



CITY OF EASTVALE

REGULAR CITY COUNCIL MEETING AGENDA

**Eastvale City Hall Council Chambers
12363 Limonite Avenue, Suite 900, Eastvale, CA 91752
Regular City Council Meeting: 6:30 PM
Wednesday, February 11, 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, Government Services Director/City Clerk

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

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

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

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

1. CALL TO ORDER

2. ROLL CALL

3. CLOSED SESSION PUBLIC COMMENT

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

4. CLOSED SESSION ITEM(S)

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. Introduction of Deputy Cameron Alvarez and Community Services Officer Genesis Oliver

8.2. Introduction of Fire Chief Robert Fish

8.3. Cal Fire Lifesaving Recognition

8.4. Black History Month Proclamation

9. AGENCY PARTNER UPDATES

10. PUBLIC COMMENT

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

11. CONSENT CALENDAR

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

11.1. City Council Meeting Minutes

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

RECOMMENDED ACTION(S):

Staff recommends that the City Council approve City Council/Eastvale Public Financing Authority Meeting minutes from the regular meeting on January 28, 2026.

11.2. Approval of Professional Services Agreement with California Culture Festival, LLC for Vendor Sales and Operations Services

Submitted by: Amanda Argomaniz, Management Assistant

RECOMMENDED ACTION(S):

Staff recommends that the City Council authorize the City Manager to enter into an agreement with California Cultural Festivals, LLC for the management of retail and food vendor operations during the Eastvale Lantern Festival, at no direct cost to the City, for a term of one year, subject to the terms and conditions as outlined in the agreement.

11.3. Approval of Payment for the Annual Permit Fees to State Water Resources Control Board for Fiscal Year 2025/2026.

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

RECOMMENDED ACTION(S):

Staff recommends that the City Council approve payment to State Water Resources Control Board for Fiscal Year 2025/2026 Annual Permit.

11.4. Accounts Payable and Purchasing Management Software Professional Services Agreement with Concur Technologies, Inc.

Submitted by: Karla Lopez, Purchasing Manager

RECOMMENDED ACTION(S):

Staff recommends that the City Council:

1. Approve a Software Services Agreement renewal with Concur Technologies, Inc. for accounts payable and purchasing management software and related professional services for a three-year term expiring on March 31, 2029, with the option to renew annually for two additional one-year terms, in an amount not to exceed \$35,000 per fiscal year; and
2. Authorize the City Manager to execute the Agreement.

11.5. PLN25-20068 Goodman Commerce Center at Eastvale Specific Plan Amendment (Second Reading)

Submitted by: Allen Lim, Senior Planner

RECOMMENDED ACTION(S):

Staff recommends that the City Council adopt the proposed ordinance entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA AMENDING CHAPTER 2 AND APPENDIX B OF THE GOODMAN COMMERCE CENTER AT EASTVALE SPECIFIC PLAN COVERING APPROXIMATELY 205 ACRES OF THE REAL PROPERTIES LOCATED GENERALLY NORTH OF BELLEGRAVE AVENUE, SOUTH OF CANTU-GALLEANO RANCH ROAD, EAST OF HAMNER AVENUE, AND WEST OF I-15, BORDERED BY THE CITY OF ONTARIO TO THE WEST

11.6. Designation of Banking Signatories for Citizens Business Bank

Submitted by: Amanda Wells, Finance Director/City Treasurer

RECOMMENDED ACTION(S):

Staff recommends that the City Council adopt a resolution designating banking signatories with Citizens Business Bank.

11.7. Construction Contract Award to Onyx Paving Company Inc. for 2025 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, the lowest responsive, responsible bidder, in accordance with unit bid prices in the amount of \$2,194,000 plus 20% contingency of \$438,800 for the not-to-exceed total of \$2,632,800 for the 2025 Annual Asphalt Concrete Overlay Project; and
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.

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. **Fiscal Year 2025-26 Mid-Year Budget Review**

Submitted by: Amanda Wells, Finance Director/City Treasurer

RECOMMENDED ACTION(S):

Staff recommends that the City Council:

1. Approve and Adopt a Resolution approving Mid-Year Budget Appropriations and Amending the 2025-26 Fiscal Year Capital Improvement Plan and Budget; and
2. Authorize the City Manager to execute all documents and take all actions necessary to implement the above approvals.

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, February 25, 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/EASTVALE PUBLIC FINANCING AUTHORITY MEETING

Wednesday, January 28, 2026

Regular Meeting: 6:30 PM

City Hall Council Chambers

12363 Limonite Avenue, Suite 900

Eastvale, CA 91752

1. CALL TO ORDER

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

2. ROLL CALL

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

Absent: Councilmember Rigby.

City Staff

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

3. CLOSED SESSION PUBLIC COMMENT – None

4. CLOSED SESSION ITEMS – None

5. INVOCATION

Pastor Matt Miles from Hillcrest Baptist Church offered the invocation.

6. PLEDGE OF ALLEGIANCE

Councilmember McMinn led the Pledge of Allegiance.

7. ADDITIONS/REVISIONS

City staff requested to add item 8.3 – Proclamation for National School Counseling Week and to revise item 8.2 to include the Introduction of New Volunteers.

On motion of Councilmember Dinco and second by Mayor Pro Tem Lorimore, the City Council voted unanimously to add item 8.3 – Proclamation for National School Counseling Week and to revise item 8.2 to include the Introduction of New Volunteers.

8. PRESENTATIONS/ANNOUNCEMENTS

8.1 ERHS Band Recognitions

The City Council presented certificates to the ERHS Band.

8.2 City of Eastvale Volunteer Program Recognitions and Introduction of New Volunteers

Certificates were presented to volunteers and new volunteers were introduced.

8.3 Proclamation for National School Counseling Week

A proclamation was presented to Counselors from Dr. Augustine Ramirez Intermediate School.

9. AGENCY PARTNER UPDATES – None

10. PUBLIC COMMENT

The following individual provided public comment:

- Tasneem Rizvi (via e-mail)

11. CONSENT CALENDAR

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

11.1 City Council Meeting Minutes

The City Council approved the meeting minutes from the regular meeting on January 14, 2026.

11.2 Planning Division Update

The City Council received and filed the Planning Division Update.

11.3 Public Works Department Update

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

11.4 Treasurer’s Report: December 2025

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

11.5 City of Eastvale Crime Statistics – November 2025

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

11.6 PLN25-20076 – Amendment to Section 120.04.010 of the Eastvale Municipal Code as it Pertains to Accessory Dwelling Units (Second Reading)

The City Council adopted Ordinance 26-01 entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AMENDING SECTION 120.04.010 (ACCESSORY DWELLING UNITS) OF THE EASTVALE MUNICIPAL CODE.

12. PUBLIC HEARINGS

12.1 PLN 25-20068 Goodman Commerce Center at Eastvale Specific Plan Amendment

Senior Planner Lim presented the item and answered related questions.

Mayor Yow opened the public hearing. Hearing no response, Mayor Yow closed the public hearing.

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

1. Determine that the proposed Specific Plan Amendment is consistent with the Environmental Impact Report (EIR) prepared for the Goodman Commerce Center at Eastvale Specific Plan (SCH No. 2011111012), and that all impacts were adequately analyzed pursuant to the applicable legal standards in the previously adopted EIR and subsequent addenda, in accordance with the California Environmental Quality Act (“CEQA”) pursuant to Section 15162 of the State of California Guidelines for Implementation of CEQA; and
2. Introduce Ordinance 26-02, entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AMENDING CHAPTER 2 AND APPENDIX B OF THE GOODMAN COMMERCE CENTER AT EASTVALE SPECIFIC PLAN COVERING APPROXIMATELY 205 ACRES OF THE REAL PROPERTIES LOCATED GENERALLY NORTH OF BELLEGRAVE AVENUE, SOUTH OF CANTU-GALLEANO RANCH ROAD, EAST OF HAMNER AVENUE, AND WEST OF I-15, BORDERED BY THE CITY OF ONTARIO TO THE WEST.

13. CITY COUNCIL/EASTVALE PUBLIC FINANCING AUTHORITY BUSINESS

13.1 Annual Comprehensive Financial Report (ACFR) and Related Letters and Reports for the Fiscal Year Ended June 30, 2025

Finance Director/City Treasurer Wells 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 Mayor Pro Tem Lorimore, the City Council voted unanimously to receive and file the Annual Comprehensive Financial Report and accompanying letters and reports for the fiscal year ended June 30, 2025.

13.2 Presentation of Proposed Center for Entrepreneurship – Norco College @ Eastvale

Representatives from Norco College 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 feedback.

14. CITY MANAGER/CITY STAFF REPORT

City Manager Orme provided an update on upcoming City events.

15. CITY COUNCIL COMMUNICATIONS/COMMITTEE REPORTS

15.1 League of California Cities

Mayor Pro Tem Lorimore provided a report.

15.2 Southern California Association of Governments

No report was provided.

15.3 Western Riverside Council of Governments

No report was provided.

15.4 Riverside Transit Agency

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

Mayor Pro Tem Lorimore provided a report.

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

Councilmember McMinn provided a report.

15.10 Business and Development Success Ad-Hoc Committee

No report was provided.

15.11 Eastvale Legislative Ad-Hoc Committee

No report was provided.

15.12 Eastvale Community Services Ad-Hoc Committee

No report was provided.

15.13 City Council Communications

The City Council provided comments.

ADJOURNMENT – Mayor Yow adjourned the regular meeting at 8:18 P.M. The next regular meeting of the Eastvale City Council is scheduled for Wednesday, February 11, 2026, at 6:30 P.M.

Marc A. Donohue, MMC
City Clerk



AGENDA STAFF REPORT

City Council Meeting

CONSENT CALENDAR

Agenda Item No. 11.2

February 11, 2026

Approval of Professional Services Agreement with California Culture Festival, LLC for Vendor Sales and Operations Services

Prepared By:

Amanda Argomaniz, Management Assistant

Recommended Action(s)

Staff recommends that the City Council authorize the City Manager to enter into an agreement with California Cultural Festivals, LLC for the management of retail and food vendor operations during the Eastvale Lantern Festival, at no direct cost to the City, for a term of one year, subject to the terms and conditions as outlined in the agreement.

Summary

The Community Services and Recreation Department is responsible for the planning and implementing all City community events. The City needs certain technical and support services to advance and meet the recreation goals and policies of the City Council that are outlined in the City's Strategic Plan. City staff seeks approval of a professional services agreement with California Culture Festival, LLC, a vendor management company, to oversee vendor operations for the annual Lantern Festival to be held on February 21-22, 2026. Due to the scale of the weekend-long event, managing vendor logistics (including permitting, compliance with health and safety regulations, space allocation, marketing and coordination) has become a complex task requiring specialized expertise. A professional vendor management company helps streamline operations, improve vendor relations, and enhance the overall festival experience for attendees.

City staff has reviewed the contractor's proposal and recommends approval based on their demonstrated expertise and experience; ability and competence of the contractor to perform the work within logistical deadlines; familiarity and ability to abide with required health and fire safety codes; and capacity of their staff to provide necessary guidance to efficiently manage provided services.

Background

The City annually hosts several large-scale community events related to the Strategic Plan that focuses on providing cultural and diverse events to our community. All of these events require various professional and non-professional services to complement the experience and expertise of City staff, partner agencies, and dedicated volunteers. The intent of this professional services agreement listing is to secure the necessary support to recruit, process, and manage a large array of retail and food vendors taking part in the City's weekend-long community events.

Environmental

Approval of the agreements is not a project subject to review under the California Environmental Quality Act.

Strategic Plan Action - Priority Level: 3 | Target #: N/A | Goal #: N/A

Collaborate to provide cultural, diverse events and celebrations (including cuisine).

Fiscal Impact

Approval of this contract will have no fiscal impact on the City's budget. California Culture Festival, LLC will be responsible for collecting and retaining vendor booth fees to cover the costs associated with managing vendor operations for the Lantern Festival. As a result, the City will not incur any direct expenses related to vendor coordination, permitting, or logistical support.

Prior City Council/Commission Action

On June 25, 2025, City Council approved and adopted the 2025-26 Fiscal Budget and appropriated \$896,500 for the continued development and implementation of community events and celebrations.

Attachment(s)

[Attachment 1 - California Culture Festival Agreement](#)

**AGREEMENT FOR VENDOR SALES AND OPERATIONS SERVICES
BETWEEN
THE CITY OF EASTVALE, CALIFORNIA
AND
CALIFORNIA CULTURE FESTIVAL, LLC**

This Agreement for Services (“Agreement”) is entered into as of this 11th day of February, 2026 (“Effective Date”) by and between the City of Eastvale, a municipal corporation (“City”) organized under the laws of the State of California, and California Culture Festival LLC, a California limited liability company with its principal place of business in Fontana, California (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has sought, by direct negotiation, the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Contractor, following submission of a proposal, for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the City to perform those services.

C. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

SECTION 1. TERM OF AGREEMENT.

The Term of this Agreement is for one (1) year commencing on the Effective Date (“Term”) unless earlier terminated as provided in Section 20 “Termination of Agreement”. Contractor shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines.

SECTION 2. SCOPE OF SERVICES.

Contractor agrees to perform the services set forth in Contractor’s Proposal, attached hereto as Exhibit “A” “Scope of Services” (hereinafter, the “Services”) and made a part of this Agreement by this reference. The Services shall be completed pursuant to the schedule specified in Exhibit “A.” Should the Services not be completed pursuant to that schedule, the Contractor shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Contractor to continue performing the Services. Only

the portions of Contractor's Proposal which describe the Services to be provided and the compensation for such Services shall be incorporated into this Agreement. Other information, terms and conditions contained in the Proposal are not incorporated into this Agreement shall be of no force or effect. If there is any conflict between the body of this Agreement and the Contractor's Proposal, the body of this Agreement shall govern.

SECTION 3. ADDITIONAL SERVICES.

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

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, Contractor will be compensated for the Services rendered by charging the vendor booth fees specified in Exhibit "A" to vendors participating in the Event (as defined in Exhibit "A"), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement.

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

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Contractor's work under this

Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Contractor's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

SECTION 6. OWNERSHIP OF MATERIALS; EXCEPTIONS; WARRANTY.

(a) Documents and Data. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement ("Materials") shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to City all such Materials. .

(b) If and to the extent that City utilizes for any purpose not related to this Agreement any Materials prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement, Contractor's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the Materials.

(c) All final work product developed by Contractor in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to City all such final work product if paid for by the City. This provision specifically excludes Contractors' work notes and drafts, which are owned by Contractor, not City.

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

SECTION 7. CONTRACTOR'S BOOKS AND RECORDS.

(a) Contractor shall maintain any and all documents and records demonstrating or relating to Contractor's performance of the Services. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to the Services, including expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Contractor pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures. In accordance with California Government Code Section 8546.7, if the total compensation in Section 4 exceeds ten thousand dollars (\$10,000.00), this Agreement and the Contractor's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Contractor's business, City may, by written request, require that custody of such documents or records be given to the City. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

SECTION 8. INDEPENDENT CONTRACTOR.

(a) Contractor is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Contractor shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise.

(b) The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Contractor or any of Contractor's personnel. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's personnel are in any manner officials, officers, or employees of City.

(c) Neither Contractor, nor any of Contractor's personnel shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor, its officers, employees, agents or subcontractors, may have to any such rights. Contractor's indemnity obligations in Section 16 "Indemnification" of this Agreement include the obligation to indemnify the City from and against any liability that may arise related to claims that Contractor, its officers, employees, agents or subcontractors, are entitled to retirement, health care or any other benefits that accrue to City employees. This provision shall survive the expiration or earlier termination of this Agreement.

SECTION 9. STANDARD OF PERFORMANCE.

(a) Contractor represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Contractor under this Agreement. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Proposal" that shall also be applicable to Contractor's work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

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

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

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Contractor shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term of this Agreement. Contractor shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement and such

licenses, permits and approvals shall be maintained throughout the Term of this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Contractor to comply with this section.

SECTION 11. PREVAILING WAGE LAWS

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

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

SECTION 12. NONDISCRIMINATION.

Contractor shall not discriminate, in any way, against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should

Contractor so employ such unauthorized aliens for the performance of the Services, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 14. CONFLICTS OF INTEREST.

(a) Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of the Services. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

(b) City understands and acknowledges that Contractor is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Contractor is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

(c) City understands and acknowledges that Contractor will perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law. Contractor shall not use City's name or insignia, photographs, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall

have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors, be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Contractor shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law or for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

SECTION 16. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor, in the performance of professional services under this Agreement.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

(c) Indemnification from Subcontractors. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

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

SECTION 17. INSURANCE.

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

SECTION 18. ASSIGNMENT.

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

SECTION 19. CONTINUITY OF PERSONNEL.

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

SECTION 20. TERMINATION OF AGREEMENT.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Contractor. In the event such notice is given, Contractor shall cease immediately all work in progress.

(b) If either Contractor or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Contractor, or City may terminate this Agreement immediately upon written notice.

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

SECTION 21. DEFAULT.

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

SECTION 22. EXCUSABLE DELAYS.

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

SECTION 23. COOPERATION BY CITY.

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

SECTION 24. NOTICES.

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

To City: City of Eastvale
Attn: Assistant Director of Community Services & Recreation
12363 Limonite Ave., Suite 910
Eastvale, CA 91752

To Contractor: California Culture Festival
16155 Sierra Lakes Parkway #160-161
Fontana, Ca 92336
Attn: Te (Eric) Lua

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

SECTION 25. AUTHORITY TO EXECUTE.

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

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

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

SECTION 27. BINDING EFFECT.

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

SECTION 28. AMENDMENT.

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

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

SECTION 29. WAIVER.

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

SECTION 30. LAW TO GOVERN; VENUE.

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

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

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

SECTION 32. ENTIRE AGREEMENT.

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

SECTION 33. SEVERABILITY.

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

SECTION 34. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

SECTION 35. ELECTRONIC SIGNATURE.

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

SECTION 36. DATA PROTECTION.

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

CITY OF EASTVALE

Mark Orme
City Manager

ATTEST:

Marc Donohue
City Clerk

APPROVED AS TO FORM

Erica Vega
City Attorney

**CALIFORNIA CULTURE FESTIVAL
LLC**



By: Te (Eric) Luan
Its: Managing Member

EXHIBIT "A"
SCOPE OF SERVICES

California Culture Festival (the "Contractor") will perform Vendor Sales and Operations Agent Services for the City of Eastvale (the "City") as described herein for the Eastvale Lantern Festival, scheduled for February 21, 2026 (11:00 a.m.-8:00 p.m.) and February 22, 2025 (11:00 a.m.-7:00 p.m.) on Scholar Way between Evening Breeze Street and Mustang Way (the "Event").

- Based on Contractor's measurements of the proposed event site, an estimated 100 to 115 vendor booths can be placed on the site, with sufficient clearance at both ends of the street reserved for City related staging and barriers.
- The proposed even site measures approximately 1,600 feet between the intersections of Evening Breeze Street and Mustang Way.
- After allocating 40 feet of clearance at Evening Breeze Street and Mustang Way intersections for City staging, there will be approximately 1,500 linear feet on each side of the street for booths, stage, bouncers, and a beer garden. With 10-foot-deep x 10-foot- wide booth spaces for each vendor, this will allow for 50 booths on each side of the street comfortably, with up to 65 on each side of the street at a sellout.

CONTRACTOR SERVICES TO BE PROVIDED:

Event Layout

- Contractor to produce Site map with exact booth layout & dimensions.

Vendor Sales

- Contractor to oversee all vendor sales and operations, in the following suggested categories and quantities, based on 112 booth placements
 - Food related vendors based on a variety of food and snack categories
 - Original craft vendors
 - Kid-centric vendors & cultural vendors as appropriate
 - 10 booths reserved per City discretion (City & community partner booths)
 - Sponsor booth space if applicable
- Contractor to solicit applications from prospective vendors through a deadline agreed upon between Contractor and the City.

- Contractor to utilize and manage its existing social media accounts to contact prospective vendors and promote event attendance. Contractor to keep records available of costs associated with conducting advertisements.
- City to provide Contractor with branding, Event name, and permission to use the City of Eastvale's name in posts to attract vendors and attendees.
- City to include a link to vendor application form on City's event website.
- Contractor to submit the list of prospective vendors to the City for final approval.
- City to review list of prospective vendors and provide notice of approval by deadline agreed upon between Contractor and the City

Turnkey Vendor Onboarding, Billing, and Management

- Contractor to configure and host all Application, Agreement, and Payment collection operations for all vendors*. Contractor to review, place on layout, and invoice/ collect payments from vendors as necessary per agreement.
- Contractor to provide City with a sales report listing all confirmed and paid vendors, including pertinent information regarding deposits, waived fees, insurance costs, and additional fees incurred due to electrical needs.
- Contractor to provide detailed sales report to City within 10 business days after conclusion of the Event.
- City to review Contractor vendor booth agreement, terms & conditions, and any other event documents.
- Contractor shall charge and collect payments from vendors in accordance with Exhibit "B" Charges and Compensation.

Vendor Management & Responsibilities*

- Contractor to provide all vendors with Event instructions, schedule, and other documents, as required by City.
- Contractor to obtain required documents, as directed by City, (e.g. proof of insurance, health permits, etc.) from vendors so as to be in full compliance of applicable codes.
- Contractor to respond to vendor questions regarding the Event.

- Contractor, on behalf of city, to manage and obtain County of Riverside Health Department Temporary Food Facility (TFF) Permit from vendors and be the primary liaison between the County inspector and all food vendors.
- Contractor responsible for all costs directly associated with vendor operations including, but not limited to (custodial, electrical, wash sinks, ice, etc.). Some vendor operation services listed above may be approved or secured by the City and any relative costs forwarded to Contractor for payment if necessary.

Vendor Supervision at Event*

(Based on 11:00 a.m. - 8:00 p.m. Saturday/ 11:00 a.m. - 7:00 p.m. Sunday Event)

- Contractor to develop load-in / load-out plan.
- Contractor to provide supervisory staff for move in and move out, including coordination with City designated staff or volunteers.
- Contractor to staff vendor information booth during Event open hours.
- Other Vendor Duties:
 - Friday (February 20, 2026)
 - Contractor to mark vendor booths - In coordination and with approval from City staff.
 - Saturday (February 21, 2026)
 - Contractor to supervise vendor move in (7:00-10:00 a.m.)
 - Contractor to supervise vendor restock move-out (8:00-10:00 p.m.)
 - Sunday (February 22, 2026)
 - Contractor to supervise vendor move in (8:00-10:00 a.m.)
- Contractor to supervise vendor cleanup & move-out (7:00-10:00 p.m.)

*Any component of the Event that includes beer, wine, and/or liquor and/or the sale of beer, wine, and/or liquor will not be sold or supervised by the Contractor and will be the sole responsibility of the City or its third-party affiliate. The Fun Zone (inflatables) area will also be managed per the sole discretion of the City.

Event Cancellation

In the event of cancellation or postponement of the Event by City or force majeure, refunds to Event vendors are the sole responsibility of the Contractor.

Performance

In the event that Contractor, or any vendor managed by Contractor, fails to abide by event rules leading to the City to obtain additional services (custodial, electrical support, etc.), all pertinent costs will be the responsibility of the Contractor.

Post-Event

Within 10 business days of the conclusion of the event, Contractor will provide a final vendor report listing all event financial information (fees paid/waived, deposits kept/returned, additional fees, advertisement bills, etc.).

CITY SERVICES TO BE PROVIDED:

City to provide will be responsible for providing, but not limited to, the following services:

- Facility-Street usage (there are fees to adjacent parking lots at ERHS and River Heights)
- Parking & traffic control services
- Event security & patrol services (includes Sheriff Deputies, private security)
- Event security screening services (includes metal wands and detection stands).
- Traffic control services (barricades, street signs, CMS boards, detour route)
- Pedestrian access services (barricades & bike rack barriers as needed to prevent pedestrians from accessing restricted areas).
- Fire-Medical response units (ALS units).
- Emergency and event operation mobility carts (golf carts as needed)
- Entertainment Stage w/truss, shade cover, lighting, background banner and stairs.
- Professional audio/video services for entertainment and announcement needs.
- Event signage and banners indicating event rules, key locations, and event amenities.
- Event decorations including entrance archways, truss and lantern lights as appropriate.
- Event seating, tables, and shade as permissible.
- Light towers
- Portable restrooms in compliance with ADA requirements.
- City marketing of event including all social media, press releases, and CNUSD Peach Jar distribution.
- Procurement and distribution of event-themed promotional items.
- Trash receptacles where necessary (Contractor still responsible for custodial services).

CHARGES AND COMPENSATION

No fees to be billed to The City of Eastvale. California Culture Festival will collect vendor fees as compensation.

VENDOR CHARGES - EASTVALE LANTERN FESTIVAL				
2026 Eastvale Lantern Festival				
	Price	Early Bird Price	“Security Deposit	TFF late date: 2/20 noon, TFF late fee \$100
Food (no canopy provided)				
Regular (15' wide x 10' long)	\$1,870.00	\$1570.00	\$200.00	\$100.00
Premium (20' wide x 10' long)	\$1,870.00	\$1770.00	\$200.00	\$120.00
Food Truck	\$770.00	\$670.00		\$100.00
General Merchandise/Services (no canopy provided)				
Regular (10' x 10')	\$610.00	\$510.00		
Premium (10' x 10')	\$710.00	\$610.00		
Prepackaged Food (0 x 10')	\$1,010.00	\$910.00	\$78.00	\$100.00
Non-Profit 501c (10 x 10')	\$360.00	\$260.00		

REGULATIONS

- Insurance required; new vendors can sign up at: calfestival.com
- 3 amps provided for General vendors, 20 amps for Food Vendors. Personal generators are not allowed unless pre-approved from CA Cultural Festival.
- Additional electricity is \$100/20amps
- Canopies are not provided. All canopies should have necessary weights to secure from toppling over.
- The charges collected by Contractor from vendors shall be retained by Contractor as its compensation for the Services rendered to City pursuant to this Agreement.

SECURITY DEPOSIT

- Additional to vendor fee. Will refund after event if your space is clean and your insurance is submitted on time.
- Will not refund if your space is dirty or if we don't receive insurance before event date, we will use security deposit to buy insurance for you.

EXHIBIT "B" INSURANCE

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

Contractor shall provide the following scope and limits of insurance:

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

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

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

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

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

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

(1) Commercial General Liability. \$2,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile. \$1,000,000 per accident for bodily injury and property damage. A combined single limit policy with aggregate limits in an amount of

not less than \$2,000,000 shall be considered equivalent to the said required minimum limits set forth above. (1) a Personal Automobile Liability policy for the Contractor's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Contractor uses vehicles of others (e.g., vehicles of employees).

(3) Workers' Compensation. Workers' Compensation as required by the Labor Code of the State of California with statutory limits and Employer's Liability Insurance with limit of not less than \$1,000,000 per occurrence for bodily injury or disease.

(4) Professional Liability. \$2,000,000 per occurrence.

per occurrence.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

1. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City.

2. Commercial General Liability and Automobile Liability Coverages.

(1) City, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, or employees.

(2) Contractor's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Contractor's insurance.

(3) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage

provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

3. Workers' Compensation Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Contractor.

C. Other Requirements. Contractor agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City may require that Contractor furnish City with copies of original declarations and endorsements effecting coverage required by this Exhibit "B". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

2. The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.



AGENDA STAFF REPORT

City Council Meeting

CONSENT CALENDAR

Agenda Item No. 11.3

February 11, 2026

Approval of Payment for the Annual Permit Fees to State Water Resources Control Board for Fiscal Year 2025/2026.

Prepared By:

Jimmy Chung, Public Works Director/City Engineer

Recommended Action(s)

Staff recommends that the City Council approve payment to State Water Resources Control Board for Fiscal Year 2025/2026 Annual Permit.

Summary

The State Water Quality Control Board (Water Board) adopted the National Pollutant Discharge Elimination on System (NPDES) Municipal Separate Storm Water Sewer System (MS4) permits to regulate storm water for municipalities. The MS4 permits require the discharger to develop and implement a Storm Water Management Plan/ Program with the goal of reducing the discharge of pollutants to the maximum extent practicable. The annual permit fee amount is based on population. The City of Eastvale's permit fee for fiscal year 2025/2026 is \$27,293.00.

Background

The City of Eastvale, along with other cities, partner with Riverside County Flood Control and Water Conservation District (RCFC) to jointly submit NPDES applications for re-issuance of the MS4 permit. The MS4 permit contains limits on what can be discharged, monitoring and reporting requirements, and other provisions to ensure that the discharge does not hurt the water quality or people's health. The permit translates general requirements of the Clean Water Act (CWA) into specific provisions tailored to the operations of discharging pollutants. Without the City's ability to issue MS4 permits, development applicants would be required to obtain their MS4 permits directly from the County of Riverside.

Analysis

Payment of the invoice will ensure the City is current on its obligation to the State Water Resources Control Board.

Environmental

The issuance of an NPDES permit is exempt from the provisions of the California Environmental Quality Act (CEQA), Chapter 3 of Division 13 of the Public Resources Code, in accordance with CWA Section 13389. The payment of the fee by the City is a fiscal activity and is not a project for the purposes of CEQA.

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

Plans for landscape, roads, and street maintenance.

Fiscal Impact

The total fiscal impact is \$27,293.00. There is sufficient budget in the General Fund Public Works Other Contract Services account (100-510-6490) to pay for the above recommended annual permit.

Prior City Council/Commission Action

December 11, 2024 - approval of payment for the annual permit fees FY 24/25.

Attachment(s)

[Attachment 1 - Waterboard Annual Permit Invoice.pdf](#)



DEMAND FOR PAYMENT

Annual Permit Fees Required by Sections 13260 & 13269 of the California Water Code

Date: 12/17/2025
Facility ID: 8 33M1000255
Facility Name: PHASE I MS4
-
-, CA -

Fiscal Year: 2025/26
Invoice Number: SW-0323355
Billing Period: 07/01/25 - 06/30/26
Invoice Date: 11/5/2025
Amount Past Due: \$ 27,293.00
Region: 8
Index Number: 661112

CITY OF EASTVALE
CITY ENGINEER
12363 LIMONITE AVENUE SUITE
910
EASTVALE, CA 91752

For details please refer to the original invoice

DEMAND FOR PAYMENT OF ANNUAL STORM WATER PERMIT FEES

This is a **FORMAL DEMAND FOR PAYMENT** on the above delinquent invoice. Our accounting office records indicate that you have failed to pay the required annual fee. Failure to pay the required fee is considered a misdemeanor under California law (Water Code Section 13261) and could result in a civil liability assessment of up to \$1000 per day for each day that the fees go unpaid, revocation of your discharge permit, or referral to a collection agency. Please return payment in the attached envelope along with the bottom portion of the invoice. Payment must be received no later than 30 days from the date of this notice.

Please note that a transfer of ownership or relocation of a facility requires a new Storm Water Permit. If your facility is closed or project completed, please file a Notice of Termination (NOT).

Construction - Log into your SMARTS account to complete an NOT: <https://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin.jsp>

Industrial - NOT forms can be accessed on our website at http://www.waterboards.ca.gov/water_issues/programs/stormwater/gen_indus.shtml

For questions regarding your permit or how to file an NOT, please contact the Storm Water office at (916) 341-5538.

If you have any questions about this invoice, please call the Fee Unit at (916) 341-5247.

For payment status of your invoice, please go to the "Stormwater and Wastewater Permit Fee Invoice Information" link at <http://infofees.waterboards.ca.gov/FeeInfo/DischargerInvoice.aspx>

Please allow 10 business days after mailing for your payment to be posted to the database.



Please detach and return this portion with your payment

Region: 8

Fiscal Year: 2025/26

Invoice Number: SW-0323355

Index Number: 661112

(Please print the above number on check or money order)

CITY OF EASTVALE
CITY ENGINEER
12363 LIMONITE AVENUE SUITE
910
EASTVALE, CA 91752

Amount Due: \$ 27,293.00
Billing Period: 07/01/25 - 06/30/26
Invoice Date: 11/5/2025
Facility ID: 8 33M1000255
Facility Name: PHASE I MS4
-
-, CA -

SWRCB
PO BOX 1888
SACRAMENTO, CA 95812-1888



State Water Resources Control Board

*** IMPORTANT REMINDER ***

Dischargers who submitted a Notice of Intent (NOI) or No Exposure Certification (NEC) to obtain coverage under the **Industrial or Construction General Permit** are required to submit a **Notice of Termination (NOT)** to request cancellation of permit coverage.

Dischargers must certify and submit a NOT online at <https://smarts.waterboards.ca.gov>. Email questions on user account access to: stormwater@waterboards.ca.gov. **Until a valid (complete) NOT is submitted and approved by the local Regional Water Board, the Discharger is invoiced annually and remains responsible for compliance with the General Permit, including payment of accrued annual fees.**

Any discharger with multiple unpaid past due invoices may be subject to administrative termination of permit coverage. Termination of permit coverage does not alleviate the discharger's responsibility for payment of outstanding debt and the facility is in violation of discharging without permit coverage.

Industrial and Construction General Permit fees are now both based on the size of the facility/site being used for industrial or construction activity. For construction, this includes the sum of the acres being disturbed throughout the life of project. If the acreage changes, submit a Change of Information to request the increase or decrease of acreage via the Stormwater Multiple Application and Report Tracking System (SMARTS).

See reverse for instructions to submit the NOT online in SMARTS

To Pay Online by Credit Card or Electronic Fund Transfer (Debit)

Go to: https://www.waterboards.ca.gov/make_a_payment/

The following information can be found on the Water Quality Fees Website:

http://www.waterboards.ca.gov/resources/fees/water_quality/

- Frequently Asked Questions (FAQs)
- Water Board's Taxpayer ID#
- Online search page to check a facility's invoice history or payment status
- Stakeholder meeting information

Contact the Fee Branch with questions about this invoice: das-swfees@waterboards.ca.gov (**preferred**) or (916) 341-5247 (voicemail)

E. JOAQUIN ESQUIVEL, CHAIR | ERIC OPPENHEIMER, EXECUTIVE DIRECTOR

When to File a Notice of Termination (NOT)

A Notice of Termination shall be filed when any of the following are met:

- a) the owner/operator has changed;
- b) the industrial facility has ceased operations and completed closure activities (including removal of all industrial related pollutants);
- c) the construction site achieved final stabilization, including removal of all temporary best management practices; or
- d) the facility/site operations have changed and are no longer subject to the General Permit.

SMARTS Instructions

How to file the Notice of Termination

(a) Verify all required annual reports are submitted

- 1) Log in at <https://smarts.waterboards.ca.gov>
- 2) Go to File Reports
- 3) Locate the applicable report and click on the Report ID
- 4) Continue to fill out the report and submit it.

(b) File the Notice of Termination

- 1) Log in at <https://smarts.waterboards.ca.gov>
- 2) Go to Active Applications
- 3) Open the applicable WDID number
- 4) Go to the NOTs tab
- 5) Start a new NOT
- 6) Enter the Basis of Termination
- 7) Upload the applicable attachment
- 8) Certify and submit the NOT

Questions: Email the Stormwater Help Desk at stormwater@waterboards.ca.gov



Junta Estatal de Control de Recursos de Agua

*** RECORDATORIO IMPORTANTE ***

Las entidades responsables de las descargas que presentaron un Aviso de Intención (NOI) o un Certificado de No Exposición (NEC) para obtener cobertura bajo el **Permiso General Industrial o de Construcción** deben presentar un **Aviso de Cancelación (NOT)** para solicitar la cancelación de la cobertura del permiso.

Las entidades responsables de las descargas deben certificar y presentar una NOT en línea en <https://smarts.waterboards.ca.gov>. Envíe las preguntas sobre el acceso a la cuenta de usuario por correo electrónico a: stormwater@waterboards.ca.gov. **Hasta que se presente una NOT válida (completa) y sea aprobada por la Junta Regional del Agua local, se facturará anualmente a la entidad responsable de las descargas y esta seguirá siendo responsable del cumplimiento del Permiso General, incluido el pago de las tarifas anuales acumuladas.**

Cualquier entidad responsable de descargas con varias facturas vencidas impagas puede estar sujeta a la interrupción administrativa de la cobertura del permiso. La interrupción de la cobertura del permiso no alivia la responsabilidad de la entidad responsable de descargas del pago de la deuda pendiente y la instalación está en infracción por descargar sin cobertura del permiso.

Las tarifas del Permiso General Industrial y de Construcción ahora se basan en el tamaño de la instalación/sitio utilizado para la actividad industrial o de construcción. En el caso de la construcción, incluye la suma de los acres perturbados a lo largo de la vida del

Para pagar en línea con tarjeta de crédito o transferencia electrónica de fondos (débito)

Ingrese a: https://www.waterboards.ca.gov/make_a_payment/

La siguiente información se puede encontrar en el sitio web de las tarifas de calidad del agua:

http://www.waterboards.ca.gov/resources/fees/water_quality/

- Preguntas frecuentes
- Número de identificación de contribuyente de la Junta de Agua
- Página de búsqueda en línea para consultar el historial de facturas o el estado de los pagos de una instalación
- Información sobre las reuniones de las partes interesadas

E. JOAQUIN ESQUIVEL, CHAIR | ERIC OPPENHEIMER, EXECUTIVE DIRECTOR



Póngase en contacto con la Subdivisión de Tarifas si tiene preguntas sobre esta factura: das-swfees@waterboards.ca.gov (**método de contacto preferido**) o por teléfono al (916) 341-5247 (buzón de voz)

Cuándo presentar un aviso de cancelación (NOT)

Se presentará un aviso de cancelación cuando se cumpla alguna de las siguientes condiciones:

- a) el propietario/operador ha cambiado;
- b) la instalación industrial ha cesado sus operaciones y ha completado las actividades de cierre (incluida la eliminación de todos los contaminantes relacionados con la industria);
- c) el sitio de construcción ha alcanzado la estabilización final, incluida la eliminación de todas las mejores prácticas de gestión temporales; o
- d) las operaciones de la instalación/sitio han cambiado y ya no están sujetas al Permiso General.

Instrucciones para SMARTS

Cómo presentar el aviso de cancelación

(a) Verificar que se hayan presentado todos los informes anuales requeridos

- 1) Inicie sesión en <https://smarts.waterboards.ca.gov>
- 2) Vaya a "File Reports" (Presentar informes)
- 3) Busque el informe correspondiente y haga clic en el ID del informe
- 4) Continúe completando el informe y envíelo.

(b) Presentar el aviso de cancelación

- 1) Inicie sesión en <https://smarts.waterboards.ca.gov>
- 2) Vaya a "Active Applications" (Solicitudes activas)
- 3) Abra el número WDID correspondiente
- 4) Vaya a la pestaña NOT
- 5) Inicie un nuevo NOT
- 6) Explique en qué se basa la cancelación
- 7) Cargue el archivo adjunto correspondiente
- 8) Certifique y presente el NOT

Preguntas: Envíe un correo electrónico al servicio de ayuda sobre aguas pluviales a stormwater@waterboards.ca.gov

AGENDA STAFF REPORT

City Council Meeting

CONSENT CALENDAR

Agenda Item No. 11.4

February 11, 2026

Accounts Payable and Purchasing Management Software Professional Services Agreement with Concur Technologies, Inc.

Prepared By:

Karla Lopez, Purchasing Manager

Recommended Action(s)

Staff recommends that the City Council:

1. Approve a Software Services Agreement renewal with Concur Technologies, Inc. for accounts payable and purchasing management software and related professional services for a three-year term expiring on March 31, 2029, with the option to renew annually for two additional one-year terms, in an amount not to exceed \$35,000 per fiscal year; and
2. Authorize the City Manager to execute the Agreement.

Summary

The City of Eastvale's Finance Department centralizes its finance operations, including accounts payable and procurement process wherein staff is responsible for initiating and approving purchase requests and invoices at the departmental level before submitting to Finance for final processing. On March 8, 2023, City Council approved the Finance Department's recommendation to contract with Concur Technologies, Inc. (Concur) to provide software for the tracking, management, and processing of purchase orders and vendor payment requests for a three-year period. This software allows the staff to electronically track purchase order and vendor payment requests. Prior to March 2023, staff processed such requests through manual and time-consuming paper documentation methods. Concur has provided online, database-backed workflow management and reporting tools for both purchase orders and vendor payment, which has increased transparency. Utilization of Concur has enabled staff citywide to quickly and efficiently manage, process, and track invoices and

purchase requests. Renewal of Concur's software will allow for continued increases in efficiencies as the City continues to grow and the number of financial/procurement transactions increases. Additionally, Finance staff is working with Concur to further streamline processes and increase usage of the available software offerings under this contract.

Staff is interested in renewing the software for an additional three-year term while the department issues a request for proposals for enterprise resource planning (ERP) software that could potentially replace several software systems the Finance department currently utilizes into one centralized software database, further increasing efficiencies in several departments. Transitioning to a new software for invoice, vendor payment, and purchase requests at this time would create a lapse in services and would be cost prohibitive while staff prepares to identify a long-term ERP system through the formal request for proposals process. Staff requests the option to renew on an annual basis for two additional years following the three-year renewal period during implementation and transitional periods to a new ERP system should additional time be needed.

Background

Concur allows for accurate and timely processing of vendor payments as an important process that is necessary for running day-to-day City operations. Prior to implementation of Concur, Finance researched various options regarding expense management solutions. Based on consumer reviews, Finance staff selected the following software providers to provide presentations on their product offerings: MineralTree, Vic.ai, Airbase and SAP Concur. Through discussion it was determined that MineralTree and Airbase were not compatible with the City's enterprise resource planning (ERP) system, Springbrook. Vic.ai and SAP Concur were compatible with the City's ERP system as they export information through an excel csv file. Upon completion of vendor presentations, Finance staff ultimately determined Concur to be the best product offering for the City of Eastvale. Since implementation, the use of Concur has helped both Finance and department staff in their effort to modernize outdated manual and paper processes. If the services agreement is not renewed, Finance will need to procure alternate services in order to maintain efficiencies within the Finance department with limited staff. In addition, immediate process changes would need to be implemented and staff would have to return to outdated paper processing of both purchase orders and invoices.

Environmental

Not applicable.

Strategic Plan Action - Priority Level: N/A | Target #: 7 | Goal #: 4

Empower staff to innovate for efficiencies; create a culture of innovation.

Fiscal Impact

The Finance Department budget in the current fiscal year includes budget for Concur in General Fund account 100-210-6490. The renewal proposal from Concur includes the same pricing as the previous three years. Actual pricing is dependent upon the number of purchase orders and invoices processed. Historically, the city has incurred approximately \$25,116 per year in software costs for Concur's services. Staff anticipates costs to increase slightly year over year as invoice volume continues to increase.

The operational, on-going cost of services is approximately \$2,093 per month, which covers the cost

of at least 250 invoices and 250 purchase requisitions per month. There is also an incremental transaction fee of \$3.06 per for each invoice or purchase request in excess of 250 invoices per month. As a contingency in the event that the City captures an excess of 250 transactions per month, an additional cost of \$9,884 will be added to the budget. This will ensure that obligations are met in the event that the number of invoices and purchase requisitions processed increases over during the contract term and sufficient resources are secured for Finance staff trainings, additional reporting, and other special projects as internal processes are updated and effectiveness of software is maximized.

Prior City Council/Commission Action

The original SAP Concur software agreement was approved by City Council on March 8, 2023.

Attachment(s)

[Attachment 1 - 2026 Concur Renewal Form](#)

**Concur Technologies, Inc.
ORDER FORM**

Professional Edition

GENERAL INFORMATION

Customer Name: City of Eastvale

Order Effective Date: January 15, 2026

Order Type: Additional Sale

PO to be Issued: No

Currency for Fees: USD

Service Type Billing Cycle: Monthly beginning on the Transaction Fee Start Date

SERVICES ORDERED (primary service offerings)

Initial Set Up Fee

Invoice Processing	\$ 0.00
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SERVICES ORDERED FEE DETAILS (recurring fees for the primary service offerings ordered above)

Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Base Transactions (per Billing Cycle)	Base Transaction Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
Invoice Processing	1 and beyond	250	\$ 612.50	\$ 3.06

EXTENDED SERVICES ORDERED (Transaction-based recurring services pertaining to the above or previously-ordered Service Types)

Initial Set Up Fee

Invoice Capture	\$ 0.00
Invoice Line Item Capture	\$ 0.00

EXTENDED SERVICES ORDERED FEE DETAILS (recurring fees for the transaction-based extended services ordered above)

Extended Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Base Transactions (per Billing Cycle)	Base Transaction Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
Invoice Capture	1 and beyond	250	\$ 342.50	\$ 1.71
Invoice Line Item Capture	1 and beyond	250	\$ 152.50	\$ 0.77

EXTENDED SERVICES ORDERED (additional unit-based recurring services pertaining to the above or previously-ordered Service Types)

Description	Unit Quantity	Initial Set Up Fee
Purchase Requests for Invoice	1 Set Up(s)	\$ 0.00
Essential Care - Invoice Processing	1 Set Up(s)	\$ 0.00
Consultative Intelligence for Invoice Processing	1 Each	\$ 0.00

EXTENDED SERVICES ORDERED FEE DETAILS (recurring fees for the unit-based extended service ordered above)

Extended Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Recurring Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
Purchase Requests for Invoice	1 and beyond	\$ 152.50	\$ 0.77
Essential Care - Invoice Processing	1 and beyond	\$ 650.00	\$ 3.25
Consultative Intelligence for Invoice Processing	1 and beyond	\$ 182.50	\$ 0.92

ADDITIONAL SERVICES ORDERED (additional services with one-time fees pertaining to the above or previously ordered Service Type)

Description	Unit Quantity	Initial Set Up Fee
-------------	---------------	--------------------

ORDER TERMS

General: This Order Form is issued by **Concur Technologies, Inc.** ("Concur") and applies to the Customer specified herein. Customer hereby orders the services specified in this Order Form (collectively the "Service") and Concur hereby agrees to provide such Service, subject to the terms of the Agreement between Concur and Customer for the Concur service. This Order Form shall be deemed a part of the Agreement. All undefined capitalized terms herein have the meanings ascribed to such terms in the Agreement. If any terms of this Order Form are inconsistent with the terms of the Agreement, then the terms of this Order Form shall control. This Order Form as issued by Concur is an offer by Concur. When signed and returned to Concur by Customer on or prior to the end of the calendar month of the Order Effective Date, it becomes a binding written ordering document executed by Customer and Concur as of the Order Effective Date, unless unauthorized changes were made by Customer to this Order Form in which case it will be rejected.

Invoicing: Concur shall be entitled to invoice Customer for the fees specified in this Order Form as set forth in the Supplement.

Payment Terms: Customer will pay each accurate invoice within 30 days after the applicable invoice date.

Additional Definition(s): For purposes of the Agreement, the following terms shall have the definitions set forth below:

"Transaction Fee Start Date" means the first day of the first scheduled Billing Cycle after the date specified above as the "Order Effective Date".

Renewal Term: Notwithstanding anything in the Agreement to the contrary, (a) the term of the Agreement shall be renewed through and including March 31, 2029 (the "Renewal Term"); and (b) after the Renewal Term, the Agreement shall continue thereafter until either party elects to terminate the Agreement by delivering written notice of termination to the other party at least 90 days before the desired effective date of such termination.

Additional Agreement Terms: The parties agree that the Agreement is amended by replacing the Supplement, as defined in the initial Order Form, with the Supplement posted here: <http://go.sap.com/about/agreements.html> as of the effective date of this Order Form and as updated from time to time.

[signature page follows]

City of Eastvale

Signature _____

Print Name

Title

Date



AGENDA STAFF REPORT

City Council Meeting

CONSENT CALENDAR

Agenda Item No. 11.5

February 11, 2026

PLN25-20068 Goodman Commerce Center at Eastvale Specific Plan Amendment (Second Reading)

Prepared By:

Allen Lim, Senior Planner

Recommended Action(s)

Staff recommends that the City Council adopt the proposed ordinance entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA AMENDING CHAPTER 2 AND APPEN OF THE GOODMAN COMMERCE CENTER AT EASTVALE SPECIFIC PLAN COVERING APPROXIM/ 205 ACRES OF THE REAL PROPERTIES LOCATED GENERALLY NORTH OF BELLEGRAVE AVENUE, SC OF CANTU-GALLEANO RANCH ROAD, EAST OF HAMNER AVENUE, AND WEST OF I-15, BORDERE THE CITY OF ONTARIO TO THE WEST

Summary

The applicant, Tarpon Property Ownership 2, LLC, is requesting a Specific Plan Amendment to the Goodman Commerce Center at Eastvale Specific Plan to allow certain land uses located in the Business Park land use category to exceed the existing maximum area requirement for a single tenant. Additionally, the request proposes technical and clarifying changes to Appendix B Glossary and Chapter 2 – Development Criteria, which includes Table 2-2 Permitted Uses, Table 2-3 Development Standards, the Parking, Loading, and Access section.

Background

The proposed amendment to the Goodman Commerce Center at Eastvale Specific Plan is intended to support the applicant's efforts to attract and retain future tenants by amending the existing development criteria to align with current trends of tenant site demands. A summary of the proposed amendments is provided as **Attachment 1** to this report.

Business and Development Success Ad-Hoc Committee and Planning Commission Input

Staff engaged with the Business and Development Success Ad-Hoc Committee across three (3) separate sessions. On September 23, 2025, Staff introduced the initial Specific Plan Amendment request for feedback. On October 15, 2025, further discussion regarding possible proposed changes to the specific plan took place with the project applicant present. On November 19, 2025, redline changes were presented to the Business and Development Success Ad-Hoc Committee based on the previous feedback provided by the committee and project applicant. At the October 15 session, the committee expressed no concerns regarding the latest proposed amendments and felt they adequately addressed their comments and concerns.

On December 17, 2025, the Planning Commission provided comments expressing the importance of community benefit with consideration of the proposed amendments and emphasized the importance of holding opportunities for the commission to stay engaged and updated on potential future tenants.

Summary of Proposed Changes

Table 2-2 – Permitted Uses table identifies uses which are permitted, conditionally permitted, or prohibited in each district of the Goodman Commerce Center. Additionally, various sections within the Specific Plan, such as **Table 2-3 Development Standards** references a requirement of “a maximum area of 40,000 square feet (SF) for a single-tenant building for 40,000 SF for each tenant in in a multi-tenant building.” This provision was included in the specific plan to discourage the proliferation of warehousing or other industrial uses that generate extensive truck trips and lack sales tax-generation or community benefit.

To support the efforts to attract and retain future tenants, the applicant has expressed that the 40,000 SF limitation is overly restrictive for some desirable uses that provide a community benefit and has proposed the following modifications to the legends of **Table 2-2 Permitted Uses** and **Table 2-3 Development Standards**:

- **Addition of Footnote 5 of Table 2-2:** A single tenant may exceed the 40,000 SF maximum if at least 1,200 SF of the occupied floor area is designed, constructed, and maintained as publicly accessible customer-facing space. This space must be actively used for public interaction, such as showrooms, retail display areas, wholesale material displays, vehicle or home improvement design centers, or indoor recreational facilities, and must be open to the public during operating hours.
- **Modification of Footnote 1 of Table 2-3:** There is a maximum area of 40,000 SF for a single-tenant building or 40,000 square feet for each tenant in a multi-tenant building (Except as otherwise provided in Table 2-2 – Permitted Uses).

The new Footnote 5 will only apply to those uses marked with that footnote in **Table 2-2 Permitted Uses** which are:

- Automobile service and repair, major – indoor only (e.g., bodywork, engine and drive train, painting);
- Automobile service and repair, minor – indoor only (e.g., oil change, tires, tune- ups, stereo installation);
- Car, RV, truck, boat sales – indoor only (new and used);
- Manufacturing, Light;
- Construction equipment sales, repair and incidental retail sale of spare parts (operations shall

- occur within an enclosed building);
- Wholesaling (not defined as Warehousing);
- Breweries, wineries, and distilleries with on-site tasting;
- Auditoriums, convention halls, concert halls, movie and concert theaters, performing art venues;
- Indoor Fitness and Sport Facility >8,501 sq ft: Predominantly participant sports and health activities conducted entirely within an enclosed building. Typical uses include bowling alleys, billiard parlors, indoor racquetball courts, indoor climbing facilities, athletic clubs, and health clubs;
- Indoor Amusement/Entertainment Facility: Establishments providing indoor amusement and entertainment services as primary uses for a fee or admission charge, including dance halls and ballrooms and electronic game arcades;
- Medical offices (doctors, dentists, chiropractic, physical therapy, outpatient surgery, health clinics (walk-in, urgent care), acupuncture/acupressure);
- Miscellaneous services, such as barbers, nail shops, dry cleaners, locksmiths, tailors, shoe repair, massage, etc., which are typically used by the average person;
- Contractors (e.g., construction, plumbing, janitorial, drywall, communications, HVAC, electrical and engineering), with storage enclosed within a building
- Schools, Business and Professional, including Art, Barber, Beauty, Dance, Drama, Music and Swimming;
- Commercial day care centers;
- Pet day care centers – indoor only (with or without boarding)
- General retail sales (e.g., clothing, department stores, electronics, art, books, discount stores, flower shops, drug stores, convenience stores, and supermarkets) in stores of less than 80,000 square feet;
- Office equipment/supplies;
- Spas, gazebos, and aboveground pools, sale of enclosed within a building;
- Veterinary services, pet grooming (no boarding); and
- Religious Institutions

To ensure parking is adequately addressed, uses that request to exceed the 40,000 square foot requirement within Planning Area 4 (primarily business park type land uses), will be required to submit a parking analysis to the Community Development Director for review and approval for uses that are permitted by-right and to the Planning Commission for uses that require a Conditional Use Permit.

Staff supports the proposed amendments as they will provide greater flexibility to allow desirable and beneficial uses within the Business Park District of the Goodman Commerce Center Specific Plan, while continuing to prohibit warehousing and other undesirable uses. The changes also provides the City authority to evaluate future proposed uses based on their demonstrated ability to accommodate adequate parking for all uses within the Business Park District.

Environmental

The proposed amendment is not subject to additional environmental analysis under the California Environmental Quality Act (CEQA) because the proposed changes do not introduce new uses which would create impacts not already addressed and mitigated in the Final Environmental Impact Report for the Specific Plan (SCH# 2011111012) certified by the City Council through Resolution No. 14-32

and adopted on June 11, 2014. The Notice of Determination filed for the adoption of the Specific Plan in November 2014 remains valid for the proposed Specific Plan amendment.

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

Attract and retain Business

Fiscal Impact

There is no direct fiscal impact to the city for the processing of this project as this is a request by the applicant who filed an application and paid the required processing fees.

Prior City Council/Commission Action

On June 11, 2014, the Planning Commission approved The Goodman Commerce Center at Eastvale Specific Plan which contains approximately 45-acres of commercial retail at the southeast corner of Hamner Avenue and Cantu-Galleano Ranch Road. The project was branded by Goodman as “The Station” Development, and complements several retail/restaurants, business park, and industrial uses which have already been approved. These include Cravings Food Hall, Costco, Chick-Fil-A, In-n-Out, Quick Quack Car Wash, Altura Credit Union, Goodman Business Park, and Amazon Fulfillment Center.

On September 9, 2015, the City Council adopted Ordinance No. 15-07 – Amending Chapters 1, 2, and Appendix B of the Goodman Commerce Center at Eastvale Specific Plan.

On July 25, 2018, the City Council adopted Ordinance No. 2018-08 – Amending Chapters 2 and 4 of the Goodman Commerce Center at Eastvale Specific Plan.

On October 19, 2022, the Planning Commission approved PLN22-20025 Development Review for a Tentative Tract Map to reconfigure and subdivide a 14.4 acre project area into 5 parcels within the existing Goodman Commerce Center and PLN22-20056 Major Development Review for the development of a 58,422 square foot business park building (CR-14).

On October 15, 2025, the Planning Commission approved PLN25-20056 Conditional Use Permit to establish an indoor amusement/entertainment facility and Conditional Use Permit for an Alcohol Beverage Control license (Type 47) to allow for beer, wine, and distilled spirits within an existing 38,209 square-foot commercial retail building (CR-17) within the same development as the project site.

On December 17, 2025, the Planning Commission recommended that the City Council adopt an ordinance approving the Specific Plan Amendment to the Goodman Commerce Center at Eastvale Specific Plan.

On January 28, 2026, the City Council introduced the ordinance related to the proposed Specific Plan Amendment.

Attachment(s)

[Attachment 1 - Summary of Amendments](#)

[Attachment 2 - Ordinance](#)

[Attachment 3 - Public Hearing Notice Newspaper](#)

Attachment 4 - Radius Map 600'

Permitted Uses

Table 2-2, *Permitted Uses*, establishes the regulations for uses allowed in each land use area. Uses are either: permitted-by-right (P), conditionally permitted (C), or prohibited (X). Conditionally permitted uses require the approval of a Conditional Use Permit per the Eastvale Zoning Code.

Those uses not specifically listed in Tables 2-2 and 2-3 are subject to a determination by the Planning Director per Section 3.1.C of the Eastvale Zoning Code.

Table 2-2 - Permitted Uses	CR ¹	I ²	BP	H(O) ³
Office Uses				
Administrative and professional offices or services (e.g., medical, doctors, physical therapy, chiropractic, financial planners, banks, insurance, real estate, architects)	P	C	P ⁵	
Laboratories	P	P	P ⁵	
Vehicle Related Uses				
Alternative fuel fueling station in the Industrial land use area, excluding electric vehicle charging (the sale of ancillary goods such as food, alcohol, drinks, and merchandise is not permitted)	X	C	X	
Automobile or boat parts and supplies stores (new and used)	P	X	X	
Automobile service and repair, major – indoor only (e.g., bodywork, engine and drive train, painting)	X	C	C ⁵	
Automobile service and repair, minor – indoor only (e.g., oil change, tires, tune- ups, stereo installation)	C	X	C ⁵	
Car, RV, truck, boat sales – indoor only (new and used), (auctions in I only)	C	C	C ⁵	
Car, RV, truck, boat sales – indoor auctions only (new and used)	X	C	X	
Car washes	P	X	C	
Electric Vehicle Charging Station, small	P	P	P	
Electric Vehicle Charging Station, large	P	P	P	
Gasoline service stations, without sale of beer and wine	P	C	C	
Gasoline service stations, with sale of beer and wine	C	C	C	
Off-site parking	C ⁴	C ⁴	C ⁴	
Vehicle/boat/leasing/rental	C	C	X	
Vehicle rental	C	C	C	
Industrial Uses				
Manufacturing, Light	X	P	P ⁵	
Manufacturing, Heavy	X	P	C	
Mini-storage	X	P	C	
Warehousing/distribution	X	P	X	
Construction equipment sales, repair and incidental retail sale of spare parts (operations shall occur within an enclosed building)	X	P	P ⁵	
Wholesaling (these activities shall occur within an enclosed building and typically do not result in large amounts of noise, dust or smoke that can occur with some industrial uses)	X	P	P ⁵	
Eating, Drinking Establishments				
Bars/cocktail lounges/night clubs	C	X	C	
Breweries, wineries, and distilleries with on-site tasting	C	X	C⁵	
Catering establishment, commercial kitchen	P	X	P	
Restaurants and other eating establishments, no drive-thru	P	X	P	
Restaurants and other eating establishments, with drive-thru	C	X	C	

Table 2-2 - Permitted Uses	CR¹	I²	BP	H(O)³
Entertainment				
Auditoriums, convention halls, concert halls, movie and concert theaters, performing art venues	P	X	C ⁵	
Indoor Fitness and Sport Facility <8,500 sqft: Predominantly participant sports and health activities conducted entirely within an enclosed building. Typical uses include billiard parlors, athletic clubs, and health clubs.	P	P	P	P
Indoor Fitness and Sport Facility >8,501 sqft: Predominantly participant sports and health activities conducted entirely within an enclosed building. Typical uses include bowling alleys, billiard parlors, indoor racquetball courts, indoor climbing facilities, athletic clubs, and health clubs.	C	C	C ⁵	C
Indoor Amusement/Entertainment Facility: Establishments providing indoor amusement and entertainment services as primary uses for a fee or admission charge, including dance halls and ballrooms and electronic game arcades.	P	C	C ⁵	
Medical				
Hospital	X	X	X	C
Medical offices (doctors, dentists, chiropractic, physical therapy, outpatient surgery, health clinics (walk-in, urgent care), acupuncture/acupressure)	P	C	P ⁵	P
Personal Services				
Banking and financial institutions	P	X	P	
Miscellaneous services, such as barbers, nail shops, dry cleaners, locksmiths, tailors, shoe repair, massage, etc., which are typically used by the average person	P	X	P ⁵	
Professional Office	P	X	P	
Laundromats (self-serve)	P	X	P	
Contractors (e.g., construction, plumbing, janitorial, drywall, communications, HVAC, electrical and engineering), with storage outside of a building	C	P	C	
Contractors (e.g., construction, plumbing, janitorial, drywall, communications, HVAC, electrical and engineering), with storage enclosed within a building	P	P	P ⁵	
Cigar, Hookah, Cigarette, Tobacco, and Electronic Cigarette Sales or Lounges	C	X	C	
Tattoo parlor	C	X	C	
Schools, Business and Professional, including Art, Barber, Beauty, Dance, Drama, Music and Swimming	C	X	C ⁵	
Photography or portrait studio, by appointment only	P	X	P	
Spas, gazebos, and aboveground pools, sale of enclosed within a building	P	X	P	
Retail Uses				
Alcohol retail sales, on- or off-site	C	C	C	
Clay products	P	P	P	
Commercial day care centers	P	X	P ⁵	
Pet day care centers – indoor only (with or without boarding)	X	X	C⁵	
Copy centers/postal service centers/blueprinting	P	X	P	
Equipment rental/sales/service yard	P	P	P	

Table 2-2 - Permitted Uses	CR¹	I²	BP	H(O)³
General retail sales (e.g., clothing, department stores, electronics, art, books, discount stores, flower shops, drug stores, convenience stores, and supermarkets) in stores of less than 80,000 square feet	P	X	P ⁵	
Retail stores (larger than 80,000 square feet)	P	C	X	
Hotels	P	X	P	
Live entertainment and dancing	C	X	X	
Nurseries/garden supplies	P	X	X	
Office equipment/supplies	P	X	P ⁵	
Spas, gazebos, and aboveground pools, sale of enclosed within a building	P	X	P⁵	
Veterinary services, pet grooming (no boarding)	P	X	P ⁵	
Farmers markets	C	X	C	
Bottling and bottle washing, enclosed within a building	X	P	P	
Public/Quasi-Public Uses				
Civic/city related uses (e.g. City Hall)	P	P	P	
Police and fire stations	P	P	P	
Religious Institutions	P	X	P ⁵	
Libraries	C	X	C	
Wireless telecommunication facilities (subject to Development Plan Review per Eastvale Zoning Code)	P	P	P	
Clubs or lodges	P	X	P	
<p>Legend: P = Permitted-by-right C = Conditionally permitted X = Prohibited CR = Commercial Retail BP = Business Park I = Industrial</p> <p>Notes: ¹ CR may include an approximately 130 room hotel on 2.5 acres anywhere within the planning area. ² Ancillary uses to the main use, such as offices, storage, and meeting rooms in the Industrial area or small retail spaces in the Business Park area, are permitted provided they are supportive of the main business and do not exceed 1/3 of the total floor area of the tenant space. ³ In the Hospital overlay area, all uses in the underlying designations (Commercial Retail, Industrial, and Business Park) are permitted as shown in this table. ⁴ Planning Area 5 only ⁵ A single tenant may exceed the 40,000 square foot maximum if at least 1,200 sf of the occupied floor area is designed, constructed, and maintained as publicly accessible customer-facing space. This space must be actively used for public interaction, such as showrooms, retail display areas, wholesale material displays, vehicle or home improvement design centers, or indoor recreational facilities, and must be open to the public during operating hours.</p>				

Prohibited Uses

The following uses have been determined to be inappropriate in this Specific Plan and are prohibited in all land use planning areas.

- Abattoir (slaughterhouse)
- Auto wrecking
- Check-cashing and payday advance
- Junk or salvage yard
- Hazardous materials processing, treatment, or storage
- Kindergarten through 12th grade schools
- Motels (temporary lodging with exterior room doors and halls)
- Outdoor manufacturing, processing or similar outdoor activities
- Recycling facilities
- Residential uses including caretaker units
- Single-room occupancy units
- Medical Marijuana Dispensary

Development Standards

The following development standards are City regulations for each land use area established in this Specific Plan.

Standard	Commercial Retail	Industrial	Business Park ¹	Hospital Overlay
Building Site Specifications				
Min. lot size	None	40,000 s.f.	10,000 s.f.	Least restrictive standard applies
Min. lot width	75 ft.	200 ft.	75 ft.	
Min. landscape cover ²	15%	10%	15%	15% for Hospital development
Landscaped Setback ^{3,4}				
From Cantu-Galleano	15 ft. to parking, 15 ft. to buildings			NA
From Hamner	15 ft. to parking, 15 ft. to buildings			
From Bellegrave	30 ft. to parking, 30 ft. to buildings			NA
From Internal Streets A and B	20 ft. to parking, 30 ft. to buildings			
From Caltrans I-15 ROW	30 ft. to parking, 40 ft. to buildings			NA
Height				
Max. height ^{5,6}	50 ft. (75 ft. ⁷)	55 ft. ⁸	50 ft. ⁸	125 ft.
Building Separation ⁹				
Min. side	25 ft.	25 ft.	25 ft.	25 ft.
Min. front entries	25 ft.	25 ft.	25 ft.	25 ft.
Min. rear	25 ft.	25 ft.	25 ft.	25 ft.

Notes:

NA – Not applicable

¹ There is a maximum area of 40,000 square feet for a single-tenant building or 40,000 square feet for each tenant in a multi-tenant building (Except as otherwise provided in Table 2-2 – Permitted Uses)

² See the landscape provisions in this Chapter and in Appendix A, *Plant Palette*, for greater detail.

³ All building and landscaping setbacks shall be measured from the right-of-way line, as defined by the Zoning Code that is in effect at the time a project is submitted.

⁴ Landscaped setbacks accommodate landscaping, fences, walls, signs, entry monuments, benches, and other similar elements. Conceptual landscaped setbacks are depicted on Figures 2-3 to 2-9.

⁵ Maximum building height is defined as the height from finished grade to the top of the roof pitch or top of parapet, whichever is greater. There is no limit on the number of stories within the maximum building height.

⁶ Uninhabitable architectural features, such as towers, may exceed the maximum height limit of the Commercial Retail and Business Park area by 20 percent, and mechanical penthouses may exceed the maximum height limit by 10 percent.

⁷ The maximum building height for hotels in the Commercial Retail land use area is 75 feet.

⁸ The maximum height at the setback line is 55 feet. For each foot of additional setback provided, an additional foot of height is permitted up to a maximum of 60 feet to the roof peak or top of parapet wall. A height between 61 and 150 feet may be permitted as detailed in the City of Eastvale Zoning Code that is in effect at the time a project is submitted.

⁹ Building separation is measured between the nearest exterior walls of two adjacent, non-attached structures. Non-habitable projections, such as eaves, bay windows, and architectural detailing, may extend two feet into the separation area.

Standards Applicable to All Uses/Development

The following standards apply as shown below.

Antennas

- A satellite antenna may be installed on a lot in any zoning district provided that: (1) it is not located in a required setback from a street; (2) the antenna or satellite antenna is located on the rear one-half of the lot (if roof mounted), and; (3) the antenna does not exceed 10 feet if installed on the ground or, if roof mounted and screened, as defined by the Zoning Code that is in effect at the time a project is submitted, the maximum building height for the district in which the satellite antenna is located.
- Antennas and Direct Broadcast Satellite (DBS) are permitted to be installed in locations that are not readily seen from neighboring properties or from public streets.
- Wireless communication facilities shall comply with the standards as defined by the Zoning Code that is in effect at the time a project is submitted.

Lighting - Exterior

The exterior lighting standards listed below are intended to provide illumination, highlight unique features, and provide security in a manner that does not impact light-sensitive uses, such as residences.

- Parking areas shall have lighting that provides adequate illumination for safety and security as approved by the City of Eastvale Building Department. At a minimum, parking lot lighting fixtures shall maintain 1 foot-candle of illumination at ground level at any location within the parking facility, excepting at convenience markets, where the standard is a minimum of 1.5 foot-candles.
- The maximum level of exterior light at any property line is 1 foot-candle and 0.5 foot-candle at any residential property line.
- Exterior lighting fixtures shall utilize energy-efficient fixtures.
- Exterior light fixtures, including those in parking and loading areas, shall not exceed 25 feet in height above finish grade and shall be consistent with the architectural theme of the facility served.
- All exterior lighting, including security lighting, shall be directed away from adjoining properties and the public right-of-way.
- All lighting fixtures, other than pedestrian walkway lighting of approximately 3 feet in height, shall be shielded (equipped with glare reflector shields designed to redirect spill lighting down and away from surrounding areas) such that no light is emitted above the horizontal plane of the bottom of the light fixture.

Development Criteria

- Office, hotel, and commercial structures shall incorporate shielded exterior lighting to illuminate significant exterior architectural features, signage, and unique landscape features.
- Where security may be an issue, motion-sensitive lights or other alternatives acceptable to the City shall be used to provide security lighting for loading docks, outdoor storage areas, and other areas used intermittently at night.

Parking, Loading, and Access

- Disabled parking shall be provided per the requirements of the California Building Code.
- All commercial sites shall be evaluated for parking on a project-by-project basis per requirements in Table 2-4. Prior to the establishment of any use, City staff shall review the proposal in relation to the approved site plan to ensure there is adequate parking. In the event that there is not enough parking to satisfy the proposed use, the applicant may propose any combination of:
 - Parking lot restriping (staff-level approval)
 - Parking management strategies, such as employee parking, reserved parking, valet parking, or other acceptable measures (CUP required)
 - Shared parking analysis, prepared by a traffic engineer, to be used as the basis for calculating parking requirements for the center (CUP required)
- All large commercial uses of 15,000 square feet or greater, except medical, require one loading space unless otherwise noted.
- Standard parking stalls shall be designed in accordance with the standards as defined by the Zoning Code that is in effect at the time a project is submitted.
- Up to 20 percent of all parking spaces may be compact spaces with minimum stall dimensions of 8 feet wide and 16 feet long.
- Each parking space or facility shall have adequate drive aisles and usable turning and maneuvering areas as defined by the Zoning Code that is in effect at the time a project is submitted.
- All parking areas, loading facilities, and drive aisles shall be surfaced and maintained with asphaltic concrete, cement, or other permanent impervious or pervious surfacing material that is acceptable to the City Engineer.
- All drive-through banks, pharmacies, and eating facilities shall have a minimum 150-foot driveway to an ATM or menu board. The drive-through driveway must be designed to provide clearly marked and safe pedestrian crossing to the building entrance(s) and not be located where cars staking may result in blocking ingress/egress to the site.
- Where practical, new developments on separate parcels are encouraged to provide common access and parking areas. Reciprocal parking and driveway easements are encouraged.
- Parking spaces for low-emitting, fuel-efficient, and carpool/van pool vehicles will be provided per the California Green Building Standards Code.
- Parking lots including off-site parking shall comply with the Eastvale Zoning Code that is in effect at the time a project is submitted except for some of the required parking spaces (up to 15% of required spaces) that are located within the truck parking areas.
- On-street parking is prohibited.

The parking standards for the minimum number of parking spaces required for each use or equivalent use in the GCCE shall be as follows. All uses not specifically listed or substantially equivalent to a listed use are subject to the number of parking spaces required as defined by the Zoning Code that is in effect at the time a project is submitted.

**Table 2-4
Parking Standards¹**

Use	Standard
Community shopping center, including those with restaurants	5.5 spaces per 1,000 square feet of net leasable floor area. ²
Hotel	1 space per hotel room plus two additional spaces for managers
Restaurants and other eating establishments including drive-thru	1 space per 45 square feet of public serving and seating area
Professional office (e.g. financial, real estate, medical office, etc.)	1 space per 200 square feet of professional office area. ²
Light assembly/light manufacturing/light industrial	1 space per 250 square feet of office area, plus 1 space per 500 square feet of fabrication area, plus 1 space per 1,000 square feet of storage area.
Hospitals and Clinics	1 space per 2 patient's beds, and one space per vehicle owned and operated by the hospital or clinic plus one space per staff member of largest shift
Medical and Dental Offices	1 space per 200 square feet of net leasable floor area
Warehousing/distribution ³	1 space per 250 square feet of office area, plus 1 space per 1,000 square feet for to the first 40,000 square feet of building space and 1 space per 4,000 square feet beyond the initial 40,000 square feet.

Notes:

¹ Additional parking that may be required based upon the specific tenant - beyond those that are provided at construction - must be designed to comply with the parking ratios listed in the City of Eastvale Zoning Code.

² Where multiple tenants and/or uses occupy the same building, the parking shall be calculated based upon the floor area of each tenant. In the event that all or some of the tenants are not known, City staff, in concert with the developer/property owner, shall make assumptions as to the mixture of likely tenants to establish a base level of parking.

³ A maximum of 15% of the required parking spaces may be located within truck parking areas without meeting the landscape and shade requirements as defined by the Zoning Code that is in effect at the time a project is submitted. This in no way limits the amount of passenger vehicles that may park in truck parking areas if the parking requirements of the City of Eastvale Zoning Code are met.

Development Criteria

Parking - Shared

- The implementation of a shared parking agreement is intended to serve tenants with distinctly different peak hour parking demands.
- Sufficient evidence shall be presented to the Planning Director to demonstrate that no substantial conflict in the principal hours or periods of peak demand will exist between the uses or structures which propose to share parking.
- The uses or buildings for which an application for shared parking is being made shall be located within 150 feet of the parking area to be shared.
- No more than 50 percent of the parking space requirement shall be met through shared parking.
- Parties sharing off-street parking facilities shall provide evidence of a reciprocal parking agreement for the joint use by a legal instrument approved by the Planning Director.
- **Uses within Planning Area 4, which exceed the 40,000 square foot requirement, shall present a parking analysis to the Community Development Director for review and approval.**

Parking – Off-Site

- Off-site parking shall be constructed and landscaped to the same standards that apply to on-site parking.
- Off-site parking shall be provided for a particular user or parcel with access controlled via signage entry controls or other means specified through the conditional use permit process.
- The design and layout of off-site parking shall be subject to approval of a Major Development Review per the Eastvale Zoning Code.

Loading

- In the Business Park Land Use Planning Areas, each tenant is permitted a maximum of one dock high loading door per 8,000 square feet (maximum 5 dock-high doors per 40,000 square feet) and up to 2 roll-up doors.
- Loading docks shall not be located directly in front of a driveway unless there is a minimum of 150 feet of separation between the dock and the driveway.
- A minimum of 120 feet unobstructed clearance, measured perpendicularly from the face of the truck loading door, shall be required for loading areas.
- Dock high doors and roll-up tenant doors will be screened with landscape treatment to prevent visibility from the public-right-of-way.

Performance Standards

Sustainability

- The GCCE shall be developed to meet the California Green Code building standards adopted by the City. It should be noted that this plan already incorporates several sustainable features including:
 - Green infrastructure to collect stormwater on-site through the use of stormwater management practices such as the incorporation of infiltration basins and bioswales.
 - Sustainable landscaping and efficient irrigation practices to promote water conservation and reduce water demand.
 - Building-level sustainability practice related to indoor/outdoor air quality, lighting, and building envelope.
 - Resource conservation practices addressing water, energy heating, ventilation and air conditioning (HVAC), mobility, and solid waste.

Electric Vehicle Charging Station - Small: A station that is designed and operated as a use ancillary to the primary permitted use on the site (such as a single family residence, condominium, apartment, office building, commercial retail, parking lot, garage or structure) in order to deliver electricity to personal or commercial passenger vehicles and trucks owned or operated by individuals who either reside or work on the site or are guests on the site where the charging station is located.

Electric Vehicle Charging Station - Large: A station that is designed to charge personal passenger vehicles and trucks and/or commercial passenger vehicles and trucks which is open to the public, whether with or without the payment of fees, subscriptions or monetary charges for the service. A "large electric vehicle charging station" includes the electrical and mechanical equipment as defined in Article 625 of the California Electrical Code, and any subsequent amendments, that is necessary to delivery electricity from a source outside an electric vehicle into a plug-in electric vehicle. It does not include ancillary equipment and facilities that are not directly necessary for the charging of plug-in electric vehicles, including but not limited to, canopies (with or without solar panels), patronage resting facilities, commercial sales kiosks or buildings, public restrooms, family amenities or pet amenities. Such ancillary equipment and facilities are not subject to the expedited application and permitting requirements as referenced in Chapter 110.96 of the Eastvale Municipal Code, electric vehicle charging systems, but shall be subject to the applicable development review process as referenced in Section 120.02.010 of the Eastvale Municipal Code, development review.

Warehousing / distribution: The receipt and temporary stocking of products (goods) to be redistributed to retailers; ~~or wholesalers; where no retail sales is conducted or directly to customers.~~

Wholesaling: This includes the movement and storage of raw materials, work-in- process inventory and finished goods from a point of origin to point of consumption. Uses would include goods movement (import, export and sales of product). ~~These activities shall occur within an enclosed building and typically do not result in large amounts of noise, dust or smoke that can occur with some industrial uses.~~

ORDINANCE NO. 26-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA AMENDING CHAPTER 2 AND APPENDIX B OF THE GOODMAN COMMERCE CENTER AT EASTVALE SPECIFIC PLAN COVERING APPROXIMATELY 205 ACRES OF THE REAL PROPERTIES LOCATED GENERALLY NORTH OF BELLEGRAVE AVENUE, SOUTH OF CANTU-GALLEANO RANCH ROAD, EAST OF HAMNER AVENUE, AND WEST OF I-15, BORDERED BY THE CITY OF ONTARIO TO THE WEST

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

SECTION 1. The proposed Specific Plan Amendment is not subject to further California Environmental Quality Act (CEQA) review as the proposed changes to the Specific Plan do not introduce new uses which would create impacts not already addressed and mitigated in the Final Environmental Impact Report for the Specific Plan (SCH# 2011111012) certified by the City Council through Resolution No. 14-32 and adopted on June 11, 2014. The Notice of Determination filed for the adoption of the Specific Plan in November 2014 remains valid for the proposed Specific Plan amendment.

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

SECTION 3. Pursuant to the City of Eastvale Zoning Code, the following findings pertaining to the adoption of a Specific Plan Amendment (Project No. PLN25-20068) to the Goodman Commerce Center at Eastvale Specific Plan are required:

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

Evidence: The changes contained in the Specific Plan amendment are consistent with the General Plan Goals, policies, and implementation programs. The proposed changes in intended to allow certain land uses, primarily located in the Business Park land use category, to exceed the existing maximum area requirement for a single tenant. Additionally, the amendment proposes technical and clarifying changes to Appendix B Glossary and Chapter 2 – Development Criteria, which includes Table 2-2 Permitted Uses, Table 2-3 Development Standards, the Parking, Loading, and Access section. These changes are intended to promote the General Plan Goal PC-3: Promote economic growth within the City to provide employment opportunities and goods and services to local residents.

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

Evidence: Section 2.5 of the Eastvale Zoning Code identifies mandatory contents of the Specific Plan such as a description of the site, available public services and facilities, capacity of existing and planned circulation system, proposed land uses, development standards for each land use categories, a time schedule for development, procedure for review of proposed development, etc. The revisions to Chapter 2 and Appendix B meet the requirements of the Zoning Code for specific plan content.

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

Evidence: The proposed amendment to the Goodman Commerce Center at Eastvale Specific Plan has been reviewed to ensure that the plan contains the mandatory context required under Section 2.5 of the Eastvale Zoning Code. The proposed amendment to the Specific Plan meets or exceeds all applicable City Standards.

SECTION 5. Specific Plan Amendments. Chapter 2 and Appendix B of the Goodman Commerce Center at Eastvale Specific Plan is hereby amended as shown in Exhibit A hereto.

SECTION 6. 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 7. Effective Date. This ordinance shall take effect thirty (30) days after its passage by the City Council.

SECTION 8. 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 28th day of January, 2026.

Jocelyn Yow
Mayor

APPROVED AS TO FORM:

ATTEST:

Erica Vega
City Attorney

Marc A. Donohue, MMC
City Clerk

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

I, Marc A. Donohue, City Clerk of the City of Eastvale, California, do hereby certify that the foregoing Ordinance No. 26-02, was introduced at a regular meeting of the City Council of the City of Eastvale held on the 28th of January, 2026, and was passed by the City Council of the City of Eastvale at a regular meeting held on the 11th of February, 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Marc A. Donohue, MMC
City Clerk

Exhibit A:

Chapters 2 and Appendix B of the Goodman Commerce Center at Eastvale Specific Plan

Permitted Uses

Table 2-2, *Permitted Uses*, establishes the regulations for uses allowed in each land use area. Uses are either: permitted-by-right (P), conditionally permitted (C), or prohibited (X). Conditionally permitted uses require the approval of a Conditional Use Permit per the Eastvale Zoning Code.

Those uses not specifically listed in Tables 2-2 and 2-3 are subject to a determination by the Planning Director per Section 3.1.C of the Eastvale Zoning Code.

Table 2-2 - Permitted Uses	CR ¹	I ² BP	H(O) ³
Office Uses			
Administrative and professional offices or services (e.g., medical, doctors, physical therapy, chiropractic, financial planners, banks, insurance, real estate, architects)	P	C	P ⁵
Laboratories	P	P	P ⁵
Vehicle Related Uses			
Alternative fuel fueling station in the Industrial land use area, <u>excluding electric vehicle charging</u> (the sale of ancillary goods such as food, alcohol, drinks, and merchandise is not permitted)	X	C	X
Automobile or boat parts and supplies stores (new and used)	P	X	X
Automobile service and repair, major – <u>indoor only</u> (e.g., bodywork, engine and drive train, painting)	X	C	C ⁵
Automobile service and repair, minor – <u>indoor only</u> (e.g., oil change, tires, tune-ups, stereo installation)	C	X	C ⁵
Car, RV, truck, boat sales – <u>indoor only</u> (new and used), (auctions in I only)	C	C	C ⁵
<u>Car, RV, truck, boat sales – indoor auctions only (new and used)</u>	<u>X</u>	<u>C</u>	<u>X</u>
Car washes	P	X	C
<u>Electric Vehicle Charging Station, small</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Electric Vehicle Charging Station, large</u>	<u>P</u>	<u>P</u>	<u>P</u>
Gasoline service stations, without sale of beer and wine	P	C	C
Gasoline service stations, with sale of beer and wine	C	C	C
Off-site parking	C ⁴	C ⁴	C ⁴
Vehicle/boat/leasing/rental	C	C	X
Vehicle rental	C	C	C
Industrial Uses			
Manufacturing, Light	X	P	P ⁵
Manufacturing, Heavy	X	P	C
Mini-storage	X	P	C
Warehousing/distribution	X	P	X
Construction equipment sales, repair and incidental retail sale of spare parts (operations shall occur within an enclosed building)	X	P	P ⁵
Wholesaling (these activities shall occur within an enclosed building and typically do not result in large amounts of noise, dust or smoke that can occur with some industrial uses)	X	P	P ⁵
Eating, Drinking Establishments			
Bars/cocktail lounges/night clubs	C	X	C
<u>Breweries, wineries, and distilleries with on-site tasting</u>	<u>C</u>	<u>X</u>	<u>C⁵</u>
Catering establishment, commercial kitchen	P	X	P
Restaurants and other eating establishments, no drive-thru	P	X	P
Restaurants and other eating establishments, with drive-thru	C	X	C

Table 2-2 - Permitted Uses	CR¹	I²	BP	H(O)³
Entertainment				
Auditoriums, convention halls, concert halls, movie and concert theaters, performing art venues	P	X	C ⁵	
Indoor Fitness and Sport Facility <8,500 sqft: Predominantly participant sports and health activities conducted entirely within an enclosed building. Typical uses include billiard parlors, athletic clubs, and health clubs.	P	P	P	P
Indoor Fitness and Sport Facility >8,501 sqft: Predominantly participant sports and health activities conducted entirely within an enclosed building. Typical uses include bowling alleys, billiard parlors, indoor racquetball courts, indoor climbing facilities, athletic clubs, and health clubs.	C	C	C ⁵	C
Indoor Amusement/Entertainment Facility: Establishments providing indoor amusement and entertainment services as primary uses for a fee or admission charge, including dance halls and ballrooms and electronic game arcades.	P	C	C ⁵	
Medical				
Hospital	X	X	X	C
Medical offices (doctors, dentists, chiropractic, physical therapy, outpatient surgery, health clinics (walk-in, urgent care), acupuncture/acupressure)	P	C	P ⁵	P
Personal Services				
Banking and financial institutions	P	X	P	
Miscellaneous services, such as barbers, nail shops, dry cleaners, locksmiths, tailors, shoe repair, massage, etc., which are typically used by the average person	P	X	P ⁵	
Professional Office	P	X	P	
Laundromats (self-serve)	P	X	P	
Contractors (e.g., construction, plumbing, janitorial, drywall, communications, HVAC, electrical and engineering), with storage outside of a building	C	P	C	
Contractors (e.g., construction, plumbing, janitorial, drywall, communications, HVAC, electrical and engineering), with storage enclosed within a building	P	P	P ⁵	
Cigar, Hookah, Cigarette, Tobacco, and Electronic Cigarette Sales or Lounges	C	X	C	
Tattoo parlor	C	X	C	
Schools, Business and Professional, including Art, Barber, Beauty, Dance, Drama, Music and Swimming	C	X	C ⁵	
Photography or portrait studio, by appointment only	P	X	P	
Spas, gazebos, and aboveground pools, sale of enclosed within a building	P	X	P	
Retail Uses				
Alcohol retail sales, on- or off-site	C	C	C	
Clay products	P	P	P	
Commercial day care centers	P	X	P ⁵	
Pet day care centers – indoor only (with or without boarding)	X	X	C⁵	
Copy centers/postal service centers/blueprinting	P	X	P	
Equipment rental/sales/service yard	P	P	P	

Table 2-2 - Permitted Uses

	CR ¹	I ²	BP	H(O) ³
General retail sales (e.g., clothing, department stores, electronics, art, books, discount stores, flower shops, drug stores, convenience stores, and supermarkets) in stores of less than 80,000 square feet	P	X	P ³	
Retail stores (larger than 80,000 square feet)	P	C	X	
Hotels	P	X	P	
Live entertainment and dancing	C	X	X	
Nurseries/garden supplies	P	X	X	
Office equipment/supplies	P	X	P ³	
<u>Spas, gazebos, and aboveground pools, sale of enclosed within a building</u>	<u>P</u>	<u>X</u>	<u>P³</u>	
Veterinary services, pet grooming (no boarding)	P	X	P ³	
Farmers markets	C	X	C	
Bottling and bottle washing, enclosed within a building	X	P	P	
Public/Quasi-Public Uses				
<u>Civic/city related uses (e.g. City Hall)</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>Police and fire stations</u>	<u>P</u>	<u>P</u>	<u>P</u>	
Religious Institutions	P	X	P ³	
Libraries	C	X	C	
Wireless telecommunication facilities (subject to Development Plan Review per Eastvale Zoning Code)	P	P	P	
Clubs or lodges	P	X	P	

Legend:
P = Permitted-by-right C = Conditionally permitted X = Prohibited CR = Commercial Retail BP = Business Park I = Industrial

Notes:
¹ CR may include an approximately 130 room hotel on 2.5 acres anywhere within the planning area.
² Ancillary uses to the main use, such as offices, storage, and meeting rooms in the Industrial area or small retail spaces in the Business Park area, are permitted provided they are supportive of the main business and do not exceed 1/3 of the total floor area of the tenant space.
³ In the Hospital overlay area, all uses in the underlying designations (Commercial Retail, Industrial, and Business Park) are permitted as shown in this table.
⁴ Planning Area 5 only
⁵ A single tenant may exceed the 40,000 square foot maximum if at least 1,200 sf of the occupied floor area is designed, constructed, and maintained as publicly accessible customer-facing space. This space must be actively used for public interaction, such as showrooms, retail display areas, wholesale material displays, vehicle or home improvement design centers, or indoor recreational facilities, and must be open to the public during operating hours.

Prohibited Uses

The following uses have been determined to be inappropriate in this Specific Plan and are prohibited in all land use planning areas.

- Abattoir (slaughterhouse)
- Auto wrecking
- Check-cashing and payday advance
- Junk or salvage yard
- Hazardous materials processing, treatment, or storage
- Kindergarten through 12th grade schools
- Motels (temporary lodging with exterior room doors and halls)
- Outdoor manufacturing, processing or similar outdoor activities
- Recycling facilities
- Residential uses including caretaker units
- Single-room occupancy units
- Medical Marijuana Dispensary

Development Criteria

Development Standards

The following development standards are City regulations for each land use area established in this Specific Plan.

Table 2-3 Development Standards

	Commercial Retail	Industrial	Business Park ¹	Hospital Overlay
Building Site Specifications				
Min. lot size	None	40,000 s.f.	10,000 s.f.	Least restrictive standard applies
Min. lot width	75 ft.	200 ft.	75 ft.	
Min. landscape cover ²	15%	10%	15%	15% for Hospital development
Landscaped Setback ^{3,4}				
From Cantu-Galleano	15 ft. to parking, 15 ft. to buildings			NA
From Hamner	15 ft. to parking, 15 ft. to buildings			
From Bellegrave	30 ft. to parking, 30 ft. to buildings			NA
From Internal Streets A and B	20 ft. to parking, 30 ft. to buildings			
From Caltrans I-15 ROW	30 ft. to parking, 40 ft. to buildings			NA
Height				
Max. height ^{5,6}	50 ft. (75 ft. ⁷)	55 ft. ⁸	50 ft. ⁸	125 ft.
Building Separation ⁹				
Min. side	25 ft.	25 ft.	25 ft.	25 ft.
Min. front entries	25 ft.	25 ft.	25 ft.	25 ft.
Min. rear	25 ft.	25 ft.	25 ft.	25 ft.

Notes:

NA – Not applicable

¹There is a maximum area of 40,000 square feet for a single-tenant building or 40,000 square feet for each tenant in a multi-tenant building ([Except as otherwise provided in Table 2-2 – Permitted Uses](#))

²See the landscape provisions in this Chapter and in Appendix A, *Plant Palette*, for greater detail.

³All building and landscaping setbacks shall be measured from the right-of-way line, as defined by the Zoning Code that is in effect at the time a project is submitted.

⁴Landscaped setbacks accommodate landscaping, fences, walls, signs, entry monuments, benches, and other similar elements. Conceptual landscaped setbacks are depicted on Figures 2-3 to 2-9.

⁵Maximum building height is defined as the height from finished grade to the top of the roof pitch or top of parapet, whichever is greater. There is no limit on the number of stories within the maximum building height.

⁶Uninhabitable architectural features, such as towers, may exceed the maximum height limit of the Commercial Retail and Business Park area by 20 percent, and mechanical penthouses may exceed the maximum height limit by 10 percent.

⁷The maximum building height for hotels in the Commercial Retail land use area is 75 feet.

⁸The maximum height at the setback line is 55 feet. For each foot of additional setback provided, an additional foot of height is permitted up to a maximum of 60 feet to the roof peak or top of parapet wall. A height between 61 and 150 feet may be permitted as detailed in the City of Eastvale Zoning Code that is in effect at the time a project is submitted.

⁹Building separation is measured between the nearest exterior walls of two adjacent, non-attached structures. Non-habitable projections, such as eaves, bay windows, and architectural detailing, may extend two feet into the separation area.

Standards Applicable to All Uses/Development

The following standards apply as shown below.

Antennas

- A satellite antenna may be installed on a lot in any zoning district provided that:
(1) it is not located in a required setback from a street; (2) the antenna or satellite antenna is located on the rear one-half of the lot (if roof mounted), and; (3) the antenna does not exceed 10 feet if installed on the ground or, if roof mounted and screened, as defined by the Zoning Code that is in effect at the time a project is submitted, the maximum building height for the district in which the satellite antenna is located.
- Antennas and Direct Broadcast Satellite (DBS) are permitted to be installed in locations that are not readily seen from neighboring properties or from public streets.
- Wireless communication facilities shall comply with the standards as defined by the Zoning Code that is in effect at the time a project is submitted.

Lighting - Exterior

The exterior lighting standards listed below are intended to provide illumination, highlight unique features, and provide security in a manner that does not impact light-sensitive uses, such as residences.

- Parking areas shall have lighting that provides adequate illumination for safety and security as approved by the City of Eastvale Building Department. At a minimum, parking lot lighting fixtures shall maintain 1 foot-candle of illumination at ground level at any location within the parking facility, excepting at convenience markets, where the standard is a minimum of 1.5 foot-candles.
- The maximum level of exterior light at any property line is 1 foot-candle and 0.5 foot-candle at any residential property line.
- Exterior lighting fixtures shall utilize energy-efficient fixtures.
- Exterior light fixtures, including those in parking and loading areas, shall not exceed 25 feet in height above finish grade and shall be consistent with the architectural theme of the facility served.
- All exterior lighting, including security lighting, shall be directed away from adjoining properties and the public right-of-way.
- All lighting fixtures, other than pedestrian walkway lighting of approximately 3 feet in height, shall be shielded (equipped with glare reflector shields designed to redirect spill lighting down and away from surrounding areas) such that no light is emitted above the horizontal plane of the bottom of the light fixture.

- Office, hotel, and commercial structures shall incorporate shielded exterior lighting to illuminate significant exterior architectural features, signage, and unique landscape features.
- Where security may be an issue, motion-sensitive lights or other alternatives acceptable to the City shall be used to provide security lighting for loading docks, outdoor storage areas, and other areas used intermittently at night.

Parking, Loading, and Access

- Disabled parking shall be provided per the requirements of the California Building Code.
- All commercial sites shall be evaluated for parking on a project-by-project basis per requirements in Table 2-4. Prior to the establishment of any use, City staff shall review the proposal in relation to the approved site plan to ensure there is adequate parking. In the event that there is not enough parking to satisfy the proposed use, the applicant may propose any combination of:
 - Parking lot restriping (staff-level approval)
 - Parking management strategies, such as employee parking, reserved parking, valet parking, or other acceptable measures (CUP required)
 - Shared parking analysis, prepared by a traffic engineer, to be used as the basis for calculating parking requirements for the center (CUP required)
- All large commercial uses of 15,000 square feet or greater, except medical, require one loading space unless otherwise noted.
- Standard parking stalls shall be designed in accordance with the standards as defined by the Zoning Code that is in effect at the time a project is submitted.
- Up to 20 percent of all parking spaces may be compact spaces with minimum stall dimensions of 8 feet wide and 16 feet long.
- Each parking space or facility shall have adequate drive aisles and usable turning and maneuvering areas as defined by the Zoning Code that is in effect at the time a project is submitted.
- All parking areas, loading facilities, and drive aisles shall be surfaced and maintained with asphaltic concrete, cement, or other permanent impervious or pervious surfacing material that is acceptable to the City Engineer.
- All drive-through banks, pharmacies, and eating facilities shall have a minimum 150-foot driveway to an ATM or menu board. The drive-through driveway must be designed to provide clearly marked and safe pedestrian crossing to the building entrance(s) and not be located where cars staking may result in blocking ingress/egress to the site.
- Where practical, new developments on separate parcels are encouraged to provide common access and parking areas. Reciprocal parking and driveway easements are encouraged.
- Parking spaces for low-emitting, fuel-efficient, and carpool/van pool vehicles will be provided per the California Green Building Standards Code.
- Parking lots including off-site parkings shall comply with the Eastvale Zoning Code that is in effect at the time a project is submitted except for some of the required parking spaces (up to 15% of required spaces) that are located within the truck parking areas.
- On-street parking is prohibited.

The parking standards for the minimum number of parking spaces required for each use or equivalent use in the GCCE shall be as follows. All uses not specifically listed or substantially equivalent to a listed use are subject to the number of parking spaces required as defined by the Zoning Code that is in effect at the time a project is submitted.

Table 2-4 Parking Standards¹

Use	Standard
Community shopping center, including those with restaurants	5.5 spaces per 1,000 square feet of net leasable floor area. ²
Hotel	1 space per hotel room plus two additional spaces for managers
Restaurants and other eating establishments including drive-thru	1 space per 45 square feet of public serving and seating area
Professional office (e.g. financial, real estate, medical office, etc.)	1 space per 200 square feet of professional office area. ²
Light assembly/light manufacturing/light industrial	1 space per 250 square feet of office area, plus 1 space per 500 square feet of fabrication area, plus 1 space per 1,000 square feet of storage area.
Hospitals and Clinics	1 space per 2 patient's beds, and one space per vehicle owned and operated by the hospital or clinic plus one space per staff member of largest shift
Medical and Dental Offices	1 space per 200 square feet of net leasable floor area
Warehousing/distribution ³	1 space per 250 square feet of office area, plus 1 space per 1,000 square feet for to the first 40,000 square feet of building space and 1 space per 4,000 square feet beyond the initial 40,000 square feet.

- Notes:
- ¹ Additional parking that may be required based upon the specific tenant - beyond those that are provided at construction - must be designed to comply with the parking ratios listed in the City of Eastvale Zoning Code.
 - ² Where multiple tenants and/or uses occupy the same building, the parking shall be calculated based upon the floor area of each tenant. In the event that all or some of the tenants are not known, City staff, in concert with the developer/property owner, shall make assumptions as to the mixture of likely tenants to establish a base level of parking.
 - ³ A maximum of 15% of the required parking spaces may be located within truck parking areas without meeting the landscape and shade requirements as defined by the Zoning Code that is in effect at the time a project is submitted. This in no way limits the amount of passenger vehicles that may park in truck parking areas if the parking requirements of the City of Eastvale Zoning Code are met.

Parking - Shared

- The implementation of a shared parking agreement is intended to serve tenants with distinctly different peak hour parking demands.
- Sufficient evidence shall be presented to the Planning Director to demonstrate that no substantial conflict in the principal hours or periods of peak demand will exist between the uses or structures which propose to share parking.
- The uses or buildings for which an application for shared parking is being made shall be located within 150 feet of the parking area to be shared.
- No more than 50 percent of the parking space requirement shall be met through shared parking.
- Parties sharing off-street parking facilities shall provide evidence of a reciprocal parking agreement for the joint use by a legal instrument approved by the Planning Director.
- Uses within Planning Area 4, which exceed the 40,000 square foot requirement, shall present a parking analysis to the Community Development Director for review and approval.

Parking – Off-Site

- Off-site parking shall be constructed and landscaped to the same standards that apply to on-site parking.
- Off-site parking shall be provided for a particular user or parcel with access controlled via signage entry controls or other means specified through the conditional use permit process.
- The design and layout of off-site parking shall be subject to approval of a Major Development Review per the Eastvale Zoning Code.

Loading

- In the Business Park Land Use Planning Areas, each tenant is permitted a maximum of one dock high loading door per 8,000 square feet (maximum 5 dock-high doors per 40,000 square feet) and up to 2 roll-up doors.
- Loading docks shall not be located directly in front of a driveway unless there is a minimum of 150 feet of separation between the dock and the driveway.
- A minimum of 120 feet unobstructed clearance, measured perpendicularly from the face of the truck loading door, shall be required for loading areas.
- Dock high doors and roll-up tenant doors will be screened with landscape treatment to prevent visibility from the public-right-of-way.

Performance Standards

Sustainability

- The GCCE shall be developed to meet the California Green Code building standards adopted by the City. It should be noted that this plan already incorporates several sustainable features including:
 - Green infrastructure to collect stormwater on-site through the use of stormwater management practices such as the incorporation of infiltration basins and bioswales.
 - Sustainable landscaping and efficient irrigation practices to promote water conservation and reduce water demand.
 - Building-level sustainability practice related to indoor/outdoor air quality, lighting, and building envelope.
 - Resource conservation practices addressing water, energy heating, ventilation and air conditioning (HVAC), mobility, and solid waste.

Electric Vehicle Charging Station - Small: A station that is designed and operated as a use ancillary to the primary permitted use on the site (such as a single family residence, condominium, apartment, office building, commercial retail, parking lot, garage or structure) in order to deliver electricity to personal or commercial passenger vehicles and trucks owned or operated by individuals who either reside or work on the site or are guests on the site where the charging station is located.

Electric Vehicle Charging Station - Large: A station that is designed to charge personal passenger vehicles and trucks and/or commercial passenger vehicles and trucks which is open to the public, whether with or without the payment of fees, subscriptions or monetary charges for the service. A "large electric vehicle charging station" includes the electrical and mechanical equipment as defined in Article 625 of the California Electrical Code, and any subsequent amendments, that is necessary to delivery electricity from a source outside an electric vehicle into a plug-in electric vehicle. It does not include ancillary equipment and facilities that are not directly necessary for the charging of plug-in electric vehicles, including but not limited to, canopies (with or without solar panels), patronage resting facilities, commercial sales kiosks or buildings, public restrooms, family amenities or pet amenities. Such ancillary equipment and facilities are not subject to the expedited application and permitting requirements as referenced in Chapter 110.96 of the Eastvale Municipal Code, electric vehicle charging systems, but shall be subject to the applicable development review process as referenced in Section 120.02.010 of the Eastvale Municipal Code, development review.

Warehousing / distribution: The receipt and temporary stocking of products (goods) to be redistributed to retailers; ~~or wholesalers;~~ where no retail sales is conducted ~~or directly to customers.~~

Wholesaling: This includes the movement and storage of raw materials, work-in- process inventory and finished goods from a point of origin to point of consumption. Uses would include goods movement (import, export and sales of product). These activities shall occur within an enclosed building and typically do not result in large amounts of noise, dust or smoke that can occur with some industrial uses.

CITY OF EASTVALE
CITY COUNCIL NOTICE OF PUBLIC HEARING FOR PLN25-20068
GOODMAN COMMERCE CENTER AT EASTVALE SPECIFIC PLAN
AMENDMENT

NOTICE IS HEREBY GIVEN that the City of Eastvale City Council will hold a public hearing on **Wednesday, January 28, 2026**, at 6:30 p.m. at the Eastvale City Hall Council Chambers located at 12363 Limonite Avenue, Suite 910, Eastvale, CA 91752, to consider the following projects for the Goodman Commerce Center at Eastvale Specific Plan Amendment.

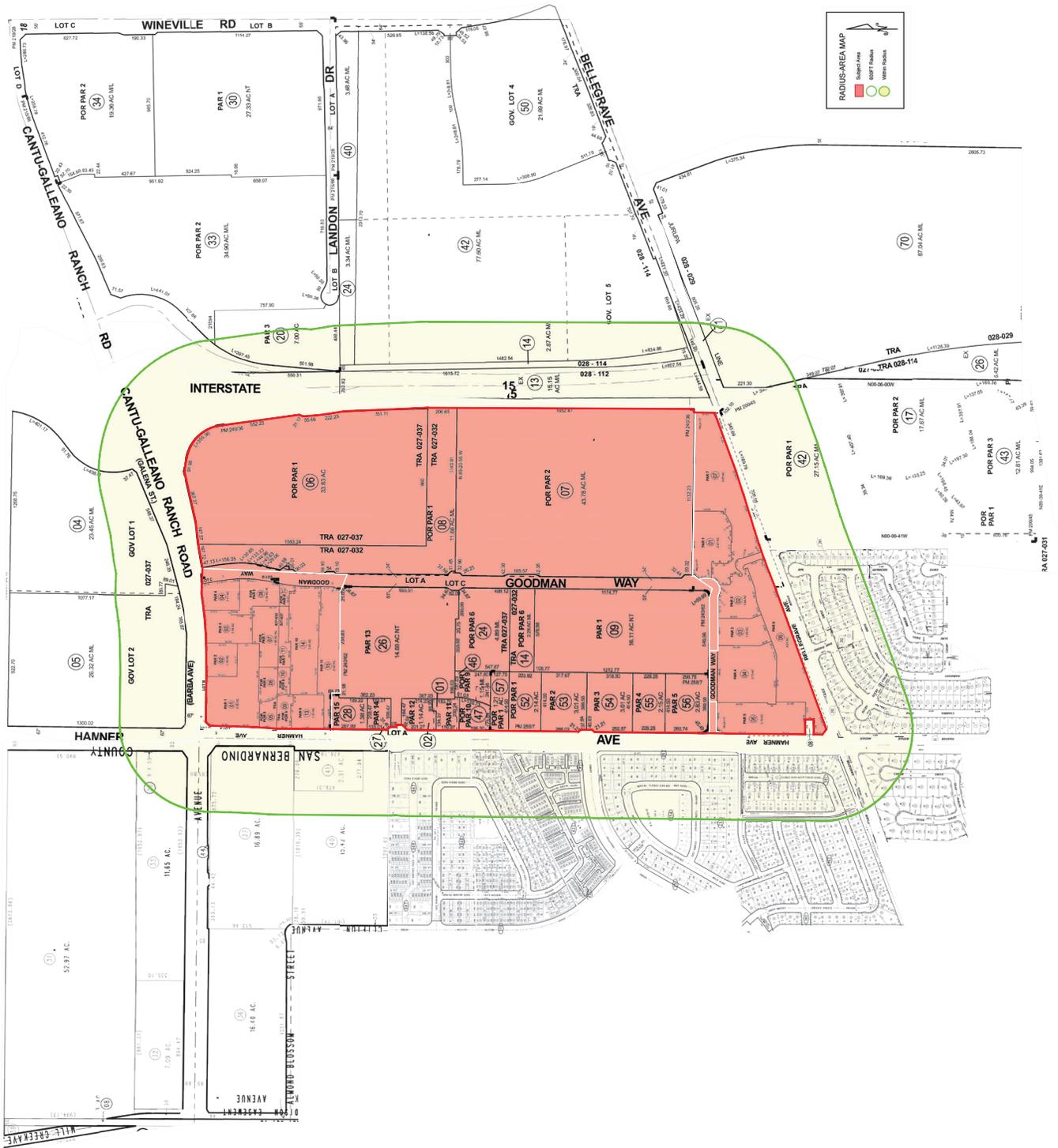
PROJECT DESCRIPTION: The applicant, Tarpon Property Ownership 2, LLC, is requesting a Specific Plan Amendment to the Goodman Commerce Center at Eastvale Specific Plan to allow identified land uses, primarily located in the Business Park land use category, to exceed the existing requirement that a single tenant may only have a maximum 40,000 square foot area. The proposed Specific Plan Amendment will also include further technical and clarifying changes to Appendix B Glossary and Table 2-2 Permitted Uses, Table 2-3 Development Standards, and the Parking, Loading, and Access section of Chapter 2 – Development Criteria.

PROJECT LOCATION: The Goodman Commerce Center at Eastvale Specific Plan is bounded by Cantu-Galleano Ranch Road to the north, I-15 freeway to the east, Bellegrave Avenue to the south, and Hamner Avenue to the west.

ENVIRONMENTAL: The proposed amendment is not subject to additional environmental analysis under the California Environmental Quality Act (“CEQA”) because the proposed changes do not introduce new uses which would create impacts not already addressed and mitigated in the Final Environmental Impact Report for the Specific Plan (SCH# 2011111012) certified by the City Council through Resolution No. 14-32 and adopted on June 11, 2014. The Notice of Determination filed for the adoption of the Specific Plan in November 2014 remains valid for the proposed Specific Plan amendment.

Any person may submit written comments prior to the public hearing or may appear in person before the City Council to be heard. Written comments may be mailed to the City of Eastvale Planning Division located at 12363 Limonite Avenue, Suite 910, Eastvale, CA 91752 or via email to alim@eastvaleca.gov. **For the comments to be presented to the City Council at the meeting, all comments made in writing or via e-mail prior to the public hearing must be received by the City of Eastvale Planning Division no later than Wednesday, January 28, 2026, at 5:30 p.m.** Oral and written comments may be submitted directly to the City Council at the public hearing. If you challenge the project in court, you may be limited to raising only those issues you raised at the public hearing as described in this notice or in written correspondence delivered to the Eastvale City Council prior to or at the public hearing.

If you have any questions on the project, please contact Allen Lim, Senior Planner, at (951) 703-4461 or alim@eastvaleca.gov.





AGENDA STAFF REPORT

City Council Meeting

CONSENT CALENDAR

Agenda Item No. 11.6

February 11, 2026

Designation of Banking Signatories for Citizens Business Bank

Prepared By:

Amanda Wells, Finance Director/City Treasurer

Recommended Action(s)

Staff recommends that the City Council adopt a resolution designating banking signatories with Citizens Business Bank.

Summary

Citizens Business Bank is the city's primary bank. When the city was incorporated, a Citizens Business Bank account was established as the city's first banking account. Previously, staff has authorized certain personnel to sign banking documents on behalf of the city via specific City Council approval. However, in order to remain nimble and move quickly when staff changes, staff recommends tying authority to specific positions rather than specific staff. This will allow newly hired staff in critical positions to be quickly authorized with Citizens Business Bank and avoid service disruptions. Citizens Business Bank will still require specific staff to be superficially assigned as authorized signers, however those staff must occupy a position that was approved by City Council resolution.

Background

The attached resolution authorizes certain City officers, or their successors, as authorized signers on the city's account with Citizens Business Bank. The previous elected officials and staff authorized to transact with Citizens Business Bank were Todd Rigby, Christian Dinco, Mark Orme, Amanda Wells, and Luis De La Hoya. The resolution action will provide the city with seven authorized signer positions under the positions of Mayor, Mayor Pro Tem, City Manager, Finance Director, Finance Manager, Principal Accountant, and Finance Analyst. Citizens Business bank requires two signatures on all transactions and as a result, the city will keep four signers active at all times. Authorized signers are managed through additional forms and correspondence with Citizens Business Bank and

can be updated as needed without additional City Council approval each time a change is required, as long as the position is one of the seven listed above.

Environmental

Government investment and administrative activities 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

Banking is a daily necessity of the city and does not meet a specific strategic goal.

Fiscal Impact

Not applicable.

Prior City Council/Commission Action

Authorized signers were last updated on April 19, 2023.

Attachment(s)

[Attachment 1 - Resolution](#)

RESOLUTION NO. 26-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA,
DESIGNATING BANKING SIGNATORIES FOR CITIZENS BUSINESS BANK**

WHEREAS, the City of Eastvale maintains checking and investment accounts with Citizens Business Bank; and

WHEREAS, banking institutions require City Council approval to make changes to personnel authorized to sign on banking activities and documents; and

WHEREAS, currently, specific officials and staff act as authorized signatories with Citizens Business Bank; and

WHEREAS, the appointment of authorized signers is not automatic and requires the written action of an active authorized signer; and

WHEREAS, four authorized signers will be active at any given time; and

WHEREAS, staff desires to change specific official and staff signature authority to specific titles and positions with the city in order to allow for greater efficiencies when officials and staff change; and

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

SECTION 1. THE FOLLOWING CITY OFFICERS AND EMPLOYEES HOLDING THE TITLE(S) SPECIFIED HEREINBELOW AND THEIR SUCCESSORS IN OFFICE ARE EACH HEREBY AUTHORIZED TO ACT AS AUTHORIZED SIGNERS WITH CITIZENS BUSINESS BANK AND MAY EXECUTE AND DELIVER ANY AND ALL DOCUMENTS NECESSARY OR ADVISABLE IN ORDER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION AND THE TRANSACTIONS CONTEMPLATED HEREBY:

MAYOR	FINANCE MANAGER
MAYOR PRO TEM	PRINCIPAL ACCOUNTANT
CITY MANAGER	FINANCE ANALYST
FINANCE DIRECTOR/CITY TREASURER	

SECTION 2. ANY AND ALL PRIOR RESOLUTIONS OF THE CITY COUNCIL DESIGNATING BANKING SIGNATORIES FOR THE CITY'S CITIZENS BUSINESS BANK ACCOUNTS ARE SUPERSEDED BY THE ADOPTION OF THIS RESOLUTION.

PASSED, APPROVED AND ADOPTED this 11th day of February 2026.

Jocelyn Yow
Mayor

APPROVED AS TO FORM:

ATTEST:

Erica Vega
City Attorney

Marc A. Donohue, MMC
Government Services Director/City Clerk

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

I, Marc A. Donohue, Government Services Director/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 11th day of February 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Marc A. Donohue, MMC
Government Services Director/City Clerk



AGENDA STAFF REPORT

City Council Meeting

CONSENT CALENDAR

Agenda Item No. 11.7

February 11, 2026

Construction Contract Award to Onyx Paving Company Inc. for 2025 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, the lowest responsive, responsible bidder, in accordance with unit bid prices in the amount of \$2,194,000 plus 20% contingency of \$438,800 for the not-to-exceed total of \$2,632,800 for the 2025 Annual Asphalt Concrete Overlay Project; and
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 2025 Annual Asphalt Concrete Overlay Project is for the construction of street improvements construction on various residential streets throughout the City of Eastvale (see Attachment 1 for a location map). The project scope includes grinding existing pavement, placing 1-1/2" 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 January 8, 2026. In accordance with the Public Contract Code, the NIB was also published in the local newspaper on January 16, 2026 and January 19, 2026. Bids were received from eleven (11) general contractors on January 29, 2026. Upon review, City staff determined that Onyx Paving Company, Inc. (Onyx) submitted the lowest responsive and responsible bid, with a total base bid in the amount of \$2,194,000. Onyx holds a valid Class A Contractor's License in the State of California with no enforcement actions and successfully completed the City's 2023 Annual Overlay Project within budget. Staff recommends including a 20% contingency in the amount of \$438,800 bringing the total project cost to \$2,632,800. The Construction Contract is included as Attachment 2.

Construction is anticipated to begin in late February. The contract allows 40 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.

Background

Bid Summary

Bids were advertised on the City’s website, planetbids.com, local newspaper, bid boards and through emails, starting January 8, 2025. Bids were opened on January 29, 2026 and bid results are as follows:

NAME OF BIDDER	BASE BID AMOUNT	ALTERNATIVE BID AMOUNT	GRAND TOTAL (BASE +ALTERNATIVE)
LCR Earthwork & Engineering, Corp	\$2,214,178.90	\$382,765.00	\$2,596,943.90
Onyx Paving Company, Inc.	\$2,194,000.00	\$536,985.00	\$2,730,985.00
Hardy and Harper, Inc.	\$2,416,293.00	\$511,723.00	\$2,928,016.00
Copp Contracting, Inc.	\$2,583,490.48	\$368,983.00	\$2,952,473.48
DASH Construction Company, Inc.	\$2,638,865.10	\$350,783.14	\$2,989,648.24
All American Asphalt	\$2,254,214.00	\$820,916.00	\$3,075,130.00
Calmex Engineering, Inc.	\$2,511,740.30	\$603,743.00	\$3,115,483.30
Vance Corporation	\$2,425,336.32	\$885,308.00	\$3,310,644.32
Sequel Contractors, Inc	\$2,520,253.00	\$999,695.50	\$3,519,948.50
R.J. NOBLE COMPANY	\$2,521,367.70	\$1,277,228.30	\$3,798,596.00
Granite Construction Company	\$3,257,531.20	\$610,216.00	\$3,867,747.20

A total of eleven (11) responsive bids were received, base bids ranging from \$2,194,000.00 to \$3,257,531.20. According to Section B-15 of the project specifications, the 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. was the lowest responsive and responsible bidder with a total base bid amount of \$2,194,000. Onyx Paving Company holds a valid Class A Contractor’s

license in the State of California. 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, Onyx Paving, Inc., qualifies as the lowest responsible bidder as required under state law.

Schedule

The contract allows for a total of 40 working days to complete the required work. The project is anticipated to start in late February and be completed in mid April. 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.

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) 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 2025 Annual Asphalt Concrete Overlay Project is \$2,632,800 which includes:

- Construction contract with Onyx Paving Company, Inc.: \$2,194,000
- 20% contingency: \$438,800

A total of \$5,427,211.69 was previously appropriated in the Fiscal Year 2025–26 budget from the Road Maintenance and Rehabilitation Fund, Measure A Fund, Gas Tax, and a CalRecycle Grant. Therefore, no additional appropriations are necessary at this time to fully fund the project.

Funding Source	Adopted Budget	Account
Road Maintenance Rehabilitation Account (RMRA)	\$3,000,000.00	205-510-6660-93018
Measure A	\$2,151,927.10	210-510-6660-93018
Gas Tax	\$178,494.59	200-510-6660-93018
Cal Recycle	\$96,790.00	240-510-6660-93018
Total Available Budget	\$5,427,211.69	

Prior City Council/Commission Action

On June 11, 2025, the City Council adopted a resolution adopting a list of projects for fiscal year 2025/26 to be funded by Road Repair and Accountability Act of 2017 SB 1.

Attachment(s)

Attachment 1 - Project Map

Attachment 2.1 - Onyx Agreement

Attachment 2.2 - Exhibit B to Construction Contract

Attachment 3 - Proof of Advertisement

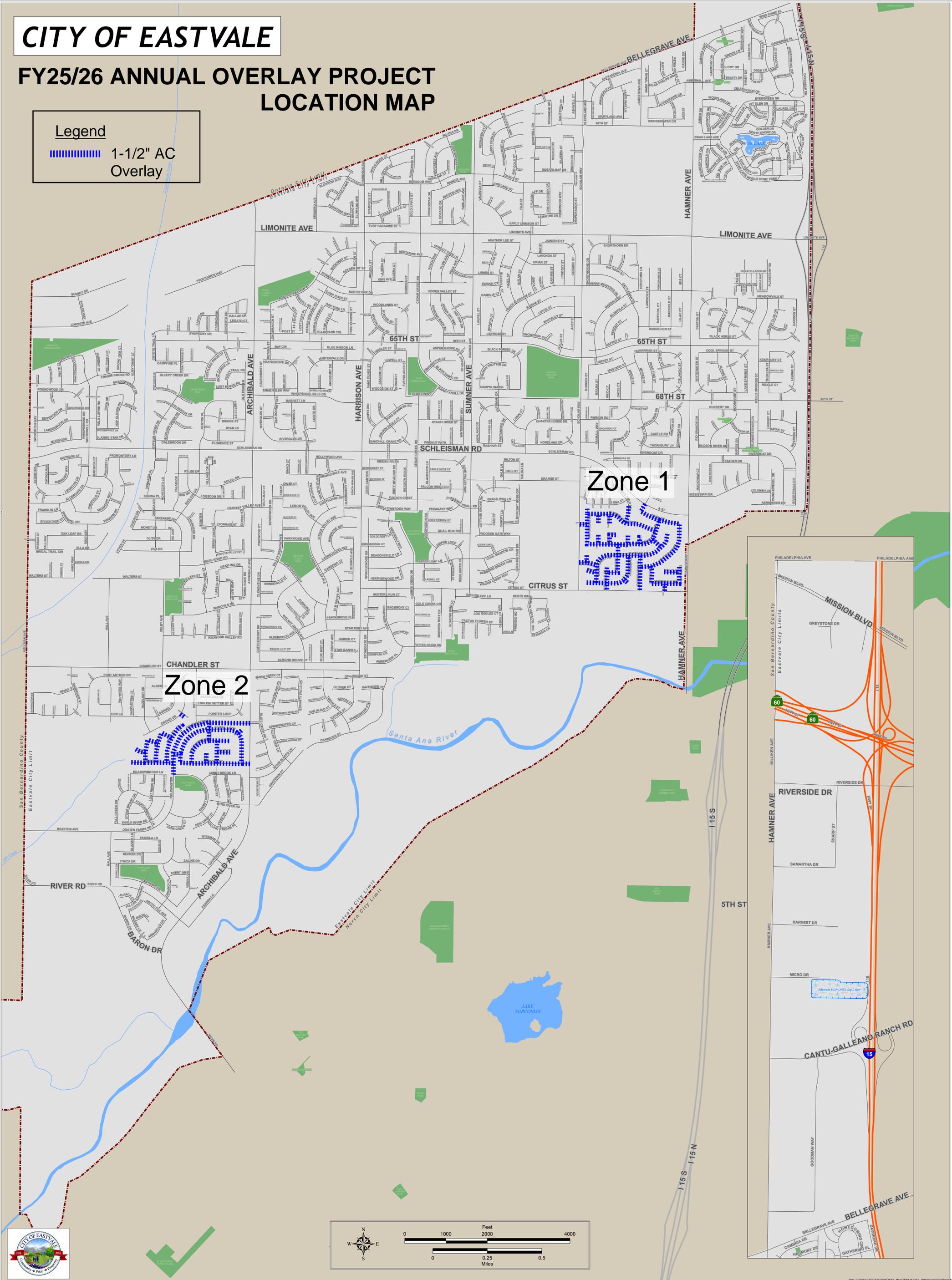
Attachment 4 - NOE

CITY OF EASTVALE

FY25/26 ANNUAL OVERLAY PROJECT LOCATION MAP

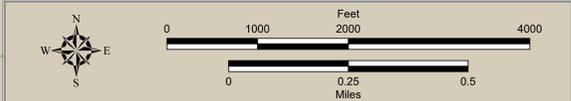
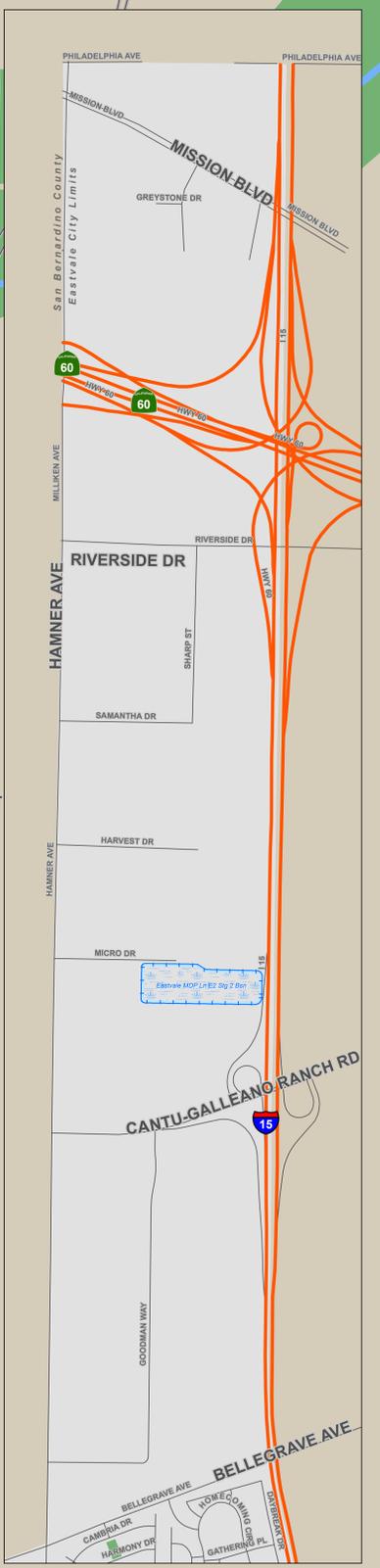
Legend

 1-1/2" AC Overlay



Zone 1

Zone 2



CONTRACT AGREEMENT

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 **Project #93018-2025** 2025 Annual Asphalt Concrete Overlay Project as set forth herein and in Invitation to Bid No. 26-100EG.

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. 26-100EG) and project plans for the 2025 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 **2025 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 Total Contract Price of **TWO MILLION ONE HUNDRED NINETY FOUR THOUSAND DOLLARS AND ZERO CENTS (\$2,194,000.00)** ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City in a total aggregate amount not-to-exceed **FOUR HUNDRED THIRTY-EIGHT THOUSAND EIGHT HUNDRED DOLLARS AND ZERO CENTS (\$438,800.00)**. Any additional expenditures must be approved by the City Manager in writing before they be incurred.

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

Prior to the beginning of and throughout the duration of the Work, Contractor will maintain insurance in conformance with the requirements set forth below. 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. Contractor acknowledges that the insurance coverage and policy limits set forth in this section 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. Contractor shall provide the following types and amounts of insurance:

A. Commercial General Liability Insurance using Insurance Services Office “Commercial General Liability” policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$2,000,000 per occurrence for all covered losses and no less than \$4,000,000 general aggregate.

B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor’s employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.

C. Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer’s liability limits no less than \$1,000,000 per accident or disease.

D. Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured’s liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Best rating of A or better and a minimum financial size VII.

E. Contractors Pollution Liability applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year. If coverage is written on a claims-made form:

(1) The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.

(2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

(3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

(4) A copy of the claims reporting requirements must be submitted to the Entity for review.

(5) If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

F. General conditions pertaining to provision of insurance coverage by Contractor. Contractor and City agree to the following with respect to insurance provided by Contractor:

(1) Contractor agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Contractor also agrees to require all contractors, and subcontractors to do so likewise.

(2) No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

(3) All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

(4) None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved in writing.

(5) 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.

(6) All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any

reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

(7) Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Contractor's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.

(8) Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

(9) It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.

(10) Contractor agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project 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.

(11) Contractor agrees not to self-insure or to use any self-insured retention's or deductibles on any portion of the insurance required herein except as disclosed to and approved by the City and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this Agreement to self-insure its obligations to City. City expressly approves maintenance by the Contractor of a \$100,000 deductible on its current Professional Liability insurance policy.

(12) 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.

(13) For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

(14) 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.

(15) Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

(16) Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

(17). The provisions of any workers' compensation or similar act will not limit the obligations of Contractor under this Agreement. Contractor expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

(18) Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

(19) These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.

(20). The requirements in this Section supersede all other sections and provisions of this Agreement, except Exhibit "D" "Modifications to Contract Documents", to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

(21) Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

(22) Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

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 reinstatement 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 12363 Limonite Ave., Suite 910 Eastvale, CA 91752 Attn: Jimmy Chung, City Engineer	Onyx Paving Company Inc 2890 E. La Cresta Avenue Anaheim, CA 92806 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 “F”, the advertised bid documents, associated addendas, 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

ONYX PAVING COMPANY, INC.

By: _____

Signature

By: _____

Signature

Name

Name

Title

Title

Attest: _____

City Clerk

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 2025 (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: 2025 Annual Asphalt Concrete Overlay Project”
(Project #93018)”

- **Plans titled:**
“2025 Annual Asphalt Concrete Overlay Project”
“Project #93018”

- **Tables Titled:**
“DWS Retrofit Zone 1”
“DWS Retrofit Zone 2”
“Curb Ramp R&R Zone 1”
“Curb Ramp R&R Zone 2”

EXHIBIT "B" BID PROPOSAL

The following Bid Proposal from (Contractor's name) are incorporated into this Contract.

[INSERT BID PROPOSAL]

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 Contractor's 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.

[INSERT CONTRACTOR'S NAME]

By:

[INSERT NAME]
[INSERT TITLE]

EXHIBIT “E” CONTRACT MODIFICATIONS

None

**EXHIBIT “F” SUPPLEMENTAL REQUIREMENTS
[INSERT ANY OTHER FORMS/PROVISION]**

None



CITY OF EASTVALE

12363 Limonite Avenue | Suite 910 | Eastvale, CA 91752
951.361.0900

ADDENDUM NO. 1: REVISED BID SCHEDULE AND Q&A

Date of Addendum: January 22, 2026

REQUEST FOR BIDS (ITB) NO. 26-100EG 2025 ANNUAL ASPHALT CONCRETE OVERLAY PROJECT (CIP Project# 93018)

NOTICE TO ALL BIDDERS AND PLANHOLDERS

Notice is hereby given to Proposers 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 RFP Documents and any previously issued addenda remain in full force and effect except as set forth herein, which is hereby made part of the RFP and resulting Contract Documents.

SECTION 1. REVISED TO BID SCHEDULE :

The Bid Schedule in the Bid documents and “Line items” tab in Planet have been revised to increase qty line 8. The revised Bid Schedule is attached hereto as Exhibit A.

SECTION 2. ADDING EXHIBIT B – 2026 LOCAL OVERLAY :

The City is providing Exhibit B, “2026 Local Overlay Digout Locations” attached here to for bidders reference only.

SECTION 3. Q&A SET:

Clarifications and answers to questions submitted by the deadline are as follows:

1. Q: What is the Engineer’s Estimate?
A: *The engineer’s estimate is 2.35 million dollars.*
2. Q: Will the engineer’s estimate available?
A: *See response to Question No. 1.*
3. Q: May we know the engineer’s estimate?
A: *See response to Question No. 1.*
4. Q: Would it be possible to reduce the liquidated damages amount to \$500 per day?
A: *No, we cannot reduce the liquidated damages amount.*
5. Q: Would it be possible to reduce the liquidated damages amount to \$500 per day?
A: *See response to Question No. 4.*
6. Q: May we know the engineer's estimate for this project?



CITY OF EASTVALE

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951.361.0900

A: *See response to Question No. 1.*

7. Q: What is the Engineer's Estimate?

A: *See response to Question No. 1.*

Prepared by:

Larissa Lopez, Purchasing Division

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.



**INVITATION TO BID (ITB) FOR
2025 ANNUAL ASPHALT CONCRETE OVERLAY PROJECT
(Project #93018)**

Bid No. 26-100EG

*To include Plans titled:
"2025 ANNUAL ASPHALT CONCRETE OVERLAY PROJECT"*

Deadlines for Prospective Bidders:

Questions due: 2:00 PM on January 20, 2026

Bids due: 2:00 PM on January 29, 2026

All times are Pacific Standard Time

**CITY OF EASTVALE
City Hall
12363 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 pm** local time on **January 29, 2026**, for furnishing all labor, material, tax, transportation, equipment, direct and indirect costs, and services necessary for the:

2025 Annual Asphalt Concrete Overlay Project, Project #93018

Immediately after 2:00 PM, on January 29, 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, 1-1/2" placement of rubberized asphalt concrete, localized street reconstruction, curb ramp improvements for accessibility, 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 Invitation to Bid Documents

Plans, specifications and other contract documents may 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.

A-3. Submission of Bids

Bids must be submitted on the City's Bid Forms available to registered vendors at www.eastvaleca.gov by selecting "Bids & RFP's" at the top right-hand corner of the home page or directly through PlanetBids at <https://vendors.planetbids.com/portal/43976/portal-home>. No bid will be considered for award unless properly and successfully submitted through the electronic bid management system by the date and time specified on the cover page of the Invitation to Bid documents. All bids must be signed by an authorized representative.

Electronic modifications to or withdrawal of bids may be made by the bidder prior to the bid closing deadline. 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 or by any other method 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

Prior to the close of the electronic submittal of the bid proposal, the City shall receive 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, certified check, 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. It is the bidder's responsibility to request and coordinate the return of any cashier's or certified checks.

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:

- **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 Finance Department/Purchasing in a sealed envelope with the exterior prominently marked with the Bidder's name, Project Name and Bid Number to the address shown below:

City of Eastvale – Finance Department/Purchasing
Attn: Larissa Lopez
12363 Limonite Ave, Suite 910
Eastvale, CA 91752

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.

A-6. Award

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. To ensure that all documentation is completed for the Cal Recycle requirement described in the technical specifications, all asphalt rubber hot mix (ARHM) work in Zone 1 shall be completed during spring break March 30 – April 3, 2026.

The City reserves the right to waive any irregularity in the proposals. No bid may be withdrawn for a period of sixty (60) 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).

CITY OF EASTVALE, CALIFORNIA

Date: 01/08/2026

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 PlanetBids 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 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 Finance Department/Purchasing in a sealed envelope with the exterior prominently marked with the Bidder's name, Project Name and Bid Number to the address shown below:

City of Eastvale – Finance Department/Purchasing
Attn: Larissa Lopez
12363 Limonite Ave, Suite 910
Eastvale, CA 91752

B-7. List of Subcontractors

(a) 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:

(1) 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.

(2) 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.

(3) 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.

(b) 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

Only contractors who have actually submitted a bid may file a "protest" to an Invitation to Bid with the City's Purchasing Department. 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 entirely pursue their own protest. In order for a Bidder's protest to be considered valid, the protest must:

- (a) Be filed in writing before 4:30 p.m. on the fifth (5th) calendar day following Bid opening.
- (b) 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.

- (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.

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. If the protest does not comply with each of these requirements, it will be rejected as invalid. 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.

If the protest is valid, the City's Project Manager, or other designated City staff member, shall review the basis of the protest and all relevant information. 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. The decision from the Purchasing Manager, or their designee, is final and no further appeals will be considered.

B-15. 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-16. 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-17. 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-18. 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-19. 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. It is the Bidder's responsibility to request and coordinate the return of any bid bonds or or cashier's or certified checks.

B-20. 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-21. 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 Forty (40) working days. All rubberized asphalt work (ARHM) in Zone 1 shall be completed during the week of spring break, March 30 – April 3, 2026.**

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-22. 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.

B-23. Escrow of Bid Documents

Upon award of the job to the successful bidder, and at the time of execution of this Contract, Contractor shall present all documentation used by the successful bidder in arriving at the bid upon which the Contract was awarded ("Bid Documentation") to the City Engineer's office. Such documentation shall be presented in a sealed envelope or box. Notice to Proceed will not be granted until City receives notice that such documentation has been received. This Bid Documentation shall include, but not be limited to any documents, pictures, or writings which relate to, arise out of, or constitute in any way notes, memoranda, phone logs, subcontractor and materialmen estimates, computations, or the like used by, complied by, or drafted by the successful bidder or its agents in arriving at its bid for the Project.

B-24. Preconstruction Conference

A Preconstruction Conference will be convened after the Contractor has delivered the necessary bonds, insurance certificates and signed agreement in proper form as required in the invitation to bid, bid proposal and general conditions of these specifications. Prior to any work, the Contractor shall provide the City Engineer with a list of key personnel assigned to the project and the telephone numbers where they may be reached at any time. The list shall be made available in sufficient copies and presented at the Preconstruction Conference. No work shall take place on the project site without a Preconstruction Conference.

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: **2025 Annual Asphalt Concrete Overlay Project, #93018**

From:

NAME OF BIDDER ONYX PAVING COMPANY, INC.

BUSINESS P.O. BOX N/A

CITY, STATE, ZIP N/A

BUSINESS STREET ADDRESS 22707 LA PALMA AVE
(Please include even if P.O. Box used)

CITY, STATE, ZIP YORBA LINDA, CA 92887

TELEPHONE NO: **AREA CODE** (714) 632-6699

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) No. 1000004798

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:

<u>Two million one hundred ninety-four thousand</u>	<u>\$ 2,194,000</u>
Words <u>dollars even.</u>	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 before the expiration of 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 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 copartnership, 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.,

RICHARD DEVOS - CFO, JAY KIRSCHNER - VP, SEC, TREAS.

Licensed in accordance with an act providing for the registration of contractors:

License No. 630360 Classification(s) A, C12

ADDENDA - This Proposal is submitted with respect to the changes to the contract included in addenda number/s: 1

(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: 1/26/2026

ONYX PAVING COMPANY, INC.

COREY R. KIRSCHNER - CEO



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

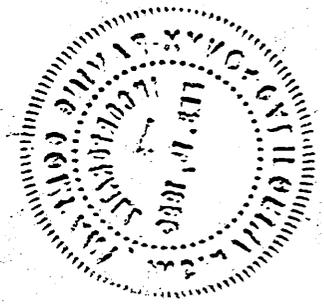
Place of Residence 22707 LA PALMA AVE, YORBA LINDA, CA 92887

SEE ATTACHED NOTARY ACKNOWLEDGEMENT

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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 January 26, 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.



Signature Leslie Rocha
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: _____

- 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: _____

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.

2025 ANNUAL ASPHALT CONCRETE OVERLAY PROJECT #93018					
BASE BID					
Item No.	Description	Units	Est. Quantity	Unit Price	Total Price
1	MOBILIZATION	LS	1	28,000	28,000
2	TRAFFIC CONTROL SYSTEM	LS	1	82,000	82,000
3	PUBLIC NOTIFICATION	LS	1	2,800	2,800
4	WATER POLLUTION CONTROL PLAN	LS	1	8,200	8,200
5	CONSTRUCTION SURVEY AND MONUMENT PRESERVATION	LS	1	82,000	82,000
6	RETROFIT TRUNCATED DOMES ON EXISTING SURFACES	EA	65	777	50,505
7	REMOVE AND RECONSTRUCT CURB RAMPS	EA	30	6,369	191,070
8	DEEP DIG OUT - COLD MILLING (UP TO 5" DEPTH) AND REPLACE WITH CONVENTIONAL HOT MIX ASPHALT	SF	63,924	4.82	308,113.68
9	WEDGE GRIND (1-1/2" MAX.)	SY	59,422	1.69	100,423.18
10	ASPAHLT RUBBER HOT MIX (ARHM-GG)	TON	10,602	115	1,219,230
11	ADJUST MANHOLE FRAME AND COVER TO GRADE	EA	118	639	75,402
12	ADJUST WATER VALVE FRAME AND COVER TO GRADE	EA	110	111	12,210
13	PAVEMENT MARKERS – BLUE (FIRE HYDRANT)	LS	1	1,602.14	1,602.14
14	TRAFFIC STRIPING LAYOUT – ENTIRE P- THERMOPLASTIC	LS	1	28,000	28,000
15	TRAFFIC LOOP DETECTORS	EA	2	2,222	4,444
TOTAL BASE BID					2,194,000

**2025 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

**2025 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	63
2		SF	501 TO 2000	28
3		SF	>2000	18
4	Remove and Replace Asphalt Section Up To 6" Thick (2" Surface Course over 4" Base Course)	SF	UP TO 500	69
5		SF	501 TO 2000	33
6		SF	>2000	22
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	655
12	Application Of Asphalt Mastic Sealant	LF	UP TO 500	383
13		LF	501 UP TO 1000	33
14		LF	>1001	11
15	Application Of Crack Seal	LF	UP TO 500	355
16		LF	501 UP TO 1000	15
17		LF	>1001	4

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

Two million one hundred ninety-four thousand dollars even

Words

Figures

2,194,000

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 _____
2025 Annual Asphalt Concrete Overlay Project (Project #93018) Bid No. 26-100EG
(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 January 29th, 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: January 26th, 2028

By: *[Signature]* Corey R. Kirschner - CEO

Onyx Paving Company, Inc.

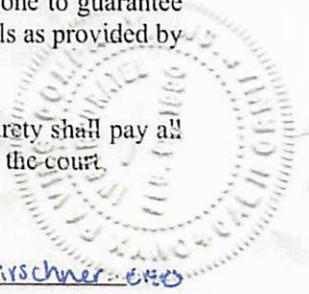
Principal

Swiss Re Corporate Solutions America Insurance Corporation

Surety

By *[Signature]*
Zyanya Hernandez, Attorney-in-fact

All Signatures above needs to be NOTARIZED and submitted with Bid Bond



CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City/County of _____ SS

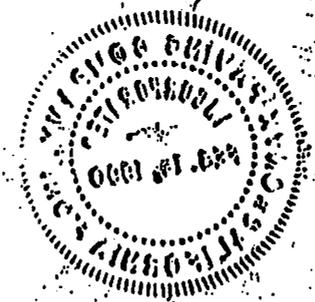
On this _____ day of _____ in the year 20____ before me

_____, 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)

**Please See Attached Required California All-Purpose Acknowledgement*
Notary Public*



Handwritten signature or initials.

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 January 26, 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.



Signature Leslie Rocha
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: _____

- 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: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

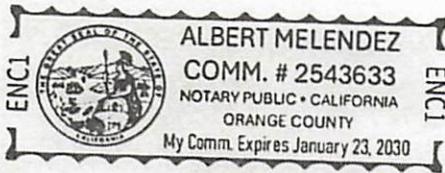
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange }

On JAN 26 2026, before me, Albert Melendez, Notary Public,
personally appeared Zyanya Hernandez

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) 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(x), or the entity upon behalf of which the person(x) acted, executed the instrument.

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



WITNESS my hand and official seal.

SIGNATURE 

PLACE NOTARY SEAL ABOVE

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

Description of attached document

Title or type of document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

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, each does hereby make, constitute, and appoint:

ERIK JOHANSSON, JENNIFER ANAYA, MELISSA LOPEZ, CHRISTINA ROGERS, ALBERT MELENDEZ, JOAQUIN PEREZ,

JONATHAN BATIN, VANESSA RAMIREZ, ZYANYA HERNANDEZ and JESSICA T. GARCIA

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 and WIC by written consent of its Executive Committee dated July 18, 2011:

"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."



By [Signature] David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By [Signature] Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 11th day of June, 2025.

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 11th day of June, 2025, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, 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.



[Signature] Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC 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 and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 26th day of January, 2026.

[Signature] Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

**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

The bidder has been engaged in the contracting business, under the present business name for 35 YEARS years. Experience in work of a nature similar to that covered in the proposal extends over a period of 35 YEARS years.

The bidder, as a Contractor, has never failed to satisfactorily complete a Contract awarded to him, except as follows: N/A

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:

Year	Type of Work	Contract Amount	Owner/Agency for Whom Work was Performed
PLEASE SEE ATTACHED REFERENCES.			

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.

Quantity	Name, Type and Capacity	Condition	Location
3	CAT, PAVER, OVERLAY PAVING	1-5 YEARS OLD	ANAHEIM
3	CAT, BACKHOE, EXCAVATOR REMOVALS	3-5 YEARS OLD	ANAHEIM
6	BOBCAT, REMOVALS	1-5 YEARS OLD	ANAHEIM
3	CAT, COLD PLANNERS, COLD MILLING	3 YEARS OLD	ANAHEIM

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.

Subcontractor Name: Case Land Surveying, Inc.
Address: Orange, CA
License No. and Class: LS411 - Surveyor
DIR No. 1000001533
Dollar Value and Percent of Total Contract: \$74,175 - 2.7%
Specific Items of Work: Survey - item #5

Subcontractor Name: Cal-Stripe
Address: Colton, CA
License No. and Class: 685387 - A
DIR No. 1000001100
Dollar Value and Percent of Total Contract: \$20,995 - 0.77%
Specific Items of Work: striping - item 13 & 14

Subcontractor Name: Smithson Electric, Inc.
Address: Orange, CA
License No. and Class: 614518 - C-10
DIR No. 1000001610
Dollar Value and Percent of Total Contract: \$2,750 - 0.10%
Specific Items of Work: traffic loops - item #15

PUBLIC CONTRACT CODE

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 that the bidder has ____, has not been convicted 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.

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.



COREY R. KIRSCHNER - CEO

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.

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 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: ANNUAL ROADWAY RESURFACING PROJECT FY 2022-2023

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: FEB 2024 - JUNE 2024

CONSULTING COMPANY: CITY OF DANA POINT - 33282 GOLDEN LANTERN, DANA POINT, CA 92629

CONTACT PERSON: SCOTT FISHER 760-814-7226

ORIGINAL CONTRACT AMOUNT: \$3,065,000.00

FINAL CONTRACT AMOUNT: \$3,408,313.69

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CITY ADDED REBAR TO ALL CONCRETE SPANDRELS AND CROSS GUTTERS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: 22-23 ANNUAL ASPHALT CONCRETE OVERLAY PROJECT

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENT

APPROXIMATE CONSTRUCTION DATES: SEP 2023- MAR 2024

AGENCY: CITY OF EASTVALE - 12363 LIMONITE AVE #910, EASTVALE, CA 91752

CONTACT PERSON: CHUCK STAGNER 714-925-4628

ORIGINAL CONTRACT AMOUNT: \$5,858,000

FINAL CONTRACT AMOUNT: \$5,998,000

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

PROJECT NAME: 2021-2022 PAVEMENT REHABILITATION PROJECT

PROJECT DESCRIPTION: VARIOUS PAVEMENT REHABILITATION & CONCRETE IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: NOV 2022 - MARCH 2023

AGENCY: CITY OF ARCADIA -240 W. HUNTINGTON DR, ARCADIA, CA 91007

CONTACT PERSON: JAN BALANAY 626-254-2726

ORIGINAL CONTRACT AMOUNT: \$1,727,000.00

FINAL CONTRACT AMOUNT: \$1,899,698.72

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.

22707 LA PALMA YORBA LINDA, CA 92887 – TEL (714) 632-6699 – FAX (714) 632-1883



PROJECT NAME: 23/24 PAVEMENT REHABILITATION PROJECT

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: APR 2024 - DEC 2024

AGENCY: CITY OF TEMPLE CITY - 9701 E LAS TUNAS DR, TEMPLE CITY, CA 91780

CONTACT PERSON: ALI CAYIR 714-883-8677

ORIGINAL CONTRACT AMOUNT: \$3,609,000.00

FINAL CONTRACT AMOUNT: \$4,392,226.45

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

PROJECT NAME: 23-24 SLURRY SEAL AT VARIOUS LOCATIONS

PROJECT DESCRIPTION: CITYWIDE ASPHALT REPAIRS & SLURRY

APPROXIMATE CONSTRUCTION DATES: JAN 2024 - APRIL 2024

AGENCY: CITY OF MONTEREY PARK -320 WEST NEWMARK AVE MONTEREY PARK, CA 91754

CONTACT PERSON: ZIAD MAZBOUDI 626-532-2018

ORIGINAL CONTRACT AMOUNT: \$1,400,000

FINAL CONTRACT AMOUNT: \$1,269,000

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: ACTUAL BID QUANTITIES LESS THAN ORIGINAL BID QUANTITY.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: 22-23 SB1 PAVEMENT REHABILITATION PROJECT

PROJECT DESCRIPTION: VARIOUS STREET FULL DEPTH RECONSTRUCTION

APPROXIMATE CONSTRUCTION DATES: JAN 2024 - MAY 2024

AGENCY: CITY OF HEMET - 445 E FLORIDA AVENUE HEMET, CA 92543

CONTACT PERSON: JILLEEN FERRIS 951-765-2360

ORIGINAL CONTRACT AMOUNT: \$2,020,000

FINAL CONTRACT AMOUNT: \$2,528,000

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

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PROJECT NAME: PARKS, CIVIC CENTER & SHERRIF STATION PARKING LOT REHABILITATION

PROJECT DESCRIPTION: ASPHALT REMOVAL & REPLACEMENT

APPROXIMATE CONSTRUCTION DATES: FEB 2024 - MAY 2024

AGENCY: CITY OF LAWNSDALE - 14717 BURIN AVE, LAWNSDALE, CA 90260

CONTACT PERSON: NICK PETREVSKI 310-973-3265

ORIGINAL CONTRACT AMOUNT: \$486,486

FINAL CONTRACT AMOUNT: \$601,000

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

PROJECT NAME: RESIDENTIAL STREET PAVEMENT REHABILITATION PROJECT, AREA 5 & 7

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: JULY 2024 - MAR 2025

AGENCY: CITY OF DOWNEY-11111 BROOKSHIRE AVE, DOWNEY, CA 90241

CONTACT PERSON: BRIAN ALENAN 562-904-7110

ORIGINAL CONTRACT AMOUNT: \$7,337,000.00

FINAL CONTRACT AMOUNT: \$8,897,979.99

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CITY ADDED CONCRETE WORK AND SLURRY SEAL LOCATIONS

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO



LARGE PROJECT REFERENCES

PROJECT NAME: IRVINE CENTER DRIVE PAVEMENT REHABILITATION

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: NOV 2024 - MAY 2025

AGENCY: CITY OF IRVINE - 6427 OAK CANYON, IRVINE, CA 92618

CONTACT PERSON: FARHAD BOLOURCHI 949-724-6689

ORIGINAL CONTRACT AMOUNT: \$7,595,000.00

FINAL CONTRACT AMOUNT: \$7,637,050.65

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM BID SCHEDULE QUANTITIES

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: BID 7994 - 2022/2023 ARTERIAL AND MINOR STREETS MAINTENANCE, PHASE 2

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: AUG 2024 - FEB 2025

AGENCY: CITY OF RIVERSIDE

CONTACT PERSON: STEVE HOWARD 951-712-3904

ORIGINAL CONTRACT AMOUNT: \$4,946,000.00

FINAL CONTRACT AMOUNT: \$4,866,359.10

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM BID SCHEDULE QUANTITIES

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: FY 23-24 LOCAL OVERLAY PAVEMENT REHABILITATIONS PROJECT

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: AUG 2024 - OCT 2024

AGENCY: CITY OF RANCHO CUCAMONGA - 10500 CIVIC CENTER DRIVE, RANCHO CUCAMONGA, CA 91730

CONTACT PERSON: ROMEO DAVID 909-774-4070

ORIGINAL CONTRACT AMOUNT: \$2,594,000.00

FINAL CONTRACT AMOUNT: \$2,646,054.40

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CITY ADD ADDITIONAL CONCRETE AND OVERLAY STREETS

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

**ONYX PAVING COMPANY, INC.
22707 LA PALMA YORBA LINDA, CA 92887 – TEL (714) 632-6699 – FAX (714) 632-1883**



REFERENCES

<u>GENERAL CONTRACTORS:</u>	<u>LOCATION:</u>	<u>AMOUNT:</u>
American Asphalt South, Inc.	Eastvale	\$365,000
2990 Myers St.	Ventura	\$37,000
Riverside, CA 92503	Ontario	\$595,000
Ph: 909-427-8276	Palos Verdes Estates	\$174,000
Contact: Tim Griffin	Santa Clarita	\$484,000
Roy Allan Slurry Seal	La Mirada	\$222,000
12643 Emmens Way	Victorville	\$77,000
Santa Fe Springs, CA 90670	La Palma	\$107,000
Ph: 562-864-3363	San Clemente	\$432,000
Contact: Lawrence Allan	Buena Park	\$88,550
KASA Construction	Westminster	\$602,800
15148 Sierra Bonita Ln	El Monte	\$233,000
Chino, CA 91710		
Ph: 909-457-8260		
Contact: Sam Kasbar		
Alabbasi Construction & Engineering	Menifee	\$51,000
764 W. Ramona Expressway, Suite C	Coachella	\$45,000
Perris, CA 92571	Perris	\$68,900
Ph: 951-776-9300		
Contact: Han Sohn		

ONYX PAVING COMPANY, INC.

22707 LA PALMA YORBA LINDA, CA 92887 – TEL (714) 632-6699 – FAX (714) 632-1883



Pavement Coatings Company	Los Angeles County	\$177,235
10240 San Sevaine Way	Manhattan Beach	\$115,000
Jurupa Valley, CA 91752	Upland	\$48,000
Ph: 951-934-4763		

Byrom Davey	East Los Angeles	\$344,000
1232 Monte Vista Ave, Suite 5	Los Angeles	\$333,000
Upland, Ca 91786	Anaheim	\$30,000
Ph: 858-513-7199		
Contact: Julio Diaz		

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ASPHALT RUBBER HOT MIX REFERENCES:

<u>GENERAL CONTRACTORS:</u>	<u>JOBS PERFORMED:</u>	<u>LOCATION:</u>	<u>AMOUNT:</u>
GMC ENGINEERING, INC. 1401 Warner Ave, Ste B. Tustin, CA 92780 Ph: 714-247-1040 Fx: 714-247-1041 Contact: Gennady Chizik	Katella Ave. St. Improv Various Projects	Los Alamitos	\$120,000.00
R.D OLSON CONSTRUCITON, INC. 2955 Main Street, 3 rd Floor Irvine, CA 92614 Ph: 949-474-2001 Fx: 949-474-1534 Contact: Jeremy Dunn	Lido House Hotel	Newport Beach	\$193,105.00

*IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT COREY KIRSCHNER AT 714-632-6699 OR VIA EMAIL AT **BIDS@ONYXPAVING.COM***



CREDIT REFERENCES

ONYX PAVING COMPANY, INC.
2890 E. LA CRESTA AVE. ANAHEIM, CA 92806

PHONE: 714-632-6699	DATE ESTABLISHED: 01/04/1990	CORP TAX ID: #33-0394344
FAX: 714-632-1883	TYPE OF WORK: ASPHALT PAVING	CONTRACTORS LIC. # 630630-A

CFO: RICHARD DEVOS	2890 E. LA CRESTA AVE. ANAHEIM, CA 92806
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BANK: BMO BANK N.A.	320 S. CANAL ST. CHICAGO, IL 60606
	CHRISTINA LEON 949-404-0019

INSURANCE AGENT: WOOD GUTMANN & BOGART	15901 REDHILL AVE., STE 100, TUSTIN, CA 92780
	MICHAEL TRAN 714-824-8384

SURETY AGENT: PERFORMANCE BONDING SURETY & INSURANCE BROKERAGE
15901 RED HLL AVE., SUITE 100, TUSTIN, CA 92780
ERIK JOHANSSON 714-505-7011

CREDIT REFERENCES:

MATICH CORPORATION	P.O. BOX 10, HIGHLAND, CA 92346	TERI WILEY
	TWILEY@MATICHCORP.COM	909-382-7400

KELTERITE CORPORATION	12231 PANGBORN AVE., DOWNEY CA 90241	MIRIAM AVILA-RAMOS
	RECEIVABLES@KELTERITE.COM	562-401-0011

HOLLIDAY ROCK CO., INC.	1401 N. BENSON AVE., UPLAND, CA 91786	AMBER LUSSIER
	ALUSSIER@HOLLIDAYROCK.COM	909-982-1553 EXT: 1001

GENERAL CONTRACTOR REFERENCES:

FULLMER CONSTRUCTION	1725 S. GROVE AVE., ONTARIO, CA 91761	CASEY JONES	909-947-9467
BYROM-DAVEY, INC.	13220 EVENING CREEK DR. SOUTH #103	STEVE DAVEY	858-513-7199
PACIFIC CONST. GROUP	17895 SKY PARK CIR., IRVINE, CA 92614	MARK BUNDY	949-748-1500
ERICKSON-HALL CONST. CO.	500 CORPORATE DR., ESCONDIDO, CA 92069	JUSTIN SINNOTT	760-769-7700



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

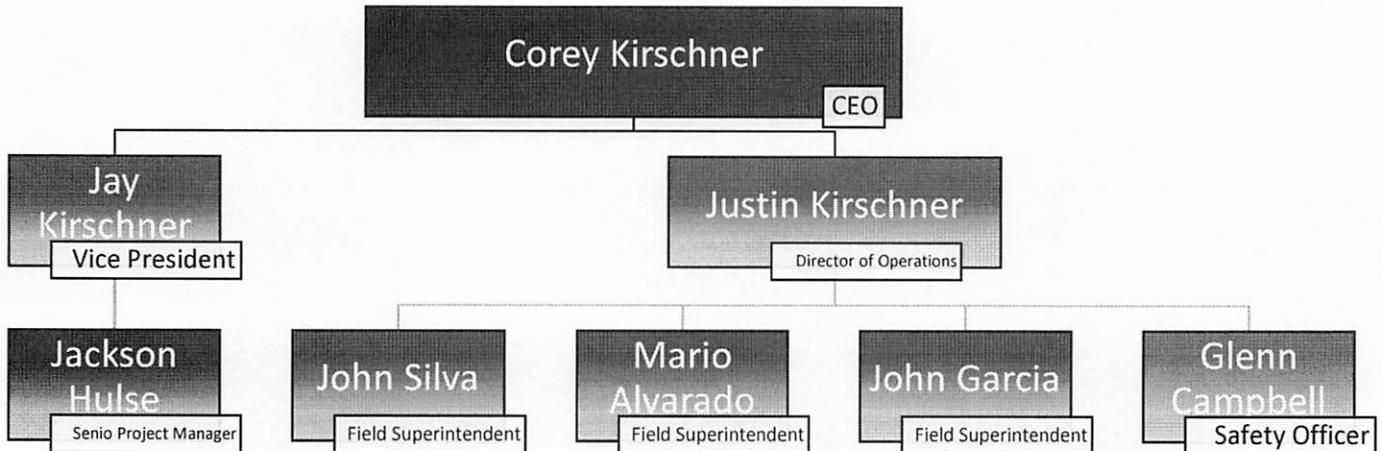
Justin Kirschner came on board with Onyx Paving in 2018. He has become a key leader managing daily operations across Southern California. He directly oversees over 20 foremen who lead a team of 150+ field employees, while keeping projects on track. Justin handles the job schedule and oversees a large 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

John Garcia, 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



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 removed.

David R. Fogt, Registrar of Contractors



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



Public Works Support

DW

eCPR Search

DW David Wiltfong

Logout

Contractor Registration Search

Project Registration Search

Services

Your information ▼

[Home](#) > [Customer Account Lookup](#) > 1000004798 - ONYX PAVING COMPANY, INC.

1000004798 - ONYX PAVING COMPANY, INC.

Customer Account Lookup

PWCR

Contractor Status

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)

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ONYX PAVING COMPANY INC
LICENSE# 630360 DIR# 1000004798

UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF DIRECTORS OF
ONYX PAVING COMPANY, INC,
(a California corporation)

June 3rd, 2025

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

Richard DeVos
Chief Financial Officer

X

Jay Kirschner
Vice President, Secretary, Treasurer

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



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.	<p>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.)</p> <p>Onyx Paving Company Inc</p>	
	<p>2 Business name/disregarded entity name, if different from above.</p>	
	<p>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.</p> <p><input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____</p> <p>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.</p> <p><input type="checkbox"/> Other (see instructions) _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p>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 <input type="checkbox"/></p>	
	<p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>22707 La Palma Ave</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p> <p>Yorba Linda, CA 92887</p>	
	<p>7 List account number(s) here (optional)</p>	

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										
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or										
Employer identification number										
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Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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	<p>Signature of U.S. person <i>David Wiltzong</i></p>	<p>Date 4/29/2025</p>
------------------	---	------------------------------

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.

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



BA20250508272



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.: BA20250508272

Date Filed: 3/11/2025

B3511-3304 03/11/2025 9:31 AM 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	2890 E LA CRESTA AVE ANAHEIM, CA 92806		
Mailing Address of Corporation			
Mailing Address	2890 E. LA CRESTA AVE. ANAHEIM, CA 92806		
Attention	Joan Ward		
Street Address of California Office of Corporation			
Street Address of California Office	2890 E. LA CRESTA AVE. ANAHEIM, CA 92806		
Officers			
Officer Name	Officer Address	Position(s)	
Corey Kirschner	2890 E LA CRESTA AVE ANAHEIM, CA 92806	Chief Executive Officer	
Richard DeVos	2890 E. LA CRESTA AVE. ANAHEIM, CA 92806	Chief Financial Officer	
Jay Kirschner	2890 E. LA CRESTA AVE. ANAHEIM, CA 92806	Secretary	
Additional Officers			
Officer Name	Officer Address	Position	Stated Position
Jay Kirschner	2890 E. LA CRESTA AVE. ANAHEIM, CA 92806	Treasurer	
<input checked="" type="checkbox"/> Anthony Steen	2890 E LA CRESTA AVE ANAHEIM, CA 92806	Other	President
Directors			
Director Name	Director Address		
Anthony Steen	2890 E. LA CRESTA AVE. ANAHEIM, CA 92806		
Corey Kirschner	2890 E. LA CRESTA AVE. ANAHEIM, CA 92806		
The number of vacancies on Board of Directors is: 0			
Agent for Service of Process			
Agent Name	COREY KIRSCHNER		
Agent Address	2890 E. LA CRESTA AVE ANAHEIM, CA 92806		

California Environmental Protection Agency
Air Resources Board

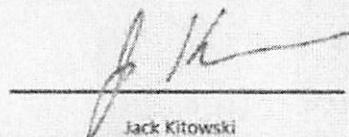
January 1, 2025

**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 2/28/2026**



Jack Kitowski
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

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pe.com

3512 14 Street
Riverside, California 92501
(951) 368-9229
cgonzales@scng.com

CITY OF EASTVALE
12363 LIMONITE AVE
MIRA LOMA, California 91752

Account Number: 5209843
Ad Order Number: 0011773851
Customer's Reference/PO Number:
Publication: The Press-Enterprise
Publication Dates: 01/16/2026 and 01/19/2026
Total Amount: \$1344.78
Payment Amount: \$0.00
Amount Due: \$1344.78
Notice ID: WFnBxpiVQU841BZ7U4IQ
Invoice Text: LEGAL NOTICE INVITING ELECTRONIC BIDS FOR 2025 ANNUAL ASPHALT CONCRETE OVERLAY PROJECT CITY OF EASTVALE NOTICE INVITING ELECTRONIC BIDS Bid No. 26-100EG NOTICE IS HEREBY GIVEN that electronic bids will be received by the City of Eastvale in accordance with the instructions included within the Invitation for Bid (IFB) documents by no later than January 29th, 2026 at 2:00 PM . LATE BIDS WILL NOT BE ACCEPTED. NO OTHER METHOD OF BID SUBMITTAL WILL BE ACCEPTED . PROJECT DESCRIPTION : The scope of work includes, but is not limited to, the placement of asphalt concrete on existing roadways throughout the City of Eastvale. Improvements will consist of pavement grinding, placement of 1-1/2" rubberized asphalt concrete, street reconstruction, installation of ADA-compliant curb ramps, replacement of concrete sidewalks, utility cover adjustments, and replacement of traffic striping, markers, and other pavement markings. Additional related work may be required as specified in the Invitation for Bids (IFB) documents. CALIFORNIA CONTRACTORS STATE LICENSE REQUIREMENTS : 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 KEY IFB DATES (All times are Pacific Time): Questions Due: January 20, 2026 at 2:00 PM Bid Submittals Due: January 29, 2026 at 2:00 PM PREVALING RATES OF WAGES : Prevailing wage requirements apply to public works projects with a value exceeding \$1,000.00. The definition of "public works" is found at Labor Code Section 1720, et seq. The electronic proposals shall be tabulated by the City of Eastvale, Finance Department, and results thereof reported to

LEGAL NOTICE INVITING ELECTRONIC BIDS FOR 2025
ANNUAL ASPHALT CONCRETE OVERLAY PROJECT

CITY OF EASTVALE
NOTICE INVITING ELECTRONIC BIDS
Bid No. 26-100EG

CITY OF EASTVALE
12363 LIMONITE AVE , STE 910
MIRA LOMA, California 91752

Publication: The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc: 0011773851

FILE NO. 0011773851

PROOF OF PUBLICATION

I am a citizen of the United States. I am over the age of eighteen years and not party to or interested in the above-entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper of general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

01/16/2026, 01/19/2026

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Date: January 19, 2026.
At: Riverside, California



Signature

NOTICE IS HEREBY GIVEN that electronic bids will be received by the City of Eastvale in accordance with the instructions included within the invitation for Bid (IFB) documents by no later than **January 29th, 2026 at 2:00 PM . LATE BIDS WILL NOT BE ACCEPTED. NO OTHER METHOD OF BID SUBMITTAL WILL BE ACCEPTED.**

PROJECT DESCRIPTION: The scope of work includes, but is not limited to, the placement of asphalt concrete on existing roadways throughout the City of Eastvale. Improvements will consist of pavement grinding, placement of 1-1/2" rubberized asphalt concrete, street reconstruction, installation of ADA-compliant curb ramps, replacement of concrete sidewalks, utility cover adjustments, and replacement of traffic striping, markers, and other pavement markings. Additional related work may be required as specified in the invitation for bids (IFB) documents.

CALIFORNIA CONTRACTORS STATE LICENSE REQUIREMENTS: 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.

KEY IFB DATES (All times are Pacific Time):

Questions Due: January 20, 2026 at 2:00 PM
Bid Submittals Due: January 29, 2026 at 2:00 PM

PREVAILING RATES OF WAGES: Prevailing wage requirements apply to public works projects with a value exceeding \$1,000.00. The definition of "public works" is found at Labor Code Section 1720, et seq.

The electronic proposals shall be tabulated by the City of Eastvale, Finance Department, and results thereof reported to the City Manager or City Council, whichever is appropriate, for consideration and approval.

It shall be mandatory upon the contractor to whom the contract is awarded, and upon any subcontractor under them, to pay not less than the rates contained in the current general prevailing wage rate(s) and per diem rate(s), established by the Director of the Department of Industrial Relations of the State of California, (as set forth in the Labor Code of the State of California, commencing at Section 1770 et seq.). Said prevailing rates of wages are available on the following website:

<http://www.dir.ca.gov/dlsr/DPPrev WageDetermination.htm>

CARB FLEET COMPLIANCE CERTIFICATION: The California Air Resources Board ("CARB") implemented amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulations ("Regulation") which are effective on January 1, 2025 and apply broadly to all self-propelled off road diesel vehicles 25 horsepower or greater and other forms of equipment used in California. A copy of the Regulation is available at <https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/off-road-diesel/appa-1.pdf>. Bidders are required to comply with all CARB and Regulation requirements, including, without limitation, all applicable sections of the Regulation, as codified in Title 13 of the California Code of Regulations section 2449 et seq. throughout the duration of the project. Bidders must provide, with their bid, copies of Bidder's and all listed subcontractors' most recent, valid Certificate of Reported Compliance ("CRC") issued by CARB. Failure to provide valid CRCs as required herein may render the bid non-responsive.

OBTAINING PLANS AND SPECIFICATIONS: The electronic version of the complete invitation for bids documents (including plans and specifications) are available for download from PlanetBids by visiting the City of Eastvale web site at <https://www.eastvaleca.gov/business/rfp-postings#!/>, click on "Click Here for Open Project Bid Information", then visit the PlanetBids Vendor Portal, "Bid Opportunities". Contractors must register on the City's PlanetBids portal and download the bid documents in order to submit a bid. Bidders must also check the web site periodically for addenda information as failure to download any and all addenda, and acknowledge in the bid submittal, will result in bid disqualification.

The project plan holders list including plan rooms is also available for viewing on the City of Eastvale's PlanetBids Portal at <https://vendors.planetbids.com/portal/43976/bo/bo-search>, at the "Prospective Bidders" tab for the project. No refunds will be made for returned plans and specifications and the City of Eastvale shall not be responsible for the completeness of the project documents.

from other sources.

CITY OF EASTVALE
The Press-Enterprise
Published: 1/16, 1/19/26

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: 2025 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: Asphalt concrete shall be placed on existing public roads within the City of Eastvale. Improvements include grinding of pavement, 1 1/2" placement of rubberized asphalt concrete, street reconstruction, curb ramp improvements for accessibility, concrete sidewalk replacements, utility cover adjustments and replacement of traffic striping, markers and markings.

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:

AGENDA STAFF REPORT

City Council Meeting

CITY COUNCIL BUSINESS

Agenda Item No. 13.1

February 11, 2026

Fiscal Year 2025-26 Mid-Year Budget Review

Prepared By:

Amanda Wells, Finance Director/City Treasurer

Recommended Action(s)

Staff recommends that the City Council:

1. Approve and Adopt a Resolution approving Mid-Year Budget Appropriations and Amending the 2025-26 Fiscal Year Capital Improvement Plan and Budget; and
2. Authorize the City Manager to execute all documents and take all actions necessary to implement the above approvals.

Summary

Each year the City Council adopts an operating and capital improvement budget, which commits resources for the accomplishment of the City's Strategic Plan, policies, and execution of services to the public. The budget is a dynamic document that is amended during 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 mid-year review allows staff to report on trends and actions that have occurred subsequent to the budget approval in June and to address any newly identified budget changes expected before the fiscal year end. During the mid-year review staff also has the benefit of updating ending balances and available resources based on the audited financials for fiscal year 2024-25; audited financials for the prior fiscal year were presented to Council on January 28, 2026.

The current fiscal year began in July 2025 with the adopted fiscal year 2025-26 budget. This budget document represents staff's best estimate of the City's financial performance for the coming year.

The adopted budget estimated General Fund (net of the restricted Fire Fund) revenues at \$77.2 million and expenditures at \$99.1 million. Net of transfers, the General Fund was projected to end the fiscal year with a surplus of \$32.8 million. The mid-year amended budget will bring the total General Fund revenues to \$80.7 million and expenditures to \$96.2 million. Net of transfers the new surplus is expected to be \$35.3 million. It is important to note that these figures represent the General Fund in total and do not discern between operating and non-operating activities. Additional detail on the General Fund Operating Statement can be found in the background section below.

As mentioned above, revenues and expenditures often vary from the forecasts of the adopted budget. In order for the adopted budget to continue to be a useful management tool, the Finance Department captures changes to revenue and expenditures throughout the year and updates the budgetary numbers. One of the primary purposes of the mid-year review is to present for the City Council's consideration, additional adjustments of revenues and expenditures.

The City's mid-year budget review process involves a review of posted activity and the identification and investigation of variances to the established budget along with ongoing consultations with departments to estimate the resources needed for the remainder of the fiscal year. After compiling mid-year budget estimates, a proposed mid-year budget is brought to the City Council for adoption.

A comprehensive list of recommended adjustments to the City's budget is included as Attachment 2.1. The remainder of this report will focus on proposed amendments, underlying rationale, and June 30, 2026 forecasts. This report presents information on all of the City's funds; however, the primary emphasis is the General Fund.

Background

FISCAL YEAR 2025-26 MID-YEAR BUDGET ANALYSIS

SECTION 1: SUMMARY OF GENERAL FUND – REVENUES, EXPENDITURES & AVAILABLE RESOURCES

Overall, general fund revenue projections are \$80,693,971 and expenditures are \$96,163,020 (inclusive of transfers). Of the \$80.7 million in revenues, \$57.1 million are attributable to operating revenues, \$23.6 million are non-operating revenues. Of the \$96.2 million in expenditures, \$44.2 million are attributable to operating expenditures, \$51.9 million are non-operating expenditures. As a result, the city is expected to end the 2025-26 fiscal year with a \$12.9 million operating surplus. Non-operating expenditures comprise \$50,086,522 in one-time appropriations from reserve for the Civic Center project. As a result, the city is expected to end the 2025-26 fiscal year with a \$12.9 million operating surplus. The fiscal year 2025-26 budget includes \$28,568,953 in one time transfers out to the city's Development Impact Fee funds, \$21,517,569 in one-time transfers out to the General Capital Projects Fund, \$1,140,000 of transfers out for Capital Replacement Funds.

General Fund Revenues

Overall, General Fund revenues are forecasted to increase in comparison to the adopted budget, several budget amendments are requested at this time. Below is a list of the material requests:

- *Transient occupancy tax* is forecasted to increase \$20,000 based on trend data for the new fiscal year. There is an expenditure offset of \$16,000 as 80% of these revenues are rebated to the hotelier based on an agreement.
- *Franchise fees* are forecasted to increase for electric utilities, cable television, and refuse.

Electric fees are expected to increase an additional \$30,000 over adopted budget projections. Cable fees are expected to increase modestly by \$10,000. Refuse is expected to increase \$100,000 over adopted budget projections. These adjustments are based on trend data for the full 2024-25 fiscal year, which was not closed until December 2025, and several months of data for the current fiscal year.

- *Building construction permitting fees and technology fees* are projected to increase based on current year and prior year trends. The increase is solely related to increased new development in the city, primarily the Eastvale Square development at Limonite and Hamner Avenues. This projection is solely based on one-time development and therefore is not projected to be a long-term operating revenue. An additional \$610,000 in revenue is projected for this category of fees. There is a similar offset to expenditure categories in the Building, Planning, and Engineering department budgets as there is an expected need in contract services and inspections related to the increase in permitting revenue.
- *Interest Income* is projected to increase \$2.6 million as the city continues to hold reserves for the Civic Center project and interest rates are expected to remain stable.

In total, General Fund revenues are expected to increase 4.44% for a total of \$3.4 million, bringing total General Fund revenue budget to \$80.7 million.

General Fund Expenditures

Expenditures are forecasted to decrease \$2,916,814 from the adopted budget. This figure represents a 2.94% decrease. The attached General Fund Summary by Category (Attachment 1.1) illustrates the revised revenues and expenditures for the General Fund. An analysis of major expenditures is presented in the following sections by category:

- *Contract services* are forecasted to increase by \$934,000 across three departments, Government Services, Community Safety & Technology, and Public Works.
 - *Government Services* increases are due to a new communications initiative for a community calendar. The department estimates \$13,000 is needed to complete the initiative.
 - *Community Safety and Technology* increases \$49,000 for both software and parking enforcement contract costs.
 - *Public Works* requires an additional \$880,000 for Eastvale Square development related private development contract services for inspections. This category is offset by permitting revenue. Additionally, the department requires an additional \$100,000 for streetlight maintenance services.
- *Non Departmental* is projected to decrease a total of \$3,888,414. The decrease is in the transfer out to the Capital Improvement Project (CIP) fund. Budget rolls from 2024-25 to the new fiscal year were lower than anticipated, meaning fund balance is available to cover some expenditures in the fund. As a result, the General Fund does not need to transfer as much cash into the CIP fund to pay for projects.

General Fund Forecast Summary

Revenues are forecasted at \$80.7 million with \$23.6 million attributable to the one-time revenue sources. The figure includes all general taxes, fees, fines, interest, miscellaneous income, and transfers. Expenditures are forecasted at \$96.2 million with \$51.9 million attributable to one-time expenditures (\$50,086,522 is an appropriation from reserve balances for the Civic Center Project). The general fund operating surplus is forecasted to be \$12.9 million at June 30, 2026.

General Fund Available Resources

The beginning balance for the General Fund reflects the Fiscal Year 2024-25 audited ending balance. Total projected fund balance at June 30, 2026 is \$184.7 million. The major available resource categories are listed below.

- *Assigned Reserves* are forecasted to total 97,735,294 at the end of the fiscal year, June 30, 2026.
 - Assigned emergency reserves are set by Council policy and represent a General Fund Operating Contingency (based upon 50% of expenditure appropriations) and total \$20.2 million.
 - A CIP Grants Cash Flow reserve has been added and totals \$9.7 million. Once grant reimbursements are received this reserve will be released to unassigned fund balance. This reserve has been continually reduced as cash flows into the Grants Fund.
 - Special Revenue Fund Negative Fund-Balance, totaling \$396,845 ensures adequate funds are available to cover special district operating losses at the end of the fiscal year.
 - The Business Incentive Loan Program reserve totaling \$130,000 is the available funding for the City Council's loan program. As loans are approved by City Council and issued, this reserve will be reduced.
 - A Land Purchase reserve for the City's Downtown is held at \$1.6 million.
 - A Financial System Implementation reserve totaling \$1.0 million is held to cover the cost in the next fiscal year of replacing the city's current financial software with a more robust system.
 - A general fund loan to the Development Impact Fee funds has not yet been processed on the books, as a result staff is recommending to hold \$20.3 million to cover the loan until the paperwork is processed.
 - An assigned reserve of \$300,000 for the city's fire truck purchase is held here as the purchase price has increased from \$2.5 million (held in committed reserve below) to \$2.8 million.
 - An assigned Civic Center reserve of \$34.2 million is held in the assigned reserve and will be filtered into the individual buildings once the cost estimate for the project is finalized.
- *Committed Reserves* are forecasted to total \$78,198,036 at the end of the fiscal year, June 30, 2026. *Committed Reserves are separated into two categories, regular committed reserves and appropriations limit qualified capital outlay reserves.*
 - Committed Reserves: \$66,734,498
 - *Facility Construction: City Hall:* Staff recommends holding the city hall commitment stable at \$19,571,690 for the construction of the future city hall facility.
 - *Facility Construction: Library:* Staff recommends holding the library commitment to \$17,574,470 for the construction of the future library facility.
 - *Facility Construction: Police Station:* Staff recommends the continued commitment of \$9,906,400 of fund balance for the new Police Substation construction.
 - *Facility Construction: Civic Center/Parking Structure:* Staff recommends the continued commitment of \$16,145,476 for the Civic Center/Parking structure construction.
 - *Other Committed Reserves:* The City continues to maintain a \$2.5 million committed reserve for pension liability (CalPERS), \$2.5 million fire truck equipment purchase reserve, and \$3.0 million reserve for public safety rate

increase stabilization. At the budget adoption City Council approved a \$7.0 million debt service reserve, further buffering the city's strategic position for issuing bonds.

- Appropriations Limit Qualified Capital Outlay Committed Reserves: \$375,100
 - *Facility Construction, Police Station:* Staff recommends continuing the specific police facility commitment of \$375,100 of appropriations limit surplus. This is in addition to the non-appropriations limit commitment indicated above.
- *Unassigned Fund Balance:* Total unassigned General Fund fund-balance is projected to total \$26 million at June 30, 2026, which is in within the city's fund balance policy.

SECTION 2: SUMMARY OF OTHER GENERAL PURPOSE FUNDS: FIRE FUND

The *Fire Fund* houses general purpose property taxes levied specifically for the purpose of fire protection services and funds are restricted through the City's incorporation procedures and revenue neutrality agreement by the County of Riverside for fire protection services and operations. The City contracts for two medic engines and one medic squad, which deploy from the two city-operated fire stations.

Fire Fund Revenues

Fire Fund revenues are forecasted to decrease slightly compared to the adopted budget, for a total of \$10,759,000 compared to \$10,763,000 in the adopted budget. Base property tax is projected to increase \$196,000 and interest is projected to decrease \$200,000. The only major revenue source in this fund is property tax, with some minimal licenses, permits, and fees.

Fire Fund Expenditures

Forecasted expenditures are expected to come in below the adopted budget, based on quarter 1 2025 billing., Staff adjusted budget lower for contract services by \$400,000. As a result, staff expects budget to decrease from \$10,830,975 to \$10,460,975 based on the Riverside County provided estimate.

Fire Fund Available Resources

The Beginning Balance for the Fire Fund reflects the Fiscal Year 2024-25 audited ending balance. Total projected fund balance at June 30, 2026 is \$23.2 million. The major available resource categories are listed below.

- *Assigned Reserves* are forecasted increase slightly to \$10,013,231 at the end of the fiscal year, June 30, 2026, due to the projected decrease in contract costs.
 - Assigned reserves represent a Fire Fund Emergency Contingency (based upon 75% of expenditure appropriations) totaling \$7,823,231 and \$2.2 million for the city's third fire station.
- *Committed Reserves* are forecasted to total \$12,700,000 at the end of the fiscal year, June 30, 2026.
 - *Facility Construction: Third Fire Station:* Staff recommends the continued commitment of \$12,300,000 for the construction of a future third fire station facility.
 - *Equipment Purchase: Apparatus Replacement Reserve:* Staff recommends continuing the apparatus replacement commitment of \$400,000.
- *Unassigned Fund Balance:* Total projected unassigned Fire Fund fund-balance is estimated to end the fiscal year at \$503,803.

SECTION 3: SUMMARY OF OTHER FUNDS

The attached Other Fund Forecast (Attachment 1.4) illustrates the revised revenues, expenditures, for the Special Revenue Funds, Capital Project Funds, and Capital Reserve Funds. The noteworthy changes at mid-year in the other funds are:

- *Gas Tax and Measure A (Riverside County Transportation Commission 1/2 cent sales tax)* revenues are forecasted to remain on target for the remainder for the fiscal year, no changes are expected. Gas tax expenditures are expected to increase slightly for a total of \$33,500.
- *Debt Service Fund* revenues are expected to increase \$7.8 million to recognize proceeds from the city's 2025 Series A bonds. Expenditures for cost of issuance and capitalized interest are expected to increase to \$7.8 million.
- *Capital Improvement Project Fund* revenues are expected to decrease by \$3.8 million, expenditures for the Citrus Reimagined Project are expected to increase \$35,000 and a new project for July 4th flag banners along Limonite Avenue is expected to cost \$40,000.
- *Community Facility Districts* including 2019-1, 2024-01, and 2025-01 require budget appropriations for both revenue and expenditures totaling \$501,450 across all four funds for revenues and \$501,400 for expenditures. Levy information from the city's consultant were not completed at the time of budget adoption.

Other Funds Available Resources

The Beginning Balance for all Other Funds reflect the Fiscal Year 2024-25 audited ending balance. No major changes were identified within the city's other funds, however staff would like to note that several funds are anticipated to complete the year with a negative fund balance:

- *Special Revenue Funds:* A majority of the special revenue funds are forecasted to finish the fiscal year with a positive fund balance.
 - *Landscape Maintenance and Community Facility District Funds:* Several of the City's special financing districts are forecasted to end the year with a negative fund balance. Many of these funds with an expected negative fund balance are assessing the maximum levies allowable, however expenditures in the districts are exceeding revenues. General Fund unassigned fund balance will be required to balance these funds at the end of the fiscal year; the use of General Funds is only temporary and the funds will be placed back into the General Fund on July 1, 2025. The city currently carries an assigned reserve to ensure adequate General Fund fund-balance is available to cover these negative balances. The total forecasted negative balance for special financing districts is \$396,845.
 - *Grant Funds:* Several of the City's grants funds are forecasted to end the year with a negative fund balance. This is due to the reimbursement nature of many of the City's grants; funds are reimbursed to the City after the completion of the projects. Generally, General Fund unassigned fund balance will be required to balance these funds at the end of the fiscal year; the use of General Funds is only temporary and the funds will be placed back into the General Fund on July 1, 2025. Additionally, Finance staff implemented internal controls to ensure that these funds are monitored and reconciled regularly. Similar to the special district funds mentioned above, an assigned reserve ensures adequate General Fund fund-balance is available to cover these negative balances. The total forecasted negative fund balance for reimbursable grant funds is \$9.7 million, these funds will be reimbursed either later in the current fiscal year or next fiscal years.

Environmental

Not Applicable.

Strategic Plan Action - Priority Level: 3 | Target #: 3 | Goal #: 6

Ensure that City revenues align with expenditures.

Fiscal Impact

The proposed resolutions and reports are technical in nature and will enable the Finance Department to make necessary budget adjustments to the adopted budget for the City of Eastvale. Other recommended actions, various budget appropriations for positions and other programs, and capital improvement plan amendments all have budget related impacts which have been discussed in this report and are included in the totals listed below. The effect of these adjustments will be to change estimated revenues and expenditures as presented in the attachments. The net impact of these adjustments is illustrated on the Available Resources Summary (Attachment 1.5). Implementing the recommended adjustments will supply proper information for fiscal year 2026-27 budget preparation.

Total revenue appropriation requests for all funds total \$7,821,281. Total expenditure appropriation requests for all funds total \$5,095,031. These figures include transfers. Each fund has available fund balance to fulfill the budget appropriation requests.

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 first quarter interim financial report was received and filed by the City Council on December 10, 2025.

Attachment(s)

[Attachment 1 - Mid-Year Budget Reports](#)

[Attachment 2 - Resolution approving mid-year budget changes](#)

[Attachment 2.1 - Exhibit A to Resolution: Schedule of Mid-Year Appropriations](#)

[Attachment 2.2 - Exhibit B to Resolution: CIP Updates](#)



General Fund Summary by Category

Description	Audited Actuals 2023-24	Audited Actuals 2024-25	Amended Budget 2025-26	Mid-Year Appropriation Request 2025-26	Mid-Year Amended Budget 2025-26	Actuals 1/29/2026	Amount Over(Under) Budget 2025-26	% Budget Used
GENERAL FUND								
Revenues								
Property Taxes	\$ 4,004,968	\$ 4,261,355	\$ 4,443,800	\$ -	\$ 4,443,800	\$ 1,350,901	\$ (3,092,899)	30%
Sales & Use Tax	58,319,348	48,463,297	49,200,000	-	49,200,000	12,650,777	(36,549,223)	26%
Franchise Fees	2,700,740	2,968,827	2,805,000	140,000	2,945,000	698,776	(2,106,224)	24%
Transient Occupancy Tax	-	377,751	540,000	20,000	560,000	187,345	(352,655)	33%
License, Permits & Fees	3,701,400	5,845,278	5,602,300	635,000	6,237,300	3,355,910	(2,246,390)	54%
Fines, Penalties & Forfeitures	713,504	1,051,914	1,005,000	15,000	1,020,000	404,926	(600,074)	40%
Intergovernmental	6,632,569	6,922,975	7,075,000	-	7,075,000	239,549	(6,835,451)	3%
Use of Money & Property	5,289,049	9,026,433	5,900,000	2,600,000	8,500,000	2,597,077	(3,302,923)	31%
Miscellaneous	374,955	324,134	205,060	-	205,060	80,364	(124,696)	39%
Total General Fund Revenues	81,736,532	79,241,963	76,776,160	3,410,000	80,186,160	21,565,625	(55,210,535)	27%
Expenditures								
Personnel	\$ 7,514,498	\$ 9,558,111	\$ 12,906,497	\$ 4.44%	\$ 12,906,497	\$ 5,674,976	\$ (7,231,521)	44%
Contract Services (Law Enforcement)	13,215,383	14,431,853	17,165,150	-	17,165,150	3,046,545	(14,118,605)	18%
Contract Services (Other)	3,848,020	4,820,763	6,603,607	934,000	7,537,607	1,267,564	(5,336,043)	17%
Maintenance	291,750	326,092	644,710	-	644,710	107,154	(537,556)	17%
Operations	2,627,366	3,046,778	5,607,010	29,600	5,636,610	2,098,346	(3,508,664)	37%
Capital Outlay	(367,180)	555,919	715,738	8,000	723,738	325,949	(389,789)	45%
Debt Service	801,205	1,050,540	300,000	-	300,000	-	(300,000)	0%
Total General Fund Expenditures	27,931,043	33,790,055	43,942,712	971,600	44,914,312	12,520,535	(31,422,177)	28%
GENERAL FUND BUDGET SURPLUS (DEFICIT) NET OF 1	53,805,489	45,451,907	32,833,448		35,271,848	9,045,090		
TRANSFERS								
Transfers In	531,786	511,261	507,811	-	507,811	-	(507,811)	0%
Transfers Out & Appropriation from Reserve	15,247,922	12,238,146	55,137,122	(3,888,414)	51,248,708	5,000	(55,132,122)	0%
Net General Fund Transfers	14,716,136	11,726,885	54,629,311	(3,888,414)	50,740,897	5,000	(54,624,311)	
OTHER PURPOSE GENERAL FUNDS								
RESTRICTED STRUCTURAL FIRE FUND								
				99,079,834	(2,916,814)			
					-2.94%			
Revenues								
Property Taxes (Restricted for Fire Services)	\$ 9,196,030	\$ 9,376,216	\$ 9,694,000	\$ 196,000	\$ 9,890,000	\$ 2,978,691	\$ (6,715,309)	30%
Sales & Use Tax	-	-	-	-	-	-	-	0%
Franchise Fees	-	-	-	-	-	-	-	0%
Other Taxes	-	-	-	-	-	-	-	0%
License, Permits & Fees	143,895	112,232	119,000	-	119,000	80,210	(38,790)	67%
Fines, Penalties & Forfeitures	86,348	126,624	90,000	-	90,000	-	(90,000)	0%
Intergovernmental	-	-	-	-	-	-	-	0%
Use of Money & Property	625,717	925,075	860,000	(200,000)	660,000	158,229	(701,771)	24%
Miscellaneous	-	-	-	-	-	-	-	0%
Transfers	-	-	-	-	-	-	-	0%
Total Fire Fund Revenues	10,051,989	10,540,147	10,763,000	(4,000)	10,759,000	3,217,130	(7,545,870)	30%
Expenditures								
Salaries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
Benefits	-	-	-	-	-	-	-	0%
Contract Services	6,821,529	6,619,948	9,112,125	(400,000)	8,712,125	2,102,021	(7,010,104)	24%
Maintenance	77,995	60,950	123,500	-	123,500	3,895	(119,605)	3%
Operations	205,979	226,299	295,350	-	295,350	50,490	(244,860)	17%
Capital Outlay (Approp from Reserve)	-	-	1,000,000	-	1,000,000	-	(1,000,000)	0%
Debt Service	278,171	287,907	300,000	-	300,000	-	(300,000)	0%
Transfers Out	-	-	-	-	-	-	-	0%
Total General Fund Expenditures	7,383,673	7,195,105	10,830,975	(400,000)	10,430,975	2,156,405	(8,674,570)	21%
TOTAL FIRE FUND NET REVENUE	2,668,316	3,345,042	(67,975)	396,000	328,025	1,060,725	1,128,700	



General Fund Summary by Departments

Description	Audited Actuals 2023-24	Audited Actuals 2024-25	Amended Budget 2025-26	Mid-Year Appropriation Request 2025-26	Mid-Year Amended Budget 2025-26	Actuals 1/29/2026	Amount Over(Under) Budget 2025-26	% Budget Used
GENERAL FUND								
Revenues								
General Services								
Non Departmental	\$ 78,086,136	\$ 73,292,808	\$ 71,071,671	\$ 2,835,000	\$ 73,906,671	\$ 18,068,848	\$ (55,837,823)	25%
City Clerk	108,780	105,485	80,200	-	80,200	38,054	(42,146)	47%
City Manager	-	-	-	-	-	100	100	0%
Community Services & Recreation	-	4,454	15,000	-	15,000	3,012	(11,988)	20%
Finance	184,249	214,962	170,100	-	170,100	73,558	(96,542)	43%
General Government	-	-	-	-	-	-	-	0%
City Attorney	30,346	22,186	15,000	10,000	25,000	11,888	(13,112)	79%
Subtotal General Services	78,409,511	73,639,895	71,351,971	2,845,000	74,196,971	18,195,459	(56,001,512)	26%
Community Development								
Community Development	\$ 2,321,572	\$ 4,214,850	\$ 4,143,000	\$ 465,000	\$ 4,608,000	\$ 2,539,519	\$ (2,068,481)	61%
Subtotal Community Development	2,321,572	4,214,850	4,143,000	465,000	4,608,000	2,539,519	(2,068,481)	61%
Public Works								
Public Works	\$ 937,868	\$ 1,315,897	\$ 1,230,000	\$ 85,000	\$ 1,315,000	\$ 571,366	\$ (743,634)	46%
Subtotal Community Development	937,868	1,315,897	1,230,000	85,000	1,315,000	571,366	(743,634)	46%
Community Safety & Technology								
Community Safety	\$ 319,045	\$ 335,753	\$ 316,000	\$ -	\$ 316,000	\$ 195,939	\$ (120,061)	62%
Subtotal Community Safety & Technolo	319,045	335,753	316,000	-	316,000	195,939	(120,061)	62%
Public Safety								
Public Safety	\$ 280,322	\$ 246,829	\$ 243,000	\$ 15,000	\$ 258,000	\$ 63,341	\$ (194,659)	26%
Subtotal Public Safety	280,322	246,829	243,000	15,000	258,000	63,341	(194,659)	26%
Total General Fund Revenues	82,268,318	79,753,223	77,283,971	3,410,000	80,693,971	21,565,625	(59,128,346)	28%
Expenditures								
City Council								
100 City Council	\$ 161,344	\$ 217,346	\$ 334,278	\$ -	\$ 334,278	\$ 125,951	\$ (208,327)	38%
Subtotal City Council	161,344	217,346	334,278	-	334,278	125,951	(208,327)	38%
City Administration								
200 City Manager	\$ 595,799	\$ 687,800	\$ 816,078	\$ -	\$ 816,078	\$ 344,304	\$ (471,774)	42%
220 Human Resources	743,288	722,992	1,084,049	-	1,084,049	407,904	(676,145)	38%
230 Risk Management	550,270	800,888	1,203,900	-	1,203,900	1,095,991	(107,909)	91%
302 Economic Development	719,414	899,324	1,000,249	-	1,000,249	328,920	(671,329)	33%
720 Community Services & Recreation	1,078,775	1,239,423	1,672,599	-	1,672,599	595,571	(1,077,028)	36%
Subtotal City Administration	3,687,546	4,350,427	5,776,875	-	5,776,875	2,772,690	(3,004,185)	48%
Non Departmental								
110 City Attorney	\$ 307,171	\$ 333,366	\$ 384,000	\$ -	\$ 384,000	\$ 143,319	\$ (240,681)	37%
290 Non Departmental	15,793,582	14,369,335	57,739,584	(3,872,414)	53,867,170	541,053	(53,326,118)	1%
Subtotal Non Departmental	16,100,753	14,702,700	58,123,584	(3,872,414)	54,251,170	684,371	(53,566,799)	1%
Government Services								
120 City Clerk	\$ 497,458	\$ 534,862	\$ 860,032	\$ -	\$ 860,032	\$ 353,998	\$ (506,034)	41%
260 Communications	374,202	469,432	418,368	13,000	431,368	152,752	(278,616)	37%
Subtotal Government Services	871,660	1,004,294	1,278,400	13,000	1,291,400	506,750	(784,650)	40%
Finance								
210 Finance	\$ 1,231,399	\$ 1,578,139	\$ 1,909,278	\$ -	\$ 1,909,278	\$ 695,759	\$ (1,213,519)	36%
211 Procurement	-	-	314,849	-	314,849	152,013	(162,836)	48%
Subtotal Finance	1,231,399	1,578,139	2,224,127	-	2,224,127	847,772	(1,376,355)	38%



General Fund Summary by Departments

Description	Audited	Audited	Amended	Mid-Year	Mid-Year	Actuals	Amount	% Budget Used
	Actuals	Actuals	Budget	Appropriation	Amended		Over(Under)	
	2023-24	2024-25	2025-26	2025-26	2025-26	1/29/2026	2025-26	
Community Development								
301 Administration	\$ 474,789	\$ 378,497	\$ 536,865	\$ -	\$ 536,865	\$ 205,839	\$ (331,026)	38%
300 Planning	665,670	890,558	1,184,583	-	1,184,583	419,904	(764,679)	35%
310 Building Safety	1,111,581	1,388,476	1,969,302	-	1,969,302	617,371	(1,351,931)	31%
Subtotal Community Development	2,252,039	2,657,532	3,690,750	-	3,690,750	1,243,114	(2,447,637)	34%
Public Works								
320 Engineering	\$ 2,041,620	\$ 2,210,106	\$ 3,870,181	\$ -	\$ 3,870,181	\$ 1,092,042	\$ (2,778,139)	28%
500 Public Works	596,730	1,242,879	2,028,164	880,000	2,908,164	608,325	(2,299,839)	30%
295 Facility Maintenance	371,872	396,023	586,997	-	586,997	150,527	(436,470)	26%
296 Facility Landscaping	149,746	181,034	380,207	-	380,207	65,903	(314,304)	17%
600 Landscaping (public right-of-way)	-	-	-	-	-	-	-	0%
Subtotal Public Works	3,159,967	4,030,042	6,865,549	880,000	7,745,549	1,916,797	(5,828,752)	28%
Community Safety & Technology								
311 Administration	\$ 644,270	\$ 958,183	\$ 959,818	\$ 8,000	\$ 967,818	\$ 437,940	\$ (529,878)	46%
330 Code Enforcement	765,922	801,884	1,006,653	41,000	1,047,653	421,581	(626,072)	42%
240 Information Technology	375,969	387,527	605,300	13,600	618,900	167,069	(451,831)	28%
Subtotal Community Safety	1,786,161	2,147,593	2,571,771	62,600	2,634,371	1,026,589	(1,607,781)	40%
Public Safety								
400 Law Enforcement	\$ 13,537,188	\$ 14,897,377	\$ 17,652,000	\$ -	\$ 17,652,000	\$ 3,297,452	\$ (14,354,548)	19%
430 Animal Control	274,649	327,795	412,500	-	412,500	80,643	(331,857)	20%
440 Crossing Guards	116,260	114,957	150,000	-	150,000	20,637	(129,363)	14%
Subtotal Public Safety	13,928,096	15,340,129	18,214,500	-	18,214,500	3,398,732	(14,815,768)	19%
Total General Fund Expenditures	43,178,965	46,028,201	99,079,834	(2,916,814)	96,163,020	12,522,766	(83,640,254)	13%
TOTAL GENERAL FUND NET REVENUE	39,089,353	33,725,022	(21,795,863)	6,326,814	(15,469,049)	9,042,859	24,511,908	

OTHER PURPOSE GENERAL FUNDS

RESTRICTED STRUCTURAL FIRE FUND

Revenues								
Property Taxes (Restricted for Fire Services)	\$ 9,196,030	\$ 9,376,216	\$ 9,694,000	\$ 196,000	\$ 9,890,000	\$ 2,978,691	\$ (6,911,309)	31%
Sales & Use Tax	-	-	-	-	-	-	-	0%
Franchise Fees	-	-	-	-	-	-	-	0%
Other Taxes	-	-	-	-	-	-	-	0%
License, Permits & Fees	143,895	112,232	119,000	-	119,000	80,210	(38,790)	67%
Fines, Penalties & Forfeitures	86,348	126,624	90,000	-	90,000	-	(90,000)	0%
Intergovernmental	-	-	-	-	-	-	-	0%
Use of Money & Property	625,717	925,075	860,000	(200,000)	660,000	158,229	(501,771)	18%
Miscellaneous	-	-	-	-	-	-	-	0%
Transfers	-	-	-	-	-	-	-	0%
Total Fire Fund Revenues	10,051,989	10,540,147	10,763,000	(4,000)	10,759,000	3,217,130	(7,541,870)	30%
Expenditures								
Public Safety								
290 General Government	\$ 278,171	\$ 287,907	\$ 300,000	\$ -	\$ 300,000	\$ -	\$ (300,000)	0%
295 Facility Maintenance	194,022	163,043	253,450	-	253,450	48,257	(205,193)	19%
296 Facility Landscaping	32,470	25,624	71,600	-	71,600	10,046	(61,554)	14%
320 Engineering	-	-	-	-	-	-	-	0%
420 Fire Services	6,879,010	6,718,530	10,205,925	(400,000)	9,805,925	2,100,871	(8,105,054)	21%
Total Fire Fund Expenditures	7,383,673	7,195,105	10,830,975	(400,000)	10,430,975	2,159,174	(8,671,801)	20%
TOTAL FIRE FUND NET REVENUE	2,668,316	3,345,042	(67,975)	396,000	328,025	1,057,957	1,129,932	



General Fund Operating Summary

Description	Audited Actuals 2023-24	Audited Actuals 2024-25	Amended Budget 2025-26	Mid-Year Approprio n Request 2025-26	Mid-Year Amended Budget 2025-26	Actuals 1/29/2026	Amount Over(Under) Budget 2025-26	% Budget Used
GENERAL FUND								
Operating Revenues								
Property Taxes	\$ 4,004,968	\$ 4,261,355	\$ 4,443,800	\$ -	\$ 4,443,800	\$ 1,350,901	\$ (3,092,899)	30%
Sales & Use Tax	31,415,102	34,714,250	36,072,400	-	36,072,400	9,538,112	(26,534,288)	26%
Franchise Fees	2,700,740	2,968,827	2,805,000	140,000	2,945,000	698,776	(2,106,224)	25%
Transient Occupancy Tax	-	377,751	540,000	20,000	560,000	187,345	(352,655)	35%
License, Permits & Fees	3,701,400	2,984,208	3,002,300	185,000	3,187,300	1,755,910	(1,246,390)	58%
Fines, Penalties & Forfeitures	713,504	1,051,914	1,005,000	15,000	1,020,000	404,926	(600,074)	40%
Intergovernmental	6,632,569	6,922,975	7,075,000	-	7,075,000	239,549	(6,835,451)	3%
Use of Money & Property	1,310,489	1,443,000	1,100,000	-	1,100,000	567,922	(532,078)	52%
Miscellaneous	374,955	324,134	205,060	-	205,060	80,364	(124,696)	39%
Transfers In	531,786	511,261	507,811	-	507,811	-	(507,811)	0%
Total General Fund Operating Revenues	51,385,512	55,559,673	56,756,371	360,000	57,116,371	14,823,805	(41,932,566)	26%
Operating Expenditures								
Personnel	\$ 7,514,498	\$ 9,558,111	\$ 12,906,497	\$ -	\$ 12,906,497	\$ 5,674,976	\$ (7,231,521)	44%
Contract Services (Law Enforcement)	13,215,383	14,431,853	17,165,150	-	17,165,150	3,046,545	(14,118,605)	18%
Contract Services (Other)	3,848,020	4,694,763	5,903,607	934,000	6,837,607	1,141,564	(4,762,043)	19%
Maintenance	291,750	326,092	644,710	-	644,710	107,154	(537,556)	17%
Operations	2,627,366	3,046,778	5,607,010	29,600	5,636,610	2,098,346	(3,508,664)	37%
Capital Outlay	(367,180)	555,919	715,738	8,000	723,738	325,949	(389,789)	46%
Debt Service	801,205	1,050,540	300,000	-	300,000	-	(300,000)	0%
Transfers Out	19,640	15,456	5,000	-	22,186	-	(5,000)	0%
Total General Fund Operating Expenditures	27,950,683	33,679,511	43,247,712	971,600	44,236,498	12,394,535	(30,853,177)	29%
NET OPERATING REVENUE	23,434,829	21,880,162	13,508,659	(611,600)	12,879,873	2,429,271	(11,079,388)	
Non-Operating Revenues								
Sales Tax	\$ 26,904,246	\$ 13,749,047	\$ 13,127,600	\$ -	\$ 13,127,600	\$ 3,112,665	\$ (10,014,935)	24%
License, Permits & Fees (One-Time Construction)	-	2,861,070	2,600,000	450,000	3,050,000	1,600,000	(1,000,000)	62%
Use of Money and Property (Interest)	2,550,000	6,097,002	4,800,000	2,600,000	7,400,000	2,800,000	(2,000,000)	58%
Use of Money and Property (Unrealized Gain/Lo	1,428,560	1,486,431	-	-	-	(770,845)	(770,845)	0%
Total General Fund Non-Operating Revenue	30,882,806	24,193,550	20,527,600	3,050,000	23,577,600	6,741,820	(13,785,780)	33%
Non-Operating Expenditures								
Contract Services (Developer Permits)	\$ -	\$ 126,000	\$ 700,000	\$ -	\$ 700,000	\$ 126,000	\$ (574,000)	18%
Transfers Out (Capital Replacement Reserves)	1,020,000	1,140,000	1,140,000	450,000	1,140,000	-	(1,140,000)	0%
Transfers Out (CIP)	14,208,282	11,082,690	53,992,122	-	21,517,569	-	(53,992,122)	0%
Transfers Out (DIF)	-	-	-	(3,888,414)	28,568,953	5,000	5,000	0%
Total General Fund Non-Operating Expendit	15,228,282	12,348,690	55,832,122	(3,438,414)	51,926,522	126,000	(55,706,122)	0%
NET NON-OPERATING REVENUE	15,654,524	11,844,860	(35,304,522)	6,488,414	(28,348,922)	6,615,820	41,920,342	
GRAND TOTAL GENERAL FUND NET REVENU	39,089,353	33,725,022	(21,795,863)	5,876,814	(15,469,049)	9,045,090	30,840,953	



General Fund Operating Summary

Description	Audited Actuals 2023-24	Audited Actuals 2024-25	Amended Budget 2025-26	Mid-Year Appropriation Request 2025-26	Mid-Year Amended Budget 2025-26	Actuals 1/29/2026	Amount Over(Under) Budget 2025-26	% Budget Used
OTHER PURPOSE GENERAL FUNDS								
RESTRICTED STRUCTURAL FIRE FUND								
Operating Revenues								
Property Taxes (Restricted for Fire Services)	\$ 9,196,030	\$ 9,376,216	\$ 9,694,000	\$ 196,000	\$ 9,890,000	\$ 2,978,691	\$ (6,715,309)	31%
Sales & Use Tax	-	-	-	-	-	-	-	0%
Franchise Fees	-	-	-	-	-	-	-	0%
Other Taxes	-	-	-	-	-	-	-	0%
License, Permits & Fees	143,895	112,232	119,000	-	119,000	80,210	(38,790)	67%
Fines, Penalties & Forfeitures	86,348	126,624	90,000	-	90,000	-	(90,000)	0%
Intergovernmental	-	-	-	-	-	-	-	0%
Use of Money & Property	625,717	925,075	860,000	(200,000)	660,000	158,229	(701,771)	18%
Miscellaneous	-	-	-	-	-	-	-	0%
Transfers	-	-	-	-	-	-	-	0%
Total Fire Fund Revenues	10,051,989	10,540,147	10,763,000	(4,000)	10,759,000	3,217,130	(7,545,870)	30%
Operating Expenditures								
Salaries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
Benefits	-	-	-	-	-	-	-	0%
Staff Development	-	-	-	-	-	-	-	0%
Contract Services	6,821,529	6,619,948	9,112,125	(400,000)	8,712,125	2,102,021	(7,010,104)	23%
Maintenance	77,995	60,950	123,500	-	123,500	3,895	(119,605)	3%
Operations	205,979	226,299	295,350	-	295,350	50,490	(244,860)	17%
Capital Outlay	-	-	-	-	-	-	-	0%
Debt Service	278,171	287,907	300,000	-	300,000	-	(300,000)	0%
Transfers Out	-	-	-	-	-	-	-	0%
Subtotal Fire Fund Expenditures	7,383,673	7,195,105	9,830,975	(400,000)	9,430,975	2,156,405	(7,674,570)	22%
NET OPERATING REVENUE	2,668,316	3,345,042	932,025	396,000	1,328,025	1,060,725	128,700	
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	\$ -	\$ 1,000,000	\$ -	\$ (1,000,000)	0%
CIP (Vehicle Purchase)	-	-	-	-	-	-	-	0%
Total Fire Fund Non-Operating Expenditures	-	-	1,000,000	-	1,000,000	-	\$(1,000,000)	0%
NET NON-OPERATING REVENUE	-	-	(1,000,000)	-	(1,000,000)	-	1,000,000	
FIRE FUND GRAND TOTAL NET REVENUE	2,668,316	3,345,042	(67,975)	396,000	328,025	1,060,725	1,128,700	-

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Other Funds Summary

*Data includes transfers

Description	Audited	Audited	Amended	Mid-Year	Mid-Year	Actuals	Amount	% Budget Used	
	Actuals	Actuals	Budget	Appropriation Request	Amended Budget		Over(Under) Budget		
	2023-24	2024-25	2025-26	2025-26	2025-26	1/29/2026	2025-26		
OTHER FUNDS									
Revenues									
120 General Plan Fund	\$ 56,795	\$ 114,990	\$ 124,000	\$ -	\$ 124,000	\$ 68,950	\$ (55,050)	56%	
200 Gas Tax	2,068,582	2,130,447	2,146,500	-	2,146,500	878,817	(1,267,683)	41%	
205 SB1	1,841,295	1,949,486	1,926,300	-	1,926,300	522,182	(1,404,118)	27%	
206 Area Drainage Plan (ADP)	30,080	40,400	33,000	-	33,000	6,358	(26,642)	19%	
210 Measure A	3,433,382	3,794,696	3,590,000	-	3,590,000	841,881	(2,748,119)	23%	
211 TDA Fund	-	-	-	-	-	-	-	0%	
220 AQMD	155,405	103,099	104,000	-	104,000	48,876	(55,124)	47%	
230 Grants: Law Enforcement Grants	-	-	-	-	-	-	-	0%	
240 Grants: Miscellaneous Grants Fund	10,820,267	10,273,842	986,914	-	986,914	-	(986,914)	0%	
241 Grants: Coronavirus Relief Fund	-	-	-	-	-	-	-	0%	
242 Grants: American Rescue Plan Act Fund	-	-	-	-	-	-	-	0%	
243 Public, Educational, or Governmental Access Fund	885	1,049	-	-	-	158	158	0%	
250 Grants: Community Development Block Grant	-	15,007	-	-	-	-	-	0%	
260 Local Law Enforcement Services	-	-	-	-	-	-	-	0%	
270 TUMF Reimbursement Fund	451,322	2,862,711	-	-	-	-	-	0%	
290 Transportation DIF	574,123	4,208,195	306,000	-	306,000	272,202	(33,798)	89%	
291 Fire DIF	144,417	2,896,192	69,000	-	69,000	210,166	141,166	305%	
292 Public Facilities DIF	226,542	5,625,146	24,551,953	-	24,551,953	401,064	(24,150,889)	2%	
293 Road and Bridge Benefit District	867,221	826,941	337,000	-	337,000	1,067,941	730,941	317%	
294 Quimby Parkland Fees	12,387	22,339	-	-	-	309	309	0%	
295 DIF Police Facilities Fund	-	-	4,195,000	-	4,195,000	37,223	(4,157,777)	1%	
296 DIF Public Facilities: Library Fund	-	-	-	-	-	58,994	58,994	0%	
297 DIF Park Improvement Fund	-	-	-	-	-	-	-	0%	
298 DIF Community & Recreation Centers Fund	-	-	-	-	-	-	-	0%	
300 LLMD 89-1 Zone 10	12	-	-	-	-	-	-	0%	
301 LLMD 89-1 Zone 33	185	-	-	-	-	-	-	0%	
302 LLMD 89-1 Zone 41	99,814	145,925	86,590	-	86,590	14,014	(72,576)	16%	
303 LLMD 89-1 Zone 79	1,783	2,363	1,009	-	1,009	134	(875)	13%	
304 LLMD 89-1 Zone 85	1,176	1,805	1,105	-	1,105	223	(882)	20%	
305 LLMD 89-1 Zone 111	15,827	26,149	8,258	-	8,258	1,311	(6,947)	16%	
306 LLMD 89-1 Zone 115	4,269	4,411	4,579	-	4,579	70	(4,509)	2%	
307 LLMD 89-1 Zone 116	7,233	9,945	3,308	-	3,308	465	(2,843)	14%	
308 LLMD 89-1 Zone 147	1,785	1,862	1,912	-	1,912	5	(1,907)	0%	
309 LLMD 89-1 Zone 151	9,702	11,129	11,352	-	11,352	-	(11,352)	0%	
310 LLMD 89-1 Zone 156	7,282	8,353	8,520	-	8,520	-	(8,520)	0%	
311 Benefit Assessment District 2014-2	10,183	8,626	11,891	-	11,891	137	(11,754)	1%	
312 LLMD 2014-1	17,087	8,487	12,873	-	12,873	235	(12,638)	2%	
313 LLMD 2014-3	9,230	5,185	2,842	-	2,842	90	(2,752)	3%	
314 LLMD 2014-4	4,134	1,640	2,575	-	2,575	110	(2,465)	4%	
315 Community Facilities District 2019-1 Cloverdale	9,618	9,726	5,148	-	5,148	116	(5,032)	2%	
316 Community Facilities District 2025-01 Limonite	-	-	-	76,200	76,200	-	(76,200)	0%	
317 Community Facilities District 2024-02 Zone 1 Eastva	-	-	5,598	425,250	430,848	-	(430,848)	0%	
318 Community Facilities District 2024-02 Zone 2 Magnc	-	-	-	-	-	-	-	0%	
319 Community Facilities District 2024-02 Zone 4 Eastva	-	-	-	-	-	6,500	6,500	0%	
400 Community Facilities District 2017-1 Goodman Com	45,285	49,547	39,827	-	39,827	2,161	(37,666)	5%	
401 Community Facilities District 2017-2 Sendero	35,390	37,133	33,353	-	33,353	590	(32,763)	2%	
402 Community Facilities District 2020-1 Hamner Place	99,168	117,254	121,942	-	121,942	-	(121,942)	0%	
403 LMD 98-2 ORIGINAL	5,485	4,644	1,300	-	1,300	165	(1,135)	13%	
404 LMD 98-2 ANNEX 01/Zone A	4,749	4,867	2,427	-	2,427	64	(2,364)	3%	
405 LMD 98-2 ANNEX 02/Zone B	64,280	49,206	18,260	-	18,260	915	(17,345)	5%	
406 LMD 98-2 ANNEX 03/Zone C	10,371	10,721	1,305	-	1,305	159	(1,146)	12%	
407 LMD 98-2 ANNEX 04/Zone D	15,673	16,178	1,590	-	1,590	178	(1,412)	11%	
408 LMD 98-2 ANNEX 06/Zone F	11,367	10,330	2,460	-	2,460	341	(2,119)	14%	
409 LMD 2001-1 Zone G	1,254	1,333	1,324	-	1,324	26	(1,298)	2%	
410 LMD 2001-1 Zone S	1,643	1,720	1,736	-	1,736	23	(1,714)	1%	
411 LMD 2001-1 Zone W	7,732	617	-	-	-	-	-	0%	

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Other Funds Summary

*Data includes transfers

Description	Audited	Audited	Amended	Mid-Year	Mid-Year	Actuals	Amount	% Budget Used
	Actuals	Actuals	Budget	Appropriation Request	Amended Budget		Over(Under) Budget	
	2023-24	2024-25	2025-26	2025-26	2025-26	1/29/2026	2025-26	
412 LMD 2001-2 Zone A	15,067	14,031	3,865	-	3,865	540	(3,325)	14%
413 LMD 2001-2 Zone B	11,964	10,898	2,235	-	2,235	268	(1,967)	12%
414 LMD 2001-2 Zone C	674	607	65	-	65	12	(53)	19%
415 LMD 2001-2 Zone D	7,999	9,214	1,555	-	1,555	258	(1,297)	17%
416 LMD 2001-2 Zone F	11,209	2,781	625	-	625	97	(528)	15%
417 LMD 2001-2 Zone G	9,437	7,737	1,900	-	1,900	246	(1,654)	13%
418 LMD 2001-2 Zone H	19,990	23,756	3,855	-	3,855	482	(3,373)	12%
419 LMD 2001-2 Zone J	13,370	14,423	2,620	-	2,620	398	(2,222)	15%
420 LMD 2001-2 Zone K	1,880	1,919	1,965	-	1,965	18	(1,947)	1%
421 LMD 2001-2 Zone M	1,677	1,807	210	-	210	33	(177)	16%
422 LMD 2001-3 Zone A	13,396	13,848	14,111	-	14,111	124	(13,987)	1%
423 LMD 2001-3 Zone B	8,173	8,626	1,737	-	1,737	234	(1,503)	13%
424 LMD 2001-3 Zone C	4,639	4,473	1,785	-	1,785	212	(1,573)	12%
425 LMD 2001-3 Zone D	9,343	8,922	3,500	-	3,500	388	(3,112)	11%
426 LMD 2001-3 Zone E	22,706	22,041	7,350	-	7,350	942	(6,408)	13%
427 LMD 2001-3 Zone F	4,824	4,948	3,120	-	3,120	382	(2,738)	12%
428 LMD 2001-3 Zone G	6,918	4,983	3,916	-	3,916	77	(3,839)	2%
429 LMD 2001-3 Zone H	3,742	3,460	1,355	-	1,355	117	(1,238)	9%
430 LMD 2001-3 Zone I	25,353	30,276	5,700	-	5,700	930	(4,770)	16%
431 LMD 2001-3 Zone J	7,174	6,547	1,530	-	1,530	260	(1,270)	17%
432 LMD 2001-3 Zone K	8,290	7,067	1,745	-	1,745	185	(1,560)	11%
433 LMD 2001-3 Zone L	8,636	7,795	1,785	-	1,785	388	(1,397)	22%
434 LMD 2001-3 Zone M	15,716	19,214	4,590	-	4,590	732	(3,858)	16%
435 LMD 2001-3 Zone N	20,318	17,394	3,485	-	3,485	435	(3,050)	12%
436 LMD 2001-3 Zone O	1,519	1,463	480	-	480	72	(408)	15%
437 LMD 2001-3 Zone P	8,324	8,151	3,255	-	3,255	321	(2,934)	10%
438 LMD 2001-3 Zone Q	3,618	3,493	1,195	-	1,195	176	(1,019)	15%
439 LMD 2001-3 Zone R	1,067	934	155	-	155	22	(133)	14%
440 LMD 2001-3 Zone S	1,717	2,298	595	-	595	85	(510)	14%
441 LMD 2001-3 Zone T	12,021	12,614	5,075	-	5,075	501	(4,574)	10%
442 LMD 2001-3 Zone U	8,485	9,032	2,673	-	2,673	301	(2,372)	11%
443 LMD 2001-3 Zone V	13,631	25,369	4,985	-	4,985	718	(4,267)	14%
444 LMD 2001-3 Zone W	8,985	9,292	1,870	-	1,870	274	(1,596)	15%
445 LMD 2001-3 Zone X	1,321	1,240	430	-	430	88	(342)	21%
446 LMD 2001-3 Zone Y	2,099	2,058	765	-	765	88	(677)	12%
447 LMD 2001-3 Zone Z	2,296	2,226	805	-	805	98	(707)	12%
448 LMD 2001-3 Zone AA	1,615	1,498	500	-	500	86	(414)	17%
449 LMD 2001-3 Zone BB	1,343	1,254	490	-	490	77	(413)	16%
450 LMD 2001-3 Zone CC	10,601	9,835	1,980	-	1,980	348	(1,632)	18%
451 LMD 2001-3 Zone DD	14,894	14,235	4,010	-	4,010	521	(3,489)	13%
452 LMD 2001-3 Zone EE	15,881	6,486	2,315	-	2,315	351	(1,964)	15%
453 LMD 2001-3 Zone FF	12,637	12,086	2,795	-	2,795	393	(2,402)	14%
454 LMD 2001-3 Zone GG	3,452	3,345	1,230	-	1,230	129	(1,101)	11%
455 LMD 2001-3 Zone HH	2,771	2,704	945	-	945	142	(803)	15%
456 LMD 2001-3 Zone II	5,828	5,769	2,150	-	2,150	231	(1,919)	11%
457 LMD 2001-3 Zone JJ	1,178	1,147	395	-	395	43	(352)	11%
458 LMD 2001-3 Zone KK	1,664	1,272	2,051	-	2,051	-	(2,051)	0%
459 LMD 2001-3 Zone LL	2,252	2,754	755	-	755	70	(685)	9%
460 LMD 2001-3 Zone MM	3,146	2,873	635	-	635	81	(554)	13%
461 LMD 2001-3 Zone NN	4,227	4,105	1,605	-	1,605	180	(1,425)	11%
462 LMD 2001-3 Zone OO	4,175	4,016	1,410	-	1,410	174	(1,236)	12%
463 LMD 2001-3 Zone PP	4,814	4,635	1,815	-	1,815	188	(1,627)	10%
464 LMD 2001-3 Zone QQ	2,116	2,041	575	-	575	118	(457)	21%
465 LMD 2001-3 Zone RR	13,226	12,702	4,060	-	4,060	504	(3,556)	12%
466 LMD 2001-3 Zone SS	4,739	4,607	1,835	-	1,835	178	(1,657)	10%
467 LMD 2001-3 Zone TT	2,056	1,986	875	-	875	87	(788)	10%
468 LMD 2001-3 Zone UU	1,510	1,468	475	-	475	60	(415)	13%
469 LMD 2001-3 Zone VV	2,513	2,457	535	-	535	61	(474)	11%
470 LMD 2001-3 Zone WW	5,583	5,415	1,865	-	1,865	218	(1,647)	12%
471 LMD 2001-3 Zone XX	2,843	2,881	2,852	-	2,852	71	(2,781)	2%



Other Funds Summary

*Data includes transfers

Description	Audited	Audited	Amended	Mid-Year	Mid-Year	Actuals	Amount	% Used
	Actuals	Actuals	Budget	Appropriation Request	Amended Budget		Over(Under) Budget	
	2023-24	2024-25	2025-26	2025-26	2025-26	1/29/2026	2025-26	
472 LMD 2001-3 Zone YY	11,887	10,613	2,520	-	2,520	539	(1,981)	21%
473 LMD 2001-3 Zone ZZ	2,726	2,448	865	-	865	119	(746)	14%
474 LMD 2001-3 Zone AAA	10,753	10,288	3,670	-	3,670	489	(3,181)	13%
475 LMD 2001-3 Zone BBB	6,775	6,527	2,170	-	2,170	262	(1,908)	12%
476 LMD 2001-3 Zone CCC	17,254	16,335	5,095	-	5,095	609	(4,486)	12%
477 LMD 2001-3 Zone DDD	12,722	12,412	4,230	-	4,230	470	(3,760)	11%
478 LMD 2001-3 Zone EEE	3,459	3,332	745	-	745	76	(669)	10%
479 LMD 2001-3 Zone FFF	11,827	15,892	4,130	-	4,130	651	(3,479)	16%
480 LMD 2001-3 Zone GGG	4,708	4,497	1,260	-	1,260	228	(1,032)	18%
481 LMD 2001-3 Zone HHH	3,910	4,062	2,906	-	2,906	15	(2,891)	1%
482 LMD 2001-3 Zone III	14,862	15,102	15,365	-	15,365	54	(15,311)	0%
483 LMD 2001-3 Zone JJJ	7,200	6,742	2,520	-	2,520	263	(2,257)	10%
484 LMD 2001-3 Zone LLL	5,044	2,776	1,520	-	1,520	71	(1,449)	5%
485 LMD 2001-3 Zone MMM	4,783	4,620	1,662	-	1,662	167	(1,495)	10%
486 Illumination District No 2 Subarea 35	5,352	4,971	390	-	390	51	(339)	13%
487 Illumination District No 2 Subarea 42	1,777	1,609	2,271	-	2,271	15	(2,256)	1%
488 Illumination District No 2 Subarea 46	4,550	4,782	3,160	-	3,160	26	(3,134)	1%
489 Illumination District No 2 Subarea 49	4,802	4,855	4,837	-	4,837	54	(4,783)	1%
490 Illumination District No 2 Subarea 55	684	682	679	-	679	8	(671)	1%
500 Debt Service	-	-	50,000,000	7,802,245	57,802,245	58,552,502	750,257	117%
600 Capital Projects	14,208,282	11,343,363	25,410,919	(3,888,414)	21,522,505	5,000	(21,517,505)	0%
601 General Information Technology Capital Replacemei	50,000	50,000	50,000	-	50,000	-	(50,000)	0%
602 General Fleet Capital Replacement Fund	120,000	240,000	240,000	-	240,000	-	(240,000)	0%
603 General Street Maintenance Capital Fund	500,000	500,000	500,000	-	500,000	-	(500,000)	0%
604 General Facility Maintenance Capital Fund	250,000	250,000	250,000	-	250,000	-	(250,000)	0%
700 Information Technology	-	-	-	-	-	-	-	0%
Total Other Fund Revenues	36,890,417	48,366,113	115,408,705	4,415,281	119,823,986	63,019,631	(56,804,356)	55%

Expenditures

120 General Plan Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
200 Gas Tax	2,684,385	1,813,837	4,335,730	33,500	4,369,230	215,693	(4,153,537)	5%
205 SB1	3,938,265	306,587	3,256,124	-	3,256,124	1,817,514	(1,438,610)	56%
206 Area Drainage Plan (ADP)	-	-	-	-	-	-	-	0%
210 Measure A	4,542,330	2,561,775	8,728,670	-	8,728,670	882,660	(7,846,011)	10%
211 TDA Fund	-	-	83,750	-	83,750	-	(83,750)	0%
220 AQMD	519,472	-	320,000	-	320,000	124,808	(195,192)	39%
230 Law Enforcement Grants	-	-	-	-	-	-	-	0%
240 Grants: Miscellaneous Grants Fund	13,029,122	8,086,513	565,552	-	565,552	87,697	(477,855)	16%
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	1,671,198	873,493	9,572,000	-	9,572,000	-	(9,572,000)	0%
290 Transportation DIF	5,170	4,012,778	9,961	-	9,961	895	(9,066)	9%
291 Fire DIF	910	2,775,119	69	-	69	-	(69)	0%
292 Public Facilities DIF	3,260	5,435,493	20,764,822	-	20,764,822	367,869	(20,396,953)	2%
293 Road and Bridge Benefit District	-	196,635	-	-	-	-	-	0%
294 Quimby Parkland Fees	-	-	-	-	-	-	-	0%
295 DIF Police Facilities Fund	-	-	5,426,650	-	5,426,650	43,433	(5,383,217)	1%
296 DIF Public Facilities: Library Fund	-	-	19,020,000	-	19,020,000	2,643,020	(16,376,980)	14%
297 DIF Park Improvement Fund	-	-	-	-	-	-	-	0%
298 DIF Community & Recreation Centers Fund	-	-	-	-	-	-	-	0%
300 LLMD 89-1 Zone 10	527	-	-	-	-	-	-	0%
301 LLMD 89-1 Zone 33	8,095	-	-	-	-	-	-	0%
302 LLMD 89-1 Zone 41	20,269	14,413	59,923	-	59,923	5,911	(54,012)	10%
303 LLMD 89-1 Zone 79	1,493	1,384	1,837	-	1,837	528	(1,309)	29%
304 LLMD 89-1 Zone 85	147	102	552	-	552	2	(550)	0%
305 LLMD 89-1 Zone 111	14,694	13,613	31,879	-	31,879	3,692	(28,187)	12%
306 LLMD 89-1 Zone 115	14,138	12,643	14,009	-	14,009	3,369	(10,640)	24%



Other Funds Summary

*Data includes transfers

Description	Audited	Audited	Amended	Mid-Year	Mid-Year	Actuals	Amount	% Budget Used
	Actuals	Actuals	Budget	Appropriation Request	Amended Budget		Over(Under) Budget	
	2023-24	2024-25	2025-26	2025-26	2025-26	1/29/2026	2025-26	
307 LLMD 89-1 Zone 116	7,152	5,712	7,272	-	7,272	2,076	(5,196)	29%
308 LLMD 89-1 Zone 147	5,949	4,488	4,984	-	4,984	1,528	(3,456)	31%
309 LLMD 89-1 Zone 151	38,973	23,870	27,743	-	27,743	9,282	(18,461)	33%
310 LLMD 89-1 Zone 156	16,161	12,473	15,075	-	15,075	3,269	(11,806)	22%
311 Benefit Assessment District 2014-2	7,379	9,239	11,091	-	11,091	2,865	(8,226)	26%
312 LLMD 2014-1	9,327	10,461	11,474	-	11,474	3,341	(8,133)	29%
313 LLMD 2014-3	5,701	5,958	7,274	-	7,274	1,946	(5,328)	27%
314 LLMD 2014-4	1,613	2,185	2,985	-	2,985	373	(2,612)	13%
315 Community Facilities District 2019-1 Cloverdale	4,455	5,064	4,649	1,750	6,399	2,886	(3,513)	62%
316 Community Facilities District 2025-01 Limonite	18,820	5,158	5,269	69,000	74,269	4,108	(70,161)	78%
317 Community Facilities District 2024-02 Zone 1 Eastva	22,017	8,000	5,598	430,350	435,948	1,409	(434,539)	25%
318 Community Facilities District 2024-02 Zone 2 Magnc	-	-	-	-	-	5,000	5,000	0%
319 Community Facilities District 2024-02 Zone 4 Eastva	-	-	-	-	-	1,000	1,000	0%
400 Community Facilities District 2017-1 Goodman Com	26,446	30,417	28,827	-	28,827	14,295	(14,532)	50%
401 Community Facilities District 2017-2 Sendero	31,863	30,592	30,355	-	30,355	11,773	(18,582)	39%
402 Community Facilities District 2020-1 Hamner Place	143,595	139,704	147,634	-	147,634	12,611	(135,023)	9%
403 LMD 98-2 ORIGINAL	4,509	3,412	3,718	-	3,718	820	(2,898)	22%
404 LMD 98-2 ANNEX 01/Zone A	3,190	2,559	2,763	-	2,763	623	(2,140)	23%
405 LMD 98-2 ANNEX 02/Zone B	46,871	44,451	53,285	-	53,285	12,758	(40,527)	24%
406 LMD 98-2 ANNEX 03/Zone C	6,572	5,090	5,549	-	5,549	1,229	(4,320)	22%
407 LMD 98-2 ANNEX 04/Zone D	8,858	6,794	7,468	-	7,468	1,640	(5,828)	22%
408 LMD 98-2 ANNEX 06/Zone F	7,415	6,056	6,635	-	6,635	1,510	(5,125)	23%
409 LMD 2001-1 Zone G	620	570	4,756	-	4,756	145	(4,611)	3%
410 LMD 2001-1 Zone S	1,323	1,205	13,672	-	13,672	360	(13,312)	3%
411 LMD 2001-1 Zone W	18,934	1,225	-	-	-	1,223	1,223	0%
412 LMD 2001-2 Zone A	14,908	12,356	14,127	-	14,127	3,737	(10,390)	26%
413 LMD 2001-2 Zone B	7,646	6,316	6,832	-	6,832	1,772	(5,060)	26%
414 LMD 2001-2 Zone C	714	407	422	-	422	72	(350)	17%
415 LMD 2001-2 Zone D	4,991	4,122	4,417	-	4,417	1,147	(3,270)	26%
416 LMD 2001-2 Zone F	1,674	2,113	2,452	-	2,452	431	(2,021)	18%
417 LMD 2001-2 Zone G	7,411	5,449	6,456	-	6,456	1,615	(4,841)	25%
418 LMD 2001-2 Zone H	11,806	9,424	10,069	-	10,069	2,639	(7,430)	26%
419 LMD 2001-2 Zone J	8,784	7,274	7,768	-	7,768	2,043	(5,725)	26%
420 LMD 2001-2 Zone K	3,572	3,359	3,429	-	3,429	1,357	(2,072)	40%
421 LMD 2001-2 Zone M	1,044	790	795	-	795	176	(619)	22%
422 LMD 2001-3 Zone A	5,571	5,061	5,750	-	5,750	1,781	(3,969)	31%
423 LMD 2001-3 Zone B	2,743	2,296	2,786	-	2,786	589	(2,197)	21%
424 LMD 2001-3 Zone C	3,505	3,083	3,821	-	3,821	756	(3,065)	20%
425 LMD 2001-3 Zone D	8,054	7,600	9,190	-	9,190	1,987	(7,203)	22%
426 LMD 2001-3 Zone E	17,531	16,375	19,834	-	19,834	4,286	(15,548)	22%
427 LMD 2001-3 Zone F	1,608	1,585	2,791	-	2,791	212	(2,579)	8%
428 LMD 2001-3 Zone G	5,160	4,778	5,494	-	5,494	1,200	(4,294)	22%
429 LMD 2001-3 Zone H	4,002	3,724	4,255	-	4,255	680	(3,575)	16%
430 LMD 2001-3 Zone I	14,481	11,384	12,490	-	12,490	2,644	(9,846)	21%
431 LMD 2001-3 Zone J	4,148	3,285	3,591	-	3,591	741	(2,850)	21%
432 LMD 2001-3 Zone K	6,396	5,055	5,267	-	5,267	1,123	(4,144)	21%
433 LMD 2001-3 Zone L	4,486	3,464	3,752	-	3,752	763	(2,989)	20%
434 LMD 2001-3 Zone M	10,470	9,297	11,048	-	11,048	2,391	(8,657)	22%
435 LMD 2001-3 Zone N	17,745	14,252	13,686	-	13,686	3,289	(10,397)	24%
436 LMD 2001-3 Zone O	1,206	1,144	1,356	-	1,356	274	(1,082)	20%
437 LMD 2001-3 Zone P	6,465	6,151	7,484	-	7,484	1,603	(5,881)	21%
438 LMD 2001-3 Zone Q	3,339	3,043	3,555	-	3,555	755	(2,800)	21%
439 LMD 2001-3 Zone R	726	548	572	-	572	110	(462)	19%
440 LMD 2001-3 Zone S	1,347	1,280	1,524	-	1,524	311	(1,213)	20%
441 LMD 2001-3 Zone T	9,158	8,704	10,651	-	10,651	2,248	(8,403)	21%
442 LMD 2001-3 Zone U	7,046	7,417	7,839	-	7,839	1,707	(6,132)	22%
443 LMD 2001-3 Zone V	11,293	10,457	12,556	-	12,556	2,709	(9,847)	22%
444 LMD 2001-3 Zone W	3,824	3,552	4,207	-	4,207	917	(3,290)	22%
445 LMD 2001-3 Zone X	1,060	992	1,175	-	1,175	238	(937)	20%
446 LMD 2001-3 Zone Y	1,665	1,577	1,879	-	1,879	391	(1,488)	21%

CITY OF EASTVALE
Fiscal Year 2025-26
Mid Year Budget

* 2025-26 UNAUDITED*
Attachment 1.4

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Other Funds Summary

*Data includes transfers

Description	Audited	Audited	Amended	Mid-Year	Mid-Year	Actuals	Amount	% Budget Used
	Actuals	Actuals	Budget	Appropriation Request	Amended Budget		Over(Under) Budget	
	2023-24	2024-25	2025-26	2025-26	2025-26	1/29/2026	2025-26	
447 LMD 2001-3 Zone Z	1,810	1,708	2,054	-	2,054	425	(1,629)	21%
448 LMD 2001-3 Zone AA	1,195	1,113	1,311	-	1,311	261	(1,050)	20%
449 LMD 2001-3 Zone BB	1,020	969	1,187	-	1,187	225	(962)	19%
450 LMD 2001-3 Zone CC	5,509	4,545	4,551	-	4,551	922	(3,629)	20%
451 LMD 2001-3 Zone DD	8,339	6,863	8,260	-	8,260	1,512	(6,748)	18%
452 LMD 2001-3 Zone EE	6,422	4,456	5,410	-	5,410	1,151	(4,259)	21%
453 LMD 2001-3 Zone FF	7,022	6,087	6,517	-	6,517	1,407	(5,110)	22%
454 LMD 2001-3 Zone GG	2,692	2,556	3,077	-	3,077	647	(2,430)	21%
455 LMD 2001-3 Zone HH	2,268	2,073	2,492	-	2,492	519	(1,973)	21%
456 LMD 2001-3 Zone II	4,538	4,309	5,248	-	5,248	1,105	(4,143)	21%
457 LMD 2001-3 Zone JJ	931	874	1,036	-	1,036	206	(830)	20%
458 LMD 2001-3 Zone KK	4,252	3,887	4,046	-	4,046	858	(3,188)	21%
459 LMD 2001-3 Zone LL	1,833	2,331	2,072	-	2,072	426	(1,646)	21%
460 LMD 2001-3 Zone MM	2,053	1,708	1,898	-	1,898	400	(1,498)	21%
461 LMD 2001-3 Zone NN	3,261	3,090	3,736	-	3,736	789	(2,947)	21%
462 LMD 2001-3 Zone OO	4,238	3,286	3,982	-	3,982	846	(3,136)	21%
463 LMD 2001-3 Zone PP	4,426	4,106	4,830	-	4,830	1,128	(3,702)	23%
464 LMD 2001-3 Zone QQ	1,712	1,594	1,884	-	1,884	394	(1,490)	21%
465 LMD 2001-3 Zone RR	9,790	9,144	11,126	-	11,126	2,369	(8,757)	21%
466 LMD 2001-3 Zone SS	3,724	3,505	4,228	-	4,228	904	(3,324)	21%
467 LMD 2001-3 Zone TT	1,936	1,827	2,131	-	2,131	446	(1,685)	21%
468 LMD 2001-3 Zone UU	1,163	1,103	1,329	-	1,329	259	(1,070)	19%
469 LMD 2001-3 Zone VV	1,387	1,302	1,499	-	1,499	303	(1,196)	20%
470 LMD 2001-3 Zone WW	4,363	4,142	4,995	-	4,995	1,067	(3,928)	21%
471 LMD 2001-3 Zone XX	1,700	1,559	1,647	-	1,647	458	(1,189)	28%
472 LMD 2001-3 Zone YY	6,655	5,193	5,638	-	5,638	1,178	(4,460)	21%
473 LMD 2001-3 Zone ZZ	1,952	1,858	2,235	-	2,235	462	(1,773)	21%
474 LMD 2001-3 Zone AAA	7,846	7,430	9,051	-	9,051	1,922	(7,129)	21%
475 LMD 2001-3 Zone BBB	5,667	5,341	6,392	-	6,392	1,392	(5,000)	22%
476 LMD 2001-3 Zone CCC	13,011	11,865	13,932	-	13,932	3,057	(10,875)	22%
477 LMD 2001-3 Zone DDD	9,831	9,087	10,992	-	10,992	2,360	(8,632)	21%
478 LMD 2001-3 Zone EEE	3,153	1,056	1,511	-	1,511	267	(1,244)	18%
479 LMD 2001-3 Zone FFF	9,013	8,511	10,369	-	10,369	2,199	(8,170)	21%
480 LMD 2001-3 Zone GGG	4,661	3,822	4,543	-	4,543	993	(3,550)	22%
481 LMD 2001-3 Zone HHH	2,580	2,189	2,271	-	2,271	616	(1,655)	27%
482 LMD 2001-3 Zone III	19,495	13,274	12,420	-	12,420	2,915	(9,505)	23%
483 LMD 2001-3 Zone JJJ	5,372	4,833	5,873	-	5,873	1,235	(4,638)	21%
484 LMD 2001-3 Zone LLL	2,152	1,904	2,056	-	2,056	506	(1,550)	25%
485 LMD 2001-3 Zone MMM	3,834	3,618	4,337	-	4,337	940	(3,397)	22%
486 Illumination District No 2 Subarea 35	4,728	4,411	4,779	-	4,779	1,574	(3,205)	33%
487 Illumination District No 2 Subarea 42	1,577	1,438	1,508	-	1,508	509	(999)	34%
488 Illumination District No 2 Subarea 46	4,291	4,368	4,148	-	4,148	1,189	(2,959)	29%
489 Illumination District No 2 Subarea 49	5,522	5,246	5,673	-	5,673	1,722	(3,951)	30%
490 Illumination District No 2 Subarea 55	1,073	989	1,074	-	1,074	295	(779)	27%
500 Debt Service	-	-	50,000,000	7,802,245	57,802,245	8,198,530	(49,603,715)	16%
600 Capital Projects	8,801,649	5,202,634	44,047,746	75,000	44,122,746	3,110,509	(41,012,236)	7%
601 General Information Technology Capital Replaceme	-	-	-	-	-	-	-	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	36,108,448	32,048,980	167,060,018	8,411,845	175,471,863	17,697,250	(157,774,613)	11%



Attachment 1.5

Available Resources Summary

Fund Name & Type	Audited Fund	Audited Fund	Audited Fund	Mid Year	Mid Year	Estimated
	Balance	Balance	Balance	Amended	Amended	Available Fund
	2022-23	2023-24	2024-25	Revenue Budget	Expenditure	Balance
				2025-26	2025-26	6/30/2026
GENERAL FUNDS						
100 General Fund	\$ 127,394,125	\$ 166,483,478	\$ 200,208,500	\$ 80,693,971	\$ 96,163,020	\$ 184,739,451
TOTAL General Funds	127,394,125	166,483,478	200,208,500	80,693,971	96,163,020	184,739,451
OTHER PURPOSE GENERAL FUNDS						
110 Restricted Structural Fire Fund	\$ 16,875,651	\$ 19,543,967	\$ 22,889,009	\$ 10,759,000	\$ 10,430,975	\$ 23,217,034
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	10,430,975	23,512,819
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	24,551,953	20,764,822	4,375,260
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	-	-	-	4,195,000	5,426,650	(1,231,650)
296 DIF Public Facilities: Library Fund	-	-	-	-	19,020,000	(19,020,000)
297 DIF Park Improvement Fund	-	-	-	-	-	-
298 DIF Community & Recreation Centers Fund	-	-	-	-	-	-
300 LLMD 89-1 Zone 10 - 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 2024-01 Zone 1 Eastvale Sq	-	(22,017)	(30,017)	430,848	435,948	(35,117)
318 Community Facilities District 2024-02 Zone 2 Magnolia R	-	-	-	-	-	-
319 Community Facilities District 2024-02 Zone 4 Eastvale Sq	-	-	-	-	-	-
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)
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



Attachment 1.5

Available Resources Summary

Fund Name & Type		Audited Fund	Audited Fund	Audited Fund	Mid Year	Mid Year	Estimated
		Balance	Balance	Balance	Amended	Amended	Available Fund
		2022-23	2023-24	2024-25	Revenue Budget	Expenditure	Balance
					2025-26	2025-26	6/30/2026
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
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



Attachment 1.5

Available Resources Summary

Fund Name & Type	Audited Fund	Audited Fund	Audited Fund	Mid Year	Mid Year	Estimated
	Balance	Balance	Balance	Amended	Amended	Available Fund
	2022-23	2023-24	2024-25	Revenue Budget	Expenditure	Balance
				2025-26	2025-26	6/30/2026
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	39,335,236	73,546,872	(3,655,971)
DEBT SERVICE FUND						
500 General Debt Service Fund	\$ -	\$ -	\$ -	\$ 57,802,245	\$ 57,802,245	\$ -
TOTAL Debt Service Fund	-	-	-	57,802,245	57,802,245	-
CAPITAL PROJECTS FUNDS						
600 General Capital Projects Fund	\$ 11,052,878	\$ 16,459,511	\$ 22,600,241	\$ 21,522,505	\$ 44,122,746	\$ (0)
601 General Information Technology Capital Replacement Fund	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 I	-	100,000	200,000	100,000	-	300,000
TOTAL Capital Projects Fund	12,476,530	18,783,163	26,063,893	22,662,505	44,122,746	4,603,652
TOTAL	\$ 183,881,258	\$ 226,401,655	\$ 279,888,852	\$ 211,376,957	\$ 282,065,858	\$ 209,199,952



Attachment 1.5

Available Resources Summary

Fund Name & Type	Audited Fund Balance 2022-23	Audited Fund Balance 2023-24	Audited Fund Balance 2024-25	Mid Year Amended Revenue Budget 2025-26	Mid Year Amended Expenditure 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						\$ 184,739,451
<i>Nonspendable (Per 06/30/2025 ACFR Draft):</i>						
Prepaid Items					-	
<u>Other Current Liabilities (& Fund 800 Deposits on Account)</u>					5,848,110	
<i>Total Nonspendable Fund Balance</i>						<u>5,848,110</u>
<i>Restricted:</i>						
<u>Restricted Fund Balance</u>					-	
<i>Total Restricted Fund Balance</i>						<u>-</u>
<i>Assigned:</i>						
General Fund Operating Reserve (50% of Adopted Operating Appropriations)					20,165,449	
Cash Flow: Reimbursable CIP Grants					9,655,750	
Cash Flow: Special Revenue Fund Negative Fund Balance					396,845	
Loan Program: Business Incentive Loan					130,000	
Land Purchases (FY2024-25 & 2025-26)					11,600,000	
Financial System Implementation (FY2026-27)					1,000,000	
GF/DIF Loan Civic Center					20,251,650	
Equipment Purchase, Fire Truck					300,000	
<u>Facility Construction: Civic Center/Parking Structure</u>					34,235,600	
<i>Total Assigned Reserves</i>						<u>97,735,294</u>
<i>Committed:</i>						
Facility Construction: City Hall					19,571,690	
Facility Construction: Library					17,574,470	
Facility Construction: Police Station					9,906,400	
<u>Facility Construction: Civic Center/Parking Structure</u>					16,145,476	
Equipment Purchase, Fire Truck					2,500,000	
Pension Obligation					2,500,000	
Public Safety Rate Increase Stabilization					3,000,000	
<u>Debt Service Reserve: Future Civic Center</u>					7,000,000	
<i>Total Committed Reserves</i>						<u>78,198,036</u>
<i>Committed Appropriations Limit Qualified Capital Outlay Reserve:</i>						
<u>General Fund: Facility Construction: Police Station - Appropriations Limit</u>					375,100	
<i>Total Appropriations Limit Committed Reserves</i>						<u>375,100</u>
Total General Funds Estimated Unassigned Fund Balance at 06/30/2026						\$ 2,582,911
RESTRICTED STRUCTURAL FIRE FUND - FUND BALANCE RESERVES AND COMMITMENTS						
Total Fire Funds Estimated Fund Balance at 06/30/2025						\$ 23,217,034
<i>Assigned:</i>						
Fire Fund Operating Reserve (75% of Adopted Operating Appropriations)					7,823,231	
<u>Facility Construction: Third Fire Station</u>					2,190,000	
<i>Total Assigned Reserves</i>						<u>10,013,231</u>
<i>Committed:</i>						
Facility Construction: Third Fire Station					12,300,000	
<u>Equipment Purchase: Apparatus Replacement Reserve</u>					400,000	
<i>Total Committed Reserves</i>						<u>12,700,000</u>
Total Fire Funds Estimated Unassigned Fund Balance at 06/30/2026						\$ 503,803
<i>Restricted by the County of Riverside (Per 06/30/2025 ACFR Draft):</i>						
<u>Restricted Fund Balance</u>					19,543,967	
<i>Total Restricted Fund Balance</i>						<u>19,543,967</u>

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



Attachment 1.6

Assigned Reserve: Contingency Calculation

Fund Name & Type	Audited Fund Balance 2022-23	Audited Fund Balance 2023-24	Audited Fund Balance 6/30/2025	Mid-Year Amended Revenue Budget 2025-26	Mid-Year Amended Expenditure 2025-26	Projected Available Fund Balance 6/30/2026
GENERAL FUNDS						
100 General Fund	\$ 127,394,125	\$ 166,483,478	\$ 200,208,500	\$ 80,693,971	\$ 96,163,020	\$ 184,739,451
TOTAL General Funds	127,394,125	166,483,478	200,208,500	80,693,971	96,163,020	184,739,451
Assigned 50% Contingency Reserve						
Policy: 50% of Annual Budgeted Operating Expenditures						
Total Expenditures					96,163,020	
Non-Operating Expenditures					55,832,122	
Operating Expenditures						40,330,898
50% Reserve						20,165,449
5% Unassigned Reserve						2,016,545
OTHER PURPOSE GENERAL FUNDS						
110 Restricted Structural Fire Fund	\$ 16,875,651	\$ 19,543,967	\$ 10,430,975	\$ 23,217,034	\$ 10,430,975	\$ 23,217,034
TOTAL Other Purpose General Funds	16,875,651	19,543,967	10,430,975	23,217,034	10,430,975	23,217,034
Assigned 75% Contingency Reserve						
Policy: 75% of Annual Budgeted Operating Expenditures						
Total Expenditures					10,430,975	
Non-Operating Expenditures					-	
Operating Expenditures						10,430,975
75% Reserve						7,823,231



Attachment 1.7

Appropriations Limit Summary

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

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

	FY2021-22 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 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	-	-	-	-

	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
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	-	-	-

	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
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	-	-	-

	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
FY2023-24 Proposed Reserve Commitments					



Attachment 1.7

Appropriations Limit Summary

	Original Limit Calculation 2018-19	Original Limit Calculation 2019-20	Pre Voter Approved Override 2020-21	Voter Approved Override 2020-21	Post Voter Approved Override 2021-22	Post Voter Approved Override 2022-23	Post Voter Approved Override 2023-24	Post Voter Approved Override 2024-25	Original Limit Calculation 2025-26
General Fund: Facility Construction City Hall - Appropriations Limit							(3,525,400)		
General Fund: Limonite Gap Bridge - Appropriations Limit						(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	8,055,637	
Quarter 3	2,272,291	10,892,874	10,836,091	10,173,170	11,478,848	11,468,681	-	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	20,706,415	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.

**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

Incomplete quarter; two installments of three received

RESOLUTION NO. 26-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA,
AMENDING ITS OPERATING AND CAPITAL BUDGET, AND THE CAPITAL
IMPROVEMENT PLAN FOR THE 2025-2026 FISCAL YEAR MID-YEAR REVIEW**

WHEREAS, the budget and capital improvement plan for fiscal year 2025-2026 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 operating appropriations, nor exceed, transfer, or adjust their Capital Improvement Plan appropriations without the consent of the City Council; and

WHEREAS, during the Mid-Year budget review several operating accounts were identified as requiring appropriation changes for both revenues and expenditures; and

WHEREAS, staff has adjusted the project budget for the Citrus Reimagined Project, the Median Improvement Project, and Miscellaneous Traffic Project, based on requests from staff and the adjustments require an amendment to the Capital Improvement Plan and Budget; and

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

WHEREAS, staff desires to amend the 2025-26 Capital Improvement Plan and Budget to recognize the updates to the three aforementioned projects.

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

SECTION 1. THE CITY COUNCIL AMENDS ITS FISCAL YEAR 2025-2026 BUDGET AS DEFINED IN ATTACHMENT "2.1" EXHIBIT A TO THE STAFF REPORT ACCOMPANYING THIS RESOLUTION PER THE MID-YEAR REVIEW RECOMMENDATIONS.

SECTION 2. THE CITY COUNCIL AUTHORIZES APPROPRIATIONS AND UPDATES TO THE 2025-26 CAPITAL IMPROVEMENT PLAN AND BUDGET AS SHOWN IN ATTACHMENT "2.2" EXHIBIT B TO THE STAFF REPORT ACCOMPANYING THIS RESOLUTION FOR THE CITRUS REIMAGINED PROJECT 95022-0000, MEDIAN IMPROVEMENT PROJECTS AT RIVER RD, CANTU GALLEANO RD 93039-0000, AND ARCHIBALD AVE AND MISCELLANEOUS TRAFFIC/PEDESTRIAN SAFETY 94005-0000.

PASSED, APPROVED AND ADOPTED this 11th day of February 2026.

Jocelyn Yow
Mayor

APPROVED AS TO FORM:

ATTEST:

Erica Vega
City Attorney

Marc A. Donohue, MMC
City Clerk

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

I, Marc A. Donohue, City Clerk of the City of Eastvale, California, do hereby certify that the foregoing City Council Resolution No. 26-XX, was duly adopted by the City Council of the City of Eastvale, California, at a meeting held on the 11th day of February 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Marc A. Donohue, MMC
City Clerk



Attachment 2.1
 Exhibit A

Mid-Year Appropriation Requests

Account Number	Revenue/ Expenditure	Fund Title	Department	Description	Council Appropriation Request	Comment
100-000-4110	Revenues	General Fund	Non Departmental	Transient Occupancy Tax	20,000	TOT trending higher than anticipated
100-000-4150	Revenues	General Fund	Non Departmental	Fran Fee - Cable TV	10,000	Franchise Fees trending slightly higher than anticipated
100-000-4151	Revenues	General Fund	Non Departmental	Fran Fee - Electric	30,000	Franchise Fees trending higher than anticipated
100-000-4152	Revenues	General Fund	Non Departmental	Fran Fee - Refuse Disposa	100,000	Franchise fees trending significantly higher than anticipated
100-000-4200	Revenues	General Fund	Non Departmental	Building Fixed Permit Fee	200,000	One-time development permitting trends remain high
100-000-4210	Revenues	General Fund	Non Departmental	Planning Fixed Fees	250,000	One-time development permitting trends remain high
100-000-4215	Revenues	General Fund	Non Departmental	Development Fees-Planning	25,000	One-time development permitting trends remain high
100-000-4216	Revenues	General Fund	Non Departmental	Development Fees-B&S	(10,000)	Swapping building permitting revenue into legal
100-000-4217	Revenues	General Fund	Non Departmental	Development Fees-Legal	10,000	Swapping building permitting revenue into legal
100-000-4219	Revenues	General Fund	Non Departmental	Development Fees-Engineering	100,000	One-time development permitting trends remain high
100-000-4220	Revenues	General Fund	Non Departmental	Technology Fees	75,000	One-time development permitting trends remain high
100-000-4225	Revenues	General Fund	Non Departmental	Engineering/Encroachment Fixed Fees	(40,000)	Reduce revenue to match trend in engineering fixed fees
100-000-4230	Revenues	General Fund	Non Departmental	Storm Water Inspection Fees	25,000	Storm water invoice recovery higher than anticipated
100-000-4301	Revenues	General Fund	Non Departmental	Vehicle Impound Fees	15,000	Trending slightly higher than anticipated
100-000-4600	Revenues	General Fund	Non Departmental	Interest Income	2,600,000	Interest income expected to remain high until bond proceeds are spent
Fund 100 Total Revenue Appropriation					3,410,000	
100-240-6510	Expenditure	General Fund	Information Technology	Other Services & Supplies	13,600	ITS Copilot (AI) Subscription 10k; Datto Server Backup annual 3,600 - not included in original budget
100-260-6490	Expenditure	General Fund	GS: Communications	Other Contract Services	13,000	Community Calendar software: six months
100-290-6832	Expenditure	General Fund	Non Departmental	Transient Occupancy Tax Abatement	16,000	Match revenue trend
100-290-6960	Expenditure	General Fund	Non Departmental	Transfer Out to CIP Fund	(3,888,414)	Reduce CIP fund transfer out, available fund balance due to reduced budget rolls from 2024-25
100-311-6615	Expenditure	General Fund	Comm Safety & Tech: Ad	Computer Software >10k	8,000	DigePlan 8 additional users for a total of 25
100-330-6490	Expenditure	General Fund	Comm Safety & Tech: Co	Other Contract Services	41,000	Adjust based on trend for parking enforcement contract costs
100-510-6433	Expenditure	General Fund	PW: Streets	Contract Services: Private Developmen	420,000	Wallace engineering contract related to developer deposit accounts - on call inspection
100-510-6435	Expenditure	General Fund	PW: Streets	Storm Drain Maintenance	360,000	Onward engineering contract related to developer deposit accounts - on call inspection



Attachment 2.1
 Exhibit A

Mid-Year Appropriation Requests

Account Number	Revenue/Expenditure	Fund Title	Department	Description	Council Appropriation Request	Comment
100-510-6439	Expenditure	General Fund	PW: Streets	Street Light Maintenance	100,000	At budget adoption the bidding process was not complete for street light maintenance. A temporary contract was entered into to ensure service interruption did not occur without bidding for competitive pricing. Bidding and contract award occurred after budget adoption, additional budget needed to complete the fiscal year for both the contingent services and the newly awarded contract.
Fund 100 Total Expenditure Appropriation					(2,916,814)	
Fund 100 Total Appropriations					493,186	
110-000-4010	Revenues	Fire Fund	Non Departmental	Base Property Tax (U)	116,000	Trending higher than HdL original estimates
110-000-4030	Revenues	Fire Fund	Non Departmental	Other Property Tax	80,000	Trending higher than HdL original estimates
110-000-4600	Revenues	Fire Fund	Non Departmental	Interest Income	(200,000)	Interest rates are slightly dropping, reduce revenue to match trend
Fund 110 Total Revenue Appropriation					(4,000)	
110-420-6450	Expenditure	Fire Fund	Fire & Medical Aid	Fire Services	(400,000)	Projected additional contract savings
Fund 110 Total Expenditure Appropriation					(400,000)	
Fund 110 Total Appropriations					(404,000)	
200-510-6451	Expenditure	Gas Tax Fund	PW: Streets	Hazmat Services	33,500	Based on trended actuals for fiscal year
Fund 200 Total Expenditure Appropriation					33,500	
Fund 200 Total Appropriations					33,500	
210-500-6660	Expenditure	Measure A	Public Works	CIP: Streets	44,650	93039-0000 Swap budget between projects: Median Improvement Projects at River Rd, Cantu Galleano Rd, and Archibald Ave
210-500-6661	Expenditure	Measure A	Public Works	CIP: Streets	(44,650)	94005-0000 Swap budget between projects: Miscellaneous Traffic/Pedestrian Safety
Fund 210 Total Expenditure Appropriation					-	
Fund 210 Total Appropriations					-	
315-295-6378	Expenditure	CFD 2019-1 Cloverdale	PW: Facility Maintenance Utilities - Water/Sewer		1,750	CFD budget not completed before budget adoption
Fund 315 Total Expenditure Appropriation					1,750	
Fund 315 Total Appropriations					1,750	



Attachment 2.1
 Exhibit A

Mid-Year Appropriation Requests

Account Number	Revenue/ Expenditure	Fund Title	Department	Description	Council Appropriation Request	Comment
316-000-4075	Revenues	CFD 2025-1 Limonite	Non Departmental	Assessments	75,700	CFD Assessment Revenue not calculated at Budget
316-000-4600	Revenues	CFD 2025-1 Limonite	Non Departmental	Interest Income	500	CFD Interest Revenue not calculated at Budget
Fund 316 Total Revenue Appropriation					76,200	
316-510-6378	Expenditure	CFD 2025-1 Limonite	PW: Streets	Utilities - Water/Sewer	10,000	CFD budget not completed before budget adoption
316-510-6438	Expenditure	CFD 2025-1 Limonite	PW: Streets	Signal And Sign Maintenance	30,000	CFD budget not completed before budget adoption
316-600-6436	Expenditure	CFD 2025-1 Limonite	PW: Spec Dist Landscape	Landscape Maintenance/Repair	28,900	CFD budget not completed before budget adoption
316-600-6485	Expenditure	CFD 2025-1 Limonite	PW: Spec Dist Landscape	Prop Tax Admin Charges	100	CFD budget not completed before budget adoption
Fund 316 Total Expenditure Appropriation					69,000	
Fund 316 Total Appropriations					145,200	
317-000-4075	Revenues	CFD 2024-01 Zone 1 (Orig) Eastvale Square	Non Departmental	Assessments	422,250	CFD Assessment Revenue not calculated at Budget
317-000-4600	Revenues	CFD 2024-01 Zone 1 (Orig) Eastvale Square	Non Departmental	Interest Income	3,000	CFD Interest Revenue not calculated at Budget
Fund 317 Total Revenue Appropriation					425,250	
317-290-6910	Expenditure	CFD 2024-01 Zone 1 (Orig) Eastvale Square	Non Departmental	Transfer Out to General Fund	13,750	CFD budget not completed before budget adoption
317-510-6378	Expenditure	CFD 2024-01 Zone 1 (Orig) Eastvale Square	PW: Streets	Utilities - Water/Sewer	100,000	CFD budget not completed before budget adoption
317-510-6438	Expenditure	CFD 2024-01 Zone 1 (Orig) Eastvale Square	PW: Streets	Signal And Sign Maintenance	100,000	CFD budget not completed before budget adoption
317-600-6436	Expenditure	CFD 2024-01 Zone 1 (Orig) Eastvale Square	PW: Spec Dist Landscape	Landscape Maintenance/Repair	216,600	CFD budget not completed before budget adoption
Fund 317 Total Expenditure Appropriation					430,350	
Fund 317 Total Appropriations					855,600	



Attachment 2.1
 Exhibit A

Mid-Year Appropriation Requests

Account Number	Revenue/ Expenditure	Fund Title	Department	Description	Council Appropriation Request	Comment
500-000-4800	Revenues	Debt Service Fund	Non Departmental	Proceeds From Debt	272,710	2025A Bonds, Cost of Issuance Proceeds
500-000-4800	Revenues	Debt Service Fund	Non Departmental	Proceeds From Debt	7,529,535	2025A Bonds, Capitalized Interest Proceeds
Fund 500 Total Revenue Appropriation					7,802,245	
500-800-6840	Expenditure	Debt Service Fund	Debt Service	Cost Of Issuance	272,710	2025A Bonds, Cost of Issuance expenditures
500-800-6841	Expenditure	Debt Service Fund	Debt Service	Capitalized Interest	7,529,535	2025A Bonds, Capitalized Interest expenditure
Fund 500 Total Expenditure Appropriation					7,802,245	
Fund 500 Total Appropriations					15,604,490	
600-000-4910	Revenues	Capital Projects Fund	Non Departmental	Transfer In from General Fund	(3,888,414)	Reduce CIP transfer in from General Fund, available fund balance due to reduced budget rolls from 2024-25
Fund 500 Total Revenue Appropriation					(3,888,414)	
600-500-6690	Expenditure	Capital Projects Fund	PW: Public Works	CIP: Other Infrastructure	35,000	Feasibility for Citrus Reimagined Project 95022
600-720-6695	Expenditure	Capital Projects Fund	Community Services & R	CIP: Other Capital Outlay	40,000	4th of July flag banners and brackets for streetlight poles along Limonite between Hamner and Archibald
Fund 600 Total Expenditure Appropriation					75,000	
Fund 600 Total Appropriations					(3,813,414)	
GRAND TOTAL ALL APPROPRIATIONS					\$ 12,916,312	



Capital Improvement Plan: Account Detail

Proj No.	Project Name	Account Number	Funding Source	Budget Fiscal Year 2024-25	Budget Fiscal Year 2025-26	Budget Fiscal Year 2026-27	Budget Fiscal Year 2027-28	Budget Fiscal Year 2028-29	Budget Fiscal Year 2029-30
ACCESSIBILITY IMPROVEMENTS PROGRAM									
91010	Citywide Americans with Disabilities Act Improver	250-510-6690	CDBG	\$ -	\$ -	\$ 490,950	\$ 446,615	\$ -	\$ -
91010	Citywide Americans with Disabilities Act Improver	211-510-6690	TDA	-	83,750	337,350	306,885	-	-
91010	Citywide Americans with Disabilities Act Improver	210-510-6690	Measure A	-	371,885	250,000	250,000	250,000	250,000
Total Accessibility Improvements				-	455,635	1,078,300	1,003,500	250,000	250,000

ROADWAY SAFETY/TRAFFIC IMPROVEMENTS									
92001	Traffic Sign Inventory and Replacement	210-510-6695	Measure A	\$ 401,510	\$ 107,000	\$ 107,000	\$ 107,000	\$ 107,000	\$ 107,000
92011	Traffic Signal Battery Backup Systems	200-510-6670	Gas Tax	27,530	25,000	25,000	25,000	25,000	25,000
92012	Improvement of Trail Network Connectivity	210-510-6690	Measure A	787,752	-	-	-	-	-
92012	Improvement of Trail Network Connectivity	240-510-6690	ATP	694,730	-	-	-	-	-
92012	Improvement of Trail Network Connectivity	600-510-6690	General Fund	810,000	-	-	-	-	-
92012	Improvement of Trail Network Connectivity	240-510-6690	TBD	-	-	-	-	27,699,505	-
92013	Limonite Avenue Gateway Feature	200-510-6690	Gas Tax	84,900	-	-	-	-	-
92014	Roadway Vision	200-510-6695	Gas Tax	15,000	-	-	-	-	-
92018	Orchard Park to American Heroes Park Trail	210-510-6660	Measure A	40,000	60,000	-	-	-	-
92019	SCE Easement Trail Improvement Along 68th Street	210-510-6660	Measure A	40,000	-	-	-	-	-
92020	Hamner Avenue Beautification Project	210-510-6660	Measure A	500,000	-	1,000,000	-	-	-
92020	Hamner Avenue Beautification Project	200-510-6660	Gas Tax	500,000	-	-	-	-	-
92021	Traffic Signal Improvement at Sumner and 68th	290-510-6660	DIF Transportation	-	9,570	69,828	-	-	-
92021	Traffic Signal Improvement at Sumner and 68th	240-510-6660	HSIP	-	77,430	564,972	-	-	-
Total Roadway Safety				3,901,422	279,000	1,766,800	132,000	27,831,505	132,000

STREET IMPROVEMENTS									
93018	Annual Overlay	210-510-6660	Measure A	903,211	1,250,000	1,250,000	1,250,000	1,250,000	1,250,000
93018	Annual Overlay	200-510-6660	Gas Tax	185,538	-	-	-	-	-
93018	Annual Overlay	240-510-6660	CalRecycle	96,789	-	-	-	-	-
93018	Annual Overlay	205-510-6660	RMRA	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000
93027	Schleisman Road Mobility, Safety and Connectivity P1	210-510-6660	Measure A	993,838	-	-	-	-	-
93027	Schleisman Road Mobility, Safety and Connectivity P1	270-510-6660	TUMF	-	-	2,500,000	-	-	-
93027	Schleisman Road Mobility, Safety and Connectivity P1	240-510-6660	TBD	-	-	-	3,750,000	3,750,000	-
93034	Hellman Avenue Street Widening	200-510-6660	Gas Tax	50,000	-	-	-	-	-
93034	Hellman Avenue Street Widening	270-510-6660	TUMF	-	5,000,000	14,046,850	6,284,150	-	-
93034	Hellman Avenue Street Widening	600-510-6660	General Fund	25,190	-	500,000	-	-	-
93036	Streetlight Installation and Retrofit Project	200-510-6660	Gas Tax	100,000	-	-	-	-	-
93036	Streetlight Installation and Retrofit Project	210-510-6660	Measure A	100,000	50,000	50,000	50,000	50,000	50,000
93037	Limonite Gap Pedestrian Bridge	200-510-6662	Gas Tax	711,000	-	-	-	-	-



Capital Improvement Plan: Account Detail

Proj No.	Project Name	Account Number	Funding Source	Budget Fiscal Year 2024-25	Budget Fiscal Year 2025-26	Budget Fiscal Year 2026-27	Budget Fiscal Year 2027-28	Budget Fiscal Year 2028-29	Budget Fiscal Year 2029-30
93037	Limonite Gap Pedestrian Bridge	240-510-6662	CPFCSD	-	-	1,600,000	-	-	-
93037	Limonite Gap Pedestrian Bridge	210-510-6662	Measure A	-	70,000	1,900,000	-	-	-
93037	Limonite Gap Pedestrian Bridge	600-510-6662	General Fund	500,000	-	-	-	-	-
93039	Median Improvement Projects at River Rd, Cantu Gal	200-500-6660	Gas Tax	370,000	-	-	-	-	-
93039	Median Improvement Projects at River Rd, Cantu Gal	210-500-6660	Measure A	2,159,475	44,650	-	-	-	-
93039	Median Improvement Projects at River Rd, Cantu Gal	293-500-6660	RBBD	196,635	-	-	-	-	-
93040	Hamner Utility Trench Repair	210-510-6662	Measure A	-	500,000	-	-	-	-
Total Street Improvements				7,891,676	8,414,650	23,346,850	12,834,150	6,550,000	2,800,000

CITYWIDE MAINTENANCE

94001	Residential Slurry Seal	200-510-6660	Gas Tax	791,345	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
94001	Residential Slurry Seal	210-510-6660	Measure A	100,000	-	-	-	-	-
94001	Residential Slurry Seal	205-510-6660	RMRA	312,711	250,000	250,000	250,000	250,000	250,000
94001	Residential Slurry Seal	240-510-6660	CalRecycle	73,797	-	-	-	-	-
94004	Street Maintenance: Pot Holes, Deep Patch and Crac	210-510-6690	Measure A	171,105	50,000	50,000	50,000	50,000	50,000
94005	Miscellaneous Traffic/Pedestrian Safety	200-510-6660	Gas Tax	32,000	-	-	-	-	-
94005	Miscellaneous Traffic/Pedestrian Safety	210-510-6660	Measure A	108,064	55,350	100,000	100,000	100,000	100,000
94006	Citywide Traffic Signal Synchronization - Phase 1 Arte	210-510-6660	Measure A	591,771	-	-	-	-	-
94006	Citywide Traffic Signal Synchronization - Phase 1 Arte	270-510-6660	TUMF	-	4,572,000	-	2,002,000	-	-
94007	Citywide Traffic Signal Synchronization - Phase 2 Coll	210-510-6660	Measure A	240,000	-	-	-	260,000	1,500,000
94010	Citywide Branding: Entryway and Median Improvem	600-510-6660	General Fund	233,440	-	-	-	-	-
94010	Citywide Branding: Entryway and Median Improvem	210-510-6660	Measure A	250,763	-	-	-	-	-
94011	Smart City Masterplan	210-510-6660	Measure A	149,676	-	325	-	-	-
94014	Beautification Project at Sumner Ave and Bellegrave	210-510-6660	Measure A	-	700,000	-	-	-	-
Total Citywide Maintenance				3,054,672	6,627,350	1,400,325	3,402,000	1,660,000	2,900,000

LAND, BUILDINGS & IMPROVEMENTS

95011	City Hall	500-500-6650	PFA Bond Proceeds	-	22,136,300	-	-	-	-
95011	City Hall	292-500-6650	Public Facilities City Hall DIF	-	560,195	-	-	-	-
95011	City Hall	292-500-6650	Public Facilities City Hall DIF/GF Loan	-	20,204,380	-	-	-	-
95011	City Hall	600-500-6650	GF: Reserves	8,327,435	-	19,571,690	-	-	-
95012	Library	296-500-6650	Public Facilities Library DIF/GF Loan	-	19,020,000	-	-	-	-
95012	Library	600-500-6650	GF: Reserves	-	5,415,530	17,574,470	-	-	-
95013	Fire Station	110-500-6650	Fire Fund Reserves	1,000,000	-	-	4,162,545	-	-
95013	Fire Station	110-500-6650	Fire Fund Debt Service	-	-	4,079,375	1,572,120	-	-
95013	Fire Station	291-500-6650	Fire Facility DIF/FF Loan	-	-	-	8,180,825	-	-
95013	Fire Station	291-500-6650	Fire Facility DIF	-	-	-	848,505	-	-



Capital Improvement Plan: Account Detail

Proj No.	Project Name	Account Number	Funding Source	Budget Fiscal Year 2024-25	Budget Fiscal Year 2025-26	Budget Fiscal Year 2026-27	Budget Fiscal Year 2027-28	Budget Fiscal Year 2028-29	Budget Fiscal Year 2029-30
95014	Police Station	500-500-6650	PFA Bond Proceeds	-	27,863,700	-	-	-	-
95014	Police Station	295-500-6650	Police Station DIF/GF Loan	-	5,426,650	16,394,550	-	-	-
95014	Police Station	600-500-6650	GF: Reserves	-	-	375,100	-	-	-
95015	Fire Aerial Ladder Truck Purchase	600-420-6610	GF: Reserves	-	-	1,734,500	-	-	-
95015	Fire Aerial Ladder Truck Purchase	600-420-6610	GF: Gann Reserves	-	-	965,500	-	-	-
95016	Fire Medic Squad Replacement	110-420-6610	Fire Fund	-	-	800,000	-	-	-
95017	Public Works Yard	600-500-6650	General Fund	9,480,272	-	-	-	-	-
95019	Santa Ana River Area Passive Park	600-500-6690	General Fund	48,680	-	-	-	-	-
95020	OCPW Land Use - Passive Park	600-500-6690	General Fund	16,860	-	-	-	-	-
95020	OCPW Land Use - Passive Park	294-500-6690	Quimby Park Land	-	-	-	-	1,000,000	-
95022	Citrus Reimagined Project	294-500-6690	Quimby Park Land	-	-	-	1,500,000	-	-
95022	<i>Citrus Reimagined Project</i>	600-500-6690	<i>General Fund</i>	-	35,000	-	-	-	-
95023	Civic Center Site Improvement	600-500-6650	GF: Reserves	-	18,643,600	9,906,400	-	-	-
95024	Civic Center Parking	600-500-6650	General Fund	-	4,900,000	29,700,000	-	-	-
Total Land, Buildings & Improvements				18,873,247	124,205,355	101,101,585	16,263,995	1,000,000	-
Total Capital Improvements Expenditure				33,721,017	139,981,990	128,693,860	33,635,645	37,291,505	6,082,000



Capital Improvement Plan: Street Improvements

Median Improvement Projects at River Rd, Cantu Galleano

	Fiscal Year 2024-25	Fiscal Year 2025-26	Fiscal Year 2026-27	Fiscal Year 2027-28	Fiscal Year 2028-29	Fiscal Year 2029-30
Project Phases						
Design/Engineering	181,780					
Property Acquisition						
Construction	2,544,330	44,650				
Total	2,726,110	44,650	-	-	-	-
Program Financing						
Gas Tax 200-500-6660	370,000					
Measure A 210-500-6660	2,159,475	44,650				
RBBB 293-500-6660	196,635					
Total	2,726,110	44,650	-	-	-	-

Project Title: Median Improvement Projects at River Rd, Cantu Galleano Rd, and Archibald Ave
Project Number: 93039
Project Category: Street Improvements
Project Priority: Critical
Program Year Initiated: FY 2024-2025
Construction Year: FY 2025-2026
Project Estimate: \$2,726,110
Project Description: Install landscaped raised median to physically separate opposing traffic streams and help stop vehicles traveling into opposing traffic lanes.





Capital Improvement Plan: Citywide Maintenance Program

Miscellaneous Traffic/Pedestrian Safety

	Fiscal Year 2024-25	Fiscal Year 2025-26	Fiscal Year 2026-27	Fiscal Year 2027-28	Fiscal Year 2028-29	Fiscal Year 2029-30
Project Phases						
Design/Engineering	50,000	50,000	50,000	50,000	50,000	50,000
Property Acquisition						
Construction	90,064	5,350	50,000	50,000	50,000	50,000
Total	140,064	55,350	100,000	100,000	100,000	100,000
Program Financing						
Gas Tax 200-510-6660	32,000					
Measure A 210-510-6660	108,064	55,350	100,000	100,000	100,000	100,000
Total	140,064	55,350	100,000	100,000	100,000	100,000

Project Title: Miscellaneous Traffic/Pedestrian Safety
Project Number: 94005
Project Category: Citywide Maintenance Program
Project Priority: Critical
 Program Year Initiated: FY 2019-2020
 Construction Year: Ongoing
 Project Estimate: \$100,000 Annually
 Project Description: Miscellaneous design and construction to improve traffic safety for year-round traffic/safety needs.





Capital Improvement Plan: Land, Buildings, Facilities & Equipment

Citrus Reimagined Project

	Fiscal Year 2024-25	Fiscal Year 2025-26	Fiscal Year 2026-27	Fiscal Year 2027-28	Fiscal Year 2028-29	Fiscal Year 2029-30
Project Phases						
Design/Engineering		35,000		1,500,000		
Property Acquisition						
Construction						
Total	-	35,000	-	1,500,000	-	-
Program Financing						
Quimby Park L: 294-500-6690	-	-	-	1,500,000	-	-
General Fund 600-500-6690		35,000				
Total	-	35,000	-	1,500,000	-	-

Project Title: Citrus Reimagined Project
Project Number: 95022
Project Category: Land, Buildings, Facilities & Equipment
Project Priority: Essential
Program Year Initiated: FY 2024-2025
Construction Year: FY 2031-2032
Project Estimate: \$104,960,000
Project Description: In consistence with 2040 Eastvale General Plan, this project is envisioning to transform the 22-acre City owned lot into a community gathering hub that include a 15,000 sf indoor aquatic center, a 20,000 sf to 25,000 sf community center, an event center repurposed from an old residential property, an outdoor amphitheater, park spaces, pickleball courts, dog parks, a skate park, picnic areas, and a Santa Ana River education pond and pier.

