants will in any way relieve the bidder or Contractor from any risk or from properly fulfilling the terms of the Agreement.

Information derived from inspection of topographic maps, or from Plans showing location of utilities and structures will not in any way relieve the Contractor from any risk, or from properly examining the site and making such additional investigations as it may elect, or from properly fulfilling all the terms of the Agreement.

Each bidder shall inform itself of, and the bidder awarded an Agreement, shall comply with, Federal, State and Local laws, relative to the execution of the work. This requirement includes, but is not limited to, applicable laws and regulations concerning employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

B-3. Form of Bid and Signature

Bids shall be submitted electronically only within PlanetBids, hard copies of the required documents are included herein, . The Bidder shall state in figures the unit prices or the specific sums as the case may be, for which it proposes to supply the labor, materials, supplies or machinery, and perform the work required by the Specifications. If the Bid is made by an individual, it shall be signed by the individual and the individual's full name and address shall be given; if it is made by a partnership, it shall be signed with the copartnership name by a member of the partnership, who shall also sign the member's own name, and the name and address of each member of such partnership shall be given; and, if it is made by a corporation, the name of the corporation shall be given and it shall be signed by its duly authorized officer or officers attested by the corporate seal, the name and titles of all officers of the corporation shall be given, and the address of the corporation and the state in which incorporated shall be stated.

Bids will be considered only from persons licensed as required under applicable provisions of the Contractors License Law (California Business and Professions Code section 7000, et seq.) and regulations adopted pursuant thereto; and each bidder shall insert his type of contractor's license, license number, and other requested information in the place provided in the bid. No oral, telephonic or telegraphic Bid or modification of a Bid will be considered.

B-4. Submission of Bids

The bidder must enter pricing in the electronic bid form for any and all line items or a lump sum bid amount, as required. The pricing provided in the electronic bid form will be the only valid bid pricing for determination of low bid.

The bidder must attached a pdf file(s) to the electronic bid submission containing all of the completed and signed Bid Documents including a Bid Bond.

B-5. Preparation of Bid

Blank spaces in the Bid shall be properly completed. The phraseology of the Bid must not be changed and no additions shall be made to the items mentioned therein. Unauthorized conditions, limitations or provisions attached to a Bid will render it unresponsive and will cause its rejection. If erasures, interlineations or other changes appear on the form, each erasure, interlineation or change must be initialed by the person signing the Bid. Alternative bids will not be considered unless specifically provided for in the Bidding Schedule. No Bid received after the time fixed, or received at any place other than the place stated in the Invitation to Bid will be considered. All bids will be displayed on PlanetBid for public review. Where bonds are required, the bidder shall name in its Bid the surety or sureties who have agreed to furnish said bonds.

B-6. Bid Security

All Bids shall be accompanied by a Bid Security. Such Bid Security shall include cash, cashier's or certified check made payable to the City or a Bid Bond executed by an admitted surety insurer. The Bid Security must be enclosed in the same envelope with the Bid. The amount of the Bid Security shall be not less than ten percent (10%) of the total amount of the Bid.

The Attorney-in-Fact (resident agent) who executes the Bid Bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of execution of the surety bond which it covers.

Bid Bonds must be provided on the Bid Bond form set forth in Section C, Bidders Bond. The Bid Bond must be furnished by a company, acceptable to the City, that is authorized and licensed by the Insurance Commissioner as an "admitted surety insurer" and that maintains at least one office in California for conducting business. Bid Security shall be submitted as follows:

- Paper Hard Copy Bid Bond. If the Bidder's Bid Security is in the form of a hard copy of the Bid Bond, the original copy Bid Bond, along with the Attorney-In-Fact Certificate and Surety Resolutions attesting to the appointment and authority of the Attorney-In-Fact must be mailed and received by the City of Eastvale before the latest date/time for submitting Bid Proposals. If the hard copy Bid Bond is received by the City after the latest date/time for submitting Bid Proposals will result in rejection of the Bidder's Bid Proposal for non-responsiveness. The submitted hard copy Bid Bond must include original signatures of the Bidder/Principal, Surety Attorney-In-Fact and Notary Public. Bid Security in the form of a hard copy Bid Bond must be mailed by the Bidder to the Public Works Department in a sealed envelope with the exterior prominently marked with the Bidder's name, Project Name and Bid Number. The City of Eastvale Public Works Department address is:

12363 Limonite Ave Suite 910
Eastvale, CA 91752

- Electronic Bid Bond. Bid Security may be submitted in the form of a verified electronic Bid Bond. If an electronic Bid Bond is submitted as the Bid Security, the electronic Bid Bond will be accepted only if the electronically issued Bid Bond is in the form and content included with the Contract Documents and issuance of the electronic Bid Bond is verified through Surety2000 (http://www.surety2000.com/). Bidder submitting an electronic Bid Bond are solely responsible for completing Surety2000 registration requirements and payment of Surety2000 fees and charges. The City will accept electronic Bid Bonds in satisfaction of Bid Security requirements as an accommodation to Bidders. The City is not responsible to Bidders for: (i) Surety2000 acts or omissions; (ii) the complete/timely verification of electronically issued Bid Bonds; or (iii) any other errors in the electronically issued Bid Bond.

B-7. List of Subcontractors

ARTICLE I. Each bidder shall set forth in his Bid on the form provided the following information in accordance with the provisions of Public Contract Code sections 4100-4113:

(a) The name, location of the place of business, and contract license number of each Subcontractor who will perform work or labor or render service to the prime Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the prime Contractor, specifically fabricates and installs a portion of the work or improvement according to the Contract Documents, in any amount in excess of one-half of one percent (0.5%) of the prime Contractor's total Bid, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of the Contractor's total bid or ten thousand dollars ($10,000), whichever is greater.

(b) The portion of the work which will be done by each such Subcontractor, only one Subcontractor shall be listed for each such portion of the work as defined in the Bid.

(c) The bidder is considered the prime contractor and shall perform at least fifty-one percent (51.0%) of the work, as determined by a percentage of the value of the work.

ARTICLE II. If the bidder fails to specify a Subcontractor for any portion of the work to be performed under the Contract pursuant to Section B-7(a) above, the bidder agrees to perform that portion of the work itself.

B-8. Interpretation of Contract Documents

Any explanation desired by the bidders regarding the meaning or interpretation of any of the Contract Documents must be requested in writing on PlanetBids, with sufficient allowance of time for receipt of reply before the time set for opening of Bids. Any such explanations or interpretations will be made in the form of addenda to the documents and will be furnished to all bidders who shall submit all addenda with their Bids. Neither the City Engineer nor any representative of the City is authorized to give oral explanations or interpretations of Contract

Documents, and a submission of a Bid constitutes agreement by the bidder that it has placed no reliance on any such oral explanation or interpretation. However, the City Engineer may, upon inquiry by bidder, orally direct the bidder's attention to specific provisions of the Contract Documents which cover the subject of the inquiry.

B-9. Modification of Bids

A bidder may modify its Bid by written communication provided such communication is received by the City prior to the closing time for receipt of Bids. The written communication should not reveal the Bid price but should state the addition or subtraction or other modification so that the final prices or terms will not be known by the City until the sealed bid is opened.

B-10. Withdrawals of Bids

Bids may be withdrawn without prejudice by written requests received from bidder prior to the time for opening of Bids, and Bids so withdrawn will be returned to bidders unopened when reached in the process of opening Bids. No bid may be withdrawn after the hour affixed for opening Bids without rendering the accompanying Bid Security subject to retention as liquidated damages in like manner as in the case of failure to execute the Agreement after award, as in the Contract Documents herein provided. Negligence on the part of the bidder preparing his bid shall not constitute a right to withdraw the Bid subsequent to the opening of Bids. The bonds must be approved by the City. Prior to such approval, the Surety shall provide the documentation required by California Code of Civil Procedure section 995.660.

B-11. Discrepancies

In the case of discrepancy between unit prices and totals, unit prices will prevail. In case of discrepancy between words and figures, words will prevail.

B-12. Servicing and Maintenance

Each bidder must, if requested, furnish evidence that there is an efficient service organization which regularly carries a stock of repair parts for the proposed equipment to be furnished and installed in the work and that the organization is conveniently located for prompt service.

B-13. Disqualification of Bidders

More than one Bid from an individual, firm, partnership or corporation under the same or different names will not be considered. Reasonable grounds for believing that any individual, firm, partnership or corporation is interested in more than one Bid for the work contemplated may cause the rejection of all Bids in which the individual, firm, partnership or corporation is interested. If there is reason for believing that collusion exists among the bidders, any or all Bids may be rejected. Bids in which the price is obviously unbalanced may be rejected.

All bidders are put on notice that any collusive agreement fixing the prices to be bid so as to control or affect the awarding of this Contract is in violation of the competitive bidding requirements of the Public Contract Code and may render void any Contract let under such circumstances.

B-14. Bid Protest

Any Bid protest must be submitted in writing to the City before 4:30 p.m. on the fifth (5th) calendar day following Bid opening.

(a) The protest must contain a complete statement of the basis for the protest, and all supporting documentation. The protest must state the facts and refer to the specific portion of the bid document or statute which forms the basis for the protest.

(b) The Bidder filing the protest must have submitted a Bid for the Work. A subcontractor or supplier may not submit a Bid Protest. A party may not rely on the Bid protest submitted by another Bidder but must timely pursue its own protest.

(c) The protest must include the name, address and telephone number of the person representing the protesting party.

(d) The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

(e) The City will give the Bidder that is the subject of the protest seven (7) calendar days after the receipt of the protest to submit a written response. The responding Bidder shall transmit the response to the protesting Bidder concurrent with delivery to the City.

(f) The procedure and time limits set forth in the City's bid documents are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest. The Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a Bid protest or challenge, including filing a challenge to the award, filing a Government Code Claim, or pursuing any other legal proceeding.

(g) If the City determines that a protest is frivolous, the protesting bidder may be determined to be non-responsible and that bidder may be determined to be ineligible for future contract awards.

B-15. Bidder Responsibility and Debarment

Bidders are hereby notified that, the City may give a Bidder notice of a tentative determination that they are debarred or believed to be non-responsible and provide said Bidder the opportunity to offer evidentiary support that the Bidder has not committed any of the following through the Bid Protest process in accordance with Section B-14 above: (1) violated a term of a contract, present or past, with the City or other entity; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the City or any other entity or engaged in a pattern or practice which negatively reflects on the same; (3) committed an act or omission which evidences a lack of business integrity or business honesty; (4) made or submitted a false claim against the City or any other entity; or (5) received a fine or citation for performing work in an unsafe manner; or (6) violated a condition, rule, regulation,

permit, or standard applicable to a contract with the City or any other entity. In arriving at their determination, the City's Public Works Director/City Engineer may consider Bidder's past conduct on City projects or on any other public or private projects upon which Bidder performed work.

B-16. Award of Contract (Agreement)

The City reserves the right to accept or reject any and all Bids for a period of sixty (60) days after the date of opening, and to waive any informality or irregularity in any Bid. No Bid can be withdrawn during that period.

The City reserves the right to reject any or all Bids, including, without limitation, the right to reject any non-conforming, non-responsive, unbalanced, or conditional bids.

Before a Bid is considered for award, the City may, in addition to the Experience Qualifications form set forth in Section C, below, require a bidder to submit a statement of facts and detail as to his business, technical organization and financial resources and equipment available and to be used in performing the work. Additionally, the City may require evidence that the bidder has performed other work of comparable magnitude and type. The City expressly reserves the right to reject any Bid if it determines that the business and technical organization, equipment, financial and other resources or other experience of the bidder (including the bidder's Subcontractors) is not sufficiently qualified for the work bid upon and, therefore, justifies such rejection.

The award shall be made to the lowest responsible bidder submitting the lowest responsive base bid. The award of Contract will be made by the City Council. **The Contractor shall execute the Contract within seven (7) calendar days of Council award. The City shall issue Notice to Proceed within ten (10) calendar days after the Council Award. Project schedule is of the essence and Contractor shall make all efforts to meet contract construction completion as listed in this Project contract.**

B-17. Contract Bonds

The successful bidder shall furnish both a Performance Bond and a Payment Bond in the amounts specified in the forms attached hereto.

These Bonds shall be furnished in the forms enclosed following the Contract and shall be satisfactory to the City and shall be obtained from a responsible corporate surety (or sureties) acceptable to the City, which is licensed by the State of California to act as surety upon bonds and undertakings and which maintains in this State at least one office for the conduct of its business. The surety (or sureties) shall furnish reports as to its financial condition from time to time as requested by the City. The premiums for said Bonds shall be paid by the successful bidder.

These Bonds shall be furnished by companies who are authorized and licensed by the Insurance Commissioner as an "admitted surety insurer." The surety shall provide the City with the documentation required by Section 995.660 of the California Code of Civil Procedure.

If any surety becomes unacceptable to the City or fails to furnish reports as to its financial condition as requested by the City, the Contractor shall promptly furnish such additional security as may be

required from time to time to protect the interests of the City and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.

In the event of any conflict between the terms of the Contract and the terms of the Bonds, the terms of the Contract shall control and the Bonds shall be deemed to be amended thereby. Without limiting the foregoing, the City shall be entitled to exercise all rights granted to it by the Contract in the event of default, without control thereof by the surety, provided that the City gives the surety notice of such default at the time or before the exercise of any such right by the City, and, regardless of the terms of said Bonds, the exercise of any such right by the City shall in no manner affect the liability of the surety under said Bonds.

B-18. Substitution of Securities for Monies Withheld

Bidders are hereby notified that in accordance with the provisions of Public Contract Code section 22300, securities may be substituted for any monies which the City may withhold pursuant to the terms of the Contract to insure performance.

B-19. Execution of Contract

The successful bidder will be notified in writing by the City of the award of the Contract within sixty (60) days after opening of Bids. Accompanying the City's Notice of Award will be the Contract, in triplicate, which the successful bidder will be required to execute and return, together with the Performance and Payment Bonds, and the required certificates and policies of insurance together with the required endorsements thereto (or equivalent) for the Contractor and the workers' compensation certificate (see Agreement Exhibit "C"), to the City within seven (7) calendar days following receipt of such Notice of Award. Failure to do so shall be just cause for annulment of the award and for forfeiture of the Bid Bond which shall be retained as liquidated damages, and it is agreed that the bond sum is a fair estimate of the amount of damages that the City will sustain by reason of such failure. The City will promptly determine whether such Contract, Bonds and insurance are as required by the Contract Documents, and upon such determination will forward a fully executed copy of the Contract and a Notice to Proceed with the work to the successful bidder. Signature by both parties constitutes execution of the Contract. In the event of failure of the lowest responsible bidder to sign and return the Contract with acceptable Bonds and insurance as prescribed herein, the City may award the Contract to the next lowest responsible bidder, and, in the event that bidder fails to sign and return the Contract with acceptable Bonds and insurance, the City may award the Contract to the then next lowest responsible bidder, etc.

B-20. Return of Bid Securities

All Bid Securities will be held until the Contract has been finally executed, after which all Bid Securities, other than any Securities which have been forfeited, will be returned to the respective bidders.

B-21. Power of Attorney

The Attorney-in-Fact (Resident Agent) who executes the Performance Bond and Payment Bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his

authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

B-22. Time of Completion and Liquidated Damages

The Contractor shall begin work after the contract has been approved by the City Attorney and only after written Notice to Proceed with work has been issued by the City. The Contractor shall then have ten (10) calendar days after receipt of written Notice to Proceed to begin work. The counting of contract days will begin ten (10) calendar days from the time the Contractor receives the Notice to Proceed or when Contractor starts work, whichever comes first

The time of completion of the work to be performed hereunder is the essence of this Contract. Delays and extensions of time may be allowed in accordance with the provisions of the Agreement for Construction Services. **The time allowed for the completion of the work is Thirty (30) working days.**

To support Eastvale businesses and reduce traffic congestion during the peak winter holiday shopping season, the City of Eastvale implements a Holiday Construction Moratorium. In accordance with the City's policy, construction activities requiring lane closures on streets and/or sidewalks are temporarily prohibited within Major Arterials and Collector Streets.

The Holiday Construction Moratorium is in effect from the week of Thanksgiving through the first business day of the new year.

It is the City's intent to issue a Notice to Proceed upon approval of the construction contract and to complete construction prior to the start of the moratorium. The contractor shall make every reasonable effort to adhere to this schedule to the extent feasible.

The Contractor shall pay to the City of Eastvale the sum of **$1,500 per day**, for each and every calendar day delay in finishing the work in excess of the number of working days prescribed above.

B-23. Licensing Requirements for Contractors

All bidders, including general contractors and specialty contractors, shall hold such licenses as may be required by the laws of the State of California for the performance of the work specified in the Contract Documents.

Effective April 1, 2015, Contractors and subcontractors bidding and performing work on public works project must register on an annual basis with Department of Industrial Relations (DIR). A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

SECTION C. BIDDER'S PROPOSAL

BIDDER SHALL SUBMIT ALL FORMS UNDER SECTION C. BIDDER'S PROPOSAL AS PART OF THE BID. FAILURE TO DO SO WILL RESULT IN A NON-RESPONSIVE BID.

For the: **2026 Annual Asphalt Concrete Overlay Project, #93018** Bid Number: **26-113CIP**

1. **Bidder's Company Name:** ONYX PAVING COMPANY, INC.

2. **Type of Business:** CORPORATION
   (Individual, LLC, Partnership, or Corporation)

3. **Business Street Address:** 22707 LA PALMA AVE
   (Please include street address even if P.O. Box used)

4. **City, State, Zip Code:** YORBA LINDA, CA 92887

5. **Telephone No:** (714)632-6699 **Secondary Phone:** ( ) N/A

6. **Department of Industrial Relations (DIR) Registration No.** 1000004798

7. **State Contractors License and Classification:** CSLB - 630360 CLASS A, C12

8. **List the names, titles, and email addresses of all principals and officers authorized to bind your company:**

Name	Title	Email Address
COREY R. KIRSCHNER	CEO	COREY@ONYXPAVING.COM
ANTHONY STEEN	PRESIDENT	BIDS@ONYXPAVING.COM
JAY KIRSCHNER	VP, SEC, TREAS.	JAY@ONYXPAVING.COM

Proposal To: The Honorable Mayor and City Council
City of Eastvale
Eastvale, California

The undersigned, as bidder, declares that he has carefully examined the location of the proposed work as described, examined the Plans, Specifications, Special Provisions, and other contract documents, together with all Addenda issued by the City of Eastvale, read the Instructions to Bidders, and is familiar with all proposal requirements, and hereby proposed and agrees, if the proposal is accepted, to complete the said construction in accordance with the Contract Documents, in the time stated

herein, for the unit price or lump sum given on the following pages of this proposal, amounting to a base bid total of:

ONE MILLION ONE HUNDRED SEVENTEEN THOUSAND DOLLARS EVEN	$ 1,117,000
Words	**Figures**

Said amount to include and cover all taxes, the furnishing of all materials, the performing of all the labor requisite or proper and the providing of all necessary machinery, tools, apparatus, and other means of construction; also, the performance and completion of all the work in the manner set forth, described and shown in the Specifications or the drawings for the work.

If the contract is awarded, the undersigned agrees to enter into a contract with the City of Eastvale and to commence work within ten (10) calendar days from the date of issuance of the Notice to Proceed and to diligently prosecute the work to completion within forty (40) working days.

All bids are to be computed on the basis of the given Estimated Quantities of Work, as indicated in this proposal, times the unit prices as submitted by the bidders. In case of discrepancy between words and figures, the words shall prevail. In case of discrepancy between unit prices and the extension thereof, the unit price shall prevail and bids will be computed as indicated above and compared on the basis of corrected totals, given solely as a basis for comparison of bids. It is understood that the City does not expressly, nor by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any item or portion of the work or to omit portions of the work as may be deemed expedient by the Engineer.

It is also understood by Bidder that the City of Eastvale has the right to reject this proposal or to award a contract to the undersigned at the prices stipulated. If the proposal is rejected, then any check or cashier's check shall be returned to the undersigned within thirty (30) days. No bid bonds will be returned. If the proposal is accepted and the undersigned fails to enter into a contract within fifteen (15) days after the agreement is delivered to him for signature, or within such further time as may be granted by the Members of the City Council, then said check shall be cashed or said bond declared forfeit and an amount equal to the difference between the lowest bid and the next lowest bid who will execute a contract shall be paid into the treasury of the City of City of Eastvale as liquidated damages for the failure of the undersigned to comply with the terms of this proposal.

Accompanying this proposal is BIDDER'S BOND 10% *(Insert "$* N/A *cash," cashier's check, certified check or bidder's bond forms included in these Contract Documents, as the case may be),* in an amount equal to at least ten percent (10%) of the total bid.

The following is the name and place of business of the surety company which will furnish the required bonds as surety if the work is awarded to the undersigned:

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION 1200 MAIN ST., SUITE 800 KANSAS CITY, MO 64105
THE BALDWIN GROUP, LLC 15901 Red Hill Avenue, Suite 202 Tustin, California 92780

NOTICE - If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

ONYX PAVING COMPANY, INC. COREY R. KIRSCHNER - CEO, ANTHONY STEEN - PRES., JAY KIRSCHNER - VP,SEC, TREAS.

ADDENDA - This Proposal is submitted with respect to the changes to the contract included in addenda number/s: 1,2

(*Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.*)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal, I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; are true and correct.

Date: 7/20/2026

Sign Here

COREY R. KIRSCHNER - CEO

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On July 20, 2026 before me, Leslie Rocha, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Corey R. Kirschner
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

LESLIE ROCHA
Notary Public · California
Orange County
Commission # 2484949
My Comm. Expires Mar 19, 2028

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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Signature and Title of Bidder

Signatures shall be notarized

Business Address 22707 LA PALMA AVE, YORBA LINDA, CA 92887

Place of Business 22707 LA PALMA AVE, YORBA LINDA, CA 92887

Place of Residence 22707 LA PALMA AVE, YORBA LINDA, CA 92887

BID SCHEDULE

The following quantities are approximate only and are given for the purpose of comparing proposals. The City does not expressly or by implication agree that the actual amount of work will correspond with quantities given herein, but reserves the right to increase or decrease the amount of any class or portion as deemed necessary or advisable by the City Engineer. Payment will be based upon the actual quantities installed or constructed, unless otherwise specified.

2026 ANNUAL ASPHALT CONCRETE OVERLAY PROJECT #93018 BASE BID					
Item No.	Description	Units	Est. Quantity	Unit Price	Total Price
1	MOBILIZATION	LS	1	29,844	29,844
2	TRAFFIC CONTROL SYSTEM	LS	1	57,000	57,000
3	PORTABLE CHANGEABLE MESSAGE SIGN	EA	4	2,000	8,000
4	PUBLIC NOTIFICATION	LS	1	4,000	4,000
5	WATER POLLUTION CONTROL PLAN	LS	1	4,000	4,000
6	CONSTRUCTION SURVEY AND MONUMENT PRESERVATION	LS	1	4,500	4,500
7	REMOVE AND REPLACE CURB RAMP (CASE A)	EA	2	6,900	13,800
8	REMOVE AND REPLACE CURB RAMP (CASE B)	EA	3	6,900	20,700
9	REMOVE AND REPLACE CONCRETE SPANDREL	SF	1,800	30	54,000
10	DEEP DIG OUT TYPE 1- COLD MILLING (UP TO 6" DEPTH) AND REPLACE WITH 4" CONVENTIONAL HOT MIX ASPHALT (B PG 64-10) AND 2" C2 PG 64-10 CAP	SF	19,738	7	138,166
11	DEEP DIG OUT TYPE 2- COLD MILLING (UP TO 4" DEPTH) AND REPLACE WITH CONVENTIONAL HOT MIX ASPHALT (B PG 64-10)	SF	9,000	6	54,000
12	DEEP DIG OUT TYPE 3- COLD MILLING (UP TO 6" DEPTH) AND REPLACE WITH CONVENTIONAL HOT MIX ASPHALT (B PG 64-10)	SF	18,113	7	126,791

13	DEEP DIG OUT TYPE 4- COLD MILLING (UP TO 6" DEPTH) AND REPLACE WITH 4" CONVENTIONAL HOT MIX ASPHALT (B PG 64-10) AND 2" ARHM CAP	SF	1,460	8	11,680
14	WEDGE AND TRANSITION GRIND (2" MAX.)	SY	7,105	5.35	38,011.75
15	FULL 2" COLD MILLING	SY	2,071	4.75	9,837.25
16	ASPHALT RUBBER HOT MIX (ARHM-GG)	TON	3,500	130	455,000
17	ADJUST MANHOLE FRAME AND COVER TO GRADE	EA	12	1,500	18,000
18	ADJUST WATER VALVE FRAME AND COVER TO GRADE	EA	19	800	15,200
19	PAVEMENT MARKERS – BLUE (FIRE HYDRANT)	LS	1	320	320
20	TRAFFIC STRIPING LAYOUT – ENTIRE P-THERMOPLASTIC	LS	1	45,000	45,000
21	CALTRANS ENCROACHMENT PERMIT FEES (ALLOWANCE)	FA	1	$6,000	$6,000
22	TRAFFIC LOOP REPLACEMENT	EA	3	1,050	3,150
				TOTAL BASE BID	$1,117,000

2026 ANNUAL ASPHALT CONCRETE OVERLAY PROJECT #93018 ALTERNATE BID (CONCRETE)					
Item No.	Description	Units	Est. Quantity	Unit Price	
1	Remove and Replace Sidewalk Section 4" Thick Per City of Eastvale Standard 400	SF	101 UP TO 500	69	
2		SF	501 UP TO 1000	28	
3		SF	1001 UP TO 2000	18	
4	Remove and Replace "A-6" Curb & Gutter Per City of Eastvale Standard 200	LF	UP TO 100	345	
5		LF	101 UP TO 500	163	
6		LF	>500	111	
7	Remove and Replace Curb Only Per City of Eastvale Standard 200	LF	UP TO 100	333	
8		LF	101 UP TO 500	148	
9		LF	>500	99	
10	Remove and Replace Curb Only Per City of Eastvale Standard 201	LF	UP TO 100	333	
11		LF	101 UP TO 500	148	
12		LF	>500	99	
13	Install "D-1" type Curb Only Per City of Eastvale County Standard 203	LF	UP TO 100	333	
14		LF	101 UP TO 500	148	
15		LF	>500	99	
16	Provide and Install Base (CMB)	TON	<5	1,111	
17		TON	>5	333	
18	Sidewalk Grinding	LF	UP TO 100	222	
19		LF	101 TO 500	88	
20		LF	>500	44	

2026 ANNUAL ASPHALT CONCRETE OVERLAY PROJECT #93018 ALTERNATE BID (ASPHALT)					
Item No.	Description	Units	Est. Quantity	Unit Price	
1	Remove and Replace Asphalt Section Up To 5" Thick (2" Surface Course over 3" Base Course)	SF	UP TO 500	75	
2		SF	501 TO 2000	25	
3		SF	>2000	10	
4	Remove and Replace Asphalt Section Up To 6" Thick (2" Surface Course over 4" Base Course)	SF	UP TO 500	75	
5		SF	501 TO 2000	25	
6		SF	>2000	10	
7	Grind and Overlay 2" with Conventional Asphalt (1/2")	SF	UP TO 500	48	
8		SF	501 TO 2000	22	
9		SF	>2000	11	
10	Provide and Install Base (CAB)	TON	<5	1,333	
11		TON	>5	555	
12	Application Of Asphalt Mastic Sealant	LF	UP TO 500	87	
13		LF	501 UP TO 1000	18.50	
14		LF	>1001	13	
15	Application Of Crack Seal	LF	UP TO 500	25	
16		LF	501 UP TO 1000	7.85	
17		LF	>1001	3.25	

Note: Alternate bid items are for bidding purposes only. Those items and quantities may or may not be used, at the discretion of the City Engineer. The City Engineer shall determine the exact locations and quantities, if any, where the above quantities will be needed. Items shown in the Alternate bid will not be used in the determination of the lowest base bid for the project and shall not be used to determine the lowest responsible bidder.

Total Base Bid Amount

ONE MILLION ONE HUNDRED SEVENTEEN THOUSAN DOLLARS EVEN — $ 1,117,000

Words — **Figures**

BID BOND

We, Onyx Paving Company, Inc. as Principal, and Swiss Re Corporate Solutions America Insurance Corporation as Surety are bound unto the City/County of Eastvale, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for

Bid No. 26-113CIP for 2026 Annual Asphalt Concrete Overlay Project (CIP #93018)

(Copy here the exact description of work, including location as it appears on the proposal)

for which bids are to be opened at Planetbids on July 23rd, 2026

(Insert place where bids will be opened) *(Insert date of bid opening)*

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: July 22nd, 2026

Onyx Paving Company, Inc. Corey R. Kirschner - CEO

Principal

Swiss Re Corporate Solutions America Insurance Corporation

Surety

By

Zyanya Hernandez, *Attorney-in-fact*

All Signatures above needs to be NOTARIZED and submitted with Bid Bond

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION CORPORATE SEAL 1973 MISSOURI

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City/County of _____ SS

On this _____ day of _____ in the year 20____ before me

_____, personally appeared _____,
Attorney-in-fact

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

(SEAL)

_____
Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On July 22, 2026 before me, Leslie Rocha, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Corey R. Kirschner
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(i~~es~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

WITNESS my hand and official seal.

LESLIE ROCHA
Notary Public - California
Orange County
Commission # 2484949
My Comm. Expires Mar 19, 2028

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On JUL 22 2026 before me, Melissa Annette Lopez, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Zyanya Hernandez
Name(s) of Signer(s)

,

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

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

WITNESS my hand and official seal.

MELISSA ANNETTE LOPEZ
Notary Public - California
Orange County
Commission # 2521857
My Comm. Expires Jun 28, 2029

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

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☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint:

ERIK JOHANSSON, JENNIFER ANAYA, MELISSA LOPEZ, ALBERT MELENDEZ, JOAQUIN PEREZ, VANESSA RAMIREZ

ZYANYA HERNANDEZ, CHRISTINE STRADFORD, TRACI NAKAGAKI, MARY MARTHA LANGLEY, YU CHENG CHIANG,

and FREDERIC M. ARCHERD, JR. JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds, consents of surety, or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION ($200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION CORPORATE SEAL 1973 MISSOURI

By _____
David Satory, Senior Vice President of SRCSAIC
& Senior Vice President of SRCSPIC

By _____
Gabriel Jacquez, Senior Vice President of SRCSAIC
& Senior Vice President of SRCSPIC

SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION CORPORATE SEAL MISSOURI

IN WITNESS WHEREOF, SRCSAIC and SRCSPIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of January, 2026.

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation

State of Illinois
County of Cook ss

On this 26th day of January, 2026, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC, and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
KAREN M SZWEDA
Notary Public, State of Illinois
Commission No. 978628
My Commission Expires September 26, 2027

Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 22nd day of July, 20 26.

Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC & SRCSPIC

NON-COLLUSION AFFIDAVIT
To the CITY OF EASTVALE

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

EXPERIENCE/QUALIFICATIONS STATEMENT

1. The bidder has been engaged in the contracting business, under the present business name for 36 years.

2. Experience in work of a nature similar to that covered in the proposal extends over a period of 36 years.

3. List any projects your company has **failed to complete** within the last five years due to a termination of contract. For each project, list the type of project, client's name, contact person, current telephone number, email address, and provide a brief description of the grounds for termination. Bidder may attach a separate sheet if needed.

Check appropriate box: **None** ☑ **See list below** ☐

Type of Work/Project Name	Project Owner/Client	Contact Person	Contact Phone No. and email address
N/A			
Description: N/A			

Type of Work/Project Name	Project Owner/Client	Contact Person	Contact Phone No. and email address
N/A			
Description: N/A			

Type of Work/Project Name	Project Owner/Client	Contact Person	Contact Phone No. and email address
N/A			
Description: N/A			

4. The following contracts have been satisfactorily completed in the last three (3) years for the persons, firm or authority indicated, and to whom reference is made:

Check appropriate box: **None** ☐ **See list below** ☑

Project Name	Contract Amount	Date of Completion	Project Owner/ Client Name	Contact Person	Contact Phone No. and email address
AREA 3 RESIDENTIAL & COLLECTOR STREETS REHABILITATION AND ARTERIAL STREET REHABILITATION	$9,619,251.50	SEP 2024	CITY OF DIAMOND BAR	CHRISTIAN MALPICA	(909) 208-5199 // Cmalpica@DiamondBarCA.gov
Description of work: CITYWIDE STREET IMPROVEMENTS					

Project Name	Contract Amount	Date of Completion	Project Owner/ Client Name	Contact Person	Contact Phone No. and email address
RESIDENTIAL STREETS PAVEMENT REHABILIATION PROJECT – AREA 5&7	$8,745,633.88	JAN 2025	CITY OF DOWNEY	EDWARD TORRES	(562) 904-7110 // etorres@downeyca.gov
Description of work: CITYWIDE STREET IMPROVEMENT					

Project Name	Contract Amount	Date of Completion	Project Owner/ Client Name	Contact Person	Contact Phone No. and email address
FY 23-24 RESIDENTIAL STREET REHABILITATION PROJECT	$4,407,861.46	FEB 2025	CITY OF WEST COVINA	OKAN DEMIRCI	(714)319-6137 // okan.demirci@transtech.org
Description of work: VARIOUS PAVEMENT REHABILITATION & CONCRETE IMPROVEMENTS					

5. List the name of the person(s) **(A MINIMUM OF ONE)** who inspected the site of the proposed work for your company.

Name:	Position/Title	Date of Inspection:
JOSEPH GILLIGAN	SENIOR ESTIMATOR	7/8/2026

6. The following is a list of plant and equipment owned by the bidder, which is definitely available for use on the proposed work as required. Bidder may attach a separate sheet if needed.

Quantity	Name, Type and Capacity	Condition	Location
PLEASE SEE ATTACHED REFERENCES.			

7. If requested by the City, the Bidder shall furnish a notarized financial statement, financial data, or other information and references sufficiently comprehensive to permit an appraisal of its current financial condition or ability to perform the work.

Failure to furnish information upon request will render the bid nonresponsive.

All of the above statements regarding Contractor's experience and financial qualifications are submitted in conjunction with the Bid Proposal, as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the Bidder.

DESIGNATION OF SUBCONTRACTORS

The Bidder shall list the name, address and license number of each subcontractor to whom the Bidder proposes to subcontract portions of the work. It is understood and agreed that all those portions of the work called for in the contract documents for which a sub-contractor is not listed will be performed by the undersigned through his forces. If no sub-contractors are listed, all bonds and insurance will be written in the name of the general contractor only. Bidder may attach a separate sheet if needed.

Check appropriate box: **None** ☐ **See list below** ☑

Information must be typed or clearly printed.

BUSINESS NAME AND ADDRESS (1)	CSLB NUMBER (2)	DIR REGISTRATION NO. (3)	BID ITEM NUMBERS (4)	PERCENTAGE OF BID ITEM SUBCONTRACTED AND PORTION OF WORK TO BE PERFORMED BY SUBCONTRACTOR (5)*
CASE LAND SURVEYING, INC. 614 N. ECKHOFF STREET, ORANGE, CA 92868	L5411	1000001533	#6	100% - SURVEY MONUMENTS
SMITHSON ELECTRIC, INC 1938 E. KATELLA AVE ORANGE, CA92867	614518	1000001610	#22	100% - TRAFFIC LOOPS
CHRISP COMPANY 2280 SOUTH LILAC AVE BLOOMINGTON, CA 92316	374600	1000000306	#19-20	100% - STRIPING

**** If you are subcontracting a whole bid item, insert one hundred percent (100%); if less, insert actual percentage.***

PUBLIC CONTRACT CODE

1. PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California, the following regarding conviction within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1, that the bidder:

- _____ Has been convicted as described above.
- ✓ Has not been convicted as described above.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

---

2. PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

- Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

  Yes _____ No ✓

- If the answer is yes, explain the circumstances in the following space. A separate sheet may be attached if needed.

N/A

3. **PUBLIC CONTRACT CODE 10232 STATEMENT**

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bidder's Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

COREY R. KIRSCHNER - CEO

REFERENCES

PROJECT NAME: AREA 3 RESIDENTIAL & COLLECTOR STREETS REHABILITATION AND ARTERIAL STREET REHABILITATION

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS

COMPLETION DATE: APRIL 2024-SEP 2024

CONSULTING COMPANY: CITY OF DIAMOND BAR – 21810 COPLEY DR. DIAMOND BAR, CA 91765

CONTACT PERSON: CHRISTIAN MALPICA // (909) 208-5199 // Cmalpica@DiamondBarCA.gov

ORIGINAL CONTRACT AMOUNT: $9,369,000

FINAL CONTRACT AMOUNT: $9,619,251.50

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: STRIPING LAYOUT CHANGES REQUESTED BY CITY, ADDITIONAL CONCRETE WORK REQUESTED BY CITY

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: RESIDENTIAL STREETS PAVEMENT REHABILIATION PROJECT – AREA 5&7

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENT

COMPLETION DATE: JULY 2024-JAN 2025

AGENCY: CITY OF DOWNEY – 11111 BROOKSHIRE AVE., DOWNEY, CA 90241

CONTACT PERSON: EDWARD TORRES // (562) 904-7110 // etorres@downeyca.gov

ORIGINAL CONTRACT AMOUNT: $7,337,000

FINAL CONTRACT AMOUNT: $8,745,633.88

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: ADDITIONAL WORK ADDED BY CITY. DISCREPANCY IN BID ITEM QUANTITY VERSUS ACTUAL QUANTITY IN FIELD AND ON PLANS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: FY 23-24 RESIDENTIAL STREET REHABILITATION PROJECT

PROJECT DESCRIPTION: VARIOUS PAVEMENT REHABILITATION & CONCRETE IMPROVEMENTS

COMPLETION DATE: OCT 2024-FEB 2025

AGENCY: CITY OF WEST COVINA – 1444 W GARVEY AVE S, WEST COVINA, CA 91790

CONTACT PERSON: OKAN DEMIRCI // (714)319-6137 // okan.demirci@transtech.org

ORIGINAL CONTRACT AMOUNT: $4,324,000

FINAL CONTRACT AMOUNT: $4,407,861.46

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: ADDED ADA RAMPS REQUESTED BY CITY.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: FY 2024-25 PAVEMENT REHABILITATION PROJECT

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS

COMPLETION DATE: JUNE 2025-DEC 2025

AGENCY: CITY OF TEMPLE CITY - 9701 E LAS TUNAS DR, TEMPLE CITY, CA 91780

CONTACT PERSON: ADAM TALBOT // (626) 762-8531 // Adam.Talbot@transtech.org

ORIGINAL CONTRACT AMOUNT: $5,014,369

FINAL CONTRACT AMOUNT: $5,392,669.48

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: ADDITIONAL WORK INCLUDING CONCRETE IMPROVEMENTS, GRINDING & PAVING, AND STRIPING & SIGNING REQUESTED BY CITY.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: GLENWOOD DRIVE PAVEMENT REHABILITATION

PROJECT DESCRIPTION: CITYWIDE ASPHALT REPAIRS & SLURRY

COMPLETION DATE: OCT 2025-NOV 2025

AGENCY: CITY OF ALISO VIEJO – 12 JOURNEY, ALISO VIEJO, CA 92656

CONTACT PERSON: QUANG LE // (949) 425-2531 // Qle@avcity.org

ORIGINAL CONTRACT AMOUNT: $1,110,000

FINAL CONTRACT AMOUNT: $1,116,282.62

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: ADDITIONAL CONCRETE WORK NEEDED TO INSTALL ADA RAMPS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: IRVINE CENTER DRIVE PAVEMENT REHABILITATION

PROJECT DESCRIPTION: VARIOUS STREET FULL DEPTH RECONSTRUCTION

COMPLETION DATE: NOV 2024-JUNE 2025

AGENCY: CITY OF IRVINE – 1 CIVIC CENTER PLAZA, IRVINE, CA 92606

CONTACT PERSON: FARHAD BOLOURCHI // (949) 724-6689 – Fbolourchi@cityofirvine.org

ORIGINAL CONTRACT AMOUNT: $7,595,000

FINAL CONTRACT AMOUNT: $7,835,217.88

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CHANGE ORDER FOR NEW STRIPING LAYOUT AND MATERIALS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: STREET REHABILITATION PROJECT

PROJECT DESCRIPTION: ASPHALT REMOVAL & REPLACEMENT

COMPLETION DATE: JUNE 2025

AGENCY: CITY OF SAN MARINO – 2200 HUNTINGTON DR, SAN MARINO, CA 91108

CONTACT PERSON: ANTHONY FLORES // (562) 547-8555 // aflores@zandkconsultants.com

ORIGINAL CONTRACT AMOUNT: : $7,171,000

FINAL CONTRACT AMOUNT: $7,529,500

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CHANGE ORDER WORK FOR ADDITIONAL SCOPE OUTSIDE OF PROJECT LIMITS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

ONYX PAVING COMPANY INC
LICENSE# 630360 DIR# 1000004798

UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF DIRECTORS OF
ONYX PAVING COMPANY, INC,
(a California corporation)

May 18th, 2026

The undersigned director, constituting the entire board of directors (the "Board") of Onyx Paving Company, Inc., a California corporation (the "Corporation"), hereby takes the following actions, adopts the following resolutions, and transacts the following business, by written consent without a meeting, as of the date above written, pursuant to Section 307(b) of the General Corporation Law of the State of California and the Corporations Bylaws:

Approval of Loan Transactions

WHEREAS, Corey Kirschner is currently the Corporation's Chief Executive Officer and Jay Kirschner is the Vice President, Secretary and Treasurer (the "Officers"), both with authority to enter into contracts on behalf of the Corporation.

WHEREAS, the Corporation opportunities from time to time to bid on various governmental and non-governmental projects;

WHEREAS, after careful consideration, the Board has determined that the terms and conditions of the proposed project in the form of the bid attached hereto as Exhibit A (the "Project") are just and equitable and fair as to the Corporation and that it is in the best interests of the Corporation and its stockholder to submit the bid and complete the Project subject to the terms agreed upon by the parties.

NOW, THEREFORE, BE IT RESOLVED, the Board on behalf of the Corporation hereby approves and ratifies the Project in all respects, and hereby authorize and direct the Corporation to negotiate, execute, deliver and perform the terms of all documents, required in connection with title Project, together with such changes thereto as may be approved by the Officer executing the same on behalf of the Corporation (pursuant to the authorization provided herein), such approval of the Officer to be conclusively evidenced by its execution and delivery of same.

RESOLVED FURTHER, that the Officer may execute and deliver any and all agreements and any and all other documents and instruments, and take such further actions as may be necessary or appropriate, for the financing of the Corporation.

RESOLVED FURTHER, that the Officer(s) are hereby authorized, directed, and empowered to execute and deliver any and all agreements and any and all other documents and instruments, and take such further actions as may be necessary or appropriate, for the consummation of the Project.

RESOLVED FURTHER, that the Officer, in the name of the Corporation, is hereby authorized, directed, and empowered to negotiate, execute and deliver to the applicable counterparty, any and all documents with respect to the Project and other instruments as may be reasonably requested, and the Officer on behalf of the Corporation is authorized from time to time to execute extensions or other installments as may be necessary.

RESOLVED FURTHER, that the authority given hereunder shall be deemed retroactive and any and all acts authorized hereunder performed prior to the passage of this resolution are hereby ratified and affirmed.

The Secretary of the Corporation is directed to file the original executed copy of this Consent with the minutes of proceedings of the Corporation.

[Signature page follows]

ONYX PAVING COMPANY INC
LICENSE# 630360 DIR# 1000004798

IN WITNESS WHEREOF, the undersigned has executed this Unanimous Written Consent of the Board of Directors as of the date first above written.

X

Corey Kirschner
Chief Executive Officer

X

Anthony Steen
President

X

Jay Kirschner
Vice President, Secretary, Treasurer

22707 La Palma Ave, Yorba Linda, CA 92887 714-632-6699

RESUME

Corey Kirschner - CEO

Corey Kirschner is a seasoned leader with over 25 years of experience fueling growth in the construction industry, particularly in asphalt paving for city municipalities. Known for sharp organizational skills and a proactive approach, Corey has been instrumental in strengthening Onyx Paving's position among the top-tier General Contractors in Southern California. Since taking ownership of Onyx Paving in 2018, a company with a distinguished 30-year legacy, Corey has driven the company to surpass $120 million in annual revenue. With an eye for forecasting, budgeting, and crafting innovative solutions, Corey consistently navigates market challenges to deliver exceptional results, earning widespread respect and trust in the industry.

Jay Kirschner – Vice President

Jay Kirschner is Vice President at Onyx Paving since 2018. Jay takes pride in building strong, collaborative relationships with city agencies, fosters trust and open communication, ensuring projects align with municipal goals and community needs. By overseeing project managers and cultivating lasting partnerships, Jay drives seamless project delivery and upholds Onyx Paving's reputation as a trusted leader in Southern California's asphalt paving industry.

Justin Kirschner – Director of Operations

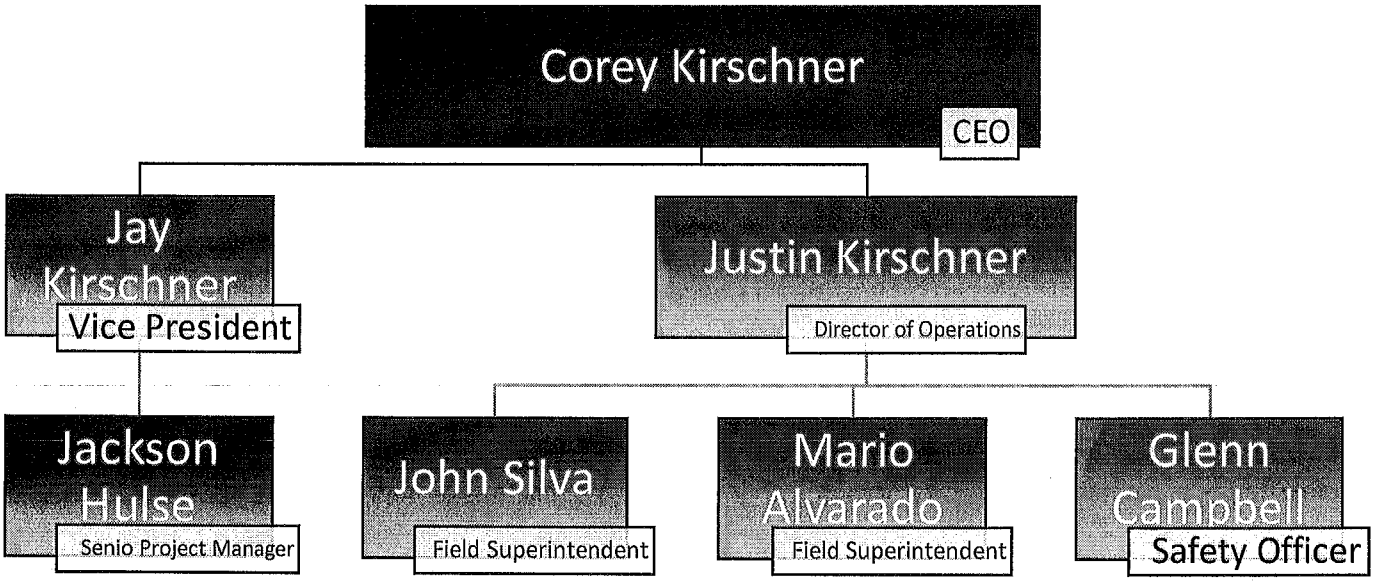
Justin Kirschner came on board with Onyx Paving in 2018. He has become a key leader managing daily operations across Southern California. He directly oversees over 20 foremen who lead a team of 150+ field employees, while keeping projects on track. Justin handles the job schedule and oversees a large fleet of equipment, working closely with the shop manager and mechanics to ensure the equipment is well-maintained and safe. Known for keeping teams efficient and meeting deadlines, Justin is quick to adapt, find solutions, and shift resources when needed. His practical approach and problem-solving skills strengthen Onyx Paving's reputation for dependable, high-quality results.

Glenn Campbell – Safety Manager

Glenn Campbell serves as Onyx Paving's dedicated Safety Manager, focusing entirely on ensuring compliance, workplace safety, and thorough employee onboarding with comprehensive training. With over 20 years of experience consulting for major highway and bridge contractors, Glenn chose to bring his expertise to Onyx Paving and make it his professional home. His approach to safety mirrors his role as head running back coach for Mater Dei football, where he fosters a team-oriented culture built on trust and care. Glenn instills a mindset where the field is his team, and he prioritizes the well-being of every employee thus cultivating a strong safety-first environment at Onyx Paving.

General Superintendents

Mario Alvarado and John Silva have over 60 years of combined experience and form the backbone of Onyx Paving's field operations. They are responsible for overseeing on-site laborers, cement masons, and operating engineers, ensuring projects are completed safely, on time, and in alignment with both city requirements and internal operational goals. Their deep expertise and hands-on leadership drive the successful execution of asphalt paving and concrete improvement projects across Southern California, maintaining Onyx Paving's commitment to quality and reliability in every job.



BACKLOG ALLOCATION:

Corey Kirschner, Jay Kirschner, and our Field Superintendent oversee 100% of all current project in attached backlog.

Key Individual Responsibilities:

Corey Kirschner

- Manage overall operations and resources of company
- Decision maker of corporation

Jackson Hulse

- Lead project management team with organization
- Overseeing overall project scheduling, budgeting, and dispatching on all projects
- Main point of communications between company and agencies

Field Superintendents

- Lead and manage on-site laborers and operators
- Coordinate daily operations and project production
- Ensuring project quality expectations are met

STATE OF CALIFORNIA

CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

ONYX PAVING COMPANY INC

License Number 630360

to engage in the business or act in the capacity of a contractor in the following classifications:

A - GENERAL ENGINEERING CONTRACTOR
C12 - EARTHWORK AND PAVING

Witness my hand and seal this day,

January 4, 2019

Issued October 9, 1991

Marlo Richardson, Board Chair

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

David R. Fogt, Registrar of Contractors

RS-20 (REV. 10/17)

AUDIT NO: [illegible]

STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number **630360** Entity CORP

Business Name ONYX PAVING COMPANY INC

Classification(s) A C12

Expiration Date 10/31/2027 www.cslb.ca.gov

CA

DIR State of California Department of Industrial Relations EST. 1927

Public Works Support

DW

DW David Wiltfong

eCPR Search

Logout

Contractor Registration Search

Project Registration Search

Services

Your information

Home > Customer Account Lookup > 1000004798 - ONYX PAVING COMPANY, INC.

Search

1000004798 - ONYX PAVING COMPANY, INC.

Customer Account Lookup

PWCR

1000004798

Contractor Status

DIR Approved

CSLB

630360

Business Phone

7146326699

Ext

Registration Start Date

2025-07-01

Legal Entity Name

ONYX PAVING COMPANY, INC.

Doing Business As (DBA)

ONYX PAVING COMPANY, INC.

Business Structure

-- None --

President

COREY KIRSCHNER

Email

davidw@onyxpaving.com

Registration End Date

2028-06-30

Crafts

Operating Engineer | Laborer and Related Classifications | Cement Mason

Address

Mailing Address

2890 E. LA CRESTA AVENUE

Mailing Address - City

ANAHEIM

Mailing Address - State

CA

Mailing Address - Zip

92806

Mailing Address - Country

USA

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

Related Lists

Registration Dates (10)

Disclaimer

Nondiscrimination Notice

Accessibility

dir.ca.gov

Copyright 2024 State of California

EQUAL EMPLOYMENT OPPORTUNITY

The Company is committed to providing equal employment opportunities to all Employees and applicants without regard to race (including traits historically associated with race, such as hair texture and protective hairstyles), religion or religious creed (including religious dress or grooming practices), color, sex (including pregnancy, childbirth, breastfeeding, or related medical condition), genetic information, gender, gender identity and gender expression, sexual orientation, transgender status, transitioning status, national origin, ancestry, citizenship status, uniform service member status, military and veteran status, marital status, age, protected medical condition, physical or mental disability, holding or presenting a driver's license issued under Cal. Vehicle Code Section 12801.9, or any other protected status in accordance with all applicable federal, state, and local laws.

Company policy also prohibits unlawful discrimination based on the perception that anyone has any of the above characteristics, or is associated with a person who has or is perceived as having any of the above characteristics. Discrimination can also include failing to reasonably accommodate religious dress and grooming practices, or individuals with mental or physical disabilities where the accommodation does not pose an undue hardship.

This Policy extends to all aspects of the Company's employment practices, including, but not limited to, recruiting, hiring, firing, promoting, transferring, compensation, benefits, training, leaves of absence, and other terms and conditions of employment, as well as providing wages at the same rate for one sex as those of the opposite sex, and at the same rate for any race/ethnicity as another race/ethnicity, who perform substantially similar work (consisting of similar skill, effort, and responsibility), under similar working conditions.

The Company is also committed to complying with the laws protecting qualified individuals with disabilities. The Company will provide a reasonable accommodation for any known physical or mental disability of a qualified individual with a disability to the extent required by law, provided the requested accommodation does not create an undue hardship for the Company and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual. If an Employee requires an accommodation to perform the essential functions of their job, the Employee must notify Human Resources. Once the Company is aware of the need for an accommodation, the Company will engage in an interactive process to identify possible accommodations that will enable the Employee to perform the essential functions of the job.

Employees with questions or concerns about discrimination in the workplace should bring these issues to the attention of Human Resources, or any member of management. Employees can raise concerns, report problems, or make complaints without fear of retaliation. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including separation of employment.

ONYX PAVING COMPANY, INC.

COREY R. KIRSCHNER
CEO, PRES, VP, SEC, TREA

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Onyx Paving Company Inc

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

22707 La Palma Ave,

Requester's name and address (optional)

6 City, state, and ZIP code

Yorba Linda, CA 92887

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number

3 3 - 0 3 9 4 3 4 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** David Wiltfong **Date** 11/10/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/1/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Baldwin Group West, LLC
15901 Red Hill Ave, Ste 100
Tustin CA 92780

License#: 0F69771

CONTACT NAME: Michael Tran
PHONE (A/C, No, Ext): (714) 505-7000 FAX (A/C, No): (714) 573-1770
E-MAIL ADDRESS: michael.tran@wgbib.com

INSURED
Onyx Paving Company, Inc.
22707 La Palma Ave.
Yorba Linda CA 92887

ONYXPAV-01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Zurich Insurance Comp	40142
INSURER B : Evanston Insurance Company	35378
INSURER C : Great American Insurance Compa	16691
INSURER D : Scottsdale Insurance Company	41297
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 195164515 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			BCS2003096	10/1/2025	10/1/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			BAP106300607	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			TUE490440203	10/1/2025	10/1/2026	EACH OCCURRENCE	$ 6,000,000
							AGGREGATE	$ 6,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC106300507	10/1/2025	10/1/2026	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Contractors Pollution Liability			MKLV5ENV105319	10/1/2025	10/1/2026	Aggregate Occurence Deductible	$10,000,000 $5,000,000 $10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excess Policy #TUE490440203 is Excess over the General Liability, Auto Liability, and Workers Compensation

Certificate holder(s) is/are named as additional insured per the attached endorsements as required by written contract subject to the terms & conditions of the policy:

GL Additional Insured Form #CG 20 10 12 19 and CG 20 37 12 19
GL Additional Insured State-Permits Form #CG 20 12 12 19
GL Primary and Non-Contributory Form #CG 20 01 12 19
See Attached...

CERTIFICATE HOLDER

Onyx Paving Company, Inc.
2890 E. La Cresta Ave.
Anaheim CA 92806

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BA20261060638

STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 657-5448

For Office Use Only

-FILED-

File No.: BA20261060638
Date Filed: 5/15/2026

B4681-5120 05/15/2026 3:49 PM Received by California Secretary of State

Entity Details

Corporation Name	ONYX PAVING COMPANY, INC.
Entity No.	1659076
Formed In	CALIFORNIA

Street Address of Principal Office of Corporation

Principal Address	22707 LA PALMA AVE YORBA LINDA, CA 92887

Mailing Address of Corporation

Mailing Address	22707 LA PALMA AVE YORBA LINDA, CA 92887
Attention	Joan Ward

Street Address of California Office of Corporation

Street Address of California Office	22707 LA PALMA AVE YORBA LINDA, CA 92887

Officers

Officer Name	Officer Address	Position(s)
Jay Kirschner	22707 LA PALMA AVE YORBA LINDA, CA 92887	Secretary
Corey Kirschner	22707 LA PALMA AVE YORBA LINDA, CA 92887	Chief Executive Officer
+ Corey Kirschner	22707 LA PALMA AVENUE YORBA, CA 92887	Chief Financial Officer

Additional Officers

Officer Name	Officer Address	Position	Stated Position
Jay Kirschner	22707 LA PALMA AVE YORBA LINDA, CA 92887	Treasurer	
Anthony Steen	22707 LA PALMA AVE YORBA LINDA, CA 92887	Other	President

Directors

Director Name	Director Address
Corey Kirschner	22707 LA PALMA AVE YORBA LINDA, CA 92887
Anthony Steen	22707 LA PALMA AVE YORBA LINDA, CA 92887

The number of vacancies on Board of Directors is: 0

Agent for Service of Process

Agent Name	COREY KIRSCHNER
Agent Address	22707 LA PALMA AVE YORBA LINDA, CA 92887

Type of Business Type of Business	ASPHALT PAVING AND CONCRETE SERVICES
Email Notifications Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.
Labor Judgment No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.	
Electronic Signature ☒ By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.	
Joan Ward Signature	*05/15/2026* Date

B4681-5121 05/15/2026 3:49 PM Received by California Secretary of State

California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

ONYX PAVING COMPANY, INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

Michelle Buffington

Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

2694

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

NOTICE OF EXEMPTION

TO BE SENT TO:

☑ County of Riverside County Clerk
P.O. Box 12004
Riverside, CA 92502

☑ Office of Planning and Research
P.O. Box 3044
1400 Tenth Street, Room 113
Sacramento, CA 95812-3044

LEAD AGENCY:

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

PROJECT CASE NO: CIP-93018

PROJECT TITLE: 2026 Annual Concrete Overlay Project

PROJECT APPLICANT: Public Works Department, City of Eastvale

PROJECT LOCATION: Existing public roadways within the City of Eastvale. **CITY:** Eastvale
COUNTY: Riverside

APN(s): N/A (Public Right-of-way)

PROJECT DESCRIPTION: The 2026 Annual Asphalt Concrete Overlay Project involves street maintenance and pavement improvements on various residential and arterial streets throughout the City of Eastvale. The project scope consists of grinding existing pavement, placing rubberized asphalt concrete (ARHM), localized street reconstruction/deep dig-outs, curb ramp ADA compliance updates, utility cover adjustments, and replacement of traffic striping and pavement markers

AGENCY APPROVING PROJECT: City of Eastvale, City Council

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: Gabriel Mayorquin, Associate Engineer

The project or activity identified above is determined to be exempt from further environmental review requirements contained in the California Environmental Quality Act (CEQA).

EXEMPT STATUS:

☐ Ministerial (Sec. 21080(b)(1); 15268);

☐ Declared Emergency (Sec. 21080(b)(3);15269(a));

☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));

☒ Categorical Exemption. State type and section no: Class 1: Existing Facilities. (Section 15301)

☐ Statutory Exemptions. State code number: _____

REASONS TO SUPPORT EXEMPTION FINDING (attach if needed):

Pursuant to the provisions of the California Environmental Quality Act (CEQA Public Resources Code, Section 21083 et. Seq.), this project meets the criteria for a Categorical Exemption under Section 15301 (Class 1 – Existing Facilities) of the CEQA Guidelines in that the proposed project involves negligible or no expansion of use consistent with the criteria set forth in Section 15301. The removal of existing asphalt concrete, with the replacement of new rubberized asphalt concrete does alter existing public streets; additionally, the project does not add additional vehicular travel lanes; therefore qualifies for a Class 1 (Existing Facilities) exemption and no further environmental review is required pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301.

LEAD AGENCY CONTACT: Gabriel Mayorquin **TELEPHONE:** (951) 703-4492

SIGNATURE: **DATE:** **TITLE:**

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CONSENT CALENDAR
Agenda Item No. 11.15
August 12, 2026

Approval of Purchase Agreements for Citywide Custom Apparel

Prepared By:

Mollie Corrao, Communications Officer

Recommended Action(s)

Staff recommends that the City Council:

1. Approve Purchase Agreement for citywide custom apparel with Pacific Coast Stitch LLC to provide as-needed apparel items, in an annual not-to-exceed amount of $50,000, for an initial three-year period with two additional one-year renewal options.
2. Authorize the City Manager to execute the agreement.

Summary

The City utilizes custom branded apparel items to support public awareness efforts, employee and volunteer identification, and City-sponsored events. Branded apparel helps promote a professional and consistent City presence, increases visibility at community events, and enhances public recognition of City programs and services.

The proposed agreement with Pacific Coast Stitch will allow the City to procure branded apparel items on an as-needed basis, ensuring timely availability of clothing and related items for staff, volunteers, special events, outreach activities, and City initiatives.

Background

All City departments purchase a variety of branded apparel items throughout the year to support community events, outreach initiatives, employee recognition, volunteer programs, and official City functions. Historically, these purchases have been made independently through multiple vendors,

resulting in inconsistent branding, varying apparel quality, and missed opportunities to leverage the City's purchasing power for more competitive pricing.

Establishing a citywide agreement with a single apparel vendor will provide a more streamlined and cost-effective approach to procuring branded clothing and related items. Standardizing purchases through one vendor will help ensure consistency with the City's brand standards, improve quality control, simplify the ordering process for departments, and reduce overall costs through consolidated purchasing. This approach will allow departments to obtain apparel as needed while maintaining a professional and cohesive City appearance across all programs, events, and initiatives.

On April 30, 2026, the City issued Invitation for Bids (IFB) No. 26-108CO via the City's website and online bidding system, PlanetBids. A total of five (5) bids were received by the bid closing date of May 26, 2026, and all bids were deemed responsive. The following is a summary of vendor participation and results:

20 Vendors notified

20 Vendors downloaded the bid packet

5 Bids received

Bid results are as follows:

Name of Bidder	City	Base Bid Amount
Pacific Coast Stitch LLC	Murrieta, CA	$3,535.00
Digital Dash Creative LLC	Bridgeport, CT	$3,852.19
PistonBones Printing	Corona, CA	$3,892.15
Bienali Promotions, LLC	Highland, Park, IL	$4,283.42
The Beavers Group Inc.	Chino, CA	$4,619.21

As part of the bid evaluation process, staff tested samples of select apparel items provided by the three (3) lowest bidders for quality of material and embroidery, accuracy of city logo printing, and durability. After a thorough evaluation of bid pricing and apparel samples, staff recommends that the City Council approve an agreement with Pacific Coast Stitch LLC for citywide custom apparel. Approval of this contract will support the City's ongoing efforts to provide standardized quality and branding at competitive pricing.

Environmental

Not applicable.

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

Not applicable.

Fiscal Impact

Total fiscal impact is estimated to be approximately $16,000 per year. Each department is responsible for budgeting and paying for items ordered. As a result, budget is housed within each department. Each department has services and supply budget within the fiscal year 2026-27 General Fund budget.

Prior City Council/Commission Action

Not applicable.

Attachment(s)

Attachment 1 - Purchase Agreement for Citywide Custom Apparel
Attachment 2 - Contract Pricing (Exhibit B of Agreement)

PURCHASE AGREEMENT FOR
CITYWIDE CUSTOM APPAREL

1. IDENTIFICATION OF VENDOR:

NAME: PACIFIC COAST STITCH, LLC
ADDRESS: 25807 JEFFERSON AVE., STE 160, MURRIETA, CA 92562
CONTACT: ANNETTE NOLAND
PHONE: 951-693-1372
EMAIL: ANNETTE@PACIFICCOASTSTITCH.COM

2. GOODS AND/OR EQUIPMENT. The goods and/or equipment ("Goods") to be provided by Vendor pursuant to this Purchase Agreement are described in Exhibit B, attached hereto and incorporated herein by this reference.

3. **COMPENSATION FOR SERVICES.** Vendor's total compensation for the Goods provided under this Purchase Agreement shall not exceed $ 50,000 per contract year. Unless otherwise stated herein or the Contract Documents, all applicable taxes are included in the Purchase Agreement.

4. **SCHEDULE OF PERFORMANCE.** Vendor/Consultant shall deliver the Goods on an as-needed basis in accordance with the City's needs and available budget.

5. TERMS AND CONDITIONS.

(1) The agreement shall commence on August 13, 2026, and terminate on June 30, 2029, with the option for the City to grant up to two (2), one (1) year extensions. The following documents are incorporated by reference into this Purchase Agreement and together with this Purchase Agreement are referred to as the "Contract Documents": Invitation for Bid No. 26-108CO, Vendor's Bid in response to Invitation for Bid No. 26-108CO, all referenced specifications, details and appendices, the general terms and conditions attached hereto as Exhibit A, and the description and price of the Goods attached hereto as Exhibit B.

(2) The Purchase Agreement number must appear on all invoices and correspondence.

(3) Changes made to printed Terms and Conditions of this Purchase Agreement or any of the Contract Documents are null and void unless approved in writing by the City of Eastvale ("City").

(4) By executing this Purchase Agreement, Vendor affirms that it has read, negotiated, and expressly accepts all terms incorporated herein.

Vendor	City
Signature Date	Signature Date
Print Name & Title	Print Name & Title

Exhibit A
General Terms and Conditions

1. Acceptance. By accepting this Purchase Agreement, Vendor agrees to comply with these Terms and Conditions. City does not agree to any proposed additions, alterations, modifications, or deletions to this Purchase Agreement by Vendor unless agreed to in writing by both Vendor and City as described herein. Vendor shall sell, provide and deliver, and City shall purchase, the goods, materials, and/or equipment described in this Purchase Agreement, including any attached specifications ("Goods"). Goods must comply with the Contract Documents.

2. Delivery. Vendor's carrier shall deliver Goods at the location identified by the City in the Contract Documents. Vendor shall pay all freight costs unless otherwise noted in the Contract Documents and set forth in the purchase price. Time is of the essence for the shipment or delivery of Goods and Goods shall be delivered no later than the date set forth on the Purchase Agreement.

3. Compliance with Law. Vendor shall have full and exclusive responsibility for compliance with all applicable federal, state and local laws, rules, regulations, ordinances or requirements pertinent to its employees, the sale of the Goods, and the methods and procedures in connection with the work under this Purchase Agreement including obtaining, at its sole cost and expense, all licenses, permits and approvals required by law.

4. Risk of Loss. Vendor warrants title to all Goods sold to City and Vendor shall bear the risk of loss of or damage to Goods until such time as City takes actual possession of Goods by moving them from the point of delivery, or at the point of delivery if such items will not be moved.

5. Substitutions. No substitution will be permitted without the written consent of City. If Vendor proposes any substitution, Vendor guarantees that the substitution is equal in quality, capacity, durability, ease of maintenance, and ease of installation to the Goods originally specified.

6. Changes. City, by written order, may delete Goods to be supplied under this Purchase Agreement, and the Purchase Agreement price will be equitably reduced. City, by written order, may order an increase in Goods to be supplied, and the Purchase Agreement price will be equitably increased. If unit prices are stated, the reduction or increase shall be calculated at the unit prices stated in the Purchase Agreement. If no unit prices are stated, Vendor shall promptly, at the request of City, quote prices, and City shall promptly accept or reject the quote.

7. Inspection and Testing. All Goods will be subject to final inspection and approval after delivery; payment will not constitute final acceptance. Vendor at its cost shall remove and replace any Goods that City designates as nonconforming or defective.

8. Indemnification. Vendor agrees to indemnify and hold City harmless and defend (with counsel acceptable to City), City and its officers, agents, employees and volunteers, from and against any and all actions, suits, claims, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities that arise out of or relate to the negligence, recklessness, or willful misconduct, errors or omissions of Vendor, its employees, agents, representatives or subcontractors in the performance of this Purchase Agreement; however, this indemnity does not apply to liability arising from the sole negligence or willful misconduct of City or City's agents who are directly responsible to the City, or to the extent caused by the active negligence of City. These indemnification provisions are independent of, and shall not in any way be limited by, the insurance requirements of this Purchase Agreement and shall survive the expiration of this Purchase Agreement.

9. Warranty. Vendor warrants that all Goods and related services to be supplied under this Purchase Agreement are sufficient for the purpose intended; that all Goods and related services will conform to the specifications, drawing samples or other descriptions specified by the City; that the Goods are new, merchantable, good quality and free from defects (whether patent or latent) in material and workmanship; that all workmanship and Goods to be provided are of the best grade and quality; and, that it has good and clear title to all Goods to be supplied by it and the same are free and clear from all liens, encumbrances and security interests. For a period of one year after delivery of the Goods, Vendor shall at its own expense replace or repair defective Goods at the request of City. This warranty provision shall be in addition to any manufacturer warranties or other warranties set forth in the specifications, quote, or proposal, if any.

10. Payment. Unless otherwise specified the proposal or quote accepted by the City, payment will be made after delivery or receipt of Goods and invoice within thirty (30) days, except as to any charges which are disputed by City. City may withhold 10% of the price until the Goods are installed, tested, and operating (if applicable). The Vendor must separately state on all invoices any taxes imposed by the local, state or federal state government applicable to furnishing of Goods; provided, however, where a tax exemption is available, the tax must be subtracted from the total price and identified.

11. Termination. City may terminate all or any portion of this Purchase Agreement at any time prior to the delivery of Goods, with or without cause, by giving Vendor written notice. Cancellation or termination shall become effective immediately upon the giving of notice by personal delivery or mail. In the event of breach of the Purchase Agreement by Vendor, City may terminate the Purchase Agreement immediately without notice, may reduce payment to the Vendor in the amount necessary to offset City's resulting damages, may procure substitute goods or services at Vendor's expense, and/or may pursue any other available recourse against Vendor. Vendor may terminate this Purchase Agreement for cause at any time upon thirty (30) days' written notice.

12. Assignment. Except as expressly stated in the Purchase Agreement, Vendor shall not contract with any other entity to perform in whole or in part the services required under the Purchase Agreement without the express written approval of the City. Neither the Purchase Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City.

13. Waiver. The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this Purchase Agreement shall not be deemed a waiver with respect to any subsequent default or matter. No payment by City to Vendor shall be considered or construed to be an approval or acceptance of any defective goods or any other breach or default.

14. Insurance. Prior to undertaking performance of work under this Contract, Vendor shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

Commercial General Liability Insurance – the Vendor shall maintain commercial general liability insurance as broad as Insurance Services Office (ISO) CG 00 01 which shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property, resulting from any act or occurrence arising out of Vendor's operations in the performance of this Contract, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: $1,000,000 per occurrence, $2,000,000 in the aggregate, and $1,000,000 products and completed operations aggregate. The policy shall allow and be endorsed as primary and not seek contribution from the City's coverage. The policy(s) shall provide and be endorsed to include, the City, its officers, officials, employees, agents, and volunteers as additional insureds on ISO form CG 20 10 (or equivalent) for ongoing operations, and, for construction or service agreements, ISO form CG 20 37 (or equivalent) for completed operations. Coverage shall provide and be endorsed to include a waiver of subrogation in favor of the City and its officers, officials, employees, agents, and volunteers. Any failure to comply with reporting provisions of the policies by Vendor shall not affect coverage provided to the City. Coverage shall state that Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Business Automobile Liability Insurance, or equivalent form, shall be maintained by the Vendor with a combined single limit of not less than $1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles as well as uninsured motorist coverage with a combined single limit of not less than $1,000,000each accident. If the Vendor's business/company does not own any automobiles, coverage for hired and non-owned autos shall be provided. The policy shall provide and be endorsed that the City, its officers, officials, employees, agents, and volunteers are included or named as additional insureds. The policy shall provide and be endorsed to include a waiver of subrogation in favor of the City, its officers, officials, employees, agents, and volunteers.

Worker's Compensation Insurance – in accordance with the provisions of Section 3300 of the Labor Code, Vendor is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Contract, Vendor agrees to obtain and maintain any employer's liability insurance with limits not less than $1,000,000 each accident or disease. The policy shall provide and be endorsed to include a waiver of subrogation in favor of the City, its officers, officials, employees, agents, and volunteers.

The following requirements apply to the insurance to be provided by Vendor pursuant to this section:

· Vendor shall maintain all insurance required above in full force and effect for the entire term of contract
· Certificates of insurance and endorsements shall be furnished to the City upon execution of this Agreement and shall be approved by the City
· Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City. If a carrier will not provide the required notice of cancellation, the Vendor shall provide written notice to the City of a cancellation no later than five (5) business days before cancellation.

If Vendor fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Contract. Such termination shall not affect Vendor's right to be paid for services satisfactorily provided in accordance with this Contract prior to notification of termination. The Vendor waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

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

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

17. Integration. This Purchase Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this agreement among the parties concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Purchase Agreement, except those other documents that are expressly referenced.

Exhibit B
Description and Prices of Goods

Vendor shall furnish custom apparel to the City of Eastvale on an as-needed basis. See next page for listing of city-wide apparel and their pricing.

EXHIBIT B

Description and Prices of Goods
IFB #25-108CO Citywide Custom Apparel

STANDARD ITEMS					Pacific Coast Stitch Murrieta, CA	
Item #	Description	SIZE	UOM	QTY	Unit Price	Line Total
1	Polo, Men's Size SM-XL, Diesel Grey,5-ounce, 100% poly pique with stay-cool wicking technology, Flat knit collar, Rib knit cuffs, Triple-needle shoulders and hem, 3-button placket, Set-in, open hem sleeves, Side vents	SM-XL	EA	1	$35.00	$35.00
2	Polo, Men's Size XXL-4XL, Diesel Grey,5-ounce, 100% poly pique with stay-cool wicking technology, Flat knit collar, Rib knit cuffs, Triple-needle shoulders and hem, 3-button placket, Set-in, open hem sleeves, Side vents	XXL-4XL	EA	1	$35.00	$35.00
3	Polo, Men's Size SM-XL, Navy,5-ounce, 100% poly pique with stay-cool wicking technology, Flat knit collar, Rib knit cuffs, Triple-needle shoulders and hem, 3-button placket, Set-in, open hem sleeves, Side vents	SM-XL	EA	1	$35.00	$35.00
4	Polo, Men's Size XXL-4XL, Navy,5-ounce, 100% poly pique with stay-cool wicking technology, Flat knit collar, Rib knit cuffs, Triple-needle shoulders and hem, 3-button placket, Set-in, open hem sleeves, Side vents	XXL-4XL	EA	1	$35.00	$35.00
5	Polo, Men's Size SM-XL, Bright White,5-ounce, 100% poly pique with stay-cool wicking technology, Flat knit collar, Rib knit cuffs, Triple-needle shoulders and hem, 3-button placket, Set-in, open hem sleeves, Side vents	SM-XL	EA	1	$35.00	$35.00
6	Polo, Men's Size XXL-4XL, Bright White,5-ounce, 100% poly pique with stay-cool wicking technology, Flat knit collar, Rib knit cuffs, Triple-needle shoulders and hem, 3-button placket, Set-in, open hem sleeves, Side vents	XXL-4XL	EA	1	$35.00	$35.00
7	Polo, Men's Size SM-XL, Grit Green,5-ounce, 100% poly pique with stay-cool wicking technology, Flat knit collar, Rib knit cuffs, Triple-needle shoulders and hem, 3-button placket, Set-in, open hem sleeves, Side vents	SM-XL	EA	1	$35.00	$35.00
8	Polo, Men's Size XXL-4XL, Grit Green,5-ounce, 100% poly pique with stay-cool wicking technology, Flat knit collar, Rib knit cuffs, Triple-needle shoulders and hem, 3-button placket, Set-in, open hem sleeves, Side vents	XXL-4XL	EA	1	$35.00	$35.00
9	Polo, Men's Size SM-XL, Blacktop,5-ounce, 100% poly pique with stay-cool wicking technology, Flat knit collar, Rib knit cuffs, Triple-needle shoulders and hem, 3-button placket, Set-in, open hem sleeves, Side vents	SM-XL	EA	1	$35.00	$35.00
10	Polo, Men's Size XXL-4XL, Blacktop,5-ounce, 100% poly pique with stay-cool wicking technology, Flat knit collar, Rib knit cuffs, Triple-needle shoulders and hem, 3-button placket, Set-in, open hem sleeves, Side vents	XXL-4XL	EA	1	$35.00	$35.00
11	Polo, Women's Size SM-XL, Diesel Grey,5-ounce, 100% poly pique with stay-cool wicking technology,Self-fabric collar, Flat knit cuffs, Arm seaming accent, Set-in, open hem sleeves, 6-button placket	SM-XL	EA	1	$35.00	$35.00
12	Polo, Women's Size XXL-4XL, Diesel Grey,5-ounce, 100% poly pique with stay-cool wicking technology,Self-fabric collar, Flat knit cuffs, Arm seaming accent, Set-in, open hem sleeves, 6-button placket	XXL-4XL	EA	1	$35.00	$35.00
13	Polo, Women's Size SM-XL, Navy,5-ounce, 100% poly pique with stay-cool wicking technology,Self-fabric collar, Flat knit cuffs, Arm seaming accent, Set-in, open hem sleeves, 6-button placket	SM-XL	EA	1	$35.00	$35.00
14	Polo, Women's Size XXL-4XL, Navy, 5-ounce, 100% poly pique with stay-cool wicking technology,Self-fabric collar, Flat knit cuffs, Arm seaming accent, Set-in, open hem sleeves, 6-button placket	XXL-4XL	EA	1	$35.00	$35.00
15	Polo, Women's Size SM-XL, Bright White,5-ounce, 100% poly pique with stay-cool wicking technology,Self-fabric collar, Flat knit cuffs, Arm seaming accent, Set-in, open hem sleeves, 6-button placket	SM-XL	EA	1	$35.00	$35.00

Description and Prices of Goods
IFB #25-108CO Citywide Custom Apparel

STANDARD ITEMS					Pacific Coast Stitch Murrieta, CA	
Item #	Description	SIZE	UOM	QTY	Unit Price	Line Total
16	Polo, Women's Size XXL-4XL, Bright White,5-ounce, 100% poly pique with stay-cool wicking technology,Self-fabric collar, Flat knit cuffs, Arm seaming accent, Set-in, open hem sleeves, 6-button placket	XXL-4XL	EA	1	$35.00	$35.00
17	Polo, Women's Size SM-XL, Blacktop,5-ounce, 100% poly pique with stay-cool wicking technology,Self-fabric collar, Flat knit cuffs, Arm seaming accent, Set-in, open hem sleeves, 6-button placket	SM-XL	EA	1	$35.00	$35.00
18	Polo, Women's Size XXL-4XL, Blacktop,5-ounce, 100% poly pique with stay-cool wicking technology,Self-fabric collar, Flat knit cuffs, Arm seaming accent, Set-in, open hem sleeves, 6-button placket	XXL-4XL	EA	1	$35.00	$35.00
19	Long Sleeve Polo, Men's Size SM-XL, Diesel Grey,5-ounce, 100% poly pique with stay-cool wicking technology, Flat knit collar, Triple-needle shoulders and hem, 3-button placket, Set-in, open hem sleeves	SM-XL	EA	1	$42.00	$42.00
20	Long Sleeve Polo, Men's Size XXL-4XL, Diesel Grey,5-ounce, 100% poly pique with stay-cool wicking technology, Flat knit collar, Triple-needle shoulders and hem, 3-button placket, Set-in, open hem sleeves	XXL-4XL	EA	1	$42.00	$42.00
21	Long Sleeve Polo, Men's Size SM-XL, Blacktop,5-ounce, 100% poly pique with stay-cool wicking technology, Flat knit collar, Triple-needle shoulders and hem, 3-button placket, Set-in, open hem sleeves	SM-XL	EA	1	$42.00	$42.00
22	Long Sleeve Polo, Men's Size XXL-4XL, Blacktop,5-ounce, 100% poly pique with stay-cool wicking technology, Flat knit collar, Triple-needle shoulders and hem, 3-button placket, Set-in, open hem sleeves	XXL-4XL	EA	1	$42.00	$42.00
23	Long Sleeve Polo, Men's Size SM-XL, Bright White,5-ounce, 100% poly pique with stay-cool wicking technology, Flat knit collar, Triple-needle shoulders and hem, 3-button placket, Set-in, open hem sleeves	SM-XL	EA	1	$42.00	$42.00
24	Long Sleeve Polo, Men's Size XXL-4XL, Bright White,5-ounce, 100% poly pique with stay-cool wicking technology, Flat knit collar, Triple-needle shoulders and hem, 3-button placket, Set-in, open hem sleeves	XXL-4XL	EA	1	$42.00	$42.00
25	Luuma Cocoon Fleece,Women's Size SM-XL, Blacktop,7.1-ounce, 57/38/5 modal/poly/spandex fleece, Open sleeves and hem	SM-XL	EA	1	$55.00	$55.00
26	Luuma Cocoon Fleece,Women's Size XXL-4XL, Blacktop,7.1-ounce, 57/38/5 modal/poly/spandex fleece, Open sleeves and hem	XXL-4XL	EA	1	$55.00	$55.00
27	Concept Cardigan, Women's Size SM-XL, Black, 4.4-ounce, 62/33/5 poly/rayon/spandex jersey knit, Open Y-neck, Dyed-to-match buttons, Wide cuffs and hem	SM-XL	EA	1	$30.00	$30.00
28	Concept Cardigan, Women's Size XXL-4XL, Black, 4.4-ounce, 62/33/5 poly/rayon/spandex jersey knit, Open Y-neck, Dyed-to-match buttons, Wide cuffs and hem	XXL-4XL	EA	1	$30.00	$30.00
29	6 Pocket Contrast Mesh Vest, Size SM-XL, Lime, Ultra-Cool 100% polyester mesh with solid pockets, Zipper front closure, 2" wide high performance reflective material with 3" contrasting mesh, Left chest mic tab, Outside left chest radio pocket, Outside right chest 2-tier,3 division pocket, Inside lower patch pockets,Two lower outside solid material patch pockets with flaps	SM-XL	EA	1	$35.00	$35.00
30	6 Pocket Contrast Mesh Vest, Size XXL-4XL, Lime, Ultra-Cool 100% polyester mesh with solid pockets, Zipper front closure, 2" wide high performance reflective material with 3" contrasting mesh, Left chest mic tab, Outside left chest radio pocket, Outside right chest 2-tier,3 division pocket, Inside lower patch pockets,Two lower outside solid material patch pockets with flaps	XXL-4XL	EA	1	$35.00	$35.00
31	Slash Pocket Jacket, Size SM-XL, Navy, 7.25-ounce, 65/35 poly/cotton twill, Wrinkle-resistant finish, Self-fabric collar with sewn-in stays, Two lower inset slash pockets, Utility pocket on left sleeve, Adjustable waist tabs	SM-XL	EA	1	$58.00	$58.00
32	Slash Pocket Jacket, Size XXL-4XL, Navy, 7.25-ounce, 65/35 poly/cotton twill, Wrinkle-resistant finish, Self-fabric collar with sewn-in stays, Two lower inset slash pockets, Utility pocket on left sleeve, Adjustable waist tabs	XXL-4XL	EA	1	$58.00	$58.00

Description and Prices of Goods
IFB #25-108CO Citywide Custom Apparel

STANDARD ITEMS					Pacific Coast Stitch Murrieta, CA	
Item #	Description	SIZE	UOM	QTY	Unit Price	Line Total
33	Triumph 1/4-Zip Pullover, Size SM-XL, Black, 7.1-ounce, 71/29 cotton/poly double-knit fleece, Cadet collar, Rubberized center front zipper, Front pouch pocket with integrated rubberized zippered pocket	SM-XL	EA	1	$55.00	$55.00
34	Triumph 1/4-Zip Pullover, Size XXL-4XL, Black, 7.1-ounce, 71/29 cotton/poly double-knit fleece, Cadet collar, Rubberized center front zipper, Front pouch pocket with integrated rubberized zippered pocket	XXL-4XL	EA	1	$55.00	$55.00
35	Breakwater 1/4-Zip Pullover, Size SM-XL, Deep Black, 6.3-ounce, 60/40 cotton/polyester, Cadet collar with topstitch detail, Forward shoulder, Set-in sleeves, Self-turned cuffs and hem	SM-XL	EA	1	$32.00	$32.00
36	Breakwater 1/4-Zip Pullover, Size XXL-4XL, Deep Black, 6.3-ounce, 60/40 cotton/polyester, Cadet collar with topstitch detail, Forward shoulder, Set-in sleeves, Self-turned cuffs and hem	XXL-4XL	EA	1	$32.00	$32.00
37	Luuma 1/2-Zip, Women's Size SM-XL, Blacktop, 7.1-ounce, 57/38/5 modal/polyester/spandex, Drop shoulder, Blouson sleeves, Banded hem with side vents	SM-XL	EA	1	$58.00	$58.00
38	Luuma 1/2-Zip, Women's Size XXL-4XL, Blacktop, 7.1-ounce, 57/38/5 modal/polyester/spandex, Drop shoulder, Blouson sleeves, Banded hem with side vents	XXL-4XL	EA	1	$58.00	$58.00
39	13.5oz/450gm Heavyweight Cross-Grain Hood Pullover, Men's Size SM-XL, Black, Double fleece lined hood, Heavy duty 100% cotton shoestring drawcord with antique silver tips, Double ribbing side panels for stretch, Reverse coverstitch sewing on all seams for durability and a premium finish, Body and hood panels sewn Cross-Grain to limit shrinkage & shortening after wash, 520gm 100% cotton 1x1 ribbing at cuff and waistband,	SM-XL	EA	1	$58.00	$58.00
40	13.5oz/450gm Heavyweight Cross-Grain Hood Pullover, Men's Size XXL-4XL, Black, Double fleece lined hood, Heavy duty 100% cotton shoestring drawcord with antique silver tips, Double ribbing side panels for stretch, Reverse coverstitch sewing on all seams for durability and a premium finish, Body and hood panels sewn Cross-Grain to limit shrinkage & shortening after wash, 520gm 100% cotton 1x1 ribbing at cuff and waistband,	XXL-4XL	EA	1	$58.00	$58.00
41	Adult Tri-Blend Tee, Size SM-XL, Solid Black, 4.3-ounce, 50/25/25 poly/combed ring spun cotton/rayon, 32 singles, 1x1 rib knit neck, Shoulder to shoulder taping, Side seamed	SM-XL	EA	1	$11.00	$11.00
42	Adult Tri-Blend Tee, Size XXL-4XL, Solid Black, 4.3-ounce, 50/25/25 poly/combed ring spun cotton/rayon, 32 singles, 1x1 rib knit neck, Shoulder to shoulder taping, Side seamed	XXL-4XL	EA	1	$14.00	$14.00
43	Ripstop Bomber Jacket, Size SM-XL, Lime, Durable waterproof seam sealed ripstop shell with fleece body & hood, Hood fits into the collar or can be removed all together,Quilted sleeves for easy in and out arm access, 2" wide silver reflective material, Adjustable cuffs with rubber pulls for easy use when wearing gloves, Left and right chest mic tabs, Right chest vertical pocket, Left radio pocket, Left and right slash pockets, Left bicep 2-division pocket with drainage grommets, Vertical tablet pocket with zipper inside storm flap	SM-XL	EA	1	$100.00	$100.00
44	Ripstop Bomber Jacket, Size XXL-4XL, Lime, Durable waterproof seam sealed ripstop shell with fleece body & hood, Hood fits into the collar or can be removed all together,Quilted sleeves for easy in and out arm access, 2" wide silver reflective material, Adjustable cuffs with rubber pulls for easy use when wearing gloves, Left and right chest mic tabs, Right chest vertical pocket, Left radio pocket, Left and right slash pockets, Left bicep 2-division pocket with drainage grommets, Vertical tablet pocket with zipper inside storm flap	XXL-4XL	EA	1	$100.00	$100.00
45	ANSI 107 Class 3 Mesh Tee, Size SM-XL, Safety Yellow, 4.1-ounce, 100% polyester birdseye mesh, Durable, reflective 2-inch tape meets ANSI 107 requirements and provides 360-degree visibility on body and sleeves, 1x1 rib knit neck, Back neck tape, Left chest pocket	SM-XL	EA	1	$24.00	$24.00

Description and Prices of Goods
IFB #25-108CO Citywide Custom Apparel

STANDARD ITEMS					Pacific Coast Stitch Murrieta, CA	
Item #	Description	SIZE	UOM	QTY	Unit Price	Line Total
46	ANSI 107 Class 3 Mesh Tee, Size XXL-4XL, Safety Yellow, 4.1-ounce, 100% polyester birdseye mesh, Durable, reflective 2-inch tape meets ANSI 107 requirements and provides 360-degree visibility on body and sleeves, 1x1 rib knit neck, Back neck tape, Left chest pocket	XXL-4XL	EA	1	$24.00	$24.00
47	Men's Cooling Long Sleeve Work Shirt, Size SM-XL, Carbon, Cooling tech that never washes out, Body: 5.3 oz. Twill, 82% Polyester / 14% Cotton / 4% Elastane, Seven-button front, Left chest pocket with pencil stall, Right chest pocket with button flap, Utility pocket on left sleeve, Anti-Microbial	SM-XL	EA	1	$60.00	$60.00
48	Men's Cooling Long Sleeve Work Shirt, Size XXL-4XL, Carbon, Cooling tech that never washes out, Body: 5.3 oz. Twill, 82% Polyester / 14% Cotton / 4% Elastane, Seven-button front, Left chest pocket with pencil stall, Right chest pocket with button flap, Utility pocket on left sleeve, Anti-Microbial	XXL-4XL	EA	1	$60.00	$60.00
49	Hoodie Sweatshirt with Zipper, Size SM-XL, Yellow/Lime, Black lower body and sleeves help the wearer keep a clean appearance, High quality 9 oz. sweatshirt material, Black rib knit cuffing, 2" wide VizLite reflective material	SM-XL	EA	1	$78.00	$78.00
50	Hoodie Sweatshirt with Zipper, Size XXL-4XL, Yellow/Lime, Black lower body and sleeves help the wearer keep a clean appearance, High quality 9 oz. sweatshirt material, Black rib knit cuffing, 2" wide VizLite reflective material	XXL-4XL	EA	1	$78.00	$78.00
51	Color Black/Black, 60/40 cotton/polyester front panels; 55/43/2 polyester/rayon/spandex front panels (Heathers); 100% polyester mesh mid and back panels, Structured, Mid-profile, Permacurv bill to maintain proper shape and curve Silver undervisor, 8-row stitching on visor, Flexfit 110 technology allows for the perfect blend of Flexfit technology and adjustability for a more custom fit, 7-position adjustable snapback closure	N/A	EA	1	$13.00	$13.00
52	Color Deep Black,Double-layered 50/30/20 rayon/polyester/nylon, Six darts at crown for shaping, Adjustable cuff	N/A	EA	1	$11.00	$11.00
53	Color Deep Black, Flexfit 110 Foam Outdoor Cap, 87/13 poly/spandex front panels with light foam; 100% polyester mesh mid and back panels, Structured, Mid-profile, 5 panels, Stretch and Flexfit 110 technology allows for the perfect blend of Flexfit technology and adjustability for a more custom fit, Crushable, foldable brim and crown for easy travel, Webbing adjustable closure with easy-release buckle closure	N/A	EA	1	$14.00	$14.00
54	Outdoor Wide-Brim Hat, S/M- L/XL, Black, Fabric: 75/25 poly/nylon ripstop, No Fly Zone insect repellant technology, UPF 30+ sun protection, a concealable sun flap and a moisture-wicking sweatband, 75/25 poly/nylon ripstop, djustable cord at crown and clip-on, adjustable drawcord	S/M, L/XL	EA	1	$23.00	$23.00
55	Outdoor Wide-Brim Hat, S/M- L/XL, Dress Blue Navy, Fabric: 75/25 poly/nylon ripstop, No Fly Zone insect repellant technology, UPF 30+ sun protection, a concealable sun flap and a moisture-wicking sweatband, 75/25 poly/nylon ripstop, djustable cord at crown and clip-on, adjustable drawcord	S/M, L/XL	EA	1	$23.00	$23.00
56	Polo, Men's Size SM-XL, Black, A self-fabric collar and two-button placket. Rolled-forward shoulder seams, Open hem sleeves and open hem. A contrast heat transfer Swoosh logo is on the left sleeve. Made of 5.4-ounce, 87/13 polyester/spandex Dri-FIT fabric (solid) and 5.5-ounce, 87/13 polyester/spandex Dri-FIT fabric	SM-XL	EA	1	$68.00	$68.00

Description and Prices of Goods
IFB #25-108CO Citywide Custom Apparel

STANDARD ITEMS					Pacific Coast Stitch Murrieta, CA	
Item #	Description	SIZE	UOM	QTY	Unit Price	Line Total
57	Polo, Men's Size XXL-4XL, Black, A self-fabric collar and two-button placket. Rolled-forward shoulder seams, Open hem sleeves and open hem. A contrast heat transfer Swoosh logo is on the left sleeve. Made of 5.4-ounce, 87/13 polyester/spandex Dri-FIT fabric (solid) and 5.5-ounce, 87/13 polyester/spandex Dri-FIT fabric	XXL-4XL	EA	1	$68.00	$68.00
58	Polo, Men's Size SM-XL, White, A self-fabric collar and two-button placket. Rolled-forward shoulder seams, Open hem sleeves and open hem. A contrast heat transfer Swoosh logo is on the left sleeve. Made of 5.4-ounce, 87/13 polyester/spandex Dri-FIT fabric (solid) and 5.5-ounce, 87/13 polyester/spandex Dri-FIT fabric	SM-XL	EA	1	$68.00	$68.00
59	Polo, Men's Size XXL-4XL, White, A self-fabric collar and two-button placket. Rolled-forward shoulder seams, Open hem sleeves and open hem. A contrast heat transfer Swoosh logo is on the left sleeve. Made of 5.4-ounce, 87/13 polyester/spandex Dri-FIT fabric (solid) and 5.5-ounce, 87/13 polyester/spandex Dri-FIT fabric	XXL-4XL	EA	1	$68.00	$68.00
60	Polo, Men's Size SM-XL, Midnight Navy, A self-fabric collar and two-button placket. Rolled-forward shoulder seams, Open hem sleeves and open hem. A contrast heat transfer Swoosh logo is on the left sleeve. Made of 5.4-ounce, 87/13 polyester/spandex Dri-FIT fabric (solid) and 5.5-ounce, 87/13 polyester/spandex Dri-FIT fabric	SM-XL	EA	1	$68.00	$68.00
61	Polo, Men's Size XXL-4XL, Midnight Navy, A self-fabric collar and two-button placket. Rolled-forward shoulder seams, Open hem sleeves and open hem. A contrast heat transfer Swoosh logo is on the left sleeve. Made of 5.4-ounce, 87/13 polyester/spandex Dri-FIT fabric (solid) and 5.5-ounce, 87/13 polyester/spandex Dri-FIT fabric	XXL-4XL	EA	1	$68.00	$68.00
62	Polo, Men's Size SM-XL, Anthracite , A self-fabric collar and two-button placket. Rolled-forward shoulder seams, Open hem sleeves and open hem. A contrast heat transfer Swoosh logo is on the left sleeve. Made of 5.4-ounce, 87/13 polyester/spandex Dri-FIT fabric (solid) and 5.5-ounce, 87/13 polyester/spandex Dri-FIT fabric	SM-XL	EA	1	$68.00	$68.00
63	Polo, Men's Size XXL-4XL, Anthracite , A self-fabric collar and two-button placket. Rolled-forward shoulder seams, Open hem sleeves and open hem. A contrast heat transfer Swoosh logo is on the left sleeve. Made of 5.4-ounce, 87/13 polyester/spandex Dri-FIT fabric (solid) and 5.5-ounce, 87/13 polyester/spandex Dri-FIT fabric	XXL-4XL	EA	1	$68.00	$68.00
64	Challenger Jacket, Size SM-XL, True Navy , 100% Teklon nylon shell with water-resistant finish,8.3-ounce, 100% polyester fleece lining, 2.5-ounce polyfill insulation, Double-needle stitching throughout, Interior pocket with hook and loop closure, Adjustable cuffs with hook and loop closures, Slash zippered pockets, interior zippered pocket	SM-XL	EA	1	$70.00	$70.00
65	Challenger Jacket, Size XXL-4XL, True Navy , 100% Teklon nylon shell with water-resistant finish,8.3-ounce, 100% polyester fleece lining, 2.5-ounce polyfill insulation, Double-needle stitching throughout, Interior pocket with hook and loop closure, Adjustable cuffs with hook and loop closures, Slash zippered pockets, interior zippered pocket	XXL-4XL	EA	1	$70.00	$70.00
					Subtotal	***$2,961.00***
	SPECIALTY ITEMS					
66	Polo, Men's Size SM-XL, Diesel Grey,5-ounce, 100% poly pique with stay-cool wicking technology, Flat knit collar, Rib knit cuffs, Triple-needle shoulders and hem, 3-button placket, Set-in, open hem sleeves, Side vents	SM-XL	EA	1	$35.00	$35.00
67	Polo, Men's Size XXL-4XL, Diesel Grey,5-ounce, 100% poly pique with stay-cool wicking technology, Flat knit collar, Rib knit cuffs, Triple-needle shoulders and hem, 3-button placket, Set-in, open hem sleeves, Side vents	XXL-4XL	EA	1	$35.00	$35.00

Description and Prices of Goods
IFB #25-108CO Citywide Custom Apparel

STANDARD ITEMS					Pacific Coast Stitch Murrieta, CA	
Item #	Description	SIZE	UOM	QTY	Unit Price	Line Total
68	Polo, Men's Size SM-XL, Spar Blue,5-ounce, 100% poly pique with stay-cool wicking technology, Flat knit collar, Rib knit cuffs, Triple-needle shoulders and hem, 3-button placket, Set-in, open hem sleeves, Side vents	SM-XL	EA	1	$35.00	$35.00
69	Polo, Men's Size XXL-4XL, Spar Blue,5-ounce, 100% poly pique with stay-cool wicking technology, Flat knit collar, Rib knit cuffs, Triple-needle shoulders and hem, 3-button placket, Set-in, open hem sleeves, Side vents	XXL-4XL	EA	1	$35.00	$35.00
70	Polo, Men's Size SM-XL, Blacktop,5-ounce, 100% poly pique with stay-cool wicking technology, Flat knit collar, Rib knit cuffs, Triple-needle shoulders and hem, 3-button placket, Set-in, open hem sleeves, Side vents	SM-XL	EA	1	$35.00	$35.00
71	Polo, Men's Size XXL-4XL, Blacktop,5-ounce, 100% poly pique with stay-cool wicking technology, Flat knit collar, Rib knit cuffs, Triple-needle shoulders and hem, 3-button placket, Set-in, open hem sleeves, Side vents	XXL-4XL	EA	1	$35.00	$35.00
72	Tech Fleece 1/4-Zip Pullover, Size SM-XL, Black, 7.1-ounce, 100% polyester, Tag-free label, Taped neck, Chin guard for additional comfort, Cadet collar, Raglan sleeves, Left sleeve zippered pocket, Half rib knit, half self-fabric cuffs and hem	SM-XL	EA	1	$48.00	$48.00
73	Tech Fleece 1/4-Zip Pullover, Size XXL-4XL, Black, 7.1-ounce, 100% polyester, Tag-free label, Taped neck, Chin guard for additional comfort, Cadet collar, Raglan sleeves, Left sleeve zippered pocket, Half rib knit, half self-fabric cuffs and hem	XXL-4XL	EA	1	$48.00	$48.00
74	Polo, Women's Size SM-XL, Spar Blue,5-ounce, 100% poly pique with stay-cool wicking technology,Self-fabric collar, Flat knit cuffs, Arm seaming accent, Set-in, open hem sleeves, 6-button placket	SM-XL	EA	1	$35.00	$35.00
75	Polo, Women's Size XXL-4XL, Spar Blue,5-ounce, 100% poly pique with stay-cool wicking technology,Self-fabric collar, Flat knit cuffs, Arm seaming accent, Set-in, open hem sleeves, 6-button placket	XXL-4XL	EA	1	$35.00	$35.00
76	Lightweight French Terry Bomber, Women's Size SM-XL, Black, 6.5-ounce, 59/41 combed ring spun cotton/poly French terry, Tag-free label, Front pockets, 2x2 rib knit collar, cuffs and hem	SM-XL	EA	1	$36.00	$36.00
77	Lightweight French Terry Bomber, Women's Size XXL-4XL, Black, 6.5-ounce, 59/41 combed ring spun cotton/poly French terry, Tag-free label, Front pockets, 2x2 rib knit collar, cuffs and hem	XXL-4XL	EA	1	$36.00	$36.00
78	Double-Knit Bomber, Women's Size SM-XL, Anchor Grey, 8.3-ounce, 100% double-knit polyester,Rib knit collar and cuffs, Exposed zipper with matte black pull, Front pockets	SM-XL	EA	1	$48.00	$48.00
79	Double-Knit Bomber, Women's Size XXL-4XL, Anchor Grey, 8.3-ounce, 100% double-knit polyester,Rib knit collar and cuffs, Exposed zipper with matte black pull, Front pockets	XXL-4XL	EA	1	$48.00	$48.00
80	Class 2 Standard Hi-Vis Safety Vest, Size SM-XL, Lime	SM-XL	EA	1	$15.00	$15.00
81	Class 2 Standard Hi-Vis Safety Vest, Size XXL-4XL, Lime	XXL-4XL	EA	1	$15.00	$15.00
					Subtotal	***$574.00***
	MISC ITEMS					
82	For items not specified herein, vendor must enter minimum percentage (%) discount offered to the City at the unit price (10% would be entered as .10). Discount from vendor's price list shall remain firm throughout the term of the contract.		LOT	1	$0.00	$0.00
83	Art Fee		EA	1	$0.00	$0.00
84	Set-Up Fee, one time fee only upon award		EA	1	$0.00	$0.00
85	Misc (please explain)		EA	1		
86	Please provide lead times for all deliveries (number of days after receipt of order)		DAY	1		10 Business Days
					Total	***$ 3,535.00***

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CONSENT CALENDAR
Agenda Item No. 11.16
August 12, 2026

Clarifying Update to Personnel Policies and Procedures Manual

Prepared By:

Maricela Mejia, Assistant Human Resources & Risk Management Director

Recommended Action(s)

Staff recommends that the City Council adopt a Resolution amending the Personnel Policies and Procedures Manual to clarify the City's premium pay provisions and ratify the clarifying revision effective July 1, 2026.

Summary

The Personnel Policies and Procedures Manual (Manual) establishes the framework for employee rights, responsibilities, and workplace expectations. The City Council previously approved revisions to the Manual, subject to a clarification that an employee may not receive double premium pay for the same hours worked. Staff is bringing this item back to formally incorporate that clarification into the Manual and to ratify the clarifying revision effective July 1, 2026. The proposed language preserves the premium pay benefit approved by the City Council while making clear that, when two premium pay provisions could apply to the same hours worked, the employee will receive only one premium rate of pay for those hours. All other revisions to the Personnel Policies and Procedures Manual adopted at the June 24, 2026, meeting remain unchanged.

Background

Background: The City Council has adopted a Personnel Policies and Procedures Manual applicable to all City employees. The Human Resources & Risk Management Division, in consultation with the City Attorney's Office, periodically brings proposed edits to the City Council for consideration. At the June 24, 2026, meeting, the City Council approved revisions to the Manual, including premium pay provisions for specified holidays and certain special event, call-back, and on-call work. The Council's approval was made subject to clarification that employees may not receive more than one premium

rate of pay for the same hours worked. This item returns to the City Council to memorialize that clarification in the Manual and ratify the clarifying language to July 1, 2026.

REVISIONS:

SPECIAL EVENTS PREMIUM PAY:

Proposed Policy: Clarifies that non-exempt employees who work qualifying special events may receive premium pay at one and one-half (1.5) times their regular rate of pay, while also clarifying that the employee cannot receive more than one premium rate of pay for the same hours worked.

CALL-BACK & ON-CALL PREMIUM PAY:

Proposed Policy: Clarifies that non-exempt employees who perform qualifying call-back or on-call work may receive premium pay at one and one-half (1.5) times their regular rate of pay, while also clarifying that the employee cannot receive more than one premium rate of pay for the same hours worked.

WORK ON HOLIDAYS:

Proposed Policy: Provides that employees working on the actual or observed holiday will be compensated at one and one-half (1.5) times their regular rate of pay for work on Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, or Labor Day. If the employee works both the observed holiday and the actual holiday, premium pay applies only to the day on which the employee works more hours. The revision further clarifies that the employee cannot receive more than one premium rate of pay for the same hours worked.

All other provisions of the Personnel Policies & Procedures Manual adopted on June 24, 2026, remain unchanged.

Environmental

There is no environmental impacts to the adoption of the personnel manual.

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

Not applicable.

Fiscal Impact

Total annual fiscal impact is estimated at $11,343.14. Costs are incorporated into each department's General Fund personnel and overtime budget.

Prior City Council/Commission Action

The City Council first adopted the City's Personnel Policies and Procedures Manual in 2013 by Resolution 13-14. Ten revisions have occurred since then, with the most recent occurring in January 2025 by Resolution 24-67. On June 24, 2026, the City Council approved revisions to the Manual subject to the clarification that employees may not receive double premium pay for the same hours worked.

Attachment(s)

Attachment 1 Resolution Amending Personnel Manual Revision.pdf
Attachment 2 Personnel Policies & Procedures Manual Eff. 07.01.2026 Revised.pdf
Attachment 3 Redline Personnel Policies & Procedures Manual Eff. 07.01.2026 Revised.pdf

RESOLUTION NO. 26-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AMENDING THE CITY'S PERSONNEL POLICIES AND PROCEDURES MANUAL

WHEREAS, the City of Eastvale's Personnel Policies and Procedures Manual ("Personnel Rules") is the official document containing the employment policies of the City; and

WHEREAS, the Personnel Rules is a living document that is reviewed and updated as necessary or desirable to ensure the City's employment policies are in compliance with applicable laws and regulations and to ensure the City is able to attract and retain top talent; and

WHEREAS, the Personnel Rules were last updated on January 1, 2025, by Resolution 24-67

WHEREAS, on June 24, 2026, the City Council approved revisions to the Personnel Rules to take effect on July 1, 2026; and

WHEREAS, the City Council's approval was subject to clarification that an employee may not receive more than one premium rate of pay for the same hours worked; and

WHEREAS, the City Council desires to amend the Personnel Rules to incorporate clarifying language regarding premium pay and to ratify the clarifying amendment effective July 1, 2026.

NOW, THEREFORE, the City Council of the City of Eastvale does hereby resolve, determine, and order as follows:

SECTION 1. The above recitals are true and correct and are incorporated as a material part of this resolution

SECTION 2. The City Council hereby amends the Personnel Policies and Procedures Manual to incorporate the premium pay clarification attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 3. The clarifying amendment is ratified and shall be effective as of July 1, 2026.

SECTION 4. Except as expressly amended by this Resolution, the Personnel Policies and Procedures Manual remains in full force and effect.

PASSED, APPROVED AND ADOPTED this 12th day of August, 2026.

_____
Jocelyn Yow
Mayor

APPROVED AS TO FORM:

_____
Erica Vega
City Attorney

ATTEST:

_____
Marc A. Donohue, MMC
City Clerk

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

I, Marc A. Donohue, City Clerk of the City of Eastvale, California, do hereby certify that the foregoing City Council Resolution No. 26-__, was duly adopted by the City Council of the City of Eastvale, California, at a meeting held on the 12th day of August, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Marc A. Donohue, MMC
City Clerk

CITY OF EASTVALE PERSONNEL POLICIES AND PROCEDURES MANUAL

July 1, 2026

Adopted by Resolution 13-14
Revised by Resolution 15-01
Revised by Resolution 17-69
Revised by Resolution 17-75
Revised by Resolution 18-12
Revised by Resolution 18-41
Revised by Resolution 18-69
Revised by Resolution 19-27
Revised by Resolution 21-02
Revised by Resolution 23-54
Revised by Resolution 24-27
Revised by Resolution 24-67
Revised by Resolution 26-XX

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INTRODUCTION

This Personnel Policies and Procedures Manual ("Manual") applies to all employees of the City of Eastvale ("City") and to others as indicated. An "employee" is generally defined as an individual whose work is within the usual course of the City's business, and directed and controlled, or is subject to the direction or control, by the City with respect to the final results of the work and the details of when, where and how the work is to be done. This Manual contains Employment Policies of the City. Each City employee is responsible for knowing and understanding its contents. In addition, each City employee is responsible for knowing, understanding, and adhering to any specific departmental policy.

Violations of the provisions of this Manual may be addressed as a performance matter and be grounds for disciplinary action. A violation will not make disciplinary action mandatory but will be given such weight as the City determines to be appropriate in view of all the circumstances

Except as otherwise provided, any duties, responsibilities, powers, and authority granted by this Manual or the Personnel Ordinance to any person may be delegated, in writing, to another employee at the discretion of the delegating individual.

Nothing in this Manual shall be deemed to create a vested contractual right for any employee.

Amendments and revisions shall become effective upon adoption by the City Council, or at a later date specified by the City Council when adopting the amendments and revisions. If the terms and provisions of this Manual are inconsistent or in conflict with the terms and provisions of any prior City Personnel Policies and Procedures, resolutions, regulations, and/or policies governing the same subject, the terms of this Manual will prevail and such inconsistent or conflicting provisions or prior rules, resolutions, regulations, and/or policies are hereby repealed.

The City Manager is authorized to issue written guidelines to implement and enforce this Manual, and to make adjustments to avoid or eliminate inequities resulting from its application. Such guidelines shall have the City's best interests as their paramount concern, and shall be consistent with applicable state and federal guidelines. The City Manager may delegate any of the powers and duties conferred upon the City Manager as the Personnel Officer to any other officer or employee of the City or may recommend that such powers and duties shall be performed under contract.

In the event of a conflict between this Manual and an Administrative Policy or a Department's policy or procedure, this Manual shall control.

When any local, state, or federal ordinance, regulation, or law that is incorporated in this Manual or upon which this Manual relies is amended, this Manual shall be deemed amended in conformance with those amendments.

If any section, subsection, sentence, clause, or phrase of this Manual is found to be illegal by a court of competent jurisdiction, such findings shall not affect the validity of the remaining portions of this Manual.

ORGANIZATION

The City was incorporated as a City on October 1, 2010. The City is governed by a City Council, consisting of five (5) persons, each elected for a term of four (4) years. The City Council generally meets twice a month, on the 2nd and 4th Wednesday of each month, unless otherwise directed by the City Council.

The City Council adopts policies and specifies what City services are to be provided to City residents. Some of the services that the City provides includes public safety services (Police [through contract with the Riverside County Sheriff's Department] and Fire [through contract with CalFire]), Building and Safety Services, Animal Control (through contract with Riverside County), Planning and Public Works.

The City Council's policies are implemented by the City Manager, who is directly responsible to the City Council for the administration and implementation of the Council policies and priorities. To assist the City Manager, the City employs a staff of administrative, technical and field personnel. The City further utilizes contractors to provide a number of City services. Contractors are not City employees.

The City's activities and services are divided into functional departments, with Department Heads assigned to each department.

DEFINITIONS

General Definition: All words and terms used in this Manual and in any personnel policies or procedures are intended to be defined as they are normally and generally defined in the field of personnel administration, unless a specific definition is provided in this Manual.

Specific Definitions:

Acting Appointment: An interim appointment of a current City employee by the City Manager to temporarily perform the full duties of a position with a higher maximum base rate of pay.

City: The City of Eastvale.

City Council: The City Council of the City of Eastvale.

Class/Class of position/Classification: All positions sufficiently similar in duties, authority, qualifications, and responsibility, to permit grouping under a common title in the application with equity of common standards of selection, transfer, demotion, and salary.

Compensation: The salary, wage, allowance, and all other forms of valuable consideration earned by or paid to any employee by reason of service in any position, but does not include expenses authorized and incurred incidental to employment.

Classified Service: means the offices, positions and employments in the service of the City which are included or which may hereafter be included under the classified service system by ordinance, except the following: 1) Elected officers; 2) Members of appointed boards, commissions and committees; 3) Persons engaged under contract to supply expert, professional, or technical services for a definite period of time; 4) Volunteer personnel; 5) City Manager; 6) City Attorney; 7) Department heads; 8) Management classifications listed in appendix A to this Manual; and employees hired on or after July 1, 2026, in the management classifications listed in appendix B; and 9) Employees serving in hourly, temporary, provisional, or seasonal appointments.

City Manager: The City Manager of the City of Eastvale or designee.

Days: Calendar days unless stated otherwise in these Rules.

Domestic Partner/Registered Domestic Partner: Means a member of a registered domestic partnership under California law.

Eligibility List: A list that contains the names of successful applicants according to their relative performance in the examination process and other terms set forth in this Manual. The applicants may be ranked in descending final ratings based on average scores through the interview process.

Eligibles: Persons who have taken an open-competitive examination or promotional examination and have qualified for placement on an eligibility list.

Full-Time Employees: Employees who hold budgeted positions that normally require a 40-hour work week or that have been approved by the City Council to be a full-time position.

Furlough: Temporary, involuntary, non-disciplinary employee absence from duty that may be implemented by the City in addition to, or as an alternative to, layoff or other cost saving measures. Furlough time does not constitute a break in service for purposes of these Rules.

Human Resources and Risk Management Director: The Human Resources and Risk Management Director or designee, as may be designated by the City Manager.

Job Description: A written description of a class, identifying factors and conditions which are essential characteristics of the class, including the title, examples of duties and responsibilities which are typical of positions in the class, any factors or conditions which distinguish it from other classes, and necessary or desirable qualifications to perform the duties of positions in the class.

Lay-Off: The separation of employees from the active work force due to lack of work or funds, or organizational changes, or to the abolition of positions by the City Council for any of those reasons.

Personnel Officer: The City Manager is the Personnel Officer for all City employees, except for all positions for which appointing authority is reserved by the City Council or as otherwise provided in the Municipal Code. The City Manager may delegate their appointing authority to a Department Head

Position: A group of duties and responsibilities assigned to an employee.

Probationary Period: An integral part of the selection process during which an employee is required to demonstrate fitness for his/her position based on actual performance of the duties of the position.

Reclassification: The reassignment of one position in a class to a different class by the City Manager in accordance with this Manual.

Reemployment List: A list of names of laid off employees, who may have reinstatement rights, for a specific classification or position.

Regular Full Time or Regular Part Time Employee: An employee in the classified service who has successfully completed the probationary period and has been retained in accordance with this Manual.

Resignation: The voluntary separation of a City employee from the City service. A written resignation is accepted upon receipt by the City and may not be withdrawn except by authorization of the City Manager when it is deemed that the City's best interests are served by permitting resignation withdrawal.

Salary Rate/Base Salary Rate: The dollar amount paid to an employee in accordance with the salary range for the employee's class, exclusive of any overtime compensation, stipends, premium pay, or other wage augments.

Temporary Employee: A person who is employed by the City for a limited period of time for a specified, limited purpose. Temporary Employees may not work more than 1,000 hours per fiscal year, and full-time Temporary Employees may not work for longer than 6 continuous months. Temporary Employees are eligible for only those benefits required by applicable State and Federal laws. Temporary Employees are at-will employees and may be separated from employment at any time with or without cause. Temporary Employees are not subject to the terms and conditions of the following sections of this Manual: 1) Section 1.6 Recruitment; 2) Section 1.9 Probation; 3) Section 1.18 Telecommuting; 4) Section 2.6 Bi-lingual Pay; 5) Section 2.7 Temporary Assignments; 6) Section 2.8 Call Back Pay; 7) Section 2.9 On Call (Standby) Pay; 8) Section 2.10 Car Allowance; 9) Section 2.11 Phone Allowance; 10) Section 3.1 Holidays; 11) Section 3.4 Retirement; 12) Section 4.2 Vacation;13) Section 4.13 Personal Leave of Absence without Pay; 14) Section 4.14 Jury Duty; 15) Section 4.16 Bereavement Leave; and 16) Chapter 5.

CHAPTER 1 - EMPLOYMENT

SECTION 1.1 EQUAL EMPLOYMENT OPPORTUNITY

The City is an equal opportunity employer and makes employment decisions on the basis of merit. The City wants to have the best available persons in every job. The City's policy prohibits unlawful discrimination based on race, religious creed, color, national origin, ancestry, sex, age over 40, physical or mental disability, medical condition, pregnancy (including childbirth and related medical conditions or disabilities), sexual orientation, marital status, gender identity, gender expression, genetic characteristics or information, military or veteran's status, reproductive health decision making, a combination of those characteristics, and/or any other characteristic protected by federal and/or state law. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or a combination of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics or a combination of those characteristics, and any other basis protected by federal, state or local law or ordinance or regulation. The City is committed to treating all employees equally and fairly regardless of these actual or perceived characteristics or associations. All such discrimination is prohibited. This policy applies to all City employees, applicants, interns, volunteers and persons providing services pursuant to a contract.

SECTION 1.2 POLICY PROHIBITING DISCRIMINATION, HARASSMENT, AND RETALIATION

The City's policy prohibits unlawful harassment and discrimination based upon an applicant or employee's race, genetic information, religion, creed, color, sex, gender, gender identity, gender expression, sexual orientation, national origin, ancestry, military or veteran status, marital status, pregnancy, reproductive health decision-making, childbirth, breastfeeding, or a related medical condition, age over 40, medical condition, physical or mental disability, or a combination of those characteristics, or any other characteristic protected under state, federal, or local law.

The City also prohibits unlawful harassment and discrimination based on the perception that anyone has any of those characteristics or a combination of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics or a combination of those characteristics. In addition, the City prohibits retaliation because of the applicant or employee's opposition to a practice he/she reasonably believes to constitute employment discrimination or harassment or because of his/her employee's participation in an employment investigation, proceeding or hearing.

Applicants or employees who believe they have been harassed, discriminated against, or retaliated against, should report that conduct in accordance with the City's complaint procedures. Applicants and employees should review the City's complete Policy Prohibiting Discrimination, Harassment and Retaliation Policy.

SECTION 1.3 DISABLED APPLICANTS AND EMPLOYEES

The City has a commitment to ensure equal opportunities for disabled applicants and City employees. Every reasonable effort will be made to provide an accessible work environment for such employees and applicants. Employment practices (e.g., hiring, training, testing, transfer, promotion, compensation, benefits, and disciplinary action) will not discriminate against disabled employees or applicants. The City provides employment-related reasonable accommodations to qualified individuals with disabilities within the meaning of the California Fair Employment and Housing Act ("FEHA") and the Americans with Disabilities Act ("ADA").

1.3.1 Request for Accommodation

An applicant or employee who desires a reasonable accommodation to perform essential job functions should make such a request in writing to Human Resources and Risk Management. The request must identify: a) the job-related functions at issue; and b) the desired accommodation(s). Reasonable accommodation can include, but is not limited to job restructuring, reassignment to a vacant position for which the employee is qualified, and making facilities accessible. In accordance with applicable law, the City may permit use of accrued leave or authorize a temporary unpaid leave as a reasonable accommodation, if such leave is reasonably expected to result in the employee's return to work, with or without additional reasonable accommodation.

1.3.2 Reasonable Documentation of Disability

Following receipt of the request, Human Resources and Risk Management may require additional information, such as reasonable documentation of the existence of a disability or additional explanation as to the effect of the disability on the employee's ability to perform the employee's essential functions, but will not require disclosure of diagnosis or genetic history.

1.3.3 Interactive Process

The City will engage in the interactive process, as defined by the FEHA and ADA, to determine whether an applicant or employee is able to perform the essential functions of the position sought or currently held. During this process, the City will examine potential reasonable accommodations that will make it possible for the employee or applicant to so perform. Such interactive process will include a meeting with the employee or applicant, the City, their representatives (if any), and, if necessary, the employee or applicant's health care provider.

1.3.4 Case-by-Case Determination

The City determines, in its sole discretion, whether reasonable accommodations(s) can be made, and the type of reasonable accommodations(s) to provide. The City will not provide an accommodation that would pose an undue hardship upon the City or that is not required by law. The City will inform the employee of any decisions made under this section in writing.

1.3.5 Fitness for Duty Leave

While the City is engaged in the interactive process with an employee, the City may require that the employee be placed on a fitness for duty leave in accordance with Section 4.18.

SECTION 1.4 ACCOMMODATION FOR SINCERELY HELD RELIGIOUS BELIEF

The City will make reasonable accommodations to the known sincerely held religious beliefs of a person during the hiring process and in the course of employment, if the accommodation would resolve a conflict between the person's religious beliefs, unless doing so would impose an undue hardship on the City. The following procedure shall apply:

1.4.1 Procedure for Requesting a Religious Accommodation.

If a person believes that a religious accommodation is necessary, the person should submit a request for accommodation to Human Resources and Risk Management. This request may be

made orally or in writing, however the City encourages written requests. Such requests should include the following relevant information:

a. A description of the accommodation requested;

b. The reason the accommodation is necessary; and

c. A description as to how the accommodation will resolve the conflict between the person's religious beliefs or practices and the City's application or employment requirements for the corresponding position.

Upon receiving the request, the City will invite the person to a meeting to explore potential accommodations that could resolve the conflict between the person's religious beliefs and the City's application or employment requirements for the corresponding position. The City may provide the person's requested accommodation or may provide an alternative reasonable accommodation based on the City's discretion, to the extent that an effective accommodation is available without imposing undue hardship on the City.

SECTION 1.5 LACTATION ACCOMMODATION

a. In accordance with applicable state and federal law, an employee who needs to express breast milk for the employee's infant child will be permitted to take a reasonable amount of break time for that purpose, as a lactation accommodation. The break time must, if possible, run concurrently with any break time already provided to the employee. For non-exempt employees, break time that takes place outside of authorized paid rest time is unpaid. To the extent that break time would seriously disrupt the City's operations, the City may limit the employee's use of such time.

b. An employee seeking lactation accommodation must contact Human Resources and Risk Management by email, or via other written communication. The City will respond via email or other written document within a reasonable period of time to acknowledge the request. Before implementing a lactation accommodation, the City will request input from the employee and the employee's supervisor(s) regarding the anticipated timing of lactation break(s) and proposed location(s) for taking lactation breaks.

c. Following such a request, the City will provide written details to the employee regarding the terms of the lactation accommodation, which will include:

(i) Identification of a space, other than a bathroom, that is in close proximity to the employee's work area, is safe, clean, free of hazardous materials, and that is shielded from view and free from intrusion while the employee is expressing milk.

(A) The City will also ensure that the space contains a place to sit and a surface to place a breast pump and personal items and contains access to electricity or alternative devices (such as extension cords or charging stations) needed to operate an electric or battery-powered breast pump.

(B) If the designated space is a room that may also be used for purposes other than lactation, the City will ensure that the use of the room for expression of milk will take priority over other uses.

(ii) Identification of a sink with running water and a refrigerator (or other cooling device suitable for storing expressed milk) that are in close proximity to the employee's work area and that will be accessible for the employee's use.

SECTION 1.6 RECRUITMENT/SELECTION OF EMPLOYEES

All persons considered for employment with the City shall be qualified to perform the duties of the position for which they may be employed. No individual who has served as an elected or appointed member of a legislative body of the City will be considered for employment with the City unless that individual is no longer serving as an elected or appointed official of the City and a period of one year has passed since their service as an elected or appointed official terminated.

As set forth in greater detail below, all new employees may, depending upon the job applied for, be required to undergo fingerprinting, background check, medical and/or psychological exams, polygraphs, and pre-employment drug testing before reporting for work. All employees shall be required to sign an Oath of Office pursuant to State law.

All new employees must provide and maintain necessary documentation to prove identity and the right to work in the United States in accordance with Federal and State Immigration and Naturalization laws (per I-9 Form). Failure to provide such documentation will result in disqualification from selection and/or grounds for immediate termination.

These steps establish a procedure for all phases of the employment process for regular full time and regular part- time employees. The City Manager, or designee, will administer and coordinate the hiring process for all position vacancies to ensure compliance with contractual, legal and equal employment opportunity requirements. All such hiring efforts are conducted in the spirit of equal opportunity and non- discrimination.

All regular full-time and regular part-time City appointments and promotions shall be based on merit and fitness and will be determined by the results of any or all of the following testing procedures: written test, practical skills examination, and/or oral interview.

1.6.1 Internal Recruitment

The City Manager, or designee, may first consider recruitment from within the City. Recruiting from within the City is considered an internal recruitment and must be recommended by the Department Head and approved by the City Manager.

It is the policy of the City to recruit from within the City organization whenever feasible and consistent with the City's interests of developing and retaining talent. Electronic job-flyers will be prepared and disseminated to employees informing them of current openings, and qualified employees are encouraged to apply.

Full-time and part-time employees interested in internal opportunities shall follow the procedures below:

a. Employee(s) may submit a completed City Employment Application to Human Resources and Risk Management, by the position's stated closing date. A supplemental questionnaire may also be required, as noted on the electronic job flyer.

b. The Human Resources and Risk Management Director will notify the employee(s) if he/she will be interviewed or tested for the position.

c. After successfully completing the selection process, and upon the City Manager's approval, the selected employee(s) will be notified of their appointment to the position(s).

1.6.2 Open Recruitment

a. If an internal recruitment is not recommended or approved, the Human Resources and Risk Management Director, will seek candidates through a recruitment open to internal and external candidates.

The Human Resources and Risk Management Director will determine the best method for seeking candidates through open recruitment, including, but not limited to any of the following procedures: job announcements in print and online, mailing lists and/or advertisements through professional associations and related outreach.

1.6.3 Examination Process

Examinations shall be conducted to assist with the selection of qualified candidates. Test selection techniques will examine the qualifications of the candidates. Tests may include, but are not limited to, written tests, personal interviews, performance tests, physical agility tests, evaluation of daily work performance, work samples, or any combination of these. All examinations given will be job related and designed to determine a candidate's knowledge, skills, and abilities to perform the essential job functions.

Pre- employment physical, medical, psychological, drug and alcohol tests may be given as part of any examination if required for performing the essential job functions. Any such examinations will be performed only after a conditional offer of employment has been made.

The City Manager, or designee, will ensure that all examination results remain confidential and that reasonable accommodations are made in examinations for persons with disabilities under the ADA and/or FEHA, when needed.

1.6.4 Interview Process

The employment interview is a significant part of the selection process. The interviewer's function is to discover a candidate's knowledge, skills, and abilities to perform the essential job functions. Certain guidelines must be observed to ensure compliance with State and Federal laws and to maximize the reliability of the interview process.

Interview questions must be job-related and designed to measure a candidate's job knowledge, experience and education necessary to perform the essential job functions.

All interview panel members, if utilized by the City Manager, will be informed of the position responsibilities and requirements and each panel member must independently rate candidates using an objective measurement scale developed by the City.

Only the most highly rated candidate (s) will be considered for final evaluation and review.

1.6.5 Reference Check

Before an offer of employment is extended, the City shall conduct a reference check on any candidate. The purpose of the reference check is to verify prior employment duties, dates of employment, performance record, attendance record, and any other pertinent information.

1.6.6 Criminal Conviction History

Except as otherwise required by law, the City will only inquire about criminal conviction history after it has issued a conditional offer of employment. Applicants who receive a conditional offer of employment may be requested to be fingerprinted and/or undergo a background screening, as part of the examination process. Refusal of an applicant or employee to be fingerprinted, failure to report for fingerprinting or failure to provide such information as is necessary to conduct a background check will be sufficient cause for disqualification for employment or termination from employment.

1.6.7 Rejection

The City may reject an applicant, at any point in the recruitment or hiring process, under any of the following circumstances:

a. The applicant does not possess the minimum qualifications required for the position;

b. The applicant failed to submit a complete application;

c. The applicant has made any false statement, misrepresentation, or omission of any material fact, or who had practiced, or attempted to practice, any deception or fraud in the person's application;

d. The applicant has not signed the application under penalty of perjury;

e. The applicant did not submit the application in a timely manner;

f. The applicant has otherwise violated provisions of these Rules; or

g. The applicant has demonstrated other reasons which would indicate that the applicant is unfit for the position.

Applicants disqualified from further participation in the selection process will be promptly notified to permit submission of additional information provided that the time limit for receiving applications has not expired. Notice will be e-mailed to the last known e-mail address; it will be the applicant's responsibility to keep the applicant's current e-mail address on file. Whenever an application is rejected, Human Resources and Risk Management will e-mail notice of such rejection to the applicant.

In addition, applicants with the least desirable background or qualifications among a large number of applicants may be denied further participation in the selection process through an evaluation of their qualifications, thus providing a reasonable number of the best qualified candidates for consideration.

1.6.8 Candidate Notification

After references are verified and a decision to provide a conditional job offer is made, the City will notify the selected candidate, in writing, and make an employment offer, contingent upon passing required health screening as defined in Section 1.7 below and successful completion of a criminal history check as provided in Section 1.6.5 above, as may be applicable. Once the candidate successfully completes the medical examination and criminal history check, as may be applicable, all other candidates, if any, will be notified in writing that they were not selected for the position and that they will remain on the eligibility list for a one year period.

SECTION 1.7 MEDICAL EXAMINATIONS

Following a conditional offer of employment, prospective employees may be required to complete a job related pre-employment medical examination. The City may require that employees take a psychological and/or a medical examination, as it deems necessary in order to determine employees to be mentally and physically capable of performing the essential functions of the job. Conditional offers of employment are made contingent upon passing this medical examination, however, the City will make reasonable accommodations to the special needs of any disabled individual as required by law. A licensed health care provider chosen by the City will perform such examination without cost to the prospective employee. The prospective employee will be required to complete a medical history questionnaire and a medical records release as necessary to facilitate the examination. The health care provider will indicate the employee's fitness for employment on the examination form. Depending on the essential functions of a position, a medical examination may be required for:

a. Applicants who have received a conditional offer of employment;

b. Employees seeking a transfer from one position requiring general physical abilities to another position requiring physical abilities of a different nature;

c. Employees returning to work from a medical leave of absence. The physician conducting the medical examination will be supplied with a current job description indicating the essential functions of the position; or

d. When a supervisor observes or receives a reliable report of an employee's possible lack of fitness for duty. Observations and reports may be based on, but are not limited to, employee's own self-report of potential unfitness, dexterity, coordination, alertness, speech, vision acuity, concentration, response to criticism, interactions with the public, co-workers, and supervisors.

1.7.2 Confidentiality.

The results of all medical examinations will be kept confidential. Examination results for newly hired employees and employees transferring to another position will be kept in the employee's confidential medical file. No employee will hold any position in which the employee is not able to perform the essential functions of the job, with or without reasonable accommodation.

1.7.3 Regulatory Compliance.

Certain employees are subject to regulations issued by the Department of Transportation and/or the California Department of Motor Vehicles. All such employees must meet the standards set forth in those regulations as part of the hiring process and as part of continued employment.

SECTION 1.8 NEPOTISM AND CONSENSUAL ROMANTIC RELATIONSHIPS

1.8.1 Nepotism

a. Definitions:

(i) Applicant. A person who applies for a position at the City and is not a Current Employee.

(ii) Change of Status. A change in the legal status or personnel status of one or more Current Employees.

(A) Changes in legal status include but are not limited to marriage, divorce, separation, or any such change through which a Current Employee becomes a Family Member or ceases to be a Family Member of another Current Employee.

(B) Changes in personnel status include but are not limited to promotion, demotion, transfer, resignation, retirement or termination of a Current Employee who is a Family Member of another Current Employee.

(iii) Current Employee. A person who is presently a City employee, or an elected or appointed City official.

(iv) Direct Supervision. One or more of the following roles, undertaken on a regular, acting, overtime, or other basis shall constitute Direct Supervision:

(A) Occupying a position in an employee's line of supervision; or

(B) Functional supervision, such as a lead worker, crew leader, or shift supervisor; or

(C) Participating in personnel actions including, but not limited to, appointment, transfer, promotion, demotion, layoff, suspension, termination, assignments, approval of merit increases, evaluations, and grievance adjustments.

(v) Family Member. A spouse, domestic partner, parent, parent-in-law, step-parent, legal guardian, sister, step-sister, sister-in-law, brother, step-brother, brother-in-law, child, step-child, legal ward, daughter-in-law, son-in-law, grandchild, or grandparent.

(vi) Prohibited Conduct. Conduct by Family Members including, but not limited to, one or more of the following:

(A) Participation directly or indirectly in the recruitment or selection process for a position for which a Family Member is an Applicant.

(B) Direct Supervision of a Family Member that does not comply with limitations set forth in this policy;

(C) Conduct by one or more Family Members that has an adverse effect on supervision, safety, security or morale.

b. Applicants for Employment.

(i) Right to Apply. No qualified Applicant may be denied the right to file an application for employment and compete in the examination process. However, consistent with this policy, the City may reasonably regulate, condition, or prohibit the employment of an Applicant.

(ii) Disclosure of Relationship. Each Applicant is required to disclose the identity of any Family Member who is a Current Employee.

(iii) Review of Human Resources and Risk Management Director. For each Applicant who has a Family Member who is a Current Employee, the Human Resources and Risk Management Director shall assess whether any of the following circumstances exist:

(A) Business reasons of supervision, safety, security or morale warrant the City's refusal to place the Applicant under Direct Supervision by the Family Member; or

(B) Business reasons of supervision, security, or morale that involve potential conflicts of interest or other hazards that are greater for Family Members than for other employees, which warrant the City's refusal to permit employment of Family Members in the same department, division, or facility.

(iv) Decision of the Human Resources and Risk Management Director. If the Human Resources and Risk Management Director determines that either of the above circumstances exist, the Human Resources and Risk Management Director shall exercise his or her discretion to either reject the Applicant or consider the Applicant for employment in a position that does not present either of the above circumstances.

(A) Following examination, if the Applicant is successfully certified as eligible pursuant to Section 1.6.7, he or she may be employed in a position for which the Human Resources and Risk Management Director has determined that neither circumstance exists pursuant to Section 1.8.1.b.iii above.

(B) When an eligible Applicant is refused appointment by virtue of this section, his or her name shall remain on any employment list that has been created for openings in the same classification. For each opening, the Human Resources and Risk Management Director shall make a determination consistent with Section 1.8.1.b.iii above.

c. Guidelines for Current Employees.

(i) Employees shall report a Change of Status to the Human Resources and Risk Management Director within a reasonable time after the effective date of the Change of Status. Wherever feasible, Employees shall report a Change of Status in advance of the effective date.

(ii) Within thirty days from receipt of notice, the Human Resources and Risk Management Director shall undertake a case-by-case consideration and individualized assessment of the particular work situation to determine whether the Change of Status has the potential for creating an adverse impact on supervision, safety, security, or morale.

(A) The Human Resources and Risk Management Director shall consult with the affected Department Head to make a good faith effort to regulate, transfer, condition or assign duties in such a way as to minimize potential problems of supervision, safety, security, or morale.

(B) Notwithstanding the above provisions, the City retains the right to exercise its discretion to determine that the potential for creating an adverse impact on supervision, safety, security, or morale cannot be sufficiently minimized and to take further action as set forth in Section 1.8.1.d.ii below.

d. Monitoring by Department Head.

(i) Following a Change of Status or new hire of a Family Member, affected Department Heads shall reasonably monitor and regulate both Family Members' conduct and performance for a period of one year from the date of the Human Resources and Risk Management Director's determination. The Department Head shall document these actions. Successive Department Heads may re-visit such a determination at their discretion.

(ii) If the Department Head determines, subject to any applicable requirements of due process, that an employee has engaged in Prohibited Conduct, the Department Head shall re-visit the Human Resources and Risk Management Director's determination. Depending on the severity of the Prohibited Conduct, the Department Head may recommend that the Human Resources and Risk Management Director take one or more of the following additional measures:

(A) Transfer one of the Family Members to a similar position that would not be in violation of this policy. The transfer will be granted provided the Family Member qualifies and there is an opening to be filled. There can be no guarantee that the new position will be within the same classification or at the same salary level.

(B) If the situation cannot be resolved by transfer, one of the Family Members must separate from City employment. If one of the employees does not voluntarily resign, the employee with primary responsibility for the Prohibited Conduct will be discharged.

(iii) Department Heads who receive complaints from other employees that one or more Family Members has engaged in Prohibited Conduct shall respond in accordance with existing complaint and disciplinary procedures, where applicable.

(iv) Where situations exist prior to the effective date of this policy that may be in conflict with this policy , every effort shall be made to reasonably address the situation so as to avoid any future conflict.

e. Appeal of Human Resources and Risk Management Director Determination. Current Employees and Applicants affected by the application of this policy, may appeal the action to the Human Resources and Risk Management Director within ten days of the action. The Human Resources and Risk Management Director shall hear the individual's concerns and issue a written decision within 30 days of receipt of the individual's appeal. An individual who is dissatisfied with

the Human Resources and Risk Management Director's decision may appeal to the City Manager within five days of receipt of the Human Resources and Risk Management Director's decision. The City Manager shall hear the individual's concerns and issue a written decision within 30 days of the receipt of the individual's appeal. The decision of the City Manager is final, and no other appeal may be had unless the employee is entitled to further administrative appeal under other provisions of this Manual.

f. Employee Complaints. Employees who believe that they have been adversely affected by Prohibited Conduct by one or more Family Member should submit complaints to a Department Head or to the Human Resources and Risk Management Director.

g. Savings Clause. Should any provision of this policy, or any application thereof, be unlawful by virtue of any federal, state, or local laws and regulations, or by court decision, such provision shall be effective and implemented only to the extent permitted by such law, regulation or court decision, but in all other aspects, the provisions of this Article shall continue in full force and effect.

1.8.2 Consensual Romantic Relationships Between Employees

a. General. Consensual romantic or sexual relationships between City employees can lead to misunderstandings, complaints of favoritism, adverse effects on employee morale, and possible claims of sexual harassment during or after termination of the relationship. As a result, such relationships present existing or potential conflicts that adversely affect efficient operation of the City. Relationships that present an actual conflict under this Section are therefore prohibited.

b. Application. This section shall apply to all City employees, regardless of gender or sexual orientation, who have a romantic or sexual relationship with another City employee. The provisions of Section 1.8.1 regarding nepotism shall govern employees who marry or become domestic partners with another City employee.

c. Definition of Conflict. For purposes of this section, a conflict exists if business issues of supervision, safety, security, and/or morale would be impacted by a romantic or sexual relationship between two employees.

d. Supervisor's Duty to Report. If a romantic or sexual relationship exists between a Supervisor and another employee (including another Supervisor), the Supervisor shall promptly disclose the relationship to the Human Resources and Risk Management Director and request a determination as to whether the relationship presents a conflict. The disclosure must identify the names and positions of both employees. A Supervisor's failure to comply with this section shall be grounds for discipline up to and including termination.

e. Determination by Human Resources and Risk Management Director. Within five working days, the Human Resources and Risk Management Director shall issue a written determination as to whether the relationship presents a conflict, and is thereby prohibited. The Human Resources and Risk Management Director, in consultation with the City Manager, shall have exclusive discretion in making the determination.

f. Resolution of Conflicts. Subject to limitations imposed by the Municipal Code and applicable provisions of this Manual, the City Manager or designee will attempt in good faith to work with the Supervisor and the other employee to consider options to eliminate the conflict,

including removing the Supervisory authority that created the conflict, reassignment, transfer or voluntary demotion of a Supervisory employee, or where the City Manager or designee determines that modification of a Supervisor's assignment is not feasible, reassignment, transfer or voluntary demotion of a non-Supervisory employee. The City Manager or designee retains discretion to determine that the conflict may be resolved via voluntary resignation or termination only.

g. Prohibited On-Duty Conduct. All City employees are prohibited from engaging in intimate, physical, or other conduct in furtherance of a romantic or sexual relationship with another City employee at City facilities or assigned work locations, including off-site meetings, conferences, and similar activities. Such conduct is further prohibited during work hours. Moreover, upon termination of a sexual or romantic relationship with another City employee, employees are prohibited from engaging in behavior that adversely affects the working conditions of any City employee. In general, all employees are expected to observe appropriate standards of workplace conduct in their interactions with other City employees.

h. Complaints. Employees who believe that they have been adversely affected by romantic or sexual relationships between City employees should follow the complaint procedures provided under the City's Policy Against Harassment, Discrimination, and Retaliation. The complaint procedures are available to all employees regardless of their past or present participation in a romantic or sexual relationship with another City employee.

SECTION 1.9 PROBATION

The probationary period is an integral part of the employment process and provides the opportunity to observe the employee's work and assist the employee's adjustment to the new position. This section only applies to regular full-time and regular part-time classifications. This section does not apply to at-will management employees.

1.9.1 Duration

All regular employees shall serve probationary periods, and all newly hired employees will serve a minimum one-year probationary period. Employees promoted into a higher-level position shall serve a six-month promotional probationary period. Probationary periods may be extended in accordance with this Manual and as permissible by law.

1.9.2 Rejection of Probationer

When initially hired into a full-time position, every person hired by the City shall be considered probationary until either granted regular status by the City Manager, upon recommendation of the Department Head, or by default at the conclusion of one year. Probationary employees do not have property or vested rights to their position with the City and are considered at-will employees. During the probationary period, an employee may be rejected at any time by the City Manager without cause and without the right of appeal. Notification of rejection in writing shall be served on the probationer and a copy shall be filed with the Human Resources and Risk Management Office.

1.9.3 Extensions

a. Prior to the end of any probation period, the probation period may be extended by a maximum of twelve (12) additional months with the approval of the City Manager, or designee.

b. Periods of time off work during unpaid absences will automatically extend the probationary period by the number of days of the absence. Further, periods of time on paid leave exceeding 20 consecutive working days will extend the probationary period by a corresponding number of days.

c. The employee will be notified in writing of such an extension.

1.9.4 Rejection from Promotional Probation or Employee Initiated Transfer

Any employee rejected during the probationary period following a promotional appointment shall be reinstated to the position from which the employee was promoted if it remains vacant, unless:

a. Charges are filed and the employee is discharged in the manner provided in these rules for positions in the classified service;

b. No vacancy exists for the classification to which the employee would revert; or

c. No funding is available in the classification to which the employee would revert.

If there is no vacancy in the employee's prior position or a similar position or if no such position is funded, the employee may request to be placed on a reemployment list.

1.9.5 Probationary Period Following Demotion, Transfer, Reinstatement or Reemployment

a. Demotion. A new 12-month probationary period will be required following demotion, unless waived by the City Manager. When an employee demotes from one department to another department, a new probationary period will be served in the new department.

b. Transfer. A new 12-month probationary period will be required following transfer, unless waived by the City Manager. When an employee transfers from one department to another department, a new probationary period will be served in the new department.

c. Reinstatement. A new 12-month probationary period will be required upon reinstatement to a position, unless specifically waived in writing by the City Manager

d. Reemployment. Persons appointed to positions by reemployment must serve a new 6-month probationary period, unless the appointment is to the same class in the same department where the person previously successfully completed a probationary period.

SECTION 1.10 PERFORMANCE EVALUATION AND PERFORMANCE IMPROVEMENT PLANS

The purpose of the performance evaluation is to accurately assess the employee's overall job performance, and to set goals with the employee that further job knowledge and enhance skills and abilities. Performance Improvement Plans may be implemented based on the Department Head's sole discretion, are not disciplinary in nature, and aim to assist employees better perform their job duties.

1.10.1 Performance Evaluation

All regular full-time employees, regular part-time employees, and part-time employees will receive a comprehensive performance evaluation from their immediate supervisor annually. The

evaluation period may be extended if the employee takes time off work as follows: 1) unpaid absences will automatically extend the evaluation period by the number of days of the absence; and 2) paid leave exceeding twenty (20) consecutive working days will extend the evaluation period by a corresponding number of days. The employee will be notified in writing of such an extension.

Newly hired City employees, who are subject to a probationary period, may receive an optional performance evaluation during the probationary period, generally six (6) months after the hire date at the City Manager's sole discretion. In the event more than one (1) person supervises an employee, all supervisors are required to participate in the performance evaluation process. Except for the optional performance evaluation during the probationary period, employees may be eligible for a merit increase in conjunction with their annual performance review.

At-will management positions may receive an optional performance evaluation at the City Manager's discretion.

Performance evaluations will be prepared on a City performance evaluation form, discussed with the employee, and placed in the employee's personnel file where it can be examined by the employee at reasonable times upon request. An employee may receive additional performance appraisals from time to time whenever it is considered appropriate by the employee's supervisor(s). Employees will be required to submit their self-evaluation, accomplishments and goals to their supervisor, prior to the preparation of the performance evaluation.

An employee may file a written response to a performance evaluation, regardless of the overall rating, within thirty (30) working days, which will be placed with the evaluation in the employee's personnel file. The written response shall be prepared by the employee on their own time. City time and resources may not be used to prepare the written response. There is no requirement for management to respond in writing to the employee's written response. Performance evaluations provided under this section are not subject to appeal or grievance.

1.10.2 Performance Improvement Plans

An employee's Department Head, or designee, may place an employee on a Performance Improvement Plan ("PIP") to correct an employee's failure to meet departmental performance expectations on a consistent basis. The PIP is designed to clarify performance expectation for employees. It is a supplement to, not a replacement for, an employee's job description detailing the employee's job duties. A PIP will provide employees, among other things, with the following: 1) specific areas for improvement; 2) recommendations regarding strategies to improve the employee's job performance; 3) periodic evaluation of the employee's adherence to the PIP; and 4) timeline indicating the PIP's duration. At the conclusion of a PIP period, one of the following will occur: 1) the PIP will be concluded because the employee has successfully met the expectations; 2) the PIP will be extended; or 3) disciplinary action will be taken.

SECTION 1.11 OUTSIDE EMPLOYMENT, ACTIVITY, OR ENTERPRISE / CONFLICT OF INTEREST

As a public agency, the City must be particularly sensitive to real, potential, or perceived conflicts of interest. The City expects all employees to adhere to the highest ethical and professional standards. City employees are employed on the condition that employment with the City is their primary employment and that they shall not engage in any employment, activity or enterprise for compensation which is inconsistent, incompatible or in conflict with his/her duties, functions or

responsibilities as a City employee. The purpose of this policy is to establish guidelines for City employees regarding dual employment or outside activities that may conflict with City employment.

No City employee shall use his/her name as an employee of the City to seek benefit from any commercial or business enterprise. No employee shall approve or utilize the name, uniform or prestige of the City, or any City department, for any such purpose. Because of their knowledge and expertise, outside employment or other income opportunities may become available to City employees. If an employee is considering such an opportunity, he or she must fully disclose the employment opportunity to the City and to have it carefully reviewed to avoid conflict of interest. Failure to disclose outside employment or potential business opportunities that may create a conflict of interest is grounds for disciplinary action up to and including termination.

Employees shall notify the City Manager in writing if they are considering the following:

a. Simultaneous employment by any other employer;

b. Participation in an outside business on their own or with others; or

c. Involvement in any other outside activity where they receive any form or amount of compensation.

The City Manager or designee shall determine if a conflict exists. If a conflict of interest or scheduling problem exists, the City may terminate the employee's City employment unless the employee elects to resign from the other employment or outside activity.

An employee's outside employment, activity or enterprise may be prohibited if it:

a. Involves the use of City time, facilities, equipment and supplies, the badge, uniform prestige or influence of his/her City department or employment for private gain or advantage.

b. Involves receipt or acceptance by the employee of any money or other consideration from anyone other than the City for the performance of an act which the employee would be required or expected to render in the regular course or hours of his/her City employment or as a part of his/her duties as a City employee.

c. Involves the performance of an act in other than his/her capacity as a City employee which may later be subject directly or indirectly to the control, inspection, review or audit, or enforcement of any other employee to the department by which he/she is employed.

d. Involves such time demands as would render performance of his/her duties as a City employee less efficient.

Procedure for obtaining approval:

a. The employee shall request authorization of outside employment from the employee's Department Head, or designee by completing the Authorization for Outside Employment Form prior to entering into the requested outside employment.

b. The employee's Department Head, or designee shall authorize outside employment in accordance with this policy. In the event a request for outside employment is denied, written comments will be provided to the employee.

c. The employee's Department Head, or designee shall furnish the requesting employee a copy of the Authorization for Outside Employment indicating approval/denial and forward a copy to the employee's personnel file.

d. The employee may appeal the decision determining that the outside employment or activity is prohibited to the City Manager by submitting a written appeal to the City Manager within ten days of such determination. Failure of the employee to submit a timely written appeal shall waive the employee's right to such appeal. The written appeal shall include reasons that the employee believes the determination that the outside employment/activity is not prohibited under this policy.

e. Within ten days of receiving the employee's written appeal, the City Manager shall issue a decision either affirming or reversing the determination regarding the employee's outside employment/activity. The City Manager's decision shall be final and binding and not subject to any further appeal. An employee who continues outside employment/activity after a determination that such outside employment/activity is prohibited is subject to disciplinary action, including and up to termination of employment.

Every public employee who makes or influences governmental decisions is required to submit a Statement of Economic Interest, also known as the Form 700. The Form 700 provides transparency and ensures accountability. It provides necessary information to the public about an employee's personal financial interests to ensure that officials are making decisions in the best interest of the public and not enhancing their personal finances, and it serves as a reminder to the employee of potential conflicts of interest so the official can abstain from making or participating in governmental decisions that are deemed conflicts of interest. The City shall determine positions which fall under the above requirements and notify employees accordingly for submittal of initial and annual statements.

SECTION 1.12 TRAINING OF EMPLOYEES

1.12.1 Policy

a. Subject to Department Head approval, City employees are eligible to request specialized training such as conferences, seminars, special courses, etc. at the City's expense when job related, and where such training also provides a benefit to the City. Training programs may include lectures, courses, demonstrations, webinars, professional association sponsored meetings, or such other examples for the purpose of improving the effectiveness and increasing the knowledge of employees in the performance of their respective duties.

Participation and approval for training shall be at the Department Head's sole discretion and subject to the limitations of the City's budgeted resources. The City Manager, Department Heads, and Supervisors shall strive to ensure that employee training resources are distributed in an equitable manner, while taking into consideration the business necessity of the City for achieving various training needs. Costs associated with training may include registration, lodging, meals, and transportation, on a case- by-case basis. Means of transportation will be recommended and approved by the City Manager in accordance with the City's administrative policies on Travel and Reimbursement, as they may be amended from time to time.

1.12.2 Mandatory Training

Employees may be required to attend mandatory trainings periodically as determined by the City Manager.

SECTION 1.13 POLITICAL ACTIVITIES OF PUBLIC EMPLOYEES

The political activities of City employees are governed by the provisions of Government Code Section 3201, et. seq. In addition and pursuant to Section 3201, City employees are not permitted to participate in any political activity while in the uniform of his/her employment unless on official City business. Further, City employees are not permitted to conduct or engage in any political activity or purpose during those hours that he/she should be discharging the duties of his/her position.

SECTION 1.14 USE OF CAMERAS, VIDEO SURVEILLANCE, AND GPS SYSTEMS

The City utilizes video surveillance and camera systems in the workplace for business purposes including the safety and security of employees. Such cameras and video systems are located in open areas and lobbies. Employees do not have an expectation of privacy related to the City's use of these cameras and video surveillance.

The City also maintains GPS devices on all City vehicles. Employees do not have an expectation of privacy related to the City's use of these GPS devices.

SECTION 1.15 USE OF CITY TECHNOLOGICAL RESOURCES

City employees shall adhere to the City's administrative policy on Use of City Technological Resources, as such administrative policy may be amended from time to time.

SECTION 1.16 MANAGEMENT PREROGATIVES

The City retains, whether exercised or not, solely and exclusively, all express and inherent rights and authorities with respect to determining the level of, and the manner in which, the City's activities are conducted, managed and administered. These management rights include, but are not limited to the following:

a. The right and authority to schedule work and/or overtime work.

b. The right to direct work. An employee's job description does not restrict the type of work to which the employee can be assigned.

c. The right to discipline or to discharge employees, where applicable, subject to the procedures set forth in these Rules.

d. The right to determine assignments and to establish methods and processes by which assignments are performed.

e. The right to transfer employees within departments and to positions outside a department in a manner most advantageous to the City.

f. To evaluate employees and to schedule when an employee's performance evaluation will occur.

g. The right to determine the compensation and benefits that will be paid or provided to employees.

h. The right to make employment decisions.

SECTION 1.17 ACCEPTANCE OF GIFTS

Employees shall adhere to the Political Reform Act and Fair Political Practices Commission (FPPC) regulations with respect to the acceptance and reporting of gifts, and with the City's administrative policy on Ticket and Pass Distribution, as it may be amended from time to time.

Employees shall not accept compensation of any sort from anyone other than the City as consideration for the performance of an act which the employee would be required or expected to render in the regular course or hours of his/her City employment or as part of his/her duties as a City employee.

Employees who are designated under the Political Reform Act and the City's Conflict of Interest Code to provide an economic interest disclosure shall submit the required FPPC Form 700 upon entering office, annually, and upon exiting office, under the direction and coordination of the City Clerk, or designee.

SECTION 1.18 REMOTE WORK

The City maintains a stand-alone Remote Work Policy, employees should refer to the stand-alone policy for details regarding suitable remote work arrangements. As more detailed in the stand-alone policy, some positions are ineligible for remote work and are exclusively in-person.

SECTION 1.19 EMPLOYEE'S HOME ADDRESS AND STATUS OF DRIVER'S LICENSE – DUTY TO UPDATE

1.19.1 Home Address and Related Changes

All City employees shall notify Human Resources and Risk Management regarding any change in their home address, telephone number, email address, and emergency contact information.

1.19.2 Driver's License Changes

a. The possession of a valid California Driver's License may be a requirement for certain City employment positions. Convictions of certain offenses or administrative action by the Department of Motor Vehicles may restrict or prohibit an employee's ability to drive City vehicles or operate City equipment. Therefore, all employees who are required to drive a City vehicle or operate City equipment, shall promptly notify their supervisor, and the supervisor shall ensure that Human Resources and Risk Management is immediately updated on any change, temporary or permanent, in Driver's License status.

b. These changes will be reported in writing directly to Human Resources and Risk Management. The changes will be recorded in the employee's personnel file. .

c. Changes in Driver's License Status will be evaluated by the employee's department head on a case-by-case basis to determine whether the employee can fulfill the

essential duties of the position, as a result of a change involving temporary suspension or full revocation.

SECTION 1.20 PERSONAL APPEARANCE, GROOMING AND DRESS CODE

The appearance employees project to the public and others they come in contact with while at work directly reflects on the City. In the interest of presenting a professional image to the public, the City requires all employees to observe good habits of dress, grooming, and personal hygiene. Subject to the CROWN Act, and any other applicable law, employees must always maintain a professional image.

a. Non-uniformed employees are required to dress each day in business casual dress. Business casual wear is a style of dress which projects a professional, business-like image while still permitting employees to wear more casual and relaxed clothing. Business casual does not include play wear, leisure wear, or beach wear. Clothing and footwear should be clean and in good repair. It may not be faded, torn, frayed, or revealing.

(i) Examples of appropriate business casual wear include, but are not limited to, khaki, "Docker type", gabardine, or wool slacks; polo, collared, or short-sleeved dress shirts; twin sets; sweaters; casual dresses and skirts; and loafer, flat, or dress sandals.

(ii) Examples of inappropriate clothing include, but are not limited to, sweat pants, overalls, t-shirts (other than those provided by the City), sweatshirts (other than those provided by the City), halter tops, tops that are backless or have a low-cut neckline, any shirt with inappropriate language or artwork, athletic shorts, mini-skirts, clothing that is transparent or see-through; dresses with spaghetti straps, hats for in-office staff, or flip flops, including "crocs" or "slippers."

(iii) Upon the approval of an employee's Department Head, an employee may wear casual attire on a day other than a designated casual dress day, if the employee has been assigned a task that would be unsuited to business casual or formal business attire.

b. Formal Business Attire. Employees should always consider each day's activities when determining what to wear. If an employee is representing the City at a meeting (including City Council and Commission meetings), formal business attire should be worn.

c. Grooming. As part of the professional image presented to the public by the City, employees should appear for work in a clean, well-groomed manner.

d. Uniforms. Uniformed employees are expected to wear their uniforms when performing normal work activities, regardless of the time of day or day of the week. All uniforms are still expected to be clean and in good repair. Uniformed employees shall not wear their uniforms while off duty, except during brief stops to and from work and during breaks, such breaks and brief stops do not include time an employee spends running personal errands. Employees may be eligible for a uniform allowance depending on their job classification.

e. Tattoos. Employees may not display via tattoo, branding, or other form of body art ("collectively tattoo") any obscene or offensive images, phrases, or expressions (including profanity and nudity) during their work shift if such material is, or may become visible to others during the employee's work activities while on duty. Employees who have a tattoo, shall reasonably ensure that is not displayed in violation of this requirement by completely covering the

tattoo with a skin-toned patch, long-sleeved uniform shirt, or other material approved by their respective department head. Employees with tattoos that are not prohibited but which the employee chooses not to display, may use similar covering options. Purchase of optional or mandatory covering options may be an appropriate use of uniform allowance for eligible employees.

f. Safety. The City may impose additional restrictions on an employee's attire or grooming when there are safety concerns. Any such restrictions shall be issued in writing.

g. Exceptions. The City Manager may grant exceptions to this policy if requested by an employee as a reasonable accommodation on the grounds that the application of this policy would infringe on an employee's protected characteristics as set forth in Section 1.1 of this Manual, or any other legally protected status.

SECTION 1.21 NEWS MEDIA RELATIONS

From time-to-time, the City, its officials and employees are contacted by representatives of the news media, including press, radio and television. The ultimate authority and the individual responsible for the release of information to the media on behalf of the City is the City Manager. Any media requests for information on behalf of the City shall be referred to the City Manager or his or her designee. At no time shall a City employee make any comment or release any information to the media on behalf of the City without prior approval from the City Manager or his or her designee.

SECTION 1.22 ATTENDANCE AND PUNCTUALITY

a. Attendance. Employees shall be in attendance on time at their workstation or location. Employees will make every effort to schedule personal appointments outside their working hours. Employee adherence to the rules governing attendance, leaves of absence and tardiness will be reviewed and evaluated during the employee's annual performance evaluation. All supervisors will keep track of employee attendance records, which will be reported to Human Resources and Risk Management.

b. Tardiness. It is the responsibility of the employee to arrive at work on or before the assigned time each day. If for some reason beyond the control of the employee, it is not possible for the employee to come to work on time, arrangements in advance with the Department Head must be made at the earliest possible time. In no case will repeat tardiness be tolerated.

c. General Absences. Pre-authorized vacations, floating holidays, authorized compensatory time off, authorized paid/unpaid leaves of absence due to bona fide illness or injury, jury duty, bereavement, or other City leaves are the only types of absences permitted. All others will be considered a violation of this Manual.

d. Unauthorized Absences.

An employee who is absent for a full shift without authorization may be considered on an unauthorized leave of absence. An unauthorized leave of absence may be grounds for disciplinary action or a determination of job abandonment under these Rules.

SECTION 1.23 TOBACCO, E-CIGARETTE, VAPING POLICY

Employees shall not smoke, or use tobacco, e-cigarettes, or vape in any City facility or vehicle, or within twenty feet of any City facility, or while on duty in City uniforms. A violation of this policy shall result in disciplinary action.

SECTION 1.24 PERSONNEL RECORDS

1.24.1 Establishment

An employee's official personnel file will contain all records concerning personnel actions taken, including, but not limited to, performance evaluations, benefit enrollment forms, educational courses taken, and all employment related documents that give a complete employment history. The City Manager or designee shall keep personnel records confidential to the extent permitted by law. Personnel files may be viewed by the employee upon request. Employee medical information shall be kept in files separate from the official personnel file. Likewise, any grievances filed by an employee as well as documents reflecting a review of such grievances shall be maintained in separate confidential files.

1.24.2 Maintenance

Employees are required to inform the Human Resources and Risk Management Director, or designee, of any changes in name, address, telephone number, marital status, family status, beneficiary, or other information on file. This ensures that state and federal withholding statements, insurances and retirement records are correct. Employees may be liable for any costs incurred by the City as a result of inaccurate personnel information.

1.24.3 Release of Information Concerning City Personnel

To ensure personnel information is appropriately and accurately disseminated, the Human Resources and Risk Management Director, or designee will authenticate personnel reference checks and employment verifications, and confidentially handle financial inquires originating from banks, credit unions, etc. regarding current and past City employees. Responses to third party inquiries, including financial inquiries, will be released only upon written employee authorization.

1.24.4 Procedures for Release of Information

a. All outside inquiries and reference checks shall be in writing and shall be forwarded to the Human Resources and Risk Management Director, or designee for response. The Human Resources and Risk Management Director or designee may consult with the City Attorney as to the release of the requested information. All calls for reference checks should be referred to the Human Resources and Risk Management Director.

b. Financial information will be released only after a written request has been submitted to the Human Resources and Risk Management Director or designee by the entity requesting the information, and the employee has executed a written approval to release the requested information. The Human Resources and Risk Management Director, shall verify the authenticity of the written approval to release the requested information prior to releasing an employee's financial information.

c. The Human Resources and Risk Management Director or designee shall comply with applicable Federal and State laws regarding release of public employee information and shall consult with the City Attorney whenever there are questions concerning the release of an employee's information. Nothing in this section shall be construed as prohibiting the City from releasing information required by law, including but not limited to a subpoena or court order.

d. Any employee who receives a request for a personal reference by a former or current employee is required to forward that request to the Human Resources and Risk Management Director. Only the City Manager and the Human Resources and Risk Management Director or their designees are authorized to provide references for former or current employees on behalf of the City. No other employee is authorized to provide such written or verbal references or recommendations for former or current employees. Further, no other employee is authorized to respond to questions from persons outside the City about former or current employees regarding their work performance.

1.24.5 Employees with Access to Confidential Information

In performing their duties, employees may have access to confidential information, including employees' personnel files and the personal, financial and medical information of other City employees. In addition, some City employees will be involved in some communications with the City Attorney's Office which can be protected by the Attorney-Client privilege. Employees with such access are required to keep such information confidential.

1.24.6 Personnel/Payroll Files – Right to Inspect

a. California law provides that current and former employees (or a representative) have the right to inspect and receive a copy of the personnel files and records that relate to the employee's performance or to any grievance concerning the employee.

b. Inspections shall be allowed at reasonable times and intervals, but not later than 30 calendar days from the date the City receives a written request. Upon a written request from a current or former employee, or a representative, the City shall provide a copy of the personnel records, at a charge not to exceed the actual cost of reproduction, not less than 30 calendar days from the date the City receives the request.

c. To facilitate the inspection, the City shall (1) maintain a copy of each employee's personnel records for a period of not less than three years after termination of employment, (2) make a current employee's personnel records available for inspection, and if requested by the employee or representative, provide a copy at the place where the employee reports to work, or at another location agreeable to the employer and the requester. If the employee is required to inspect or receive a copy at a location other than the place where he or she reports to work, no loss of compensation to the employee is permitted, (3) make a former employee's personnel records available for inspection, and if requested by the employee or representative, provide a copy at the location where the employer stores the records, unless the parties mutually agree in writing to a different location. The City is not required to make those personnel records or a copy available at a time when the employee is actually required to render service to the employer, if the requester is the employee.

d. The City shall take reasonable steps to verify the identity of a current or former employee or an authorized representative. Prior to making records available for inspection or providing a copy of those records, the City may redact the name, or any other personally identifying information of any other employee contained in the subject employee's personnel files.

e. The right to inspect personnel files and records does not apply to records relating to the investigation of a possible criminal offense, letters of reference, or ratings, reports, or records that (a) were obtained prior to the employee's employment,

f. were prepared by identifiable examination committee members, or (c) were obtained in connection with a promotional exam.

g. The City shall permit current and former employees to inspect or copy payroll records pertaining to that current or former employee.

CHAPTER 2 – CLASSIFICATION AND COMPENSATION

SECTION 2.1 EMPLOYEE CLASSIFICATIONS/AUTHORIZED POSITIONS

Authorized full-time and part-time positions, with classification titles and pay ranges specified, shall be established from time to time upon adoption of a resolution by the City Council. The job descriptions for such positions shall be approved by the City Manager or his or her designee and revised as deemed necessary or desirable. Unless otherwise stated, the following definitions shall apply for purposes of Authorized Positions under this Manual:

a. Regular Full-time Employee: A full-time non-management employee who is appointed to a position for a six-month or longer term, who has successfully completed his or her probationary period in their position in the classified service and is occupying a classified position established on a continuing basis, and is employed to work at least 2080 hours per year on a regular schedule, and is eligible for the City's retirement program and full benefits. Such positions are designated as "general" on the City's adopted Salary Schedule.

b. Regular Part-time Employee: A part-time non-management employee who is appointed to a position for a six-month or longer term, who has successfully completed his or her probationary period in their position in the classified service and is occupying a classified position established on a continuing basis, and is employed to work a minimum of 30 hours per week, and less than 2080 hours per year, and is eligible for the City's retirement program and half the benefits of a regular full-time employee. Such positions are designated as "general" on the City's adopted Salary Schedule.

c. Temporary Part-time Employee: A part-time non-management employee who is employed to work 29 hours per week or less. Such positions are designated as "part-time" on the City's adopted Salary Schedule. Employees hired in this category are excluded from receiving benefits, except as otherwise expressly provided under this Manual or as required by law, and serve at the will of the City Manager. Those temporary part-time employees who are assigned such hours that result in an accumulation of 1,000 hours within the fiscal year, shall become eligible for participation in the City's retirement program. Paid Interns shall be included in this category, as well as temporary or seasonal employees.

d. Probationary Employee: Every new employee in a regular full-time or part-time position shall serve a probationary period of twelve (12) months, exclusive of time off for leaves of absence as hereinafter permitted. The probationary employee will be evaluated periodically during the probationary period and is subject to dismissal, with or without cause, at the discretion of the City Manager. The termination can be exercised at any time during the probationary period. Effective on the first day following completion of the probationary period, if the employee's performance has been satisfactory and the City Manager approves his/her retention, the employee shall be considered thereafter a full-time or part-time regular employee of the city. Probationary employees are also deemed "Disaster Service Workers" per Section 2.1.i. below.

e. Exempt Employee: An employee who is exempt from the overtime provisions under applicable law.

f. Non-Exempt Employee: An employee who is covered by the overtime provisions under applicable law.

g. "At-Will" Employee: A full-time management employee who is not included in the classified service. Such positions are designated as "management" on the City's adopted Salary Schedule. Employees who are hired pursuant to Federal/State/County/Regional agency funding assisted programs are at-will employees and subject to termination when program funding terminates. An "at-will" employee may be dismissed by the City Manager at any time with or without reason and without prior notice or right of appeal. While many sections of this Manual apply to "at-will" employees, others shall not, and inclusion of those sections does not change the status of "at-will" employees. Nothing in this Manual or in any document or statement shall limit the right to terminate an "at-will" employee without prior notice, without any reason, and without a right to appeal the termination decision.

h. Volunteer/Unpaid Interns: An individual who accepts an unpaid position with the City to perform specific tasks. A volunteer or unpaid intern is not an employee, and can be released at any time and for any reason without the right of appeal.

i. Disaster Service Workers: The protection of the health and safety, and preservation of lives and property of the citizens of the City of Eastvale from the effects of natural, manmade, or war-caused emergencies which result in conditions of disaster or in extreme peril to life, property and resources is of paramount City importance requiring the responsible efforts of public and private agencies and individual citizens. In furtherance of the exercise of the power of the City in protection of its citizens and resources, ALL City employees are hereby declared to be Disaster Service Workers subject to such disaster service activities as may be assigned to them by their superiors or by law.

SECTION 2.2 WORKWEEK AND SCHEDULES

2.2.1 General Policy

a. The City's standard workweek for all employees begins at 12:00 a.m. each Monday and ends at the following Sunday at 11:59 p.m. The City may establish additional standard workweek schedules to accommodate other unique circumstances.

b. City Hall's normal operating hours are 7:30 a.m. to 5:30 p.m., Monday through Thursday. City Hall is closed every Friday.

c. Depending on City requirements, some employees may be required to work different schedules, which may include working outside of City Hall's normal operating hours. Each employee's scheduled hours of work will be determined based on staffing requirements to meet the needs of the City and our business objectives. Therefore, the City reserves the right to schedule employees to work an earlier or later schedule.

d. Variations in work schedules may be approved by the City Manager, however, must be requested and approved in writing prior to the employee making any changes to their schedule. Such requests will be evaluated as to their impact on the needs of the City, and to ensure appropriate and adequate staff coverage, in considering the request for a modified schedule.

e. The City reserves the right to change an employee's work schedule to meet the needs of the City.

2.2.2 Full-time Exempt (Salaried) Employees Work Schedule

Exempt (salaried) employees are generally expected to maintain the same work schedule and office hours as non-exempt employees unless pre-authorized by the employees' pertinent Department Head. The City will consider the need for exempt employees to have some flexibility in the work schedule, to the extent that exempt employees demonstrate that they are meeting the requirements of their position (including any supervisory obligations), and that a minimum of forty (40) hours per week is achieved, which shall include use of approved leaves from time banks (e.g. sick leave, vacation leave, etc.). Variances in the employee's regular schedule must be discussed and approved in advance by the pertinent Department Head. In all cases, the business needs of the City and its residents must be a top priority. Any perceived abuse of the City's flexibility, and/or failure of the exempt employee to fully perform their job duties or to fulfill the required forty (40) hours will result in the loss of privilege for flexibility. Exempt employees shall not receive less than forty (40) hours per week compensation as salaried employees, except as permitted by law. Such instances should be discussed with the Human Resources and Risk Management Director for appropriate review and handling.

Exempt employees shall work extra hours as needed to perform their duties, to attend special events, and/or to attend meetings after hours as required by the pertinent Department Head. Exempt employees receive leave in recognition of the extra hours they are expected to work.

2.2.3 Regular Full-time Non-Exempt (Hourly) Employees Work Schedule

All full-time non-exempt (hourly) employees shall work one of the following assigned shifts: 1) 7:30 a.m. – 6:00 p.m. with an unpaid thirty-minute (30) meal period; 2) 7:00 a.m. – 5:30 p.m. with an unpaid thirty (30) minute meal period; or 3) 7:00 a.m. – 6:00 p.m. with an unpaid one (1) hour meal period. Other variations may be authorized by the pertinent Department Head on a case-by-case basis, subject to City Manager approval.

2.2.4 Part-time Non-Exempt (Hourly) Employees Work Schedule

All part-time non-exempt (hourly) employees shall work designated hours as established by their supervisors and department heads, and shall be eligible for rest and meal breaks consistent with the rules for full-time non-exempt employees.

2.2.5 Make-up Time for Non-Exempt (Hourly) Employees

a. Make-up time is available for all regular full-time, regular part-time, and temporary part-time employees who are paid on an hourly basis (non-exempt, as defined under section 2.1(f) above).

b. The City does not require employees to work make up time. Make-up time allows a non-exempt employee to voluntarily request time off for a personal obligation and to make up the time on another day in the same workweek.

c. Notwithstanding the foregoing, non-exempt employees will be paid overtime when more than forty (40) hours are worked in a workweek. Sick leave, vacation leave, holidays, or other leaves are not hours worked and shall not be counted towards the calculation of overtime.

d. Requests must be submitted in writing to the employee's immediate supervisor. The employee's immediate supervisor will review the employee's request and discuss with the

Department Head. The request must be approved in advance by the employee's supervisor and Department Head prior to performing any make- up time. Please note that the City cannot guarantee make-up time will be approved or provided.

e. Advance notice is required in order that the City may plan for work coverage. Employees are required to provide the City with seventy-two (72) hours' notice, except in the case of emergencies. Same-day requests are discouraged, and will be considered on a case-by-case basis and in emergency situations.

f. Any perceived abuse of the City's flexibility (e.g. failure to provide advance notice on a recurring basis) will result in denial of make-up time request.

2.2.6 Special Events, City Council Meetings, and Commission Meetings

All employees may be required to work special events i.e. EEK!Vale, Miracle Holiday Event, National Night Out, and other similar events, and may be required to attend City Council, Commission and/or other meetings. Compensation for such hours worked shall be provided consistent with this Manual as required by law. Notwithstanding any other provision in this Manual, non-exempt employees working special events will be paid at 1.5x their regular rate of pay for working such special events during a workweek where an observed holiday occurs, the employee receives holiday pay for such observed holiday, and the employee's holiday hours and total hours worked exceed forty (40) hours for such workweek. For the purpose of this Manual "special events" does not include City Council and Commission meetings.

SECTION 2.3 PAYROLL PROCESSING

2.3.1 General Information

The City processes payroll on a bi-weekly basis with twenty-six (26) pay periods in each calendar year. Payday will be the Thursday following the close of the pay period and is paid on Thursday by direct deposit.

2.3.2 New Hires and Employee Changes

Human Resources and Risk Management provides all applicable new hire personnel forms to each new employee, and prepares the Personnel Action Form (PAF) for all newly hired employees. Personnel Action Forms are also required for any employee changes including, but not limited to, position change, salary increase, benefit change, etc. The Personnel Action Form identifies programs and account numbers the employee's time will be charged to and must be approved by the City Manager, Finance Director, Human Resources & Risk Management Director, and Department Head. Human Resources and Risk Management enters new employee data into the payroll system. The Human Resources and Risk Management Director, reviews the entries for completeness and accuracy.

2.3.3 Time Sheets

a. All Non-Exempt Employees:

(i) All-time records, including time sheets, represent legal documents that are used to accurately record working time and to compensate employees properly. All non-exempt employees shall record accurately all exact time worked.

(ii) To ensure the accuracy of all-time records, non-exempt employees will input their own time into the electronic timesheet system and acknowledge that they recorded all hours worked accurately, received all rest and meal periods as required under this Manual, and reported any injuries or on the job illnesses to their supervisor.

(iii) Non-exempt employees must ensure that the time sheets are submitted on the day and prior to the cut-off time designated by the City.

(iv) Under no circumstances shall a Supervisor or employee input time on behalf of another employee. Limited exceptions to this may be granted by Human Resources and Risk Management in the case of an emergency or absence. Where so authorized, employees may instead provide their time sheet information via written/email communication.

b. Exempt Employees: All exempt (salaried) employees must complete time sheets in order to record regular time worked and exception hours (e.g. sick leave, vacation, etc.).

c. Supervisors:

(i) Supervisors shall review and address potential issues in time entries. Supervisors shall approve each time sheet via the electronic timesheet system, attesting to the completion of such review and that the time recorded reflects all work performed by the employee of which the supervisor was reasonably aware.

(A) To carry out this duty, supervisors are responsible for daily monitoring of the following for non-exempt employees:

- Start time for each workday;
- Start time for each meal period;
- End time for each meal period;
- End time for each workday;
- Whether a meal period is taken (if no meal period is taken, this must be stated);
- All actual time taken as paid leave; and
- Any additional time during which work is performed, including work performed outside the regular shift.

2.3.4 Deductions

Any benefit or insurance deductions associated with payroll will be withheld from the first and second paycheck of each month. Cafeteria cash outs will be paid in two equal payments on the first and second paycheck of each month. With bi-weekly pay periods, there are two (2) months during the year that a third paycheck will be received. There will not be any benefit/insurance deductions taken on the third paycheck of a month.

2.3.5 Issuance of Paychecks

After all entries have been verified and applicable corrections made, payroll checks are processed. The paychecks are scanned and kept in a secure location until payday. Human Resources and Risk Management distributes pay stubs to all employees on pay day.

2.3.6 Final Payment upon Separation of Employment

Human Resources and Risk Management prepares and processes the final paycheck including payoff for unused accrued vacation and any other vested leave with a provision for cash payout at termination under this Manual. After receipt of the approved Personnel Action Form and approved time sheet, the City Manager reviews the calculations and proof list before providing approval for issuing an employee's final paycheck.

SECTION 2.4 REST AND MEAL PERIODS – NON-EXEMPT (HOURLY) EMPLOYEES

a. Employees whose total daily work time is at least 3.5 hours must take a mandatory paid rest period of fifteen (15) minutes. A fifteen (15) minute rest period is mandatory for every four (4) hours worked, or "major fraction thereof." As much as practicable, the rest break should be taken in the middle of the work period.

b. Employees who work more than five (5) hours must take an unpaid, off-duty meal period of at least thirty (30) minutes.

c. Employees who work more than ten (10) hours are entitled to a second unpaid meal break.

In the event that an employee cannot be completely relieved of all duties during a meal break, the employee will be paid during the meal break, and such time shall constitute hours worked.

d. Employees should refrain from taking rest and meal breaks at their desks to ensure that a bona fide, uninterrupted rest and meal break has been taken.

e. Rest breaks are treated as hours worked, and are paid as time worked.

f. Rest and meal breaks may not be saved or used at another time or to make up a late arrival, or to shorten the workday. Rest breaks shall not be combined with meal periods to provide an extended meal period.

g. Rest and meal breaks may not be taken within one (1) hour of starting time, or quitting time unless special circumstances make this desirable, and in which case prior approval shall be obtained from the employee's immediate supervisor.

h. Non-exempt employees must accurately record each meal period on the timecard. Each meal break must be at least 30 minutes long.

i. Supervisors are responsible for ensuring that employees are provided the opportunity for rest and meal breaks in accordance with these rules. Supervisors are also responsible for scheduling meal and rest breaks to provide for appropriate coverage of work.

SECTION 2.5 OVERTIME COMPENSATION/COMPENSATORY TIME OFF

Non-exempt (hourly) employees who work more than forty (40) hours in a workweek shall be compensated at the rate of one and one-half (1.5) times the employee's regular rate of pay, either as paid time at one and one-half (1.5) times the regular rate of pay or as compensatory time off accrued at the rate of one and one-half (1.5) times the regular rate of pay for all hours worked in excess of forty (40) in any workweek. For the purposes of this policy, holidays, sick leave usage,

vacation leave usage, jury duty leave and other pre- scheduled time off shall not be considered work time, towards the calculation of overtime. Non-exempt employees may not "volunteer" work time to perform duties that are the same or similar as their stated or regular job duties.

The following provisions apply to Compensatory Time Off (CTO):

a. Non-exempt employees may choose to be compensated for overtime work through compensatory time off (CTO) at the rate of one and one-half hours CTO per overtime hour worked, instead of receiving cash payment. The decision to receive overtime pay or CTO credit must be made at the end of the workweek in which the overtime is worked, at the employee's option, provided that the employee has not accrued the maximum CTO allowed under this policy and subject to approval by the Department Head and/or City Manager or designee.

b. Employees may accrue CTO up to a maximum of 120 (equivalent to 80 hours of worked overtime). If an employee reaches this maximum limit they will be paid for all overtime worked until the CTO balance has been reduced below 120 hours.

c. Employees who request to use accrued CTO will be permitted to use the CTO within a reasonable period after making the request so long as the use of CTO does not unduly disrupt the operations of the City as determined by the Department Head. Employees may not be forced to use compensatory time already held, but may be encouraged to reduce the amount of accrued hours.

d. Except as otherwise provided in subparagraph (e), Employees may not convert unused CTO to cash-out pay except at termination of employment or upon change in eligibility for CTO accrual. Unused CTO shall be paid out at the rate of pay required by the Fair Labor Standards Act ("FLSA"). The rate of pay required by the FLSA is the higher of (i) the average regular rate received by the employee during the last 3 years of employment, or (ii) the final regular rate received by the employee.

e. The City will convert unused CTO to cash-out for all employees with unused CTO in their CTO balance, on the first pay period of each November. Unused CTO shall be paid out at the rate of pay required by the Fair Labor Standards Act ("FLSA"). The rate of pay required by the FLSA is the higher of (i) the average regular rate received by the employee during the last 3 years of employment, or (ii) the final regular rate received by the employee

SECTION 2.6 BI-LINGUAL PAY

Regular full-time and regular part time employees who are certified as bi-lingual by the City in accordance with these provisions and who are routinely and consistently assigned to provide bi-lingual services in positions requiring communication skills in languages other than English are eligible for bilingual pay. Bi-lingual pay may be suspended for employees who are on a leave of absence from the City. The City may pro-rate the employee's bi-lingual pay based on the length of the leave of absence.

Eligible regular full-time employees may receive an additional $150.00 per month for bi-lingual services, and eligible regular part-time employees may receive an additional $75.00 per month. The City Manager will be the final authority to determine which positions are eligible to receive bi-lingual pay, to assign and approve bi-lingual pay, and to remove bi-lingual pay from employees based on business necessity. Each Department Head will be able to provide recommendations to the City Manager regarding the languages needed and the total number of staff to provide

services to the public. Employees being considered for bi-lingual services shall be required to pass a bi-lingual proficiency test for both speaking and writing skills. Human Resources and Risk Management will arrange for the testing, as required. Employees who pass the tests, and are considered certified, shall receive their bi-lingual pay effective the pay period following certification.

To the extent permitted by law, the value of the compensation for bi-lingual pay is considered special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) (for Classic Members) or Title 2 CCR Section 571.1(b)(3) (for New Members) – Special Assignment Pay. Bi-lingual pay shall be reported to CalPERS periodically when earned, on a per pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said bi-lingual pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

SECTION 2.7 TEMPORARY ASSIGNMENTS

Employees may be temporarily assigned higher or lower duties without a change in pay and such action shall not be deemed as a transfer, demotion, promotion, or reclassification. In all cases where periodic or regular variations in assignments occur because of seasonal or operational needs, the nature of the duties, the work schedule or a position from which the incumbent is on extended leave of absence, such variations shall be considered as incidental to the position.

2.7.1 Acting Assignment to Higher Position

Acting appointments may be used to fill positions that are vacant or that are temporarily vacant, such as when an employee is on an extended leave of absence.

a. Whenever the needs of the City require an employee to temporarily perform the duties of a higher classification than that in which the employee is currently employed for a period of more than twelve (12) consecutive working days, the employee shall receive the salary rate of the higher class in which the employee is performing the required duties. In such cases, the employee shall be paid at an appropriate step of the current salary schedule of the higher classification which will assure an increase of not less than 5% greater than the salary of the employee's current position, but in no case shall such salary exceed the top salary step of the higher classification. The higher salary rate payable shall commence on the thirteenth working day following the temporary reassignment to the performance of duties of the higher classification. The requirement for the performance of duties of the higher classification shall be placed in writing by the City Manager, or the City Manager's designee, following recommendation by the affected Department Head. No employee shall be required to perform any of the duties of a higher classification unless that employee is deemed to possess the minimum qualification of the higher classification by the City Manager, or the City Manager's designee, as recommended by the affected Department Head.

b. The employee assigned to perform the duties of a higher classification shall not serve for more than ninety (90) working days in a higher classification whenever a vacancy exists without the announcement by the City Manager, or the City Manager's designee, of an approved examination as otherwise provided in this Manual. In no case shall an employee serve more than 960 hours in a fiscal year or six (6) total months, whichever comes first, in a higher classification without successfully passing the examination.

c. An employee appointed in an acting capacity shall be eligible to receive performance increases in the permanent position during the acting appointment but shall not be

entitled to performance increases in the position which the employee holds in an acting capacity. If successful in being promoted, the period of time of service in the higher classification shall be credited for the promoted employee toward the required period of probation for the higher classification as otherwise required in these rules.

d. The City Manager, or the City Manager's designee, shall obtain the employee's written consent for the temporary performance of any of the duties of the higher classification beyond a period of twelve (12) working days, prior to an employee assuming or continuing the duties and compensation of a higher classification, which consent shall clearly state that it is understood that employee's salary rate will revert to the salary rate in the employee's permanent position upon the expiration of the need for the performance of the duties of the higher classification.

SECTION 2.8 CALL BACK PAY

Call back duty occurs when a non-exempt employee is ordered to return to duty on a non-regularly scheduled work shift. Call back does not occur when an employee is held over from his/her prior shift or is working prior to his/her regularly scheduled shift. An employee called back to duty shall be credited with a minimum of two (2) hours work commencing at the time of the call or contact. Any call back lasting two (2) hours or less shall result in a credit for two (2) hours worked. A subsequent call received during a call back shall not result in an additional two (2) hours minimum call back pay, but shall be paid as actual time worked. Notwithstanding any other provision in this Manual, call back hours will be paid at 1.5x the employee's regular rate of pay during a workweek where an observed holiday occurs, the employee receives holiday pay for such observed holiday, and the employee's holiday hours and total hours worked exceed forty (40) hours for such workweek.

SECTION 2.9 ON CALL (STANDBY) PAY

Non-exempt (hourly) employees may be assigned to twenty-four (24) hours on call duty on a week- end, holiday or non-scheduled work day, or on call duty between regularly scheduled work shifts, requiring the employee to respond to emergency calls. Response to emergency calls shall occur within sixty (60) minutes from the time the employee receives the communication. Response calls may require the employee to report back to work.

An employee serving on-call under this section shall receive two hours of the employee's regular rate of pay per on-call assignment, regardless of the on-call assignment duration. Said compensation is exclusive of any other compensation that may be provided for time worked. Non-working on-call hours shall not count as hours worked, however, compensation for such hours shall count towards calculating the employee's regular rate of pay. Notwithstanding the foregoing, an employee serving on-call during a workweek where an observed holiday occurs and the employee receives holiday pay for such observed holiday, will receive two hours paid at 1.5x the employee's regular rate of pay per on-call assignment, regardless of the on-call assignment duration.

SECTION 2.10 AUTOMOBILE ALLOWANCE

The City Manager may approve an automobile allowance, not to exceed $400 per month, for select Department Heads and management employees as determined appropriate by the City Manager. There is no right to an automobile allowance and the City Manager may reduce or eliminate a previously approved automobile allowance at any time. Department Heads and

management employees who receive an automobile allowance shall do so in lieu of receiving a mileage reimbursement from the City for use of their personal vehicle for City-related travel.

SECTION 2.11 PHONE ALLOWANCE

The City Manager shall designate those positions requiring either the issuance of a cell phone for the conduct of City business, or the provision of a cell phone allowance in the amount of $40 per month, when designated employees use their own phone.

SECTION 2.12 SALARY AND WAGE SCHEDULES

The salary and wage schedule for authorized full-time and part-time positions shall be established from time to time upon adoption of a resolution by the City Council.

The City complies with all applicable state and federal laws regarding equal pay. Compensation to employees shall be based upon job classification and defined factors including education, training, experience, consequence of action, essential functions/duties and responsibilities, judgment/decision-making, and supervision received and exercised. In all cases, wages shall not be based on factors prohibited by law.

SECTION 2.13 ADVANCEMENT WITHIN THE SCHEDULE

2.13.1 Merit Increases

The City Manager may authorize merit-based salary increases within the authorized salary range based on an employee's ability, proficiency, and performance. The annual merit increase will be determined at the City Manager's sole discretion, however, generally, such merit increase will be up to 5%. In cases of extraordinary performance, the City Manager may approve a maximum merit increase of up to 10%. Employees who receive a performance rating of "needs improvement" or lower will not be eligible for a merit increase for the rating period. If, in the Department Head's sole discretion, the employee demonstrates sustained improvement, the Department Head may prepare an interim performance evaluation and recommend a salary increase to the City Manager.

2.13.2 Special Merit Increases

The City Manager, upon recommendation from a Department Head, may approve a Special Merit Increase for an eligible employee. Department Heads shall discuss such instances with the City Manager and prepare a memorandum to document superior, outstanding and meritorious performance warranting such special monetary recognition. Such increases shall not exceed 5% and are subject to the approval of the City Manager. Special Merit Increases shall typically occur outside the employee's normal rating period. An employee receiving a Special Merit Increase shall remain eligible for their normal merit increase at the prescribed evaluation period. Special Merit Increases shall be *rare exceptions*, not the rule, and may not exceed the maximum of the established salary range.

SECTION 2.14 CHANGES IN EMPLOYMENT STATUS

2.14.1 Transfer

The City Manager, may, at any time, transfer an employee from one position to another position in the same or comparable class. A comparable class is one with essentially the same maximum salary limits, involves the performance of similar duties, and requires substantially the same basic qualifications. Transfer shall not be used to effectuate a promotion, demotion, advancement, or reduction, each of which may be accomplished only as provided in this Manual. No person shall be transferred to a position for which he/she does not possess the minimum qualifications.

2.14.2 Promotion

A promotion is the appointment of an employee from one classification to a classification having a higher base salary range.

A current employee selected for promotion following an open recruitment, as provided in section 1.6.2 above, may negotiate a competitive salary following promotion. An employee promoted following an open recruitment will at least receive the entrance rate of the new range or a five percent (5%) increase in salary, whichever is greater. Under no circumstance will a promoted employee be advanced above the final step of the higher base salary range.

Employees selected for promotion following an internal recruitment, as provided in section 1.6.1 above, shall receive the entrance rate of the new range or a five percent (5%) increase in salary, whichever is greater.

The promotion effective date shall be the first day of the pay period following the approval of the appointment.

2.14.3 Reclassification

An employee whose position has been reclassified from one class to another class, which has a higher base salary range, shall be placed at the entrance point of the new range or at a step within the range that is not less than 5% and not more than 10% increase in salary. Ensuing merit increases will be due one (1) year from the date of the adopted reclassification. Reclassified employees are not required to serve a probationary period.

2.14.4 Demotion

A demotion is the appointment of an employee from one classification to a classification having a lower maximum rate of pay.

a. An employee demoted for disciplinary reasons shall be placed on the same step within the base salary range of the class to which demoted.

b. A promotional probationary employee who is returned to former classification during the probationary period shall be placed on the same step within the base salary range or the former classification that the employee was on at time of promotion. No credit shall be granted for time spent at the promoted level for next step advance due date.

c. An employee demoted for non-disciplinary reasons shall be retained at the same salary rate, provided that the salary rate does not exceed the maximum of the salary range of the demoted class. With the approval of the City Manager, the employee may be "Y-rated" (rate of pay is frozen at the rate of pay immediately prior to the demotion). The rate of pay of an employee that is Y-rated will not change until the employee's classification salary scale and step equals or exceeds their Y-rated level.

d. An employee who voluntarily demotes from one classification to a classification with a lower maximum salary range shall be placed within the new salary range.

2.14.5 Suspension

The City Manager may suspend, and approve the recommendation of a Department Head, to suspend an employee at any time for just cause, in accordance with Chapter 5 of this Manual.

2.14.6 Reinstatement

With the approval of the City Manager, a regular employee who has resigned with a good record may be reinstated within one (1) year to his/her former position, if vacant, or to a vacant position in the same, comparable, or lesser class provided he/she possesses the minimum qualifications for the position.

Reinstated employees do not retain any benefits or rights previously earned by virtue of his/her former employment unless approved by the City Manager. The employee will be appointed as a new employee and serve a new probationary period, unless specifically waived in writing by the City Manager. No credit for former employment shall be granted in computing salary, vacation, or other benefits except on the specific recommendation of the City Manager at the time of reinstatement unless otherwise required by law. The employee shall have a new hire date that is applicable to all benefits, including retirement and retirement health benefits, unless otherwise required by law.

SECTION 2.15 TRAVEL EXPENSES

The City's administrative policies on Travel and Reimbursement, as they may be amended from time to time, shall serve to provide policy related to this topic.

SECTION 2.16 EDUCATIONAL EXPENSE REIMBURSEMENT

The City will provide all employees with educational expense reimbursement for courses which relate to their job duties or the completion of a degree in a field related to City operations, subject to City Manager approval, at the City Manager's sole discretion. An employee may be reimbursed for up to $2,500 per fiscal year, not to exceed a cumulative total of $10,000 for full-time employees and $5,000 for part-time employees. Note: Reimbursement under this section do not encompass expenses related to any certificates or licenses that are required as provided in an employee's job description. Such expenses are directly reimbursed to the employee and are not subject to the requirements for reimbursement under this section.

To be eligible for reimbursement under this section, an employee must satisfactorily complete 12 months of employment prior to qualifying for course approval and subsequent reimbursement. If eligible, an employee must do the following to obtain reimbursement: 1) receive course approval prior to registration from Human Resources and Risk Management, Department Head, and City

Manager; 2) provide Human Resources with evidence of satisfactory ("C" grade or better) completion of the approved course. Human Resources and Risk Management shall, at its own sole discretion, make a determination as to whether the evidence provided by the employee of satisfactory course completion is sufficient; 3) submit receipts for tuition, enrollment fees, and/or books within 60 days of course completion; and 4) sign a form agreeing to repay the City the reimbursed amount if the employee voluntarily separates from the City or is terminated for cause within 24 months of the date of the reimbursement.

If there is insufficient funding to pay for all pending or anticipated future reimbursement requests, the City Manager may devise a fair and equitable manner for allocating the funds available amongst the eligible employees.

CHAPTER 3 EMPLOYEE BENEFITS

SECTION 3.1 HOLIDAYS

All regular full-time employees, regular part-time employees, at-will full time employees, and full-time and part-time employees who are in their probationary period, shall have the following holidays as time off with pay:

1. January 1st, known as “New Year’s Day”
2. The third Monday in January, known as “Martin Luther King Jr. Day”
3. The third Monday in February, known as “Presidents’ Day”
4. The fourth Monday in May, known as “Memorial Day”
5. July 4th, known as “Independence Day”
6. The first Monday in September, known as “Labor Day”
7. November 11th, known as “Veteran’s Day”
8. The fourth Thursday in November, known as “Thanksgiving Day”
9. The day after Thanksgiving Day
10. December 24th, known as “Christmas Eve Day”
11. December 25th, known as “Christmas Day”
12. One (1) floating holiday.

The City Council may approve additional paid holiday(s) for employees in any given fiscal year from time to time by resolution.

In the event a holiday falls upon a Friday or Saturday, the prior workday will be taken in lieu of the holiday; in the event a holiday falls upon a Sunday, the following workday will be taken in lieu of the holiday. Holidays occurring during an employee’s vacation shall be treated as a paid holiday. Employees who are absent from work on a holiday due to unpaid leave of any form, shall not receive reimbursement or payment for the missed holiday.

All regular part-time employees and regular part-time employees who are in their probation period shall receive the defined holidays as time off with pay at one-half (1/2) (e.g. 5 hours paid holiday). Floating holidays will be provided at the beginning of the calendar year. Floating holidays not used during the calendar year in which they are provided will be converted to vacation time and treated in the same manner as provided in Section 4.2 of this Manual, including counting toward an employee’s maximum vacation accrual and the vacation buy-back provisions.

In addition to the holiday pay provided in this section , non-exempt employees working during the observed day of any of the following holidays or the actual day of the following holidays: Martin Luther King Jr. Day; President’s Day; Memorial Day; Independence Day; or Labor Day, will be paid 1.5x their regular rate of pay for hours worked during such observed day of the foregoing holidays or the actual day of the foregoing holidays. If an employee works both, the observed day of the forgoing holidays and the actual day of the foregoing holidays, such employee will only receive 1.5x their regular rate of pay for hours worked during the day they work more hours. In no event shall an employee receive more than one premium rate of pay, as provided in section 2.2.6 above, for the same hours worked.

SECTION 3.2 WINTER HOLIDAY CLOSURE

City Hall closes to the public during the winter holiday period beginning December 17 through January 1 of each year (actual dates may vary depending on the day of the week the holiday falls).

Certain City operations may continue during this Winter Holiday Closure while others will not, as determined appropriate by the City Manager.

In conjunction with the City paid holidays, including December 24th, December 25th, December 31st, and January 1st, employees not required to work during all or a portion of the Winter Holiday Closure will be required to use their accrued leave time (vacation, compensatory, exempt employee leave, or floating holiday time) to equal the remainder of their regular work schedule hours/days during the Winter Holiday Closure.

The City Manager may approve an employee's ability to work during the Winter Holiday Closure based on the City's needs and at the City Manager's sole discretion.

If an employee is ordered to return to duty during the Winter Holiday Closure, the time called back during regular work hours will be deducted from the leave hours being used.

SECTION 3.3 INSURANCE BENEFITS

All employees in regular full-time or regular part-time positions, shall be eligible for the City's insurance benefits which may include medical, dental, vision, life, short-term and long-term disability insurance policies including Accidental Death and Dismemberment (AD&D), or, alternatively in a recognized cafeteria plan approved by the City Council. These benefits may be increased or decreased from time to time. The City reserves the right to change carriers and/or eliminate any type of coverage at its absolute discretion. No employee has any vested right to any type of insurance coverage or benefits.

3.3.1 Cafeteria Plan

New employees who are hired between the first and the 14th day of the month are eligible for the full amount of the City's cafeteria plan contribution for the first month of employment. Employees hired on or after the 15th of the month are eligible to receive one-half (1/2) of the City's cafeteria plan contribution for the first month of employment.

As of the most recent revision to this Manual, the City's contribution towards the cafeteria plan for full-time employees is $2,721.01 per month. This amount reflects the current Kaiser Permanente Region III monthly premium for subscriber and 2+ dependents plus $250. Regular part-time employees receive $1250.03 per month. Should the premium for the Kaiser Permanente Region III monthly premium for subscriber and 2+ dependents increase, the City will provide an automatic annual increase on January 1 of each year to the cafeteria plan allowance commensurate with such premium increase to such plan up to a maximum of 5% per annum. Regular part-time employees will receive a pro-rata 50% of such increase amount on an annual basis.

City Council may amend the amount provided as contribution under this section from time to time by resolution.

a. Cafeteria Cashout for Employees Hired Before December 1, 2017

Full-time employees hired before December 1, 2017, are eligible to receive up to $1,600 per month of their unused cafeteria allowance as cash out benefit on a monthly basis. Part-time employees hired before December 1, 2017, are eligible to receive up to $800 per month of their unused cafeteria allowance as cash out benefit on a monthly basis. Cashout amount is divided equally between the first and second paycheck of each month.

b. Cafeteria Cashout for Employees Hired After December 1, 2017 but Before July 1, 2024

Full-time employees hired after December 1, 2017, but before July 1, 2024, are eligible to receive up to $800 per month of their unused cafeteria allowance as cash out benefit on a monthly basis. Part-time employees hired after December 1, 2017, but before July 1, 2024, are eligible to receive up to $400 per month of their unused cafeteria allowance as cash out benefit on a monthly basis. Cashout amount is divided equally between the first and second paycheck of each month.

c. Cafeteria Cashout for Employees Hired After July 1, 2024

Employees hired on or after July 1, 2024, have two options regarding use of their cafeteria allowance: (i) elect coverage in a City plan eligible for credit from the cafeteria allowance. No cashout of unused cafeteria allowance will be provided; or (ii) waive coverage from all City plans eligible for credit from the cafeteria allowance and receive cashout of their unused cafeteria allowance according to the following: full-time employees will receive $800 per month and part-time employees will receive $400 per month as cash out benefit on a monthly basis. Cashout amount is divided equally between the first and second paycheck of each month.

3.3.2 Life Insurance

Life insurance coverage shall be provided by the City for eligible employees and elected officials as follows:

Level 1 – City Manager – 3x annual salary to a maximum of $500,000.
Level 2 – Management – 2x annual salary to a maximum of $400,000.
Level 2 – All Other Eligible Employees – 2x annual salary with a minimum of $100,000 and a maximum of $250,000.

Employees who are eligible for exempt employee leave under Section 4.15 shall be considered management employees for the purposes of life insurance benefits.

Life insurance premiums for eligible employees are paid for by the City.

3.3.3 Short Term Disability Insurance and Long-Term Disability Insurance

The City does not participate in the State of California's Disability Insurance (SDI) program which includes the paid family leave program. Employees remain eligible for "unpaid" family and medical leave as provided by State and Federal leave laws. Employees should refer to the City's Family Care and Medical Leave, Pregnancy Disability Leave, and Military Family Leave Policy for additional details, including eligibility and use of accrued leave to receive pay during leave.

The City's Short-Term Disability plan provides a maximum benefit period of 83 days, and the Long-Term Disability program goes into effect after 90 days. The City uses a third-party company as the plan administrator. Additional plan information, including elimination periods, and the monthly benefit amounts may be obtained from Human Resources and Risk Management. Short-Term and Long-Term disability insurance premiums for eligible employees are paid for by the City.

3.3.4 Compensation During Parental Leave

The City has contracted with Parento to provide wage replacement, up to $3,500.00 per week as provided in the agreement between Parento and the City, during an employee's eligible leave of absence due to the birth of their child, child adoption, child foster care placement, or placement via a government child protection service. This section does not create an independent leave right, rather, this section merely provides a wage replacement plan for employees who are taking parental leave, as provided under a separate City leave entitlement. Wage replacement under this section is available for up to twelve weeks per qualifying event.

SECTION 3.4 RETIREMENT BENEFITS

3.4.1 CalPERS Enrollment

Eligible employees shall be members of the California Public Employees' Retirement System (CalPERS). The City is a member of CalPERS. Eligible employees are required to participate in accordance with the rules of CalPERS. Employees pay the full amount of the employee's contribution to CalPERS. Retirement health insurance benefits are provided to retirees in compliance with the Public Employees' Medical and Hospital Care Act (PEMHCA) and City Council Resolution No. 2011-03. The City shall pay no more than the monthly minimum employer contribution prescribed by Government Code section 22892 and Resolution No. 2011-03 toward retiree health benefits.

3.4.2 Accumulation Program for Part-Time and Limited-Service Employees

Except as otherwise provided by law, employees not eligible for membership in CalPERS, shall be enrolled in the Accumulation Program for Part-Time and Limited-Service Employees (APPLE) in lieu of enrollment in the federal Social Security Retirement System. APPLE-enrolled employees will pay 3.75% of salary into the program and the City will match that amount. Accumulated funds in APPLE will earn interest on contributions. More information about APPLE can be received from Human Resources and Risk Management.

3.4.3 Deferred Compensation Plan

Regular full-time and regular part-time employees are eligible to contribute to the City's 457(b) deferred compensation plan by electing a deduction amount or percentage, subject to maximum limits as designated by the Internal Revenue Service, from each paycheck. Employees may contribute to a pre tax or Roth type account, subject to plan rules and Internal Revenue Service Rules. Employees are immediately vested in their contributions to the 457(b) plan.

a. Matching Contribution for Full-time Employees: The City will provide a 200% matching contribution of the employee's contribution into a 401(a) plan up to a maximum of $3,000.00 per calendar year. Employees are immediately vested in the City's matching contributions to the 401(a) plan.

b. Matching Contribution for Part-time Employees: The City will provide a 200% matching contribution of the employee's contribution into a 401(a) plan up to a maximum of $1,500.00 per calendar year. Employees are immediately vested in the City's matching contributions to the 401(a) plan.

3.4.4 Retiree Health Reimbursement-defined Contribution Plan

To reward regular employees for their continued City service, the City has established a Health Reimbursement-defined Contribution Plan. The purpose of the plan is to provide eligible employees, as defined in subparagraph (a), and qualifying family members, as defined in subparagraph (b), with a health reimbursement fund that they may use for eligible health care related expenses, as defined under section 213(d) of the Internal Revenue Code, during retirement. The City will contribute to each eligible employee's account based on the contribution table provided in subparagraph (c). Upon eligibility, employees are immediately fully vested in such contributions and are eligible to access funds upon service retirement or following separation from the City for another reason, subject to plan rules and regulations. During City employment, the City will pay account plan administration fees. Employees will be responsible for their own administration fees upon separation from City employment.

a. Eligibility Requirement

Regular full-time and regular part-time employees are eligible to receive benefits under this section upon completion of five (5) consecutive years of City service. Time served as a temporary employee, intern, whether paid or unpaid, limited term appointment employee, or volunteer does not count towards the five (5) year service requirement. Time served in probation status for a regular full-time or regular part-time position does count towards the five (5) years service requirement.

If an employee separates from City employment and is subsequently rehired, prior duration of City employment will not count towards the calculation of the total number of years of service for the purpose of eligibility or the purpose of determining the amount of monthly contribution to the employee's account. For example, if an employee separates from City service after 4 years of continuous service, but is rehired following three months of separation, the employee must serve an additional 5 consecutive years from the rehire date to become eligible under this section 3.4.4 and upon eligibility, the employee will receive contribution at level "A" as provided in subparagraph (c) below.

b. Qualifying Family Members

For the purpose of this section 3.4.4, "qualifying family members" means any individual the employee claims as a dependent on their filed tax return for the relevant calendar year.

c. Contribution Schedule

The City will make contributions under this section 3.4.4 according to the following schedule:

Contribution Level	Months of Continuous Service	Monthly Contribution for Full-time Employees	Monthly Contribution for Part-time Employees
A	60 months - 119 months	$100.00	$50.00
B	120 months - 179 months	$125.00	$62.50
C	180 months - 239 months	$150.00	$75.00

D	240 months – 299 months	$175.00	$87.50
E	300 months - until separation	$200.00	$100.00

SECTION 3.5 TEMPORARY PART-TIME EMPLOYEES

Employees of the City designated as temporary part-time (regularly less than 20 hours per week and no more than 1000 hours in a fiscal year) are non-benefitted and shall be compensated on an hourly basis as specified by the position classification in which they are assigned. Temporary Part-time employees are not eligible for participation in any benefit program established by the City, except as required by State or Federal law or as otherwise expressly provide for in this Manual.

CHAPTER 4 - LEAVE OF ABSENCE

SECTION 4.1 GENERAL INFORMATION

Generally, but not always, leaves of absences are unpaid. Employees have certain rights to substitute accrued paid leave for unpaid leave.

The City will continue to pay the City-sponsored premium portion of the employee health/medical benefits as required by law.

For more detailed information regarding the types of leave, eligibility for leave, payment for leave, and the length of leave normally authorized, see the individual descriptions of each type of leave that follows.

SECTION 4.2 VACATION

All full-time employees accrue vacation time as defined below. All regular part-time employees will accrue vacation hours at one- half (1/2) the rates below. Temporary part—time employees do not accrue vacation.

4.2.1 Amount of Vacation

a. Fifty-nine (59) or fewer months of continuous service: Each employee working in continuous service of fifty-nine (59) or fewer months shall earn 80 hours of paid vacation per year. Vacation shall be earned on a prorated basis for time worked, and employees earn vacation leave accruals on per pay-period basis.

b. Sixty (60) to one hundred twenty (120) months of continuous service: Each employee working in continuous service for sixty (60) to one hundred nineteen (119) months shall earn 120 hours of paid vacation per year. Vacation shall be earned on a prorated basis for time worked, and employees earn vacation leave accruals on per pay-period basis. Additionally, an employee shall receive a one-time credit of forty (40) hours of vacation to their vacation leave accrual balance on the pay-period immediately following the start of their sixtieth month of continuous service.

c. One hundred twenty (120) or more months of continuous service: Each employee working in continuous service for one hundred twenty (120) months or more shall earn 160 hours of paid vacation per year. Vacation shall be earned on a prorated basis for time worked, and employees earn vacation leave accruals on per pay-period basis. Additionally, an employee shall receive a one-time credit of forty (40) hours of vacation to their vacation leave accrual balance on the pay-period immediately following the start of their one hundred twentieth (120) month of continuous service.

To attract and retain experienced at-will management employees and reflect their accruals for other comparable years of experience in a managerial at-will position, the City Manager may authorize an experienced at-will management employee to accrue paid vacation at a higher rate than what applies to other newly-hired employees at the time the at-will management employee is hired or at the time of their performance evaluation via a Personnel Action Form (PAF). However, the rate of accrual for newly- hired at-will management employees shall not exceed what is provided to employees with one hundred twenty (120) or more months of continuous service.

4.2.2 Use of Vacation

a. Employees shall be eligible to use vacation as it is accrued. Employees are not eligible to advance vacation time to use vacation leave before it is accrued.

b. Employees shall request use of vacation at least fourteen (14) days in advance. Requests that are less than fourteen (14) days in advance will only be considered on a case-by-case basis, and in emergency situations.

c. All requests for use of vacation must be approved by the employee's supervisor and the relevant Department Head.

d. Upon termination of employment, employees shall be compensated for accrued unused vacation at their then current pay rate.

e. The City will not allow for accrual of vacation time in excess of 300 hours. Any and all time accrued beyond that will be paid out at the regular rate of pay. The City Manager reserves the right to allow overages in special circumstances.

4.2.3 Vacation Sell-Back

a. Employees who have been employed with the City of Eastvale for a minimum of one (1) year and have used a minimum of forty (40) hours of vacation or exempt employee leave during the pertinent calendar year, may elect to sell-back accrued, but unused, vacation hours. An employee may request to sell-back a minimum of ten (10) hours, up to a maximum of forty (40) hours, not more than two (2) times in a calendar year. An employee may not sell-back more than eighty (80) accrued unused vacation hours in any calendar year. To sell vacation hours, an employee must have a minimum remaining balance of forty (40) hours of vacation leave accrual after the sale of said vacation hours. The employee will be compensated for such vacation sell-back hours at the salary rate in effect for that employee at the time the hours are paid.

b. Vacation accruals for which the employee receives compensation will be deducted from the employee's accumulated total.

c. Any employee who has been given a disciplinary reduction in pay, disciplinary demotion, or suspension, shall be excluded from the use of this provision for sixty (60) calendar days from the date of the implementation of the disciplinary action.

d. An employee desiring to sell back vacation hours under this section, must make a written request to the City Manager for approval. All vacation sell back requests will be processed in the payroll cycle following the date the request was approved whenever possible, or the following payroll cycle.

e. The City Manager reserves discretion to inactivate this provision based on the City's financial ability to pay.

SECTION 4.3 SICK LEAVE

4.3.1 Sick Leave Accruals

a. All full-time employees will accrue paid sick leave at the rate of 90 hours for each 12 months of the employee's active service. Full time employees are credited 3.46 hours towards their sick leave per pay period. Any such leave accrued but unused in any year shall be accumulated for the employee to use in succeeding years up to a maximum accumulation of five (5) years or 450 hours. An employee who reaches the maximum accumulation shall cease accruing sick leave until his/her balance is under the maximum accumulation. Upon termination for any cause other than retirement, sick leave time is forfeited. If an employee retires from City service, sick time may be converted to years of service as regulated by the California Public Employees' Retirement System (CalPERS). If sick time is not converted to years of service, it is forfeited.

b. All regular and probationary part-time employees will accrue paid sick leave at the rate of 45 hours for each 12 months of the employee's active service. Regular and probationary part-time employees are credited 1.73 hours towards their sick leave per pay period. Any such leave accrued but unused in any year shall be accumulated for the employee to use in succeeding years up to a maximum accumulation of five (5) years or 225 hours. An employee who reaches the maximum accumulation shall cease accruing sick leave until his/her balance is under the maximum accumulation. Upon termination for any cause other than retirement, sick leave time is forfeited. However, if the City rehires an employee within twelve (12) months of termination, the employee shall receive a credit for accrued unused sick leave that the employee had at termination. If an employee retires from City service, sick time may be converted to years of service as regulated by the California Public Employees' Retirement System (CalPERS). If sick time is not converted to years of service, it is forfeited.

c. All temporary part-time employees who work 30 or more days within a year shall receive 40 hours of sick leave in their sick leave bank immediately upon commencement of employment. Employees who qualify for sick leave under this subsection are entitled to use accrued sick days beginning on the 90th day of employment. Unused sick leave at the end of the calendar year may not be carried forward and sick leave may not be cashed out. Thereafter, at the beginning of each subsequent calendar year, the employee shall begin the year with 40 hours of leave time in their sick leave bank. Temporary part-time employees who promote into a regular full-time or part-time position will retain their unused sick leave.

4.3.2 Sick Leave Usage

The following are permitted uses of sick leave:

a. Diagnosis, care, or treatment of an existing health condition of an employee or a member of the employee's Immediate Family. For the purposes of this section, Immediate Family member means any of the following, as further defined in Labor Code section 245.5: A child, a parent, a spouse, a registered domestic partner, a grandparent, a grandchild, a sibling, or a designated person.

b. Preventative care for an employee or an employee's Immediate Family member.

c. For employees who are victims of a qualifying act of violence, as that term is defined under Government Code section 12945.8, leave taken for the purposes described in Government Code section 12945.8.

Sick leave may be used upon an employee's oral or written request. If the need for paid sick leave is foreseeable, an employee must provide "reasonable" advance notice. If not, the employee must provide notice to their supervisor "as soon as practicable" or within one-half (1/2) hour of the beginning of their work shift of each sick day, or prior to leaving the worksite when becoming ill during the work shift. Failure to provide notice in accordance with this policy may be cause for disciplinary action. Eligibility of sick leave usage shall commence when accrued. Observed holidays occurring during sick leave shall not be counted as days of sick leave.

Vacation leave may not be used in lieu of paid sick leave unless employee's sick leave accrual has been exhausted, and the employee receives approval from their supervisor.
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4.3.3 Annual Sick Leave Buy-Back

Employees may receive compensation for unused sick leave, per calendar year as follows:

a. Full-time employees and regular part time employees may be eligible to sell back accrued sick leave provided that they, following any sale of such hours to the City, maintain a minimum of forty-eight (48) hours of accrued unused sick leave.

b. A full time or regular part time employee desiring to sell back accrued sick leave to the City must make a written request to the City Manager for approval during the first two weeks of January each calendar year.

c. Compensation for unused accumulated sick leave, processed under this section, will only be paid the second pay period in February of each year at the employee's current rate of pay, based on a buy-back rate of 50% for each hour that the City buys back. (e.g., 40 hours of sick leave sold back to the City will be cashed out at 20 hours.)

d. The City Manager reserves discretion to inactivate this provision based on the City's financial ability to pay.

e. Employees are not eligible to sell-back accrued unused sick leave under this section upon termination of employment, which includes disciplinary termination, resignation, retirement, layoff, "at-will" or probationary separation.

SECTION 4.4 FAMILY CARE AND MEDICAL LEAVE; PREGNANCY DISABILITY LEAVE; MILITARY FAMILY LEAVE

The City provides employees with family care and medical leave, pregnancy disability leave, and military family leave. Information about these leaves is set forth in a separate administrative policy.

SECTION 4.5 CIVIL AIR PATROL LEAVE

The City will provide employees with leave as required by the Civil Air Patrol Employment Protection Act. Employees who are also volunteer members of the Civil Air Patrol are annually entitled to up to 10 days of leave for Civil Air Patrol duty to respond to an emergency operation mission. The employee must have been a City employee for at least 90 days before the beginning

of leave. Generally, leave for a single emergency cannot exceed 3 days. Leave is unpaid. Employees may use available vacation leave, compensatory time off, exempt employee leave, and floating holidays to receive compensation during this leave. The employee must provide written certification of the need for leave from the proper Civil Air Patrol.

SECTION 4.6 CRIME VICTIMS' LEAVE

Employees are allowed time off from work to attend judicial proceedings related to a violent felony, serious felony, or felony theft or felony embezzlement (as defined in Labor Code 230.2), if the employee, an immediate family member (which includes spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather) of the employee, registered domestic partner of the employee, or the child of a registered domestic partner is a crime victim. The employee can use available sick leave, compensatory time off, floating holiday, exempt employee leave, or vacation leave for crime victims' leave.

SECTION 4.7 VICTIMS OF DOMESTIC VIOLENCE OR SEXUAL ASSAULT

Employees who are the victims of domestic violence or sexual assault can take time off, as required by law, to obtain relief, such as a temporary restraining order, a restraining order, or other court-ordered relief, to help ensure the safety of the victim or the victim's child. Employees can use available vacation leave, sick leave, floating holiday, exempt employee leave, or compensatory time off for this type of leave.

Unless not feasible, employees are expected to provide reasonable advanced notice of the need for leave and to supply documentation supporting the leave request.

SECTION 4.8 MILITARY LEAVE

Military Leave will be provided in accordance with state and federal law. All employees must notify their department head as soon as practicable of their need for military leave. When possible, the employee must also present a copy of their military orders prior to taking military leave. The department head must immediately notify the Human Resources and Risk Management Director about the employee's need for military leave.

SECTION 4.9 ORGAN AND BONE MARROW DONATION LEAVE

Employees who are donating an organ are entitled to up to 30 business days of paid leave in a one (1) -year period. Employees who are donating bone marrow are entitled to five (5) business days of paid leave in a one (1) -year period. Group health insurance is maintained during the leave period.

For leave under this section, a year is measured as 12 consecutive months from the date leave begins. These leaves do not run concurrently with CFRA leave. Eligible employees are those employees who have been employed by the City for least a 90-day period before the leave begins. Employees who take bone marrow donation leave must take up to five (5) days of accrued sick leave or vacation time. Employees who take organ donor leave may take up to two (2) weeks of accrued sick leave or vacation time. Prior to taking a leave under this section, an employee shall provide a written verification to the City that the employee is an organ or bone marrow donor and that there is a medical necessity for the leave.

SECTION 4.10 SCHOOL ACTIVITIES/SCHOOL APPEARANCE LEAVE

The City will grant a leave of absence to an employee who is the parent, guardian, or grandparent of a child, in accordance with the following provisions.

a. Permissible Purposes:

(i) To participate in the activities of the child's primary or secondary school or licensed childcare provider;

(ii) To find, or to enroll, or reenroll the child in, a primary or secondary school or licensed childcare provider.

(iii) To address an emergency, such as:

(A) A request from childcare provider or school that the child be picked up.

(B) A provision in the attendance policy for the childcare provider or school, other than a planned holiday, that prohibits the child from attending.

(C) Closure or unexpected unavailability of the childcare provider or school, other than during planned holidays.

(D) A natural disaster, including, but not limited to, fire, earthquake, or flood.

(iv) To appear at the school of a suspended child pursuant to a request made by the child's school under California Education Code section 48900.1.

b. An employee may take up to 40 hours of leave per calendar year, but no more than eight hours in one calendar month. However, no limit shall be placed on the amount of leave taken under Section 4.10(a)(iv). If more than one City employee requests leave in connection with the same child, only the first employee to provide notice is entitled to receive leave. The second employee may also be permitted to take a simultaneous leave of absence if the second employee obtains written supervisory approval. The amount of leave available is fixed at a maximum of 40 hours per calendar year, regardless of the number of children, grandchildren, or wards that an employee may have.

c. An employee must provide reasonable advance notice of the need for leave and must make all reasonable efforts to schedule the leave so as not to unduly disrupt the operations of the City. If an emergency makes such notice impossible, the employee shall notify the employee's Department Head as soon as possible. Employees returning from leave are required to provide written verification from the school or childcare provider of the employee's need for leave at the specific time and date. If an employee fails to provide sufficient verification, the City may determine that the leave time was unauthorized.

d. Leave under this section is unpaid. However, an employee may choose to use any accrued vacation time when taking leave under this section.

SECTION 4.11 VOLUNTEER FIREFIGHTERS, RESERVE PEACE OFFICERS, AND EMERGENCY RESCUE PERSONNEL LEAVE

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. If an employee is an official volunteer firefighter, reserve peace officer, or emergency rescue personnel, the employee shall alert their supervisor about the potential to take time off for emergency duty. When taking time off for emergency duty, the employee is required to alert their supervisor before doing so when possible. Further, employees are entitled to take a leave of up to fourteen (14) days per calendar year for fire or law enforcement training. Employees may use their accrued vacation leave or take unpaid leave time.

SECTION 4.12 VOTING LEAVE

Employees of the City are expected to vote prior to or following their assigned working hours. If an employee does not have sufficient time outside regular working hours to vote at statewide elections, the employee may take off such working time as will enable the employee to vote. A maximum of two hours may be taken with pay. To receive time off for voting, the employee must notify the employee's Department Head in advance. Employees who need Voting Leave, must take such leave at the beginning or end of the employee's work shift, based on the needs of the Department and the employee's schedule. The exact amount of time off work and the scheduling of time off shall be decided between the employee and the employee's Department Head. Employees who use Voting Leave are required to present a voter's receipt to their Department Heads.

SECTION 4.13 PERSONAL LEAVE OF ABSENCE WITHOUT PAY

4.13.1 Request for Leave.

Upon the request of the employee, a leave of absence without pay may be granted by the City Manager to an employee.

a. An employee shall not be entitled to a leave of absence under this section as a matter of right, but only upon good and sufficient reason.

b. Request for leave of absence without pay shall be made in writing to Human Resources and Risk Management, and shall state specifically the reason for the request, the date when it is desired to begin the leave, and the probable date of return. Human Resources and Risk Management will transmit the request to the City Manager. In evaluating the leave request, the City Manager may request further reasonable documentation in support of the employee's request for a leave of absence without pay, including confirmation that the employee is reasonably expected to return to work with the City upon conclusion of the authorized leave period, in accordance with applicable laws.

c. Mandatory Exhaustion of Paid Leaves. If an employee is requesting a leave of absence for medical reasons, the employee is required to first fully exhaust all of employee's paid leaves to be eligible to receive a leave of absence without pay. If an employee is requesting a leave of absence for non-medical personal reasons, the employee is required to fully exhaust all of the employee's paid leaves, except sick leave, in order to be eligible to receive a leave of absence without pay.

d. Authority to Grant a Leave of Absence Without Pay. The City Manager may grant an employee a leave of absence without pay for a period not to exceed six months. After three months, the leave of absence may be extended if so authorized by the City Manager. Extensions of leaves of absence will not be granted unless, in the judgment of the City Manager, the City would not experience undue hardship from the employee's continued absence, or the particular circumstances would otherwise justify the extension. The approval or rejection of the City Manager will be in writing, final, and not subject to any appeal.

e. Return to Work. Upon expiration of a regularly approved leave, the employee will be reinstated in the position held at the time leave was granted, provided such position continues to exist. An employee on leave who fails to report to duty promptly at its expiration will be subject to disciplinary action for being on an unauthorized absence and may trigger Job Abandonment provisions under Section 7.3.

4.13.2 Conditions of Leave.

A leave of absence without pay granted by the City Manager shall not be construed as a break in continuous service or employment, and rights accrued at the time leave is granted shall be retained by the employee. A person granted such leave shall not accrue any paid leaves of absence (vacation, sick leave), shall not receive increases in salary and other similar benefits, and shall not be eligible to receive cafeteria contributions and reimbursements during the period of absence, unless required by law. An employee reinstated after leave of absence without pay shall receive the same step in the salary range he/she received when he began his/her leave of absence. Time spent on such leave without pay shall not count toward service for increases within the salary range, and the employee's salary anniversary date shall be set forward one month for each thirty (30) consecutive days taken.

SECTION 4.14 JURY DUTY OR WITNESS APPEARANCE LEAVE

Every employee of the City who is called to jury duty will be granted leave to perform the same. Upon receipt of a jury duty summons, employees must promptly notify their supervisor and provide a copy of the notice to their supervisor or department head. Further, an employee who is ordered or subpoenaed to appear as a witness in any judicial proceeding during their normally scheduled work hours will be given leave to fulfill their obligation. An Employee requesting leave to appear as a witness pursuant to an order or subpoena must provide verification of their witness obligation to their supervisor or department head. The City may require any employee on leave under this section to report to duty during regularly scheduled work hours if such scheduled work hours are outside of two hours of the employee's required jury duty service or subpoena to appear as a witness.

Any regular full-time employee or regular part-time employee, who is required to serve as a juror or subpoenaed as a witness in any State or Federal court, or any administrative board or tribunal, shall be entitled to up to forty (40) days of their base pay while performing services as a juror or a witness for the duration of such service; provided that any such employee shall be required to pay over to the City any amount he/she receives for jury fees, exclusive of approved travel and subsistence.

SECTION 4.15 EXEMPT EMPLOYEE LEAVE

Exempt employees are authorized a paid leave (time off with pay) each calendar year. Department Heads will receive one-hundred (100) hours of paid leave per calendar year,

management employees, as listed on appendices A and B to this Manual, and non-management exempt employees, as listed in appendix C to this Manual, will receive eighty (80) hours of paid leave per calendar year. Such employees shall receive paid leave according to the following schedule:

a. During first calendar year as an exempt employee: Department Heads shall be credited twenty-five (25) hours at the beginning of each calendar quarter beginning with their date of hire as a Department Head until the end of the same calendar year. Employees in appendices A, B, and C shall be credited twenty (20) hours at the beginning of each calendar quarter beginning with their date of hire, as a management employee or non-management exempt employee, until the end of the same calendar year.

b. During the second calendar year, exempt employees shall be credited leave according to the following schedules:

(i) Department Heads:

(A) January 1 until the end of the quarter encompassing the employee's anniversary date as a Department Head: the Department Head shall be credited twenty-five (25) hours for each calendar quarter starting with January 1 until the end of the quarter encompassing the employee's anniversary date as a Department Head.

(B) Following the quarter encompassing the employee's anniversary date as a Department Head until the end of the second calendar year: the Department Head shall be credited the remaining leave amount for the second calendar year as a lump sum credit.

(ii) Management and Non-Management Exempt Employees:

(A) January 1 until the end of the quarter encompassing the employee's anniversary date as management or non-management exempt employee: the employee shall be credited twenty (20) hours for each calendar quarter starting with January 1 until the end of the quarter encompassing the employee's anniversary date as a management or non-management exempt employee.

(B) Following the quarter encompassing the employee's anniversary date as a management or non-management exempt employee until the end of the second calendar year: the employee shall be credited the remaining leave amount for the second calendar year as a lump sum credit.

c. During the third calendar year and each subsequent calendar year thereafter as a Department Head, management, or non-management exempt employee: Department Heads shall be credited their annual one-hundred (100) hours of leave on January 1. Management and non-management exempt employees shall be credited their annual eighty (80) hours of leave on January 1.

Leave hours provided under this section 4.15 not used within the calendar year in which they are credited are forfeited and not subject to cash out. Employees shall receive cash out of any unused accrued exempt employee leave at termination of employment.

SECTION 4.16 BEREAVEMENT LEAVE

An Employee is eligible to receive leave under this section if the employee has been employed by the City for at least thirty days prior to commencement of leave. If an employee loses an immediate family member, as defined in this section below, the employee will be allowed paid time off of up to five (5) days. Regular and probationary part time employees will receive paid time off for five days based on their average hours worked per week in the prior thirty days. Leave days under this section need not be consecutive, but shall be completed within three months of the date of death of the immediate family member.

For the purposes of this section, an immediate family member means: a spouse, domestic partner, child, parent, sibling, grandparent, grandchild, parent-in-law, or foster children or legal wards and legal guardians. An employee must inform the employee's supervisor prior to commencing bereavement leave. In administering this section, the City may require verification of death within 30 days of the first day of the leave. Any documentation provided by the employee to support leave under this section shall be maintained as confidential.

SECTION 4.17 REPRODUCTIVE LOSS LEAVE

Upon completion of thirty (30) days of employment with the City, an employee shall be eligible to receive reproductive loss leave as provided in this section.

a. Definitions applicable to this section.

(i) Reproductive loss event: means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction.

(ii) Failed adoption: means the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. This event applies to any person who would have been the parent if the adoption was completed.

(iii) Failed surrogacy: means the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. This event applies to any person who would have been the parent if the child was born as a result of the surrogacy.

(iv) Miscarriage: means a miscarriage by a person, by the person's current spouse or domestic partner, or by another individual if the person would have been a parent of a child born as a result of the pregnancy.

(v) Stillbirth: means a stillbirth resulting from a person's pregnancy, the pregnancy of a person's current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy that ended in stillbirth.

(vi) Unsuccessful assisted reproduction: means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. This event applies to a person, the person's current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy.

b. Leave Entitlement. An employee may receive up to five (5) days of unpaid leave under this section following a reproductive loss event. If an employee experiences more than one reproductive loss event within a twelve (12)-month period, the City may grant additional reproductive loss leave, under this section, up to twenty (20) days within a twelve (12) month period. An employee may use leave entitlement under this section nonconsecutively. Except as otherwise provided in subsection 3 "Impact of Other Leave" below, leave under this section shall be completed within three (3) months of the reproductive loss event.

c. Impact of Other Leave. If prior to or immediately following a reproductive loss event, an employee is on or chooses to go on leave under section 4.4, or any other leave entitlement under state or federal law, the employee shall complete leave under this section within three (3) months of the end date of the other leave.

d. Use of Accrued Paid Leave. An employee may use vacation leave, sick leave, or other leave that is otherwise available to the employee to receive compensation while on leave under this section.

e. Nonretaliation; Noninterference. The City will not retaliate against an employee, including imposing any disciplinary action, because of the employee's exercise of the right for leave under this section or an employee giving information or testimony as to their own reproductive loss leave, or another person's reproductive loss leave. Further, the City will not interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right provided under this section.

f. Confidentiality Provision. The City will maintain the confidentiality of any employee requesting leave under this section. Any information provided to the City pursuant to this section will be maintained as confidential and will not be disclosed except, as necessary, to internal personnel, legal counsel, or as may otherwise be required by law.

SECTION 4.18 INDUSTRIAL ILLNESS AND/OR INJURY LEAVE

4.18.1 Industrial Illness/Injury Leave.

The City will grant a leave of absence to any employee who is unable to work due to an industrial illness/injury.

a. Duration. Leave duration under this section shall continue until: a) the City determines that the employee is released to return to work by the employee's health care provider without restrictions; b) the employee's health care provider releases employee to work with restrictions, and the City determines that it has a reasonable accommodation for the restrictions; or c) the City receives evidence, which the City deems satisfactory, from the employee's health care provider that the employee is unable to return with or without restrictions. The City may also terminate a leave of absence under this section if the employee retires from City employment or the employee fails to cooperate in good faith in the interactive process with the City to determine whether reasonable accommodation is available to return to work.

b. Coordination. If leave under this section is also designated as FMLA/CFRA leave of absence, the employee may coordinate any unused accumulated sick and vacation hours with any workers' compensation insurance, long term disability, and any other wage replacement benefits, up to an amount equal to the employee's regular salary. Employee taking leave under this section that is not designated as FMLA/CFRA, shall coordinate unused accumulated sick

hours with workers' compensation insurance, long term disability, and any other benefits provided to the employee, up to an amount equal to the employee's regular salary.

SECTION 4.19 FITNESS FOR DUTY LEAVE AND EXAMINATION

Employees are expected to report to work fit for duty, which means able to perform their job duties in a safe, appropriate, and effective manner, free from adverse effects of physical, mental, emotional, and/or personal issues. This section is intended to provide a safe environment and protect the health and welfare of employees and the public. If an employee feels that the employee is not fit to perform the employee's duties, the employee must notify the employee's supervisor immediately.

a. Reasons for Fitness for Duty Leave. In the discretion of the City, an employee may be placed on a paid Fitness for Duty Leave and/or ordered to participate in a fitness for duty examination in any of the following situations:

(i) An employee returns from a medical leave of absence of more than five working days.

(ii) An employee is involved in the interactive process with the City to determine whether there is a reasonable accommodation for the employee's medical or mental condition.

(iii) Supervisor observes or receives a reliable report of an employee's possible lack of fitness for duty. Observations and reports may be based on, but are not limited to, employee's own self-report of potential unfitness, dexterity, coordination, alertness, speech, vision acuity, concentration, disproportionate response to criticism, and inappropriate or uncharacteristic interactions with the public, co-workers, and supervisors.

(iv) Fitness for duty examinations based on a reasonable suspicion that an employee is under the influence of impairing drugs or alcohol shall be conducted in accordance with the City's Alcohol and Drug Policy.

b. Procedures for Ordering a Fitness for Duty Examination. When a Supervisor becomes aware of or observes behavior that makes the Supervisor reasonably suspect that the employee may not be fit for duty, the Supervisor, shall refer the employee to Human Resources and Risk Management who will determine if a fitness for duty examination is appropriate, and, if so, will schedule the employee for a fitness for duty examination. If the circumstances warrant it, the Department Head may place the employee on paid leave pending the results of the employee's fitness for duty examination. The examination shall be paid for by the City.

c. Procedure Following Receipt of Examination Results. The doctor examining the employee shall be limited to finding the employee "fit for duty" or "fit for duty with restrictions" or "unfit for duty." In the case of finding an employee fit for duty, the doctor may issue work restrictions. In no case shall the doctor reveal the underlying cause of the fitness or unfitness for duty without the employee's permission.

(i) Fit for Duty. If the doctor finds the employee is fit for duty, the employee shall return to work immediately and perform all duties of the employee's position.

(ii) Fit for Duty with Restrictions. If the doctor finds the employee is fit for duty with restrictions, the doctor shall specifically enumerate what restrictions are necessary and for how long those restrictions are necessary. The City shall then evaluate those restrictions, and determine if the City can reasonably accommodate those restrictions. If the employee's restrictions are based on a disability as defined by the ADA and/or FEHA, the City shall engage in the interactive process as required by law.

(iii) Unfit for Duty. If the employee is found to be unfit for duty, the employee shall not be permitted to work. The employee may request a leave of absence in accordance with the appropriate applicable provision(s) of this Manual. If the employee can provide certification of fitness for duty prior to the exhaustion of all paid and unpaid leave that the employee is entitled to under this Manual, the employee shall be returned to work. However, if such certification is from the employee's own health care provider, the City may request a second opinion from a doctor of its choosing and at its cost to evaluate the employee under the requirements of this section. If the two certifications conflict, a third opinion will be sought from a doctor chosen by the City and the employee, at the expense of the City. The opinion of fit or unfit rendered by the third doctor shall be binding. If the employee's restrictions are based on a disability as defined by the ADA and/or FEHA, the City shall engage in the interactive process as required by law.

CHAPTER 5 – EMPLOYEE CONDUCT, DISCIPLINE AND DISCIPLINARY APPEALS

SECTION 5.1 GENERAL POLICY STATEMENT

Regular full-time and regular part-time employees in the classified service of the City may not be suspended, demoted, dismissed, or reduced in pay for disciplinary reasons, without just cause. This Chapter 5 of this Manual does not apply to probationary employees, "at-will" employees, and temporary part-time employees.

Discipline may be necessary when this Manual or standalone City policies are violated, or City expectations are not met, including an employee's failure to satisfactorily perform assigned job duties. The causes for disciplinary action against an employee may include, but are not limited to, the following:

SECTION 5.2 TYPES OF DISCIPLINARY ACTIONS

While the City maintains a progressive disciplinary system, the City may impose discipline at any level that is appropriate for the employee's action up to and including termination.

5.2.1 Verbal Reprimand.

An employee may be verbally reprimanded about his/her inappropriate behavior. The supervisor may make a brief notation regarding the date and substance of the verbal reprimand in the personnel file. If an employee's conduct does not improve, reference to the verbal reprimand may be made in a subsequent written reprimand or performance evaluation. The procedures in Sections 5.6 and 5.7 are inapplicable to verbal reprimands. Verbal reprimands are not subject to any employee appeal or grievance.

5.2.2 Written Reprimand.

An employee may receive written notification indicating the City is dissatisfied with the employee's services or conduct and that further disciplinary measures may be taken if the behavior is not corrected. The written reprimand may include details about 1) the date and time of the conduct underlying the reprimand, 2) what occurred and/or the nature of the violation, and 3) what the employee must do to correct the situation. The written reprimand must be signed by the employee and the employee's supervisor or department head and then filed with Human Resources and Risk Management. If the employee refuses to sign the written reprimand, their refusal must be noted on the written reprimand. Once issued, the employee will receive one copy of the fully executed written reprimand and a second copy will be placed in the employee's personnel file. The procedures in Sections 5.6 and 5.7 are inapplicable to written reprimands. Written reprimands are not subject to any employee appeal or grievance.

5.2.3 Suspension.

An employee may be suspended without pay for disciplinary reasons.

5.2.4 Disciplinary Reduction in Pay.

An employee's pay rate within their pay range and class may be reduced for disciplinary reasons.

5.2.5 Disciplinary Demotion.

An employee may be demoted from a position in one class to a position in another class having a lower maximum pay rate for disciplinary reasons. The demotion may be permanent or temporary.

5.2.6 Dismissal.

An employee may be dismissed from City service for disciplinary reasons.

SECTION 5.3 GROUNDS FOR DISCIPLINARY ACTION

Discipline will not be imposed except upon a showing of just cause, which may include, but shall not be limited to the following:

1. Fraud. To secure employment by providing false documents or knowingly making false statements or significant omissions, either orally or in writing, on a City employment application or in any supporting documents.

2. Incompetence. Failure to perform some or all of the job duties; unsatisfactory, inefficient, or careless work; the inability or refusal to improve work performance in accordance with written or verbal direction after a reasonable time period.

3. Neglect of Duty. Failure to perform one or more essential duties required of the employee's position; unauthorized sleeping while on duty; intentional, negligent or reckless behavior resulting in spoilage or waste of City property; sabotage of City property, equipment, vehicles or work product; failing to take reasonable action while on duty or when required by law.

4. Poor performance. Substandard job performance.

5. Inability to maintain qualification. failure of an employee to maintain minimum job qualifications.

6. Insubordination. Willful failure to conform to a supervisor's legitimate requests and directions; refusing to comply with reasonable work assignments made by a supervisor.

7. Alcohol or Drug Use. Any violation of the City's Drug- and Alcohol-Free Workplace Policy.

8. Absence Without Leave. Being away from work during assigned duty hours without permission, tardiness, failure to return from leave, and/or improper use of leave.

9. Discourteous Treatment of Others. Disparaging remarks that discredit a co- worker or disrupt or subvert the good order, efficiency and discipline of the City or any department thereof; engaging in gossip or rumor mongering or other behavior which creates discord and disharmony in the workplace; engaging in bullying behavior; general discourteous, uncooperative, or offensive treatment of employees, contractors, the public or others doing business with the City.

10. Conduct that is Unbecoming a City Employee. Conduct which tends to discredit the City, whether on duty, off-duty in uniform or on City property.

11. Improper or Unauthorized Use of City Property. Using City telephone, or computer equipment for personal use or gain; using City equipment or City vehicles for personal use or gain; unauthorized possession of, loss of, or damage to any City property; theft or removal of any City property; violating the California Vehicle Code while operating a City vehicle; operating City vehicles or equipment or privately-owned vehicles on City business without a current driver's license; involvement in preventable traffic accident while on duty.

12. Conflict of Interest/Employment/Activity/Enterprise. Outside employment, activity or enterprise not authorized by the City Manager.

13. Gifts. Acceptance of any gift or other form of remuneration, in addition to the employee's regular compensation, for the actions performed in the normal course of the employee's assigned duties, in violation of applicable laws, regulations and/or policies.

14. Falsifying Records. Falsifying, modifying, or altering City reports or records, including timesheets, or making misleading entries or statements, or failing to disclose material facts, or destroying or mutilating any City record or other document.

15. Dishonesty. The lack of honesty, deceit, and willful misrepresentation of facts.

16. Unethical Behavior. Failure of any employee to report any activities on his/her part where such activities may result in criminal prosecution or result in discipline under this policy; failure of any employee to report official contacts by any law enforcement agency; concealing or attempting to conceal defective work; the exercise of authority for any improper purpose; making false, misleading or malicious statements to a supervisor or which harm or destroy the reputation, authority or official standing of a co-worker; using a badge, uniform, identification card or other City property for personal gain or other improper purpose; attempted or actual theft of City property or the property of others.

17. Discrimination and Harassment and/or Sexual Harassment. Discrimination or harassment in violation of the City's Policy Prohibiting Discrimination, Harassment, and Retaliation.

18. Safety. Violating safety rules; failing to wear required safety equipment; tampering with safety equipment; failing to report any on-the job or work-related accident or injury within 24 hours; engaging in reckless behavior that endangers self or safety or that of a co-worker or member of the public; threatening or engaging in acts of violence, engaging in horseplay, while on duty, or off-duty in uniform or on City property; unauthorized possession of a weapon, firearm or explosive while on duty, or off-duty in uniform or on City property, during working hours, or while acting in the capacity of a City employee; smoking/vaping/using e-cigarettes outside of designated smoking areas.

19. Security. Unauthorized access to confidential information or records; unauthorized release of confidential information or records; unauthorized access into secured City offices, City buildings, or both; providing unauthorized access into City offices or City buildings to third parties, whether co-workers or members of the public; negligently misplacing security access codes, keys, electronic keys or cards that provide access to secured City offices or City buildings; loitering on City property.

20. Convictions. The conviction of either a misdemeanor or a felony where the conviction has a nexus (as reasonably determined by the City in its sole discretion) with the employee's duties. The conviction shall be conclusive evidence of the misconduct having occurred for disciplinary purposes. A plea or verdict of guilty, or a conviction showing a plea of Nolo Contendere is deemed to be a conviction for disciplinary purposes.

21. Threats. Threatening, intimidating or coercing co-workers or members of the public while on duty, or while off-duty in uniform or on City property.

22. Interference. Interfering with investigations conducted by the City, its management or designated agents of the City.

23. Obscene Language. Obscene or abusive language toward a co-worker, a member of the public, or other person while on duty, or while off-duty in uniform or on City property.

24. Supervisor Obligations. Failure of a supervisor to ensure that subordinates comply with the written rules, regulations, policies and procedures of the City or any department thereof; failure of a supervisor to report misconduct of a subordinate to his/her supervisor or to document such misconduct; discriminatory treatment of subordinates.

25. Gambling. Gambling on City property or during work hours.

26. Violation of Rules. Violation of this Manual or any of the City's policies, ordinances, and resolutions. This also includes violations of rules, regulations, or orders established by the employee's supervisor or department head.

SECTION 5.4 DISCIPLINING AUTHORITY

The employee's Department Head shall be the Disciplining Authority. For employees in the classified service who report directly to the City Manager, the City Manager shall be the Disciplining Authority.

The Disciplining Authority may issue proposed discipline, may serve as the Skelly Officer, and may impose discipline. The Disciplining Authority may not serve also serve as the Appeal Officer.

SECTION 5.5 MAJOR AND MINOR DISCIPLINE

5.5.1 Major Discipline.

Major discipline is defined to include dismissal, suspension of five (5) or more days, reduction in pay, or involuntary demotion.

5.5.2 Minor Discipline.

Minor discipline is defined to include verbal reprimand, written reprimand, and suspension of four (4) days or less.

SECTION 5.6 DISCIPLINARY PROCEDURES

5.6.1 For disciplinary action more severe than a written reprimand, the following procedures apply: Written Notice of Intent to Discipline ("Skelly Notice").

When the Disciplining Authority determines that an employee has committed an act or omission that justifies discipline more severe than a written reprimand, the Disciplining Authority or his/her designee shall provide the employee with written notice of the proposed disciplinary action. Such notice shall include:

a. A statement which clearly defines the intent to take action, the proposed action to be taken, and the proposed effective beginning and ending time of intended action.

b. A statement of the specific grounds and particular facts upon which the proposed disciplinary action will be taken.

c. A copy of all written materials, reports, or documents upon which the intended action is based.

d. A statement that the employee will be afforded the right to respond to the Notice of Intent, either verbally, in writing, or both within five business days upon receipt of the intended disciplinary action, to the designated Skelly Officer.

e. A statement that if the employee fails to respond in the time frame specified will constitute a waiver of the right to respond.

f. If personally delivered, the employee's signature on the Notice of Intent will acknowledge receipt of said notice by the employee. If the employee refuses to sign, it will be noted as such on the Notice of Intent. The signature documentation on the Notice of Intent will acknowledge that the employee received the Notice of Intent.

5.6.2 Employee Response/Pre-Disciplinary ("Skelly") Conference.

Within five business days after the employee has been served with the Notice of Intent, the employee will have the right to respond, verbally or in writing, at the employee's option, to the Skelly Officer. If, within the five business days response period, the employee does not provide a written or verbal response, the proposed action of the City will be considered conclusive and will take effect as set forth in the Notice of Intent. Prior to the expiration of the five business days, the response date may be adjusted by mutual agreement, but unreasonable delay will not be tolerated.

The employee's response will be fully considered before the City issues any final notice of disciplinary action. During the Skelly Conference, the employee will be given a full opportunity to respond to the Notice of Intent. This is not intended to be an adversarial hearing. The employee will not be accorded the opportunity to cross-examine City witnesses, or to present a formal case in opposition to the proposed discipline.

Should the Skelly Officer determine that the employee's response warrants further investigation, the Skelly Officer may delay the implementation or modification of the proposed disciplinary action until such time as the further investigation is completed. In the event the investigation produces facts that warrant more severe disciplinary action than originally proposed, the Skelly Officer will re-implement the Written Notice of Intent to Discipline procedures, above.

5.6.3 Written Notice of Final Disciplinary Action.

The Skelly Officer has the authority, after considering the employee's response and additional investigation, if any, to modify, revoke, or impose the proposed disciplinary action.

If the Skelly Officer decides to modify the proposed action, the Skelly Officer will notify the employee by either issuing a revised Notice of Intent (for more severe disciplinary action than originally proposed) or a Notice of Imposition (for less severe disciplinary action than originally proposed). The Notice of Imposition will also include the effective date of any disciplinary action issued. The decision of the Skelly Officer is final and shall be imposed.

If the Skelly Officer decides to revoke the disciplinary action, the Skelly Officer will advise the employee in writing, and the original intent to impose disciplinary action will be discarded and no record made in the employee's personnel file. The decision of the Skelly Officer is final and shall be imposed.

If the Skelly Officer decides to implement the discipline as originally proposed in the Notice of Intent, the Skelly Officer will notify the employee in writing by providing him/her with a Notice of Imposition. The Notice of Imposition will also include the effective date of any disciplinary action issued. The decision of the Skelly Officer is final and shall be imposed.

The employee will be advised in writing of any right of appeal The Notice of Imposition or other final decision of the Skelly Officer will be delivered to the employee in accordance with Section 5.10, and shall include the following details:

a. The disciplinary action imposed;

b. The grounds upon which the disciplinary action is based;

c. The specific acts or omissions that constitute the basis for the disciplinary action;

d. Notice of the employee's right to appeal the Department Head's decision to the City Manager, if identified as an appealable decision;

e. Copies of all materials upon which the disciplinary action is based;

f. Notice of the employee's right to review and copy anything contained in his or her personnel file;

g. Where applicable, notice that failure to file an appeal within a specified time frame will constitute a waiver of the right to appeal.

SECTION 5.7 APPEAL PROCEDURES

5.7.1 Minor Discipline.

There is no appeal for minor discipline.

5.7.2 Major Discipline.

Any employee who has received a Notice of Imposition imposing major discipline shall be entitled to request an evidentiary appeal of the imposition of discipline. Such appeal shall provide all rights afforded by due process under the law, including the employee's right to call witnesses, cross examine witnesses, and present evidence in support of the employee's appeal.

a. Request for Appeal Hearing. An employee wishing to appeal any major discipline shall have ten (10) calendar days after receipt of the Notice of Imposition to submit a written and signed request for appeal hearing. The employee's request for appeal must be addressed to the City Manager and shall identify the subject matter of the appeal, the grounds for the appeal, and the relief desired by the employee. All appeal hearings shall be conducted in private unless the employee requests a public hearing.

b. Scheduling of Appeal Hearing. The City Manager shall schedule the appeal hearing within a reasonable time after the designation of an Appeal Officer, considering the availability of the Appeal Officer, the employee, and any witnesses.

c. Appeal Officer.

(i) When a person other than the City Manager was the Disciplining Authority, the City Manager may choose to act as the Appeal Officer and conduct the hearing himself/herself and make the final decision.

(ii) When a person other than the City Manager was the Disciplining Authority, the City Manager may, at the City Manager's sole discretion, refer the hearing to an outside Appeal Officer, who will be selected by contacting the California State Mediation and Conciliation Service. The California State Mediation and Conciliation Service shall be requested to submit a list of seven persons qualified to act as an Appeal Officer to the City and the employee. Within ten days following receipt of the list of Appeal Officers, the parties shall meet to select the Appeal Officer. The parties shall alternately strike one name from the list of hearing officers (the right to strike the first name to be determined by lot) until one name remains, and that person shall be the Appeal Officer.

(iii) When the City Manager was the Disciplining Authority, the City Manager shall refer the hearing to an outside Appeal Officer by contacting the California State Mediation and Conciliation Service. The California State Mediation and Conciliation Service shall be requested to submit a list of seven persons qualified to act as Appeal Officers to the City and the employee. Within ten days following receipt of the list of Appeal Officers, the parties shall meet to select the Appeal Officer. The parties shall alternately strike one name from the list of Appeal Officers (the right to strike the first name to be determined by lot) until one name remains, and that person shall be the Appeal Officer. . .

d. Representation and Employee Appearance at Appeal Hearing. The employee is entitled to be represented by counsel or other representative at the appeal hearing. However, an

employee who requests an appeal hearing must be present during the appeal hearing. Failure to be present shall constitute a waiver of the employee's right to an appeal. Waiver will not occur if the employee can demonstrate good cause for his/her failure to be present within three (3) working days from the date the employee fails to appear.

e. Conduct of Appeal Hearing. The proceedings before the Appeal Officer shall be conducted as follows:

(i) All parties shall have the following rights:

1. To call and examine witnesses;
2. To introduce evidence;
3. To cross examine opposing witnesses on any matter relevant to the issue, even if the matter is not covered in the direct examination;
4. To impeach any witness regardless of which party first called him/her to testify;
5. To rebut the evidence against them; and
6. To present oral and written arguments

(ii) The City shall have the burden of proof at the appeal hearing and shall be required to prove the charges against the employee by a preponderance of the evidence.

(iii) The party imposing discipline shall be permitted to make an opening statement.

(iv) The appealing party shall then be permitted to make an opening statement.

(v) The party appealing from such disciplinary action may then open the appealing party's defense and offer evidence in support of the appealing party's position; the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted.

(vi) The parties may then, in order, respectively offer rebutting evidence only, unless the Appeal Officer for good reason, permits them to offer evidence upon their original case

(vii) Closing arguments shall be permitted at the discretion of the Appeal Officer; and Written briefs may be permitted at any point in the proceedings at the discretion of the Appeal Officer.

(viii) The appeal hearing shall not be conducted in accordance with the technical rules relating to evidence and witnesses, but shall be conducted in a manner most conducive to the determination of the truth. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper admission of such evidence over objection in a court of law. The Appeal Officer's decision shall not be invalided by any informality in the proceedings.

(ix) Hearsay evidence may be used for the purpose of explaining any direct evidence but shall not be sufficient in and of itself to support a finding, unless it would be admissible over objections in civil actions.

(x) The Appeal Officer shall not take testimony from one (1) party outside the presence of the other.

(xi) The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.

(xii) Irrelevant evidence and unduly repetitious evidence shall be excluded.

(xiii) The Appeal Officer shall determine the relevancy, weight, and credibility of testimony and evidence.

(xiv) The Appeal Officer shall have the power to exclude any witnesses.

f. Appeal Officer's Decision. Within thirty (30) days after the close of the hearing, a written statement of decision, containing findings of fact, shall be issued by the Appeal Officer. The Appeal Officer shall have the authority to recommend affirming, revoking, or reducing the Disciplinary Action imposed against the employee. The Appeal Officer may not provide for discipline more stringent that than that imposed by the City. The Appeal Officer shall present their advisory opinion to the City Manager, the City Manager shall have an additional fifteen (15) days to consider the advisory opinion and any written objections to the advisory opinion filed by the parties before the City Manager must issue a final decision. The parties shall have seven (7) days from the date the advisory opinion is issued to file written objections with the City Manager.

The City Manager's decision constitutes a final and binding resolution of any Disciplinary Action, and no further appeal shall be permitted within the City's administrative process. A copy of the City Manager's final decision shall be provided to the employee.

In cases where the City Manager was the Disciplining Authority, The Appeal shall provide advisory decision to the City Council, who will then make their final decision to ratify or modify the Appeal Officer's decision at their next regularly scheduled City Council meeting. City Council's decision shall be final and binding on the parties.

Notwithstanding the above, the Appeal Officer shall not have binding authority to add, modify, or subtract from the Personnel Policies and Procedures Manual, or any resolutions, ordinances, or policies adopted by the City. Further, the Appeal Officer shall not have the authority or power to render a binding decision that requires the City to expend additional funds, to hire additional personnel, to buy additional equipment or supplies, or to pay wages or benefits not specifically provided for in the Personnel Rules, or any resolutions, ordinances, or policies adopted by the City. The Appeal Officer shall not have the authority to require the City to perform any other action that would violate state or federal laws.

SECTION 5.8 PLACEMENT ON PAID ADMINISTRATIVE LEAVE PENDING DETERMINATION OF DISCIPLINARY ACTION

An employee may be placed on an Administrative Leave with Pay to allow the City time to investigate potential allegations of misconduct, while the Disciplinary Action is in process, or when the City Manager determines that it is in the best interest of the City. The employee must be available by telephone during his/her normal working hours and able to report to the City within sixty (60) minutes if directed to do so. The employee may also be required to provide an email address that may be used for written communications. When an employee is placed on Administrative Leave with Pay during an investigation, the City may direct him/her to not discuss

the alleged violation or the Disciplinary Action with anyone, except a representative of his/her choice. Failure to remain available as provided in this section will be a separate and independent ground for Disciplinary Action, unless the employee has requested and received authorization to use vacation, sick, or other leave time for the time in question. This section is not intended to prevent the employee from communicating with his/her representative of choice, including legal counsel.

SECTION 5.9 TIME EXTENSIONS

Any time limitations or requirements as set forth under this Chapter may be extended or changed by mutual written agreement of the parties.

SECTION 5.10 DELIVERY OF NOTICES

When notice is required under this Chapter, the notice shall be given to the affected employee either by delivery of the notice to the employee in person; or if the employee is not available for personal delivery, by sending by overnight delivery, or by placing the notice in the United States mail, first Class, postage paid, and by Certified Mail, return receipt requested, in an envelope addressed to the employee's last known home address. It shall be the responsibility of the employee to inform the City, in writing, of his/her current home address and of any change in such address, and the information so provided shall constitute the employee's "last known home address". Such personal delivery or mailing shall be presumed to provide actual notice to the employee.

SECTION 5.11 DISCIPLINARY RECORDS

Original copies of all written records pertaining to disciplinary actions shall be maintained in the employee's confidential personnel file.

CHAPTER 6 – EMPLOYEE SAFETY

SECTION 6.1 DRUG- AND ALCOHOL-FREE WORKPLACE

It is the policy of the City to maintain a workplace that is free from the effects of alcohol and drugs. The City's policy on a drug and alcohol-free workplace is set forth in a separate administrative policy.

SECTION 6.2 EMPLOYEE SAFETY

6.2.1 General Safety

Employee safety is of utmost concern and each employee is expected to exercise safe work practices for his/her own benefit and the benefit and welfare of his/her co-workers. The City's Injury and Illness Prevention Program provides more specific information regarding workplace safety. Each employee is responsible for reviewing and complying with the Injury and Illness Prevention Program.

6.2.2 Entering and Leaving the Premises

At the time of hire, employees will be advised about the proper entrances and exits for employees, as well as unauthorized areas, if any. Employees should not be in City work areas except for their regularly scheduled or overtime shifts or attendance at a City authorized meeting. For insurance purposes, unescorted or unauthorized visitors in our facilities is prohibited. If an employee is expecting visitors, such as clients, customers or friends, the employee should notify his/her supervisor. Certain employees are authorized to arm and disarm the building alarms, and they will be given instruction on the alarms and codes. Employees are expected to abide by these rules at all times. Failure to do so may lead to disciplinary action, including and up to termination of employment.

6.2.3 Security Checks – Packages/Parcels

The City may exercise its right to inspect all packages and parcels entering and leaving our premises.

6.2.4 Parking Lot

Employees are encouraged to use the parking areas designated for our employees. Please keep in mind that the parking spaces adjacent to or in front of our building(s) are for customers and visitors only. Employees are reminded to lock their car every day and park within the specified areas.

Courtesy and common sense in the parking lot will help eliminate accidents, personal injuries, and damage to employee vehicles. **Remember that the area around all buildings, especially the City's administration building, has a great deal of pedestrian walking activity - please maintain a safe driving speed at all times.** If an employee should damage another car while parking or leaving, he/she must immediately report the incident, along with the license numbers of both vehicles and any other pertinent information he/she may have, to his/her supervisor.

The City cannot be and is not responsible for any loss, theft or damage to an employee's vehicle or any of its contents.

6.2.5 Security

Maintaining the security of City buildings and vehicles is every employee's responsibility. Develop habits that ensure security as a matter of course. For example:

- Always keep cash properly secured. If you are aware that cash is insecurely stored, immediately inform the person responsible.
- Know the location of all alarms and fire extinguishers and familiarize yourself with the proper procedure for using them, should the need arise.
- Note and promptly report suspicious circumstances or persons about the premises.

CHAPTER 7 – SEPARATION FROM EMPLOYMENT AND FURLOUGH

SECTION 7.1 RESIGNATION/RETIREMENT

An employee wishing to resign is asked to submit a written notice two weeks prior to leaving. The notice should include the reasons for resignation and the effective date. The last day of employment shall not fall on a paid holiday. Employees contemplating retirement should contact Human Resources and Risk Management at least 90 days prior to their anticipated retirement date. Employees will not be considered as "retired" from the City for purposes of any terms or conditions for City "retirees" unless the employee resigns from City service and also retires with CalPERS in accordance with applicable statutes, rules, and regulations.

Prior to leaving, the Human Resources and Risk Management Director, will arrange an exit interview to collect issued items, where the employee will be expected to return all City property, including keys to City facilities or work areas, uniforms, equipment and the City Employee Identification Card.

SECTION 7.2 LAYOFF

7.2.1 General Policy

Whenever, in the judgment of the City Manager, and subject to City Council approval by resolution, it becomes necessary to abolish any position or employment, the employee holding such position or employment may be laid off without disciplinary action and without the right of appeal. The City Manager will determine the class and number of positions to be affected, and the layoff date. Action under this section may be taken for any of the following reasons:

a. Lack of Work;

b. Budgetary Reasons;

c. Elimination of Programs;

d. Elimination of Services; or

e. Any other legitimate reason as determined by the City Manager

7.2.2 Order of Layoff

In each class of positions, employees will be laid off according to employment status in the following order: temporary, part-time, probationary, then regular. Temporary, part-time, and probationary employees will be laid off according to the needs of the service as determined by the City Manager. In cases where there are two or more regular employees in the class from which the layoff is to be made, such employees will be laid off on the basis of the most recent performance evaluation, with the employee with the least satisfactory performance being laid off first. In cases where their most recent performance evaluations are equal, the employee with less seniority will be laid off first. For purposes of layoff, "seniority" is defined as total time employed by the City from the employee's date of hire to present.

7.2.3 Vacancy and Demotion

Except as otherwise provided, whenever there is a layoff, the City Manager may, but is not required to, first demote an employee identified for lay-off to a vacancy, if any, within the department in a lower class for which the employee is qualified. Secondly, employees may request to demote to a vacant position within the organization. An employee who is offered a demotion has the right to refuse the demotion without losing his/her right to be placed on a reemployment list.

7.2.4 Recall List

The name of every regular employee who is laid off, transferred, or demoted to a classification in the same department for longer than one (1) pay period due to layoff, shall be placed on the Recall List maintained by Human Resources and Risk Management.

Vacancies to be filled within a department shall be offered, first in order of performance, to individuals named on the Recall List who at the time of the layoff, held a position in the same regular full time job classification or in the same regular part time job classification within the department as the vacancy to be filled. Individual names may be removed from the Recall List by the Human Resources and Risk Management representative, for any of the following reasons:

a. The expiration of one (1) year from the date of placement on the List.

b. Reemployment with the City in a regular full-time position in a department other than that from which the employee was laid off.

c. Failure to respond within fourteen (14) calendar days of mailing of a certified letter regarding availability for employment.

d. Failure to report to work within fourteen (14) calendar days of mailing of a certified letter containing a notice of reinstatement to a position absent mitigating circumstances.

e. Request in writing to the City Manager to be removed from the List.

7.2.5 Status on Re-employment

A regular employee who has been laid off and is reemployed in a regular position within one (1) year from the date of his/her layoff or termination shall be entitled to:

a. Restoration of seniority accrued prior to and during layoff.

b. Credit for all service prior to layoff for the purpose of determining the rate of accrual of vacation leave.

c. Placement in the salary range at the same job classification in the same department from which he/she was laid off.

SECTION 7.3 ABANDONMENT OF EMPLOYMENT

7.3.1 Determination and Notification

When an employee has been absent without authorization from work for more than three workdays, and in the opinion of the Department Head the employee has abandoned his/her position, the Department Head shall notify the City Manager. The City Manager, or designee, shall notify the employee that the City has determined he/she has abandoned his/her position and that the employee has four working days upon receipt of the notice to contact the City regarding his/her intent to return to work. The notice shall also advise the employee that failure to contact the City within the four-day period shall be deemed an automatic resignation effective on the fifth day. Such notice shall be in writing and sent by regular U.S. mail, via overnight delivery, certified mail, or personal service to the last address listed in the employee's personnel records.

7.3.2 Employee's Response

Where an employee fails to respond within four working days to the notice of abandonment of position, the employee may be considered to have abandoned his/her position of employment with the City. Abandonment of position shall constitute an automatic resignation from the City service.

If the employee contacts the City within the four-day period, the employee may avoid automatic resignation as provided in this section, however, the employee may still be subject to disciplinary action.

7.3.3 Circumstances When Abandonment Occurs

Abandonment of position may include, but is not limited to:

a. Where an employee fails to return to his/her employment upon conclusion of any authorized leave of absence;

b. Where an employee fails to properly notify by telephone, verbally, or in writing his/her immediate Supervisor of absence due to sickness or injury, except as otherwise required by law; or

c. Where an employee fails to appear for work without notification or express agreement between the Supervisor and the employee as to the use of any leave time set forth under the City's personnel policies, except as otherwise required by law.

SECTION 7.4 FURLOUGH AND REDUCTION OF HOURS

7.4.1 Determination and Notification

The City may implement a furlough or temporary reduction of scheduled hours whenever, in the judgment of the City Council, it becomes necessary to take such actions. The City Manager will consult with affected Department Heads to determine the number of affected employees and will notify affected employees in writing of their selection for furlough or temporary reduction of hours. Such written notice will include the start and end date, the resulting reduction in pay, and any other applicable terms and conditions. Affected employees are not entitled to appeal their selection through either disciplinary appeal or grievance procedures. Affected employees may not

use accrued, paid leave time during designated furlough time or to supplement reduced work hours.

7.4.2 Status While on Furlough

Affected employees may not use accrued, paid leave time during designated furlough time or to supplement reduced work hours. Affected employees will be deemed to remain in paid status for purposes of accrual of leave, seniority, and other eligibility for benefits, and will not be considered to have a break in service for purposes of these Rules. Furlough or reduced schedule time will not be considered “hours worked” for purposes of overtime and will not be counted towards completion of probationary periods under these Rules.

APPENDIX A

Executive Classifications

- Assistant City Engineer
- Assistant City Manager
- Assistant Community Services & Recreation Director
- Assistant Finance Director
- Assistant Human Resources & Risk Management Director
- Assistant to the City Manager
- City Clerk
- City Manager
- Community Development Director
- Community Safety & Technology Director
- Community Services & Recreation Director
- Deputy City Manager
- Finance Director / City Treasurer
- Human Resources & Risk Management Director
- Public Works Director / City Engineer

Management Classifications:

- Building Official
- City Planner
- Code Enforcement Manager
- Community Services & Recreation Manager
- Economic Development Manager
- Human Resources & Risk Manager
- Information Technology Manager
- Maintenance & Operations Manager
- Principal Engineer
- Public Information Officer
- Public Works Manager
- Risk Manager

APPENDIX B

Management Classifications:

- Finance Manager
- Purchasing Manager

APPENDIX C:

Non-Management Exempt Classifications:

- Associate Engineer
- Associate Planner
- Landscape & Facilities Superintendent
- Principal Accountant
- Principal Management Analyst
- Principal Planner
- Public Works Superintendent
- Purchasing Supervisor
- Senior Communications Officer
- Senior Engineer
- Senior Environmental Compliance Analyst
- Senior Human Resources & Risk Management Analyst
- Senior Information Technology Business Systems Analyst
- Senior Management Analyst
- Senior Planner

ACKNOWLEDGEMENT OF RECEIPT

Each employee shall verify that he/she has been given a copy of this manual. The acknowledgement shall be dated and signed by the employee and the original maintained in the employee's personnel file.

I have been given a copy of the City of Eastvale's ("City") Personnel Policies and Procedures Manual ("Manual"). This Manual applies to all employees of the City and to others as indicated.

I understand that it is my responsibility to read the Manual and to comply with its provisions. I also understand as a City employee, I must maintain my City badge on my person at all times while performing City business.

I further understand that the Manual contains important information governing my employment with the City, including regulations and obligations that are expected of me as a City employee. Furthermore, I understand that I am obligated under the California Constitution that I am declared to be a Disaster Service Worker, as outlined in Government Code 3102, and as further defined in this Manual under Section 2.1.i.

I understand that my failure to comply with these policies may result in disciplinary action, up to and including termination. If I have questions concerning these policies, I will bring them to the attention of my supervisor, department head, or Human Resources and Risk Management.

I understand that because it is not possible to anticipate every situation that may arise in the workplace and because laws and programs change, the City reserves the right to modify, supplement, rescind, or revise any provisions of this Manual (other than the employment at-will provisions and provisions compelled by law), at any time as it deems necessary or appropriate in its sole discretion.

I understand that nothing in this Manual is intended to create a contract of employment with the City, or to create an expectation of continued employment for any specified term.

I understand that the original of this acknowledgement of receipt will be placed in my personnel file.

Dated: _____ _____

Signature

_____

Employee's Name

CITY OF EASTVALE PERSONNEL POLICIES AND PROCEDURES MANUAL

July 1, 2026

Adopted by Resolution 13-14
Revised by Resolution 15-01
Revised by Resolution 17-69
Revised by Resolution 17-75
Revised by Resolution 18-12
Revised by Resolution 18-41
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INTRODUCTION

This Personnel Policies and Procedures Manual ("Manual") applies to all employees of the City of Eastvale ("City") and to others as indicated. An "employee" is generally defined as an individual whose work is within the usual course of the City's business, and directed and controlled, or is subject to the direction or control, by the City with respect to the final results of the work and the details of when, where and how the work is to be done. This Manual contains Employment Policies of the City. Each City employee is responsible for knowing and understanding its contents. In addition, each City employee is responsible for knowing, understanding, and adhering to any specific departmental policy.

Violations of the provisions of this Manual may be addressed as a performance matter and be grounds for disciplinary action. A violation will not make disciplinary action mandatory but will be given such weight as the City determines to be appropriate in view of all the circumstances

Except as otherwise provided, any duties, responsibilities, powers, and authority granted by this Manual or the Personnel Ordinance to any person may be delegated, in writing, to another employee at the discretion of the delegating individual.

Nothing in this Manual shall be deemed to create a vested contractual right for any employee.

Amendments and revisions shall become effective upon adoption by the City Council, or at a later date specified by the City Council when adopting the amendments and revisions. If the terms and provisions of this Manual are inconsistent or in conflict with the terms and provisions of any prior City Personnel Policies and Procedures, resolutions, regulations, and/or policies governing the same subject, the terms of this Manual will prevail and such inconsistent or conflicting provisions or prior rules, resolutions, regulations, and/or policies are hereby repealed.

The City Manager is authorized to issue written guidelines to implement and enforce this Manual, and to make adjustments to avoid or eliminate inequities resulting from its application. Such guidelines shall have the City's best interests as their paramount concern, and shall be consistent with applicable state and federal guidelines. The City Manager may delegate any of the powers and duties conferred upon the City Manager as the Personnel Officer to any other officer or employee of the City or may recommend that such powers and duties shall be performed under contract.

In the event of a conflict between this Manual and an Administrative Policy or a Department's policy or procedure, this Manual shall control.

When any local, state, or federal ordinance, regulation, or law that is incorporated in this Manual or upon which this Manual relies is amended, this Manual shall be deemed amended in conformance with those amendments.

If any section, subsection, sentence, clause, or phrase of this Manual is found to be illegal by a court of competent jurisdiction, such findings shall not affect the validity of the remaining portions of this Manual.

ORGANIZATION

The City was incorporated as a City on October 1, 2010. The City is governed by a City Council, consisting of five (5) persons, each elected for a term of four (4) years. The City Council generally meets twice a month, on the 2nd and 4th Wednesday of each month, unless otherwise directed by the City Council.

The City Council adopts policies and specifies what City services are to be provided to City residents. Some of the services that the City provides includes public safety services (Police [through contract with the Riverside County Sheriff's Department] and Fire [through contract with CalFire]), Building and Safety Services, Animal Control (through contract with Riverside County), Planning and Public Works.

The City Council's policies are implemented by the City Manager, who is directly responsible to the City Council for the administration and implementation of the Council policies and priorities. To assist the City Manager, the City employs a staff of administrative, technical and field personnel. The City further utilizes contractors to provide a number of City services. Contractors are not City employees.

The City's activities and services are divided into functional departments, with Department Heads assigned to each department.

DEFINITIONS

General Definition: All words and terms used in this Manual and in any personnel policies or procedures are intended to be defined as they are normally and generally defined in the field of personnel administration, unless a specific definition is provided in this Manual.

Specific Definitions:

Acting Appointment: An interim appointment of a current City employee by the City Manager to temporarily perform the full duties of a position with a higher maximum base rate of pay.

City: The City of Eastvale.

City Council: The City Council of the City of Eastvale.

Class/Class of position/Classification: All positions sufficiently similar in duties, authority, qualifications, and responsibility, to permit grouping under a common title in the application with equity of common standards of selection, transfer, demotion, and salary.

Compensation: The salary, wage, allowance, and all other forms of valuable consideration earned by or paid to any employee by reason of service in any position, but does not include expenses authorized and incurred incidental to employment.

Classified Service: means the offices, positions and employments in the service of the City which are included or which may hereafter be included under the classified service system by ordinance, except the following: 1) Elected officers; 2) Members of appointed boards, commissions and committees; 3) Persons engaged under contract to supply expert, professional, or technical services for a definite period of time; 4) Volunteer personnel; 5) City Manager; 6) City Attorney; 7) Department heads; 8) Management classifications listed in appendix A to this Manual; and employees hired on or after July 1, 2026, in the management classifications listed in appendix B; and 9) Employees serving in hourly, temporary, provisional, or seasonal appointments.

City Manager: The City Manager of the City of Eastvale or designee.

Days: Calendar days unless stated otherwise in these Rules.

Domestic Partner/Registered Domestic Partner: Means a member of a registered domestic partnership under California law.

Eligibility List: A list that contains the names of successful applicants according to their relative performance in the examination process and other terms set forth in this Manual. The applicants may be ranked in descending final ratings based on average scores through the interview process.

Eligibles: Persons who have taken an open-competitive examination or promotional examination and have qualified for placement on an eligibility list.

Full-Time Employees: Employees who hold budgeted positions that normally require a 40-hour work week or that have been approved by the City Council to be a full-time position.

Furlough: Temporary, involuntary, non-disciplinary employee absence from duty that may be implemented by the City in addition to, or as an alternative to, layoff or other cost saving measures. Furlough time does not constitute a break in service for purposes of these Rules.

Human Resources and Risk Management Director: The Human Resources and Risk Management Director or designee, as may be designated by the City Manager.

Job Description: A written description of a class, identifying factors and conditions which are essential characteristics of the class, including the title, examples of duties and responsibilities which are typical of positions in the class, any factors or conditions which distinguish it from other classes, and necessary or desirable qualifications to perform the duties of positions in the class.

Lay-Off: The separation of employees from the active work force due to lack of work or funds, or organizational changes, or to the abolition of positions by the City Council for any of those reasons.

Personnel Officer: The City Manager is the Personnel Officer for all City employees, except for all positions for which appointing authority is reserved by the City Council or as otherwise provided in the Municipal Code. The City Manager may delegate their appointing authority to a Department Head

Position: A group of duties and responsibilities assigned to an employee.

Probationary Period: An integral part of the selection process during which an employee is required to demonstrate fitness for his/her position based on actual performance of the duties of the position.

Reclassification: The reassignment of one position in a class to a different class by the City Manager in accordance with this Manual.

Reemployment List: A list of names of laid off employees, who may have reinstatement rights, for a specific classification or position.

Regular Full Time or Regular Part Time Employee: An employee in the classified service who has successfully completed the probationary period and has been retained in accordance with this Manual.

Resignation: The voluntary separation of a City employee from the City service. A written resignation is accepted upon receipt by the City and may not be withdrawn except by authorization of the City Manager when it is deemed that the City's best interests are served by permitting resignation withdrawal.

Salary Rate/Base Salary Rate: The dollar amount paid to an employee in accordance with the salary range for the employee's class, exclusive of any overtime compensation, stipends, premium pay, or other wage augments.

Temporary Employee: A person who is employed by the City for a limited period of time for a specified, limited purpose. Temporary Employees may not work more than 1,000 hours per fiscal year, and full-time Temporary Employees may not work for longer than 6 continuous months. Temporary Employees are eligible for only those benefits required by applicable State and Federal laws. Temporary Employees are at-will employees and may be separated from employment at any time with or without cause. Temporary Employees are not subject to the terms and conditions of the following sections of this Manual: 1) Section 1.6 Recruitment; 2) Section 1.9 Probation; 3) Section 1.18 Telecommuting; 4) Section 2.6 Bi-lingual Pay; 5) Section 2.7 Temporary Assignments; 6) Section 2.8 Call Back Pay; 7) Section 2.9 On Call (Standby) Pay; 8) Section 2.10 Car Allowance; 9) Section 2.11 Phone Allowance; 10) Section 3.1 Holidays; 11) Section 3.4 Retirement; 12) Section 4.2 Vacation;13) Section 4.13 Personal Leave of Absence without Pay; 14) Section 4.14 Jury Duty; 15) Section 4.16 Bereavement Leave; and 16) Chapter 5.

CHAPTER 1 - EMPLOYMENT

SECTION 1.1 EQUAL EMPLOYMENT OPPORTUNITY

The City is an equal opportunity employer and makes employment decisions on the basis of merit. The City wants to have the best available persons in every job. The City's policy prohibits unlawful discrimination based on race, religious creed, color, national origin, ancestry, sex, age over 40, physical or mental disability, medical condition, pregnancy (including childbirth and related medical conditions or disabilities), sexual orientation, marital status, gender identity, gender expression, genetic characteristics or information, military or veteran's status, reproductive health decision making, a combination of those characteristics, and/or any other characteristic protected by federal and/or state law. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or a combination of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics or a combination of those characteristics, and any other basis protected by federal, state or local law or ordinance or regulation. The City is committed to treating all employees equally and fairly regardless of these actual or perceived characteristics or associations. All such discrimination is prohibited. This policy applies to all City employees, applicants, interns, volunteers and persons providing services pursuant to a contract.

SECTION 1.2 POLICY PROHIBITING DISCRIMINATION, HARASSMENT, AND RETALIATION

The City's policy prohibits unlawful harassment and discrimination based upon an applicant or employee's race, genetic information, religion, creed, color, sex, gender, gender identity, gender expression, sexual orientation, national origin, ancestry, military or veteran status, marital status, pregnancy, reproductive health decision-making, childbirth, breastfeeding, or a related medical condition, age over 40, medical condition, physical or mental disability, or a combination of those characteristics, or any other characteristic protected under state, federal, or local law.

The City also prohibits unlawful harassment and discrimination based on the perception that anyone has any of those characteristics or a combination of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics or a combination of those characteristics. In addition, the City prohibits retaliation because of the applicant or employee's opposition to a practice he/she reasonably believes to constitute employment discrimination or harassment or because of his/her employee's participation in an employment investigation, proceeding or hearing.

Applicants or employees who believe they have been harassed, discriminated against, or retaliated against, should report that conduct in accordance with the City's complaint procedures. Applicants and employees should review the City's complete Policy Prohibiting Discrimination, Harassment and Retaliation Policy.

SECTION 1.3 DISABLED APPLICANTS AND EMPLOYEES

The City has a commitment to ensure equal opportunities for disabled applicants and City employees. Every reasonable effort will be made to provide an accessible work environment for such employees and applicants. Employment practices (e.g., hiring, training, testing, transfer, promotion, compensation, benefits, and disciplinary action) will not discriminate against disabled employees or applicants. The City provides employment-related reasonable accommodations to qualified individuals with disabilities within the meaning of the California Fair Employment and Housing Act ("FEHA") and the Americans with Disabilities Act ("ADA").

1.3.1 Request for Accommodation

An applicant or employee who desires a reasonable accommodation to perform essential job functions should make such a request in writing to Human Resources and Risk Management. The request must identify: a) the job-related functions at issue; and b) the desired accommodation(s). Reasonable accommodation can include, but is not limited to job restructuring, reassignment to a vacant position for which the employee is qualified, and making facilities accessible. In accordance with applicable law, the City may permit use of accrued leave or authorize a temporary unpaid leave as a reasonable accommodation, if such leave is reasonably expected to result in the employee's return to work, with or without additional reasonable accommodation.

1.3.2 Reasonable Documentation of Disability

Following receipt of the request, Human Resources and Risk Management may require additional information, such as reasonable documentation of the existence of a disability or additional explanation as to the effect of the disability on the employee's ability to perform the employee's essential functions, but will not require disclosure of diagnosis or genetic history.

1.3.3 Interactive Process

The City will engage in the interactive process, as defined by the FEHA and ADA, to determine whether an applicant or employee is able to perform the essential functions of the position sought or currently held. During this process, the City will examine potential reasonable accommodations that will make it possible for the employee or applicant to so perform. Such interactive process will include a meeting with the employee or applicant, the City, their representatives (if any), and, if necessary, the employee or applicant's health care provider.

1.3.4 Case-by-Case Determination

The City determines, in its sole discretion, whether reasonable accommodations(s) can be made, and the type of reasonable accommodations(s) to provide. The City will not provide an accommodation that would pose an undue hardship upon the City or that is not required by law. The City will inform the employee of any decisions made under this section in writing.

1.3.5 Fitness for Duty Leave

While the City is engaged in the interactive process with an employee, the City may require that the employee be placed on a fitness for duty leave in accordance with Section 4.18.

SECTION 1.4 ACCOMMODATION FOR SINCERELY HELD RELIGIOUS BELIEF

The City will make reasonable accommodations to the known sincerely held religious beliefs of a person during the hiring process and in the course of employment, if the accommodation would resolve a conflict between the person's religious beliefs, unless doing so would impose an undue hardship on the City. The following procedure shall apply:

1.4.1 Procedure for Requesting a Religious Accommodation.

If a person believes that a religious accommodation is necessary, the person should submit a request for accommodation to Human Resources and Risk Management. This request may be

made orally or in writing, however the City encourages written requests. Such requests should include the following relevant information:

a. A description of the accommodation requested;

b. The reason the accommodation is necessary; and

c. A description as to how the accommodation will resolve the conflict between the person's religious beliefs or practices and the City's application or employment requirements for the corresponding position.

Upon receiving the request, the City will invite the person to a meeting to explore potential accommodations that could resolve the conflict between the person's religious beliefs and the City's application or employment requirements for the corresponding position. The City may provide the person's requested accommodation or may provide an alternative reasonable accommodation based on the City's discretion, to the extent that an effective accommodation is available without imposing undue hardship on the City.

SECTION 1.5 LACTATION ACCOMMODATION

a. In accordance with applicable state and federal law, an employee who needs to express breast milk for the employee's infant child will be permitted to take a reasonable amount of break time for that purpose, as a lactation accommodation. The break time must, if possible, run concurrently with any break time already provided to the employee. For non-exempt employees, break time that takes place outside of authorized paid rest time is unpaid. To the extent that break time would seriously disrupt the City's operations, the City may limit the employee's use of such time.

b. An employee seeking lactation accommodation must contact Human Resources and Risk Management by email, or via other written communication. The City will respond via email or other written document within a reasonable period of time to acknowledge the request. Before implementing a lactation accommodation, the City will request input from the employee and the employee's supervisor(s) regarding the anticipated timing of lactation break(s) and proposed location(s) for taking lactation breaks.

c. Following such a request, the City will provide written details to the employee regarding the terms of the lactation accommodation, which will include:

(i) Identification of a space, other than a bathroom, that is in close proximity to the employee's work area, is safe, clean, free of hazardous materials, and that is shielded from view and free from intrusion while the employee is expressing milk.

(A) The City will also ensure that the space contains a place to sit and a surface to place a breast pump and personal items and contains access to electricity or alternative devices (such as extension cords or charging stations) needed to operate an electric or battery-powered breast pump.

(B) If the designated space is a room that may also be used for purposes other than lactation, the City will ensure that the use of the room for expression of milk will take priority over other uses.

(ii) Identification of a sink with running water and a refrigerator (or other cooling device suitable for storing expressed milk) that are in close proximity to the employee's work area and that will be accessible for the employee's use.

SECTION 1.6 RECRUITMENT/SELECTION OF EMPLOYEES

All persons considered for employment with the City shall be qualified to perform the duties of the position for which they may be employed. No individual who has served as an elected or appointed member of a legislative body of the City will be considered for employment with the City unless that individual is no longer serving as an elected or appointed official of the City and a period of one year has passed since their service as an elected or appointed official terminated.

As set forth in greater detail below, all new employees may, depending upon the job applied for, be required to undergo fingerprinting, background check, medical and/or psychological exams, polygraphs, and pre-employment drug testing before reporting for work. All employees shall be required to sign an Oath of Office pursuant to State law.

All new employees must provide and maintain necessary documentation to prove identity and the right to work in the United States in accordance with Federal and State Immigration and Naturalization laws (per I-9 Form). Failure to provide such documentation will result in disqualification from selection and/or grounds for immediate termination.

These steps establish a procedure for all phases of the employment process for regular full time and regular part- time employees. The City Manager, or designee, will administer and coordinate the hiring process for all position vacancies to ensure compliance with contractual, legal and equal employment opportunity requirements. All such hiring efforts are conducted in the spirit of equal opportunity and non- discrimination.

All regular full-time and regular part-time City appointments and promotions shall be based on merit and fitness and will be determined by the results of any or all of the following testing procedures: written test, practical skills examination, and/or oral interview.

1.6.1 Internal Recruitment

The City Manager, or designee, may first consider recruitment from within the City. Recruiting from within the City is considered an internal recruitment and must be recommended by the Department Head and approved by the City Manager.

It is the policy of the City to recruit from within the City organization whenever feasible and consistent with the City's interests of developing and retaining talent. Electronic job-flyers will be prepared and disseminated to employees informing them of current openings, and qualified employees are encouraged to apply.

Full-time and part-time employees interested in internal opportunities shall follow the procedures below:

a. Employee(s) may submit a completed City Employment Application to Human Resources and Risk Management, by the position's stated closing date. A supplemental questionnaire may also be required, as noted on the electronic job flyer.

b. The Human Resources and Risk Management Director will notify the employee(s) if he/she will be interviewed or tested for the position.

c. After successfully completing the selection process, and upon the City Manager's approval, the selected employee(s) will be notified of their appointment to the position(s).

1.6.2 Open Recruitment

a. If an internal recruitment is not recommended or approved, the Human Resources and Risk Management Director, will seek candidates through a recruitment open to internal and external candidates.

The Human Resources and Risk Management Director will determine the best method for seeking candidates through open recruitment, including, but not limited to any of the following procedures: job announcements in print and online, mailing lists and/or advertisements through professional associations and related outreach.

1.6.3 Examination Process

Examinations shall be conducted to assist with the selection of qualified candidates. Test selection techniques will examine the qualifications of the candidates. Tests may include, but are not limited to, written tests, personal interviews, performance tests, physical agility tests, evaluation of daily work performance, work samples, or any combination of these. All examinations given will be job related and designed to determine a candidate's knowledge, skills, and abilities to perform the essential job functions.

Pre- employment physical, medical, psychological, drug and alcohol tests may be given as part of any examination if required for performing the essential job functions. Any such examinations will be performed only after a conditional offer of employment has been made.

The City Manager, or designee, will ensure that all examination results remain confidential and that reasonable accommodations are made in examinations for persons with disabilities under the ADA and/or FEHA, when needed.

1.6.4 Interview Process

The employment interview is a significant part of the selection process. The interviewer's function is to discover a candidate's knowledge, skills, and abilities to perform the essential job functions. Certain guidelines must be observed to ensure compliance with State and Federal laws and to maximize the reliability of the interview process.

Interview questions must be job-related and designed to measure a candidate's job knowledge, experience and education necessary to perform the essential job functions.

All interview panel members, if utilized by the City Manager, will be informed of the position responsibilities and requirements and each panel member must independently rate candidates using an objective measurement scale developed by the City.

Only the most highly rated candidate (s) will be considered for final evaluation and review.

1.6.5 Reference Check

Before an offer of employment is extended, the City shall conduct a reference check on any candidate. The purpose of the reference check is to verify prior employment duties, dates of employment, performance record, attendance record, and any other pertinent information.

1.6.6 Criminal Conviction History

Except as otherwise required by law, the City will only inquire about criminal conviction history after it has issued a conditional offer of employment. Applicants who receive a conditional offer of employment may be requested to be fingerprinted and/or undergo a background screening, as part of the examination process. Refusal of an applicant or employee to be fingerprinted, failure to report for fingerprinting or failure to provide such information as is necessary to conduct a background check will be sufficient cause for disqualification for employment or termination from employment.

1.6.7 Rejection

The City may reject an applicant, at any point in the recruitment or hiring process, under any of the following circumstances:

a. The applicant does not possess the minimum qualifications required for the position;

b. The applicant failed to submit a complete application;

c. The applicant has made any false statement, misrepresentation, or omission of any material fact, or who had practiced, or attempted to practice, any deception or fraud in the person's application;

d. The applicant has not signed the application under penalty of perjury;

e. The applicant did not submit the application in a timely manner;

f. The applicant has otherwise violated provisions of these Rules; or

g. The applicant has demonstrated other reasons which would indicate that the applicant is unfit for the position.

Applicants disqualified from further participation in the selection process will be promptly notified to permit submission of additional information provided that the time limit for receiving applications has not expired. Notice will be e-mailed to the last known e-mail address; it will be the applicant's responsibility to keep the applicant's current e-mail address on file. Whenever an application is rejected, Human Resources and Risk Management will e-mail notice of such rejection to the applicant.

In addition, applicants with the least desirable background or qualifications among a large number of applicants may be denied further participation in the selection process through an evaluation of their qualifications, thus providing a reasonable number of the best qualified candidates for consideration.

1.6.8 Candidate Notification

After references are verified and a decision to provide a conditional job offer is made, the City will notify the selected candidate, in writing, and make an employment offer, contingent upon passing required health screening as defined in Section 1.7 below and successful completion of a criminal history check as provided in Section 1.6.5 above, as may be applicable. Once the candidate successfully completes the medical examination and criminal history check, as may be applicable, all other candidates, if any, will be notified in writing that they were not selected for the position and that they will remain on the eligibility list for a one year period.

SECTION 1.7 MEDICAL EXAMINATIONS

Following a conditional offer of employment, prospective employees may be required to complete a job related pre-employment medical examination. The City may require that employees take a psychological and/or a medical examination, as it deems necessary in order to determine employees to be mentally and physically capable of performing the essential functions of the job. Conditional offers of employment are made contingent upon passing this medical examination, however, the City will make reasonable accommodations to the special needs of any disabled individual as required by law. A licensed health care provider chosen by the City will perform such examination without cost to the prospective employee. The prospective employee will be required to complete a medical history questionnaire and a medical records release as necessary to facilitate the examination. The health care provider will indicate the employee's fitness for employment on the examination form. Depending on the essential functions of a position, a medical examination may be required for:

a. Applicants who have received a conditional offer of employment;

b. Employees seeking a transfer from one position requiring general physical abilities to another position requiring physical abilities of a different nature;

c. Employees returning to work from a medical leave of absence. The physician conducting the medical examination will be supplied with a current job description indicating the essential functions of the position; or

d. When a supervisor observes or receives a reliable report of an employee's possible lack of fitness for duty. Observations and reports may be based on, but are not limited to, employee's own self-report of potential unfitness, dexterity, coordination, alertness, speech, vision acuity, concentration, response to criticism, interactions with the public, co-workers, and supervisors.

1.7.2 Confidentiality.

The results of all medical examinations will be kept confidential. Examination results for newly hired employees and employees transferring to another position will be kept in the employee's confidential medical file. No employee will hold any position in which the employee is not able to perform the essential functions of the job, with or without reasonable accommodation.

1.7.3 Regulatory Compliance.

Certain employees are subject to regulations issued by the Department of Transportation and/or the California Department of Motor Vehicles. All such employees must meet the standards set forth in those regulations as part of the hiring process and as part of continued employment.

SECTION 1.8 NEPOTISM AND CONSENSUAL ROMANTIC RELATIONSHIPS

1.8.1 Nepotism

a. Definitions:

(i) Applicant. A person who applies for a position at the City and is not a Current Employee.

(ii) Change of Status. A change in the legal status or personnel status of one or more Current Employees.

(A) Changes in legal status include but are not limited to marriage, divorce, separation, or any such change through which a Current Employee becomes a Family Member or ceases to be a Family Member of another Current Employee.

(B) Changes in personnel status include but are not limited to promotion, demotion, transfer, resignation, retirement or termination of a Current Employee who is a Family Member of another Current Employee.

(iii) Current Employee. A person who is presently a City employee, or an elected or appointed City official.

(iv) Direct Supervision. One or more of the following roles, undertaken on a regular, acting, overtime, or other basis shall constitute Direct Supervision:

(A) Occupying a position in an employee's line of supervision; or

(B) Functional supervision, such as a lead worker, crew leader, or shift supervisor; or

(C) Participating in personnel actions including, but not limited to, appointment, transfer, promotion, demotion, layoff, suspension, termination, assignments, approval of merit increases, evaluations, and grievance adjustments.

(v) Family Member. A spouse, domestic partner, parent, parent-in-law, step-parent, legal guardian, sister, step-sister, sister-in-law, brother, step-brother, brother-in-law, child, step-child, legal ward, daughter-in-law, son-in-law, grandchild, or grandparent.

(vi) Prohibited Conduct. Conduct by Family Members including, but not limited to, one or more of the following:

(A) Participation directly or indirectly in the recruitment or selection process for a position for which a Family Member is an Applicant.

(B) Direct Supervision of a Family Member that does not comply with limitations set forth in this policy;

(C) Conduct by one or more Family Members that has an adverse effect on supervision, safety, security or morale.

b. Applicants for Employment.

(i) Right to Apply. No qualified Applicant may be denied the right to file an application for employment and compete in the examination process. However, consistent with this policy, the City may reasonably regulate, condition, or prohibit the employment of an Applicant.

(ii) Disclosure of Relationship. Each Applicant is required to disclose the identity of any Family Member who is a Current Employee.

(iii) Review of Human Resources and Risk Management Director. For each Applicant who has a Family Member who is a Current Employee, the Human Resources and Risk Management Director shall assess whether any of the following circumstances exist:

(A) Business reasons of supervision, safety, security or morale warrant the City's refusal to place the Applicant under Direct Supervision by the Family Member; or

(B) Business reasons of supervision, security, or morale that involve potential conflicts of interest or other hazards that are greater for Family Members than for other employees, which warrant the City's refusal to permit employment of Family Members in the same department, division, or facility.

(iv) Decision of the Human Resources and Risk Management Director. If the Human Resources and Risk Management Director determines that either of the above circumstances exist, the Human Resources and Risk Management Director shall exercise his or her discretion to either reject the Applicant or consider the Applicant for employment in a position that does not present either of the above circumstances.

(A) Following examination, if the Applicant is successfully certified as eligible pursuant to Section 1.6.7, he or she may be employed in a position for which the Human Resources and Risk Management Director has determined that neither circumstance exists pursuant to Section 1.8.1.b.iii above.

(B) When an eligible Applicant is refused appointment by virtue of this section, his or her name shall remain on any employment list that has been created for openings in the same classification. For each opening, the Human Resources and Risk Management Director shall make a determination consistent with Section 1.8.1.b.iii above.

c. Guidelines for Current Employees.

(i) Employees shall report a Change of Status to the Human Resources and Risk Management Director within a reasonable time after the effective date of the Change of Status. Wherever feasible, Employees shall report a Change of Status in advance of the effective date.

(ii) Within thirty days from receipt of notice, the Human Resources and Risk Management Director shall undertake a case-by-case consideration and individualized assessment of the particular work situation to determine whether the Change of Status has the potential for creating an adverse impact on supervision, safety, security, or morale.

(A) The Human Resources and Risk Management Director shall consult with the affected Department Head to make a good faith effort to regulate, transfer, condition or assign duties in such a way as to minimize potential problems of supervision, safety, security, or morale.

(B) Notwithstanding the above provisions, the City retains the right to exercise its discretion to determine that the potential for creating an adverse impact on supervision, safety, security, or morale cannot be sufficiently minimized and to take further action as set forth in Section 1.8.1.d.ii below.

d. Monitoring by Department Head.

(i) Following a Change of Status or new hire of a Family Member, affected Department Heads shall reasonably monitor and regulate both Family Members' conduct and performance for a period of one year from the date of the Human Resources and Risk Management Director's determination. The Department Head shall document these actions. Successive Department Heads may re-visit such a determination at their discretion.

(ii) If the Department Head determines, subject to any applicable requirements of due process, that an employee has engaged in Prohibited Conduct, the Department Head shall re-visit the Human Resources and Risk Management Director's determination. Depending on the severity of the Prohibited Conduct, the Department Head may recommend that the Human Resources and Risk Management Director take one or more of the following additional measures:

(A) Transfer one of the Family Members to a similar position that would not be in violation of this policy. The transfer will be granted provided the Family Member qualifies and there is an opening to be filled. There can be no guarantee that the new position will be within the same classification or at the same salary level.

(B) If the situation cannot be resolved by transfer, one of the Family Members must separate from City employment. If one of the employees does not voluntarily resign, the employee with primary responsibility for the Prohibited Conduct will be discharged.

(iii) Department Heads who receive complaints from other employees that one or more Family Members has engaged in Prohibited Conduct shall respond in accordance with existing complaint and disciplinary procedures, where applicable.

(iv) Where situations exist prior to the effective date of this policy that may be in conflict with this policy , every effort shall be made to reasonably address the situation so as to avoid any future conflict.

e. Appeal of Human Resources and Risk Management Director Determination. Current Employees and Applicants affected by the application of this policy, may appeal the action to the Human Resources and Risk Management Director within ten days of the action. The Human Resources and Risk Management Director shall hear the individual's concerns and issue a written decision within 30 days of receipt of the individual's appeal. An individual who is dissatisfied with

the Human Resources and Risk Management Director's decision may appeal to the City Manager within five days of receipt of the Human Resources and Risk Management Director's decision. The City Manager shall hear the individual's concerns and issue a written decision within 30 days of the receipt of the individual's appeal. The decision of the City Manager is final, and no other appeal may be had unless the employee is entitled to further administrative appeal under other provisions of this Manual.

f. Employee Complaints. Employees who believe that they have been adversely affected by Prohibited Conduct by one or more Family Member should submit complaints to a Department Head or to the Human Resources and Risk Management Director.

g. Savings Clause. Should any provision of this policy, or any application thereof, be unlawful by virtue of any federal, state, or local laws and regulations, or by court decision, such provision shall be effective and implemented only to the extent permitted by such law, regulation or court decision, but in all other aspects, the provisions of this Article shall continue in full force and effect.

1.8.2 Consensual Romantic Relationships Between Employees

a. General. Consensual romantic or sexual relationships between City employees can lead to misunderstandings, complaints of favoritism, adverse effects on employee morale, and possible claims of sexual harassment during or after termination of the relationship. As a result, such relationships present existing or potential conflicts that adversely affect efficient operation of the City. Relationships that present an actual conflict under this Section are therefore prohibited.

b. Application. This section shall apply to all City employees, regardless of gender or sexual orientation, who have a romantic or sexual relationship with another City employee. The provisions of Section 1.8.1 regarding nepotism shall govern employees who marry or become domestic partners with another City employee.

c. Definition of Conflict. For purposes of this section, a conflict exists if business issues of supervision, safety, security, and/or morale would be impacted by a romantic or sexual relationship between two employees.

d. Supervisor's Duty to Report. If a romantic or sexual relationship exists between a Supervisor and another employee (including another Supervisor), the Supervisor shall promptly disclose the relationship to the Human Resources and Risk Management Director and request a determination as to whether the relationship presents a conflict. The disclosure must identify the names and positions of both employees. A Supervisor's failure to comply with this section shall be grounds for discipline up to and including termination.

e. Determination by Human Resources and Risk Management Director. Within five working days, the Human Resources and Risk Management Director shall issue a written determination as to whether the relationship presents a conflict, and is thereby prohibited. The Human Resources and Risk Management Director, in consultation with the City Manager, shall have exclusive discretion in making the determination.

f. Resolution of Conflicts. Subject to limitations imposed by the Municipal Code and applicable provisions of this Manual, the City Manager or designee will attempt in good faith to work with the Supervisor and the other employee to consider options to eliminate the conflict,

including removing the Supervisory authority that created the conflict, reassignment, transfer or voluntary demotion of a Supervisory employee, or where the City Manager or designee determines that modification of a Supervisor's assignment is not feasible, reassignment, transfer or voluntary demotion of a non-Supervisory employee. The City Manager or designee retains discretion to determine that the conflict may be resolved via voluntary resignation or termination only.

g. Prohibited On-Duty Conduct. All City employees are prohibited from engaging in intimate, physical, or other conduct in furtherance of a romantic or sexual relationship with another City employee at City facilities or assigned work locations, including off-site meetings, conferences, and similar activities. Such conduct is further prohibited during work hours. Moreover, upon termination of a sexual or romantic relationship with another City employee, employees are prohibited from engaging in behavior that adversely affects the working conditions of any City employee. In general, all employees are expected to observe appropriate standards of workplace conduct in their interactions with other City employees.

h. Complaints. Employees who believe that they have been adversely affected by romantic or sexual relationships between City employees should follow the complaint procedures provided under the City's Policy Against Harassment, Discrimination, and Retaliation. The complaint procedures are available to all employees regardless of their past or present participation in a romantic or sexual relationship with another City employee.

SECTION 1.9 PROBATION

The probationary period is an integral part of the employment process and provides the opportunity to observe the employee's work and assist the employee's adjustment to the new position. This section only applies to regular full-time and regular part-time classifications. This section does not apply to at-will management employees.

1.9.1 Duration

All regular employees shall serve probationary periods, and all newly hired employees will serve a minimum one-year probationary period. Employees promoted into a higher-level position shall serve a six-month promotional probationary period. Probationary periods may be extended in accordance with this Manual and as permissible by law.

1.9.2 Rejection of Probationer

When initially hired into a full-time position, every person hired by the City shall be considered probationary until either granted regular status by the City Manager, upon recommendation of the Department Head, or by default at the conclusion of one year. Probationary employees do not have property or vested rights to their position with the City and are considered at-will employees. During the probationary period, an employee may be rejected at any time by the City Manager without cause and without the right of appeal. Notification of rejection in writing shall be served on the probationer and a copy shall be filed with the Human Resources and Risk Management Office.

1.9.3 Extensions

a. Prior to the end of any probation period, the probation period may be extended by a maximum of twelve (12) additional months with the approval of the City Manager, or designee.

b. Periods of time off work during unpaid absences will automatically extend the probationary period by the number of days of the absence. Further, periods of time on paid leave exceeding 20 consecutive working days will extend the probationary period by a corresponding number of days.

c. The employee will be notified in writing of such an extension.

1.9.4 Rejection from Promotional Probation or Employee Initiated Transfer

Any employee rejected during the probationary period following a promotional appointment shall be reinstated to the position from which the employee was promoted if it remains vacant, unless:

a. Charges are filed and the employee is discharged in the manner provided in these rules for positions in the classified service;

b. No vacancy exists for the classification to which the employee would revert; or

c. No funding is available in the classification to which the employee would revert.

If there is no vacancy in the employee's prior position or a similar position or if no such position is funded, the employee may request to be placed on a reemployment list.

1.9.5 Probationary Period Following Demotion, Transfer, Reinstatement or Reemployment

a. Demotion. A new 12-month probationary period will be required following demotion, unless waived by the City Manager. When an employee demotes from one department to another department, a new probationary period will be served in the new department.

b. Transfer. A new 12-month probationary period will be required following transfer, unless waived by the City Manager. When an employee transfers from one department to another department, a new probationary period will be served in the new department.

c. Reinstatement. A new 12-month probationary period will be required upon reinstatement to a position, unless specifically waived in writing by the City Manager

d. Reemployment. Persons appointed to positions by reemployment must serve a new 6-month probationary period, unless the appointment is to the same class in the same department where the person previously successfully completed a probationary period.

SECTION 1.10 PERFORMANCE EVALUATION AND PERFORMANCE IMPROVEMENT PLANS

The purpose of the performance evaluation is to accurately assess the employee's overall job performance, and to set goals with the employee that further job knowledge and enhance skills and abilities. Performance Improvement Plans may be implemented based on the Department Head's sole discretion, are not disciplinary in nature, and aim to assist employees better perform their job duties.

1.10.1 Performance Evaluation

All regular full-time employees, regular part-time employees, and part-time employees will receive a comprehensive performance evaluation from their immediate supervisor annually. The

evaluation period may be extended if the employee takes time off work as follows: 1) unpaid absences will automatically extend the evaluation period by the number of days of the absence; and 2) paid leave exceeding twenty (20) consecutive working days will extend the evaluation period by a corresponding number of days. The employee will be notified in writing of such an extension.

Newly hired City employees, who are subject to a probationary period, may receive an optional performance evaluation during the probationary period, generally six (6) months after the hire date at the City Manager's sole discretion. In the event more than one (1) person supervises an employee, all supervisors are required to participate in the performance evaluation process. Except for the optional performance evaluation during the probationary period, employees may be eligible for a merit increase in conjunction with their annual performance review.

At-will management positions may receive an optional performance evaluation at the City Manager's discretion.

Performance evaluations will be prepared on a City performance evaluation form, discussed with the employee, and placed in the employee's personnel file where it can be examined by the employee at reasonable times upon request. An employee may receive additional performance appraisals from time to time whenever it is considered appropriate by the employee's supervisor(s). Employees will be required to submit their self-evaluation, accomplishments and goals to their supervisor, prior to the preparation of the performance evaluation.

An employee may file a written response to a performance evaluation, regardless of the overall rating, within thirty (30) working days, which will be placed with the evaluation in the employee's personnel file. The written response shall be prepared by the employee on their own time. City time and resources may not be used to prepare the written response. There is no requirement for management to respond in writing to the employee's written response. Performance evaluations provided under this section are not subject to appeal or grievance.

1.10.2 Performance Improvement Plans

An employee's Department Head, or designee, may place an employee on a Performance Improvement Plan ("PIP") to correct an employee's failure to meet departmental performance expectations on a consistent basis. The PIP is designed to clarify performance expectation for employees. It is a supplement to, not a replacement for, an employee's job description detailing the employee's job duties. A PIP will provide employees, among other things, with the following: 1) specific areas for improvement; 2) recommendations regarding strategies to improve the employee's job performance; 3) periodic evaluation of the employee's adherence to the PIP; and 4) timeline indicating the PIP's duration. At the conclusion of a PIP period, one of the following will occur: 1) the PIP will be concluded because the employee has successfully met the expectations; 2) the PIP will be extended; or 3) disciplinary action will be taken.

SECTION 1.11 OUTSIDE EMPLOYMENT, ACTIVITY, OR ENTERPRISE / CONFLICT OF INTEREST

As a public agency, the City must be particularly sensitive to real, potential, or perceived conflicts of interest. The City expects all employees to adhere to the highest ethical and professional standards. City employees are employed on the condition that employment with the City is their primary employment and that they shall not engage in any employment, activity or enterprise for compensation which is inconsistent, incompatible or in conflict with his/her duties, functions or

responsibilities as a City employee. The purpose of this policy is to establish guidelines for City employees regarding dual employment or outside activities that may conflict with City employment.

No City employee shall use his/her name as an employee of the City to seek benefit from any commercial or business enterprise. No employee shall approve or utilize the name, uniform or prestige of the City, or any City department, for any such purpose. Because of their knowledge and expertise, outside employment or other income opportunities may become available to City employees. If an employee is considering such an opportunity, he or she must fully disclose the employment opportunity to the City and to have it carefully reviewed to avoid conflict of interest. Failure to disclose outside employment or potential business opportunities that may create a conflict of interest is grounds for disciplinary action up to and including termination.

Employees shall notify the City Manager in writing if they are considering the following:

a. Simultaneous employment by any other employer;

b. Participation in an outside business on their own or with others; or

c. Involvement in any other outside activity where they receive any form or amount of compensation.

The City Manager or designee shall determine if a conflict exists. If a conflict of interest or scheduling problem exists, the City may terminate the employee's City employment unless the employee elects to resign from the other employment or outside activity.

An employee's outside employment, activity or enterprise may be prohibited if it:

a. Involves the use of City time, facilities, equipment and supplies, the badge, uniform prestige or influence of his/her City department or employment for private gain or advantage.

b. Involves receipt or acceptance by the employee of any money or other consideration from anyone other than the City for the performance of an act which the employee would be required or expected to render in the regular course or hours of his/her City employment or as a part of his/her duties as a City employee.

c. Involves the performance of an act in other than his/her capacity as a City employee which may later be subject directly or indirectly to the control, inspection, review or audit, or enforcement of any other employee to the department by which he/she is employed.

d. Involves such time demands as would render performance of his/her duties as a City employee less efficient.

Procedure for obtaining approval:

a. The employee shall request authorization of outside employment from the employee's Department Head, or designee by completing the Authorization for Outside Employment Form prior to entering into the requested outside employment.

b. The employee's Department Head, or designee shall authorize outside employment in accordance with this policy. In the event a request for outside employment is denied, written comments will be provided to the employee.

c. The employee's Department Head, or designee shall furnish the requesting employee a copy of the Authorization for Outside Employment indicating approval/denial and forward a copy to the employee's personnel file.

d. The employee may appeal the decision determining that the outside employment or activity is prohibited to the City Manager by submitting a written appeal to the City Manager within ten days of such determination. Failure of the employee to submit a timely written appeal shall waive the employee's right to such appeal. The written appeal shall include reasons that the employee believes the determination that the outside employment/activity is not prohibited under this policy.

e. Within ten days of receiving the employee's written appeal, the City Manager shall issue a decision either affirming or reversing the determination regarding the employee's outside employment/activity. The City Manager's decision shall be final and binding and not subject to any further appeal. An employee who continues outside employment/activity after a determination that such outside employment/activity is prohibited is subject to disciplinary action, including and up to termination of employment.

Every public employee who makes or influences governmental decisions is required to submit a Statement of Economic Interest, also known as the Form 700. The Form 700 provides transparency and ensures accountability. It provides necessary information to the public about an employee's personal financial interests to ensure that officials are making decisions in the best interest of the public and not enhancing their personal finances, and it serves as a reminder to the employee of potential conflicts of interest so the official can abstain from making or participating in governmental decisions that are deemed conflicts of interest. The City shall determine positions which fall under the above requirements and notify employees accordingly for submittal of initial and annual statements.

SECTION 1.12 TRAINING OF EMPLOYEES

1.12.1 Policy

a. Subject to Department Head approval, City employees are eligible to request specialized training such as conferences, seminars, special courses, etc. at the City's expense when job related, and where such training also provides a benefit to the City. Training programs may include lectures, courses, demonstrations, webinars, professional association sponsored meetings, or such other examples for the purpose of improving the effectiveness and increasing the knowledge of employees in the performance of their respective duties.

Participation and approval for training shall be at the Department Head's sole discretion and subject to the limitations of the City's budgeted resources. The City Manager, Department Heads, and Supervisors shall strive to ensure that employee training resources are distributed in an equitable manner, while taking into consideration the business necessity of the City for achieving various training needs. Costs associated with training may include registration, lodging, meals, and transportation, on a case- by-case basis. Means of transportation will be recommended and approved by the City Manager in accordance with the City's administrative policies on Travel and Reimbursement, as they may be amended from time to time.

1.12.2 Mandatory Training

Employees may be required to attend mandatory trainings periodically as determined by the City Manager.

SECTION 1.13 POLITICAL ACTIVITIES OF PUBLIC EMPLOYEES

The political activities of City employees are governed by the provisions of Government Code Section 3201, et. seq. In addition and pursuant to Section 3201, City employees are not permitted to participate in any political activity while in the uniform of his/her employment unless on official City business. Further, City employees are not permitted to conduct or engage in any political activity or purpose during those hours that he/she should be discharging the duties of his/her position.

SECTION 1.14 USE OF CAMERAS, VIDEO SURVEILLANCE, AND GPS SYSTEMS

The City utilizes video surveillance and camera systems in the workplace for business purposes including the safety and security of employees. Such cameras and video systems are located in open areas and lobbies. Employees do not have an expectation of privacy related to the City's use of these cameras and video surveillance.

The City also maintains GPS devices on all City vehicles. Employees do not have an expectation of privacy related to the City's use of these GPS devices.

SECTION 1.15 USE OF CITY TECHNOLOGICAL RESOURCES

City employees shall adhere to the City's administrative policy on Use of City Technological Resources, as such administrative policy may be amended from time to time.

SECTION 1.16 MANAGEMENT PREROGATIVES

The City retains, whether exercised or not, solely and exclusively, all express and inherent rights and authorities with respect to determining the level of, and the manner in which, the City's activities are conducted, managed and administered. These management rights include, but are not limited to the following:

a. The right and authority to schedule work and/or overtime work.

b. The right to direct work. An employee's job description does not restrict the type of work to which the employee can be assigned.

c. The right to discipline or to discharge employees, where applicable, subject to the procedures set forth in these Rules.

d. The right to determine assignments and to establish methods and processes by which assignments are performed.

e. The right to transfer employees within departments and to positions outside a department in a manner most advantageous to the City.

f. To evaluate employees and to schedule when an employee's performance evaluation will occur.

g. The right to determine the compensation and benefits that will be paid or provided to employees.

h. The right to make employment decisions.

SECTION 1.17 ACCEPTANCE OF GIFTS

Employees shall adhere to the Political Reform Act and Fair Political Practices Commission (FPPC) regulations with respect to the acceptance and reporting of gifts, and with the City's administrative policy on Ticket and Pass Distribution, as it may be amended from time to time.

Employees shall not accept compensation of any sort from anyone other than the City as consideration for the performance of an act which the employee would be required or expected to render in the regular course or hours of his/her City employment or as part of his/her duties as a City employee.

Employees who are designated under the Political Reform Act and the City's Conflict of Interest Code to provide an economic interest disclosure shall submit the required FPPC Form 700 upon entering office, annually, and upon exiting office, under the direction and coordination of the City Clerk, or designee.

SECTION 1.18 REMOTE WORK

The City maintains a stand-alone Remote Work Policy, employees should refer to the stand-alone policy for details regarding suitable remote work arrangements. As more detailed in the stand-alone policy, some positions are ineligible for remote work and are exclusively in-person.

SECTION 1.19 EMPLOYEE'S HOME ADDRESS AND STATUS OF DRIVER'S LICENSE – DUTY TO UPDATE

1.19.1 Home Address and Related Changes

All City employees shall notify Human Resources and Risk Management regarding any change in their home address, telephone number, email address, and emergency contact information.

1.19.2 Driver's License Changes

a. The possession of a valid California Driver's License may be a requirement for certain City employment positions. Convictions of certain offenses or administrative action by the Department of Motor Vehicles may restrict or prohibit an employee's ability to drive City vehicles or operate City equipment. Therefore, all employees who are required to drive a City vehicle or operate City equipment, shall promptly notify their supervisor, and the supervisor shall ensure that Human Resources and Risk Management is immediately updated on any change, temporary or permanent, in Driver's License status.

b. These changes will be reported in writing directly to Human Resources and Risk Management. The changes will be recorded in the employee's personnel file. .

c. Changes in Driver's License Status will be evaluated by the employee's department head on a case-by-case basis to determine whether the employee can fulfill the

essential duties of the position, as a result of a change involving temporary suspension or full revocation.

SECTION 1.20 PERSONAL APPEARANCE, GROOMING AND DRESS CODE

The appearance employees project to the public and others they come in contact with while at work directly reflects on the City. In the interest of presenting a professional image to the public, the City requires all employees to observe good habits of dress, grooming, and personal hygiene. Subject to the CROWN Act, and any other applicable law, employees must always maintain a professional image.

a. Non-uniformed employees are required to dress each day in business casual dress. Business casual wear is a style of dress which projects a professional, business-like image while still permitting employees to wear more casual and relaxed clothing. Business casual does not include play wear, leisure wear, or beach wear. Clothing and footwear should be clean and in good repair. It may not be faded, torn, frayed, or revealing.

(i) Examples of appropriate business casual wear include, but are not limited to, khaki, "Docker type", gabardine, or wool slacks; polo, collared, or short-sleeved dress shirts; twin sets; sweaters; casual dresses and skirts; and loafer, flat, or dress sandals.

(ii) Examples of inappropriate clothing include, but are not limited to, sweat pants, overalls, t-shirts (other than those provided by the City), sweatshirts (other than those provided by the City), halter tops, tops that are backless or have a low-cut neckline, any shirt with inappropriate language or artwork, athletic shorts, mini-skirts, clothing that is transparent or see-through; dresses with spaghetti straps, hats for in-office staff, or flip flops, including "crocs" or "slippers."

(iii) Upon the approval of an employee's Department Head, an employee may wear casual attire on a day other than a designated casual dress day, if the employee has been assigned a task that would be unsuited to business casual or formal business attire.

b. Formal Business Attire. Employees should always consider each day's activities when determining what to wear. If an employee is representing the City at a meeting (including City Council and Commission meetings), formal business attire should be worn.

c. Grooming. As part of the professional image presented to the public by the City, employees should appear for work in a clean, well-groomed manner.

d. Uniforms. Uniformed employees are expected to wear their uniforms when performing normal work activities, regardless of the time of day or day of the week. All uniforms are still expected to be clean and in good repair. Uniformed employees shall not wear their uniforms while off duty, except during brief stops to and from work and during breaks, such breaks and brief stops do not include time an employee spends running personal errands. Employees may be eligible for a uniform allowance depending on their job classification.

e. Tattoos. Employees may not display via tattoo, branding, or other form of body art ("collectively tattoo") any obscene or offensive images, phrases, or expressions (including profanity and nudity) during their work shift if such material is, or may become visible to others during the employee's work activities while on duty. Employees who have a tattoo, shall reasonably ensure that is not displayed in violation of this requirement by completely covering the

tattoo with a skin-toned patch, long-sleeved uniform shirt, or other material approved by their respective department head. Employees with tattoos that are not prohibited but which the employee chooses not to display, may use similar covering options. Purchase of optional or mandatory covering options may be an appropriate use of uniform allowance for eligible employees.

f. Safety. The City may impose additional restrictions on an employee's attire or grooming when there are safety concerns. Any such restrictions shall be issued in writing.

g. Exceptions. The City Manager may grant exceptions to this policy if requested by an employee as a reasonable accommodation on the grounds that the application of this policy would infringe on an employee's protected characteristics as set forth in Section 1.1 of this Manual, or any other legally protected status.

SECTION 1.21 NEWS MEDIA RELATIONS

From time-to-time, the City, its officials and employees are contacted by representatives of the news media, including press, radio and television. The ultimate authority and the individual responsible for the release of information to the media on behalf of the City is the City Manager. Any media requests for information on behalf of the City shall be referred to the City Manager or his or her designee. At no time shall a City employee make any comment or release any information to the media on behalf of the City without prior approval from the City Manager or his or her designee.

SECTION 1.22 ATTENDANCE AND PUNCTUALITY

a. Attendance. Employees shall be in attendance on time at their workstation or location. Employees will make every effort to schedule personal appointments outside their working hours. Employee adherence to the rules governing attendance, leaves of absence and tardiness will be reviewed and evaluated during the employee's annual performance evaluation. All supervisors will keep track of employee attendance records, which will be reported to Human Resources and Risk Management.

b. Tardiness. It is the responsibility of the employee to arrive at work on or before the assigned time each day. If for some reason beyond the control of the employee, it is not possible for the employee to come to work on time, arrangements in advance with the Department Head must be made at the earliest possible time. In no case will repeat tardiness be tolerated.

c. General Absences. Pre-authorized vacations, floating holidays, authorized compensatory time off, authorized paid/unpaid leaves of absence due to bona fide illness or injury, jury duty, bereavement, or other City leaves are the only types of absences permitted. All others will be considered a violation of this Manual.

d. Unauthorized Absences.

An employee who is absent for a full shift without authorization may be considered on an unauthorized leave of absence. An unauthorized leave of absence may be grounds for disciplinary action or a determination of job abandonment under these Rules.

SECTION 1.23 TOBACCO, E-CIGARETTE, VAPING POLICY

Employees shall not smoke, or use tobacco, e-cigarettes, or vape in any City facility or vehicle, or within twenty feet of any City facility, or while on duty in City uniforms. A violation of this policy shall result in disciplinary action.

SECTION 1.24 PERSONNEL RECORDS

1.24.1 Establishment

An employee's official personnel file will contain all records concerning personnel actions taken, including, but not limited to, performance evaluations, benefit enrollment forms, educational courses taken, and all employment related documents that give a complete employment history. The City Manager or designee shall keep personnel records confidential to the extent permitted by law. Personnel files may be viewed by the employee upon request. Employee medical information shall be kept in files separate from the official personnel file. Likewise, any grievances filed by an employee as well as documents reflecting a review of such grievances shall be maintained in separate confidential files.

1.24.2 Maintenance

Employees are required to inform the Human Resources and Risk Management Director, or designee, of any changes in name, address, telephone number, marital status, family status, beneficiary, or other information on file. This ensures that state and federal withholding statements, insurances and retirement records are correct. Employees may be liable for any costs incurred by the City as a result of inaccurate personnel information.

1.24.3 Release of Information Concerning City Personnel

To ensure personnel information is appropriately and accurately disseminated, the Human Resources and Risk Management Director, or designee will authenticate personnel reference checks and employment verifications, and confidentially handle financial inquires originating from banks, credit unions, etc. regarding current and past City employees. Responses to third party inquiries, including financial inquiries, will be released only upon written employee authorization.

1.24.4 Procedures for Release of Information

a. All outside inquiries and reference checks shall be in writing and shall be forwarded to the Human Resources and Risk Management Director, or designee for response. The Human Resources and Risk Management Director or designee may consult with the City Attorney as to the release of the requested information. All calls for reference checks should be referred to the Human Resources and Risk Management Director.

b. Financial information will be released only after a written request has been submitted to the Human Resources and Risk Management Director or designee by the entity requesting the information, and the employee has executed a written approval to release the requested information. The Human Resources and Risk Management Director, shall verify the authenticity of the written approval to release the requested information prior to releasing an employee's financial information.

c. The Human Resources and Risk Management Director or designee shall comply with applicable Federal and State laws regarding release of public employee information and shall consult with the City Attorney whenever there are questions concerning the release of an employee's information. Nothing in this section shall be construed as prohibiting the City from releasing information required by law, including but not limited to a subpoena or court order.

d. Any employee who receives a request for a personal reference by a former or current employee is required to forward that request to the Human Resources and Risk Management Director. Only the City Manager and the Human Resources and Risk Management Director or their designees are authorized to provide references for former or current employees on behalf of the City. No other employee is authorized to provide such written or verbal references or recommendations for former or current employees. Further, no other employee is authorized to respond to questions from persons outside the City about former or current employees regarding their work performance.

1.24.5 Employees with Access to Confidential Information

In performing their duties, employees may have access to confidential information, including employees' personnel files and the personal, financial and medical information of other City employees. In addition, some City employees will be involved in some communications with the City Attorney's Office which can be protected by the Attorney-Client privilege. Employees with such access are required to keep such information confidential.

1.24.6 Personnel/Payroll Files – Right to Inspect

a. California law provides that current and former employees (or a representative) have the right to inspect and receive a copy of the personnel files and records that relate to the employee's performance or to any grievance concerning the employee.

b. Inspections shall be allowed at reasonable times and intervals, but not later than 30 calendar days from the date the City receives a written request. Upon a written request from a current or former employee, or a representative, the City shall provide a copy of the personnel records, at a charge not to exceed the actual cost of reproduction, not less than 30 calendar days from the date the City receives the request.

c. To facilitate the inspection, the City shall (1) maintain a copy of each employee's personnel records for a period of not less than three years after termination of employment, (2) make a current employee's personnel records available for inspection, and if requested by the employee or representative, provide a copy at the place where the employee reports to work, or at another location agreeable to the employer and the requester. If the employee is required to inspect or receive a copy at a location other than the place where he or she reports to work, no loss of compensation to the employee is permitted, (3) make a former employee's personnel records available for inspection, and if requested by the employee or representative, provide a copy at the location where the employer stores the records, unless the parties mutually agree in writing to a different location. The City is not required to make those personnel records or a copy available at a time when the employee is actually required to render service to the employer, if the requester is the employee.

d. The City shall take reasonable steps to verify the identity of a current or former employee or an authorized representative. Prior to making records available for inspection or providing a copy of those records, the City may redact the name, or any other personally identifying information of any other employee contained in the subject employee's personnel files.

e. The right to inspect personnel files and records does not apply to records relating to the investigation of a possible criminal offense, letters of reference, or ratings, reports, or records that (a) were obtained prior to the employee's employment,

f. were prepared by identifiable examination committee members, or (c) were obtained in connection with a promotional exam.

g. The City shall permit current and former employees to inspect or copy payroll records pertaining to that current or former employee.

CHAPTER 2 – CLASSIFICATION AND COMPENSATION

SECTION 2.1 EMPLOYEE CLASSIFICATIONS/AUTHORIZED POSITIONS

Authorized full-time and part-time positions, with classification titles and pay ranges specified, shall be established from time to time upon adoption of a resolution by the City Council. The job descriptions for such positions shall be approved by the City Manager or his or her designee and revised as deemed necessary or desirable. Unless otherwise stated, the following definitions shall apply for purposes of Authorized Positions under this Manual:

a. Regular Full-time Employee: A full-time non-management employee who is appointed to a position for a six-month or longer term, who has successfully completed his or her probationary period in their position in the classified service and is occupying a classified position established on a continuing basis, and is employed to work at least 2080 hours per year on a regular schedule, and is eligible for the City's retirement program and full benefits. Such positions are designated as "general" on the City's adopted Salary Schedule.

b. Regular Part-time Employee: A part-time non-management employee who is appointed to a position for a six-month or longer term, who has successfully completed his or her probationary period in their position in the classified service and is occupying a classified position established on a continuing basis, and is employed to work a minimum of 30 hours per week, and less than 2080 hours per year, and is eligible for the City's retirement program and half the benefits of a regular full-time employee. Such positions are designated as "general" on the City's adopted Salary Schedule.

c. Temporary Part-time Employee: A part-time non-management employee who is employed to work 29 hours per week or less. Such positions are designated as "part-time" on the City's adopted Salary Schedule. Employees hired in this category are excluded from receiving benefits, except as otherwise expressly provided under this Manual or as required by law, and serve at the will of the City Manager. Those temporary part-time employees who are assigned such hours that result in an accumulation of 1,000 hours within the fiscal year, shall become eligible for participation in the City's retirement program. Paid Interns shall be included in this category, as well as temporary or seasonal employees.

d. Probationary Employee: Every new employee in a regular full-time or part-time position shall serve a probationary period of twelve (12) months, exclusive of time off for leaves of absence as hereinafter permitted. The probationary employee will be evaluated periodically during the probationary period and is subject to dismissal, with or without cause, at the discretion of the City Manager. The termination can be exercised at any time during the probationary period. Effective on the first day following completion of the probationary period, if the employee's performance has been satisfactory and the City Manager approves his/her retention, the employee shall be considered thereafter a full-time or part-time regular employee of the city. Probationary employees are also deemed "Disaster Service Workers" per Section 2.1.i. below.

e. Exempt Employee: An employee who is exempt from the overtime provisions under applicable law.

f. Non-Exempt Employee: An employee who is covered by the overtime provisions under applicable law.

g. "At-Will" Employee: A full-time management employee who is not included in the classified service. Such positions are designated as "management" on the City's adopted Salary Schedule. Employees who are hired pursuant to Federal/State/County/Regional agency funding assisted programs are at-will employees and subject to termination when program funding terminates. An "at-will" employee may be dismissed by the City Manager at any time with or without reason and without prior notice or right of appeal. While many sections of this Manual apply to "at-will" employees, others shall not, and inclusion of those sections does not change the status of "at-will" employees. Nothing in this Manual or in any document or statement shall limit the right to terminate an "at-will" employee without prior notice, without any reason, and without a right to appeal the termination decision.

h. Volunteer/Unpaid Interns: An individual who accepts an unpaid position with the City to perform specific tasks. A volunteer or unpaid intern is not an employee, and can be released at any time and for any reason without the right of appeal.

i. Disaster Service Workers: The protection of the health and safety, and preservation of lives and property of the citizens of the City of Eastvale from the effects of natural, manmade, or war-caused emergencies which result in conditions of disaster or in extreme peril to life, property and resources is of paramount City importance requiring the responsible efforts of public and private agencies and individual citizens. In furtherance of the exercise of the power of the City in protection of its citizens and resources, ALL City employees are hereby declared to be Disaster Service Workers subject to such disaster service activities as may be assigned to them by their superiors or by law.

SECTION 2.2 WORKWEEK AND SCHEDULES

2.2.1 General Policy

a. The City's standard workweek for all employees begins at 12:00 a.m. each Monday and ends at the following Sunday at 11:59 p.m. The City may establish additional standard workweek schedules to accommodate other unique circumstances.

b. City Hall's normal operating hours are 7:30 a.m. to 5:30 p.m., Monday through Thursday. City Hall is closed every Friday.

c. Depending on City requirements, some employees may be required to work different schedules, which may include working outside of City Hall's normal operating hours. Each employee's scheduled hours of work will be determined based on staffing requirements to meet the needs of the City and our business objectives. Therefore, the City reserves the right to schedule employees to work an earlier or later schedule.

d. Variations in work schedules may be approved by the City Manager, however, must be requested and approved in writing prior to the employee making any changes to their schedule. Such requests will be evaluated as to their impact on the needs of the City, and to ensure appropriate and adequate staff coverage, in considering the request for a modified schedule.

e. The City reserves the right to change an employee's work schedule to meet the needs of the City.

2.2.2 Full-time Exempt (Salaried) Employees Work Schedule

Exempt (salaried) employees are generally expected to maintain the same work schedule and office hours as non-exempt employees unless pre-authorized by the employees' pertinent Department Head. The City will consider the need for exempt employees to have some flexibility in the work schedule, to the extent that exempt employees demonstrate that they are meeting the requirements of their position (including any supervisory obligations), and that a minimum of forty (40) hours per week is achieved, which shall include use of approved leaves from time banks (e.g. sick leave, vacation leave, etc.). Variances in the employee's regular schedule must be discussed and approved in advance by the pertinent Department Head. In all cases, the business needs of the City and its residents must be a top priority. Any perceived abuse of the City's flexibility, and/or failure of the exempt employee to fully perform their job duties or to fulfill the required forty (40) hours will result in the loss of privilege for flexibility. Exempt employees shall not receive less than forty (40) hours per week compensation as salaried employees, except as permitted by law. Such instances should be discussed with the Human Resources and Risk Management Director for appropriate review and handling.

Exempt employees shall work extra hours as needed to perform their duties, to attend special events, and/or to attend meetings after hours as required by the pertinent Department Head. Exempt employees receive leave in recognition of the extra hours they are expected to work.

2.2.3 Regular Full-time Non-Exempt (Hourly) Employees Work Schedule

All full-time non-exempt (hourly) employees shall work one of the following assigned shifts: 1) 7:30 a.m. – 6:00 p.m. with an unpaid thirty-minute (30) meal period; 2) 7:00 a.m. – 5:30 p.m. with an unpaid thirty (30) minute meal period; or 3) 7:00 a.m. – 6:00 p.m. with an unpaid one (1) hour meal period. Other variations may be authorized by the pertinent Department Head on a case-by-case basis, subject to City Manager approval.

2.2.4 Part-time Non-Exempt (Hourly) Employees Work Schedule

All part-time non-exempt (hourly) employees shall work designated hours as established by their supervisors and department heads, and shall be eligible for rest and meal breaks consistent with the rules for full-time non-exempt employees.

2.2.5 Make-up Time for Non-Exempt (Hourly) Employees

a. Make-up time is available for all regular full-time, regular part-time, and temporary part-time employees who are paid on an hourly basis (non-exempt, as defined under section 2.1(f) above).

b. The City does not require employees to work make up time. Make-up time allows a non-exempt employee to voluntarily request time off for a personal obligation and to make up the time on another day in the same workweek.

c. Notwithstanding the foregoing, non-exempt employees will be paid overtime when more than forty (40) hours are worked in a workweek. Sick leave, vacation leave, holidays, or other leaves are not hours worked and shall not be counted towards the calculation of overtime.

d. Requests must be submitted in writing to the employee's immediate supervisor. The employee's immediate supervisor will review the employee's request and discuss with the

Department Head. The request must be approved in advance by the employee's supervisor and Department Head prior to performing any make- up time. Please note that the City cannot guarantee make-up time will be approved or provided.

e. Advance notice is required in order that the City may plan for work coverage. Employees are required to provide the City with seventy-two (72) hours' notice, except in the case of emergencies. Same-day requests are discouraged, and will be considered on a case-by-case basis and in emergency situations.

f. Any perceived abuse of the City's flexibility (e.g. failure to provide advance notice on a recurring basis) will result in denial of make-up time request.

2.2.6 Special Events, City Council Meetings, and Commission Meetings

All employees may be required to work special events i.e. EEK!Vale, Miracle Holiday Event, National Night Out, and other similar events, and may be required to attend City Council, Commission and/or other meetings. Compensation for such hours worked shall be provided consistent with this Manual as required by law. Notwithstanding any other provision in this Manual, non-exempt employees working special events will be paid at 1.5x their regular rate of pay for working such special events during a workweek where an observed holiday occurs, the employee receives holiday pay for such observed holiday, and the employee's holiday hours and total hours worked exceed forty (40) hours for such workweek. For the purpose of this Manual "special events" does not include City Council and Commission meetings.

SECTION 2.3 PAYROLL PROCESSING

2.3.1 General Information

The City processes payroll on a bi-weekly basis with twenty-six (26) pay periods in each calendar year. Payday will be the Thursday following the close of the pay period and is paid on Thursday by direct deposit.

2.3.2 New Hires and Employee Changes

Human Resources and Risk Management provides all applicable new hire personnel forms to each new employee, and prepares the Personnel Action Form (PAF) for all newly hired employees. Personnel Action Forms are also required for any employee changes including, but not limited to, position change, salary increase, benefit change, etc. The Personnel Action Form identifies programs and account numbers the employee's time will be charged to and must be approved by the City Manager, Finance Director, Human Resources & Risk Management Director, and Department Head. Human Resources and Risk Management enters new employee data into the payroll system. The Human Resources and Risk Management Director, reviews the entries for completeness and accuracy.

2.3.3 Time Sheets

a. All Non-Exempt Employees:

(i) All-time records, including time sheets, represent legal documents that are used to accurately record working time and to compensate employees properly. All non-exempt employees shall record accurately all exact time worked.

(ii) To ensure the accuracy of all-time records, non-exempt employees will input their own time into the electronic timesheet system and acknowledge that they recorded all hours worked accurately, received all rest and meal periods as required under this Manual, and reported any injuries or on the job illnesses to their supervisor.

(iii) Non-exempt employees must ensure that the time sheets are submitted on the day and prior to the cut-off time designated by the City.

(iv) Under no circumstances shall a Supervisor or employee input time on behalf of another employee. Limited exceptions to this may be granted by Human Resources and Risk Management in the case of an emergency or absence. Where so authorized, employees may instead provide their time sheet information via written/email communication.

b. Exempt Employees: All exempt (salaried) employees must complete time sheets in order to record regular time worked and exception hours (e.g. sick leave, vacation, etc.).

c. Supervisors:

(i) Supervisors shall review and address potential issues in time entries. Supervisors shall approve each time sheet via the electronic timesheet system, attesting to the completion of such review and that the time recorded reflects all work performed by the employee of which the supervisor was reasonably aware.

(A) To carry out this duty, supervisors are responsible for daily monitoring of the following for non-exempt employees:

- Start time for each workday;
- Start time for each meal period;
- End time for each meal period;
- End time for each workday;
- Whether a meal period is taken (if no meal period is taken, this must be stated);
- All actual time taken as paid leave; and
- Any additional time during which work is performed, including work performed outside the regular shift.

2.3.4 Deductions

Any benefit or insurance deductions associated with payroll will be withheld from the first and second paycheck of each month. Cafeteria cash outs will be paid in two equal payments on the first and second paycheck of each month. With bi-weekly pay periods, there are two (2) months during the year that a third paycheck will be received. There will not be any benefit/insurance deductions taken on the third paycheck of a month.

2.3.5 Issuance of Paychecks

After all entries have been verified and applicable corrections made, payroll checks are processed. The paychecks are scanned and kept in a secure location until payday. Human Resources and Risk Management distributes pay stubs to all employees on pay day.

2.3.6 Final Payment upon Separation of Employment

Human Resources and Risk Management prepares and processes the final paycheck including payoff for unused accrued vacation and any other vested leave with a provision for cash payout at termination under this Manual. After receipt of the approved Personnel Action Form and approved time sheet, the City Manager reviews the calculations and proof list before providing approval for issuing an employee's final paycheck.

SECTION 2.4 REST AND MEAL PERIODS – NON-EXEMPT (HOURLY) EMPLOYEES

a. Employees whose total daily work time is at least 3.5 hours must take a mandatory paid rest period of fifteen (15) minutes. A fifteen (15) minute rest period is mandatory for every four (4) hours worked, or "major fraction thereof." As much as practicable, the rest break should be taken in the middle of the work period.

b. Employees who work more than five (5) hours must take an unpaid, off-duty meal period of at least thirty (30) minutes.

c. Employees who work more than ten (10) hours are entitled to a second unpaid meal break.

In the event that an employee cannot be completely relieved of all duties during a meal break, the employee will be paid during the meal break, and such time shall constitute hours worked.

d. Employees should refrain from taking rest and meal breaks at their desks to ensure that a bona fide, uninterrupted rest and meal break has been taken.

e. Rest breaks are treated as hours worked, and are paid as time worked.

f. Rest and meal breaks may not be saved or used at another time or to make up a late arrival, or to shorten the workday. Rest breaks shall not be combined with meal periods to provide an extended meal period.

g. Rest and meal breaks may not be taken within one (1) hour of starting time, or quitting time unless special circumstances make this desirable, and in which case prior approval shall be obtained from the employee's immediate supervisor.

h. Non-exempt employees must accurately record each meal period on the timecard. Each meal break must be at least 30 minutes long.

i. Supervisors are responsible for ensuring that employees are provided the opportunity for rest and meal breaks in accordance with these rules. Supervisors are also responsible for scheduling meal and rest breaks to provide for appropriate coverage of work.

SECTION 2.5 OVERTIME COMPENSATION/COMPENSATORY TIME OFF

Non-exempt (hourly) employees who work more than forty (40) hours in a workweek shall be compensated at the rate of one and one-half (1.5) times the employee's regular rate of pay, either as paid time at one and one-half (1.5) times the regular rate of pay or as compensatory time off accrued at the rate of one and one-half (1.5) times the regular rate of pay for all hours worked in excess of forty (40) in any workweek. For the purposes of this policy, holidays, sick leave usage,

vacation leave usage, jury duty leave and other pre- scheduled time off shall not be considered work time, towards the calculation of overtime. Non-exempt employees may not "volunteer" work time to perform duties that are the same or similar as their stated or regular job duties.

The following provisions apply to Compensatory Time Off (CTO):

a. Non-exempt employees may choose to be compensated for overtime work through compensatory time off (CTO) at the rate of one and one-half hours CTO per overtime hour worked, instead of receiving cash payment. The decision to receive overtime pay or CTO credit must be made at the end of the workweek in which the overtime is worked, at the employee's option, provided that the employee has not accrued the maximum CTO allowed under this policy and subject to approval by the Department Head and/or City Manager or designee.

b. Employees may accrue CTO up to a maximum of 120 (equivalent to 80 hours of worked overtime). If an employee reaches this maximum limit they will be paid for all overtime worked until the CTO balance has been reduced below 120 hours.

c. Employees who request to use accrued CTO will be permitted to use the CTO within a reasonable period after making the request so long as the use of CTO does not unduly disrupt the operations of the City as determined by the Department Head. Employees may not be forced to use compensatory time already held, but may be encouraged to reduce the amount of accrued hours.

d. Except as otherwise provided in subparagraph (e), Employees may not convert unused CTO to cash-out pay except at termination of employment or upon change in eligibility for CTO accrual. Unused CTO shall be paid out at the rate of pay required by the Fair Labor Standards Act ("FLSA"). The rate of pay required by the FLSA is the higher of (i) the average regular rate received by the employee during the last 3 years of employment, or (ii) the final regular rate received by the employee.

e. The City will convert unused CTO to cash-out for all employees with unused CTO in their CTO balance, on the first pay period of each November. Unused CTO shall be paid out at the rate of pay required by the Fair Labor Standards Act ("FLSA"). The rate of pay required by the FLSA is the higher of (i) the average regular rate received by the employee during the last 3 years of employment, or (ii) the final regular rate received by the employee

SECTION 2.6 BI-LINGUAL PAY

Regular full-time and regular part time employees who are certified as bi-lingual by the City in accordance with these provisions and who are routinely and consistently assigned to provide bi-lingual services in positions requiring communication skills in languages other than English are eligible for bilingual pay. Bi-lingual pay may be suspended for employees who are on a leave of absence from the City. The City may pro-rate the employee's bi-lingual pay based on the length of the leave of absence.

Eligible regular full-time employees may receive an additional $150.00 per month for bi-lingual services, and eligible regular part-time employees may receive an additional $75.00 per month. The City Manager will be the final authority to determine which positions are eligible to receive bi-lingual pay, to assign and approve bi-lingual pay, and to remove bi-lingual pay from employees based on business necessity. Each Department Head will be able to provide recommendations to the City Manager regarding the languages needed and the total number of staff to provide

services to the public. Employees being considered for bi-lingual services shall be required to pass a bi-lingual proficiency test for both speaking and writing skills. Human Resources and Risk Management will arrange for the testing, as required. Employees who pass the tests, and are considered certified, shall receive their bi-lingual pay effective the pay period following certification.

To the extent permitted by law, the value of the compensation for bi-lingual pay is considered special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) (for Classic Members) or Title 2 CCR Section 571.1(b)(3) (for New Members) – Special Assignment Pay. Bi-lingual pay shall be reported to CalPERS periodically when earned, on a per pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said bi-lingual pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

SECTION 2.7 TEMPORARY ASSIGNMENTS

Employees may be temporarily assigned higher or lower duties without a change in pay and such action shall not be deemed as a transfer, demotion, promotion, or reclassification. In all cases where periodic or regular variations in assignments occur because of seasonal or operational needs, the nature of the duties, the work schedule or a position from which the incumbent is on extended leave of absence, such variations shall be considered as incidental to the position.

2.7.1 Acting Assignment to Higher Position

Acting appointments may be used to fill positions that are vacant or that are temporarily vacant, such as when an employee is on an extended leave of absence.

a. Whenever the needs of the City require an employee to temporarily perform the duties of a higher classification than that in which the employee is currently employed for a period of more than twelve (12) consecutive working days, the employee shall receive the salary rate of the higher class in which the employee is performing the required duties. In such cases, the employee shall be paid at an appropriate step of the current salary schedule of the higher classification which will assure an increase of not less than 5% greater than the salary of the employee's current position, but in no case shall such salary exceed the top salary step of the higher classification. The higher salary rate payable shall commence on the thirteenth working day following the temporary reassignment to the performance of duties of the higher classification. The requirement for the performance of duties of the higher classification shall be placed in writing by the City Manager, or the City Manager's designee, following recommendation by the affected Department Head. No employee shall be required to perform any of the duties of a higher classification unless that employee is deemed to possess the minimum qualification of the higher classification by the City Manager, or the City Manager's designee, as recommended by the affected Department Head.

b. The employee assigned to perform the duties of a higher classification shall not serve for more than ninety (90) working days in a higher classification whenever a vacancy exists without the announcement by the City Manager, or the City Manager's designee, of an approved examination as otherwise provided in this Manual. In no case shall an employee serve more than 960 hours in a fiscal year or six (6) total months, whichever comes first, in a higher classification without successfully passing the examination.

c. An employee appointed in an acting capacity shall be eligible to receive performance increases in the permanent position during the acting appointment but shall not be

entitled to performance increases in the position which the employee holds in an acting capacity. If successful in being promoted, the period of time of service in the higher classification shall be credited for the promoted employee toward the required period of probation for the higher classification as otherwise required in these rules.

d. The City Manager, or the City Manager's designee, shall obtain the employee's written consent for the temporary performance of any of the duties of the higher classification beyond a period of twelve (12) working days, prior to an employee assuming or continuing the duties and compensation of a higher classification, which consent shall clearly state that it is understood that employee's salary rate will revert to the salary rate in the employee's permanent position upon the expiration of the need for the performance of the duties of the higher classification.

SECTION 2.8 CALL BACK PAY

Call back duty occurs when a non-exempt employee is ordered to return to duty on a non-regularly scheduled work shift. Call back does not occur when an employee is held over from his/her prior shift or is working prior to his/her regularly scheduled shift. An employee called back to duty shall be credited with a minimum of two (2) hours work commencing at the time of the call or contact. Any call back lasting two (2) hours or less shall result in a credit for two (2) hours worked. A subsequent call received during a call back shall not result in an additional two (2) hours minimum call back pay, but shall be paid as actual time worked. Notwithstanding any other provision in this Manual, call back hours will be paid at 1.5x the employee's regular rate of pay during a workweek where an observed holiday occurs, the employee receives holiday pay for such observed holiday, and the employee's holiday hours and total hours worked exceed forty (40) hours for such workweek.

SECTION 2.9 ON CALL (STANDBY) PAY

Non-exempt (hourly) employees may be assigned to twenty-four (24) hours on call duty on a week- end, holiday or non-scheduled work day, or on call duty between regularly scheduled work shifts, requiring the employee to respond to emergency calls. Response to emergency calls shall occur within sixty (60) minutes from the time the employee receives the communication. Response calls may require the employee to report back to work.

An employee serving on-call under this section shall receive two hours of the employee's regular rate of pay per on-call assignment, regardless of the on-call assignment duration. Said compensation is exclusive of any other compensation that may be provided for time worked. Non-working on-call hours shall not count as hours worked, however, compensation for such hours shall count towards calculating the employee's regular rate of pay. Notwithstanding the foregoing, an employee serving on-call during a workweek where an observed holiday occurs and the employee receives holiday pay for such observed holiday, will receive two hours paid at 1.5x the employee's regular rate of pay per on-call assignment, regardless of the on-call assignment duration.

SECTION 2.10 AUTOMOBILE ALLOWANCE

The City Manager may approve an automobile allowance, not to exceed $400 per month, for select Department Heads and management employees as determined appropriate by the City Manager. There is no right to an automobile allowance and the City Manager may reduce or eliminate a previously approved automobile allowance at any time. Department Heads and

management employees who receive an automobile allowance shall do so in lieu of receiving a mileage reimbursement from the City for use of their personal vehicle for City-related travel.

SECTION 2.11 PHONE ALLOWANCE

The City Manager shall designate those positions requiring either the issuance of a cell phone for the conduct of City business, or the provision of a cell phone allowance in the amount of $40 per month, when designated employees use their own phone.

SECTION 2.12 SALARY AND WAGE SCHEDULES

The salary and wage schedule for authorized full-time and part-time positions shall be established from time to time upon adoption of a resolution by the City Council.

The City complies with all applicable state and federal laws regarding equal pay. Compensation to employees shall be based upon job classification and defined factors including education, training, experience, consequence of action, essential functions/duties and responsibilities, judgment/decision-making, and supervision received and exercised. In all cases, wages shall not be based on factors prohibited by law.

SECTION 2.13 ADVANCEMENT WITHIN THE SCHEDULE

2.13.1 Merit Increases

The City Manager may authorize merit-based salary increases within the authorized salary range based on an employee's ability, proficiency, and performance. The annual merit increase will be determined at the City Manager's sole discretion, however, generally, such merit increase will be up to 5%. In cases of extraordinary performance, the City Manager may approve a maximum merit increase of up to 10%. Employees who receive a performance rating of "needs improvement" or lower will not be eligible for a merit increase for the rating period. If, in the Department Head's sole discretion, the employee demonstrates sustained improvement, the Department Head may prepare an interim performance evaluation and recommend a salary increase to the City Manager.

2.13.2 Special Merit Increases

The City Manager, upon recommendation from a Department Head, may approve a Special Merit Increase for an eligible employee. Department Heads shall discuss such instances with the City Manager and prepare a memorandum to document superior, outstanding and meritorious performance warranting such special monetary recognition. Such increases shall not exceed 5% and are subject to the approval of the City Manager. Special Merit Increases shall typically occur outside the employee's normal rating period. An employee receiving a Special Merit Increase shall remain eligible for their normal merit increase at the prescribed evaluation period. Special Merit Increases shall be *rare exceptions*, not the rule, and may not exceed the maximum of the established salary range.

SECTION 2.14 CHANGES IN EMPLOYMENT STATUS

2.14.1 Transfer

The City Manager, may, at any time, transfer an employee from one position to another position in the same or comparable class. A comparable class is one with essentially the same maximum salary limits, involves the performance of similar duties, and requires substantially the same basic qualifications. Transfer shall not be used to effectuate a promotion, demotion, advancement, or reduction, each of which may be accomplished only as provided in this Manual. No person shall be transferred to a position for which he/she does not possess the minimum qualifications.

2.14.2 Promotion

A promotion is the appointment of an employee from one classification to a classification having a higher base salary range.

A current employee selected for promotion following an open recruitment, as provided in section 1.6.2 above, may negotiate a competitive salary following promotion. An employee promoted following an open recruitment will at least receive the entrance rate of the new range or a five percent (5%) increase in salary, whichever is greater. Under no circumstance will a promoted employee be advanced above the final step of the higher base salary range.

Employees selected for promotion following an internal recruitment, as provided in section 1.6.1 above, shall receive the entrance rate of the new range or a five percent (5%) increase in salary, whichever is greater.

The promotion effective date shall be the first day of the pay period following the approval of the appointment.

2.14.3 Reclassification

An employee whose position has been reclassified from one class to another class, which has a higher base salary range, shall be placed at the entrance point of the new range or at a step within the range that is not less than 5% and not more than 10% increase in salary. Ensuing merit increases will be due one (1) year from the date of the adopted reclassification. Reclassified employees are not required to serve a probationary period.

2.14.4 Demotion

A demotion is the appointment of an employee from one classification to a classification having a lower maximum rate of pay.

a. An employee demoted for disciplinary reasons shall be placed on the same step within the base salary range of the class to which demoted.

b. A promotional probationary employee who is returned to former classification during the probationary period shall be placed on the same step within the base salary range or the former classification that the employee was on at time of promotion. No credit shall be granted for time spent at the promoted level for next step advance due date.

c. An employee demoted for non-disciplinary reasons shall be retained at the same salary rate, provided that the salary rate does not exceed the maximum of the salary range of the demoted class. With the approval of the City Manager, the employee may be "Y-rated" (rate of pay is frozen at the rate of pay immediately prior to the demotion). The rate of pay of an employee that is Y-rated will not change until the employee's classification salary scale and step equals or exceeds their Y-rated level.

d. An employee who voluntarily demotes from one classification to a classification with a lower maximum salary range shall be placed within the new salary range.

2.14.5 Suspension

The City Manager may suspend, and approve the recommendation of a Department Head, to suspend an employee at any time for just cause, in accordance with Chapter 5 of this Manual.

2.14.6 Reinstatement

With the approval of the City Manager, a regular employee who has resigned with a good record may be reinstated within one (1) year to his/her former position, if vacant, or to a vacant position in the same, comparable, or lesser class provided he/she possesses the minimum qualifications for the position.

Reinstated employees do not retain any benefits or rights previously earned by virtue of his/her former employment unless approved by the City Manager. The employee will be appointed as a new employee and serve a new probationary period, unless specifically waived in writing by the City Manager. No credit for former employment shall be granted in computing salary, vacation, or other benefits except on the specific recommendation of the City Manager at the time of reinstatement unless otherwise required by law. The employee shall have a new hire date that is applicable to all benefits, including retirement and retirement health benefits, unless otherwise required by law.

SECTION 2.15 TRAVEL EXPENSES

The City's administrative policies on Travel and Reimbursement, as they may be amended from time to time, shall serve to provide policy related to this topic.

SECTION 2.16 EDUCATIONAL EXPENSE REIMBURSEMENT

The City will provide all employees with educational expense reimbursement for courses which relate to their job duties or the completion of a degree in a field related to City operations, subject to City Manager approval, at the City Manager's sole discretion. An employee may be reimbursed for up to $2,500 per fiscal year, not to exceed a cumulative total of $10,000 for full-time employees and $5,000 for part-time employees. Note: Reimbursement under this section do not encompass expenses related to any certificates or licenses that are required as provided in an employee's job description. Such expenses are directly reimbursed to the employee and are not subject to the requirements for reimbursement under this section.

To be eligible for reimbursement under this section, an employee must satisfactorily complete 12 months of employment prior to qualifying for course approval and subsequent reimbursement. If eligible, an employee must do the following to obtain reimbursement: 1) receive course approval prior to registration from Human Resources and Risk Management, Department Head, and City

Manager; 2) provide Human Resources with evidence of satisfactory ("C" grade or better) completion of the approved course. Human Resources and Risk Management shall, at its own sole discretion, make a determination as to whether the evidence provided by the employee of satisfactory course completion is sufficient; 3) submit receipts for tuition, enrollment fees, and/or books within 60 days of course completion; and 4) sign a form agreeing to repay the City the reimbursed amount if the employee voluntarily separates from the City or is terminated for cause within 24 months of the date of the reimbursement.

If there is insufficient funding to pay for all pending or anticipated future reimbursement requests, the City Manager may devise a fair and equitable manner for allocating the funds available amongst the eligible employees.

CHAPTER 3 EMPLOYEE BENEFITS

SECTION 3.1 HOLIDAYS

All regular full-time employees, regular part-time employees, at-will full time employees, and full-time and part-time employees who are in their probationary period, shall have the following holidays as time off with pay:

1. January 1st, known as "New Year's Day"
2. The third Monday in January, known as "Martin Luther King Jr. Day"
3. The third Monday in February, known as "Presidents' Day"
4. The fourth Monday in May, known as "Memorial Day"
5. July 4th, known as "Independence Day"
6. The first Monday in September, known as "Labor Day"
7. November 11th, known as "Veteran's Day"
8. The fourth Thursday in November, known as "Thanksgiving Day"
9. The day after Thanksgiving Day
10. December 24th, known as "Christmas Eve Day"
11. December 25th, known as "Christmas Day"
12. One (1) floating holiday.

The City Council may approve additional paid holiday(s) for employees in any given fiscal year from time to time by resolution.

In the event a holiday falls upon a Friday or Saturday, the prior workday will be taken in lieu of the holiday; in the event a holiday falls upon a Sunday, the following workday will be taken in lieu of the holiday. Holidays occurring during an employee's vacation shall be treated as a paid holiday. Employees who are absent from work on a holiday due to unpaid leave of any form, shall not receive reimbursement or payment for the missed holiday.

All regular part-time employees and regular part-time employees who are in their probation period shall receive the defined holidays as time off with pay at one-half (1/2) (e.g. 5 hours paid holiday). Floating holidays will be provided at the beginning of the calendar year. Floating holidays not used during the calendar year in which they are provided will be converted to vacation time and treated in the same manner as provided in Section 4.2 of this Manual, including counting toward an employee's maximum vacation accrual and the vacation buy-back provisions.

In addition to the holiday pay provided in this section , non-exempt employees working during the observed day of any of the following holidays or the actual day of the following holidays: Martin Luther King Jr. Day; President's Day; Memorial Day; Independence Day; or Labor Day, will be paid 1.5x their regular rate of pay for hours worked during such observed day of the foregoing holidays or the actual day of the foregoing holidays. If an employee works both, the observed day of the forgoing holidays and the actual day of the foregoing holidays, such employee will only receive 1.5x their regular rate of pay for hours worked during the day they work more hours. In no event shall an employee receive more than one premium rate of pay, as provided in section 2.2.6 above, for the same hours worked.

SECTION 3.2 WINTER HOLIDAY CLOSURE

City Hall closes to the public during the winter holiday period beginning December 17 through January 1 of each year (actual dates may vary depending on the day of the week the holiday falls).

Certain City operations may continue during this Winter Holiday Closure while others will not, as determined appropriate by the City Manager.

In conjunction with the City paid holidays, including December 24th, December 25th, December 31st, and January 1st, employees not required to work during all or a portion of the Winter Holiday Closure will be required to use their accrued leave time (vacation, compensatory, exempt employee leave, or floating holiday time) to equal the remainder of their regular work schedule hours/days during the Winter Holiday Closure.

The City Manager may approve an employee's ability to work during the Winter Holiday Closure based on the City's needs and at the City Manager's sole discretion.

If an employee is ordered to return to duty during the Winter Holiday Closure, the time called back during regular work hours will be deducted from the leave hours being used.

SECTION 3.3 INSURANCE BENEFITS

All employees in regular full-time or regular part-time positions, shall be eligible for the City's insurance benefits which may include medical, dental, vision, life, short-term and long-term disability insurance policies including Accidental Death and Dismemberment (AD&D), or, alternatively in a recognized cafeteria plan approved by the City Council. These benefits may be increased or decreased from time to time. The City reserves the right to change carriers and/or eliminate any type of coverage at its absolute discretion. No employee has any vested right to any type of insurance coverage or benefits.

3.3.1 Cafeteria Plan

New employees who are hired between the first and the 14th day of the month are eligible for the full amount of the City's cafeteria plan contribution for the first month of employment. Employees hired on or after the 15th of the month are eligible to receive one-half (1/2) of the City's cafeteria plan contribution for the first month of employment.

As of the most recent revision to this Manual, the City's contribution towards the cafeteria plan for full-time employees is $2,721.01 per month. This amount reflects the current Kaiser Permanente Region III monthly premium for subscriber and 2+ dependents plus $250. Regular part-time employees receive $1250.03 per month. Should the premium for the Kaiser Permanente Region III monthly premium for subscriber and 2+ dependents increase, the City will provide an automatic annual increase on January 1 of each year to the cafeteria plan allowance commensurate with such premium increase to such plan up to a maximum of 5% per annum. Regular part-time employees will receive a pro-rata 50% of such increase amount on an annual basis.

City Council may amend the amount provided as contribution under this section from time to time by resolution.

a. Cafeteria Cashout for Employees Hired Before December 1, 2017

Full-time employees hired before December 1, 2017, are eligible to receive up to $1,600 per month of their unused cafeteria allowance as cash out benefit on a monthly basis. Part-time employees hired before December 1, 2017, are eligible to receive up to $800 per month of their unused cafeteria allowance as cash out benefit on a monthly basis. Cashout amount is divided equally between the first and second paycheck of each month.

b. Cafeteria Cashout for Employees Hired After December 1, 2017 but Before July 1, 2024

Full-time employees hired after December 1, 2017, but before July 1, 2024, are eligible to receive up to $800 per month of their unused cafeteria allowance as cash out benefit on a monthly basis. Part-time employees hired after December 1, 2017, but before July 1, 2024, are eligible to receive up to $400 per month of their unused cafeteria allowance as cash out benefit on a monthly basis. Cashout amount is divided equally between the first and second paycheck of each month.

c. Cafeteria Cashout for Employees Hired After July 1, 2024

Employees hired on or after July 1, 2024, have two options regarding use of their cafeteria allowance: (i) elect coverage in a City plan eligible for credit from the cafeteria allowance. No cashout of unused cafeteria allowance will be provided; or (ii) waive coverage from all City plans eligible for credit from the cafeteria allowance and receive cashout of their unused cafeteria allowance according to the following: full-time employees will receive $800 per month and part-time employees will receive $400 per month as cash out benefit on a monthly basis. Cashout amount is divided equally between the first and second paycheck of each month.

3.3.2 Life Insurance

Life insurance coverage shall be provided by the City for eligible employees and elected officials as follows:

Level 1 – City Manager – 3x annual salary to a maximum of $500,000.
Level 2 – Management – 2x annual salary to a maximum of $400,000.
Level 2 – All Other Eligible Employees – 2x annual salary with a minimum of $100,000 and a maximum of $250,000.

Employees who are eligible for exempt employee leave under Section 4.15 shall be considered management employees for the purposes of life insurance benefits.

Life insurance premiums for eligible employees are paid for by the City.

3.3.3 Short Term Disability Insurance and Long-Term Disability Insurance

The City does not participate in the State of California's Disability Insurance (SDI) program which includes the paid family leave program. Employees remain eligible for "unpaid" family and medical leave as provided by State and Federal leave laws. Employees should refer to the City's Family Care and Medical Leave, Pregnancy Disability Leave, and Military Family Leave Policy for additional details, including eligibility and use of accrued leave to receive pay during leave.

The City's Short-Term Disability plan provides a maximum benefit period of 83 days, and the Long-Term Disability program goes into effect after 90 days. The City uses a third-party company as the plan administrator. Additional plan information, including elimination periods, and the monthly benefit amounts may be obtained from Human Resources and Risk Management. Short-Term and Long-Term disability insurance premiums for eligible employees are paid for by the City.

3.3.4 Compensation During Parental Leave

The City has contracted with Parento to provide wage replacement, up to $3,500.00 per week as provided in the agreement between Parento and the City, during an employee's eligible leave of absence due to the birth of their child, child adoption, child foster care placement, or placement via a government child protection service. This section does not create an independent leave right, rather, this section merely provides a wage replacement plan for employees who are taking parental leave, as provided under a separate City leave entitlement. Wage replacement under this section is available for up to twelve weeks per qualifying event.

SECTION 3.4 RETIREMENT BENEFITS

3.4.1 CalPERS Enrollment

Eligible employees shall be members of the California Public Employees' Retirement System (CalPERS). The City is a member of CalPERS. Eligible employees are required to participate in accordance with the rules of CalPERS. Employees pay the full amount of the employee's contribution to CalPERS. Retirement health insurance benefits are provided to retirees in compliance with the Public Employees' Medical and Hospital Care Act (PEMHCA) and City Council Resolution No. 2011-03. The City shall pay no more than the monthly minimum employer contribution prescribed by Government Code section 22892 and Resolution No. 2011-03 toward retiree health benefits.

3.4.2 Accumulation Program for Part-Time and Limited-Service Employees

Except as otherwise provided by law, employees not eligible for membership in CalPERS, shall be enrolled in the Accumulation Program for Part-Time and Limited-Service Employees (APPLE) in lieu of enrollment in the federal Social Security Retirement System. APPLE-enrolled employees will pay 3.75% of salary into the program and the City will match that amount. Accumulated funds in APPLE will earn interest on contributions. More information about APPLE can be received from Human Resources and Risk Management.

3.4.3 Deferred Compensation Plan

Regular full-time and regular part-time employees are eligible to contribute to the City's 457(b) deferred compensation plan by electing a deduction amount or percentage, subject to maximum limits as designated by the Internal Revenue Service, from each paycheck. Employees may contribute to a pre tax or Roth type account, subject to plan rules and Internal Revenue Service Rules. Employees are immediately vested in their contributions to the 457(b) plan.

a. Matching Contribution for Full-time Employees: The City will provide a 200% matching contribution of the employee's contribution into a 401(a) plan up to a maximum of $3,000.00 per calendar year. Employees are immediately vested in the City's matching contributions to the 401(a) plan.

b. Matching Contribution for Part-time Employees: The City will provide a 200% matching contribution of the employee's contribution into a 401(a) plan up to a maximum of $1,500.00 per calendar year. Employees are immediately vested in the City's matching contributions to the 401(a) plan.

3.4.4 Retiree Health Reimbursement-defined Contribution Plan

To reward regular employees for their continued City service, the City has established a Health Reimbursement-defined Contribution Plan. The purpose of the plan is to provide eligible employees, as defined in subparagraph (a), and qualifying family members, as defined in subparagraph (b), with a health reimbursement fund that they may use for eligible health care related expenses, as defined under section 213(d) of the Internal Revenue Code, during retirement. The City will contribute to each eligible employee's account based on the contribution table provided in subparagraph (c). Upon eligibility, employees are immediately fully vested in such contributions and are eligible to access funds upon service retirement or following separation from the City for another reason, subject to plan rules and regulations. During City employment, the City will pay account plan administration fees. Employees will be responsible for their own administration fees upon separation from City employment.

a. Eligibility Requirement

Regular full-time and regular part-time employees are eligible to receive benefits under this section upon completion of five (5) consecutive years of City service. Time served as a temporary employee, intern, whether paid or unpaid, limited term appointment employee, or volunteer does not count towards the five (5) year service requirement. Time served in probation status for a regular full-time or regular part-time position does count towards the five (5) years service requirement.

If an employee separates from City employment and is subsequently rehired, prior duration of City employment will not count towards the calculation of the total number of years of service for the purpose of eligibility or the purpose of determining the amount of monthly contribution to the employee's account. For example, if an employee separates from City service after 4 years of continuous service, but is rehired following three months of separation, the employee must serve an additional 5 consecutive years from the rehire date to become eligible under this section 3.4.4 and upon eligibility, the employee will receive contribution at level "A" as provided in subparagraph (c) below.

b. Qualifying Family Members

For the purpose of this section 3.4.4, "qualifying family members" means any individual the employee claims as a dependent on their filed tax return for the relevant calendar year.

c. Contribution Schedule

The City will make contributions under this section 3.4.4 according to the following schedule:

Contribution Level	Months of Continuous Service	Monthly Contribution for Full-time Employees	Monthly Contribution for Part-time Employees
A	60 months - 119 months	$100.00	$50.00
B	120 months - 179 months	$125.00	$62.50
C	180 months - 239 months	$150.00	$75.00

D	240 months – 299 months	$175.00	$87.50
E	300 months - until separation	$200.00	$100.00

SECTION 3.5 TEMPORARY PART-TIME EMPLOYEES

Employees of the City designated as temporary part-time (regularly less than 20 hours per week and no more than 1000 hours in a fiscal year) are non-benefitted and shall be compensated on an hourly basis as specified by the position classification in which they are assigned. Temporary Part-time employees are not eligible for participation in any benefit program established by the City, except as required by State or Federal law or as otherwise expressly provide for in this Manual.

CHAPTER 4 - LEAVE OF ABSENCE

SECTION 4.1 GENERAL INFORMATION

Generally, but not always, leaves of absences are unpaid. Employees have certain rights to substitute accrued paid leave for unpaid leave.

The City will continue to pay the City-sponsored premium portion of the employee health/medical benefits as required by law.

For more detailed information regarding the types of leave, eligibility for leave, payment for leave, and the length of leave normally authorized, see the individual descriptions of each type of leave that follows.

SECTION 4.2 VACATION

All full-time employees accrue vacation time as defined below. All regular part-time employees will accrue vacation hours at one- half (1/2) the rates below. Temporary part—time employees do not accrue vacation.

4.2.1 Amount of Vacation

a. Fifty-nine (59) or fewer months of continuous service: Each employee working in continuous service of fifty-nine (59) or fewer months shall earn 80 hours of paid vacation per year. Vacation shall be earned on a prorated basis for time worked, and employees earn vacation leave accruals on per pay-period basis.

b. Sixty (60) to one hundred twenty (120) months of continuous service: Each employee working in continuous service for sixty (60) to one hundred nineteen (119) months shall earn 120 hours of paid vacation per year. Vacation shall be earned on a prorated basis for time worked, and employees earn vacation leave accruals on per pay-period basis. Additionally, an employee shall receive a one-time credit of forty (40) hours of vacation to their vacation leave accrual balance on the pay-period immediately following the start of their sixtieth month of continuous service.

c. One hundred twenty (120) or more months of continuous service: Each employee working in continuous service for one hundred twenty (120) months or more shall earn 160 hours of paid vacation per year. Vacation shall be earned on a prorated basis for time worked, and employees earn vacation leave accruals on per pay-period basis. Additionally, an employee shall receive a one-time credit of forty (40) hours of vacation to their vacation leave accrual balance on the pay-period immediately following the start of their one hundred twentieth (120) month of continuous service.

To attract and retain experienced at-will management employees and reflect their accruals for other comparable years of experience in a managerial at-will position, the City Manager may authorize an experienced at-will management employee to accrue paid vacation at a higher rate than what applies to other newly-hired employees at the time the at-will management employee is hired or at the time of their performance evaluation via a Personnel Action Form (PAF). However, the rate of accrual for newly- hired at-will management employees shall not exceed what is provided to employees with one hundred twenty (120) or more months of continuous service.

4.2.2 Use of Vacation

a. Employees shall be eligible to use vacation as it is accrued. Employees are not eligible to advance vacation time to use vacation leave before it is accrued.

b. Employees shall request use of vacation at least fourteen (14) days in advance. Requests that are less than fourteen (14) days in advance will only be considered on a case-by-case basis, and in emergency situations.

c. All requests for use of vacation must be approved by the employee's supervisor and the relevant Department Head.

d. Upon termination of employment, employees shall be compensated for accrued unused vacation at their then current pay rate.

e. The City will not allow for accrual of vacation time in excess of 300 hours. Any and all time accrued beyond that will be paid out at the regular rate of pay. The City Manager reserves the right to allow overages in special circumstances.

4.2.3 Vacation Sell-Back

a. Employees who have been employed with the City of Eastvale for a minimum of one (1) year and have used a minimum of forty (40) hours of vacation or exempt employee leave during the pertinent calendar year, may elect to sell-back accrued, but unused, vacation hours. An employee may request to sell-back a minimum of ten (10) hours, up to a maximum of forty (40) hours, not more than two (2) times in a calendar year. An employee may not sell-back more than eighty (80) accrued unused vacation hours in any calendar year. To sell vacation hours, an employee must have a minimum remaining balance of forty (40) hours of vacation leave accrual after the sale of said vacation hours. The employee will be compensated for such vacation sell-back hours at the salary rate in effect for that employee at the time the hours are paid.

b. Vacation accruals for which the employee receives compensation will be deducted from the employee's accumulated total.

c. Any employee who has been given a disciplinary reduction in pay, disciplinary demotion, or suspension, shall be excluded from the use of this provision for sixty (60) calendar days from the date of the implementation of the disciplinary action.

d. An employee desiring to sell back vacation hours under this section, must make a written request to the City Manager for approval. All vacation sell back requests will be processed in the payroll cycle following the date the request was approved whenever possible, or the following payroll cycle.

e. The City Manager reserves discretion to inactivate this provision based on the City's financial ability to pay.

SECTION 4.3 SICK LEAVE

4.3.1 Sick Leave Accruals

a. All full-time employees will accrue paid sick leave at the rate of 90 hours for each 12 months of the employee's active service. Full time employees are credited 3.46 hours towards their sick leave per pay period. Any such leave accrued but unused in any year shall be accumulated for the employee to use in succeeding years up to a maximum accumulation of five (5) years or 450 hours. An employee who reaches the maximum accumulation shall cease accruing sick leave until his/her balance is under the maximum accumulation. Upon termination for any cause other than retirement, sick leave time is forfeited. If an employee retires from City service, sick time may be converted to years of service as regulated by the California Public Employees' Retirement System (CalPERS). If sick time is not converted to years of service, it is forfeited.

b. All regular and probationary part-time employees will accrue paid sick leave at the rate of 45 hours for each 12 months of the employee's active service. Regular and probationary part-time employees are credited 1.73 hours towards their sick leave per pay period. Any such leave accrued but unused in any year shall be accumulated for the employee to use in succeeding years up to a maximum accumulation of five (5) years or 225 hours. An employee who reaches the maximum accumulation shall cease accruing sick leave until his/her balance is under the maximum accumulation. Upon termination for any cause other than retirement, sick leave time is forfeited. However, if the City rehires an employee within twelve (12) months of termination, the employee shall receive a credit for accrued unused sick leave that the employee had at termination. If an employee retires from City service, sick time may be converted to years of service as regulated by the California Public Employees' Retirement System (CalPERS). If sick time is not converted to years of service, it is forfeited.

c. All temporary part-time employees who work 30 or more days within a year shall receive 40 hours of sick leave in their sick leave bank immediately upon commencement of employment. Employees who qualify for sick leave under this subsection are entitled to use accrued sick days beginning on the 90th day of employment. Unused sick leave at the end of the calendar year may not be carried forward and sick leave may not be cashed out. Thereafter, at the beginning of each subsequent calendar year, the employee shall begin the year with 40 hours of leave time in their sick leave bank. Temporary part-time employees who promote into a regular full-time or part-time position will retain their unused sick leave.

4.3.2 Sick Leave Usage

The following are permitted uses of sick leave:

a. Diagnosis, care, or treatment of an existing health condition of an employee or a member of the employee's Immediate Family. For the purposes of this section, Immediate Family member means any of the following, as further defined in Labor Code section 245.5: A child, a parent, a spouse, a registered domestic partner, a grandparent, a grandchild, a sibling, or a designated person.

b. Preventative care for an employee or an employee's Immediate Family member.

c. For employees who are victims of a qualifying act of violence, as that term is defined under Government Code section 12945.8, leave taken for the purposes described in Government Code section 12945.8.

Sick leave may be used upon an employee's oral or written request. If the need for paid sick leave is foreseeable, an employee must provide “reasonable” advance notice. If not, the employee must provide notice to their supervisor “as soon as practicable” or within one-half (1/2) hour of the beginning of their work shift of each sick day, or prior to leaving the worksite when becoming ill during the work shift. Failure to provide notice in accordance with this policy may be cause for disciplinary action. Eligibility of sick leave usage shall commence when accrued. Observed holidays occurring during sick leave shall not be counted as days of sick leave.

Vacation leave may not be used in lieu of paid sick leave unless employee’s sick leave accrual has been exhausted, and the employee receives approval from their supervisor.
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4.3.3 Annual Sick Leave Buy-Back

Employees may receive compensation for unused sick leave, per calendar year as follows:

a. Full-time employees and regular part time employees may be eligible to sell back accrued sick leave provided that they, following any sale of such hours to the City, maintain a minimum of forty-eight (48) hours of accrued unused sick leave.

b. A full time or regular part time employee desiring to sell back accrued sick leave to the City must make a written request to the City Manager for approval during the first two weeks of January each calendar year.

c. Compensation for unused accumulated sick leave, processed under this section, will only be paid the second pay period in February of each year at the employee’s current rate of pay, based on a buy-back rate of 50% for each hour that the City buys back. (e.g., 40 hours of sick leave sold back to the City will be cashed out at 20 hours.)

d. The City Manager reserves discretion to inactivate this provision based on the City’s financial ability to pay.

e. Employees are not eligible to sell-back accrued unused sick leave under this section upon termination of employment, which includes disciplinary termination, resignation, retirement, layoff, “at-will” or probationary separation.

SECTION 4.4 FAMILY CARE AND MEDICAL LEAVE; PREGNANCY DISABILITY LEAVE; MILITARY FAMILY LEAVE

The City provides employees with family care and medical leave, pregnancy disability leave, and military family leave. Information about these leaves is set forth in a separate administrative policy.

SECTION 4.5 CIVIL AIR PATROL LEAVE

The City will provide employees with leave as required by the Civil Air Patrol Employment Protection Act. Employees who are also volunteer members of the Civil Air Patrol are annually entitled to up to 10 days of leave for Civil Air Patrol duty to respond to an emergency operation mission. The employee must have been a City employee for at least 90 days before the beginning

of leave. Generally, leave for a single emergency cannot exceed 3 days. Leave is unpaid. Employees may use available vacation leave, compensatory time off, exempt employee leave, and floating holidays to receive compensation during this leave. The employee must provide written certification of the need for leave from the proper Civil Air Patrol.

SECTION 4.6 CRIME VICTIMS' LEAVE

Employees are allowed time off from work to attend judicial proceedings related to a violent felony, serious felony, or felony theft or felony embezzlement (as defined in Labor Code 230.2), if the employee, an immediate family member (which includes spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather) of the employee, registered domestic partner of the employee, or the child of a registered domestic partner is a crime victim. The employee can use available sick leave, compensatory time off, floating holiday, exempt employee leave, or vacation leave for crime victims' leave.

SECTION 4.7 VICTIMS OF DOMESTIC VIOLENCE OR SEXUAL ASSAULT

Employees who are the victims of domestic violence or sexual assault can take time off, as required by law, to obtain relief, such as a temporary restraining order, a restraining order, or other court-ordered relief, to help ensure the safety of the victim or the victim's child. Employees can use available vacation leave, sick leave, floating holiday, exempt employee leave, or compensatory time off for this type of leave.

Unless not feasible, employees are expected to provide reasonable advanced notice of the need for leave and to supply documentation supporting the leave request.

SECTION 4.8 MILITARY LEAVE

Military Leave will be provided in accordance with state and federal law. All employees must notify their department head as soon as practicable of their need for military leave. When possible, the employee must also present a copy of their military orders prior to taking military leave. The department head must immediately notify the Human Resources and Risk Management Director about the employee's need for military leave.

SECTION 4.9 ORGAN AND BONE MARROW DONATION LEAVE

Employees who are donating an organ are entitled to up to 30 business days of paid leave in a one (1) -year period. Employees who are donating bone marrow are entitled to five (5) business days of paid leave in a one (1) -year period. Group health insurance is maintained during the leave period.

For leave under this section, a year is measured as 12 consecutive months from the date leave begins. These leaves do not run concurrently with CFRA leave. Eligible employees are those employees who have been employed by the City for least a 90-day period before the leave begins. Employees who take bone marrow donation leave must take up to five (5) days of accrued sick leave or vacation time. Employees who take organ donor leave may take up to two (2) weeks of accrued sick leave or vacation time. Prior to taking a leave under this section, an employee shall provide a written verification to the City that the employee is an organ or bone marrow donor and that there is a medical necessity for the leave.

SECTION 4.10 SCHOOL ACTIVITIES/SCHOOL APPEARANCE LEAVE

The City will grant a leave of absence to an employee who is the parent, guardian, or grandparent of a child, in accordance with the following provisions.

a. Permissible Purposes:

(i) To participate in the activities of the child's primary or secondary school or licensed childcare provider;

(ii) To find, or to enroll, or reenroll the child in, a primary or secondary school or licensed childcare provider.

(iii) To address an emergency, such as:

(A) A request from childcare provider or school that the child be picked up.

(B) A provision in the attendance policy for the childcare provider or school, other than a planned holiday, that prohibits the child from attending.

(C) Closure or unexpected unavailability of the childcare provider or school, other than during planned holidays.

(D) A natural disaster, including, but not limited to, fire, earthquake, or flood.

(iv) To appear at the school of a suspended child pursuant to a request made by the child's school under California Education Code section 48900.1.

b. An employee may take up to 40 hours of leave per calendar year, but no more than eight hours in one calendar month. However, no limit shall be placed on the amount of leave taken under Section 4.10(a)(iv). If more than one City employee requests leave in connection with the same child, only the first employee to provide notice is entitled to receive leave. The second employee may also be permitted to take a simultaneous leave of absence if the second employee obtains written supervisory approval. The amount of leave available is fixed at a maximum of 40 hours per calendar year, regardless of the number of children, grandchildren, or wards that an employee may have.

c. An employee must provide reasonable advance notice of the need for leave and must make all reasonable efforts to schedule the leave so as not to unduly disrupt the operations of the City. If an emergency makes such notice impossible, the employee shall notify the employee's Department Head as soon as possible. Employees returning from leave are required to provide written verification from the school or childcare provider of the employee's need for leave at the specific time and date. If an employee fails to provide sufficient verification, the City may determine that the leave time was unauthorized.

d. Leave under this section is unpaid. However, an employee may choose to use any accrued vacation time when taking leave under this section.

SECTION 4.11 VOLUNTEER FIREFIGHTERS, RESERVE PEACE OFFICERS, AND EMERGENCY RESCUE PERSONNEL LEAVE

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. If an employee is an official volunteer firefighter, reserve peace officer, or emergency rescue personnel, the employee shall alert their supervisor about the potential to take time off for emergency duty. When taking time off for emergency duty, the employee is required to alert their supervisor before doing so when possible. Further, employees are entitled to take a leave of up to fourteen (14) days per calendar year for fire or law enforcement training. Employees may use their accrued vacation leave or take unpaid leave time.

SECTION 4.12 VOTING LEAVE

Employees of the City are expected to vote prior to or following their assigned working hours. If an employee does not have sufficient time outside regular working hours to vote at statewide elections, the employee may take off such working time as will enable the employee to vote. A maximum of two hours may be taken with pay. To receive time off for voting, the employee must notify the employee's Department Head in advance. Employees who need Voting Leave, must take such leave at the beginning or end of the employee's work shift, based on the needs of the Department and the employee's schedule. The exact amount of time off work and the scheduling of time off shall be decided between the employee and the employee's Department Head. Employees who use Voting Leave are required to present a voter's receipt to their Department Heads.

SECTION 4.13 PERSONAL LEAVE OF ABSENCE WITHOUT PAY

4.13.1 Request for Leave.

Upon the request of the employee, a leave of absence without pay may be granted by the City Manager to an employee.

a. An employee shall not be entitled to a leave of absence under this section as a matter of right, but only upon good and sufficient reason.

b. Request for leave of absence without pay shall be made in writing to Human Resources and Risk Management, and shall state specifically the reason for the request, the date when it is desired to begin the leave, and the probable date of return. Human Resources and Risk Management will transmit the request to the City Manager. In evaluating the leave request, the City Manager may request further reasonable documentation in support of the employee's request for a leave of absence without pay, including confirmation that the employee is reasonably expected to return to work with the City upon conclusion of the authorized leave period, in accordance with applicable laws.

c. Mandatory Exhaustion of Paid Leaves. If an employee is requesting a leave of absence for medical reasons, the employee is required to first fully exhaust all of employee's paid leaves to be eligible to receive a leave of absence without pay. If an employee is requesting a leave of absence for non-medical personal reasons, the employee is required to fully exhaust all of the employee's paid leaves, except sick leave, in order to be eligible to receive a leave of absence without pay.

d. Authority to Grant a Leave of Absence Without Pay. The City Manager may grant an employee a leave of absence without pay for a period not to exceed six months. After three months, the leave of absence may be extended if so authorized by the City Manager. Extensions of leaves of absence will not be granted unless, in the judgment of the City Manager, the City would not experience undue hardship from the employee's continued absence, or the particular circumstances would otherwise justify the extension. The approval or rejection of the City Manager will be in writing, final, and not subject to any appeal.

e. Return to Work. Upon expiration of a regularly approved leave, the employee will be reinstated in the position held at the time leave was granted, provided such position continues to exist. An employee on leave who fails to report to duty promptly at its expiration will be subject to disciplinary action for being on an unauthorized absence and may trigger Job Abandonment provisions under Section 7.3.

4.13.2 Conditions of Leave.

A leave of absence without pay granted by the City Manager shall not be construed as a break in continuous service or employment, and rights accrued at the time leave is granted shall be retained by the employee. A person granted such leave shall not accrue any paid leaves of absence (vacation, sick leave), shall not receive increases in salary and other similar benefits, and shall not be eligible to receive cafeteria contributions and reimbursements during the period of absence, unless required by law. An employee reinstated after leave of absence without pay shall receive the same step in the salary range he/she received when he began his/her leave of absence. Time spent on such leave without pay shall not count toward service for increases within the salary range, and the employee's salary anniversary date shall be set forward one month for each thirty (30) consecutive days taken.

SECTION 4.14 JURY DUTY OR WITNESS APPEARANCE LEAVE

Every employee of the City who is called to jury duty will be granted leave to perform the same. Upon receipt of a jury duty summons, employees must promptly notify their supervisor and provide a copy of the notice to their supervisor or department head. Further, an employee who is ordered or subpoenaed to appear as a witness in any judicial proceeding during their normally scheduled work hours will be given leave to fulfill their obligation. An Employee requesting leave to appear as a witness pursuant to an order or subpoena must provide verification of their witness obligation to their supervisor or department head. The City may require any employee on leave under this section to report to duty during regularly scheduled work hours if such scheduled work hours are outside of two hours of the employee's required jury duty service or subpoena to appear as a witness.

Any regular full-time employee or regular part-time employee, who is required to serve as a juror or subpoenaed as a witness in any State or Federal court, or any administrative board or tribunal, shall be entitled to up to forty (40) days of their base pay while performing services as a juror or a witness for the duration of such service; provided that any such employee shall be required to pay over to the City any amount he/she receives for jury fees, exclusive of approved travel and subsistence.

SECTION 4.15 EXEMPT EMPLOYEE LEAVE

Exempt employees are authorized a paid leave (time off with pay) each calendar year. Department Heads will receive one-hundred (100) hours of paid leave per calendar year,

management employees, as listed on appendices A and B to this Manual, and non-management exempt employees, as listed in appendix C to this Manual, will receive eighty (80) hours of paid leave per calendar year. Such employees shall receive paid leave according to the following schedule:

a. During first calendar year as an exempt employee: Department Heads shall be credited twenty-five (25) hours at the beginning of each calendar quarter beginning with their date of hire as a Department Head until the end of the same calendar year. Employees in appendices A, B, and C shall be credited twenty (20) hours at the beginning of each calendar quarter beginning with their date of hire, as a management employee or non-management exempt employee, until the end of the same calendar year.

b. During the second calendar year, exempt employees shall be credited leave according to the following schedules:

(i) Department Heads:

(A) January 1 until the end of the quarter encompassing the employee's anniversary date as a Department Head: the Department Head shall be credited twenty-five (25) hours for each calendar quarter starting with January 1 until the end of the quarter encompassing the employee's anniversary date as a Department Head.

(B) Following the quarter encompassing the employee's anniversary date as a Department Head until the end of the second calendar year: the Department Head shall be credited the remaining leave amount for the second calendar year as a lump sum credit.

(ii) Management and Non-Management Exempt Employees:

(A) January 1 until the end of the quarter encompassing the employee's anniversary date as management or non-management exempt employee: the employee shall be credited twenty (20) hours for each calendar quarter starting with January 1 until the end of the quarter encompassing the employee's anniversary date as a management or non-management exempt employee.

(B) Following the quarter encompassing the employee's anniversary date as a management or non-management exempt employee until the end of the second calendar year: the employee shall be credited the remaining leave amount for the second calendar year as a lump sum credit.

c. During the third calendar year and each subsequent calendar year thereafter as a Department Head, management, or non-management exempt employee: Department Heads shall be credited their annual one-hundred (100) hours of leave on January 1. Management and non-management exempt employees shall be credited their annual eighty (80) hours of leave on January 1.

Leave hours provided under this section 4.15 not used within the calendar year in which they are credited are forfeited and not subject to cash out. Employees shall receive cash out of any unused accrued exempt employee leave at termination of employment.

SECTION 4.16 BEREAVEMENT LEAVE

An Employee is eligible to receive leave under this section if the employee has been employed by the City for at least thirty days prior to commencement of leave. If an employee loses an immediate family member, as defined in this section below, the employee will be allowed paid time off of up to five (5) days. Regular and probationary part time employees will receive paid time off for five days based on their average hours worked per week in the prior thirty days. Leave days under this section need not be consecutive, but shall be completed within three months of the date of death of the immediate family member.

For the purposes of this section, an immediate family member means: a spouse, domestic partner, child, parent, sibling, grandparent, grandchild, parent-in-law, or foster children or legal wards and legal guardians. An employee must inform the employee's supervisor prior to commencing bereavement leave. In administering this section, the City may require verification of death within 30 days of the first day of the leave. Any documentation provided by the employee to support leave under this section shall be maintained as confidential.

SECTION 4.17 REPRODUCTIVE LOSS LEAVE

Upon completion of thirty (30) days of employment with the City, an employee shall be eligible to receive reproductive loss leave as provided in this section.

a. Definitions applicable to this section.

(i) Reproductive loss event: means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction.

(ii) Failed adoption: means the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. This event applies to any person who would have been the parent if the adoption was completed.

(iii) Failed surrogacy: means the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. This event applies to any person who would have been the parent if the child was born as a result of the surrogacy.

(iv) Miscarriage: means a miscarriage by a person, by the person's current spouse or domestic partner, or by another individual if the person would have been a parent of a child born as a result of the pregnancy.

(v) Stillbirth: means a stillbirth resulting from a person's pregnancy, the pregnancy of a person's current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy that ended in stillbirth.

(vi) Unsuccessful assisted reproduction: means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. This event applies to a person, the person's current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy.

b. Leave Entitlement. An employee may receive up to five (5) days of unpaid leave under this section following a reproductive loss event. If an employee experiences more than one reproductive loss event within a twelve (12)-month period, the City may grant additional reproductive loss leave, under this section, up to twenty (20) days within a twelve (12) month period. An employee may use leave entitlement under this section nonconsecutively. Except as otherwise provided in subsection 3 "Impact of Other Leave" below, leave under this section shall be completed within three (3) months of the reproductive loss event.

c. Impact of Other Leave. If prior to or immediately following a reproductive loss event, an employee is on or chooses to go on leave under section 4.4, or any other leave entitlement under state or federal law, the employee shall complete leave under this section within three (3) months of the end date of the other leave.

d. Use of Accrued Paid Leave. An employee may use vacation leave, sick leave, or other leave that is otherwise available to the employee to receive compensation while on leave under this section.

e. Nonretaliation; Noninterference. The City will not retaliate against an employee, including imposing any disciplinary action, because of the employee's exercise of the right for leave under this section or an employee giving information or testimony as to their own reproductive loss leave, or another person's reproductive loss leave. Further, the City will not interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right provided under this section.

f. Confidentiality Provision. The City will maintain the confidentiality of any employee requesting leave under this section. Any information provided to the City pursuant to this section will be maintained as confidential and will not be disclosed except, as necessary, to internal personnel, legal counsel, or as may otherwise be required by law.

SECTION 4.18 INDUSTRIAL ILLNESS AND/OR INJURY LEAVE

4.18.1 Industrial Illness/Injury Leave.

The City will grant a leave of absence to any employee who is unable to work due to an industrial illness/injury.

a. Duration. Leave duration under this section shall continue until: a) the City determines that the employee is released to return to work by the employee's health care provider without restrictions; b) the employee's health care provider releases employee to work with restrictions, and the City determines that it has a reasonable accommodation for the restrictions; or c) the City receives evidence, which the City deems satisfactory, from the employee's health care provider that the employee is unable to return with or without restrictions. The City may also terminate a leave of absence under this section if the employee retires from City employment or the employee fails to cooperate in good faith in the interactive process with the City to determine whether reasonable accommodation is available to return to work.

b. Coordination. If leave under this section is also designated as FMLA/CFRA leave of absence, the employee may coordinate any unused accumulated sick and vacation hours with any workers' compensation insurance, long term disability, and any other wage replacement benefits, up to an amount equal to the employee's regular salary. Employee taking leave under this section that is not designated as FMLA/CFRA, shall coordinate unused accumulated sick

hours with workers' compensation insurance, long term disability, and any other benefits provided to the employee, up to an amount equal to the employee's regular salary.

SECTION 4.19 FITNESS FOR DUTY LEAVE AND EXAMINATION

Employees are expected to report to work fit for duty, which means able to perform their job duties in a safe, appropriate, and effective manner, free from adverse effects of physical, mental, emotional, and/or personal issues. This section is intended to provide a safe environment and protect the health and welfare of employees and the public. If an employee feels that the employee is not fit to perform the employee's duties, the employee must notify the employee's supervisor immediately.

a. Reasons for Fitness for Duty Leave. In the discretion of the City, an employee may be placed on a paid Fitness for Duty Leave and/or ordered to participate in a fitness for duty examination in any of the following situations:

(i) An employee returns from a medical leave of absence of more than five working days.

(ii) An employee is involved in the interactive process with the City to determine whether there is a reasonable accommodation for the employee's medical or mental condition.

(iii) Supervisor observes or receives a reliable report of an employee's possible lack of fitness for duty. Observations and reports may be based on, but are not limited to, employee's own self-report of potential unfitness, dexterity, coordination, alertness, speech, vision acuity, concentration, disproportionate response to criticism, and inappropriate or uncharacteristic interactions with the public, co-workers, and supervisors.

(iv) Fitness for duty examinations based on a reasonable suspicion that an employee is under the influence of impairing drugs or alcohol shall be conducted in accordance with the City's Alcohol and Drug Policy.

b. Procedures for Ordering a Fitness for Duty Examination. When a Supervisor becomes aware of or observes behavior that makes the Supervisor reasonably suspect that the employee may not be fit for duty, the Supervisor, shall refer the employee to Human Resources and Risk Management who will determine if a fitness for duty examination is appropriate, and, if so, will schedule the employee for a fitness for duty examination. If the circumstances warrant it, the Department Head may place the employee on paid leave pending the results of the employee's fitness for duty examination. The examination shall be paid for by the City.

c. Procedure Following Receipt of Examination Results. The doctor examining the employee shall be limited to finding the employee "fit for duty" or "fit for duty with restrictions" or "unfit for duty." In the case of finding an employee fit for duty, the doctor may issue work restrictions. In no case shall the doctor reveal the underlying cause of the fitness or unfitness for duty without the employee's permission.

(i) Fit for Duty. If the doctor finds the employee is fit for duty, the employee shall return to work immediately and perform all duties of the employee's position.

(ii) Fit for Duty with Restrictions. If the doctor finds the employee is fit for duty with restrictions, the doctor shall specifically enumerate what restrictions are necessary and for how long those restrictions are necessary. The City shall then evaluate those restrictions, and determine if the City can reasonably accommodate those restrictions. If the employee's restrictions are based on a disability as defined by the ADA and/or FEHA, the City shall engage in the interactive process as required by law.

(iii) Unfit for Duty. If the employee is found to be unfit for duty, the employee shall not be permitted to work. The employee may request a leave of absence in accordance with the appropriate applicable provision(s) of this Manual. If the employee can provide certification of fitness for duty prior to the exhaustion of all paid and unpaid leave that the employee is entitled to under this Manual, the employee shall be returned to work. However, if such certification is from the employee's own health care provider, the City may request a second opinion from a doctor of its choosing and at its cost to evaluate the employee under the requirements of this section. If the two certifications conflict, a third opinion will be sought from a doctor chosen by the City and the employee, at the expense of the City. The opinion of fit or unfit rendered by the third doctor shall be binding. If the employee's restrictions are based on a disability as defined by the ADA and/or FEHA, the City shall engage in the interactive process as required by law.

CHAPTER 5 – EMPLOYEE CONDUCT, DISCIPLINE AND DISCIPLINARY APPEALS

SECTION 5.1 GENERAL POLICY STATEMENT

Regular full-time and regular part-time employees in the classified service of the City may not be suspended, demoted, dismissed, or reduced in pay for disciplinary reasons, without just cause. This Chapter 5 of this Manual does not apply to probationary employees, "at-will" employees, and temporary part-time employees.

Discipline may be necessary when this Manual or standalone City policies are violated, or City expectations are not met, including an employee's failure to satisfactorily perform assigned job duties. The causes for disciplinary action against an employee may include, but are not limited to, the following:

SECTION 5.2 TYPES OF DISCIPLINARY ACTIONS

While the City maintains a progressive disciplinary system, the City may impose discipline at any level that is appropriate for the employee's action up to and including termination.

5.2.1 Verbal Reprimand.

An employee may be verbally reprimanded about his/her inappropriate behavior. The supervisor may make a brief notation regarding the date and substance of the verbal reprimand in the personnel file. If an employee's conduct does not improve, reference to the verbal reprimand may be made in a subsequent written reprimand or performance evaluation. The procedures in Sections 5.6 and 5.7 are inapplicable to verbal reprimands. Verbal reprimands are not subject to any employee appeal or grievance.

5.2.2 Written Reprimand.

An employee may receive written notification indicating the City is dissatisfied with the employee's services or conduct and that further disciplinary measures may be taken if the behavior is not corrected. The written reprimand may include details about 1) the date and time of the conduct underlying the reprimand, 2) what occurred and/or the nature of the violation, and 3) what the employee must do to correct the situation. The written reprimand must be signed by the employee and the employee's supervisor or department head and then filed with Human Resources and Risk Management. If the employee refuses to sign the written reprimand, their refusal must be noted on the written reprimand. Once issued, the employee will receive one copy of the fully executed written reprimand and a second copy will be placed in the employee's personnel file. The procedures in Sections 5.6 and 5.7 are inapplicable to written reprimands. Written reprimands are not subject to any employee appeal or grievance.

5.2.3 Suspension.

An employee may be suspended without pay for disciplinary reasons.

5.2.4 Disciplinary Reduction in Pay.

An employee's pay rate within their pay range and class may be reduced for disciplinary reasons.

5.2.5 Disciplinary Demotion.

An employee may be demoted from a position in one class to a position in another class having a lower maximum pay rate for disciplinary reasons. The demotion may be permanent or temporary.

5.2.6 Dismissal.

An employee may be dismissed from City service for disciplinary reasons.

SECTION 5.3 GROUNDS FOR DISCIPLINARY ACTION

Discipline will not be imposed except upon a showing of just cause, which may include, but shall not be limited to the following:

1. Fraud. To secure employment by providing false documents or knowingly making false statements or significant omissions, either orally or in writing, on a City employment application or in any supporting documents.

2. Incompetence. Failure to perform some or all of the job duties; unsatisfactory, inefficient, or careless work; the inability or refusal to improve work performance in accordance with written or verbal direction after a reasonable time period.

3. Neglect of Duty. Failure to perform one or more essential duties required of the employee's position; unauthorized sleeping while on duty; intentional, negligent or reckless behavior resulting in spoilage or waste of City property; sabotage of City property, equipment, vehicles or work product; failing to take reasonable action while on duty or when required by law.

4. Poor performance. Substandard job performance.

5. Inability to maintain qualification. failure of an employee to maintain minimum job qualifications.

6. Insubordination. Willful failure to conform to a supervisor's legitimate requests and directions; refusing to comply with reasonable work assignments made by a supervisor.

7. Alcohol or Drug Use. Any violation of the City's Drug- and Alcohol-Free Workplace Policy.

8. Absence Without Leave. Being away from work during assigned duty hours without permission, tardiness, failure to return from leave, and/or improper use of leave.

9. Discourteous Treatment of Others. Disparaging remarks that discredit a co- worker or disrupt or subvert the good order, efficiency and discipline of the City or any department thereof; engaging in gossip or rumor mongering or other behavior which creates discord and disharmony in the workplace; engaging in bullying behavior; general discourteous, uncooperative, or offensive treatment of employees, contractors, the public or others doing business with the City.

10. Conduct that is Unbecoming a City Employee. Conduct which tends to discredit the City, whether on duty, off-duty in uniform or on City property.

11. Improper or Unauthorized Use of City Property. Using City telephone, or computer equipment for personal use or gain; using City equipment or City vehicles for personal use or gain; unauthorized possession of, loss of, or damage to any City property; theft or removal of any City property; violating the California Vehicle Code while operating a City vehicle; operating City vehicles or equipment or privately-owned vehicles on City business without a current driver's license; involvement in preventable traffic accident while on duty.

12. Conflict of Interest/Employment/Activity/Enterprise. Outside employment, activity or enterprise not authorized by the City Manager.

13. Gifts. Acceptance of any gift or other form of remuneration, in addition to the employee's regular compensation, for the actions performed in the normal course of the employee's assigned duties, in violation of applicable laws, regulations and/or policies.

14. Falsifying Records. Falsifying, modifying, or altering City reports or records, including timesheets, or making misleading entries or statements, or failing to disclose material facts, or destroying or mutilating any City record or other document.

15. Dishonesty. The lack of honesty, deceit, and willful misrepresentation of facts.

16. Unethical Behavior. Failure of any employee to report any activities on his/her part where such activities may result in criminal prosecution or result in discipline under this policy; failure of any employee to report official contacts by any law enforcement agency; concealing or attempting to conceal defective work; the exercise of authority for any improper purpose; making false, misleading or malicious statements to a supervisor or which harm or destroy the reputation, authority or official standing of a co-worker; using a badge, uniform, identification card or other City property for personal gain or other improper purpose; attempted or actual theft of City property or the property of others.

17. Discrimination and Harassment and/or Sexual Harassment. Discrimination or harassment in violation of the City's Policy Prohibiting Discrimination, Harassment, and Retaliation.

18. Safety. Violating safety rules; failing to wear required safety equipment; tampering with safety equipment; failing to report any on-the job or work-related accident or injury within 24 hours; engaging in reckless behavior that endangers self or safety or that of a co-worker or member of the public; threatening or engaging in acts of violence, engaging in horseplay, while on duty, or off-duty in uniform or on City property; unauthorized possession of a weapon, firearm or explosive while on duty, or off-duty in uniform or on City property, during working hours, or while acting in the capacity of a City employee; smoking/vaping/using e-cigarettes outside of designated smoking areas.

19. Security. Unauthorized access to confidential information or records; unauthorized release of confidential information or records; unauthorized access into secured City offices, City buildings, or both; providing unauthorized access into City offices or City buildings to third parties, whether co-workers or members of the public; negligently misplacing security access codes, keys, electronic keys or cards that provide access to secured City offices or City buildings; loitering on City property.

20. Convictions. The conviction of either a misdemeanor or a felony where the conviction has a nexus (as reasonably determined by the City in its sole discretion) with the employee's duties. The conviction shall be conclusive evidence of the misconduct having occurred for disciplinary purposes. A plea or verdict of guilty, or a conviction showing a plea of Nolo Contendere is deemed to be a conviction for disciplinary purposes.

21. Threats. Threatening, intimidating or coercing co-workers or members of the public while on duty, or while off-duty in uniform or on City property.

22. Interference. Interfering with investigations conducted by the City, its management or designated agents of the City.

23. Obscene Language. Obscene or abusive language toward a co-worker, a member of the public, or other person while on duty, or while off-duty in uniform or on City property.

24. Supervisor Obligations. Failure of a supervisor to ensure that subordinates comply with the written rules, regulations, policies and procedures of the City or any department thereof; failure of a supervisor to report misconduct of a subordinate to his/her supervisor or to document such misconduct; discriminatory treatment of subordinates.

25. Gambling. Gambling on City property or during work hours.

26. Violation of Rules. Violation of this Manual or any of the City's policies, ordinances, and resolutions. This also includes violations of rules, regulations, or orders established by the employee's supervisor or department head.

SECTION 5.4 DISCIPLINING AUTHORITY

The employee's Department Head shall be the Disciplining Authority. For employees in the classified service who report directly to the City Manager, the City Manager shall be the Disciplining Authority.

The Disciplining Authority may issue proposed discipline, may serve as the Skelly Officer, and may impose discipline. The Disciplining Authority may not serve also serve as the Appeal Officer.

SECTION 5.5 MAJOR AND MINOR DISCIPLINE

5.5.1 Major Discipline.

Major discipline is defined to include dismissal, suspension of five (5) or more days, reduction in pay, or involuntary demotion.

5.5.2 Minor Discipline.

Minor discipline is defined to include verbal reprimand, written reprimand, and suspension of four (4) days or less.

SECTION 5.6 DISCIPLINARY PROCEDURES

5.6.1 For disciplinary action more severe than a written reprimand, the following procedures apply: Written Notice of Intent to Discipline ("Skelly Notice").

When the Disciplining Authority determines that an employee has committed an act or omission that justifies discipline more severe than a written reprimand, the Disciplining Authority or his/her designee shall provide the employee with written notice of the proposed disciplinary action. Such notice shall include:

a. A statement which clearly defines the intent to take action, the proposed action to be taken, and the proposed effective beginning and ending time of intended action.

b. A statement of the specific grounds and particular facts upon which the proposed disciplinary action will be taken.

c. A copy of all written materials, reports, or documents upon which the intended action is based.

d. A statement that the employee will be afforded the right to respond to the Notice of Intent, either verbally, in writing, or both within five business days upon receipt of the intended disciplinary action, to the designated Skelly Officer.

e. A statement that if the employee fails to respond in the time frame specified will constitute a waiver of the right to respond.

f. If personally delivered, the employee's signature on the Notice of Intent will acknowledge receipt of said notice by the employee. If the employee refuses to sign, it will be noted as such on the Notice of Intent. The signature documentation on the Notice of Intent will acknowledge that the employee received the Notice of Intent.

5.6.2 Employee Response/Pre-Disciplinary ("Skelly") Conference.

Within five business days after the employee has been served with the Notice of Intent, the employee will have the right to respond, verbally or in writing, at the employee's option, to the Skelly Officer. If, within the five business days response period, the employee does not provide a written or verbal response, the proposed action of the City will be considered conclusive and will take effect as set forth in the Notice of Intent. Prior to the expiration of the five business days, the response date may be adjusted by mutual agreement, but unreasonable delay will not be tolerated.

The employee's response will be fully considered before the City issues any final notice of disciplinary action. During the Skelly Conference, the employee will be given a full opportunity to respond to the Notice of Intent. This is not intended to be an adversarial hearing. The employee will not be accorded the opportunity to cross-examine City witnesses, or to present a formal case in opposition to the proposed discipline.

Should the Skelly Officer determine that the employee's response warrants further investigation, the Skelly Officer may delay the implementation or modification of the proposed disciplinary action until such time as the further investigation is completed. In the event the investigation produces facts that warrant more severe disciplinary action than originally proposed, the Skelly Officer will re-implement the Written Notice of Intent to Discipline procedures, above.

5.6.3 Written Notice of Final Disciplinary Action.

The Skelly Officer has the authority, after considering the employee's response and additional investigation, if any, to modify, revoke, or impose the proposed disciplinary action.

If the Skelly Officer decides to modify the proposed action, the Skelly Officer will notify the employee by either issuing a revised Notice of Intent (for more severe disciplinary action than originally proposed) or a Notice of Imposition (for less severe disciplinary action than originally proposed). The Notice of Imposition will also include the effective date of any disciplinary action issued. The decision of the Skelly Officer is final and shall be imposed.

If the Skelly Officer decides to revoke the disciplinary action, the Skelly Officer will advise the employee in writing, and the original intent to impose disciplinary action will be discarded and no record made in the employee's personnel file. The decision of the Skelly Officer is final and shall be imposed.

If the Skelly Officer decides to implement the discipline as originally proposed in the Notice of Intent, the Skelly Officer will notify the employee in writing by providing him/her with a Notice of Imposition. The Notice of Imposition will also include the effective date of any disciplinary action issued. The decision of the Skelly Officer is final and shall be imposed.

The employee will be advised in writing of any right of appeal The Notice of Imposition or other final decision of the Skelly Officer will be delivered to the employee in accordance with Section 5.10, and shall include the following details:

a. The disciplinary action imposed;

b. The grounds upon which the disciplinary action is based;

c. The specific acts or omissions that constitute the basis for the disciplinary action;

d. Notice of the employee's right to appeal the Department Head's decision to the City Manager, if identified as an appealable decision;

e. Copies of all materials upon which the disciplinary action is based;

f. Notice of the employee's right to review and copy anything contained in his or her personnel file;

g. Where applicable, notice that failure to file an appeal within a specified time frame will constitute a waiver of the right to appeal.

SECTION 5.7 APPEAL PROCEDURES

5.7.1 Minor Discipline.

There is no appeal for minor discipline.

5.7.2 Major Discipline.

Any employee who has received a Notice of Imposition imposing major discipline shall be entitled to request an evidentiary appeal of the imposition of discipline. Such appeal shall provide all rights afforded by due process under the law, including the employee's right to call witnesses, cross examine witnesses, and present evidence in support of the employee's appeal.

a. Request for Appeal Hearing. An employee wishing to appeal any major discipline shall have ten (10) calendar days after receipt of the Notice of Imposition to submit a written and signed request for appeal hearing. The employee's request for appeal must be addressed to the City Manager and shall identify the subject matter of the appeal, the grounds for the appeal, and the relief desired by the employee. All appeal hearings shall be conducted in private unless the employee requests a public hearing.

b. Scheduling of Appeal Hearing. The City Manager shall schedule the appeal hearing within a reasonable time after the designation of an Appeal Officer, considering the availability of the Appeal Officer, the employee, and any witnesses.

c. Appeal Officer.

(i) When a person other than the City Manager was the Disciplining Authority, the City Manager may choose to act as the Appeal Officer and conduct the hearing himself/herself and make the final decision.

(ii) When a person other than the City Manager was the Disciplining Authority, the City Manager may, at the City Manager's sole discretion, refer the hearing to an outside Appeal Officer, who will be selected by contacting the California State Mediation and Conciliation Service. The California State Mediation and Conciliation Service shall be requested to submit a list of seven persons qualified to act as an Appeal Officer to the City and the employee. Within ten days following receipt of the list of Appeal Officers, the parties shall meet to select the Appeal Officer. The parties shall alternately strike one name from the list of hearing officers (the right to strike the first name to be determined by lot) until one name remains, and that person shall be the Appeal Officer.

(iii) When the City Manager was the Disciplining Authority, the City Manager shall refer the hearing to an outside Appeal Officer by contacting the California State Mediation and Conciliation Service. The California State Mediation and Conciliation Service shall be requested to submit a list of seven persons qualified to act as Appeal Officers to the City and the employee. Within ten days following receipt of the list of Appeal Officers, the parties shall meet to select the Appeal Officer. The parties shall alternately strike one name from the list of Appeal Officers (the right to strike the first name to be determined by lot) until one name remains, and that person shall be the Appeal Officer. . .

d. Representation and Employee Appearance at Appeal Hearing. The employee is entitled to be represented by counsel or other representative at the appeal hearing. However, an

employee who requests an appeal hearing must be present during the appeal hearing. Failure to be present shall constitute a waiver of the employee's right to an appeal. Waiver will not occur if the employee can demonstrate good cause for his/her failure to be present within three (3) working days from the date the employee fails to appear.

e. Conduct of Appeal Hearing. The proceedings before the Appeal Officer shall be conducted as follows:

(i) All parties shall have the following rights:

1. To call and examine witnesses;
2. To introduce evidence;
3. To cross examine opposing witnesses on any matter relevant to the issue, even if the matter is not covered in the direct examination;
4. To impeach any witness regardless of which party first called him/her to testify;
5. To rebut the evidence against them; and
6. To present oral and written arguments

(ii) The City shall have the burden of proof at the appeal hearing and shall be required to prove the charges against the employee by a preponderance of the evidence.

(iii) The party imposing discipline shall be permitted to make an opening statement.

(iv) The appealing party shall then be permitted to make an opening statement.

(v) The party appealing from such disciplinary action may then open the appealing party's defense and offer evidence in support of the appealing party's position; the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted.

(vi) The parties may then, in order, respectively offer rebutting evidence only, unless the Appeal Officer for good reason, permits them to offer evidence upon their original case

(vii) Closing arguments shall be permitted at the discretion of the Appeal Officer; and Written briefs may be permitted at any point in the proceedings at the discretion of the Appeal Officer.

(viii) The appeal hearing shall not be conducted in accordance with the technical rules relating to evidence and witnesses, but shall be conducted in a manner most conducive to the determination of the truth. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper admission of such evidence over objection in a court of law. The Appeal Officer's decision shall not be invalided by any informality in the proceedings.

(ix) Hearsay evidence may be used for the purpose of explaining any direct evidence but shall not be sufficient in and of itself to support a finding, unless it would be admissible over objections in civil actions.

(x) The Appeal Officer shall not take testimony from one (1) party outside the presence of the other.

(xi) The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.

(xii) Irrelevant evidence and unduly repetitious evidence shall be excluded.

(xiii) The Appeal Officer shall determine the relevancy, weight, and credibility of testimony and evidence.

(xiv) The Appeal Officer shall have the power to exclude any witnesses.

f. Appeal Officer's Decision. Within thirty (30) days after the close of the hearing, a written statement of decision, containing findings of fact, shall be issued by the Appeal Officer. The Appeal Officer shall have the authority to recommend affirming, revoking, or reducing the Disciplinary Action imposed against the employee. The Appeal Officer may not provide for discipline more stringent that than that imposed by the City. The Appeal Officer shall present their advisory opinion to the City Manager, the City Manager shall have an additional fifteen (15) days to consider the advisory opinion and any written objections to the advisory opinion filed by the parties before the City Manager must issue a final decision. The parties shall have seven (7) days from the date the advisory opinion is issued to file written objections with the City Manager.

The City Manager's decision constitutes a final and binding resolution of any Disciplinary Action, and no further appeal shall be permitted within the City's administrative process. A copy of the City Manager's final decision shall be provided to the employee.

In cases where the City Manager was the Disciplining Authority, The Appeal shall provide advisory decision to the City Council, who will then make their final decision to ratify or modify the Appeal Officer's decision at their next regularly scheduled City Council meeting. City Council's decision shall be final and binding on the parties.

Notwithstanding the above, the Appeal Officer shall not have binding authority to add, modify, or subtract from the Personnel Policies and Procedures Manual, or any resolutions, ordinances, or policies adopted by the City. Further, the Appeal Officer shall not have the authority or power to render a binding decision that requires the City to expend additional funds, to hire additional personnel, to buy additional equipment or supplies, or to pay wages or benefits not specifically provided for in the Personnel Rules, or any resolutions, ordinances, or policies adopted by the City. The Appeal Officer shall not have the authority to require the City to perform any other action that would violate state or federal laws.

SECTION 5.8 PLACEMENT ON PAID ADMINISTRATIVE LEAVE PENDING DETERMINATION OF DISCIPLINARY ACTION

An employee may be placed on an Administrative Leave with Pay to allow the City time to investigate potential allegations of misconduct, while the Disciplinary Action is in process, or when the City Manager determines that it is in the best interest of the City. The employee must be available by telephone during his/her normal working hours and able to report to the City within sixty (60) minutes if directed to do so. The employee may also be required to provide an email address that may be used for written communications. When an employee is placed on Administrative Leave with Pay during an investigation, the City may direct him/her to not discuss

the alleged violation or the Disciplinary Action with anyone, except a representative of his/her choice. Failure to remain available as provided in this section will be a separate and independent ground for Disciplinary Action, unless the employee has requested and received authorization to use vacation, sick, or other leave time for the time in question. This section is not intended to prevent the employee from communicating with his/her representative of choice, including legal counsel.

SECTION 5.9 TIME EXTENSIONS

Any time limitations or requirements as set forth under this Chapter may be extended or changed by mutual written agreement of the parties.

SECTION 5.10 DELIVERY OF NOTICES

When notice is required under this Chapter, the notice shall be given to the affected employee either by delivery of the notice to the employee in person; or if the employee is not available for personal delivery, by sending by overnight delivery, or by placing the notice in the United States mail, first Class, postage paid, and by Certified Mail, return receipt requested, in an envelope addressed to the employee's last known home address. It shall be the responsibility of the employee to inform the City, in writing, of his/her current home address and of any change in such address, and the information so provided shall constitute the employee's "last known home address". Such personal delivery or mailing shall be presumed to provide actual notice to the employee.

SECTION 5.11 DISCIPLINARY RECORDS

Original copies of all written records pertaining to disciplinary actions shall be maintained in the employee's confidential personnel file.

CHAPTER 6 – EMPLOYEE SAFETY

SECTION 6.1 DRUG- AND ALCOHOL-FREE WORKPLACE

It is the policy of the City to maintain a workplace that is free from the effects of alcohol and drugs. The City's policy on a drug and alcohol-free workplace is set forth in a separate administrative policy.

SECTION 6.2 EMPLOYEE SAFETY

6.2.1 General Safety

Employee safety is of utmost concern and each employee is expected to exercise safe work practices for his/her own benefit and the benefit and welfare of his/her co-workers. The City's Injury and Illness Prevention Program provides more specific information regarding workplace safety. Each employee is responsible for reviewing and complying with the Injury and Illness Prevention Program.

6.2.2 Entering and Leaving the Premises

At the time of hire, employees will be advised about the proper entrances and exits for employees, as well as unauthorized areas, if any. Employees should not be in City work areas except for their regularly scheduled or overtime shifts or attendance at a City authorized meeting. For insurance purposes, unescorted or unauthorized visitors in our facilities is prohibited. If an employee is expecting visitors, such as clients, customers or friends, the employee should notify his/her supervisor. Certain employees are authorized to arm and disarm the building alarms, and they will be given instruction on the alarms and codes. Employees are expected to abide by these rules at all times. Failure to do so may lead to disciplinary action, including and up to termination of employment.

6.2.3 Security Checks – Packages/Parcels

The City may exercise its right to inspect all packages and parcels entering and leaving our premises.

6.2.4 Parking Lot

Employees are encouraged to use the parking areas designated for our employees. Please keep in mind that the parking spaces adjacent to or in front of our building(s) are for customers and visitors only. Employees are reminded to lock their car every day and park within the specified areas.

Courtesy and common sense in the parking lot will help eliminate accidents, personal injuries, and damage to employee vehicles. **Remember that the area around all buildings, especially the City's administration building, has a great deal of pedestrian walking activity - please maintain a safe driving speed at all times.** If an employee should damage another car while parking or leaving, he/she must immediately report the incident, along with the license numbers of both vehicles and any other pertinent information he/she may have, to his/her supervisor.

The City cannot be and is not responsible for any loss, theft or damage to an employee's vehicle or any of its contents.

6.2.5 Security

Maintaining the security of City buildings and vehicles is every employee's responsibility. Develop habits that ensure security as a matter of course. For example:

- Always keep cash properly secured. If you are aware that cash is insecurely stored, immediately inform the person responsible.
- Know the location of all alarms and fire extinguishers and familiarize yourself with the proper procedure for using them, should the need arise.
- Note and promptly report suspicious circumstances or persons about the premises.

CHAPTER 7 – SEPARATION FROM EMPLOYMENT AND FURLOUGH

SECTION 7.1 RESIGNATION/RETIREMENT

An employee wishing to resign is asked to submit a written notice two weeks prior to leaving. The notice should include the reasons for resignation and the effective date. The last day of employment shall not fall on a paid holiday. Employees contemplating retirement should contact Human Resources and Risk Management at least 90 days prior to their anticipated retirement date. Employees will not be considered as "retired" from the City for purposes of any terms or conditions for City "retirees" unless the employee resigns from City service and also retires with CalPERS in accordance with applicable statutes, rules, and regulations.

Prior to leaving, the Human Resources and Risk Management Director, will arrange an exit interview to collect issued items, where the employee will be expected to return all City property, including keys to City facilities or work areas, uniforms, equipment and the City Employee Identification Card.

SECTION 7.2 LAYOFF

7.2.1 General Policy

Whenever, in the judgment of the City Manager, and subject to City Council approval by resolution, it becomes necessary to abolish any position or employment, the employee holding such position or employment may be laid off without disciplinary action and without the right of appeal. The City Manager will determine the class and number of positions to be affected, and the layoff date. Action under this section may be taken for any of the following reasons:

a. Lack of Work;

b. Budgetary Reasons;

c. Elimination of Programs;

d. Elimination of Services; or

e. Any other legitimate reason as determined by the City Manager

7.2.2 Order of Layoff

In each class of positions, employees will be laid off according to employment status in the following order: temporary, part-time, probationary, then regular. Temporary, part-time, and probationary employees will be laid off according to the needs of the service as determined by the City Manager. In cases where there are two or more regular employees in the class from which the layoff is to be made, such employees will be laid off on the basis of the most recent performance evaluation, with the employee with the least satisfactory performance being laid off first. In cases where their most recent performance evaluations are equal, the employee with less seniority will be laid off first. For purposes of layoff, "seniority" is defined as total time employed by the City from the employee's date of hire to present.

7.2.3 Vacancy and Demotion

Except as otherwise provided, whenever there is a layoff, the City Manager may, but is not required to, first demote an employee identified for lay-off to a vacancy, if any, within the department in a lower class for which the employee is qualified. Secondly, employees may request to demote to a vacant position within the organization. An employee who is offered a demotion has the right to refuse the demotion without losing his/her right to be placed on a reemployment list.

7.2.4 Recall List

The name of every regular employee who is laid off, transferred, or demoted to a classification in the same department for longer than one (1) pay period due to layoff, shall be placed on the Recall List maintained by Human Resources and Risk Management.

Vacancies to be filled within a department shall be offered, first in order of performance, to individuals named on the Recall List who at the time of the layoff, held a position in the same regular full time job classification or in the same regular part time job classification within the department as the vacancy to be filled. Individual names may be removed from the Recall List by the Human Resources and Risk Management representative, for any of the following reasons:

a. The expiration of one (1) year from the date of placement on the List.

b. Reemployment with the City in a regular full-time position in a department other than that from which the employee was laid off.

c. Failure to respond within fourteen (14) calendar days of mailing of a certified letter regarding availability for employment.

d. Failure to report to work within fourteen (14) calendar days of mailing of a certified letter containing a notice of reinstatement to a position absent mitigating circumstances.

e. Request in writing to the City Manager to be removed from the List.

7.2.5 Status on Re-employment

A regular employee who has been laid off and is reemployed in a regular position within one (1) year from the date of his/her layoff or termination shall be entitled to:

a. Restoration of seniority accrued prior to and during layoff.

b. Credit for all service prior to layoff for the purpose of determining the rate of accrual of vacation leave.

c. Placement in the salary range at the same job classification in the same department from which he/she was laid off.

SECTION 7.3 ABANDONMENT OF EMPLOYMENT

7.3.1 Determination and Notification

When an employee has been absent without authorization from work for more than three workdays, and in the opinion of the Department Head the employee has abandoned his/her position, the Department Head shall notify the City Manager. The City Manager, or designee, shall notify the employee that the City has determined he/she has abandoned his/her position and that the employee has four working days upon receipt of the notice to contact the City regarding his/her intent to return to work. The notice shall also advise the employee that failure to contact the City within the four-day period shall be deemed an automatic resignation effective on the fifth day. Such notice shall be in writing and sent by regular U.S. mail, via overnight delivery, certified mail, or personal service to the last address listed in the employee's personnel records.

7.3.2 Employee's Response

Where an employee fails to respond within four working days to the notice of abandonment of position, the employee may be considered to have abandoned his/her position of employment with the City. Abandonment of position shall constitute an automatic resignation from the City service.

If the employee contacts the City within the four-day period, the employee may avoid automatic resignation as provided in this section, however, the employee may still be subject to disciplinary action.

7.3.3 Circumstances When Abandonment Occurs

Abandonment of position may include, but is not limited to:

a. Where an employee fails to return to his/her employment upon conclusion of any authorized leave of absence;

b. Where an employee fails to properly notify by telephone, verbally, or in writing his/her immediate Supervisor of absence due to sickness or injury, except as otherwise required by law; or

c. Where an employee fails to appear for work without notification or express agreement between the Supervisor and the employee as to the use of any leave time set forth under the City's personnel policies, except as otherwise required by law.

SECTION 7.4 FURLOUGH AND REDUCTION OF HOURS

7.4.1 Determination and Notification

The City may implement a furlough or temporary reduction of scheduled hours whenever, in the judgment of the City Council, it becomes necessary to take such actions. The City Manager will consult with affected Department Heads to determine the number of affected employees and will notify affected employees in writing of their selection for furlough or temporary reduction of hours. Such written notice will include the start and end date, the resulting reduction in pay, and any other applicable terms and conditions. Affected employees are not entitled to appeal their selection through either disciplinary appeal or grievance procedures. Affected employees may not

use accrued, paid leave time during designated furlough time or to supplement reduced work hours.

7.4.2 Status While on Furlough

Affected employees may not use accrued, paid leave time during designated furlough time or to supplement reduced work hours. Affected employees will be deemed to remain in paid status for purposes of accrual of leave, seniority, and other eligibility for benefits, and will not be considered to have a break in service for purposes of these Rules. Furlough or reduced schedule time will not be considered “hours worked” for purposes of overtime and will not be counted towards completion of probationary periods under these Rules.

APPENDIX A

Executive Classifications

- Assistant City Engineer
- Assistant City Manager
- Assistant Community Services & Recreation Director
- Assistant Finance Director
- Assistant Human Resources & Risk Management Director
- Assistant to the City Manager
- City Clerk
- City Manager
- Community Development Director
- Community Safety & Technology Director
- Community Services & Recreation Director
- Deputy City Manager
- Finance Director / City Treasurer
- Human Resources & Risk Management Director
- Public Works Director / City Engineer

Management Classifications:

- Building Official
- City Planner
- Code Enforcement Manager
- Community Services & Recreation Manager
- Economic Development Manager
- Human Resources & Risk Manager
- Information Technology Manager
- Maintenance & Operations Manager
- Principal Engineer
- Public Information Officer
- Public Works Manager
- Risk Manager

APPENDIX B

Management Classifications:

- Finance Manager
- Purchasing Manager

APPENDIX C:

Non-Management Exempt Classifications:

- Associate Engineer
- Associate Planner
- Landscape & Facilities Superintendent
- Principal Accountant
- Principal Management Analyst
- Principal Planner
- Public Works Superintendent
- Purchasing Supervisor
- Senior Communications Officer
- Senior Engineer
- Senior Environmental Compliance Analyst
- Senior Human Resources & Risk Management Analyst
- Senior Information Technology Business Systems Analyst
- Senior Management Analyst
- Senior Planner

ACKNOWLEDGEMENT OF RECEIPT

Each employee shall verify that he/she has been given a copy of this manual. The acknowledgement shall be dated and signed by the employee and the original maintained in the employee's personnel file.

I have been given a copy of the City of Eastvale's ("City") Personnel Policies and Procedures Manual ("Manual"). This Manual applies to all employees of the City and to others as indicated.

I understand that it is my responsibility to read the Manual and to comply with its provisions. I also understand as a City employee, I must maintain my City badge on my person at all times while performing City business.

I further understand that the Manual contains important information governing my employment with the City, including regulations and obligations that are expected of me as a City employee. Furthermore, I understand that I am obligated under the California Constitution that I am declared to be a Disaster Service Worker, as outlined in Government Code 3102, and as further defined in this Manual under Section 2.1.i.

I understand that my failure to comply with these policies may result in disciplinary action, up to and including termination. If I have questions concerning these policies, I will bring them to the attention of my supervisor, department head, or Human Resources and Risk Management.

I understand that because it is not possible to anticipate every situation that may arise in the workplace and because laws and programs change, the City reserves the right to modify, supplement, rescind, or revise any provisions of this Manual (other than the employment at-will provisions and provisions compelled by law), at any time as it deems necessary or appropriate in its sole discretion.

I understand that nothing in this Manual is intended to create a contract of employment with the City, or to create an expectation of continued employment for any specified term.

I understand that the original of this acknowledgement of receipt will be placed in my personnel file.

Dated: _____ _____

Signature

_____

Employee's Name

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CITY COUNCIL BUSINESS
Agenda Item No. 13.1
August 12, 2026

Quarterly Economic Development Updates

Prepared By:
Alexander Fung, Deputy City Manager

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

Summary
Placed within the City Manager's Office, the City's Economic Development Team plays a critical role in advancing, elevating, and supporting the City Council's Strategic Plan by stimulating long-term economic vitality, community prosperity, and fiscal resilience. As a core function of local government, the Economic Development Team directly supports the City's ability to fund essential public services, enhance residents' quality of life, and invest in public infrastructure. As a result, the Economic Development Team designs, implements, and supports initiatives focused on business attraction, business retention, community growth, and workforce development.

Additionally, the Economic Development Team leads cross-departmental special projects that address emerging challenges and opportunities, while partnering with other City departments and external partners to leverage resources and secure funding that strengthens public infrastructure and the City's services.

Staff seeks to provide the City Council with an update on key economic development programs, initiatives, and outcomes achieved over the past several months.

Background
The 2025 Eastvale Strategic Plan outlined specific actions for the City's Economic Development Team to support the City Council's goals. Target B of the Strategic Plan specifically highlights the following

actions:

- Goal A: Attract and retain businesses;
- Goal B: Create "Destination Eastvale;"
- Goal C: Develop branding for Eastvale;
- Goal D: Develop strategies for business retention, business support, and business reward;
- Goal E: Implement strategies to retain local talent;
- Goal F: Reinvest in and revitalize existing shopping centers;
- Goal G: Streamline the development process; and
- Goal H: Prioritize City beautification in order to increase business attraction.

Additionally, the Economic Development Team works to support other economic development-related goals in the City's Strategic Plan, including:

Target	Goal	Description
A	D	Increase law enforcement involvement with the community
C	H	Evaluate connections between economic development and financial planning
C	I	Leverage grant funding
D	B	Develop strategies for art in public places
D	C	Expand modes of communication beyond social media
E	A	Develop and construct Civic Center
F	H	Invest in technology improvements to enhance customer service

Analysis

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

Community Outreach and Engagement

The Economic Development Team embraces the importance of engaging with community members and actively partners with the Communications Team to share relevant economic development news with local residents and businesses. Information is shared via the City's social media platforms, newsletters, podcast episodes, and website. The City's economic development webpage, which can be found at https://www.eastvaleca.gov/business, includes various resources for business owners and individuals who are interested in starting businesses in Eastvale.

Together, the Communications and Economic Development Team launched the "Supporting Businesses through Construction" Program to help businesses remain visible, accessible, and connected during construction impacts. Through City-approved temporary signage, window decals, and ready-to-use social media resources, the program provides no-cost support to eligible businesses while reinforcing Eastvale's commitment to being business-friendly.

Additionally, staff continues to operate quarterly broker and developer newsletters directed at sharing the City's available commercial spaces in detail. This newsletter is shared with the Inland Empire's commercial brokers and agents to generate additional awareness about the City's vacant spaces.

Staff recently participated in the City's FourthFest to check-in with participating businesses and engage with local residents. City events often create low-barrier and informal opportunities to engage with local and regional businesses that may not otherwise interact with city staff. Vendors are often more open to conversation in these settings, allowing staff to build relationships and understand real-time insight into local business environments. At times, these vendors serve as possible candidates for brick-and-mortar expansion in the community.

Film Program

The Economic Development Team is updating the City's Film Ordinance and formally establishing the City's first Film Program to position Eastvale as a competitive and film-friendly location for production activities. Productions can significantly enhance the City's visibility and reputation while generating economic benefits such as job creation, tourism, and increased spending. According to the Inland Empire Film Commission, production companies typically invest in local hotels, catering services, equipment rentals, and retail businesses. This effort demonstrates the City's commitment to supporting the film industry and streamlining the production process. Staff recently presented the draft Film Ordinance, draft Film Policy, and draft Film Application for the City Council's Business and Development Success Ad-Hoc Committee for review in June 2026. The full package is anticipated to be shared with the City Council for consideration next month.

Grants

The Economic Development Team manages and coordinates several grant-related initiatives to leverage available grant opportunities. In particular, the Economic Development Team manages the City's Community Development Block Grant (CDBG) and efforts to obtain specific federal and state grants.

Staff recently submitted a $9,500,000 grant application to the CAL FIRE Wildfire Prevention Grants Program seeking funding to clear hazardous fuels in the Santa Ana Riverbed. Additionally, the House Appropriations Committee is reviewing Congresswoman Norma Torres' requests of awarding up to $433,621 to the City to retrofit one of its fire engines and up to $650,718.75 for the City to further the hazardous fuels reduction activities within the Santa Ana Rivered.

I-15 Economic Development Collaborative

In 2024, the City of Eastvale led the formation of the I-15 Economic Development Collaborative with the Cities of Corona, Eastvale, Fontana, Jurupa Valley, Norco, Ontario, and Rancho Cucamonga to leverage resources in preparation for the 2028 Los Angeles Summer Olympics (LA28).

In June 2026, Eastvale hosted and participated in the first I-15 Corridor City Management and Economic Development Summit. The inaugural I-15 Summit marked an important step toward regional collaboration among Inland Empire communities. By bringing together city managers, economic development leaders, airport officials, and regional partners, the Summit established a platform for coordinating strategies related to business attraction, economic growth, and opportunities associated with LA28. The event underscored a shared commitment to strategizing beyond jurisdictional boundaries and advancing initiatives such as collaborative marketing, streamlined permitting, cultural placemaking, and regional fan experiences that can strengthen the economic competitiveness of the entire I-15 Corridor.

ICSC and Real Estate Conference

As part of the Economic Development Division's business attraction strategy, staff attends International Council of Shopping Centers' (ICSC) conferences to build and maintain relationships with business representatives.

In May 2026, Eastvale participated in ICSC Las Vegas, the world's largest retail real estate conference, to advance the City's business attraction and economic development objectives. Attending City Councilmembers and staff conducted numerous meetings with national retailers, restaurant operators, developers, brokers, and commercial real estate professionals to promote Eastvale's market strengths, available development opportunities, and highly educated consumer base.

The conference provided an opportunity to strengthen existing industry relationships, identify prospective tenants for key commercial corridors, and position Eastvale for future investment by showcasing the City's strong demographics, growing retail market, and business-friendly environment. Participation in ICSC remains an important component of Eastvale's ongoing strategy to attract quality retail, dining, and entertainment uses that enhance amenities for residents and expand the City's economic base.

LA28 Involvements

Over the past several months, Eastvale has continued to advance its LA28 Olympic and Paralympic engagement efforts through ongoing discussions with South Korean sports organizations regarding potential training camp opportunities and international partnerships. The City hosted a return visit from representatives of the Korean Sport & Olympic Committee (KSOC) on May 18, 2026 and hosted a first visit from the Korean Paralympic Committee (KPC) on July 1, 2026.

These visits showcased Eastvale's sports facilities, hospitality assets, and community amenities as part of the City's strategy to position the community as a desirable training destination ahead of LA28. These efforts have strengthened Eastvale's international relationships, increased the City's visibility on the global stage, and created opportunities to generate future economic activity, tourism, and regional recognition.

Independent ZIP Code Advocacy

Over the past several months, Eastvale has continued to lead a nationwide effort to secure an independent ZIP Code by expanding the National ZIP Code Advocacy Coalition, engaging federal legislators, and advancing legislative and administrative solutions to address longstanding ZIP code boundary issues affecting residents and businesses.

The City achieved a significant milestone when the State of California adopted a resolution, known as Senate Joint Resolution (SJR) 11, supporting Eastvale's ZIP code initiative, further elevating awareness of the challenges caused by the community's shared ZIP codes, including impacts on sales tax reporting, business visibility, public safety, service delivery, and community identity. Through coalition-building, ongoing advocacy in Washington, D.C., and coordination with regional, state, and federal partners, Eastvale has strengthened national support for ZIP code reform while continuing to position itself as a leading voice on this issue.

Additionally, the City is expanding partnerships with cities from the National ZIP Code Advocacy Coalition to submit letters to the Senate Homeland Security and Governmental Affairs Committee

(HSGAC) urging the passage of the City's ZIP code bills, including H.R. 672 (Diaz-Balart), S. 1455 (Scott), and S. 4505 (Ernst). Should any one of these three bills be signed into law, Eastvale will be granted a new and independent ZIP code.

Furthermore, staff periodically follows up with Eastvale businesses that are incorrectly listing their city names on their websites and publications to encourage correction. An educational campaign is underway to encourage and remind businesses to charge customers Eastvale's appropriate sales tax rate of 7.75%. Periodically, residents report that businesses may be incorrectly charging Corona's sales tax rate in Eastvale due to the City's shared ZIP code with Corona.

Shopping Center Success Roundtable

The City holds periodic roundtable meetings with property managers and lessors to foster collaboration and mutual support. Meetings are structured to allow staff to share updates on major City initiatives and discuss shared challenges and opportunities. This platform serves as a relationship-building space for the City to proactively address challenges and strength Eastvale's commercial centers to boost economic growth. The most recent meeting was held on June 23, 2026.

Staybridge Suites Partnership

Over the past few months, staff facilitated a site visit and tour of the Staybridge Suites hotel for representatives associated with international tour agents and airline representatives. The tour showcased Eastvale's lodging accommodations, amenities, and proximity to regional transportation and training facilities, demonstrating the City's ability to support the housing and logistical needs of visitors and businesses.

The visit provided an opportunity for staff, hotel representatives, and tour attendees to discuss potential accommodation and partnership opportunities while reinforcing Eastvale's commitment to position itself as a welcoming and business-friendly community.

Environmental

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

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

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

Fiscal Impact

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

Prior City Council/Commission Action

The City Council receives quarterly economic development updates during City Council meetings. The Planning Commission and the Public Safety Commission also receive periodic updates from the Economic Development Team. The previous update provided to the City Council was on May 13, 2026.

Attachment(s)

Not Applicable.