David Fredendall, Mayor, District 2
Karen Davis, Mayor Pro Tem, District 4
Michael Allawos, Councilmember, District 1
Shaunna Elias, Councilmember, District 3
Mendell Thompson, Councilmember, District 5

CITY COUNCIL, SUCCESSOR AGENCY AND HOUSING AUTHORITY

7:00 PM GENERAL SESSION

Tuesday, February 24, 2026
City Hall Council Chamber
116 E. Foothill Boulevard, Glendora

AGENDA

CALL TO ORDER

ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

In permitting a nonsectarian invocation, the City does not intend to proselytize, advance, or disparage any faith or belief. Neither the City nor the City Council endorses any particular belief or form of invocation.

HIGH SCHOOL STUDENT REPORTS

1. **High School Student Reports**

REORDERING OF AND ADDITIONS TO THE AGENDA

PUBLIC COMMENT

The City of Glendora encourages community participation at its public meetings. Speakers are limited to three minutes, and time may not be shared or transferred. A total of 30 minutes is reserved for public comment, which may be extended by majority vote of the legislative body. At regular meetings, comments may address both agenda and non-agenda items during the Public Comment portion, with additional opportunities to speak provided during Public Hearings. At special meetings, public comment is limited to agenda items. Residents may participate in person or submit comments by email, phone, mail, or other available methods. Participation options may be adjusted if a State of Emergency, Health Order, or Executive Order limits in-person attendance. For more information, see the Guide to Public Meetings and Participating in Public Meetings on the City's website at www.cityofglendora.gov/citymeetings.

2. **Public Comments Received**

MEMBER STATEMENTS/REPORTS

CITY MANAGER AND CITY ATTORNEY STATEMENTS

CONSENT CALENDAR

Items on the Consent Calendar will be enacted by one motion without individual discussion. There will be no separate discussion of these items unless a member of the governing body requests specific item(s) be removed from the Consent Calendar for separate action. Items removed from the Consent Calendar will be considered after the Consent Calendar is approved. Anyone wishing to address a Consent Calendar item should do so during the Public Comment Period.

3. **Affirm minutes from the January 27, 2026 and February 10, 2026 Meetings**
   Recommended Action for City Council, Successor Agency and Housing Authority:
   — 1. Affirm minutes as presented.

4. **Authorize the Purchase of Five Workstations, a Multipurpose Room and Related Furniture**
   Recommended Action for the City Council:
   — 1. Authorize the Purchase of Five Workstations, Multipurpose Room and related Furniture from Government & Business Interiors, LLC in an amount not to exceed $55,000.

5. **City of Glendora and Glendora Successor Agency Investment Report for January 2026**
   Recommended Action for the City Council and Successor Agency:
   — 1. Receive and file the Monthly Investment Activity Report for January 2026.Receive and file the Monthly Investment Activity Report for January 2026.

6. **Consideration of a Construction Contract with SAVI Construction, Inc. for the CDBG-Funded Curb Ramp Improvements Project FY 2025-2026 in an amount not to exceed $250,360**
   Recommended Actions for City Council:
   — 1. Adopt a Categorical Exemption pursuant to the California Environmental Quality Act pursuant to Section 15301(c) of the California Code of Regulations (CEQA Guidelines);
   — 2. Approve the Agreement with SAVI Construction, Inc. for the CDBG-Funded Curb Ramp Improvements Project FY 2025-2026, Plan No. 1402, in the amount of $227,600;
   — 3. Authorize a contingency for necessary change orders in an amount not to exceed 10% (i.e., $22,760) of the total contract amount for a total authorization not to exceed $250,360; and
   — 4. Authorize the City Manager or his designee to execute the Agreement and approve change orders within the approved contingency amount, including minimal and/or non-substantive changes.

7. **Final Tract Map No. 83901 (Applicant - Owner: Enclave Oak Glenn, LLC; Location – 1201-1215 E. Highway, Glendora)**
   Recommended Actions for City Council:
   — 1. Adopt a City Council Resolution entitled, “A RESOLUTION OF THE CITY COUNCIL APPROVING TRACT MAP NO. 83901 FOR SUBDIVISION OF LAND TO CREATE 46 RESIDENTIAL CONDOMINIUM UNITS ON A SINGLE LOT, GLENDORA, CALIFORNIA”;
   — 2. Authorize the Mayor to execute the Indemnity and Subdivision Improvement Agreements; and
   — 3. Authorize the City Engineer and City Clerk to sign Final Tract Map No. 83901.

UNFINISHED BUSINESS

8. **Conduct a Mid-Year Budget Review and Adopt a Joint Resolution amending the Fiscal Year 2025-26**
   Recommended Actions for the City Council, Successor Agency, Housing Authority, and Public Financing Authority:
   — 1. Adopt a Joint City Council Resolution entitled, "A RESOLUTION OF THE CITY COUNCIL, SUCCESSOR AGENCY AND HOUSING AUTHORITY AMENDING THE FY 2025-26 FISCAL BUDGET PER THE MID-YEAR REVIEW RECOMMENDATIONS."

9. **Use of One-Time Funds**

Recommended Actions for City Council:

— 1. Receive an overview on one-time funding opportunities; and

— 2. Provide direction, as needed.

MEMBER/STAFF CLOSING COMMENTS

ADJOURNMENT

Date Posted: February 19, 2026 05:59 pm

STAFF REPORT

TO:	**Mayor and Council Members**	**DATE:**	**February 24, 2026**
FROM:	**City Clerk**	**DISTRICT(S):**	**Not Applicable**

SUBJECT: Affirm minutes from the January 27, 2026 and February 10, 2026 Meetings

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RECOMMENDATION
That the City Council, Successor Agency, and Housing Authority:

1. Affirm minutes as presented.

STRATEGIC FOCUS AREAS
Not Applicable

EXECUTIVE SUMMARY
This staff report requests affirmation of the minutes from the previous meetings. The minutes have been prepared and reviewed in accordance with city procedures and transparency requirements. Affirming these minutes ensures the accuracy and integrity of the official record. Staff recommends approval to maintain proper documentation and compliance with meeting protocols.

LEGISLATIVE HISTORY / PREVIOUS ACTIONS
Not Applicable

DISCUSSION
Pursuant to the City's standard practices and the Brown Act, meeting action minutes are reviewed and affirmed by the legislative bodies to ensure transparency and accuracy in government proceedings. The action minutes for the January 27, 2026 and February 10, 2026 meetings were compiled based on staff notes and official recordings. No requests for revisions or amendments have been received to date.

By affirming the minutes, the legislative bodies acknowledge their accuracy and preserve them as an official record of the meeting. If any corrections or amendments are desired, they can be addressed before final affirmation.

FISCAL IMPACT
There is no fiscal impact associated with this action.

ENVIRONMENTAL DETERMINATION
There are no environmental impacts associated with this action.

Prepared By: Roxanne Breceda, Deputy City Clerk / Records Manager

Concurs With:	Not Applicable
Reviewed By:	Kathleen Sessman, MMC, City Clerk / Communications Director
Certified to Availability of Funds:	Not Applicable
Approved By:	Kathleen Sessman, MMC, City Clerk / Communications Director
Legal Review:	Not Applicable
CEQA Review:	Not Applicable

Attachments

A_January_27_2026_Regular_Meeting_Minutes.pdf
B_February_10_2026_Regular_Meeting_Minutes.pdf

City of Glendora Minutes
Regular Meeting

January 27, 2026
City Hall Council Chamber
116 E. Foothill Boulevard
Virtually via Zoom ID# 9329247224

The City Council also serves as members of the Board of Directors of the Successor Agency of the former Community Redevelopment Agency, and Housing Authority which are concurrently convening this evening.

CALL TO ORDER

The City Council, Successor Agency and Housing Authority meeting was called to order at 7:00 PM by Mayor/Chair Fredendall.

ROLL CALL

Members Present: Michael Allawos, Shaunna Elias, Mendell L. Thompson, Mayor Pro Tem/Vice-Chair Karen Davis, Mayor/Chair David Fredendall

Members Absent: None

Staff Present: City Manager/Executive Director Adam Raymond, City/Agency Attorney Danny Aleshire, Assistant City Manager Moises Lopez, Chief of Police Mike Randazzo, Community Development Director Jeff Kugel, Finance Director/City Treasurer Kyle Johnson, Assistant Public Works Director Valerie Velasquez-Santoya, City Clerk/Communications Director Kathleen Sessman, Economic Development and Housing Manager Tiffany Chew, Business Services Manager Julie Linger, City Planner Mark Carnahan, Management Analyst Stephanie Ryan, Digital Media Specialist Craig Gill, Senior Digital Media Specialist Greg Morton, and Deputy City Clerk/Records Manager Roxanne Breceda

INVOCATION AND PLEDGE OF ALLEGIANCE

The Invocation was given by Pastor Dr. Michael Cordich of First Baptist Church.

The Pledge of Allegiance was led by Julie Michael.

HIGH SCHOOL STUDENT REPORTS

1. High School Student Reports

   Student reports were presented by Charter Oak Student Representative Iris Cuevas and Saint Lucy's Student Representatives Sophia Munoz and Julie Michael.

REORDERING OF AND ADDITIONS TO THE AGENDA

There were no requests received.

PUBLIC COMMENT

2. Public Comments received

   Members of the public addressed the Council, and written correspondence was received from: Norma Fernandez, Frank Artura, Bob Moore, Hector Rojero, and Hayley Block.

MEMBER STATEMENT/REPORTS
Councilmember/Commissioner Thompson encouraged residents to report potholes, commented on the recent weather conditions, provided an update that management is obtaining bids to repair the Council Chamber roof, and acknowledged the students in attending the meeting tonight.

Councilmember/Commissioner Elias reported on her participation in the 2026 Greater Los Angeles Homeless count and clarified a misunderstanding regarding her assigned counting area, provided an update on touring the Men's Central Jail, and commented on a recent incident at her residence related to a Council policy matter, and encouraged members of the public to contact her through the City, by email or phone to schedule a meeting with her.

Councilmember/Commissioner Allawos requested that the meeting be adjourned in memory of Sylvia Sleeky and reported on attending the League of California Cities Governance, Transparency, and Labor Relations Policy Committee meeting in Sacramento.

Mayor Pro Tem/Vice-Chair Davis thanked staff for their assistance with the 2026 Greater Los Angeles Homeless Count, commented on community member Sylvia Sleeky, invited the community to attend a celebration of her life on January 31, 2026, at Foothill Christian Church, and commented on Glendora High School's Bandorama.

Mayor/Chair Fredendall reported on his participation in the 2026 Greater Los Angeles Homeless Count and recognized Principal Planner Friedel on being selected to serve a 15-month assignment with the California Governor's Office of Land Use and Climate Innovation, Visioning and Community Engagement Technical Advisory Group.

CITY MANAGER AND CITY ATTORNEY STATEMENTS
City Manager/Executive Director Raymond announced that the City will be distributing notices regarding the annual Consumer Price Index (CPI) water rate adjustment, noting the 3.45 percent increase effective March 1, 2026.

Assistant City Manager Lopez responded to inquiries regarding potholes, trash, and street debris, advised the public to contact the Public Works Department at (626) 914-8246 or public_works@cityofglendora.gov, reported that 40 potholes were repaired following the recent rainstorm, and announced that the City received a $1.2 million grant for the Sandburg Middle School Park Track and Field conversion, supported by Congressman Cisneros.

City Attorney Aleshire provided a brief overview of the City of Glendora's mayoral selection process and commented on mayor selection practices among California cities.

CONSENT CALENDAR
A motion was made by Councilmember/Commissioner Allawos, seconded by Mayor Pro Councilmember/Commissioner Thompson, that the City Council approve Consent Calendar Items #3 - #7 as presented, affirming the action appropriate to each item.

Motion carried 5 - 0 as follows: AYES: Allawos, Elias, Thompson, Davis, Fredendall; NOES: None; ABSENT: None; ABSTAIN: None.

3. Affirm minutes from the January 13, 2026 Meeting

The City Council, Successor Agency, and Housing Authority affirmed minutes as presented.

4. City of Glendora and Glendora Successor Agency Investment Report for December 2025

The City Council and Successor Agency received and filed the Monthly Investment Report for December 2025.

5. Glendora Housing Authority Annual Report for Fiscal Year 2023-2024

The City Council and Housing Authority 1. Received and filed the annual report, and 2. Directed staff to forward report to the California Department of Housing and Community Development.

6. Award an Agreement for Contract Services to Marx Brothers Fire Extinguishers Company, Inc. for Fire Suppression System Maintenance in an amount not to exceed $94,590 during the initial term of the Agreement (RFP No. 9890745)

The City Council 1. Awarded an Agreement for Contract Services to Marx Brothers Fire Extinguishers Company, Inc. for Fire Suppression Maintenance and Repair services at City of Glendora facilities in the amount of $31,530 annually, not to exceed $94,590 during the initial term of the Agreement; 2. Authorized the City Manager or his designee to approve up to two, one-year extensions to the term of the Agreement, along with adjustments to the Contract Sum that do not exceed the applicable CPI increases for such periods; and 3. Authorized the City Manager or his designee to execute the Agreement including minimal and/or non-substantive changes.

7. Award an Agreement for Contract Services to Pro-Craft Construction, Inc. for As-Needed Plumbing Services in an amount not to exceed $225,000 (RFP No. 9940965)

The City Council 1. Awarded an Agreement for Contract Services to Pro-Craft Construction, Inc. for as-needed plumbing services at various City of Glendora facilities in the amount not to exceed $225,000; 2. Authorized the City Manager or his designee to approve up to three, one year extensions to the term of the Agreement; and 3. Authorized the City Manager or his designee to execute the Agreement, including minimal and/or non-substantive changes.

UNFINISHED BUSINESS

8. Adoption of the Initial Study/Mitigated Negative Declaration (IS/MND), Associated Project Plans, a Use and Maintenance Agreement with Los Angeles County Flood Control District, and an Amendment to the Contract Agreement with Craftwater Engineering, Inc. for the Finkbiner Park Stormwater Capture Project

Following discussion, a motion was made by Councilmember Allawos, seconded by Councilmember Thompson, that the City Council approve the following actions: 1. Adopt the Initial Study/Mitigated Negative Declaration (IS/MND) and the associated Mitigation Monitoring and Reporting Program (MMRP) for the Finkbiner Park Stormwater Capture Project pursuant to the California Environmental Quality Act (CEQA); 2. Approve the Finkbiner Park Stormwater Capture project plans; 3. Authorize the City Manager to execute a Use and Maintenance Agreement with the Los Angeles County Flood Contract District (LACFCD) for project implementation on County property; 4. Approve an Amendment to the Contract Services Agreement with Craftwater Engineering, Inc., to extend the term of the agreement through December 31, 2026, to provide continued support through the regulatory permitting process; and 5. Authorized the City Manager to execute the amendment to the Amendment to the Contract Services Agreement with Craftwater Engineering, Inc.

Motion carried 5 - 0 as follows: AYES: Allawos, Elias, Thompson, Davis, Fredendall; NOES: None; ABSENT: None; ABSTAIN: None.

9. Resolution Adopting the Glendora Local Hazard Mitigation Plan (LHMP)

A motion was made by Mayor Pro Tem Davis, seconded by Councilmember Thompson, that the City Council approve the following action: 1. Adopted **Resolution CC 2026-01** titled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENDORA ADOPTING THE 2025 GLENDORA LOCAL HAZARD MITIGATION PLAN."

Motion carried 5-0 as follows: AYES: Allawos, Elias, Thompson, Davis, Fredendall; NOES: None; ABSENT: None; ABSTAIN: None.

NEW BUSINESS

10. Economic Action Plan – Consider the Adoption of a Restaurant Incentive Program

Discussion included the proposed restaurant incentive program, restaurant scenarios, use of taxpayer funds to support economic development and business attraction, proposed funding amount, loan forgiveness timelines, tiered versus performance-based structures, accountability measures such as performance benchmarks, reporting requirements, repayment triggers in the event of early closure, underwriting standards, and safeguards to protect public funds; impacts on existing Glendora restaurants and businesses, broader economic factors including the balance between residential growth and commercial activity, the importance of both daytime and evening customer traffic, regional competition for restaurant operators, and whether landlord participation could strengthen the program; and interest in continuing the item to allow staff to return with additional details regarding program structure, financial protections, stakeholder input, and clear evaluation criteria including a matrix identifying measures of success, and loan terms.

A motion was made by Councilmember Thompson, seconded by Councilmember Allawos, that the City Council continue the item to a future meeting and direct staff to return by the end of March with a staff report providing additional information regarding program structure, financial protections and safeguards, scenarios, stakeholder input, clear evaluation criteria including a matrix identifying measures of success, and loan terms.

Motion carried 5 - 0 as follows: AYES: Allawos, Elias, Thompson, Davis, Fredendall; NOES: None; ABSENT: None; ABSTAIN: None.

MEMBER/STAFF CLOSING COMMENTS

There were no statements or reports given.

ADJOURNMENT

Meeting was adjourned at 9:07 PM in memory of Sylvia Slakey.

Kathleen R. Sessman, MMC
City Clerk/Communication Director

Minutes were approved on _____ .

City of Glendora Minutes
Regular Meeting

February 10, 2026
City Hall Council Chamber
116 E. Foothill Boulevard
Virtually via Zoom ID# 9329247224

The City Council also serves as members of the Board of Directors of the Successor Agency of the former Community Redevelopment Agency, and Housing Authority which are concurrently convening this evening.

CALL TO ORDER

The City Council, Successor Agency and Housing Authority meeting was called to order at 6:00 PM by Mayor/Chair Fredendall.

ROLL CALL

Members Present: Michael Allawos, Shaunna Elias, Mayor Pro Tem/Vice-Chair Karen Davis, Mayor/Chair David Fredendall

Members Absent: Mendell L. Thompson

Staff Present: City Manager/Executive Director Adam Raymond, City/Agency Attorney Danny Aleshire, Assistant City Manager Moises Lopez, Deputy City Manager Marie Ricci, Chief of Police Mike Randazzo, Finance Director/City Treasurer Kyle Johnson, Assistant Public Works Director Valerie Velasquez-Santoya, Assistant Public Works Director Paul Zampiello, Interim Library Director Cindy Romero, Interim Recreation and Human Services Director Annie Warner, Information Technology Director Sam Robbin (via Zoom), City Clerk/Communications Director Kathleen Sessman, Digital Media Specialist Craig Gill, Senior Digital Media Specialist Greg Morton, and Deputy City Clerk/Records Manager Roxanne Breceda

CLOSED SESSION

Closed Session titles were read into the record. No members of the public addressed the Council, and no written correspondence was received. The meeting convened into Closed Session at 6:03 PM.

1. CLOSED SESSION

CS. 1 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION A closed session will be held, pursuant to Government Code §54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City is a party. The title of such litigation matters are as follows: Dana Sukarieh vs. City of Glendora, Los Angeles Superior Court Case Number 24PSCV03167; Diane Bularz v. City of Glendora, Los Angeles Superior Court Case Number 24PSCV02188; Clara Ann Hernandez vs. City of Glendora, Los Angeles Superior Court Case Number 24PSCV03956; Brandon Perucho vs. City of Glendora, Los Angeles Superior Court Case Number 24PSCV02539; Cameron Crenshaw vs. City of Glendora, Los Angeles Superior Court Case Number 25PSCV03695; and Karla Hernandez vs. City of Glendora, Los Angeles Superior Court Case Number 26PSCV00377

Closed Session adjourned at 6:47 PM and the meeting reconvened into Open Session at 7:00 PM with Councilmember Allawos, Councilmember Elias, Mayor Pro Tem Davis and Mayor Fredendall present and Councilmember Thompson absent.

City Attorney Aleshire reported the following actions taken in Closed Session:
CS1. The City Council tentatively authorized settlement of the matter of Dana Sukarieh v. City of Glendora, Los Angeles Superior Court Case No. 24PSCV03167, in the amount of $150,000, subject to review and execution of a final settlement agreement.
CS2-CS6. The City Council discussed; however, no other reportable action was taken.

INVOCATION AND PLEDGE OF ALLEGIANCE
The Invocation was given by President Rajan Zed from Universal Society of Hinduism.

The Pledge of Allegiance was led by Gianna Royes.

REORDERING OF AND ADDITIONS TO THE AGENDA
There were no requests received.

PUBLIC COMMENT
2. Public Comments received

Members of the public address the Council: Jack Arton and Jonathan Hughes.

MEMBER STATEMENT/REPORTS
Mayor/Chair Fredendall reported that the Los Angeles County Board of Supervisors voted 4–1 to place a countywide ballot measure on the June 2026 ballot that would increase the County's sales tax rate by 0.5% for a proposed five-year period to fund County healthcare and related services. In closing, he commented on the City's opposition to the proposed measure and noted that a letter of opposition was submitted on behalf of the City in coordination with other cities and associations.

Councilmember/Commissioner Elias commented on the proposed countywide ballot measure and expressed hope that community members remain healthy, noting that influenza has been circulating.

Councilmember/Commissioner Allawos commented on the proposed countywide ballot measure.

Mayor Pro Tem/Vice-Chair Davis announced upcoming community events, including The Great Trivia Challenge and the Wine Walk, encouraged residents to review the City's Activity Guide for additional programming and thanked the Chamber of Commerce for its continued support of community events, and ribbon cuttings, and efforts to welcome new businesses.

CITY MANAGER AND CITY ATTORNEY STATEMENTS
City Manager/Executive Director Raymond clarified that the proposed countywide sales tax measure is anticipated to be structured as a general tax, which would require a simple majority vote of 50%+1, contingent upon state legislation authorizing the County to exceed the current statutory sales tax cap. In closing, he explained that the City's position letters, and related correspondence are available on the City's website and may be accessed by searching relevant keywords (such as Legislative Advocacy Correspondence).

CONSENT CALENDAR

A motion was made by Councilmember/Commissioner Allawos, seconded by Mayor Pro Tem/Vice-Chair Davis to approve Consent Calendar Item #3 as presented, affirming the action appropriate to the item.

Motion carried 4-0 as follows: AYES: Allawos, Elias, Davis, Fredendall; NOES: None; ABSTAIN: None; RECUSE: None; ABSENT: Thompson.

3. Review and Affirm Disbursements for January 2026 in the amount of $4,290,954.08

The City Council and Successor Agency reviewed and affirmed disbursements for January 2026 in the amount of $4,290,954.08.

NEW BUSINESS

4. Consideration of a Contract Services Agreement with Civiltec Engineering Inc., for the Water Facility Assessment and Improvements Project in an amount not to exceed $352,840

Following discussion, a motion was made by Mayor Pro Tem Davis, seconded by Councilmember Elias, that the City Council approve the following actions:1. Award an Agreement to Civiltec Engineering Inc., for Professional Engineering Design Services for the Water Storage Facilities Assessment, Safety Upgrades, Rehabilitation, and Water Quality Improvements Project in amount of $352,840; 2. Authorize a ten percent (10%) contingency in an amount $35,284; and 3. Authorize the City Manager or his designee to execute the Agreement including minimal and/or non-substantive changes.

Motion carried 4-0 as follows: AYES: Allawos, Elias, Davis, Fredendall; NOES: None; ABSTAIN: None; RECUSE: None; ABSENT: Thompson.

5. Award a Public Works Agreement to Paveco Constructions, Inc., for the On-Call Asphalt Repair and Maintenance Services in an amount not to exceed $850,000 per fiscal year (RFP No. 9905735)

Following discussion, a motion was made by Councilmember Allawos, seconded by Mayor Pro Tem Davis, that the City Council approve the following actions: 1. Adopt a Categorical Exemption pursuant to Section 15301(c) of the California Code of Regulations; 2. Award a Public Works Agreement to Paveco Construction Inc., for as-needed asphalt maintenance and repair services in an amount not to exceed $850,000 per fiscal year; 3. Authorize a ten percent (10%) contingency in the amount of $85,000; and 4. Authorize the City Manager, or his designee to execute the agreement including making minimal and/or non-substantive changes.

Motion carried 4-0 as follows: AYES: Allawos, Elias, Davis, Fredendall; NOES: None; ABSTAIN: None; RECUSE: None; ABSENT: Thompson.

MEMBER/STAFF CLOSING COMMENTS

City Manager/Executive Director Raymond clarified that the proposed Los Angeles County Board of Supervisors sales tax measure, intended for placement on the June countywide ballot, is currently structured as a general tax unless amended by the Board of Supervisors.

ADJOURNMENT
Meeting was adjourned at 7:37 PM.

Kathleen R. Sessman, MMC
City Clerk/Communication Director

Minutes were approved on _____ .

STAFF REPORT

TO:	**Mayor and Council Members**	**DATE:**	**February 24, 2026**
FROM:	**City Clerk**	**DISTRICT(S):**	**Not Applicable**

SUBJECT: **Authorize the Purchase of Five Workstations, a Multipurpose Room and Related Furniture**

RECOMMENDATION
That the City Council:

1. Authorize the Purchase of Five Workstations, Multipurpose Room and related Furniture from Government & Business Interiors, LLC in an amount not to exceed $55,000.

STRATEGIC FOCUS AREAS
Goal 5: Improve and Maintain the City's Infrastructure and Facilities (IMCIF)

EXECUTIVE SUMMARY
This item seeks City Council authorization to purchase furniture, fixtures, and equipment necessary to complete the reconfiguration and modernization of the City Clerk's Office within City Hall. The updated layout is designed to improve operational efficiency, create five new workstations, establish a functional multipurpose room adjacent to the Council Chamber for city meetings, and maintain a dedicated press room space to support mail processing and related administrative functions.

The proposed purchase will be made through Government & Business Interiors, LLC, an authorized reseller under the California Department of General Services' California Multiple Award Schedule (CMAS) program. Pursuant to Glendora Municipal Code § 2.40.100(c)(60), the City may utilize competitively bid state pricing agreements for non-competitive procurement. The selected vendors—Kimball International Brands, Inc., 9 to 5 Seating, and ESI Ergonomic Solutions—are all covered under active CMAS agreements, ensuring that pricing has been pre-determined as fair, reasonable, and competitive.

Staff recommends approval of the purchase to facilitate the timely furnishing of the City Clerk's Office configuration, enhance functionality, and ensure compliance with procurement requirements while achieving cost efficiencies through CMAS pricing.

LEGISLATIVE HISTORY / PREVIOUS ACTIONS
Public Contract Code (PCC) § 10298 and 10299 authorizes local government agencies and school districts to use CMAS and other Department of General Services (DGS) agreements without competitive bidding.

Per Glendora Municipal Code § 2.40.100(c)(6), competitive procurement through the informal and formal procurement processes shall not be required when cooperative purchasing is available and undertaken or when goods can be obtained through federal, state, and/or other public entity contracts or price agreements.

DISCUSSION

The proposed furniture, fixtures, and equipment purchase supports the reconfiguration and modernization of the City Clerk's Office within City Hall. The updated layout is designed to improve operational workflow, maximize available space, and enhance the functionality of adjacent public meeting areas.

The project includes the installation of four new workstations in the main office area, furnishing of a newly configured private office, establishment of a Press Room and a dedicated multipurpose room near the Council Chamber. The proximity of the multipurpose room to the Chambers will provide a functional meeting space for small group discussions, staff briefings, and public-facing meetings. The Press Room will continue to support essential administrative operations, including mail processing and related equipment needs.

In accordance with Glendora Municipal Code § 2.40.100(c)(60), the City may utilize non-competitive procurement when purchasing through federal, state, or other public entity pricing agreements. The California Department of General Services administers the California Multiple Award Schedule (CMAS), which provides pre-competed contracts with pricing determined to be fair, reasonable, and competitive.

Government & Business Interiors, LLC is an authorized reseller under the applicable CMAS agreements for Kimball International Brands, Inc. (CMAS No. 4-16-71-0031G), 9 to 5 Seating (CMAS No. 4-15-71-0144A), and ESI Ergonomic Solutions (CMAS No. 4-18-71-0118B). The proposed pricing is derived directly from these CMAS contracts, ensuring compliance with municipal procurement requirements while achieving cost efficiency and administrative streamlining.

Approval of this purchase will allow the City to furnish the new City Clerk's Office configuration in a timely manner and ensure the space is fully operational to support ongoing legislative, administrative, and public engagement functions.

FISCAL IMPACT

Sufficient appropriations are available in FY 2025-27 Adopted Two-Year Budget the Capital Project Fund (Fund 301), project number 5622102.

Estimated Cost Breakdown

Description	Amount
Government & Business Interiors, LLC - Quote 7890872	$52,583.33
Contingency	$2,416.67
Total Not to Exceed Amount	**$55,000.00**

ENVIRONMENTAL DETERMINATION

There is no CEQA impacts associated with the recommendations in this report.

Prepared By:	Lorena Cordova, City Clerk Specialist
Concurs With:	Not Applicable
Reviewed By:	Kathleen Sessman, City Clerk/Communications Director
Certified to Availability of Funds:	Kyle Johnson, Finance Director/City Treasurer
Approved By:	Adam Raymond, City Manager
Legal Review:	Danny Aleshire, City Attorney
CEQA Review:	Not Applicable

Attachments

A. Quote 7890872, City of Glendora, City Clerk's Office, CMAS.pdf

B. Bill of Materials.pdf

C. Design.pdf

Government & Business Interiors, LLC

Email: marty@govbizint.com
Phone: (909) 556-2115

QUOTE # 7890872

Quote Date: 11-Feb-26

Bill To:	City of Glendora, City Clerk 116 E. Foothill Blvd Glendora, CA 91741 ATTN: Kathleen Sessman	Ship To:	City of Glendora, City Clerk 116 E. Foothill Blvd Glendora, CA 91741 ATTN: Kathleen Sessman

Customer POC:	Kathleen Sessman (626) 914-8210	Purchase Order #:	TBD	Date Requested:	6 Weeks ARO

Customer Instructions

This will be Direct Bill to Government Business Interiors, LLC, for AIS, Kimball, Fellowes / ESI Ergo, Great Openings and 9to5 Seating Products on CMAS (CA State) Contract Pricing. Government Business Interiors is a Service Disabled Veteran Owned Small Business, Locally Owned in Redlands, CA.

Qty	U/I	Item	Description	Unit Price	Extended Price
1	Lot	BOM A, AIS, Kimball / National, ESI Ergo Products, and 9to5 Seating CMAS Contract	Bill of Material A, AIS Divi Systems, Kimball / National Waveworks Casegoods, ESI Ergo Products, and 9to5 Seating CMAS Contract products per Approved Design. See Attached BOM A for Detailed Product Specifications and Quantities.	$38,868.92	$38,868.92
1	Ea	Design Services	Design Services for 4 Wk Stations, 1 Exec Office, 1 Conf Rm and 1 Storeroom Area	$675.00	$675.00
1	Lot	Install Svcs for 4 Wk Stations, 3 Offices per Approved Design	Delivery and Installation Services for 4 Wk Stations w/ Ht Adj Desks, 1 Exec Office, 1 Conference / Training Rm, and 1 Storeroom per Approved Design. Install of all Product in BOM A. Includes Will Call/Inspection of Product at Mftr's Warehouse, Delivery to Site, Assembly and Installation, Clean of Installation Area and Removal of All Packaging Materials. Quote is for Regular Business Hours, Monday - Friday, 0700 to 1630.	$8,861.00	$8,861.00

Sub-Total		**$48,404.92**
Estimated Tax	10.75%	**$4,178.41**
Quote Total	USD	**$52,583.33**

Item	■	Preview	Mfg	Cat	Tag	Alias 1	Part Number	Part Description	Qty	PZ	PZ Description	List	Sell	Ext List	Ext Sell	Sell - %
1	✓		925	925	Admin, 4 Stations		1560-Y2-A37	Strata - Mid-Back, Synchro-Tilt Control, A37 Height & Width Adj. Arm with Pivot & Swivel Pad	2	1	Price Effective: 01/01/2026	$ 1,179.00	$ 404.40	$ 2,358.00	$ 808.80	65.700
							GRADE-A	Fabric Grade A								
							PAULY	9to5 - Nautilus - Pauly								
							BLACK	Black								
							BF	Black Frame								
							BA2B	BA2B 26" Aluminum Base - Black ...								
							C4	C4 Heavy Duty Casters								
							SS	Seat Slider 2.5" Side Paddle Activa...								
							~	None Selected								
							~	No Cal TB 133 (standard upholstery)								
2	✓		ESI	ESI	Admin, 4 Stations		EDGE2	Edge Series Dual Monitor Arm w/ desk clamp & grommet mount (weight capacity 6.5 - 17.6 lbs per ... arm)	4	1	Commercial June 2025	$ 916.00	$ 366.40	$ 3,664.00	$ 1,465.60	60.000
							SLV	Silver								
3	✓		ESI	ESI	Admin, 4 Stations		FCH4CX	Desktop Power Module Including 14" 6-Outlet Power Adapter, (2) AC Power And (1) USB-A Outlet, (1) ... USB-C Outlet, Mounts On Top Or	4	1	Commercial June 2025	$ 488.00	$ 195.20	$ 1,952.00	$ 780.80	60.000
							BLK	Black								
4	✓		AIS	DIV	Admin, 4 Stations		E-UN8W4BIFL	LH Receptacle Mounted Base Infeed - 72L - 8 Wire, 4 Circuit	1	1	May 2025	$ 613.00	$ 117.94	$ 613.00	$ 117.94	80.760
5	✓		AIS	DIV	Admin, 4 Stations		E-MX8W4PTPC 18	18 in. Electrical Jumper (Panel To Panel)	6	1	May 2025	$ 246.00	$ 47.33	$ 1,476.00	$ 283.98	80.760
6	✓		AIS	DIV	Admin, 4 Stations		E-MX8W4PTPC 21	21 in. Electrical Jumper (Extended Panel To Panel)	5	1	May 2025	$ 258.00	$ 49.64	$ 1,290.00	$ 248.20	80.760
7	✓		AIS	DIV	Admin, 4 Stations		E-MW8W4DO1-W	Duplex Outlet - Line 1 - White	6	1	May 2025	$ 91.00	$ 17.51	$ 546.00	$ 105.06	80.760
8	✓		AIS	DIV	Admin, 4 Stations		E-MW8W4DO1-W	Duplex Outlet - Line 1 - White	6	1	May 2025	$ 91.00	$ 17.51	$ 546.00	$ 105.06	80.760
9	✓		AIS	UNV	Admin, 4 Stations		T-RB306029HLG2	D2D HAT Base Only - Rect - 30Dx60Wx29H - 3 Stage	4	1	May 2025	$ 2,880.00	$ 554.11	$ 11,520.00	$ 2,216.44	80.760
							RT-3S2L30-S	Silver								
10	✓		AIS	DIV	Admin, 4 Stations		P-DLSEOR	Divi Linear Base - End of Run Shroud	6	1	May 2025	$ 31.00	$ 5.96	$ 186.00	$ 35.76	80.760
							RO-P0001	Grey Value 1								

Item		Preview	Mfg	Cat	Tag	Alias 1	Part Number	Part Description	Qty	PZ	PZ Description	List	Sell	Ext List	Ext Sell	Sell - %
11			AIS	UNV	Admin, 4 Stations		S-PEDBBFMJ24V2	Pedestal Box/Box/File Mobile L-Series 24"D,	4	1	May 2025	$ 1,555.00	$ 299.18	$ 6,220.00	$ 1,196.72	80.760
							PAINTHA-15	Grade A Paint								
							RO-P0093	Metallic Silver								
							LOOP PULL	LOOP PULL, SILVER								
12	✓		AIS	DIV	Admin, 4 Stations		WPS-UNCT24L	Regular Cantilever - Left Hand - 24D	4	1	May 2025	$ 120.00	$ 23.09	$ 480.00	$ 92.36	80.760
							PAINT10	Support Single Paint								
							PAINTMA-15	Grade A Paint								
							RO-P0005	Warm Brown 1								
13	✓		AIS	DIV	Admin, 4 Stations		WPS-UNCT24R	Regular Cantilever - Right Hand - 24D	4	1	May 2025	$ 120.00	$ 23.09	$ 480.00	$ 92.36	80.760
							PAINT10	Support Single Paint								
							PAINTMA-15	Grade A Paint								
							RO-P0093	Metallic Silver								
14	✓		AIS	DIV	Admin, 4 Stations		P-DLPF450	Divi Linear Post Filler - 4 Way - 50H	1	1	May 2025	$ 201.00	$ 38.67	$ 201.00	$ 38.67	80.760
							NODVMD	No Divi Metal Divider								
							PAINTDA-15	Grade A Paint								
							RO-P0093	Metallic Silver								
15	✓		AIS	UNV	Admin, 4 Stations		WFS-FLSPMEF18	FLSP A - Male 1 End Flush - 18D	2	1	May 2025	$ 575.00	$ 110.63	$ 1,150.00	$ 221.26	80.760
							CASE_2_A	Grade A Laminates								
							RO-L0308	Corporate Walnut								
							RO-E077-V2	Corporate Walnut								
16	✓		AIS	UNV	Admin, 4 Stations		WFS-FLSPMEF36	FLSP A - Male 1 End Flush - 36D	1	1	May 2025	$ 808.00	$ 155.46	$ 808.00	$ 155.46	80.760
							CASE_2_A	Grade A Laminates								
							RO-L0308	Corporate Walnut								
							RO-E077-V2	Corporate Walnut								
17	✓		AIS	DIV	Admin, 4 Stations		Y-4P2B1U1230B2	Channel Scrn,Panel Top,GL375,Dim B,SMnt,Uni,12hx30w	2	1	May 2025	$ 836.00	$ 160.85	$ 1,672.00	$ 321.70	80.760
							GL375-C	3/8" Clear Tempered Glass								
							PAINTCG-A	Grade A Paint								
							RO-P0093	Metallic Silver								

Item		Preview	Mfg	Cat	Tag	Alias 1	Part Number	Part Description	Qty	PZ	PZ Description	List	Sell	Ext List	Ext Sell	Sell - %
18	✓		AIS	DIV	Admin, 4 Stations		Y-4P2B1U1266 B2	Channel Scrn,Panel Top,GL375,Dim B,SMnt,Uni,12hx66w	1	1	May 2025	$ 1,284.00	$ 247.04	$ 1,284.00	$ 247.04	80.760
							GL375-C	3/8" Clear Tempered Glass								
							PAINTCG-A	Grade A Paint								
							RO-P0093	Metallic Silver								
19	✓		AIS	DIV	Admin, 4 Stations		Y-4P2B1U1260 B2	Channel Scrn,Panel Top,GL375,Dim B,SMnt,Uni,12hx60w	5	1	May 2025	$ 1,210.00	$ 232.80	$ 6,050.00	$ 1,164.00	80.760
							GL375-C	3/8" Clear Tempered Glass								
							PAINTCG-A	Grade A Paint								
							RO-P0093	Metallic Silver								
20	✓		AIS	DIV	Admin, 4 Stations		P-DLPF350	Divi Linear Post Filler - 3 Way - 50H	2	1	May 2025	$ 385.00	$ 74.07	$ 770.00	$ 148.14	80.760
							NODVMD	No Divi Metal Divider								
							RO-P0001	Grey Value 1								
							PAINTDA-15	Grade A Paint								
							RO-P0093	Metallic Silver								
21	✓		AIS	DIV	Admin, 4 Stations		P-DLPF250	Divi Linear Post Filler - 2 -Way 50H	4	1	May 2025	$ 405.00	$ 77.92	$ 1,620.00	$ 311.68	80.760
							NODVMD	No Divi Metal Divider								
							RO-P0001	Grey Value 1								
							PAINTDA-15	Grade A Paint								
							RO-P0093	Metallic Silver								
22	✓		AIS	UNV	Admin, 4 Stations		W-WS2436	Rectangular - 2mm Edge - 24D x 36W	2	1	May 2025	$ 534.00	$ 102.74	$ 1,068.00	$ 205.48	80.760
							RO-E077-V2	Corporate Walnut								
							RW-GRRA	A - No Grommets								
							~	(STD)								
							LAMTABA	Grade A Laminate								
							RO-L0308	Corporate Walnut								
23	✓		AIS	UNV	Admin, 4 Stations		W-WS2430	Rectangular - 2mm Edge - 24D x 30W	2	1	May 2025	$ 491.00	$ 94.47	$ 982.00	$ 188.94	80.760
							RO-E077-V2	Corporate Walnut								
							RW-GRRA	A - No Grommets								
							~	(STD)								
							LAMTABA	Grade A Laminate								
							RO-L0308	Corporate Walnut								

Item	■	Preview	Mfg	Cat	Tag	Alias 1	Part Number	Part Description	Qty	PZ	PZ Description	List	Sell	Ext List	Ext Sell	Sell - %
24	✓		AIS	UNV	Admin, 4 Stations		W-WS1836	2mm Edge Rect Surface 18D X 36W	1	1	May 2025	$ 528.00	$ 101.59	$ 528.00	$ 101.59	80.760
							RO-E077-V2	Corporate Walnut								
							RW-GRRA	A - No Grommets								
							~	(STD)								
							LAMTABA	Grade A Laminate								
							RO-L0308	Corporate Walnut								
25	✓		AIS	UNV	Admin, 4 Stations		W-WS2958	Rectangular Worksurface - 2mm Edge - 29D x 58W	4	1	May 2025	$ 973.00	$ 187.21	$ 3,892.00	$ 748.84	80.760
							RO-E077-V2	Corporate Walnut								
							RW-GRRB	B - Location 1								
							GROMMETC	Grommet Color Option								
							W-GRC3GV1	Grommet Cover - Grey								
							LAMTABA	Grade A Laminate								
							RO-L0308	Corporate Walnut								
26	✓		AIS	DIV	Admin, 4 Stations		P-DLTPPM5030	Divi Linear Tack Panel - Perm/Mono - PWR - 50H x 30W	7	1	May 2025	$ 1,478.00	$ 284.37	$ 10,346.00	$ 1,990.59	80.760
							NODVMD	No Divi Metal Divider								
							BCGV1	Grey Value 1								
							FAB3474-A	Grade A Vertical Fabrics								
							FAB-AD	Grade A Directional Vertical Fabrics								
							GTHEORY	Guilford Theory Vertical Fabrics								
							RO-F2227	Theory Cotton								
							FAB3474-A	Grade A Vertical Fabrics								
							FAB-AD	Grade A Directional Vertical Fabrics								
							GTHEORY	Guilford Theory Vertical Fabrics								
							RO-F2227	Theory Cotton								
							AVERTICAL	(Fabric/Laminate applied vertically) ...								
							PAINTDLPA	Grade A Paint								
							RO-P0093	Metallic Silver								

Item		Preview	Mfg	Cat	Tag	Alias 1	Part Number	Part Description	Qty	PZ	PZ Description	List	Sell	Ext List	Ext Sell	Sell - %
27	✓		AIS	DIV	Admin, 4 Stations		P-DLTPPM5036	Divi Linear Tack Panel - Perm/Mono - PWR - 50H x 36W	3	1	May 2025	$ 1,554.00	$ 298.99	$ 4,662.00	$ 896.97	80.760
							NODVMD	No Divi Metal Divider								
							BCGV1	Grey Value 1								
							FAB68146-A	Grade A Vertical Fabrics								
							FAB-AD	Grade A Directional Vertical Fabrics								
							GTHEORY	Guilford Theory Vertical Fabrics								
							RO-F2227	Theory Cotton								
							FAB68146-A	Grade A Vertical Fabrics								
							FAB-AD	Grade A Directional Vertical Fabrics								
							GTHEORY	Guilford Theory Vertical Fabrics								
							RO-F2227	Theory Cotton								
							AVERTICAL	(Fabric/Laminate applied vertically) ...								
							PAINTDLPA	Grade A Paint								
							RO-P0093	Metallic Silver								
28	✓		AIS	DIV	Admin, 4 Stations		P-DLTRPM5030	Divi Linear Tack Panel - Perm/Mono - NPWR - 50H x 30W	2	1	May 2025	$ 1,005.00	$ 193.36	$ 2,010.00	$ 386.72	80.760
							NODVMD	No Divi Metal Divider								
							BCGV1	Grey Value 1								
							FAB3474-A	Grade A Vertical Fabrics								
							FAB-AD	Grade A Directional Vertical Fabrics								
							GTHEORY	Guilford Theory Vertical Fabrics								
							RO-F2227	Theory Cotton								
							FAB3474-A	Grade A Vertical Fabrics								
							FAB-AD	Grade A Directional Vertical Fabrics								
							GTHEORY	Guilford Theory Vertical Fabrics								
							RO-F2227	Theory Cotton								
							AVERTICAL	(Fabric/Laminate applied vertically) ...								
							PAINTDLPA	Grade A Paint								
							RO-P0093	Metallic Silver								

Item		Preview	Mfg	Cat	Tag	Alias 1	Part Number	Part Description	Qty	PZ	PZ Description	List	Sell	Ext List	Ext Sell	Sell - %
29	✓		AIS	DIV	Admin, 4 Stations		P-DLFRPM3230	Divi Linear Hard Surf - Non-Struc Panel - NPWR - 32H x 30W	2	1	May 2025	$ 723.00	$ 139.11	$ 1,446.00	$ 278.22	80.760
							NODVMD	No Divi Metal Divider								
							BCGV1	Grey Value 1								
							FAB2860-A	Grade A Vertical Fabrics								
							FAB-AD	Grade A Directional Vertical Fabrics								
							GTHEORY	Guilford Theory Vertical Fabrics								
							RO-F2227	Theory Cotton								
							FAB2860-A	Grade A Vertical Fabrics								
							FAB-AD	Grade A Directional Vertical Fabrics								
							GTHEORY	Guilford Theory Vertical Fabrics								
							RO-F2227	Theory Cotton								
							AVERTICAL	(Fabric/Laminate applied vertically) ...								
							PAINTDLPA	Grade A Paint								
							RO-P0093	Metallic Silver								
30	✓		AIS	DIV	Admin, 4 Stations		P-DLTPPM5024	Divi Linear Tack Panel - Perm/Mono - PWR - 50H x 24W	2	1	May 2025	$ 1,416.00	$ 272.44	$ 2,832.00	$ 544.88	80.760
							NODVMD	No Divi Metal Divider								
							BCGV1	Grey Value 1								
							FAB3474-A	Grade A Vertical Fabrics								
							FAB-AD	Grade A Directional Vertical Fabrics								
							GTHEORY	Guilford Theory Vertical Fabrics								
							RO-F2227	Theory Cotton								
							FAB3474-A	Grade A Vertical Fabrics								
							FAB-AD	Grade A Directional Vertical Fabrics								
							GTHEORY	Guilford Theory Vertical Fabrics								
							RO-F2227	Theory Cotton								
							AVERTICAL	(Fabric/Laminate applied vertically) ...								
							PAINTDLPA	Grade A Paint								
							RO-P0093	Metallic Silver								

Item		Preview	Mfg	Cat	Tag	Alias 1	Part Number	Part Description	Qty	PZ	PZ Description	List	Sell	Ext List	Ext Sell	Sell - %
31	✓		AIS	DIV	Admin, 4 Stations		P-DLFRPM4224	Divi Linear Panel - Hard Surf Perm/Mono - NPWR - 42H x 24W	2	1	May 2025	$ 751.00	$ 144.49	$ 1,502.00	$ 288.98	80.760
							NODVMD	No Divi Metal Divider								
							BCGV1	Grey Value 1								
							FAB2860-A	Grade A Vertical Fabrics								
							FAB-AD	Grade A Directional Vertical Fabrics								
							GTHEORY	Guilford Theory Vertical Fabrics								
							RO-F2227	Theory Cotton								
							FAB2860-A	Grade A Vertical Fabrics								
							FAB-AD	Grade A Directional Vertical Fabrics								
							GTHEORY	Guilford Theory Vertical Fabrics								
							RO-F2227	Theory Cotton								
							AVERTICAL	(Fabric/Laminate applied vertically) ...								
							PAINTDLPA	Grade A Paint								
							RO-P0093	Metallic Silver								
sub								Admin Area, 4 Work Stations & S...						$ 74,154.00	$ 15,788.24	78.709
32	✓		925	925	Conf Rm		1410-A00-C12S-MB	Link - Four Leg Guest Chair w/Casters, Armless, Mesh Back with Upholstered Seat	10	1	Price Effective: 01/01/2026	$ 712.00	$ 244.22	$ 7,120.00	$ 2,442.20	65.700
							GRADE-A	Fabric Grade A								
							PAULY	9to5 - Nautilus - Pauly								
							BLACK	Black								
							BF	Black								
							~	No Cal TB 133 (standard upholstery)								
							GRADE-M1	Mesh Grade M1								
							M11	M11 Black								
33			RIC	RIC	Conf Rm		201314H090	ACCESSORIES, RICHELIEU POWER STATION PIVOTING ...	2	1	EFFECTIVE 8/2/2025	$ 1,297.00	$ 648.50	$ 2,594.00	$ 1,297.00	50.000
34	✓		KIM	NLT	Conf Rm		WW2460RTFML	WAVEWORKS,24DX60W,TRAINING TABLE,FLIP/NEST,HPL	2	1	EFFECTIVE 8/2/2025	$ 2,245.00	$ 898.00	$ 4,490.00	$ 1,796.00	60.000
							VPT	SOFTENED,PORTICO								
							X	NO GROMMET								
							STD	STANDARD LAMINATE								
							PT	PORTICO								
							501	PLATINUM METALLIC								
35			KIM	NLT	Conf Rm		NCG02242041490	WAVEWORKS,24DX60W,TRAINING TABLE,FLIP/NEST,HPL W/ SPECIAL SIZED CUT-OUT, QT # ...	2	1	EFFECTIVE 8/2/2025	$ 2,316.00	$ 926.40	$ 4,632.00	$ 1,852.80	60.000
							VPT	SOFTENED,PORTICO								
							X	NO GROMMET								
							STD	STANDARD LAMINATE								
							PT	PORTICO								
							501	PLATINUM METALLIC								

Item		Preview	Mfg	Cat	Tag	Alias 1	Part Number	Part Description	Qty	PZ	PZ Description	List	Sell	Ext List	Ext Sell	Sell - %
sub								Conference / Multi-Purpose Rm S...						$ 18,836.00	$ 7,388.00	60.777
36	✓		925	925	Kathleen's Office		1560-Y2-A37-AM	Strata All Mesh - Mid-Back, Synchro-Tilt Control, A37 Height & Width Adj. Arm with Pivot & Swivel ... Pad	1	1	Price Effective: 01/01/2026	$ 1,179.00	$ 404.40	$ 1,179.00	$ 404.40	65.700
							BF	Black Frame								
							BA2B	BA2B 26" Aluminum Base - Black ...								
							C4	C4 Heavy Duty Casters								
							SS	Seat Slider 2.5" Side Paddle Activa...								
37	✓		925	925	Kathleen's Office		1410-A00-C12S-MB	Link - Four Leg Guest Chair w/Casters, Armless, Mesh Back with Upholstered Seat	4	1	Price Effective: 01/01/2026	$ 712.00	$ 244.22	$ 2,848.00	$ 976.88	65.700
							GRADE-A	Fabric Grade A								
							PAULY	9to5 - Nautilus - Pauly								
							BLACK	Black								
							BF	Black								
							~	No Cal TB 133 (standard upholstery)								
							GRADE-M1	Mesh Grade M1								
							M11	M11 Black								
38	✓		ESI	ESI	Kathleen's Office		EDGE2	Edge Series Dual Monitor Arm w/ desk clamp & grommet mount (weight capacity 6.5 - 17.6 lbs per ... arm)	1	1	Commercial June 2025	$ 916.00	$ 366.40	$ 916.00	$ 366.40	60.000
							SLV	Silver								
39	✓		ESI	ESI	Kathleen's Office		FCH4CX	Desktop Power Module Including 14" 6-Outlet Power Adapter, (2) AC Power And (1) USB-A Outlet, (1) ... USB-C Outlet, Mounts On Top Or	1	1	Commercial June 2025	$ 488.00	$ 195.20	$ 488.00	$ 195.20	60.000
							BLK	Black								
40	✓		KIM	NLT	Kathleen's Office		CBV2728DRNBP	CONFERENCE,27WX28H,ROUND DISC BASE,WORKSURFACE HEIGHT	1	1	EFFECTIVE 8/2/2025	$ 1,251.00	$ 500.40	$ 1,251.00	$ 500.40	60.000
							501	PLATINUM METALLIC								
							501	PLATINUM METALLIC								
41	✓		KIM	NL3	Kathleen's Office		WW36WSRNL	WAVEWORKS,36DIA,SURFACE,ROUND,HPL	1	1	EFFECTIVE 8/2/2025	$ 439.00	$ 175.60	$ 439.00	$ 175.60	60.000
							VPB	SOFTENED,PORTOBELLO								
							X	NO GROMMET								
							STD	STANDARD LAMINATE								
							PB	PORTOBELLO								
42	✓		KIM	NL3	Kathleen's Office		WW2315PMBBF2L	WAVEWORKS,23DX15W,PEDESTAL,MOBILE,BOX/BOX/FILE,LAM	1	1	EFFECTIVE 8/2/2025	$ 1,505.00	$ 602.00	$ 1,505.00	$ 602.00	60.000
							71PL	SPIRAL,PLATINUM METALLIC								
							KRB	RANDOM CORE,INSTALLED,BLA...								
							PB	PORTOBELLO								
							PB	PORTOBELLO								

Item		Preview	Mfg	Cat	Tag	Alias 1	Part Number	Part Description	Qty	PZ	PZ Description	List	Sell	Ext List	Ext Sell	Sell - %
43	✓		KIM	NL3	Kathleen's Office		WWN3072DSFBA1L	WAVEWORKS,30DX72W,DESK,ADJ HGT,V2,FULL MOD,BREAKFRONT,HPL	1	1	EFFECTIVE 8/2/2025	$ 6,811.00	$ 2,724.40	$ 6,811.00	$ 2,724.40	60.000
							VPB	SOFTENED,PORTOBELLO								
							G11PLR	GROMMET,PLATINUM,RIGHT								
							501	PLATINUM METALLIC								
							STD	STANDARD LAMINATE								
							PB	PORTOBELLO								
							PB	PORTOBELLO								
sub								Kathleen's Office Subtotal						$ 15,437.00	$ 5,945.28	61.487
44	✓		KIM	NLU	Work Room		NAC0942SHM	ACCESSORIES,9DX42W,SHELF,METAL	2	1	EFFECTIVE 8/2/2025	$ 249.70	$ 99.88	$ 499.40	$ 199.76	60.000
							501	PLATINUM METALLIC								
45	✓		KIM	NLU	Work Room		NAC1217DPTM	ACCESSORIES,12DX17W DOUBLE SIDE TRAY,METAL	5	1	EFFECTIVE 8/2/2025	$ 220.00	$ 88.00	$ 1,100.00	$ 440.00	60.000
							501	PLATINUM METALLIC								
46	✓		KIM	NLU	Work Room		NAC0930SHM	ACCESSORIES,9DX30W SHELF,METAL	1	1	EFFECTIVE 8/2/2025	$ 200.20	$ 80.08	$ 200.20	$ 80.08	60.000
							501	PLATINUM METALLIC								
47	✓		KIM	NLU	Work Room		NAC1212SSM	ACCESSORIES,12DX12W SLANT SORTER,METAL	3	1	EFFECTIVE 8/2/2025	$ 160.60	$ 64.24	$ 481.80	$ 192.72	60.000
							501	PLATINUM METALLIC								
48	✓		KIM	NL3	Work Room		11N3034SW	EXHIBIT,30WX34H SLAT WALL	3	1	EFFECTIVE 8/2/2025	$ 1,771.00	$ 708.40	$ 5,313.00	$ 2,125.20	60.000
							501	PLATINUM METALLIC								
49	✓		KIM	NL3	Work Room		11N4234SW	EXHIBIT,42WX34H SLAT WALL	2	1	EFFECTIVE 8/2/2025	$ 2,027.00	$ 810.80	$ 4,054.00	$ 1,621.60	60.000
							501	PLATINUM METALLIC								
50	✓		KIM	NL3	Work Room		WW3014SOETM	WAVEWORKS METAL,30WX14H,OVERHEAD STOR,OPEN,EXHIBIT MT	3	1	EFFECTIVE 8/2/2025	$ 963.60	$ 385.44	$ 2,890.80	$ 1,156.32	60.000
							STDM	STANDARD,METALLIC PAINT								
							501	PLATINUM METALLIC								
51	✓		KIM	NL3	Work Room		WW4214SOETM	WAVEWORKS METAL,42WX14H,OVERHEAD STOR,OPEN,EXHIBIT MT	2	1	EFFECTIVE 8/2/2025	$ 1,015.30	$ 406.12	$ 2,030.60	$ 812.24	60.000
							STDM	STANDARD,METALLIC PAINT								
							501	PLATINUM METALLIC								

Item		Preview	Mfg	Cat	Tag	Alias 1	Part Number	Part Description	Qty	PZ	PZ Description	List	Sell	Ext List	Ext Sell	Sell - %
52	✓		KIM	NL3	Work Room		WW3039LSCHM	WAVEWORKS METAL,30WX39H,STORAGE CABINET,HINGED DOORS,3 HIGH	2	1	EFFECTIVE 8/2/2025	$ 1,646.70	$ 658.68	$ 3,293.40	$ 1,317.36	60.000
							KRS	RANDOM CORE,INSTALLED,SILV..								
							STDM	STANDARD,METALLIC PAINT								
							501	PLATINUM METALLIC								
53	✓		KIM	NL3	Work Room		WW3014SOF2TM	WAVEWORKS METAL,30WX14H,OVERHEAD STOR,FLIPPER DR,EXHIBIT MT	1	1	EFFECTIVE 8/2/2025	$ 1,181.40	$ 472.56	$ 1,181.40	$ 472.56	60.000
							KRS	RANDOM CORE,INSTALLED,SILV..								
							STDM	STANDARD,METALLIC PAINT								
							501	PLATINUM METALLIC								
54	✓		KIM	NL3	Work Room		WW1830PFHM	WAVEWORKS METAL,18DX30WX27H,HINGED DOOR,UNDERSURFACE, 2 DOOR	1	1	EFFECTIVE 8/2/2025	$ 1,681.90	$ 672.76	$ 1,681.90	$ 672.76	60.000
							5	INTEGRATED								
							KRS	RANDOM CORE,INSTALLED,SILV..								
							STDM	STANDARD,METALLIC PAINT								
							501	PLATINUM METALLIC								
55	✓		KIM	NL3	Work Room		WW3060WSSDL	WAVEWORKS,30DX60W,SURFACE ,RECTANGULAR,HPL	1	1	EFFECTIVE 8/2/2025	$ 613.00	$ 245.20	$ 613.00	$ 245.20	60.000
							F	FILLER								
							VPB	SOFTENED,PORTOBELLO								
							X	NO GROMMET								
							X	NO WIRE MANAGER								
							25.0000	25 (635 MM)								
							X	NO MODIFIED WIDTH (STANDARD)								
							STD	STANDARD LAMINATE								
							PB	PORTOBELLO								
56	✓		KIM	NL3	Work Room		11N144EXFP1	EXHIBIT,144W EXTRUSION W/FACEPLATE	3	1	EFFECTIVE 8/2/2025	$ 343.00	$ 137.20	$ 1,029.00	$ 411.60	60.000
							501	PLATINUM METALLIC								
sub								**Work Room Subtotal**						**$ 24,368.50**	**$ 9,747.40**	**60.000**
								Grand Total						**$ 132,795.50**	**$ 38,868.92**	**70.730**

17' 5"

3' 8"

6'

6'

6'

6'

Two door Storage Cabinet

Flat Screen

Conf Rm /
Training Rm

8' 1"

Check-In Area

NOT ADA Compliant

Refrigerator

Work Rm

7' 3"

7'

Existing Copier Here

2' 8"

Existing counter top

3'

5' 2"

5' 10"

17' 1"

5' 2"

2' 10"

Existing Floor monument

Floor mount here

Kathleen's Office

3' 1"

10' 8"

3' 2"

Admin

9' 5"

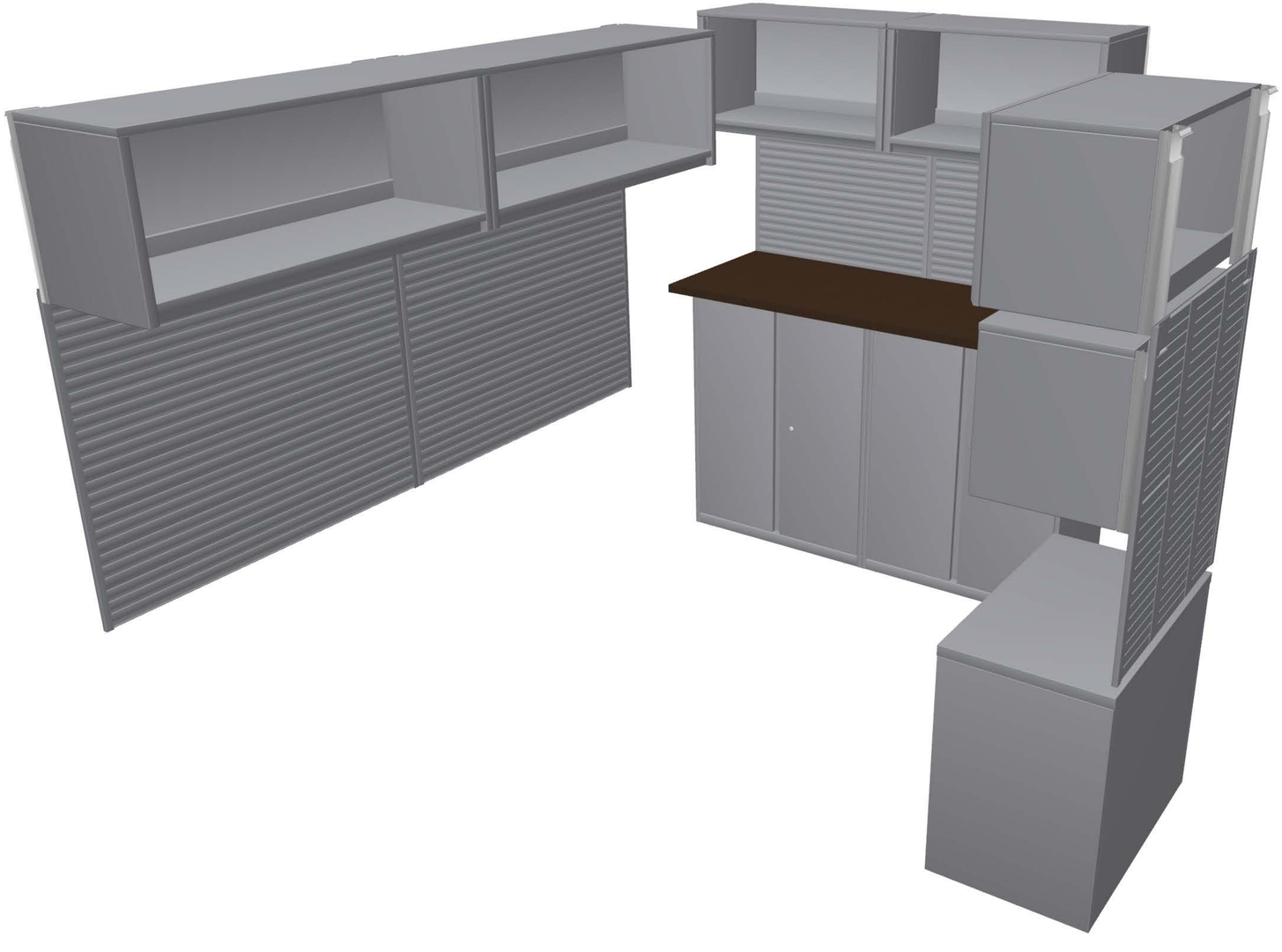
3'











STAFF REPORT

TO:	**Mayor and Council Members**	**DATE:**	**February 24, 2026**
FROM:	**Finance**	**DISTRICT(S):**	**Citywide**
SUBJECT:	**City of Glendora and Glendora Successor Agency Investment Report for January 2026**		

RECOMMENDATION
That the City Council and Successor Agency:

1. Receive and file the Monthly Investment Activity Report for January 2026.

STRATEGIC FOCUS AREAS
Not Applicable.

EXECUTIVE SUMMARY
The City's total book value of cash and investments as of January 31, 2026, was $123,874,760, representing an increase of $3,993,916 (3.33%) compared to the prior month. This increase is primarily attributable to the receipt of property tax revenues totaling $5,139,547.

LEGISLATIVE HISTORY / PREVIOUS ACTIONS
Pursuant to Section 19 of the City's FY 2025-26 Investment Policy, a monthly investment report must be provided to the City Council to provide a clear picture of the status of the current portfolio.

DISCUSSION
In accordance with the City's FY 2025-26 Investment Policy, the attached investment reports provide detailed information on the City's investment portfolio as of the end of the reporting period. The report includes a listing of individual securities by authorized investment category, average life and final maturity, coupon or earnings rate, par value, market value, and book value. The report also includes investments managed on behalf of the City by third-party investment managers.

During the month of January, the City completed nine investment purchases, consisting of Federal Agency Securities, US Treasury Notes and medium-term corporate notes, totaling $5,456,192. Additionally, one security matured totaling $2,000,000, resulting in no realized gains or losses for the month.

FISCAL IMPACT
There is no fiscal impact associated with the recommended action.

ENVIRONMENTAL DETERMINATION
Not Applicable

Prepared By:	George Perez-Sosa, Accounting Technician
Concurs With:	Not Applicable
Reviewed By:	George Perez-Sosa, Accounting Technician
Certified to Availability of Funds:	Kyle Johnson, Finance Director/City Treasurer

Approved By:	Adam Raymond, City Manager
Legal Review:	Not Applicable
CEQA Review:	Not Applicable

Attachments

A_January_2026_Investment_Report.pdf

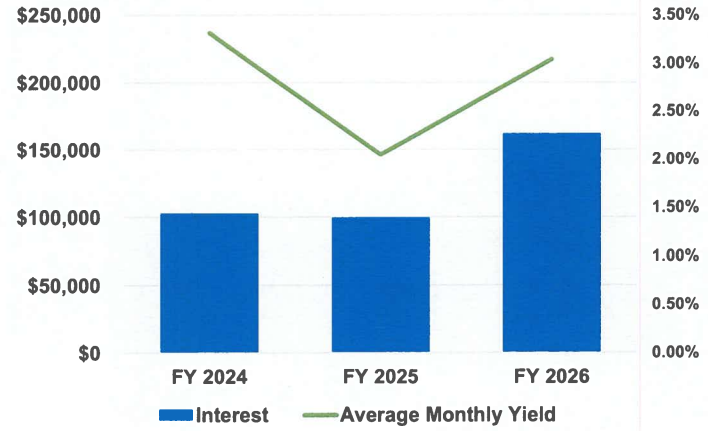
CITY OF GLENDORA
INVESTMENT REPORT SUMMARY
January 31, 2026

Pursuant to California Government Code Section 53600 et seq. and Section 16 of the City of Glendora's Investment Policy, a monthly investment report must be provided to the City Council providing a clear picture of the status of the current investment portfolio. Included in the report are several specific items relating to portfolio holdings including, but not limited to, investment type, par value, market value, book value, coupon rate and yield to maturity.

The report is in conformity with the City's Investment Policy and California Government Code 53601. Per the policy, the report reflects pooled cash from all city funds. It does not reflect any restrictions associated with how each individual fund can be utilized. This information is provided through other financial reports that include the budget, Annual Comprehensive Financial Report and other financial reports available through the website.

The objective of the City investments is to provide safety of principal and liquidity, while then providing a return on investments. (Section 4 of the policy). All brokered transactions are held by a third-party custodian designated by the Treasurer. (Section 14 of the policy). There is currently one custodial account, which is UBS.

Below is a comparison of the average monthly yield and interest received from prior years for the same month, along with a visual graph:



January	FY 2024	FY 2025	FY 2026
Interest	$102,892	$99,819	$162,080
Average Monthly Yield	3.32%	2.05%	3.04%

I hereby certify that the investments are in compliance with the investment policy adopted by the City Council. The investment portfolio provides sufficient funds to meet the budgeted expenditures over the next six months.

Approved By:

Kyle Johnson, Finance Director/City Treasurer

Branch office
251 South Lake Avenue
10th Floor
Pasadena, CA 911013003

Financial Advisor
CHEN/GIORDANO/CRAWFORD
626-405-4753

UBS Client Review

As of January 31, 2026

Report Prepared for: City of Glendora

*** excluded from performance exhibits**

Account Number	Account Name	Type
SX XX180	City of Glendora	Business Service Account
@SX XXX279*	CITY OF GL	Non UBS Investment LAIF
@SX XXX283*	CITY OF GL	Non UBS Investment Bank of America

What's inside

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Bond Summary. 4
Portfolio Holdings. 5
Bond Holdings. 19
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Asset Allocation Review

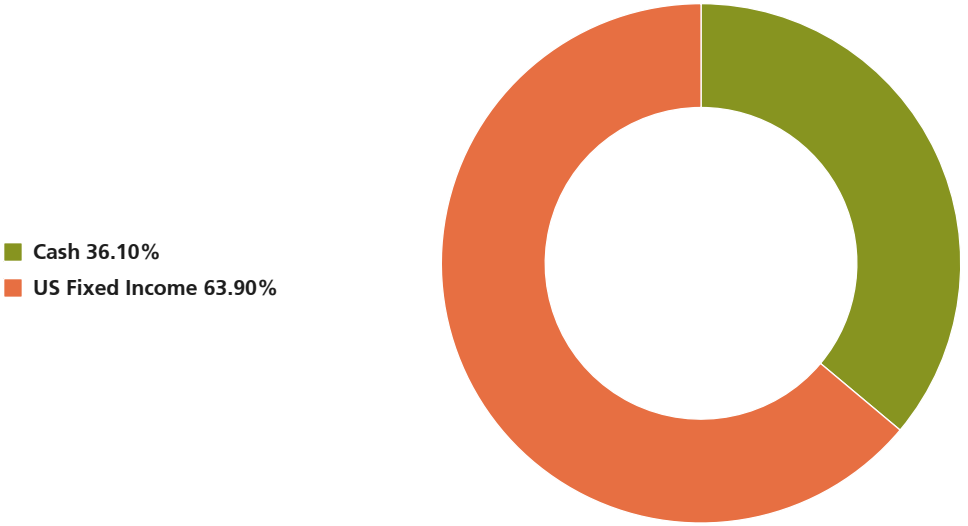
as of January 31, 2026

Summary of Asset Allocation

	Market value ($)	% of Portfolio
Cash	**45,498,655.07**	**36.10**
Cash	**45,498,655.07**	**36.10**
US	45,498,655.07	36.10
Fixed Income	**80,544,592.10**	**63.90**
US	**80,544,592.10**	**63.90**
US Fixed Income	14,904,820.37	11.83
Government	43,419,733.15	34.45
Corporate IG Credit	22,220,038.58	17.63
Equity	**0.00**	**0.00**
Commodities	**0.00**	**0.00**
Non-Traditional	**0.00**	**0.00**
Other	**0.00**	**0.00**
Total Portfolio	**$126,043,247.17**	**100%**

Balanced mutual funds and Insurance & Annuity products are allocated in the 'Other' category

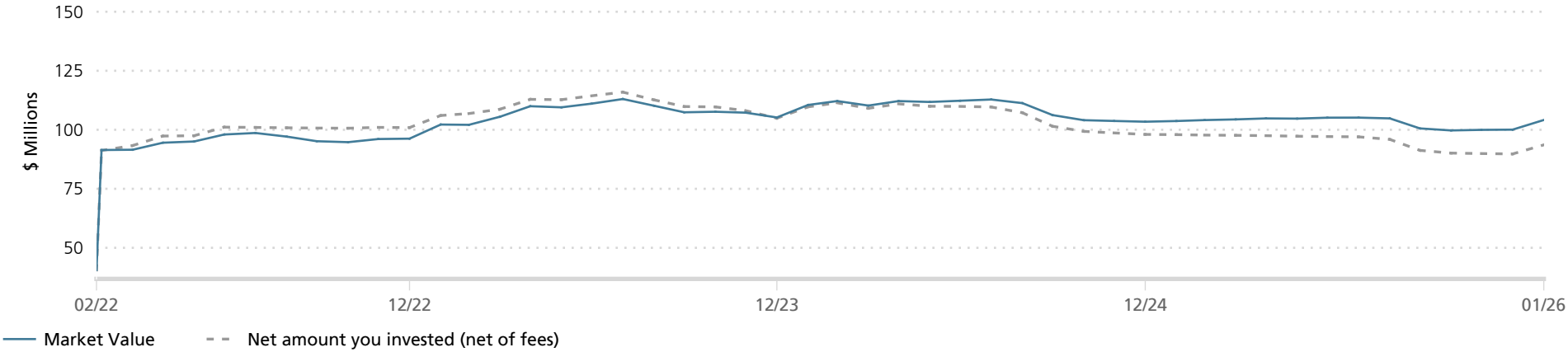
Total Value: $126,043,247.17



Assets held at other financial institutions are included in this report. We have not verified, and are not responsible for, the accuracy or completeness of this information.
Accrued interest, if any, has been included in the total market value.

Sources of Portfolio Value

as of January 31, 2026



	MTD 12/31/2025 to 01/31/2026	QTD 12/31/2025 to 01/31/2026	YTD 12/31/2025 to 01/31/2026	ITD 02/23/2022 to 01/31/2026
Opening value	**100,060,599.72**	**100,060,599.72**	**100,060,599.72**	**40,589,214.16**
Net deposits/withdrawals	3,837,919.88	3,837,919.88	3,837,919.88	53,011,008.67
Div./interest income	172,433.05	172,433.05	172,433.05	7,947,650.89
Change in accr. interest	76,520.29	76,520.29	76,520.29	426,715.64
Change in value	1,917.76	1,917.76	1,917.76	2,174,801.33
Closing value	**104,149,390.70**	**104,149,390.70**	**104,149,390.70**	**104,149,390.70**
Net Time-weighted ROR	0.25	0.25	0.25	2.39

Performance returns are annualized after 1 year. Net deposits and withdrawals include program and account fees.

Benchmarks - Annualized time-weighted returns

US Treasury Bill - 3 Mos	0.30	0.30	0.30	4.20
BofA Corp/Gov 1-5Y	0.22	0.22	0.22	2.81
BBG Agg Bond	0.11	0.11	0.11	1.05

Past performance does not guarantee future results and current performance may be lower/higher than past data presented.

Bond Summary

as of January 31, 2026

Bond Overview

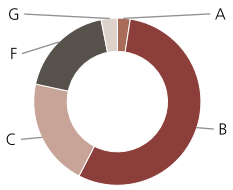
Total quantity	80,626,000
Total market value	$80,050,608.95
Total accrued interest	$493,983.14
Total market value plus accrued interest	$80,544,592.10
Total estimated annual bond interest	$2,323,429.25
Average coupon	2.89%
Average current yield	2.90%
Average yield to maturity	3.88%
Average yield to worst	3.83%
Average modified duration	1.98
Average effective maturity	2.24

Investment Type Allocation

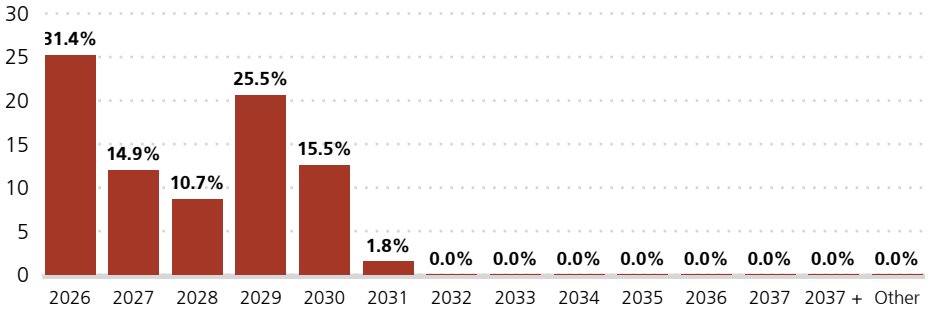
Investment type	Taxable ($)	Tax-exempt / deferred ($)	Total ($)	% of bond port.
Certificates of deposit	14,904,820.37	0.00	14,904,820.37	18.51
U.S. corporates	22,220,038.58	0.00	22,220,038.58	27.59
U.S. federal agencies	31,824,294.28	0.00	31,824,294.28	39.51
U.S. treasuries	11,595,438.87	0.00	11,595,438.87	14.40
Total	**$80,544,592.10**	**$0.00**	**$80,544,592.10**	**100%**

Credit Quality of Bond Holdings

Effective credit rating		Issues	Value on 01/31/2026 ($)	% of port.
A	Aaa/AAA/AAA	1	2,000,171.11	2.50
B	Aa/AA/AA	35	44,374,202.40	55.05
C	A/A/A	17	16,751,351.74	20.81
D	Baa/BBB/BBB	0	0.00	0.00
E	Non-investment grade	0	0.00	0.00
F	Certificate of deposit	61	14,904,820.37	18.53
G	Not rated	4	2,514,046.47	3.11
Total		**118**	**$80,544,592.10**	**100%**



Bond Maturity Schedule



Effective maturity schedule

Cash, mutual funds and some preferred securities are not included.

Includes all fixed income securities in the selected portfolio. Average yields and durations exclude Structured Product, Pass-Through, Perpetual Preferred, and Foreign securities. Accrued interest, if any, has been included in the total market value.

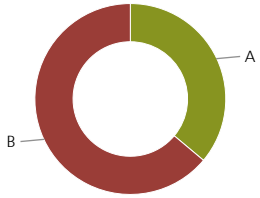
UBS

Portfolio Holdings

as of January 31, 2026

Summary of Portfolio Holdings

	Cost basis ($)	Value on 01/31/2026 ($)	Unrealized gain/loss ($)	Unrealized gain/loss (%)	Est. annual income ($)	Current yield (%)	% of portfolio
A Cash	**45,498,655**	**45,498,655**	**0**	**0.00%**	**775,917**	**1.71%**	**36.10%**
Cash	**45,498,655**	**45,498,655**	**0**	**0.00%**	**775,917**	**1.71%**	**36.10%**
US	45,498,655	45,498,655	0	0.00%	775,917	1.71%	36.10%
B Fixed Income	**78,376,105***	**80,544,592**	**666,965***	**0.85%***	**2,323,429**	**2.88%**	**63.90%**
US	**78,376,105***	**80,544,592**	**666,965***	**0.85%***	**2,323,429**	**2.88%**	**63.90%**
US Fixed Income	14,860,102	14,904,820	44,718	0.30%	509,064	3.42%	11.83%
Government	41,586,700*	43,419,733	331,511*	0.80%*	1,193,280	2.75%	34.44%
Corporate IG Credit	21,929,302	22,220,039	290,736	1.33%	621,085	2.80%	17.63%
C Equity	**0**	**0**	**0**	**0.00%**	**NA**	**NA**	**0.00%**
D Commodities	**0**	**0**	**0**	**0.00%**	**NA**	**NA**	**0.00%**
E Non-Traditional	**0**	**0**	**0**	**0.00%**	**NA**	**NA**	**0.00%**
F Other	**0**	**0**	**0**	**0.00%**	**NA**	**NA**	**0.00%**
Total Portfolio	**$123,874,760***	**$126,043,247**	**$666,965***	**0.54%***	**$3,099,346**	**2.46%**	**100%**



Balanced mutual funds and Insurance & Annuity products are allocated in the 'Other' category

(1)Assets held at other financial institutions are included in this report. We have not verified, and are not responsible for, the accuracy or completeness of this information.

* Total Cost Basis and/or Unrealized G/L values marked with an asterisk (*) are incomplete due to missing cost basis information.
Accrued interest, if any, has been included in the total market value.

UBS

Portfolio Holdings

as of January 31, 2026 *(continued)*

Details of Portfolio Holdings

	Cost basis ($)	Market value ($)	Unrealized gain/loss ($)	Unrealized gain/loss (%)	Est. annual income ($)	Current yield (%)	% of asset class	% of portfolio
Total Portfolio	**$123,874,760***	**$126,043,247**	**$666,965***	**0.54%***	**$3,099,346**	**2.46%**	**100%**	**100%**

Cash	Quantity	Purchase price ($) / Avg Price	Price on 01/31/2026 ($)	Cost basis ($)	Market value ($)	Unrealized gain/loss ($)	Unrealized gain/loss (%)	Est. annual income ($)	Current yield (%)	% of Cash	% of portfolio
Cash											
US											
Outside ASSET[1] [Outside Account @SX XXX279]		1.00	1.00	17,026,869.33	17,026,869.33	0.00	0.00%	NA	NA	37.42%	13.51%
Outside ASSET[1] [Outside Account @SX XXX283]		1.00	1.00	4,866,987.14	4,866,987.14	0.00	0.00%	NA	NA	10.70%	3.86%
UBS INSURED SWEEP PROGRAM	2,215,312.74	1.00	1.00	2,215,312.74	2,215,312.74	0.00	0.00%	2,215.31	0.10%	4.87%	1.76%
UBS SELECT TREASURY INSTITUTIONAL FUND	21,551,565.98	1.00	1.00	21,551,565.98	21,551,565.98	0.00	0.00%	773,701.22	3.59%	47.37%	17.10%
USD CASH	-162,080.12	1.00	1.00	-162,080.12	-162,080.12	0.00	0.00%	NA	NA	-0.36%	-0.13%
Total US				**$45,498,655**	**$45,498,655**	**$0**	**0.00%**	**$775,917**	**1.71%**	**100%**	**36.10%**
Total Cash				**$45,498,655**	**$45,498,655**	**$0**	**0.00%**	**$775,917**	**1.71%**	**100%**	**36.10%**
Total Cash				**$45,498,655**	**$45,498,655**	**$0**	**0.00%**	**$775,917**	**1.71%**	**100%**	**36.10%**

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Accrued interest, if any, has been included in the total market value.

UBS

Portfolio Holdings

as of January 31, 2026 *(continued)*

Fixed Income	Quantity	Purchase price ($) / Avg Price	Price on 01/31/2026 ($)	Cost basis ($)	Market value ($)	Amort/Accr.($) as of 01/30/2026	Unrealized gain/loss ($)	Unrealized gain/loss (%)	Est. annual income ($)	Current yield (%)	% of Fixed Income	% of portfolio
US												
US Fixed Income												
AFFINITY PLUS MN US RT 05.0500% MAT 03/20/26 LICU SHARE CERTIFICATE	245,000.00	100.00	100.16	245,000.00	245,769.77	0.00	769.77	0.31%	12,372.50	5.03%	0.31%	0.19%
ALLY BK UT US RT 03.5500% MAT 06/30/26 FIXED RATE CD	245,000.00	100.00	99.88	245,000.00	245,470.97	0.00	470.97	0.19%	8,697.50	3.54%	0.30%	0.19%
AMER EXPRESS NATL UT US RT 03.6000% MAT 09/25/29 FIXED RATE CD	245,000.00	98.05	99.09	240,222.50	245,865.99	0.00	5,643.49	2.35%	8,820.00	3.59%	0.31%	0.20%
AMER NATL BK OMA NE US RT 04.2500% MAT 03/21/28 FIXED RATE CD	245,000.00	100.00	100.05	245,000.00	245,402.87	0.00	402.87	0.16%	10,412.50	4.24%	0.30%	0.19%
ARBOR FINL CREDIT MI US RT 05.0000% MAT 04/03/28 FIXED RATE CD	245,000.00	100.00	100.19	245,000.00	246,410.13	0.00	1,410.13	0.58%	12,250.00	4.97%	0.31%	0.20%
BANK HAPOALIM BM N NY US RT 03.7000% MAT 07/30/27 FIXED RATE CD	245,000.00	100.00	99.89	245,000.00	244,760.24	0.00	-239.76	-0.10%	9,065.00	3.70%	0.30%	0.19%
BANK OF AMERICA NA NC US RT 03.6500% MAT 07/30/27 FIXED RATE CD	245,000.00	100.00	99.82	245,000.00	244,583.50	0.00	-416.50	-0.17%	8,942.50	3.66%	0.30%	0.19%
BANKUNITED NA FLOR FL US RT 00.9500% MAT 03/31/26 FIXED RATE CD	245,000.00	100.00	99.52	245,000.00	244,014.33	0.00	-985.67	-0.40%	2,327.50	0.95%	0.30%	0.19%
BMO HARRIS BK NA IL US RT 00.8000% MAT 03/18/26 FIXED RATE CD	245,000.00	100.00	99.61	245,000.00	244,283.22	0.00	-716.78	-0.29%	1,960.00	0.80%	0.30%	0.19%
BMW BK OF NA NA UT US RT 03.6000% MAT 10/17/28 FIXED RATE CD	245,000.00	99.89	99.47	244,735.91	246,250.67	0.00	1,514.76	0.62%	8,820.00	3.58%	0.31%	0.20%
BRIGHTSTAR CR UN FL US RT 03.9000% MAT 08/20/27 LICU SHARE CERTIFICATE	245,000.00	100.00	100.17	245,000.00	245,714.26	0.00	714.26	0.29%	9,555.00	3.89%	0.31%	0.19%
CAPITAL ONE BK USA VA US RT 01.1500% MAT 11/24/26 FIXED RATE CD	245,000.00	100.00	97.91	245,000.00	240,409.30	0.00	-4,590.70	-1.87%	2,817.50	1.17%	0.30%	0.19%

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Accrued interest, if any, has been included in the total market value.

UBS

Portfolio Holdings

as of January 31, 2026 *(continued)*

Fixed Income	Quantity	Purchase price ($) / Avg Price	Price on 01/31/2026 ($)	Cost basis ($)	Market value ($)	Amort/Accr.($) as of 01/30/2026	Unrealized gain/loss ($)	Unrealized gain/loss (%)	Est. annual income ($)	Current yield (%)	% of Fixed Income	% of portfolio
US												
US Fixed Income												
CAPITAL ONE NA VA US RT 01.1500% MAT 11/24/26 FIXED RATE CD	245,000.00	100.00	97.91	245,000.00	240,409.30	0.00	-4,590.70	-1.87%	2,817.50	1.17%	0.30%	0.19%
CELTIC BK UT US RT 03.6500% MAT 04/29/30 FIXED RATE CD	245,000.00	98.17	99.02	240,525.91	242,655.35	0.00	2,129.44	0.89%	8,942.50	3.69%	0.30%	0.19%
CENTRAL BK AR US RT 04.2000% MAT 08/19/30 FIXED RATE CD	245,000.00	100.00	100.00	245,000.00	245,333.40	0.00	333.40	0.14%	10,290.00	4.19%	0.30%	0.19%
CFG COMMUNITY BANK MD US RT 03.8000% MAT 03/11/26 FIXED RATE CD	245,000.00	100.00	100.00	245,000.00	249,402.88	0.00	4,402.88	1.80%	9,310.00	3.73%	0.31%	0.20%
CIBC BANK ILLINOIS IL US RT 05.0000% MAT 03/24/26 FIXED RATE CD	245,000.00	100.00	100.16	245,000.00	249,711.65	0.00	4,711.65	1.92%	12,250.00	4.91%	0.31%	0.20%
COMENITY BANK DE US RT 03.8500% MAT 09/15/27 JUMBO CD - HELD AT UBS	200,000.00	100.00	99.59	200,000.00	199,773.53	0.00	-226.47	-0.11%	7,700.00	3.85%	0.25%	0.16%
CONNEXUS CREDIT UN WI US RT 04.0000% MAT 09/03/27 LICU SHARE CERTIFICATE	245,000.00	100.00	100.33	245,000.00	246,557.83	0.00	1,557.83	0.64%	9,800.00	3.97%	0.31%	0.20%
CY-FAIR FED CREDIT TX US RT 05.3000% MAT 07/14/28 FIXED RATE CD	245,000.00	100.00	100.29	245,000.00	246,310.38	0.00	1,310.38	0.53%	12,985.00	5.27%	0.31%	0.20%
DISCOVER BANK DE US RT 03.2000% MAT 05/24/27 FIXED RATE CD	245,000.00	100.00	99.27	245,000.00	244,667.20	0.00	-332.80	-0.14%	7,840.00	3.20%	0.30%	0.19%
DIVERSIFIED MEMBER MI US RT 04.3000% MAT 04/28/28 FIXED RATE CD	245,000.00	100.00	100.04	245,000.00	245,124.41	0.00	124.41	0.05%	10,535.00	4.30%	0.30%	0.19%
DORT FINL CREDIT U MI US RT 03.7000% MAT 10/10/28 LICU SHARE CERTIFICATE	245,000.00	100.00	99.76	245,000.00	245,166.87	0.00	166.87	0.07%	9,065.00	3.70%	0.30%	0.19%

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Accrued interest, if any, has been included in the total market value.

UBS

Portfolio Holdings

as of January 31, 2026 *(continued)*

Fixed Income	Quantity	Purchase price ($) / Avg Price	Price on 01/31/2026 ($)	Cost basis ($)	Market value ($)	Amort/Accr.($) as of 01/30/2026	Unrealized gain/loss ($)	Unrealized gain/loss (%)	Est. annual income ($)	Current yield (%)	% of Fixed Income	% of portfolio
US												
US Fixed Income												
EAGLEMARK SVGS BK NV US RT 02.0000% MAT 03/02/27 FIXED RATE CD	245,000.00	100.10	98.14	245,248.11	242,477.47	-855.01	-2,770.64	-1.13%	4,900.00	2.02%	0.30%	0.19%
ESSENTIAL FED CRED LA US RT 04.7000% MAT 06/15/27 LICU SHARE CERTIFICATE	245,000.00	100.00	101.24	245,000.00	248,530.52	0.00	3,530.52	1.44%	11,515.00	4.63%	0.31%	0.20%
FARMERS & MERCHANT WI US RT 03.8500% MAT 11/08/27 FIXED RATE CD	245,000.00	100.00	100.10	245,000.00	245,900.86	0.00	900.86	0.37%	9,432.50	3.84%	0.31%	0.20%
FIRST FED SVGS BK IN US RT 04.2000% MAT 07/11/28 FIXED RATE CD	245,000.00	100.00	100.03	245,000.00	245,637.34	0.00	637.34	0.26%	10,290.00	4.19%	0.30%	0.19%
FIRST FEDERAL BANK FL US RT 03.7500% MAT 10/17/30 FIXED RATE CD	245,000.00	99.95	99.34	244,877.50	246,038.90	0.00	1,161.40	0.47%	9,187.50	3.73%	0.31%	0.20%
FIRST GTY BK HAMMO LA US RT 04.3500% MAT 11/06/28 FIXED RATE CD	219,000.00	100.00	100.05	219,000.00	221,349.72	0.00	2,349.72	1.07%	9,526.50	4.30%	0.27%	0.18%
GOLDMAN SACHS BANK NY US RT 04.0000% MAT 03/20/28 FIXED RATE CD	245,000.00	100.00	100.41	245,000.00	249,636.51	0.00	4,636.51	1.89%	9,800.00	3.93%	0.31%	0.20%
GREENSTATE CREDIT IA US RT 00.9500% MAT 04/16/26 FIXED RATE CD	245,000.00	100.00	99.39	245,000.00	243,699.25	0.00	-1,300.75	-0.53%	2,327.50	0.96%	0.30%	0.19%
GUARANTY BK MO US RT 03.8000% MAT 01/12/29 FIXED RATE CD	245,000.00	99.49	99.99	243,750.40	245,457.68	0.00	1,707.28	0.70%	9,310.00	3.79%	0.30%	0.19%
JPMORGAN CHASE BK DE US RT 03.7000% MAT 09/30/30 FIXED RATE CD	245,000.00	99.30	98.59	243,285.00	244,607.63	0.00	1,322.63	0.54%	9,065.00	3.71%	0.30%	0.19%
KEMBA FINL CREDIT OH US RT 03.6000% MAT 10/12/27 FIXED RATE CD	245,000.00	100.00	99.69	245,000.00	244,762.32	0.00	-237.68	-0.10%	8,820.00	3.60%	0.30%	0.19%

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UBS

Portfolio Holdings

as of January 31, 2026 *(continued)*

Fixed Income	Quantity	Purchase price ($) / Avg Price	Price on 01/31/2026 ($)	Cost basis ($)	Market value ($)	Amort/Accr.($) as of 01/30/2026	Unrealized gain/loss ($)	Unrealized gain/loss (%)	Est. annual income ($)	Current yield (%)	% of Fixed Income	% of portfolio
US												
US Fixed Income												
LAFAYETTE FED CRED MD US RT 03.2500% MAT 06/15/27 LICU SHARE CERTIFICATE	245,000.00	100.00	99.30	245,000.00	243,624.24	0.00	-1,375.76	-0.56%	7,962.50	3.27%	0.30%	0.19%
LIVE OAK BKG CO NC US RT 00.8000% MAT 08/13/26 FIXED RATE CD	245,000.00	100.00	98.42	245,000.00	241,280.30	0.00	-3,719.70	-1.52%	1,960.00	0.81%	0.30%	0.19%
METRO CREDIT UNION MA US RT 01.7000% MAT 02/18/27 LICU SHARE CERTIFICATE	245,000.00	100.00	97.87	245,000.00	240,118.93	0.00	-4,881.07	-1.99%	4,165.00	1.73%	0.30%	0.19%
MORGAN STANLEY BK UT US RT 04.2500% MAT 02/02/26 FIXED RATE CD	245,000.00	100.00	99.96	245,000.00	250,084.19	0.00	5,084.19	2.08%	10,412.50	4.16%	0.31%	0.20%
MORGAN STANLEY PRI NY US RT 04.0000% MAT 08/29/30 FIXED RATE CD	245,000.00	100.00	99.93	245,000.00	248,995.04	0.00	3,995.04	1.63%	9,800.00	3.94%	0.31%	0.20%
MUTUALONE BANK MA US RT 03.6000% MAT 10/06/27 FIXED RATE CD	245,000.00	100.00	99.68	245,000.00	247,040.78	0.00	2,040.78	0.83%	8,820.00	3.57%	0.31%	0.20%
NEW ORLEANS FIREME LA US RT 05.0000% MAT 07/17/28 FIXED RATE CD	245,000.00	100.00	102.81	245,000.00	252,347.01	0.00	7,347.01	3.00%	12,250.00	4.85%	0.31%	0.20%
NEW YORK CMNTY BK NY US RT 00.7000% MAT 07/01/26 FIXED RATE CD	245,000.00	100.00	98.72	245,000.00	242,011.91	0.00	-2,988.09	-1.22%	1,715.00	0.71%	0.30%	0.19%
OCEANAIR FED CREDI CA US RT 03.6000% MAT 10/10/30 FIXED RATE CD	245,000.00	100.00	98.70	245,000.00	244,545.58	0.00	-454.42	-0.19%	8,820.00	3.61%	0.30%	0.19%
PENTAGON FED CREDI VA US RT 01.7000% MAT 02/18/27 CREDIT UNION SHARE CERT	245,000.00	100.00	97.88	245,000.00	239,954.34	0.00	-5,045.66	-2.06%	4,165.00	1.74%	0.30%	0.19%
REGENT BK OK US RT 03.9500% MAT 12/22/28 FIXED RATE CD	245,000.00	100.00	100.03	245,000.00	245,283.16	0.00	283.16	0.12%	9,677.50	3.95%	0.30%	0.19%

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UBS

Portfolio Holdings

as of January 31, 2026 *(continued)*

Fixed Income	Quantity	Purchase price ($) / Avg Price	Price on 01/31/2026 ($)	Cost basis ($)	Market value ($)	Amort/Accr.($) as of 01/30/2026	Unrealized gain/loss ($)	Unrealized gain/loss (%)	Est. annual income ($)	Current yield (%)	% of Fixed Income	% of portfolio
US												
US Fixed Income												
SALLIE MAE BANK UT US RT 04.0500% MAT 11/21/29 FIXED RATE CD	245,000.00	99.80	100.58	244,510.00	248,343.78	0.00	3,833.78	1.57%	9,922.50	4.00%	0.31%	0.20%
STATE BANK OF INDI NY US RT 00.9000% MAT 03/25/26 FIXED RATE CD	245,000.00	100.00	99.57	245,000.00	244,712.41	0.00	-287.59	-0.12%	2,205.00	0.90%	0.30%	0.19%
STATE BK IL US RT 04.1000% MAT 11/26/29 FIXED RATE CD	245,000.00	100.00	100.75	245,000.00	248,653.86	0.00	3,653.86	1.49%	10,045.00	4.04%	0.31%	0.20%
SYNCHRONY BANK UT US RT 03.6000% MAT 10/24/30 FIXED RATE CD	245,000.00	99.60	99.10	244,020.42	245,175.02	0.00	1,154.60	0.47%	8,820.00	3.60%	0.30%	0.19%
TAB BANK INC UT US RT 03.8000% MAT 08/13/27 FIXED RATE CD	245,000.00	100.00	100.03	245,000.00	245,488.96	0.00	488.96	0.20%	9,310.00	3.79%	0.30%	0.19%
TECHNOLOGY CREDIT CA US RT 05.0000% MAT 03/23/26 CREDIT UNION SHARE CERT	245,000.00	100.00	100.17	245,000.00	246,430.70	0.00	1,430.70	0.58%	12,250.00	4.97%	0.31%	0.20%
TOYOTA FINL SVG BK NV US RT 00.9000% MAT 04/22/26 FIXED RATE CD	245,000.00	100.00	99.34	245,000.00	243,998.05	0.00	-1,001.95	-0.41%	2,205.00	0.90%	0.30%	0.19%
TRUIST BK NC US RT 04.4500% MAT 06/27/30 FIXED RATE CD	245,000.00	100.00	100.09	245,000.00	251,737.03	0.00	6,737.03	2.75%	10,902.50	4.33%	0.31%	0.20%
TRUXTON TR CO NASH TN US RT 04.1000% MAT 02/27/30 FIXED RATE CD	245,000.00	99.98	100.00	244,938.75	245,072.76	0.00	134.01	0.05%	10,045.00	4.10%	0.30%	0.19%
UBS BANK UT US RT 00.8500% MAT 06/16/26 FIXED RATE CD	245,000.00	100.00	98.89	245,000.00	242,363.63	0.00	-2,636.37	-1.08%	2,082.50	0.86%	0.30%	0.19%
USF FED CREDIT UNI FL US RT 03.9000% MAT 05/01/28 LICU SHARE CERTIFICATE	245,000.00	100.00	100.21	245,000.00	246,287.59	0.00	1,287.59	0.53%	9,555.00	3.88%	0.31%	0.20%

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UBS

Portfolio Holdings

as of January 31, 2026 *(continued)*

Fixed Income	Quantity	Purchase price ($) / Avg Price	Price on 01/31/2026 ($)	Cost basis ($)	Market value ($)	Amort/Accr.($) as of 01/30/2026	Unrealized gain/loss ($)	Unrealized gain/loss (%)	Est. annual income ($)	Current yield (%)	% of Fixed Income	% of portfolio
US												
US Fixed Income												
VALLEYSTAR CR UN M VA US RT 05.0000% MAT 03/20/26 LICU SHARE CERTIFICATE	245,000.00	100.00	100.16	245,000.00	245,748.93	0.00	748.93	0.31%	12,250.00	4.98%	0.31%	0.19%
VIBRANT CREDIT UNI IL US RT 03.6500% MAT 10/27/27 LICU SHARE CERTIFICATE	245,000.00	100.00	99.76	245,000.00	244,507.55	0.00	-492.45	-0.20%	8,942.50	3.66%	0.30%	0.19%
WELLS FARGO BK NA SD US RT 04.1000% MAT 02/06/29 FIXED RATE CD	245,000.00	100.00	100.84	244,987.75	247,738.66	0.00	2,750.91	1.12%	10,045.00	4.05%	0.31%	0.20%
WESTERN ALLIANCE B AZ US RT 03.6500% MAT 07/30/27 FIXED RATE CD	245,000.00	100.00	99.82	245,000.00	244,583.50	0.00	-416.50	-0.17%	8,942.50	3.66%	0.30%	0.19%
WORKERS CREDIT UNI MA US RT 04.1000% MAT 11/22/27 LICU SHARE CERTIFICATE	245,000.00	100.00	100.53	245,000.00	246,546.18	0.00	1,546.18	0.63%	10,045.00	4.07%	0.31%	0.20%
Total US Fixed Income				**$14,860,102**	**$14,904,820**	**-$855.01**	**$44,718**	**0.30%**	**$509,064**	**3.42%**	**18.51%**	**11.83%**
Government												
FARMER MAC MED TERM NTS 03.800 % DUE 122228 DTD 122225 FC 06222026	1,000,000.00	-	99.64	-	1,000,539.67	0.00	-	-	38,000.00	3.80%	1.24%	0.79%
FARMER MAC MED TERM NTS 03.930 % DUE 011331 DTD 011326 FC 07132026	500,000.00	-	100.00	-	500,982.50	0.00	-	-	19,650.00	3.92%	0.62%	0.40%
FARMER MAC MED TERM NTS 04.330 % DUE 090429 DTD 090425 FC 03042026	500,000.00	100.00	99.90	500,004.76	508,315.42	-0.49	8,310.66	1.66%	21,650.00	4.26%	0.63%	0.40%
FARMER MAC NTS 03.200 % DUE 082627 DTD 082922 FC 02262023	500,000.00	99.70	99.46	498,481.25	504,208.89	0.00	5,727.64	1.15%	16,000.00	3.17%	0.63%	0.40%
FEDERAL HOME LN BANK NTS 04.175 % DUE 031229 DTD 031225 FC 09122025	1,000,000.00	100.00	100.24	1,000,004.16	1,018,540.14	-1.09	18,535.98	1.85%	41,750.00	4.10%	1.26%	0.81%

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UBS

Portfolio Holdings

as of January 31, 2026 *(continued)*

Fixed Income	Quantity	Purchase price ($) / Avg Price	Price on 01/31/2026 ($)	Cost basis ($)	Market value ($)	Amort/Accr.($) as of 01/30/2026	Unrealized gain/loss ($)	Unrealized gain/loss (%)	Est. annual income ($)	Current yield (%)	% of Fixed Income	% of portfolio
US												
Government												
FFCB BOND 01.840 % DUE 012627 DTD 012622 FC 07262022	2,000,000.00	100.00	98.35	2,000,000.00	1,967,511.11	0.00	-32,488.89	-1.62%	36,800.00	1.87%	2.44%	1.56%
FFCB BOND 04.000 % DUE 040130 DTD 040125 FC 10012025	1,000,000.00	100.13	100.99	1,001,258.53	1,023,183.33	-216.25	21,924.80	2.19%	40,000.00	3.91%	1.27%	0.81%
FFCB BOND 04.090 % DUE 071629 DTD 071625 FC 01162026	2,000,000.00	99.95	100.18	1,999,005.25	2,006,948.33	0.00	7,943.08	0.40%	81,800.00	4.08%	2.49%	1.59%
FFCB BOND 04.520 % DUE 051430 DTD 051425 FC 11142025	1,000,000.00	100.00	100.20	1,000,004.68	1,011,637.78	-0.57	11,633.10	1.16%	45,200.00	4.47%	1.26%	0.80%
FFCB NTS 00.940 % DUE 092826 DTD 092821 FC 03282022	2,000,000.00	100.00	98.27	2,000,000.00	1,971,763.33	0.00	-28,236.67	-1.41%	18,800.00	0.95%	2.45%	1.56%
FHLB BOND 01.050 % DUE 081326 DTD 081321 FC 02132022	1,000,000.00	96.84	98.64	968,385.25	991,340.00	0.00	22,954.75	2.37%	10,500.00	1.06%	1.23%	0.79%
FHLB BOND 01.780 % DUE 021027 DTD 021022 FC 08102022	2,000,000.00	100.00	98.20	2,000,000.00	1,980,970.00	0.00	-19,030.00	-0.95%	35,600.00	1.80%	2.46%	1.57%
FHLB BOND 02.010 % DUE 022527 DTD 022522 FC 08252022	3,215,000.00	95.65	98.37	3,075,098.40	3,190,566.00	0.00	115,467.60	3.75%	64,621.50	2.03%	3.96%	2.53%
FHLB BOND 03.250 % DUE 060928 DTD 050818 FC 12092018	500,000.00	99.87	99.32	499,366.75	498,942.22	0.00	-424.53	-0.09%	16,250.00	3.26%	0.62%	0.40%
FHLB BOND STEP-UP 3.5000% DUE 063026 DTD 063021 FC 12302021	2,000,000.00	100.00	99.87	2,000,000.00	2,003,293.33	0.00	3,293.33	0.16%	70,000.00	3.49%	2.49%	1.59%
FHLB NTS 1.0500% DUE 033026 DTD 033021 FC 09302021	2,000,000.00	100.00	99.59	2,000,000.00	1,998,780.00	0.00	-1,220.00	-0.06%	21,000.00	1.05%	2.48%	1.59%
FHLB NTS 1.1500% DUE 082626 DTD 082621 FC 02262022	2,000,000.00	100.00	98.44	2,000,000.00	1,978,742.78	0.00	-21,257.22	-1.06%	23,000.00	1.16%	2.46%	1.57%

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UBS

Portfolio Holdings

as of January 31, 2026 *(continued)*

Fixed Income	Quantity	Purchase price ($) / Avg Price	Price on 01/31/2026 ($)	Cost basis ($)	Market value ($)	Amort/Accr.($) as of 01/30/2026	Unrealized gain/loss ($)	Unrealized gain/loss (%)	Est. annual income ($)	Current yield (%)	% of Fixed Income	% of portfolio
US												
Government												
FHLB NTS 1.5000% DUE 063026 DTD 063021 FC 12302021	2,000,000.00	100.00	99.11	2,000,000.00	1,984,760.00	0.00	-15,240.00	-0.76%	30,000.00	1.51%	2.46%	1.57%
FHLB NTS 04.500 % DUE 011730 DTD 071725 FC 01172026	1,000,000.00	100.00	100.30	1,000,004.68	1,004,780.00	-0.57	4,775.32	0.48%	45,000.00	4.48%	1.25%	0.80%
FHLMC NTS 04.000 % DUE 043029 DTD 043025 FC 10302025	650,000.00	99.75	100.01	648,380.25	656,532.50	0.00	8,152.25	1.26%	26,000.00	3.96%	0.82%	0.52%
FNMA NTS 04.050 % DUE 011531 DTD 012026 FC 07152026	1,000,000.00	99.98	99.87	999,755.25	999,977.50	0.00	222.25	0.02%	40,500.00	4.05%	1.24%	0.79%
FNMA NTS 04.300 % DUE 030430 DTD 031225 FC 09042025	1,000,000.00	100.00	100.43	1,000,004.40	1,021,808.33	-0.85	21,803.93	2.18%	43,000.00	4.21%	1.27%	0.81%
INTL FIN CORP NTS 00.500 % DUE 051526 DTD 052821 FC 11152021	2,000,000.00	100.00	99.90	2,000,000.00	2,000,171.11	0.00	171.11	0.01%	10,000.00	0.50%	2.48%	1.59%
US TSY NOTE 01.125 % DUE 10/31/26 DTD 10/31/21 FC 04/30/22	1,000,000.00	98.21	98.18	982,052.13	984,609.12	0.00	2,556.99	0.26%	11,250.00	1.14%	1.22%	0.78%
US TSY NOTE 02.875 % DUE 08/15/28 DTD 08/15/18 FC 02/15/19	500,000.00	98.63	98.32	493,165.41	498,221.56	0.00	5,056.15	1.03%	14,375.00	2.89%	0.62%	0.40%
US TSY NOTE 03.125 % DUE 11/15/28 DTD 11/15/18 FC 05/15/19	500,000.00	99.14	98.78	495,704.47	497,208.55	0.00	1,504.08	0.30%	15,625.00	3.14%	0.62%	0.39%
US TSY NOTE 03.375 % DUE 09/15/28 DTD 09/15/25 FC 03/15/26	500,000.00	99.86	99.49	499,278.69	503,893.01	0.00	4,614.32	0.92%	16,875.00	3.35%	0.63%	0.40%
US TSY NOTE 03.500 % DUE 09/30/29 DTD 09/30/24 FC 03/31/25	1,000,000.00	98.47	99.38	984,716.19	1,005,616.92	0.00	20,900.73	2.12%	35,000.00	3.48%	1.25%	0.80%
US TSY NOTE 03.500 % DUE 10/15/28 DTD 10/15/25 FC 04/15/26	1,000,000.00	99.92	99.77	999,231.81	1,008,084.62	0.00	8,852.81	0.89%	35,000.00	3.47%	1.25%	0.80%

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UBS

Portfolio Holdings

as of January 31, 2026 *(continued)*

Fixed Income	Quantity	Purchase price ($) / Avg Price	Price on 01/31/2026 ($)	Cost basis ($)	Market value ($)	Amort/Accr.($) as of 01/30/2026	Unrealized gain/loss ($)	Unrealized gain/loss (%)	Est. annual income ($)	Current yield (%)	% of Fixed Income	% of portfolio
US												
Government												
US TSY NOTE 03.500 % DUE 11/30/30 DTD 11/30/25 FC 05/31/26	500,000.00	99.44	98.74	497,177.13	496,690.77	0.00	-486.36	-0.10%	17,500.00	3.52%	0.62%	0.39%
US TSY NOTE 03.625 % DUE 10/31/30 DTD 10/31/25 FC 04/30/26	1,000,000.00	99.88	99.32	998,849.00	1,002,412.71	0.00	3,563.71	0.36%	36,250.00	3.62%	1.24%	0.80%
US TSY NOTE 03.750 % DUE 05/31/30 DTD 05/31/23 FC 11/30/23	1,000,000.00	98.65	100.01	986,458.38	1,006,507.36	0.00	20,048.98	2.03%	37,500.00	3.73%	1.25%	0.80%
US TSY NOTE 03.875 % DUE 11/30/29 DTD 11/30/22 FC 05/31/23	1,500,000.00	99.38	100.62	1,490,677.13	1,519,155.41	0.00	28,478.28	1.91%	58,125.00	3.83%	1.89%	1.21%
US TSY NOTE 03.875 % DUE 12/31/29 DTD 12/31/22 FC 06/30/23	1,017,000.00	97.76	100.62	994,218.09	1,026,649.67	0.00	32,431.58	3.26%	39,408.75	3.84%	1.27%	0.81%
US TSY NOTE 04.000 % DUE 10/31/29 DTD 10/31/22 FC 04/30/23	1,000,000.00	99.16	101.07	991,647.22	1,020,825.75	0.00	29,178.53	2.94%	40,000.00	3.92%	1.27%	0.81%
US TSY NOTE 04.125 % DUE 10/31/29 DTD 10/31/24 FC 04/30/25	1,000,000.00	98.38	101.51	983,770.88	1,025,563.43	0.00	41,792.55	4.25%	41,250.00	4.02%	1.27%	0.81%
Total Government				**$41,586,700***	**$43,419,733**	**-$219.82**	**$331,511***	**0.80%***	**$1,193,280**	**2.75%**	**53.90%**	**34.44%**
Corporate IG Credit												
ACCENTURE CAPITAL INC 04.050% 100429 DTD100424 FC040425 CALL@MW+10BP	3,000,000.00	99.12	100.36	2,973,745.75	3,050,227.50	0.00	76,481.75	2.57%	121,500.00	3.98%	3.79%	2.42%
AMAZON.COM INC B/E 01.500% 060330 DTD060320 CALL@MW+15BP	1,000,000.00	88.91	90.08	889,135.25	903,166.67	0.00	14,031.42	1.58%	15,000.00	1.66%	1.12%	0.72%
AMEREN ILL CO NTS B/E 03.800% 051528 DTD052218 FC111518 CALL@MW+15BP	1,500,000.00	99.67	99.85	1,494,995.25	1,509,753.33	0.00	14,758.08	0.99%	57,000.00	3.78%	1.87%	1.20%

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Accrued interest, if any, has been included in the total market value.

UBS

Portfolio Holdings

as of January 31, 2026 *(continued)*

Fixed Income	Quantity	Purchase price ($) / Avg Price	Price on 01/31/2026 ($)	Cost basis ($)	Market value ($)	Amort/Accr.($) as of 01/30/2026	Unrealized gain/loss ($)	Unrealized gain/loss (%)	Est. annual income ($)	Current yield (%)	% of Fixed Income	% of portfolio
US												
Corporate IG Credit												
ARCHER DANIELS MIDLAND 03.250% 032730 DTD032720 FC092720 CO CALL@MW+40BP	500,000.00	97.01	96.62	485,050.25	488,717.22	0.00	3,666.97	0.76%	16,250.00	3.33%	0.61%	0.39%
CHARLES SCHWAB CORP B/E 03.250% 052229 DTD052219 FC112219	470,000.00	94.17	97.70	442,604.25	462,122.41	0.00	19,518.16	4.41%	15,275.00	3.31%	0.57%	0.37%
CHARLES SCHWAB CORP NTS 00.900% 031126 DTD121120 FC031121 CALL@MW+10BP	2,000,000.00	99.49	99.71	1,989,860.00	2,001,120.00	0.00	11,260.00	0.57%	18,000.00	0.90%	2.48%	1.59%
DTE ELEC CO B/E 02.250% 030130 DTD022620 CALL@MW+15BP	1,000,000.00	91.95	93.04	919,485.25	939,795.00	0.00	20,309.75	2.21%	22,500.00	2.39%	1.17%	0.75%
JOHN DEERE CPTL CORP 03.350% 041829 DTD041822 FC101822 MED TERM NTS	1,000,000.00	97.50	98.32	975,045.25	992,744.72	0.00	17,699.47	1.82%	33,500.00	3.37%	1.23%	0.79%
JPMORGAN CHASE & CO 00.800% 022626 DTD022621 FC082621 MED TERM NTS	1,200,000.00	100.00	99.76	1,200,000.00	1,201,277.33	0.00	1,277.33	0.11%	9,600.00	0.80%	1.49%	0.95%
JPMORGAN CHASE & CO NTS 05.012% 012330 DTD012324 FC072324 CALL@MW+20BP	500,000.00	99.92	102.53	499,615.25	513,201.89	0.00	13,586.64	2.72%	25,060.00	4.88%	0.64%	0.41%
MORGAN STANLEY FIN LLC 01.050% 082726 DTD082721 FC022722 MED TERM NTS	2,000,000.00	100.00	98.44	2,000,000.00	1,977,803.33	0.00	-22,196.67	-1.11%	21,000.00	1.06%	2.46%	1.57%
ONCOR ELEC DELIVERY CO 04.650% 110129 DTD111324 FC050125 CALL@MW+10BP	500,000.00	100.10	101.81	500,514.14	514,852.50	-111.11	14,338.36	2.86%	23,250.00	4.52%	0.64%	0.41%
PACIFICORP B/E 03.500% 061529 DTD030119 FC061519 CALL@MW+15BP	1,000,000.00	97.14	97.67	971,415.25	981,152.22	0.00	9,736.97	1.00%	35,000.00	3.57%	1.22%	0.78%

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Accrued interest, if any, has been included in the total market value.

UBS

Portfolio Holdings

as of January 31, 2026 *(continued)*

Fixed Income	Quantity	Purchase price ($) / Avg Price	Price on 01/31/2026 ($)	Cost basis ($)	Market value ($)	Amort/Accr.($) as of 01/30/2026	Unrealized gain/loss ($)	Unrealized gain/loss (%)	Est. annual income ($)	Current yield (%)	% of Fixed Income	% of portfolio
US												
Corporate IG Credit												
PUB SVC ELEC & GAS CO 03.650% 090128 DTD090718 FC030119 CALL@MW+12.5BP	200,000.00	99.73	99.39	199,469.25	201,815.67	0.00	2,346.42	1.18%	7,300.00	3.62%	0.25%	0.16%
SAN DIEGO G & E B/E 01.700% 100130 DTD092820 FC040121 CALL@MW+20BP	500,000.00	89.43	89.26	447,160.25	449,153.33	0.00	1,993.08	0.45%	8,500.00	1.89%	0.56%	0.36%
SOUTHERN CALIF GAS CO 02.550% 020130 DTD010920 CALL@MW+15BP	500,000.00	92.98	94.27	464,875.25	477,720.00	0.00	12,844.75	2.76%	12,750.00	2.67%	0.59%	0.38%
ST STREET BK & TR CO NTS 04.782% 112329 DTD112524 FC052325 B/E	1,000,000.00	99.84	102.85	998,380.50	1,037,572.67	0.00	39,192.17	3.93%	47,820.00	4.61%	1.29%	0.82%
TOYOTA MOTOR CREDIT CORP 04.450% 062929 DTD063022 FC122922 CALL@MW+20BP	500,000.00	99.82	101.34	499,085.25	508,652.78	0.00	9,567.53	1.92%	22,250.00	4.37%	0.63%	0.40%
UNITED HEALTH GROUP INC 01.150% 051526 DTD051921 FC111521 CALL@MW+07.50BP	2,000,000.00	100.01	99.25	2,000,285.19	1,989,875.56	-4,474.81	-10,409.63	-0.52%	23,000.00	1.16%	2.47%	1.58%
UNITED HEALTH GROUP INC 04.000% 051529 DTD052022 FC111522 CALL@MW+20BP	1,000,000.00	98.46	99.88	984,595.25	1,007,214.44	0.00	22,619.19	2.30%	40,000.00	3.97%	1.25%	0.80%
US BANCORP NTS B/E 04.653% 020129 DTD020123 FC080123	1,000,000.00	99.40	101.21	993,985.50	1,012,100.00	0.00	18,114.50	1.82%	46,530.00	4.60%	1.26%	0.80%
Total Corporate IG Credit				**$21,929,302**	**$22,220,039**	**-$4,585.92**	**$290,736**	**1.33%**	**$621,085**	**2.80%**	**27.59%**	**17.63%**
Total US				**$78,376,105***	**$80,544,592**	**-$5,660.75**	**$666,965***	**0.85%***	**$2,323,429**	**2.88%**	**100%**	**63.90%**
Total Fixed Income				**$78,376,105***	**$80,544,592**	**-$5,660.75**	**$666,965***	**0.85%***	**$2,323,429**	**2.88%**	**100%**	**63.90%**

(1)Assets held at other financial institutions are included in this report. We have not verified, and are not responsible for, the accuracy or completeness of this information.

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Accrued interest, if any, has been included in the total market value.

UBS

Portfolio Holdings

as of January 31, 2026 *(continued)*

	Cost basis ($)	Market value ($)	Unrealized gain/loss ($)	Unrealized gain/loss (%)	Est. annual income ($)	Current yield (%)	% of asset class	% of portfolio
Total Portfolio	**$123,874,760***	**$126,043,247**	**$666,965***	**0.54%***	**$3,099,346**	**2.46%**	**100%**	**100%**

Total accrued interest (included in market values): $493,983.14

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Accrued interest, if any, has been included in the total market value.

UBS

Bond Holdings

as of January 31, 2026

Summary of Bond Holdings

Maturity Year	Issues	Quantity	Est. annual income ($)	Current yield (%)	Yield to maturity (%)	Yield to worst (%)	Modified duration	Adjusted cost basis ($)	Unrealized gain/loss ($)	Mkt. value ($)	% of bond portfolio maturing
2026	29	25,365,000	366,110.00	1.46%	3.82%	3.82%	0.38	25,305,582.57	-148,648.82	25,243,336.69	31.43%
2027	22	12,080,000	302,944.00	2.54%	3.65%	3.65%	1.19	11,938,827.76	412.63	12,002,848.22	14.91%
2028	20	8,614,000	325,591.50	3.79%	3.88%	3.71%	2.02	7,594,947.54	997,370.58	8,653,665.29	10.73%
2029	23	20,362,000	818,251.25	4.01%	3.92%	3.91%	2.88	20,150,265.72	270,209.17	20,590,846.78	25.51%
2030	22	12,705,000	450,382.50	3.62%	4.07%	3.93%	3.07	12,386,725.88	56,175.92	12,552,935.11	15.54%
2031	2	1,500,000	60,150.00	4.01%	4.03%	4.03%	3.58	999,755.25	498,984.75	1,500,960.00	1.87%
2032	0	0			N/A	N/A	N/A				
2033	0	0			N/A	N/A	N/A				
2034	0	0			N/A	N/A	N/A				
2035	0	0			N/A	N/A	N/A				
2036	0	0			N/A	N/A	N/A				
2037	0	0			N/A	N/A	N/A				
2038	0	0			N/A	N/A	N/A				
2039	0	0			N/A	N/A	N/A				
2040	0	0			N/A	N/A	N/A				
2041	0	0			N/A	N/A	N/A				
2042	0	0			N/A	N/A	N/A				
2043	0	0			N/A	N/A	N/A				
2044	0	0			N/A	N/A	N/A				
2045	0	0			N/A	N/A	N/A				
2046	0	0			N/A	N/A	N/A				
2047	0	0			N/A	N/A	N/A				
2048	0	0			N/A	N/A	N/A				
2049	0	0			N/A	N/A	N/A				
2050	0	0			N/A	N/A	N/A				
2051	0	0			N/A	N/A	N/A				
2051 +	0	0			N/A	N/A	N/A				
Other	0	0			N/A	N/A	N/A				
Total	**118**	**80,626,000**	**$2,323,429.25**	**2.90%**	**3.88%**	**3.83%**	**1.98**	**$78,376,104.72**	**$1,674,504.23**	**$80,544,592.10**	

Includes all fixed-rate securities in the selected portfolio. Average yields and durations exclude Structured Product, Pass-Through, Perpetual Preferred, and Foreign securities.
Accrued interest, if any, has been included in the total market value.

UBS

Bond Holdings

as of January 31, 2026 *(continued)*

Details of Bond Holdings

	Effective rating/ Underlying rating (Mdy/Fitch/S&P)	Quantity	Coupon	Effective maturity	Call date/ Call price ($)	Est. annual income ($)/ Curr. yield (%)	YTM (%)/ YTW (%)	Modified duration	Adjusted cost basis ($)/ Unreal. g/l ($)	Market price ($)	Mkt. value ($)/ Accr. interest ($)	% of bond port.
Total Bond Portfolio		**80,626,000**	**2.89%**	**04/26/2028**	**N/A**	**$2,323,429.25** **2.90%**	**3.88%** **3.83%**	**1.98**	**$78,376,104.72** **$1,674,504.23**	**N/A**	**$80,050,608.95** **$493,983.14** **$80,544,592.10**	**100%**

	Effective rating/ Underlying rating (Mdy/Fitch/S&P)	Quantity	Coupon	Effective maturity	Call date/ Call price ($)	Est. annual income ($)/ Curr. yield (%)	YTM (%)/ YTW (%)	Modified duration	Adjusted cost basis ($)/ Unreal. g/l ($)	Market price ($)	Mkt. value ($)/ Accr. interest ($)	% of bond port.
Maturing 2026												
MORGAN STANLEY BK UT US RT 04.2500% MAT 02/02/26 FIXED RATE CD /UT	CD	245,000	4.25%	02/02/2026		10,412.50 4.25%	9.41% 9.41%	0.01	245,000.00 -107.80	99.956	244,892.20 5,191.99	0.31%
JPMORGAN CHASE & CO 00.800% 022626 DTD022621 FC082621 MED TERM NTS	A1/AA-/A NR/NR/NR	1,200,000	0.80%	02/26/2026		9,600.00 0.80%	4.09% 4.09%	0.07	1,200,000.00 -2,856.00	99.762	1,197,144.00 4,133.33	1.50%
CFG COMMUNITY BANK MD US RT 03.8000% MAT 03/11/26 FIXED RATE CD /MD	CD	245,000	3.80%	03/11/2026	02/11/2026 100.00	9,310.00 3.80%	3.82% 3.82%	0.11	245,000.00 -9.80	99.996	244,990.20 4,412.68	0.31%
CHARLES SCHWAB CORP NTS 00.900% 031126 DTD121120 FC031121 CALL@MW+10BP	A2/A/A- NR/NR/NR	2,000,000	0.90%	03/11/2026	02/11/2026 100.00	18,000.00 0.90%	3.48% 3.48%	0.11	1,989,860.00 4,260.00	99.706	1,994,120.00 7,000.00	2.49%
BMO HARRIS BK NA IL US RT 00.8000% MAT 03/18/26 FIXED RATE CD /IL	CD	245,000	0.80%	03/18/2026		1,960.00 0.80%	3.83% 3.83%	0.13	245,000.00 -953.05	99.611	244,046.95 236.27	0.30%
AFFINITY PLUS MN US RT 05.0500% MAT 03/20/26 LICU SHARE CERTIFICATE /MN	CD	245,000	5.05%	03/20/2026		12,372.50 5.04%	3.84% 3.84%	0.13	245,000.00 396.90	100.162	245,396.90 372.87	0.31%
VALLEYSTAR CR UN M VA US RT 05.0000% MAT 03/20/26 LICU SHARE CERTIFICATE /VA	CD	245,000	5.00%	03/20/2026		12,250.00 4.99%	3.84% 3.84%	0.13	245,000.00 379.75	100.155	245,379.75 369.18	0.31%

Includes all fixed-rate securities in the selected portfolio. Average yields and durations exclude Structured Product, Pass-Through, Perpetual Preferred, and Foreign securities.
Accrued interest, if any, has been included in the total market value.

UBS

Bond Holdings

as of January 31, 2026 *(continued)*

	Effective rating/ Underlying rating (Mdy/Fitch/S&P)	Quantity	Coupon	Effective maturity	Call date/ Call price ($)	Est. annual income ($)/ Curr. yield (%)	YTM (%)/ YTW (%)	Modified duration	Adjusted cost basis ($)/ Unreal. g/l ($)	Market price ($)	Mkt. value ($)/ Accr. interest ($)	% of bond port.
Maturing 2026												
TECHNOLOGY CREDIT CA US RT 05.0000% MAT 03/23/26 CREDIT UNION SHARE CERT /CA	CD	245,000	5.00%	03/23/2026		12,250.00 4.99%	3.78% 3.78%	0.14	245,000.00 423.85	100.173	245,423.85 1,006.85	0.31%
CIBC BANK ILLINOIS IL US RT 05.0000% MAT 03/24/26 FIXED RATE CD /IL	CD	245,000	5.00%	03/24/2026		12,250.00 4.99%	3.85% 3.85%	0.14	245,000.00 382.20	100.156	245,382.20 4,329.45	0.31%
STATE BANK OF INDI NY US RT 00.9000% MAT 03/25/26 FIXED RATE CD /NY	CD	245,000	0.90%	03/25/2026		2,205.00 0.90%	3.83% 3.83%	0.15	245,000.00 -1,060.85	99.567	243,939.15 773.26	0.30%
FHLB NTS 1.0500% DUE 033026 DTD 033021 FC 09302021	Aa1/NR/AA+ NR/NR/NR	2,000,000	1.05%	03/30/2026		21,000.00 1.05%	N/A N/A	N/A	2,000,000.00 -8,220.00	99.589	1,991,780.00 7,000.00	2.49%
BANKUNITED NA FLOR FL US RT 00.9500% MAT 03/31/26 FIXED RATE CD /FL	CD	245,000	0.95%	03/31/2026	01/31/2026 100.00	2,327.50 0.95%	N/A N/A	N/A	245,000.00 -1,183.35	99.517	243,816.65 197.68	0.30%
GREENSTATE CREDIT IA US RT 00.9500% MAT 04/16/26 FIXED RATE CD /IA	CD	245,000	0.95%	04/16/2026		2,327.50 0.96%	3.89% 3.89%	0.21	245,000.00 -1,492.05	99.391	243,507.95 191.30	0.30%
TOYOTA FINL SVG BK NV US RT 00.9000% MAT 04/22/26 FIXED RATE CD /NV	CD	245,000	0.90%	04/22/2026		2,205.00 0.91%	3.84% 3.84%	0.22	245,000.00 -1,612.10	99.342	243,387.90 610.15	0.30%
INTL FIN CORP NTS 00.500 % DUE 051526 DTD 052821 FC 11152021	Aaa/NR/AAA NR/NR/NR	2,000,000	0.50%	05/15/2026		10,000.00 0.50%	N/A N/A	N/A	2,000,000.00 -1,940.00	99.903	1,998,060.00 2,111.11	2.50%
UNITED HEALTH GROUP INC 01.150% 051526 DTD051921 FC111521 CALL@MW+07.50BP	A2/A/A+ NR/NR/NR	2,000,000	1.15%	05/15/2026	04/15/2026 100.00	23,000.00 1.16%	3.74% 3.74%	0.29	2,000,285.19 -15,265.19	99.251	1,985,020.00 4,855.56	2.48%
UBS BANK UT US RT 00.8500% MAT 06/16/26 FIXED RATE CD /UT	CD	245,000	0.85%	06/16/2026		2,082.50 0.86%	3.84% 3.84%	0.37	245,000.00 -2,721.95	98.889	242,278.05 85.58	0.30%
ALLY BK UT US RT 03.5500% MAT 06/30/26 FIXED RATE CD /UT	CD	245,000	3.55%	06/30/2026	01/30/2026 100.00	8,697.50 3.55%	3.83% 3.83%	0.41	245,000.00 -291.55	99.881	244,708.45 762.52	0.31%

Includes all fixed-rate securities in the selected portfolio. Average yields and durations exclude Structured Product, Pass-Through, Perpetual Preferred, and Foreign securities.
Accrued interest, if any, has been included in the total market value.

Bond Holdings

as of January 31, 2026 *(continued)*

	Effective rating/ Underlying rating (Mdy/Fitch/S&P)	Quantity	Coupon	Effective maturity	Call date/ Call price ($)	Est. annual income ($)/ Curr. yield (%)	YTM (%)/ YTW (%)	Modified duration	Adjusted cost basis ($)/ Unreal. g/l ($)	Market price ($)	Mkt. value ($)/ Accr. interest ($)	% of bond port.
Maturing 2026												
FHLB BOND STEP-UP 3.5000% DUE 063026 DTD 063021 FC 12302021	Aa1/NR/AA+ NR/NR/NR	2,000,000	3.50%	06/30/2026	03/30/2026 100.00	70,000.00 3.50%	N/A N/A	N/A	2,000,000.00 -2,540.00	99.873	1,997,460.00 5,833.33	2.50%
FHLB NTS 1.5000% DUE 063026 DTD 063021 FC 12302021	Aa1/NR/AA+ NR/NR/NR	2,000,000	1.50%	06/30/2026		30,000.00 1.51%	N/A N/A	N/A	2,000,000.00 -17,740.00	99.113	1,982,260.00 2,500.00	2.48%
NEW YORK CMNTY BK NY US RT 00.7000% MAT 07/01/26 FIXED RATE CD /NY	CD	245,000	0.70%	07/01/2026		1,715.00 0.71%	3.82% 3.82%	0.41	245,000.00 -3,138.45	98.719	241,861.55 150.36	0.30%
FHLB BOND 01.050 % DUE 081326 DTD 081321 FC 02132022	Aa1/NR/AA+ NR/NR/NR	1,000,000	1.05%	08/13/2026	02/13/2026 100.00	10,500.00 1.06%	3.63% 3.63%	0.52	968,385.25 18,054.75	98.644	986,440.00 4,900.00	1.23%
LIVE OAK BKG CO NC US RT 00.8000% MAT 08/13/26 FIXED RATE CD /NC	CD	245,000	0.80%	08/13/2026		1,960.00 0.81%	3.80% 3.80%	0.53	245,000.00 -3,880.80	98.416	241,119.20 161.10	0.30%
FHLB NTS 1.1500% DUE 082626 DTD 082621 FC 02262022	Aa1/NR/AA+ NR/NR/NR	2,000,000	1.15%	08/26/2026		23,000.00 1.17%	N/A N/A	N/A	2,000,000.00 -31,160.00	98.442	1,968,840.00 9,902.78	2.46%
MORGAN STANLEY FIN LLC 01.050% 082726 DTD082721 FC022722 MED TERM NTS	A1/A+/A- NR/NR/NR	2,000,000	1.05%	08/27/2026		21,000.00 1.07%	3.82% 3.82%	0.56	2,000,000.00 -31,180.00	98.441	1,968,820.00 8,983.33	2.46%
FFCB NTS 00.940 % DUE 092826 DTD 092821 FC 03282022	Aa1/AA+/AA+ NR/NR/NR	2,000,000	0.94%	09/28/2026		18,800.00 0.96%	3.61% 3.61%	0.65	2,000,000.00 -34,660.00	98.267	1,965,340.00 6,423.33	2.46%
US TSY NOTE 01.125 % DUE 10/31/26 DTD 10/31/21 FC 04/30/22	NR/AA+/NR NR/NR/NR	1,000,000	1.13%	10/31/2026		11,250.00 1.15%	3.62% 3.62%	0.73	982,052.13 -302.13	98.175	981,750.00 2,859.12	1.23%
CAPITAL ONE BK USA VA US RT 01.1500% MAT 11/24/26 FIXED RATE CD /VA	CD	245,000	1.15%	11/24/2026		2,817.50 1.17%	3.76% 3.76%	0.80	245,000.00 -5,115.60	97.912	239,884.40 524.90	0.30%
CAPITAL ONE NA VA US RT 01.1500% MAT 11/24/26 FIXED RATE CD /VA	CD	245,000	1.15%	11/24/2026		2,817.50 1.17%	3.76% 3.76%	0.80	245,000.00 -5,115.60	97.912	239,884.40 524.90	0.30%

Includes all fixed-rate securities in the selected portfolio. Average yields and durations exclude Structured Product, Pass-Through, Perpetual Preferred, and Foreign securities.
Accrued interest, if any, has been included in the total market value.

Bond Holdings

as of January 31, 2026 *(continued)*

	Effective rating/ Underlying rating (Mdy/Fitch/S&P)	Quantity	Coupon	Effective maturity	Call date/ Call price ($)	Est. annual income ($)/ Curr. yield (%)	YTM (%)/ YTW (%)	Modified duration	Adjusted cost basis ($)/ Unreal. g/l ($)	Market price ($)	Mkt. value ($)/ Accr. interest ($)	% of bond port.
Maturing 2026												
Total 2026		**25,365,000**	**1.45%**	**06/16/2026**		**$366,110.00** **1.46%**	**3.82%** **3.82%**	**0.38**	**$25,305,582.57** **$-148,648.82**		**$25,156,933.75** **$86,402.94**	**31.43%**
	Effective rating/ Underlying rating (Mdy/Fitch/S&P)	Quantity	Coupon	Effective maturity	Call date/ Call price ($)	Est. annual income ($)/ Curr. yield (%)	YTM (%)/ YTW (%)	Modified duration	Adjusted cost basis ($)/ Unreal. g/l ($)	Market price ($)	Mkt. value ($)/ Accr. interest ($)	% of bond port.
Maturing 2027												
FFCB BOND 01.840 % DUE 012627 DTD 012622 FC 07262022	Aa1/AA+/AA+ NR/NR/NR	2,000,000	1.84%	01/26/2027		36,800.00 1.87%	3.55% 3.55%	0.97	2,000,000.00 -33,000.00	98.350	1,967,000.00 511.11	2.46%
FHLB BOND 01.780 % DUE 021027 DTD 021022 FC 08102022	Aa1/NR/AA+ NR/NR/NR	2,000,000	1.78%	02/10/2027	02/10/2026 100.00	35,600.00 1.81%	3.58% 3.58%	1.00	2,000,000.00 -35,940.00	98.203	1,964,060.00 16,910.00	2.45%
METRO CREDIT UNION MA US RT 01.7000% MAT 02/18/27 LICU SHARE CERTIFICATE /MA	CD	245,000	1.70%	02/18/2027		4,165.00 1.74%	3.77% 3.77%	1.04	245,000.00 -5,223.40	97.868	239,776.60 342.33	0.30%
PENTAGON FED CREDI VA US RT 01.7000% MAT 02/18/27 CREDIT UNION SHARE CERT /VA	CD	245,000	1.70%	02/18/2027		4,165.00 1.74%	3.76% 3.76%	1.04	245,000.00 -5,194.00	97.880	239,806.00 148.34	0.30%
FHLB BOND 02.010 % DUE 022527 DTD 022522 FC 08252022	Aa1/NR/AA+ NR/NR/NR	3,215,000	2.01%	02/25/2027	02/25/2026 100.00	64,621.50 2.04%	3.58% 3.58%	1.04	3,075,098.40 87,464.95	98.369	3,162,563.35 28,002.65	3.95%
EAGLEMARK SVGS BK NV US RT 02.0000% MAT 03/02/27 FIXED RATE CD /NV	CD	245,000	2.00%	03/02/2027		4,900.00 2.04%	3.76% 3.76%	1.05	245,248.11 -4,797.76	98.143	240,450.35 2,027.12	0.30%
DISCOVER BANK DE US RT 03.2000% MAT 05/24/27 FIXED RATE CD /DE	CD	245,000	3.20%	05/24/2027		7,840.00 3.22%	3.77% 3.77%	1.27	245,000.00 -1,793.40	99.268	243,206.60 1,460.60	0.30%
ESSENTIAL FED CRED LA US RT 04.7000% MAT 06/15/27 LICU SHARE CERTIFICATE /LA	CD	245,000	4.70%	06/15/2027		11,515.00 4.64%	3.77% 3.77%	1.33	245,000.00 3,025.75	101.235	248,025.75 504.77	0.31%

Includes all fixed-rate securities in the selected portfolio. Average yields and durations exclude Structured Product, Pass-Through, Perpetual Preferred, and Foreign securities.
Accrued interest, if any, has been included in the total market value.

Bond Holdings

as of January 31, 2026 *(continued)*

	Effective rating/ Underlying rating (Mdy/Fitch/S&P)	Quantity	Coupon	Effective maturity	Call date/ Call price ($)	Est. annual income ($)/ Curr. yield (%)	YTM (%)/ YTW (%)	Modified duration	Adjusted cost basis ($)/ Unreal. g/l ($)	Market price ($)	Mkt. value ($)/ Accr. interest ($)	% of bond port.
Maturing 2027												
LAFAYETTE FED CRED MD US RT 03.2500% MAT 06/15/27 LICU SHARE CERTIFICATE /MD	CD	245,000	3.25%	06/15/2027		7,962.50 3.27%	3.78% 3.78%	1.34	245,000.00 -1,724.80	99.296	243,275.20 349.04	0.30%
BANK HAPOALIM BM N NY US RT 03.7000% MAT 07/30/27 FIXED RATE CD /NY	CD	245,000	3.70%	07/30/2027		9,065.00 3.70%	3.77% 3.77%	1.44	245,000.00 -264.60	99.892	244,735.40 24.84	0.31%
BANK OF AMERICA NA NC US RT 03.6500% MAT 07/30/27 FIXED RATE CD /NC	CD	245,000	3.65%	07/30/2027		8,942.50 3.66%	3.77% 3.77%	1.44	245,000.00 -441.00	99.820	244,559.00 24.50	0.31%
WESTERN ALLIANCE B AZ US RT 03.6500% MAT 07/30/27 FIXED RATE CD /AZ	CD	245,000	3.65%	07/30/2027		8,942.50 3.66%	3.77% 3.77%	1.44	245,000.00 -441.00	99.820	244,559.00 24.50	0.31%
TAB BANK INC UT US RT 03.8000% MAT 08/13/27 FIXED RATE CD /UT	CD	245,000	3.80%	08/13/2027		9,310.00 3.80%	3.78% 3.78%	1.48	245,000.00 80.85	100.033	245,080.85 408.11	0.31%
BRIGHTSTAR CR UN FL US RT 03.9000% MAT 08/20/27 LICU SHARE CERTIFICATE /FL	CD	245,000	3.90%	08/20/2027		9,555.00 3.89%	3.78% 3.78%	1.50	245,000.00 426.30	100.174	245,426.30 287.96	0.31%
FARMER MAC NTS 03.200 % DUE 082627 DTD 082922 FC 02262023	NR/NR/NR NR/NR/NR	500,000	3.20%	08/26/2027		16,000.00 3.22%	3.55% 3.55%	1.50	498,481.25 -1,161.25	99.464	497,320.00 6,888.89	0.62%
CONNEXUS CREDIT UN WI US RT 04.0000% MAT 09/03/27 LICU SHARE CERTIFICATE /WI	CD	245,000	4.00%	09/03/2027		9,800.00 3.99%	3.79% 3.79%	1.53	245,000.00 806.05	100.329	245,806.05 751.78	0.31%
COMENITY BANK DE US RT 03.8500% MAT 09/15/27 JUMBO CD - HELD AT UBS /DE	CD	200,000	3.85%	09/15/2027		7,700.00 3.87%	4.11% 4.11%	1.57	200,000.00 -817.16	99.591	199,182.84 590.69	0.25%
MUTUALONE BANK MA US RT 03.6000% MAT 10/06/27 FIXED RATE CD /MA	CD	245,000	3.60%	10/06/2027		8,820.00 3.61%	3.79% 3.79%	1.60	245,000.00 -786.45	99.679	244,213.55 2,827.23	0.31%
KEMBA FINL CREDIT OH US RT 03.6000% MAT 10/12/27 FIXED RATE CD /OH	CD	245,000	3.60%	10/12/2027		8,820.00 3.61%	3.79% 3.79%	1.64	245,000.00 -769.30	99.686	244,230.70 531.62	0.31%

Includes all fixed-rate securities in the selected portfolio. Average yields and durations exclude Structured Product, Pass-Through, Perpetual Preferred, and Foreign securities.
Accrued interest, if any, has been included in the total market value.

Bond Holdings

as of January 31, 2026 *(continued)*

	Effective rating/ Underlying rating (Mdy/Fitch/S&P)	Quantity	Coupon	Effective maturity	Call date/ Call price ($)	Est. annual income ($)/ Curr. yield (%)	YTM (%)/ YTW (%)	Modified duration	Adjusted cost basis ($)/ Unreal. g/l ($)	Market price ($)	Mkt. value ($)/ Accr. interest ($)	% of bond port.
Maturing 2027												
VIBRANT CREDIT UNI IL US RT 03.6500% MAT 10/27/27 LICU SHARE CERTIFICATE /IL	CD	245,000	3.65%	10/27/2027		8,942.50 3.66%	3.79% 3.79%	1.68	245,000.00 -590.45	99.759	244,409.55 98.00	0.31%
FARMERS & MERCHANT WI US RT 03.8500% MAT 11/08/27 FIXED RATE CD /WI	CD	245,000	3.85%	11/08/2027		9,432.50 3.85%	3.79% 3.79%	1.71	245,000.00 254.80	100.104	245,254.80 646.06	0.31%
WORKERS CREDIT UNI MA US RT 04.1000% MAT 11/22/27 LICU SHARE CERTIFICATE /MA	CD	245,000	4.10%	11/22/2027		10,045.00 4.08%	3.80% 3.80%	1.74	245,000.00 1,298.50	100.530	246,298.50 247.68	0.31%
Total 2027		**12,080,000**	**2.52%**	**04/22/2027**		**$302,944.00 2.54%**	**3.65% 3.65%**	**1.19**	**$11,938,827.76 $412.63**		**$11,939,240.39 $63,607.82**	**14.91%**

	Effective rating/ Underlying rating (Mdy/Fitch/S&P)	Quantity	Coupon	Effective maturity	Call date/ Call price ($)	Est. annual income ($)/ Curr. yield (%)	YTM (%)/ YTW (%)	Modified duration	Adjusted cost basis ($)/ Unreal. g/l ($)	Market price ($)	Mkt. value ($)/ Accr. interest ($)	% of bond port.
Maturing 2028												
GOLDMAN SACHS BANK NY US RT 04.0000% MAT 03/20/28 FIXED RATE CD /NY	CD	245,000	4.00%	03/20/2028		9,800.00 3.98%	3.79% 3.79%	2.00	245,000.00 1,011.85	100.413	246,011.85 3,624.66	0.31%
AMER NATL BK OMA NE US RT 04.2500% MAT 03/21/28 FIXED RATE CD /NE	CD	245,000	4.25%	03/21/2028	03/21/2026 100.00	10,412.50 4.25%	4.23% 3.90%	0.14	245,000.00 117.60	100.048	245,117.60 285.27	0.31%
ARBOR FINL CREDIT MI US RT 05.0000% MAT 04/03/28 FIXED RATE CD /MI	CD	245,000	5.00%	04/03/2028	04/03/2026 100.00	12,250.00 4.99%	4.91% 3.88%	0.17	245,000.00 470.40	100.192	245,470.40 939.73	0.31%
DIVERSIFIED MEMBER MI US RT 04.3000% MAT 04/28/28 FIXED RATE CD /MI	CD	245,000	4.30%	04/28/2028	01/30/2026 100.00	10,535.00 4.30%	4.28% 4.28%	2.13	245,000.00 95.55	100.039	245,095.55 28.86	0.31%
USF FED CREDIT UNI FL US RT 03.9000% MAT 05/01/28 LICU SHARE CERTIFICATE /FL	CD	245,000	3.90%	05/01/2028		9,555.00 3.89%	3.80% 3.80%	2.14	245,000.00 502.25	100.205	245,502.25 785.34	0.31%
AMEREN ILL CO NTS B/E 03.800% 051528 DTD052218 FC111518 CALL@MW+15BP	A1/NR/A NR/NR/NR	1,500,000	3.80%	05/15/2028	02/15/2028 100.00	57,000.00 3.81%	3.87% 3.87%	2.16	1,494,995.25 2,724.75	99.848	1,497,720.00 12,033.33	1.87%

Includes all fixed-rate securities in the selected portfolio. Average yields and durations exclude Structured Product, Pass-Through, Perpetual Preferred, and Foreign securities.
Accrued interest, if any, has been included in the total market value.

Bond Holdings

as of January 31, 2026 *(continued)*

	Effective rating/ Underlying rating (Mdy/Fitch/S&P)	Quantity	Coupon	Effective maturity	Call date/ Call price ($)	Est. annual income ($)/ Curr. yield (%)	YTM (%)/ YTW (%)	Modified duration	Adjusted cost basis ($)/ Unreal. g/l ($)	Market price ($)	Mkt. value ($)/ Accr. interest ($)	% of bond port.
Maturing 2028												
FHLB BOND 03.250 % DUE 060928 DTD 050818 FC 12092018	Aa1/NR/AA+ NR/NR/NR	500,000	3.25%	06/09/2028		16,250.00 3.27%	3.55% 3.55%	2.24	499,366.75 -2,771.75	99.319	496,595.00 2,347.22	0.62%
FIRST FED SVGS BK IN US RT 04.2000% MAT 07/11/28 FIXED RATE CD /IN	CD	245,000	4.20%	07/11/2028	02/11/2026 100.00	10,290.00 4.20%	4.19% 3.28%	0.03	245,000.00 73.50	100.030	245,073.50 563.84	0.31%
CY-FAIR FED CREDIT TX US RT 05.3000% MAT 07/14/28 FIXED RATE CD /TX	CD	245,000	5.30%	07/14/2028	04/14/2026 100.00	12,985.00 5.28%	5.17% 3.87%	0.20	245,000.00 705.60	100.288	245,705.60 604.78	0.31%
NEW ORLEANS FIREME LA US RT 05.0000% MAT 07/17/28 FIXED RATE CD /LA	CD	245,000	5.00%	07/17/2028		12,250.00 4.86%	3.80% 3.80%	2.31	245,000.00 6,877.15	102.807	251,877.15 469.86	0.31%
US TSY NOTE 02.875 % DUE 08/15/28 DTD 08/15/18 FC 02/15/19	Aa1/AA+/NR NR/NR/NR	500,000	2.88%	08/15/2028		14,375.00 2.92%	3.57% 3.57%	2.40	493,165.41 -1,545.41	98.324	491,620.00 6,601.56	0.61%
PUB SVC ELEC & GAS CO 03.650% 090128 DTD090718 FC030119 CALL@MW+12.5BP	A1/NR/A NR/NR/NR	200,000	3.65%	09/01/2028	06/01/2028 100.00	7,300.00 3.67%	3.90% 3.90%	2.41	199,469.25 -695.25	99.387	198,774.00 3,041.67	0.25%
US TSY NOTE 03.375 % DUE 09/15/28 DTD 09/15/25 FC 03/15/26	Aa1/AA+/AA+ NR/NR/NR	500,000	3.38%	09/15/2028		16,875.00 3.39%	3.58% 3.58%	2.46	499,278.69 -1,818.69	99.492	497,460.00 6,433.01	0.62%
DORT FINL CREDIT U MI US RT 03.7000% MAT 10/10/28 LICU SHARE CERTIFICATE /MI	CD	245,000	3.70%	10/10/2028		9,065.00 3.71%	3.79% 3.79%	2.55	245,000.00 -578.20	99.764	244,421.80 745.07	0.31%
US TSY NOTE 03.500 % DUE 10/15/28 DTD 10/15/25 FC 04/15/26	Aa1/AA+/AA+ NR/NR/NR	1,000,000	3.50%	10/15/2028		35,000.00 3.51%	3.59% 3.59%	2.53	999,231.81 -1,531.81	99.770	997,700.00 10,384.62	1.25%
BMW BK OF NA NA UT US RT 03.6000% MAT 10/17/28 FIXED RATE CD /UT	CD	245,000	3.60%	10/17/2028		8,820.00 3.62%	3.81% 3.81%	2.54	244,735.91 -1,046.66	99.465	243,689.25 2,561.42	0.30%
FIRST GTY BK HAMMO LA US RT 04.3500% MAT 11/06/28 FIXED RATE CD /LA	CD	219,000	4.35%	11/06/2028	02/06/2026 100.00	9,526.50 4.35%	4.33% 1.83%	0.02	219,000.00 105.12	100.048	219,105.12 2,244.60	0.27%

Includes all fixed-rate securities in the selected portfolio. Average yields and durations exclude Structured Product, Pass-Through, Perpetual Preferred, and Foreign securities.
Accrued interest, if any, has been included in the total market value.

Bond Holdings

as of January 31, 2026 *(continued)*

	Effective rating/ Underlying rating (Mdy/Fitch/S&P)	Quantity	Coupon	Effective maturity	Call date/ Call price ($)	Est. annual income ($)/ Curr. yield (%)	YTM (%)/ YTW (%)	Modified duration	Adjusted cost basis ($)/ Unreal. g/l ($)	Market price ($)	Mkt. value ($)/ Accr. interest ($)	% of bond port.
Maturing 2028												
US TSY NOTE 03.125 % DUE 11/15/28 DTD 11/15/18 FC 05/15/19	Aa1/AA+/NR NR/NR/NR	500,000	3.13%	11/15/2028		15,625.00 3.16%	3.59% 3.59%	2.63	495,704.47 -1,819.47	98.777	493,885.00 3,323.55	0.62%
FARMER MAC MED TERM NTS 03.800 % DUE 122228 DTD 122225 FC 06222026	NR/NR/NR NR/NR/NR	1,000,000	3.80%	12/22/2028	12/22/2026 100.00	38,000.00 3.81%	3.93% 3.93%	2.70	0.00 996,423.00	99.642	996,423.00 4,116.67	1.24%
REGENT BK OK US RT 03.9500% MAT 12/22/28 FIXED RATE CD /OK	CD	245,000	3.95%	12/22/2028	06/23/2026 100.00	9,677.50 3.95%	3.94% 3.87%	0.39	245,000.00 71.05	100.029	245,071.05 212.11	0.31%
Total 2028		**8,614,000**	**3.78%**	**08/13/2028**		**$325,591.50** **3.79%**	**3.88%** **3.71%**	**2.02**	**$7,594,947.54** **$997,370.58**		**$8,592,318.12** **$61,347.17**	**10.73%**

	Effective rating/ Underlying rating (Mdy/Fitch/S&P)	Quantity	Coupon	Effective maturity	Call date/ Call price ($)	Est. annual income ($)/ Curr. yield (%)	YTM (%)/ YTW (%)	Modified duration	Adjusted cost basis ($)/ Unreal. g/l ($)	Market price ($)	Mkt. value ($)/ Accr. interest ($)	% of bond port.
Maturing 2029												
GUARANTY BK MO US RT 03.8000% MAT 01/12/29 FIXED RATE CD /MO	CD	245,000	3.80%	01/12/2029		9,310.00 3.80%	3.80% 3.80%	2.78	243,750.40 1,222.65	99.989	244,973.05 484.63	0.31%
US BANCORP NTS B/E 04.653% 020129 DTD020123 FC080123	A3/A/A NR/NR/NR	1,000,000	4.65%	02/01/2029	02/01/2028 100.00	46,530.00 4.60%	N/A N/A	N/A	993,985.50 18,114.50	101.210	1,012,100.00 0.00	1.26%
WELLS FARGO BK NA SD US RT 04.1000% MAT 02/06/29 FIXED RATE CD /SD	CD	245,000	4.10%	02/06/2029		10,045.00 4.07%	3.81% 3.81%	2.83	244,987.75 2,062.90	100.837	247,050.65 688.01	0.31%
FEDERAL HOME LN BANK NTS 04.175 % DUE 031229 DTD 031225 FC 09122025	Aa1/NR/AA+ NR/NR/NR	1,000,000	4.18%	03/12/2029	03/12/2027 100.00	41,750.00 4.16%	4.09% 3.95%	1.07	1,000,004.16 2,415.84	100.242	1,002,420.00 16,120.14	1.25%
JOHN DEERE CPTL CORP 03.350% 041829 DTD041822 FC101822 MED TERM NTS	A1/A+/A NR/NR/NR	1,000,000	3.35%	04/18/2029		33,500.00 3.41%	3.91% 3.91%	2.99	975,045.25 8,114.75	98.316	983,160.00 9,584.72	1.23%
FHLMC NTS 04.000 % DUE 043029 DTD 043025 FC 10302025	Aa1/AA+/AA+ NR/NR/NR	650,000	4.00%	04/30/2029	04/30/2026 100.00	26,000.00 4.00%	4.00% 3.94%	0.25	648,380.25 1,652.25	100.005	650,032.50 6,500.00	0.81%

Includes all fixed-rate securities in the selected portfolio. Average yields and durations exclude Structured Product, Pass-Through, Perpetual Preferred, and Foreign securities.
Accrued interest, if any, has been included in the total market value.

UBS

Bond Holdings

as of January 31, 2026 *(continued)*

	Effective rating/ Underlying rating (Mdy/Fitch/S&P)	Quantity	Coupon	Effective maturity	Call date/ Call price ($)	Est. annual income ($)/ Curr. yield (%)	YTM (%)/ YTW (%)	Modified duration	Adjusted cost basis ($)/ Unreal. g/l ($)	Market price ($)	Mkt. value ($)/ Accr. interest ($)	% of bond port.
Maturing 2029												
UNITED HEALTH GROUP INC 04.000% 051529 DTD052022 FC111522 CALL@MW+20BP	A2/A/A+ NR/NR/NR	1,000,000	4.00%	05/15/2029	03/15/2029 100.00	40,000.00 4.00%	4.04% 4.04%	3.03	984,595.25 14,174.75	99.877	998,770.00 8,444.44	1.25%
CHARLES SCHWAB CORP B/E 03.250% 052229 DTD052219 FC112219	A2/A/A- NR/NR/NR	470,000	3.25%	05/22/2029	02/22/2029 100.00	15,275.00 3.33%	4.00% 4.00%	3.08	442,604.25 16,590.45	97.701	459,194.70 2,927.71	0.57%
PACIFICORP B/E 03.500% 061529 DTD030119 FC061519 CALL@MW+15BP	A3/NR/BBB+ NR/NR/NR	1,000,000	3.50%	06/15/2029	03/15/2029 100.00	35,000.00 3.58%	4.25% 4.25%	3.13	971,415.25 5,264.75	97.668	976,680.00 4,472.22	1.22%
TOYOTA MOTOR CREDIT CORP 04.450% 062929 DTD063022 FC122922 CALL@MW+20BP	A1/A+/A+ NR/NR/NR	500,000	4.45%	06/29/2029		22,250.00 4.39%	4.03% 4.03%	3.13	499,085.25 7,589.75	101.335	506,675.00 1,977.78	0.63%
FFCB BOND 04.090 % DUE 071629 DTD 071625 FC 01162026	Aa1/AA+/AA+ NR/NR/NR	2,000,000	4.09%	07/16/2029	07/16/2027 100.00	81,800.00 4.08%	4.03% 3.96%	1.40	1,999,005.25 4,534.75	100.177	2,003,540.00 3,408.33	2.50%
FARMER MAC MED TERM NTS 04.330 % DUE 090429 DTD 090425 FC 03042026	NR/NR/NR NR/NR/NR	500,000	4.33%	09/04/2029	03/04/2026 100.00	21,650.00 4.33%	4.36% 4.36%	3.24	500,004.76 -529.76	99.895	499,475.00 8,840.42	0.62%
AMER EXPRESS NATL UT US RT 03.6000% MAT 09/25/29 FIXED RATE CD /UT	CD	245,000	3.60%	09/25/2029		8,820.00 3.63%	3.87% 3.87%	3.35	240,222.50 2,550.45	99.091	242,772.95 3,093.04	0.30%
US TSY NOTE 03.500 % DUE 09/30/29 DTD 09/30/24 FC 03/31/25	Aa1/AA+/AA+ NR/NR/NR	1,000,000	3.50%	09/30/2029		35,000.00 3.52%	3.68% 3.68%	3.37	984,716.19 9,073.81	99.379	993,790.00 11,826.92	1.24%
ACCENTURE CAPITAL INC 04.050% 100429 DTD100424 FC040425 CALL@MW+10BP	Aa3/WD/AA- NR/NR/NR	3,000,000	4.05%	10/04/2029	09/04/2029 100.00	121,500.00 4.04%	3.94% 3.94%	3.26	2,973,745.75 36,994.25	100.358	3,010,740.00 39,487.50	3.76%
US TSY NOTE 04.000 % DUE 10/31/29 DTD 10/31/22 FC 04/30/23	Aa1/AA+/AA+ NR/NR/NR	1,000,000	4.00%	10/31/2029		40,000.00 3.96%	3.69% 3.69%	3.42	991,647.22 19,012.78	101.066	1,010,660.00 10,165.75	1.26%
US TSY NOTE 04.125 % DUE 10/31/29 DTD 10/31/24 FC 04/30/25	Aa1/AA+/AA+ NR/NR/NR	1,000,000	4.13%	10/31/2029		41,250.00 4.06%	3.69% 3.69%	3.42	983,770.88 31,309.12	101.508	1,015,080.00 10,483.43	1.27%

Includes all fixed-rate securities in the selected portfolio. Average yields and durations exclude Structured Product, Pass-Through, Perpetual Preferred, and Foreign securities.
Accrued interest, if any, has been included in the total market value.

Bond Holdings

as of January 31, 2026 *(continued)*

	Effective rating/ Underlying rating (Mdy/Fitch/S&P)	Quantity	Coupon	Effective maturity	Call date/ Call price ($)	Est. annual income ($)/ Curr. yield (%)	YTM (%)/ YTW (%)	Modified duration	Adjusted cost basis ($)/ Unreal. g/l ($)	Market price ($)	Mkt. value ($)/ Accr. interest ($)	% of bond port.
Maturing 2029												
ONCOR ELEC DELIVERY CO 04.650% 110129 DTD111324 FC050125 CALL@MW+10BP	A2/A/A NR/NR/NR	500,000	4.65%	11/01/2029	10/01/2029 100.00	23,250.00 4.57%	4.12% 4.11%	3.30	500,514.14 8,525.86	101.808	509,040.00 5,812.50	0.64%
SALLIE MAE BANK UT US RT 04.0500% MAT 11/21/29 FIXED RATE CD /UT	CD	245,000	4.05%	11/21/2029		9,922.50 4.03%	3.88% 3.88%	3.48	244,510.00 1,903.65	100.577	246,413.65 1,930.13	0.31%
ST STREET BK & TR CO NTS 04.782% 112329 DTD112524 FC052325 B/E	Aa2/AA/AA- NR/NR/NR	1,000,000	4.78%	11/23/2029		47,820.00 4.65%	3.97% 3.97%	3.44	998,380.50 30,159.50	102.854	1,028,540.00 9,032.67	1.28%
STATE BK IL US RT 04.1000% MAT 11/26/29 FIXED RATE CD /IL	CD	245,000	4.10%	11/26/2029		10,045.00 4.07%	3.88% 3.88%	3.49	245,000.00 1,837.50	100.750	246,837.50 1,816.36	0.31%
US TSY NOTE 03.875 % DUE 11/30/29 DTD 11/30/22 FC 05/31/23	Aa1/AA+/NR NR/NR/NR	1,500,000	3.88%	11/30/2029		58,125.00 3.85%	3.70% 3.70%	3.51	1,490,677.13 18,577.87	100.617	1,509,255.00 9,900.41	1.89%
US TSY NOTE 03.875 % DUE 12/31/29 DTD 12/31/22 FC 06/30/23	Aa1/AA+/AA+ NR/NR/NR	1,017,000	3.88%	12/31/2029		39,408.75 3.85%	3.70% 3.70%	3.60	994,218.09 29,056.80	100.617	1,023,274.89 3,374.78	1.28%
Total 2029		**20,362,000**	**4.02%**	**08/13/2029**		**$818,251.25 4.01%**	**3.92% 3.91%**	**2.88**	**$20,150,265.72 $270,209.17**		**$20,420,474.89 $170,371.89**	**25.51%**

	Effective rating/ Underlying rating (Mdy/Fitch/S&P)	Quantity	Coupon	Effective maturity	Call date/ Call price ($)	Est. annual income ($)/ Curr. yield (%)	YTM (%)/ YTW (%)	Modified duration	Adjusted cost basis ($)/ Unreal. g/l ($)	Market price ($)	Mkt. value ($)/ Accr. interest ($)	% of bond port.
Maturing 2030												
FHLB NTS 04.500 % DUE 011730 DTD 071725 FC 01172026	Aa1/NR/AA+ NR/NR/NR	1,000,000	4.50%	01/17/2030	07/17/2026 100.00	45,000.00 4.49%	4.42% 3.83%	0.46	1,000,004.68 3,025.32	100.303	1,003,030.00 1,750.00	1.25%
JPMORGAN CHASE & CO NTS 05.012% 012330 DTD012324 FC072324 CALL@MW+20BP	A1/AA-/A NR/NR/NR	500,000	5.01%	01/23/2030	01/23/2029 100.00	25,060.00 4.89%	4.31% 4.10%	2.75	499,615.25 13,029.75	102.529	512,645.00 556.89	0.64%

Includes all fixed-rate securities in the selected portfolio. Average yields and durations exclude Structured Product, Pass-Through, Perpetual Preferred, and Foreign securities.
Accrued interest, if any, has been included in the total market value.

UBS

Bond Holdings

as of January 31, 2026 *(continued)*

	Effective rating/ Underlying rating (Mdy/Fitch/S&P)	Quantity	Coupon	Effective maturity	Call date/ Call price ($)	Est. annual income ($)/ Curr. yield (%)	YTM (%)/ YTW (%)	Modified duration	Adjusted cost basis ($)/ Unreal. g/l ($)	Market price ($)	Mkt. value ($)/ Accr. interest ($)	% of bond port.
Maturing 2030												
SOUTHERN CALIF GAS CO 02.550% 020130 DTD010920 CALL@MW+15BP	Aa3/AA-/A NR/NR/NR	500,000	2.55%	02/01/2030	11/01/2029 100.00	12,750.00 2.71%	4.12% 4.12%	3.70	464,875.25 6,469.75	94.269	471,345.00 6,375.00	0.59%
TRUXTON TR CO NASH TN US RT 04.1000% MAT 02/27/30 FIXED RATE CD /TN	CD	245,000	4.10%	02/27/2030	02/28/2026 100.00	10,045.00 4.10%	4.10% 4.10%	3.75	244,938.75 51.45	99.996	244,990.20 82.56	0.31%
DTE ELEC CO B/E 02.250% 030130 DTD022620 CALL@MW+15BP	Aa3/A+/A NR/NR/NR	1,000,000	2.25%	03/01/2030	12/01/2029 100.00	22,500.00 2.42%	4.12% 4.12%	3.80	919,485.25 10,934.75	93.042	930,420.00 9,375.00	1.16%
FNMA NTS 04.300 % DUE 030430 DTD 031225 FC 09042025	Aa1/AA+/AA+ NR/NR/NR	1,000,000	4.30%	03/04/2030	03/04/2027 100.00	43,000.00 4.28%	4.19% 3.90%	1.04	1,000,004.40 4,245.60	100.425	1,004,250.00 17,558.33	1.25%
ARCHER DANIELS MIDLAND 03.250% 032730 DTD032720 FC092720 CO CALL@MW+40BP	A2/A/A NR/NR/NR	500,000	3.25%	03/27/2030	12/27/2029 100.00	16,250.00 3.36%	4.14% 4.14%	3.80	485,050.25 -1,930.25	96.624	483,120.00 5,597.22	0.60%
FFCB BOND 04.000 % DUE 040130 DTD 040125 FC 10012025	Aa1/AA+/AA+ NR/NR/NR	1,000,000	4.00%	04/01/2030		40,000.00 3.96%	3.74% 3.74%	3.76	1,001,258.53 8,591.47	100.985	1,009,850.00 13,333.33	1.26%
CELTIC BK UT US RT 03.6500% MAT 04/29/30 FIXED RATE CD /UT	CD	245,000	3.65%	04/29/2030		8,942.50 3.69%	3.90% 3.90%	3.92	240,525.91 2,080.44	99.023	242,606.35 49.00	0.30%
FFCB BOND 04.520 % DUE 051430 DTD 051425 FC 11142025	Aa1/AA+/AA+ NR/NR/NR	1,000,000	4.52%	05/14/2030	05/14/2026 100.00	45,200.00 4.51%	4.47% 3.79%	0.29	1,000,004.68 1,965.32	100.197	1,001,970.00 9,667.78	1.25%
US TSY NOTE 03.750 % DUE 05/31/30 DTD 05/31/23 FC 11/30/23	Aa1/AA+/AA+ NR/NR/NR	1,000,000	3.75%	05/31/2030		37,500.00 3.75%	3.75% 3.75%	3.94	986,458.38 13,661.62	100.012	1,000,120.00 6,387.36	1.25%
AMAZON.COM INC B/E 01.500% 060330 DTD060320 CALL@MW+15BP	A1/AA-/AA NR/NR/NR	1,000,000	1.50%	06/03/2030	03/03/2030 100.00	15,000.00 1.67%	4.01% 4.01%	4.12	889,135.25 11,614.75	90.075	900,750.00 2,416.67	1.13%
TRUIST BK NC US RT 04.4500% MAT 06/27/30 FIXED RATE CD /NC	CD	245,000	4.45%	06/27/2030	06/27/2026 100.00	10,902.50 4.45%	4.41% 4.11%	0.40	245,000.00 225.40	100.092	245,225.40 6,511.63	0.31%

Includes all fixed-rate securities in the selected portfolio. Average yields and durations exclude Structured Product, Pass-Through, Perpetual Preferred, and Foreign securities.
Accrued interest, if any, has been included in the total market value.

UBS

Bond Holdings

as of January 31, 2026 *(continued)*

	Effective rating/ Underlying rating (Mdy/Fitch/S&P)	Quantity	Coupon	Effective maturity	Call date/ Call price ($)	Est. annual income ($)/ Curr. yield (%)	YTM (%)/ YTW (%)	Modified duration	Adjusted cost basis ($)/ Unreal. g/l ($)	Market price ($)	Mkt. value ($)/ Accr. interest ($)	% of bond port.
Maturing 2030												
CENTRAL BK AR US RT 04.2000% MAT 08/19/30 FIXED RATE CD /AR	CD	245,000	4.20%	08/19/2030	02/19/2026 100.00	10,290.00 4.20%	4.20% 4.20%	4.13	245,000.00 -4.90	99.998	244,995.10 338.30	0.31%
MORGAN STANLEY PRI NY US RT 04.0000% MAT 08/29/30 FIXED RATE CD /NY	CD	245,000	4.00%	08/29/2030	08/29/2027 100.00	9,800.00 4.00%	4.02% 4.02%	4.08	245,000.00 -166.60	99.932	244,833.40 4,161.64	0.31%
JPMORGAN CHASE BK DE US RT 03.7000% MAT 09/30/30 FIXED RATE CD /DE	CD	245,000	3.70%	09/30/2030	03/31/2026 100.00	9,065.00 3.75%	4.03% 4.03%	4.16	243,285.00 -1,732.15	98.593	241,552.85 3,054.78	0.30%
SAN DIEGO G & E B/E 01.700% 100130 DTD092820 FC040121 CALL@MW+20BP	A1/A/A NR/NR/NR	500,000	1.70%	10/01/2030	07/01/2030 100.00	8,500.00 1.90%	4.26% 4.26%	4.38	447,160.25 -840.25	89.264	446,320.00 2,833.33	0.56%
OCEANAIR FED CREDI CA US RT 03.6000% MAT 10/10/30 FIXED RATE CD /CA	CD	245,000	3.60%	10/10/2030		8,820.00 3.65%	3.90% 3.90%	4.23	245,000.00 -3,185.00	98.700	241,815.00 2,730.58	0.30%
FIRST FEDERAL BANK FL US RT 03.7500% MAT 10/17/30 FIXED RATE CD /FL	CD	245,000	3.75%	10/17/2030		9,187.50 3.78%	3.90% 3.90%	4.24	244,877.50 -1,506.75	99.335	243,370.75 2,668.15	0.30%
SYNCHRONY BANK UT US RT 03.6000% MAT 10/24/30 FIXED RATE CD /UT	CD	245,000	3.60%	10/24/2030		8,820.00 3.63%	3.81% 3.81%	4.27	244,020.42 -1,237.67	99.095	242,782.75 2,392.27	0.30%
US TSY NOTE 03.625 % DUE 10/31/30 DTD 10/31/25 FC 04/30/26	Aa1/AA+/AA+ NR/NR/NR	1,000,000	3.63%	10/31/2030		36,250.00 3.65%	3.78% 3.78%	4.28	998,849.00 -5,649.00	99.320	993,200.00 9,212.71	1.24%
US TSY NOTE 03.500 % DUE 11/30/30 DTD 11/30/25 FC 05/31/26	Aa1/AA+/AA+ NR/NR/NR	500,000	3.50%	11/30/2030		17,500.00 3.54%	3.79% 3.79%	4.38	497,177.13 -3,467.13	98.742	493,710.00 2,980.77	0.62%
Total 2030		**12,705,000**	**3.58%**	**05/24/2030**		**$450,382.50 3.62%**	**4.07% 3.93%**	**3.07**	**$12,386,725.88 $56,175.92**		**$12,442,901.80 $110,033.31**	**15.54%**

Includes all fixed-rate securities in the selected portfolio. Average yields and durations exclude Structured Product, Pass-Through, Perpetual Preferred, and Foreign securities.
Accrued interest, if any, has been included in the total market value.

UBS

Bond Holdings

as of January 31, 2026 *(continued)*

	Effective rating/ Underlying rating (Mdy/Fitch/S&P)	Quantity	Coupon	Effective maturity	Call date/ Call price ($)	Est. annual income ($)/ Curr. yield (%)	YTM (%)/ YTW (%)	Modified duration	Adjusted cost basis ($)/ Unreal. g/l ($)	Market price ($)	Mkt. value ($)/ Accr. interest ($)	% of bond port.
Maturing 2031												
FARMER MAC MED TERM NTS 03.930 % DUE 011331 DTD 011326 FC 07132026	NR/NR/NR NR/NR/NR	500,000	3.93%	01/13/2031	01/13/2028 100.00	19,650.00 3.93%	3.93% 3.93%	1.86	0.00 500,000.00	100.000	500,000.00 982.50	0.62%
FNMA NTS 04.050 % DUE 011531 DTD 012026 FC 07152026	Aa1/NR/AA+ NR/NR/NR	1,000,000	4.05%	01/15/2031	01/15/2027 100.00	40,500.00 4.06%	4.08% 4.08%	4.44	999,755.25 -1,015.25	99.874	998,740.00 1,237.50	1.25%
Total 2031		**1,500,000**	**4.01%**	**01/15/2031**		**$60,150.00** **4.01%**	**4.03%** **4.03%**	**3.58**	**$999,755.25** **$498,984.75**		**$1,498,740.00** **$2,220.00**	**1.87%**

	Effective rating/ Underlying rating (Mdy/Fitch/S&P)	Quantity	Coupon	Effective maturity	Call date/ Call price ($)	Est. annual income ($)/ Curr. yield (%)	YTM (%)/ YTW (%)	Modified duration	Adjusted cost basis ($)/ Unreal. g/l ($)	Market price ($)	Mkt. value ($)/ Accr. interest ($)	% of bond port.
Total Bond Portfolio		**80,626,000**	**2.89%**	**04/26/2028**	**N/A**	**$2,323,429.25** **2.90%**	**3.88%** **3.83%**	**1.98**	**$78,376,104.72** **$1,674,504.23**	**N/A**	**$80,050,608.95** **$493,983.14** **$80,544,592.10**	**100%**

Includes all fixed-rate securities in the selected portfolio. Average yields and durations exclude Structured Product, Pass-Through, Perpetual Preferred, and Foreign securities.
Accrued interest, if any, has been included in the total market value.

Disclosures Applicable to Accounts at UBS Financial Services Inc.

This section contains important disclosures regarding the information and valuations presented here. All information presented is subject to change at any time and is provided only as of the date indicated. The information in this report is for informational purposes only and should not be relied upon as the basis of an investment or liquidation decision. UBS FS account statements and official tax documents are the only official record of your accounts and are not replaced, amended or superseded by any of the information presented in these reports. You should not rely on this information in making purchase or sell decisions, for tax purposes or otherwise.

UBS FS offers a number of investment advisory programs to clients, acting in our capacity as an investment adviser, including fee-based financial planning, discretionary account management, non-discretionary investment advisory programs, and advice on the selection of investment managers and mutual funds offered through our investment advisory programs. When we act as your investment adviser, we will have a written agreement with you expressly acknowledging our investment advisory relationship with you and describing our obligations to you. At the beginning of our advisory relationship, we will give you our Form ADV brochure(s) for the program(s) you selected that provides detailed information about, among other things, the advisory services we provide, our fees, our personnel, our other business activities and financial industry affiliations and conflicts between our interests and your interests.

In our attempt to provide you with the highest quality information available, we have compiled this report using data obtained from recognized statistical sources and authorities in the financial industry. While we believe this information to be reliable, we cannot make any representations regarding its accuracy or completeness. Please keep this guide as your Advisory Review.

Please keep in mind that most investment objectives are long term. Although it is important to evaluate your portfolio's performance over multiple time periods, we believe the greatest emphasis should be placed on the longer period returns.

Please review the report content carefully and contact your Financial Advisor with any questions.

Client Accounts: This report may include all assets in the accounts listed and may include eligible and ineligible assets in a fee-based program. Since ineligible assets are not considered fee-based program assets, the inclusion of such securities will distort the actual performance of your accounts and does not reflect the performance of your accounts in the fee-based program. As a result, the performance reflected in this report can vary substantially from the individual account performance reflected in the performance reports provided to you as part of those programs. For fee-based programs, fees are charged on the market value of eligible assets in the accounts and assessed quarterly in advance, prorated according to the number of calendar days in the billing period. When shown on a report, the risk profile and return objectives describe your overall goals for these accounts. For each account you maintain, you choose one return objective and a primary risk profile. If you have questions regarding these objectives or wish to change them, please contact your Financial Advisor to update your account records.

Performance: This report presents account activity and performance depending on which inception type you've chosen. The two options are: (1) All Assets (Since Performance Start): This presents performance for all assets since the earliest possible date; (2) Advisory Assets (Advisory Strategy Start) for individual advisory accounts: This presents Advisory level performance since the Latest Strategy Start date; If an account that has never been managed is included in the consolidated report, the total performance of that unmanaged account will be included since inception.

Time-weighted Returns for accounts / SWP/AAP sleeves (Monthly periods): The report displays a time weighted rate of return (TWR) that is calculated using the Modified Dietz Method. This calculation uses the beginning and ending portfolio values for the month and weighs each contribution/withdrawal based upon the day the cash flow occurred. Periods greater than one month are calculated by linking the monthly returns. The TWR gives equal weighting to every return regardless of amount of money invested, so it is an effective measure for returns on a fee based account. All periods shown which are greater than 12 months are annualized. This applies to all performance for all assets before 09/30/2010, Advisory assets before 12/31/2010 and SWP sleeves before 04/30/2018.

Time-weighted Returns for accounts / SWP/AAP sleeves (Daily periods): The report displays a time weighted rate of return (TWR) that is calculated by dividing the portfolio's daily gain/loss by the previous day's closing market value plus the net value of cash flows that occurred during the day, if it was positive. The TWR gives equal weighting to every return regardless of amount of money invested, so it is an effective measure for returns on a fee based account. Periods greater than one day are calculated by linking the daily returns. All periods shown which are greater than 12 months are annualized. For reports generated prior to 01/26/2018, the performance calculations used the account's end of day value on the performance inception (listed in the report under the column "ITD") and all cash flows were posted at end of day. As a result of the change, the overall rate of return (TWR) and beginning market value displayed can vary from prior generated reports. This applies to all performance for all assets on or after 09/30/2010, Advisory assets on or after 12/31/2010, SWP/AAP sleeves on or after 04/30/2018 as well as all Asset Class and Security level returns.

Money-weighted returns: Money-weighted return (MWR) is a measure of the rate of return for an asset or portfolio of assets. It is calculated by finding the daily Internal Rate of Return (IRR) for the period and then compounding this return by the number of days in the period being measured. The MWR incorporates the size and timing of cash flows, so it is an effective measure of returns on a portfolio.

Annualized Performance: All performance periods greater than one year are calculated (unless otherwise stated) on an annualized basis, which represents the return on an investment multiplied or divided to give a comparable one year return.

Cumulative Performance: A cumulative return is the aggregate amount that an investment has gained or lost over time, independent of the period of time involved.

Net of Fees and Gross of Fees Performance: Performance is presented on a "net of fees" and "gross of fees" basis, where indicated. Net returns do not reflect Program and wrap fees prior to 10/31/10 for accounts that are billed separately via invoice through a separate account billing arrangement. Gross returns do not reflect the deduction of fees, commissions or other charges. The payment of actual fees and expenses will reduce a client's return. The compound effect of such fees and expenses should be considered when reviewing returns. For example, the net effect of the deduction of fees on annualized performance, including the compounded effect over time, is determined by the relative size of the fee and the account's investment performance. It should also be noted that where gross returns are compared to an index, the index performance also does not reflect any transaction costs, which would lower the performance results. Market index data maybe subject to review and revision.

Benchmark/Major Indices: The past performance of an index is not a guarantee of future results. Any benchmark is shown for informational purposes only and relates to historical performance of market indices and not the performance of actual investments. Although most portfolios use indices as benchmarks, portfolios are actively managed and generally are not restricted to investing only in securities in the index. As a result, your

portfolio holdings and performance may vary substantially from the index. Each index reflects an unmanaged universe of securities without any deduction for advisory fees or other expenses that would reduce actual returns, as well as the reinvestment of all income and dividends. An actual investment in the securities included in the index would require an investor to incur transaction costs, which would lower the performance results. Indices are not actively managed and investors cannot invest directly in the indices. Market index data maybe subject to review and revision. The benchmark index is selected from among the indices for which UBSFS has licensing agreements with the index provider. UBSFS does not have licensing agreements for all available indices. The benchmarks may vary from those used by the Money Manager or those listed in the prospectus. Further, there is no guarantee that an investor's account will meet or exceed the stated benchmark. Index performance information has been obtained from third parties deemed to be reliable. We have not independently verified this information, nor do we make any representations or warranties to the accuracy or completeness of this information.

Blended Index - For Advisory accounts, Blended Index is designed to reflect the asset categories in which your account is invested. For Brokerage accounts, you have the option to select any benchmark from the list.

For certain products, the blended index represents the investment style corresponding to your client target allocation. If you change your client target allocation, your blended index will change in step with your change to your client target allocation.

Blended Index 2 - 8 - are optional indices selected by you which may consist of a blend of indexes. For advisory accounts, these indices are for informational purposes only. Depending on the selection, the benchmark selected may not be an appropriate basis for comparison of your portfolio based on its holdings.

For alternative investments and strategies that are highly customized, such as Concentrated Equity Solutions (CES), benchmarks are broad market indices included for general reference and are not intended to show comparative market performance or potential portfolios with risk or return profiles similar to your account. Benchmark indices are shown for illustrative purposes only.

Custom Time Periods: If represented on this report, the performance start date and the performance end date have been selected by your Financial Advisor in order to provide performance and account activity information for your account for the specified period of time only. As a result, only a portion of your account's activity and performance information is presented in the performance report, and, therefore, presents a distorted representation of your account's activity and performance.

Net Deposits/Withdrawals: When shown on a report, this information represents the net value of all cash and securities contributions and withdrawals, program fees (including wrap fees) and other fees added to or subtracted from your accounts from the first day to the last day of the period including assets transferred to or from other UBS accounts. When fees are shown separately, net deposits / withdrawals does not include program fees (including wrap fees). When investment return is displayed net deposits / withdrawals does not include program fees (including wrap fees). For security contributions and withdrawals, securities are calculated using the end of day UBS FS price on the day securities are delivered in or out of the accounts. Wrap fees will be included in this calculation except when paid via an invoice or through a separate accounts billing arrangement. When shown on Client summary and/or Portfolio review report, program fees (including wrap fees) may not be included in net deposits/withdrawals. PACE Program fees paid from sources other than your PACE account are treated as a contribution. A PACE Program Fee rebate that is not reinvested is treated as a withdrawal.

Net Deposits/Withdrawals (external): When shown on a report, this information represents the net value of all cash and securities contributions and withdrawals, program fees (including wrap fees) and other fees added to or subtracted from your accounts from the first day to the last day of the period, excluding assets transferred to or from other UBS accounts after 12/31/2010. When fees are shown separately, net deposits / withdrawals does not include program fees (including wrap fees). When investment return is displayed net deposits / withdrawals does not include program fees (including wrap fees). For security contributions and withdrawals, securities are calculated using the end of day UBS FS price on the day securities are delivered in or out of the accounts. Wrap fees will be included in this calculation except when paid via an invoice or through a separate accounts billing arrangement. When shown on Client summary and/or Portfolio review report, program fees (including wrap fees) may not be included in net deposits/withdrawals. PACE Program fees paid from sources other than your PACE account are treated as a contribution. A PACE Program Fee rebate that is not reinvested is treated as a withdrawal.

Deposits: When shown on a report, this information represents the net value of all cash and securities contributions added to your accounts from the first day to the last day of the period, including assets transferred from other UBS accounts. On Client Summary Report and/or Portfolio Review Report, this may exclude the Opening balance. For security contributions, securities are calculated using the end of day UBS FS price on the day securities are delivered in or out of the accounts.

Deposits (external): When shown on a report, this information represents the net value of all cash and securities contributions added to your accounts from the first day to the last day of the period, excluding assets transferred from other UBS accounts after 12/31/2010. On Client Summary Report and/or Portfolio Review Report, this may exclude the Opening balance. For security contributions, securities are calculated using the end of day UBS FS price on the day securities are delivered in or out of the accounts.

Withdrawals: When shown on a report, this information represents the net value of all cash and securities withdrawals subtracted from your accounts from the first day to the last day of the period, including asset transferred to other UBS accounts. On Client summary and/or portfolio review report Withdrawals may not include program fees (including wrap fees). For security withdrawals, securities are calculated using the end of day UBS FS price on the day securities are delivered in or out of the accounts.

Withdrawals (external): When shown on a report, this information represents the net value of all cash and securities withdrawals subtracted from your accounts from the first day to the last day of the period, excluding assets transferred to other UBS accounts after 12/31/2010. On Client summary and/or portfolio review report Withdrawals may not include program fees (including wrap fees). For security withdrawals, securities are calculated using the end of day UBS FS price on the day securities are delivered in or out of the accounts.

Net Transfers (Internal): When shown on a report, this information represents the net value of all cash and securities transferred between your UBS accounts from the first day to the last day of the period.

Transfers In (Internal): When shown on a report, this information represents the net value of all cash and securities transferred to your UBS accounts from the first day to the last day of the period.

Transfers Out (Internal): When shown on a report, this information represents the net value of all cash and securities transferred from your UBS accounts from the first day to the last day of the period.

Dividends/Interest: Dividend and interest earned, when shown on a report, does not include income on securities that have been lent out & does not reflect your account's tax status or reporting requirements. Use only official tax reporting documents (i.e. 1099) for tax reporting purposes. The classification of private

investment distributions can only be determined by referring to the official year-end tax-reporting document provided by the issuer.

Change in Accrued Interest: When shown on a report, this information represents the difference between the accrued interest at the beginning of the period from the accrued interest at the end of the period.

Change in Value: Represents the change in value of the portfolio during the reporting period, excluding additions/withdrawals, dividend and interest income earned and accrued interest. Change in Value may include programs fees (including wrap fees) and other fees.

Fees: Fees represented in this report include program and wrap fees. Program and wrap fees prior to October 1, 2010 for accounts that are billed separately via invoice through a separate account billing arrangement are not included in this report.

Performance Start Date Changes: The Performance Start Date for accounts marked with a '^' have changed. Performance figures of an account with a changed Performance Start Date may not include the entire history of the account. The new Performance Start Date will generate performance returns and activity information for a shorter period than is available at UBS FS. As a result, the overall performance of these accounts may generate better performance than the period of time that would be included if the report used the inception date of the account. UBS FS recommends reviewing performance reports that use the inception date of the account because reports with longer time frames are usually more helpful when evaluating investment programs and strategies. Performance reports may include accounts with inception dates that precede the new Performance Start Date and will show performance and activity information from the earliest available inception date.
The change in Performance Start Date may be the result of a performance gap due to a zero-balance that prevents the calculation of continuous returns from the inception of the account. The Performance Start Date may also change if an account has failed one of our performance data integrity tests. In such instances, the account will be labeled as 'Review Required' and performance prior to that failure will be restricted. Finally, the Performance Start Date will change if you have explicitly requested a performance restart. Please contact your Financial Advisor for additional details regarding your new Performance Start Date.

Closed Account Performance: Accounts that have been closed may be included in the consolidated performance report. When closed accounts are included in the consolidated report, the performance report will only include information for the time period the account was active during the consolidated performance reporting time period.

Important information on options-based strategies: Options involve risk and are not suitable for everyone. Prior to buying or selling an option investors must read a copy of the Characteristics & Risks of Standardized Options, also known as the options disclosure document (ODD). It explains the characteristics and risks of exchange traded options. The options risk disclosure document can be accessed at the following web address: www.optionsclearing.com/about/publications/character-risks.

Concentrated Equity Solutions (CES) managers are not involved in the selection of the underlying stock positions. The Manager will advise only on the options selection in order to pursue the strategy in connection with the underlying stock position(s) deposited in the account. It is important to keep this in mind when evaluating the manager's performance since the account's performance will include the performance of the underlying equity position that is not being managed. CES use options to seek to achieve your investment objectives regarding your concentration stock position. Options strategies change the potential return profile of your stock. In certain scenarios, such as call writing, the call position will limit your ability to participate in any potential increase in the underlying equity position upon which the call was written. Therefore, in some market conditions, particularly during periods of significant appreciation of the underlying equity position(s), the CES account will decrease the performance that would have been achieved had the stock been held long without implementing the CES strategy.

Portfolio: For purposes of this report "portfolio" is defined as all of the accounts presented on the cover page or the header of this report and does not necessarily include all of the client's accounts held at UBS FS or elsewhere.

Percentage: Portfolio (in the "% Portfolio / Total" column) includes all holdings held in the account(s) selected when this report was generated. Broad asset class (in the "% broad asset class" column) includes all holdings held in that broad asset class in the account(s) selected when this report was generated.

Tax lots: This report displays security tax lots as either one line item (i.e., lumped tax lots) or as separate tax lot level information. If you choose to display security tax lots as one line item, the total cost equals the total value of all tax lots. The unit cost is an average of the total cost divided by the total number of shares. If the shares were purchased in different lots, the unit price listed does not represent the actual cost paid for each lot. The unrealized gain/loss value is calculated by combining the total value of all tax lots plus or minus the total market value of the security.

If you choose to display tax lot level information as separate line items on the Portfolio Holdings report, the tax lot information may include information from sources other than UBS FS. The Firm does not independently verify or guarantee the accuracy or validity of any information provided by sources other than UBS FS. As a result this information may not be accurate and is provided for informational purposes only. Clients should not rely on this information in making purchase or sell decisions, for tax purposes or otherwise. See your monthly statement for additional information.

Pricing: All securities are priced using the closing price reported on the last business day preceding the date of this report. Every reasonable attempt has been made to accurately price securities; however, we make no warranty with respect to any security's price. Please refer to the back of the first page of your UBS FS account statement for important information regarding the pricing used for certain types of securities, the sources of pricing data and other qualifications concerning the pricing of securities. To determine the value of securities in your account, we generally rely on third party quotation services. If a price is unavailable or believed to be unreliable, we may determine the price in good faith and may use other sources such as the last recorded transaction. When securities are held at another custodian or if you hold illiquid or restricted securities for which there is no published price, we will generally rely on the value provided by the custodian or issuer of that security.

Cash: Cash on deposit at UBS Bank USA is protected by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 in principal and accrued interest per depositor for each ownership type. Deposits made in an individual's own name, joint name, or individual retirement account are each held in a separate type of ownership. Such deposits are not guaranteed by UBS FS. More information is available upon request.

Margin: The quantity value may indicate that all or part of this position is held on margin or held in the short account. When an account holds a debit balance, this debit balance is incorporated into the account's total market value and deducted from the total value. When calculating the percent of portfolio on each security, the percentage will be impacted by the total market value of the account. Therefore, if the account's market value is reduced by a debit value of a holding the percent of portfolio will be greater and if the account's market value is

increased by a holding then the percent of portfolio will be less.

Asset Allocation: Your allocation analysis is based on your current portfolio. The Asset Allocation portion of this report shows the mix of various investment classes in your account. An asset allocation that shows a significantly higher percentage of equity investments may be more appropriate for an investor with a more aggressive investment strategy and higher tolerance for risk. Similarly, the asset allocation of a more conservative investor may show a higher percentage of fixed income investments.

Separately Managed Accounts and Pooled Investment Vehicles (such as mutual funds, closed end funds and exchanged traded funds): The asset classification displayed is based on firm's proprietary methodology for classifying assets. Please note that the asset classification assigned to rolled up strategies may include individual investments that provide exposure to other asset classes. For example, an International Developed Markets strategy may include exposure to Emerging Markets, and a US Large Cap strategy may include exposure to Mid Cap and Small Cap, etc.

Mutual Fund Asset Allocation: If the option to unbundle balanced mutual funds is selected and if a fund's holdings data is available, mutual funds will be classified by the asset class, subclass, and style breakdown of their underlying holdings. Where a mutual fund or ETF contains equity holdings from multiple equity sectors, this report will proportionately allocate the underlying holdings of the fund to those sectors measured as a percentage of the total fund's asset value as of the date shown.

This information is supplied by Morningstar, Inc. on a daily basis to UBS FS based on data supplied by the fund which may not be current. Mutual funds change their portfolio holdings on a regular (often daily) basis. Accordingly, any analysis that includes mutual funds may not accurately reflect the current composition of these funds. If a fund's underlying holding data is not available, it will be classified based on its corresponding overall Morningstar classification. All data is as of the date indicated in the report.

All pooled investment vehicles (such as mutual funds, closed end mutual funds, and exchange traded funds) incorporate internal management and operation expenses, which are reflected in the performance returns. Please see relevant fund prospectus for more information. Please note, performance for mutual funds is inclusive of multiple share classes.

Ineligible Assets: We require that you hold and purchase only eligible managed assets in your advisory accounts. Please contact your Financial Advisor for a list of the eligible assets in your program. These reports may provide performance information for eligible and ineligible assets in a fee-based program. Since ineligible assets are not considered fee-based program assets, the inclusion of such securities will distort the actual performance of your advisory assets. As a result, the performance reflected in this report can vary substantially from the individual account performance reflected in the performance reports provided to you as part of those programs. For fee-based programs, fees are charged on the market value of eligible assets in the accounts and assessed quarterly in advance, prorated according to the number of calendar days in the billing period. Neither UBS nor your Financial Advisor will act as your investment adviser with respect to Ineligible Assets.

Variable Annuity Asset Allocation: If the option to unbundle a variable annuity is selected and if a variable annuity's holdings data is available, variable annuities will be classified by the asset class, subclass, and style breakdown for their underlying holdings. Where a variable annuity contains equity holdings from multiple equity sectors, this report will proportionately allocate the underlying holdings of the variable annuity to those sectors measured as a percentage of the total variable annuity's asset value as of the date shown.

This information is supplied by Morningstar, Inc. on a weekly basis to UBS FS based on data supplied by the variable annuity which may not be current. Portfolio holdings of variable annuities change on a regular (often daily) basis. Accordingly, any analysis that includes variable annuities may not accurately reflect the current composition of these variable annuities. If a variable annuity's underlying holding data is not available, it will remain classified as an annuity. All data is as of the date indicated in the report.

Equity Style: The Growth, Value and Core labels are determined by Morningstar. If an Equity Style is unclassified, it is due to non-availability of data required by Morningstar to assign it a particular style.

Equity Capitalization: Market Capitalization is determined by Morningstar. Equity securities are classified as Large Cap, Mid Cap or Small Cap by Morningstar. Unclassified securities are those for which no capitalization is available on Morningstar.

Equity Sectors: The Equity sector analysis may include a variety of accounts, each with different investment and risk parameters. As a result, the overweighting or underweighting in a particular sector or asset class should not be viewed as an isolated factor in making investment/liquidation decisions; but should be assessed on an account by account basis to determine the overall impact on the account's portfolio.

Classified Equity: Classified equities are defined as those equities for which the firm can confirm the specific industry and sector of the underlying equity instrument.

Estimated Annual Income: The Estimated Annual Income is for informational purposes only and is calculated by the annualized per share dividends/interest paid, multiplied by the quantity of the shares held in the selected account(s). For Expected Cash Flow and Portfolio Holdings reports prior to June 23, 2023, savings products & sweep funds do not display such calculations and instead, values are displayed as N/A. For all other reports, Estimated Annual Income for savings products & sweep funds is not calculated or factored into aggregate calculations and will be displayed as 0.

Current Yield: Current Yield is estimated for informational purposes only and may not reflect changes in price. It's calculated by dividing the total estimated annual income by the current market value displayed. Current yield calculations display the current yield of the investment solely as of the date of this report. For Portfolio Holdings report generated prior to June 23, 2023, savings products & sweep funds do not include such information and instead, values are displayed as N/A. For all other reports, Current Yield for savings products & sweep funds is not calculated or factored into aggregate calculations and will be displayed as 0.

YTM (at Market): Yield to Maturity (at Market) is the expected return of an interest-bearing security from the report date, assuming that it is held to maturity with all coupon payments paid. For displays at the tax lot level, the Yield to Maturity is calculated based on the cost basis of that specific tax lot. For position level displays (consisting of multiple tax lots), Yield to Maturity is derived by using the weighted average cost basis of all the underlying tax lots.

YTW (at Market): Yield to Worst (at Market) is the expected return of an interest-bearing security from the report date, assuming that it is held to the next call date or until maturity (if no next call date) with all coupon payments paid. For displays at the tax lot level, the Yield to Worst is calculated based on the cost basis of that specific tax lot. For position level displays (consisting of multiple tax lots), Yield to Worst is derived by using the weighted average cost basis of all the underlying tax lots.

Bond Rating: These ratings are obtained from independent industry sources and are not verified by UBS FS.

Disclosures Applicable to Accounts at UBS Financial Services Inc. *(continued)*

Securities without rating information are left blank. Rating agencies may discontinue ratings on high yield securities.

NR: When NR is displayed under bond rating column, no ratings are currently available from that rating agency.

High Yield: This report may designate a security as a high yield fixed income security even though one or more rating agencies rate the security as an investment grade security. Further, this report may incorporate a rating that is no longer current with the rating agency. For more information about the rating for any high yield fixed income security, or to consider whether to hold or sell a high yield fixed income security, please contact your financial advisor or representative and do not make any investment decision based on this report.

Credit/Event Risk: Investments are subject to event risk and changes in credit quality of the issuer. Issuers can experience economic situations that may have adverse effects on the market value of their securities.

Interest Rate Risk: Bonds are subject to market value fluctuations as interest rates rise and fall. If sold prior to maturity, the price received for an issue may be less than the original purchase price.

Reinvestment Risk: Since most corporate issues pay interest semiannually, the coupon payments over the life of the bond can have a major impact on the bond's total return.

Call Provisions: When evaluating the purchase of a corporate bond, one should be aware of any features that may allow the issuer to call the security. This is particularly important when considering an issue that is trading at a premium to its call price, since the return may be negatively impacted if the issue is redeemed. Should an issue be called, investors may be faced with an earlier than anticipated reinvestment decision, and may be unable to reinvest their principal at equally favorable rates.

Effective Maturity: Effective maturity is the expected redemption due to pre-refunding, puts, or maturity and does not reflect any sinking fund activity, optional or extraordinary calls. Securities without a maturity date are left blank and typically include Preferred Securities, Mutual Funds and Fixed Income UITs.

Yields: Yield to Maturity and Yield to Worst are calculated to the worst call.

Accrued Interest: Interest that has accumulated between the most recent payment and the report date may be reflected in market values for interest bearing securities.

Bond Averages: All averages are weighted averages calculated based on market value of the holding, not including accrued interest.

Tax Status: "Taxable" includes all securities held in a taxable account that are subject to federal and/or state or local taxation. "Tax-exempt" includes all securities held in a taxable account that are exempt from federal, state and local taxation. "Tax-deferred" includes all securities held in a tax-deferred account, regardless of the status of the security.

Bond sensitivity analysis: This analysis uses Modified Duration which approximates the percentage price change of a security for a given change in yield. The higher the modified duration of a security, the higher its risk. For callable securities, modified duration does not address the impact of changing interest rates on a bond's expected cash flow as a result of a call or prepayment.

Amortization and Accretion: Prior to March 2008, amortization was calculated using the straight line method for tax exempt securities and was not calculated for taxable securities. Post March 2008, amortization is calculated using the constant yield method. Prior to October 2008, accretion due to original issue discount was not calculated. Post October 2008, accretion due to original issue discount is calculated using the constant yield method. Prior to January 2015, accretion due to market discount was calculated using the straight line method. Post January 2015, accretion due to market discount is calculated using the constant yield method. We assume the securities are held to par and premiums are calculated to call date. Amortization and accretion values may be incorrect due to adjustments related to cost basis. You may hold additional fixed income securities that may not appear on this report. Please refer to your account statements for information regarding all of your holdings.

Gain/Loss: The gain/loss information may include calculations based upon non-UBS FS cost basis information. The firm does not independently verify or guarantee the accuracy or validity of any information provided by sources other than UBS FS. In addition, for Schedule K-1 reported investments, such as alternative investment funds, please refer to your annual K-1 and 1099 tax forms. If this report contains positions with unavailable cost basis, the gain/(loss) for these positions are excluded in the calculation for the Gain/(Loss). As a result these figures may not be accurate and are provided for informational purposes only. Clients should not rely on this information in making purchase or sell decisions, for tax purposes or otherwise. Rely only on year-end tax forms when preparing your tax return. See your monthly statement for additional information.

Estimated Value (Continuous Funds): Estimated Value is based on the latest valuation received from the fund company and includes post valuation reinvested dividends. This is not a Market Value.

Estimated Value (Drawdown Funds): Estimated Value is based on the latest valuation received from the fund company and includes post valuation contributions less post valuation distributions. This is not a Market Value.

Accounts Included in this Report: The account listing may or may not include all of your accounts with UBS FS. The accounts included in this report are listed under the "Accounts included in this review" shown on the first page or listed at the top of each page. If the account is a donor advised fund account, the assets in those accounts are owned by the Sponsoring Charitable Organization, and not the donor. You and your financial advisor have procured the appropriate authorization to view the assets in the donor advised fund account. If an account number begins with "@" this denotes assets or liabilities held at other financial institutions. Information about these assets, including valuation, account type and cost basis, is based on the information you provided to us, or provided to us by third party data aggregators or custodians at your direction. We have not verified, and are not responsible for, the accuracy or completeness of this information.

Account name(s) displayed in this report and labels used for groupings of accounts can be customizable "nicknames" chosen by you to assist you with your recordkeeping or may have been included by your financial advisor for reference purposes only. The names used have no legal effect, are not intended to reflect any strategy, product, recommendation, investment objective or risk profile associated with your accounts or any group of accounts, and are not a promise or guarantee that wealth, or any financial results, can or will be achieved. All investments involve the risk of loss, including the risk of loss of the entire investment.

For more information about account or group names, or to make changes, contact your Financial Advisor.

Account changes: At UBS, we are committed to helping you work toward your financial goals. So that we may continue providing you with financial advice that is consistent with your investment objectives, please consider the following two questions:

Disclosures Applicable to Accounts at UBS Financial Services Inc. *(continued)*

1) Have there been any changes to your financial situation or investment objectives?
2) Would you like to implement or modify any restrictions regarding the management of your account?
If the answer to either question is "yes," it is important that you contact your Financial Advisor as soon as possible to discuss these changes. For MAC advisory accounts, please contact your investment manager directly if you would like to impose or change any investment restrictions on your account.

ADV disclosure: A complimentary copy of our current Form ADV Disclosure Brochure that describes the advisory program and related fees is available through your Financial Advisor. Please contact your Financial Advisor if you have any questions.

Important information for former Piper Jaffray and McDonald Investments clients: As an accommodation to former Piper Jaffray and McDonald Investments clients, these reports include performance history for their Piper Jaffray accounts prior to August 12, 2006 and McDonald Investments accounts prior to February 9, 2007, the date the respective accounts were converted to UBS FS. UBS FS has not independently verified this information nor do we make any representations or warranties as to the accuracy or completeness of that information and will not be liable to you if any such information is unavailable, delayed or inaccurate.

For insurance, annuities, and 529 Plans, UBS FS relies on information obtained from third party services it believes to be reliable. UBS FS does not independently verify or guarantee the accuracy or validity of any information provided by third parties. Information for insurance, annuities, and 529 Plans that has been provided by a third party service may not reflect the quantity and market value as of the previous business day. When available, an "as of" date is included in the description.

Investors outside the U.S. are subject to securities and tax regulations within their applicable jurisdiction that are not addressed in this report. Nothing in this report shall be construed to be a solicitation to buy or offer to sell any security, product or service to any non-U.S. investor, nor shall any such security, product or service be solicited, offered or sold in any jurisdiction where such activity would be contrary to the securities laws or other local laws and regulations or would subject UBS to any registration requirement within such jurisdiction.

Performance History prior to the account's inception at UBS Financial Services, Inc. may have been included in this report and is based on data provided by third party sources. UBS Financial Services Inc. has not independently verified this information nor does UBS Financial Services Inc. guarantee the accuracy or validity of the information.

Important information about brokerage and advisory services. As a firm providing wealth management services to clients, UBS Financial Services Inc. offers investment advisory services in its capacity as an SEC-registered investment adviser and brokerage services in its capacity as an SEC-registered broker-dealer. Investment advisory services and brokerage services are separate and distinct, differ in material ways and are governed by different laws and separate arrangements. It is important that clients understand the ways in which we conduct business, that they carefully read the agreements and disclosures that we provide to them about the products or services we offer. For more information, please review client relationship summary provided at **ubs.com/relationshipsummary**.

UBS Financial Services account protection
The Firm is a member of the Securities Investor Protection Corporation (SIPC), which protects securities customers of its members up to $500,000 (including $250,000 for claims for cash). Explanatory brochure available upon request or at www.sipc.org. The SIPC asset protection limits apply to all accounts that you hold in a particular capacity.

The Firm, together with certain affiliates, has also purchased supplemental insurance. The maximum amount payable to all eligible clients, collectively under this protection is $500 million as of December 10, 2019. Subject to the policy conditions and limitations, cash at the Firm is further protected for up to $1.9 million in the aggregate for all your accounts held in a particular capacity. A full copy of the policy wording is available upon request.

Neither the SIPC protection nor the supplemental protection apply to:

- Certain financial assets controlled by (and included in your account value) but held away from UBS Financial Services. For example certain (i) insurance products, including variable annuities, and (ii) shares of mutual funds registered in the name of the account holder on the books of the issuer or transfer agent);
- Investment contracts or investment interests (e.g., limited partnerships and private placements) that are not registered under the Securities Act of 1933;
- Commodities contracts (e.g., foreign exchange and precious metal contracts), including futures contracts and commodity option contracts;
- Securities on loan to UBS Financial Services; and
- Deposit accounts (except certificates of deposit) at UBS Bank USA, UBS AG U.S. branches and banks in the FDIC Insured Deposit Program.

The SIPC protection and the supplemental protection do not apply to these assets even if they otherwise appear on your statements. The SIPC protection and the supplemental protection do not protect against changes in the market value of your investments (whether as a result of market movement, issuer bankruptcy or otherwise).

Non-UBS Assets and Liabilities: This report is not intended to provide you with consolidated information or reporting regarding your holdings at other firms. However, at your request, this report may include information regarding assets that you hold at other financial institutions so that you may review your asset allocation and/or investment strategy in the context of your overall holdings. You should review and maintain the original documents for these assets, such as the statements for individual accounts held away from UBS. Those documents may contain notices, disclosures and other information important to you, and may also serve as a reference should questions arise regarding the accuracy of that information as presented in this report.

The information presented for accounts held at other financial institutions has been provided to UBS at your direction through your agreement with an Outside Asset Data Aggregation Service. These accounts have been added to this report at your request and are automatically updated to reflect the most recent data received from the custodian. Information may have also been provided based on documents and valuation you provided to your Financial Advisor. These accounts have been added to this report at your request and may not reflect the current valuation.

If an account number begins with "@" this denotes assets or liabilities held at other financial institutions. Information about these assets, including valuation, account type and cost basis, is based on the information you provided to us, or provided to us by third party data aggregators or custodians at your direction. We have not verified, and are not responsible for, the accuracy or completeness of this information.

If the information you or your custodians provided to us is not current, inclusion of these assets will impact the accuracy of the current asset allocation and other analysis presented. We do not provide purchase, sale or hold

Disclosures Applicable to Accounts at UBS Financial Services Inc. *(continued)*

recommendations or advice with respect to your assets at other firms and do not assume responsibility for activity you conduct at other financial institutions.

UBS's SIPC coverage applies to assets held at UBS. If you maintain assets at other firms that may be SIPC members, you should contact their financial representative or the other entity or refer to the other entitys statement regarding SIPC membership. Your UBS Financial Services Inc. account statements are the only official record of your UBS holdings and account and are not replaced, amended or superseded by any of the information presented in this report.

Assets that you hold at other financial institutions are priced using the closing price reported on the last business day preceding the date of this report. Every reasonable attempt has been made to accurately price securities; however, we make no warranty with respect to any security's price. To determine the value of securities in your account, we generally rely on third party quotation services. If a price is unavailable or believed to be unreliable, we may determine the price in good faith and may use other sources such as the last recorded transaction. When securities are held at another custodian or if you hold illiquid or restricted securities for which there is no published price, we will generally rely on the value provided by the custodian or issuer of that security.

The value of assets held at other financial institutions is based on the "Last Refresh Date" displayed. Up to date valuation and information can be obtained directly from the custodian of your assets. The account statements you receive from your third party custodian regarding the assets you hold with them are the official record of your holdings and accounts and are not impacted or superseded by the information in this report.

Account balances and security pricing will always display in U.S. Dollars even if assets in your Outside Accounts are denominated in other currencies. UBS will convert any values received in the Outside Account Information to U.S. Dollars using foreign exchange rates from UBS as of the previous business.

STAFF REPORT

TO:	**Mayor and Council Members**	**DATE:**	**February 24, 2026**
FROM:	**Public Works**	**DISTRICT(S):**	**2, 3**

SUBJECT: **Consideration of a Construction Contract with SAVI Construction, Inc. for the CDBG-Funded Curb Ramp Improvements Project FY 2025-2026 in an amount not to exceed $250,360**

RECOMMENDATION

That the City Council:

1. Adopt a Categorical Exemption pursuant to the California Environmental Quality Act pursuant to Section 15301(c) of the California Code of Regulations (CEQA Guidelines);
2. Approve the Agreement with SAVI Construction, Inc. for the CDBG-Funded Curb Ramp Improvements Project FY 2025-2026, Plan No. 1402, in the amount of $227,600;
3. Authorize a contingency for necessary change orders in an amount not to exceed 10% (i.e., $22,760) of the total contract amount for a total authorization not to exceed $250,360; and
4. Authorize the City Manager or his designee to execute the Agreement and approve change orders within the approved contingency amount, including minimal and/or non-substantive changes.

STRATEGIC FOCUS AREAS

Goal 4 - Sustainable Infrastructure

EXECUTIVE SUMMARY

The CDBG-Funded Curb Ramp Improvements Project FY 2025-2026, Plan No. 1402 will construct and upgrade ADA-compliant curb ramps and remove and replace deteriorated sidewalk panels at various locations in the vicinity of Glendora Ave and Sunflower Ave, between the 210 freeway and Gladstone St. The project includes installation of new curb ramps, replacement of non-compliant curb ramps, installation of truncated domes, removal and replacement of approximately 8,000 square feet of Portland Cement Concrete (PCC) sidewalk, and grinding of sidewalk joints to eliminate tripping hazards. These improvements will enhance accessibility and mobility for residents, particularly individuals with disabilities, and support the City's ongoing ADA compliance efforts.

Staff recommends awarding the Agreement to SAVI Construction, Inc., the lowest responsive and responsible bidder, in the amount of $227,600, plus a 10% contingency, for a total authorization not to exceed $250,360.

LEGISLATIVE HISTORY / PREVIOUS ACTIONS

The CDBG-Funded Curb Ramp Improvements Project FY2025-2026 is included in the FY 2025-2026 Capital Improvement Program in the amount of $381,800.

The Notice Inviting Bids (NIB) was posted on QuestCDN (RFP # 9937814) and was published in the San Gabriel Valley Examiner on December 11 and 18, 2025, and bids were opened on January 8, 2026. Eleven (11) prime contractors submitted bid proposals, with bid amounts ranging from $227,600 to $552,500.

SAVI Construction, Inc. submitted the lowest responsive and responsible bid in the amount of $227,600.

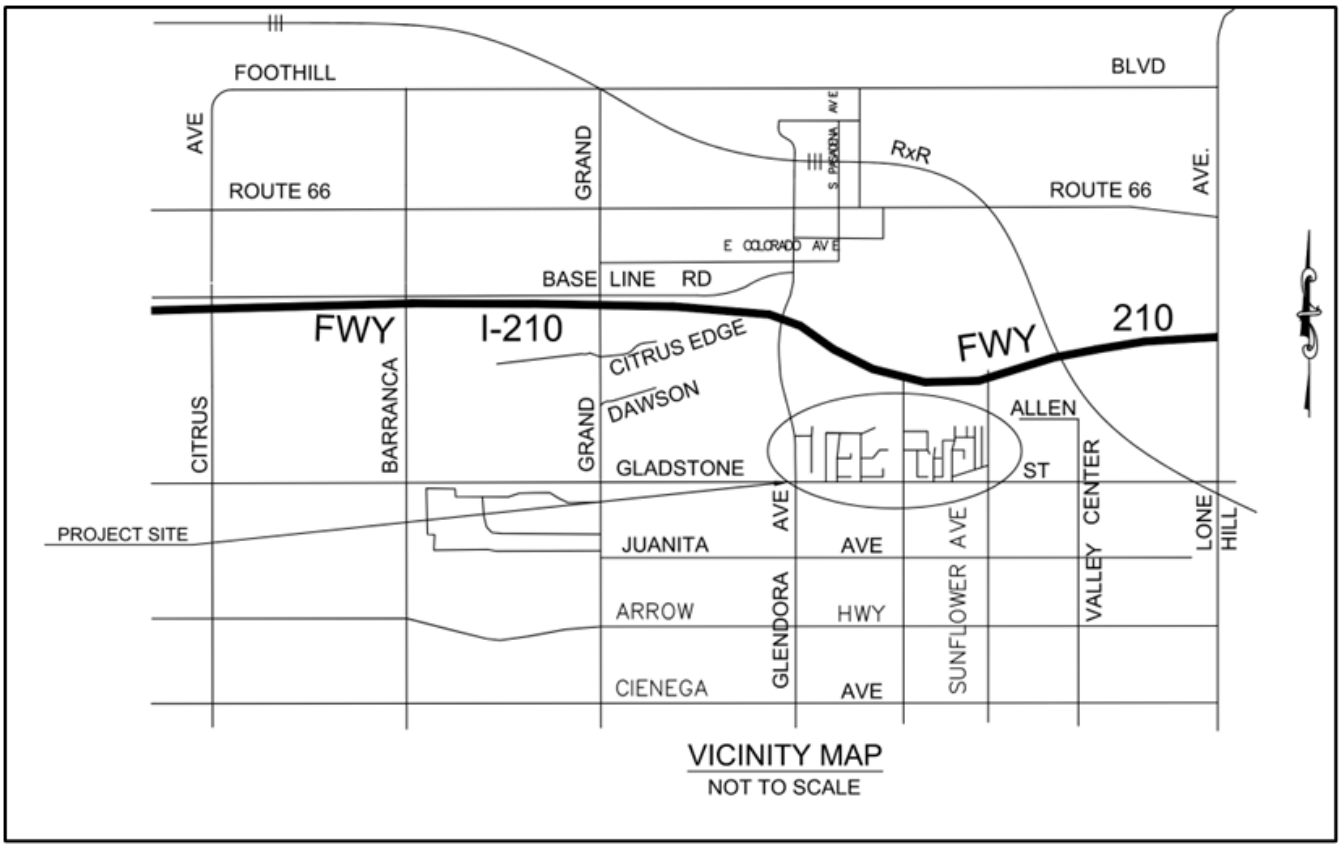
DISCUSSION

The project will be implemented within the area bounded by Glendora Avenue to the west, Sunflower Avenue to the East, the 210 Freeway to the north and Gladstone Street to the south. The project includes the following improvements to enhance pedestrian accessibility and safety:

- Construction of twenty-six (26) new ADA-compliant curb ramps;
- Replacement of five (5) existing non-compliant curb ramps;
- Installation of ADA-compliant truncated domes at nine (9) existing curb ramps;
- Removal and replacement of approximately 8,000 square feet of deteriorated PCC sidewalk; and
- Grinding of sidewalk joints to eliminate vertical displacement and potential tripping hazards.

All improvements will be constructed in accordance with applicable ADA requirements and the Standard Specifications for Public Works Construction. Any impacted survey monuments, including tie-outs, will be re-established following construction, if necessary.

Below is a vicinity map of the project location:



The notice inviting bids on QuestCDN was published in the San Gabriel Valley Examiner on December 11 and 18, 2025, and bids were opened on January 8, 2026. Eleven (11) prime contractors submitted bid proposals, with bid amounts ranging from $227,600 to $552,500. SAVI Construction, Inc. submitted the lowest responsive and responsible bid in the amount of $227,600

Bid Summary

Contractor Name	Bid Amount
SAVI Construction, Inc.	**$227,600.00**
Pavement Rehab Company	$296,000.00
Kalban, Inc.	$308,500.00
FS Contractors, Inc.	$335,200.00
TVR Construction	$344,000.00
Gentry Brothers, Inc.	$361,050.00
CT&T Concrete Paving, Inc.	$373,375.00
We R Builders	$410,000.00
Leonida Builders, Inc.	$419,900.00
Van Engineering, Inc.	$448,900.00
Environmental Construction, Inc.	$552,500.00

FISCAL IMPACT

The CDBG-Funded Curb Ramp Improvements Project FY2025-2026 has been approved in the FY 2023-25 Capital Improvement Program in the amount of $381,800. It is funded by the Community Block Development Grant (CDBG) Fund (285), Project No. 5526101. The table below provides a breakdown of the costs. Any remaining funds will remain within the CDBG program and may be reprogrammed in accordance with applicable federal guidelines.

	Budget	Estimated Cost	Difference
Curb Ramp Improvements Project FY 25-26, Project 5526101	**$381,800**		
Publication & Environmental		$460	
Construction		$227,600	
Construction Contingency		$22,760	

Design Support (Transtech)		$50,000	
Inspections & Construction Management (Future Services)		$25,000	
Estimated Total Expenditures		**$325,820**	
Remaining Balance			**$55,980**

ENVIRONMENTAL DETERMINATION

The proposed Agreement with SAVI Construction, Inc. qualifies for a Categorical Exemption under the CEQA Guidelines (Section 15301(c) of the California Code of Regulations), since the work consists of the repair, maintenance, and minor alterations to existing streets, sidewalks, and similar facilities. Attached is the Notice of Categorical Exemption for City Council for review and adoption.

Prepared By:	Maliha Ansari, Principal Civil Engineer
Concurs With:	Not Applicable
Reviewed By:	Moises Lopez, Interim Director Public Works
Certified to Availability of Funds:	Kyle Johnson, Finance Director/City Treasurer
Approved By:	Adam Raymond, City Manager
Legal Review:	Danny Aleshire, City Attorney
CEQA Review:	Jeff Kugel, Community Development Director

Attachments

A_Notice_of_Exemption_1402.pdf
B_Plan_Holder_List_1402.pdf
C_Bid_Summary_1402.pdf
D_Bid_Analysis_1402.pdf
E_Bid_Proposal_1402.pdf
F_Contract_Agreement_1402_Partially_Executed.pdf

CITY OF GLENDORA

116 East Foothill Boulevard, Glendora, California 91741

NOTICE OF EXEMPTION

Project Title: CDBG-Funded Curb Ramp Improvements Project FY2025-2026

Project Location: PCC improvements are located between Glendora Ave and Sunflower Ave., north of Gladstone Ave and south of the 210 Freeway.

Project Sponsor: City of Glendora

Mailing Address: 116 East Foothill Boulevard, Glendora, CA 91741

Project Description: The project will remove existing sidewalk, curb & gutter and construct ADA-compliant curb ramps, repair broken sidewalks, replace existing curb ramps and install new truncated at various locations.

Surrounding Land Uses and Setting: The area is surrounded mostly by single-family residential housing and designated for Low/Medium Residential land uses.

The Planning Director recommends the following exempt status / findings:

- ☐ Ministerial (Sec. 15073)
- ☐ Declared Emergency (Sec. 15071(a))
- ☐ Emergency Project (Sec. 15071(b) and (c))
- ☒ Categorical Exemption
  - Type: Class 1 Existing Facilities
  - Section: 15301
- ☐ Statutory Exemption. Code Number: _____

Reasons why project is exempt: The project involves the repair or alteration of existing public structures/facilities. The project consists of replacing existing PCC improvements with ADA-compliant curb ramps, replacing existing curb ramps with ADA-compliant curb ramps, and repairing existing sidewalks.

_____ Date: _____
Jeff Kugel, Community Development Director

The above recommended exempt status and findings were adopted by the following body:

_____ on _____

_____ Date: _____
Maliha Ansari, City Engineer

Plan Holder Report as of 01/20/2026 01:52 PM CST

CDBG Funded Curb Ramps Improvements Project

Quest eBidDoc™ Number: 9937814

Closing Date: Thu, 01/08/2026 10:00 AM PST **Posting Type:** Construction Project **Owner Name:** Glendora CA, City of **Solicitor Name:** Glendora CA, City of **Contact:** Desiree Hernandez **Phone:** 626-914-8238 **Email:** dhernandez@cityofglendora.org

Company Name & Address	Contact Name/Email Address	Phone/Fax	Bus. Cert	Bus. Desig	Entry Date	Doc Type	Comments
PWXPress 1900 Coffeeport Rd, Jacksonville, FL-03220	Mary Miller bids@pwxpress.com	408-676-8941	TGB	Supplier	12/11/2025	eBidDoc	
Kalban, Inc. 26450 Ruether Ave#201, Santa Clarita, CA-91350	Matthew Lawrence kalbaninc@aol.com	818-504-1065 818-504-1067	SBE,DBE,WBE,MBE,TGB,Vet Pref,VOSB,WOSB	Prime Bidder	12/11/2025	eBidDoc	
BidAmerica 41085 Elm Street, Murrieta, CA-92562	Tom Davis planroom@bidamerica.com	951-837-0559		Plan Room	12/11/2025	eBidDoc	
Addison-Miller Inc 1100 W Town and Country Rd, Orange, CA-92868	Nate Beach nate@addisonmillerinc.com	3106631683 8885957464		Prime Bidder	12/11/2025	eBidDoc	
All American Asphalt 400 E 6th St, Corona, CA-92879	Ed Carlson publicworks@allamericanasphalt.com	951-736-7600 951-739-4671		Prime Bidder	12/11/2025	eBidDoc	
Environmental Construction Inc. 21550 Oxnard Street, Suite1060, Woodland Hills, CA-91367	Aria estimating@environcon.com	8184498920 8188053558	SBE	Prime Bidder	12/11/2025	eBidDoc	
E & M Constructors Inc 308 S. Maclay Ave #510, San Fernando, CA-91340	Eddie Padilla Emconstructors@yahoo.com	8184701266		Prime Bidder	12/11/2025	eBidDoc	
We R Builders 3746 Foothill Blvd., GLENDALE, CA-91214	Nezar Alsmadi estimates@wrbconstruction.com	714-874-5275		Prime Bidder	12/11/2025	eBidDoc	
SAVI Construction Inc. 6725 Birmingham Dr, Chino, CA-91710	Ramesh Bachuvala contactsavi247@gmail.com	805-889-3547	DBE,SBE	Prime Bidder	12/12/2025	eBidDoc	
ConstructConnect 3825 Edwards Rd, Cincinnati, OH-45209	Eric Mills content@constructconnect.com	800-364-2059 866-570-8187		Plan Room	12/12/2025	eBidDoc	
PALP Inc., dba Excel Paving Company 2230 Lemon Avenue, Long Beach, CA-90806	Crissa Phillips estimating@excelpaving.net	562-599-5841 562-591-7485		Prime Bidder	12/12/2025	eBidDoc	
Onyx Paving Company, Inc. 2890 E. La Cresta Ave, Anaheim, CA-92806	Corey Kirschner bids@onyxpaving.net	714-632-6699 714-632-1883		Prime Bidder	12/12/2025	eBidDoc	
Ambit Construction & Design, Inc., P. O. Box 812033, Los Angeles, CA-90018	Muhammad muhammad@ambitcd.com	323.786.8001	MBE	Prime Bidder	12/12/2025	eBidDoc	
Pavement Rehab Company 22711 LA PALMA AVE, YORBA LINDA, CA-92887	Tim Fitzpatrick bids@paverehabco.com	714-238-1444 714-333-4844		Prime Bidder	12/15/2025	eBidDoc	
CT&T Concrete Paving Inc. 324 S. Diamond Bar Blvd, PMB 275, Diamond Bar, CA-91765	Jose Carvajal jose.cttinc@gmail.com	909-629-8000 909-629-8001	SBE	Prime Bidder	12/16/2025	eBidDoc	

Company Name & Address	Contact Name/Email Address	Phone/Fax	Bus. Cert	Bus. Desig	Entry Date	Doc Type	Comments
FS Contractors, Inc. 12861 Telfair Avenue, Sylmar, CA-91342	Jose Angel Fierros martha@fscontractorsinc.com	818-838-6040	SBE	Prime Bidder	12/17/2025	eBidDoc	
Gentry Brothers, Inc. 384 E. Live Oak Avenue, Irwindale, CA-91706	Jason Roehrborn jason@gentrybrothers.net	626-357-9631		Prime Bidder	12/18/2025	eBidDoc	
Leonida Builders Inc. 32023 Crown Valley Road, Acton, CA-93510	Panagiotis Leonida panikos@leonidabuilders.com	951-532-7717 951-566-4022	SBE	Prime Bidder	12/22/2025	eBidDoc	
TVR Construction Engineering LLC 4230 Michael St, Riverside, CA-92507	Gergis bebawy info@tvrcon.com	7149276664	DBE	Prime Bidder	12/29/2025	eBidDoc	
Van Engineering Inc 36520 Villa Del Sol, Wildomar, CA-92595	Sara Sanders accounting@van-inc.com	9513311506		Prime Bidder	12/30/2025	eBidDoc	
QuestCDN Internal Client Success Acct. 1325 Best Practice Way, Quest, MN-545345	ClientSuccess skahl@questcdn.com	952-278-3345		NOT BIDDING	01/02/2026	eBidDoc	
ALL AMERICAN BUILDING SERVICES PO Box 802586, SANTA CLARTIA, CA-91380	ANTHONY INNABI bids@allamericanrebuild.com	909-368-0773		Construction Manager	01/05/2026	eBidDoc	
S&H Civilworks 6612 Columbus Street, Riverside, CA-92504	Jesse Sotto jesse@sandhcivilworks.com	909-206-1181 909-498-8021		Prime Bidder	01/07/2026	eBidDoc	

CDBG-FUNDED CURB RAMP IMPROVEMENTS PROJECT FY2025-2026

PLAN NO. 1402

BID OPENING: JANUARY 8, 2026

SUMMARY OF BIDS

	CONTRACTORS	BID AMOUNT
1.	SAVI Construction, Inc.	$227,600.00
2.	Pavement Rehab Company	$296,000.00
3.	Kalban, Inc.	$308,500.00
4.	FS Contractors, Inc.	$335,200.00
5.	TVR Construction	$344,000.00
6.	Gentry Brothers, Inc.	$361,050.00
7.	CT&T Concrete Paving, Inc.	$373,375.00
8.	We R Builders	$410,000.00
9.	Leonida Builders, Inc.	$419,900.00
10.	VAN Engineering, Inc.	$448,900.00
11.	Environmental Construction, Inc.	$552,500.00

1. BID TABULATION

PROJECT NAME: CDBG-FUNDED CURB RAMP IMPROVEMENTS PROJECT FY 2025-2026, PLAN NO. 1402

BID TABULATION				ENGINEER'S ESTIMATE		Apparent Low Bidder 1		Apparent Low Bidder 2		Apparent Low Bidder 3		Apparent Low Bidder 4		Apparent Low Bidder 5		Apparent Low Bidder 6		Apparent Low Bidder 7		Apparent Low Bidder 8		Apparent Low Bidder 9	
				ENGINEER'S ESTIMATE		SAVI CONSTRUCTION, INC.		PAVEMENT REHAB COMPANY		KALBAN, INC.		FS CONTRACTORS, INC.		TVR CONSTRUCTION		GENTRY BROTHERS, INC.		CT&T CONCRETE PAVING, INC.		WE R BUILDERS		LEONIDA BUILDERS, INC.	
	Bid Item and Description	Qty	Unit	*Unit Price*	Total Price	*Unit Price*	Total Price	*Unit Price*	Total Price	*Unit Price*	Total Price	*Unit Price*	Total Price	*Unit Price*	Total Price	*Unit Price*	Total Price	*Unit Price*	Total Price	*Unit Price*	Total Price	*Unit Price*	Total Price
BASE BID SCHEDULE A																							
1	Mobilization & De-Mobilization	1	LS	$10,000.00	$10,000.00	$2,000.00	$2,000.00	$5,500.00	$5,500.00	$2,000.00	$2,000.00	$5,000.00	$5,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$26,400.00	$26,400.00	$13,000.00	$13,000.00	$38,000.00	$38,000.00
2	Traffic Control	1	LS	$5,000.00	$5,000.00	$2,000.00	$2,000.00	$11,000.00	$11,000.00	$2,000.00	$2,000.00	$3,000.00	$3,000.00	$10,000.00	$10,000.00	$15,000.00	$15,000.00	$26,400.00	$26,400.00	$4,500.00	$4,500.00	$22,000.00	$22,000.00
3	Remove existing concrete improvements and construct curb ramp per SPPWC STD. Plan 111-5. Install ADA-compliant truncated domes on newly constructed curb ramps.	26	EA	$6,500.00	$169,000.00	$4,300.00	$111,800.00	$5,500.00	$143,000.00	$6,500.00	$169,000.00	$6,800.00	$176,800.00	$6,000.00	$156,000.00	$8,500.00	$221,000.00	$6,500.00	$169,000.00	$8,200.00	$213,200.00	$8,000.00	$208,000.00
4	Remove & replace 4" thick PCC sidewalk per City of Glendora SD&S 1.02	8,000	SF	$12.00	$96,000.00	$10.00	$80,000.00	$12.00	$96,000.00	$12.00	$96,000.00	$13.50	$108,000.00	$16.00	$128,000.00	$8.00	$64,000.00	$13.70	$109,600.00	$16.00	$128,000.00	$13.00	$104,000.00
5	Grind existing sidewalk joint flush with adjoining panels	100	EA	$10.00	$1,000.00	$30.00	$3,000.00	$40.00	$4,000.00	$25.00	$2,500.00	$30.00	$3,000.00	$10.00	$1,000.00	$45.00	$4,500.00	$34.00	$3,400.00	$25.00	$2,500.00	$25.00	$2,500.00
6	Install ADA-compliant truncated domes on existing curb ramps.	9	EA	$1,000.00	$9,000.00	$700.00	$6,300.00	$1,000.00	$9,000.00	$500.00	$4,500.00	$600.00	$5,400.00	$1,000.00	$9,000.00	$450.00	$4,050.00	$34.00	$306.00	$1,200.00	$10,800.00	$600.00	$5,400.00
TOTAL BASE BID SCHEDULE A AMOUNT IN NUMBERS:					**$290,000.00**		**$205,100.00**		**$268,500.00**		**$276,000.00**		**$301,200.00**		**$314,000.00**		**$318,550.00**		**$335,106.00**		**$372,000.00**		**$379,900.00**
ADDITIVE ALTERNATE BID SCHEDULE A																							
ADD A.1	Remove and replace existing curb ramps per SPPWC STD. Plan 111-5. Install ADA-compliant truncated domes on newly constructed curb ramps	5	EA	$6,500.00	$32,500.00	$4,500.00	$22,500.00	$5,500.00	$27,500.00	$6,500.00	$32,500.00	$6,800.00	$34,000.00	$6,000.00	$30,000.00	$8,500.00	$42,500.00	$6,500.00	$32,500.00	$7,600.00	$38,000.00	$8,000.00	$40,000.00
TOTAL ADDITIVE ALTERNATE A AMOUNT IN NUMBERS:					**$32,500.00**		**$22,500.00**		**$27,500.00**		**$32,500.00**		**$34,000.00**		**$30,000.00**		**$42,500.00**		**$32,500.00**		**$38,000.00**		**$40,000.00**
TOTAL BID AMOUNT (BID SCHEDULE A+ADDITIVE ALTERNATE BID SCHEDULE A) The award of Contract is based on this amount.					**$322,500.00**		**$227,600.00**		**$296,000.00**		**$308,500.00**		**$335,200.00**		**$344,000.00**		**$361,050.00**		**$367,606.00**		**$410,000.00**		**$419,900.00**
BID RANKING							**Apparent Low Bidder 1**		**Apparent Low Bidder 2**		**Apparent Low Bidder 3**		**Apparent Low Bidder 4**		**Apparent Low Bidder 5**		**Apparent Low Bidder 6**		**Apparent Low Bidder 7**		**Apparent Low Bidder 8**		**Apparent Low Bidder 9**
TOTAL BASE BID AMOUNT CALCULATED BASED ON UNIT PRICES							**$205,100.00**		**$268,500.00**		**$276,000.00**		**$301,200.00**		**$314,000.00**		**$318,550.00**		**$335,106.00**		**$372,000.00**		**$379,900.00**
TOTAL ADDITIVE ALTERNATE A AMOUNT CALCULATED BASED ON UNIT PRICES							**$22,500.00**		**$27,500.00**		**$32,500.00**		**$34,000.00**		**$30,000.00**		**$42,500.00**		**$32,500.00**		**$38,000.00**		**$40,000.00**
TOTAL BASE BID PLUS ADDITIVE ALTERNATE A AMOUNT CALCULATED BASED ON UNIT PRICES							**$227,600.00**		**$296,000.00**		**$308,500.00**		**$335,200.00**		**$344,000.00**		**$361,050.00**		**$367,606.00**		**$410,000.00**		**$419,900.00**
GRAND TOTAL BID AMOUNT INDICATED BY BIDDER							**$227,600.00**		**$296,000.00**		**$308,500.00**		**$335,200.00**		**$344,000.00**		**$361,050.00**		**$373,375.00**		**$410,000.00**		**$419,900.00**
CALCULATION CORRECTIONS TO TOTAL BID AMOUNT SUBMITTED BY CONTRACTOR BASED ON CALCULATED BID AMOUNT							**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**-$5,769.00**		**$0.00**		**$0.00**
IS THE BIDDER QUALIFIED BASED ON REFERENCE PROJECTS							YES		YES		YES		YES		YES		YES		YES		YES		YES
SUBCONTRACTOR % AND AMOUNT SHOWN IN THE BID							0%	$0.00	4%	$12,750.00	0%	$0.00	0%	$0.00	0%	$0.00	0%	$0.00	0%	$0.00	0%	$0.00	0%	$0.00
SUBCONTRACTORS									Case Land Surveying, Inc.	$12,750.00													Onpoint Land Surveying, Inc.	UNKNONWN
						TOTAL	**$0.00**	**TOTAL**	**$12,750.00**	**TOTAL**	**$0.00**	**TOTAL**	**$0.00**	**TOTAL**	**$0.00**	**TOTAL**	**$0.00**	**TOTAL**	**$0.00**	**TOTAL**	**$0.00**	**TOTAL**	**$0.00**

1. BID TABULATION

PROJECT NAME: CDBG-FUNDED CURB RAMP IMPROVEMENTS PROJECT FY 2025-2026, PLAN NO. 14

BID TABULATION				Apparent Low Bidder 10 VAN ENGINEERING, INC.		Apparent Low Bidder 11 ENVIRONMENTAL CONSTRUCTION, INC.		AVERAGE BID VALUES		LOWEST UNIT BID PRICE	HIGHEST UNIT BID PRICE
Bid Item and Description		Qty	Unit	*Unit Price*	Total Price	*Unit Price*	Total Price	*Unit Price*	Total Price		
BASE BID SCHEDULE A											
1	Mobilization & De-Mobilization	1	LS	$25,000.00	$25,000.00	$20,000.00	$20,000.00	*$14,263.64*	$14,263.64	*$2,000.00*	*$38,000.00*
2	Traffic Control	1	LS	$25,000.00	$25,000.00	$27,000.00	$27,000.00	*$13,445.45*	$13,445.45	*$2,000.00*	*$27,000.00*
3	Remove existing concrete improvements and construct curb ramp per SPPWC STD. Plan 111-5. Install ADA-compliant truncated domes on newly constructed curb ramps.	26	EA	$8,500.00	$221,000.00	$9,500.00	$247,000.00	*$7,118.18*	$185,072.73	*$4,300.00*	*$9,500.00*
4	Remove & replace 4" thick PCC sidewalk per City of Glendora SD&S 1.02	8,000	SF	$16.00	$128,000.00	$22.00	$176,000.00	*$13.84*	$110,690.91	*$8.00*	*$22.00*
5	Grind existing sidewalk joint flush with adjoining panels	100	EA	$20.00	$2,000.00	$30.00	$3,000.00	*$28.55*	$2,854.55	*$10.00*	*$45.00*
6	Install ADA-compliant truncated domes on existing curb ramps.	9	EA	$600.00	$5,400.00	$3,500.00	$31,500.00	*$1,015.00*	$9,135.00	*$450.00*	*$3,500.00*
TOTAL BASE BID SCHEDULE A AMOUNT IN NUMBERS:					**$406,400.00**		**$504,500.00**		**$335,462.27**		**$78,067.00**
ADDITIVE ALTERNATE BID SCHEDULE A											
ADD A.1	Remove and replace existing curb ramps per SPPWC STD. Plan 111-5. Install ADA-compliant truncated domes on newly constructed curb ramps	5	EA	$8,500.00	$42,500.00	$9,600.00	$48,000.00	*$7,090.91*	$35,454.55	*$4,500.00*	*$9,600.00*
TOTAL ADDITIVE ALTERNATE A AMOUNT IN NUMBERS:					**$42,500.00**		**$48,000.00**		**$35,454.55**		**$9,600.00**
TOTAL BID AMOUNT (BID SCHEDULE A+ADDITIVE ALTERNATE BID SCHEDULE A) The award of Contract is based on this amount.					**$448,900.00**		**$552,500.00**		**$370,916.82**		**$87,667.00**
BID RANKING					**Apparent Low Bidder 10**		**Apparent Low Bidder 11**				
TOTAL BASE BID AMOUNT CALCULATED BASED ON UNIT PRICES					**$406,400.00**		**$504,500.00**				
TOTAL ADDITIVE ALTERNATE A AMOUNT CALCULATED BASED ON UNIT PRICES					**$42,500.00**		**$48,000.00**				
TOTAL BASE BID PLUS ADDITIVE ALTERNATE A AMOUNT CALCULATED BASED ON UNIT PRICES					**$448,900.00**		**$552,500.00**				
GRAND TOTAL BID AMOUNT INDICATED BY BIDDER					**$448,900.00**		**$552,500.00**				
CALCULATION CORRECTIONS TO TOTAL BID AMOUNT SUBMITTED BY CONTRACTOR BASED ON CALCULATED BID AMOUNT					**$0.00**		**$0.00**				
IS THE BIDDER QUALIFIED BASED ON REFERENCE PROJECTS				YES		YES					
SUBCONTRACTOR % AND AMOUNT SHOWN IN THE BID				0%	$0.00	0%	$0.00				
SUBCONTRACTORS											
				TOTAL	**$0.00**	**TOTAL**	**$0.00**				

2. REVIEW OF APPARENT LOW BID

APPARENT LOW BID SUBMITTED BY:		SAVI CONSTRUCTION, INC.			APPARENT LOW BID AMOUNT:	$227,600.00
ITEM REVIEWED/CHECKED		**REVIEW RESULT**	**BY**	**DATE**	**REMARKS**	
BID STAMPED AS RECEIVED PRIOR BID TIME:		YES	CITY CLERK	1/8/26		
BID BOND IN PROPER AMOUNT:		YES	RR	1/13/26		
ADDENDA ACKNOWLEDGEMENT:		N/A	RR	1/12/26	No addenda for this project.	
ANY APPARENT DISCREPANCY IN THE SUBMITTAL:		NO	RR	1/13/26		
TOTAL BID PRICES CALCULATED CORRECTLY:		YES	RR	1/13/26		
WORKER'S COMPENSATION CERTIFICATION		YES	RR	1/13/26		
LIST OF PROPOSED SUB-CONTRACTORS		YES	RR	1/13/26		
CERTIFICATION OF UNDERTANDING & AUTHORIZATION		YES	RR	1/13/26		
NON-SEGREGATED FACILITIES CERTIFICATION		YES	RR	1/13/26	Minor error: did not include bidded contract amount on document.	
PAST PERFORMANCE CERTIFICATION		YES	RR	1/13/26	Minor error: did not include number of employees.	
EQUAL EMPLOYMENT OPPORTUNITY		YES	RR	1/13/26	Minor error: did not include bidded contract amount on document.	
MINORITY & WOMEN'S BUSINESS ENTERPRISE COMPLIANCE PLAN		YES	RR	1/13/26		
FEDERAL LOBBYIST CERTIFICATION FOR FEDERAL AID CONTRACTS		YES	RR	1/13/26	Minor error: did not include bidded contract amount on document.	
SECTION 3 ACKNOWLEDGEMENT & COMPLIANCE STATEMENT		YES	RR	1/13/26		
SECTION 3 BUSINESS CONCERN CERTIFICATION		YES	RR	1/13/26		
SECTION 3 WORKER SELF-CERTIFICATION		YES	RR	1/13/26		
SECTION 3 EMPLOYER CERTIFICATION		YES	RR	1/13/26		
SUBCONTRACTOR AMOUNT:		$0.00	RR	1/12/26		
MIN PRIME CONTRACTOR % REQUIREMENT FOR WORK PER SPECIFICATIONS:		50.00%	RR	1/12/26		
PRIME CONTRACTOR % CALCULATED PER BID SUBMITTAL (THIS % MUST BE EQUAL OR MORE THAN ABOVE %):		100.00%	RR	1/12/26		
BIDDER COMPLIES WITH MIN PRIME CONTRACTOR % REQUIREMENT:		YES	RR	1/12/26		
MAX ALLOWABLE SUBCONTRACTOR PERCENT PER SPECIFICATIONS:		50.00%	RR	1/12/26		
SUB CONTRACTOR % CALCULATED PER BID SUBMITTAL (THIS % MUST BE EQUAL OR LESS THAN ABOVE %):		0.00%	RR	1/12/26		
BIDDER COMPLIES WITH MAX. SUB CONTRACTOR % REQUIREMENT:		YES	RR	1/12/26		
PRIME CONTRACTOR LICENSE STATUS:	SAVI CONSTRUCTION, INC.	1116157	RR	1/13/26	Print-out from CLSB Web Page attached (http://www.cslb.ca.gov/)	

PRIME CONTRACTOR DIR REGISTRATION STATUS:	SAVI CONSTRUCTION, INC.	2000001284	RR	1/13/26	Print-out from DIR Web Page attached (https://cadir.my.salesforce-sites.com/ContractorSearch?)
PRIME CONTRACTOR DEBARMENT STATUS FROM STATE CONTRACTS:	SAVI CONSTRUCTION, INC.	NOT ON STATE DEBARRED LIST	RR	1/13/26	Print-out from DIR Web Page attached (http://www.dir.ca.gov/dlse/debar.html)
PRIME CONTRACTOR DEBARMENT STATUS FROM FEDERAL CONTRACTS:	SAVI CONSTRUCTION, INC.	NOT ON FEDERAL DEBARRED LIST	RR	1/13/26	Print-out from SAM Web Page attached (https://www.sam.gov/SAM/)
REFERENCE CHECK ACCEPTABLE:		YES	RR	1/13/26	See Reference Check

3. REFERENCE CHECK OF APPARENT LOW BIDDER

SAVI CONSTRUCTION, INC.

REFERENCE DATA FOR APPARENT LOW BIDDER					REFERENCE CHECK FOR APPARENT LOW BIDDER							
					Answer "YES" if satisfied or "NO" if not satisfied						CHECKED BY	DATE
REFERENCE PROJECT	OWNER	CONTACT & TELEPHONE	AMOUNT	DATE COMPLETED	DID THE CONTRACTOR DO QUALITY WORK	DID THE CONTRACTOR STAY ON SCHEDULE	DID THE CONTRACTOR ASK FOR UNNECESSARY CHANGE ORDERS	DID THE CONTRACTOR FILE CLAIMS AGAINST YOU	WILL YOU HIRE THE CONTRACTOR AGAIN	REMARKS		
On-Call Concrete Maintenance	City of La Quinta	David Eastlick (760) 668-0710	$125,000.00	Sep-25	YES	YES	NO	NO	YES	City has the Contractor on a multi-year contract, and they are very communicative.	RR	1/13/2026
ADA Ramps Construction Project	City of Laguna Niguel	Angel Fuertes, PE (949) 212-6990	$160,000.00	Aug-25	N/A	N/A	N/A	N/A	N/A	Called on 1/13 & left a voicemail. Called on 1/14 & left a voicemail.	RR	1/14/2026
ADA Ramps Construction Project	City of Aliso Viejo	Quang Le, PE (949) 425-2531	$248,800.00	Jul-25	YES	YES	NO	NO	YES	Called on 1/14 and reference answered all questions. No additional comments.	RR	1/14/2026

4. LOWEST RESPONSIVE BID	
LOWEST RESPONSIVE BID SUBMITTED BY:	**SAVI CONSTRUCTION, INC.**
IN THE AMOUNT OF:	**$227,600.00**

CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 1116157

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 1/13/2026 3:45:13 PM

Business Information

SAVI CONSTRUCTION INC
6725 BIRMINGHAM DR
CHINO, CA 91710
Business Phone Number:(909) 342-6119

Entity Corporation
Issue Date 02/07/2024
Reissue Date 04/04/2024
Expire Date **04/30/2026**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with MERCHANTS BONDING COMPANY (MUTUAL) .
Bond Number: 100401942
Bond Amount: $25,000
Effective Date: 04/04/2024
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual RAMESH BACHUVALA certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 04/04/2024

Workers' Compensation

This license has workers compensation insurance with the ENDURANCE ASSURANCE CORPORATION
Policy Number:EAW00002031
Effective Date: 08/15/2025
Expire Date: 08/15/2026
Workers' Compensation History

Miscellaneous Information

- 04/04/2024 - LICENSE REISSUED TO ANOTHER ENTITY

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2000001284 - SAVI Construction Inc

Customer Account Lookup

PWCR

2000001284

Contractor Status

DIR Approved

CSLB

1116157

Business Phone

8058893547

Ext

Registration Start Date

2025-07-01

Legal Entity Name

SAVI Construction Inc

Doing Business As (DBA)

Business Structure

-- None --

President

Ramesh Bachuvala

Email

contactsavi247@gmail.com

Registration End Date

2026-06-30

Crafts

General Engineering

Address

Mailing Address

6725 Birmingham Dr

Mailing Address - City

Chino

Mailing Address - State

CA

Mailing Address - Zip

91710

Mailing Address - Country

United States

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

Related Lists

Registration Dates 2

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DLSE Debarments

NOT LISTED ON STATE DEBARMENT LIST

The following is a list of contractors barred from bidding on, accepting, or performing any public works contracts, either as a contractor or subcontractor. Please refer to the "Period of Debarment" for status of debarment period as noted below:

As part of your due diligence, we suggest that you also check:

- Contractor status at the Contractors State License Board (CSLB)
- The Federal debarment list at the Excluded Parties List System

Name of contractor	Period of debarment
MILES CONSTRUCTION GROUP, INC., a California Corporation; COLTON JAMES WHITE, an individual and in his capacity as Chief Executive Officer and Responsible Managing Employee of MILES CONSTRUCTION GROUP, INC. CSLB License Number: 976339.	**7/23/2025 through 7/23/2028** Decision 40-63204
UNIQUE CONSTRUCTION & DEVELOPMENT, INC.; CHONG GIL LEE, an individual and CEO of UNIQUE CONSTRUCTION & DEVELOPMENT, INC.; and JAMES LEE, an individual and CFO of UNIQUE CONSTRUCTION & DEVELOPMENT, INC. CSLB License Number: 830772.	**7/1/2025 through 7/1/2028** Decision 40-76516-977
MICHAEL FLOORING, INC.; BENNY MICHAEL CSLB License Number: 874947	**9/13/24 thr** Decision SC 7278 The debarment order is curr stayed by order of the Kern C

How can we help you today?

	Superior Court
TOBO CONSTRUCTION, INC.; JIMI WAN CHAE; MONICA SHIUN OH; KYUNG JIN YOON, CSLB License Number: 758012	**5/10/2023 through 5/10/2026** Decision SC 7250
G M Climate Control, Inc. CSLB License Number: 967267	**3/2/2023 through 9/2/2024** Decision 40-71536-603
MINAKO AMERICA CORPORATION DBA MINCO CONSTRUCTION; AND REFAAT HILMAY MINA, CSLB License Number: 612429	**9/27/2021 through 9/26/2022** Decision LB 6333
GRFCO, INC. DBA ONSITE KRUSHING; GARCIA JUAREZ CONSTRUCTION, INC.; GEORGE ROBERT FROST; AND JAMES CRAIG JACKSON CSLB License Number: 291013 and 84801	**5/21/2021 through 5/20/2024** Decision LB 6629
ECS CONTRACTORS, INC. dba ECS ELECTRIC, INC.; UMAR KHALID RANA, an indvidual and CEO/RMO of ECS CONTRACTORS, INC.; and KANWAL SAJJAD RANA, an indvidual and RMO of ECS CONTRACTORS, INC. CSLB License Number: 975222	**3/1/2020 through 3/1/2023** Decision LB 5590

Avi Shechter, Individually **DBA Avi Shechter** CSLB Number: 908891 and 1018353	**5/6/2019 through 5/5/2022** Decision LB 6328
Patrick Kim, Individually **DBA Ritecon Plumbing** CSLB Number: 991018	**8/21/2018 through 8/20/2019** Decision LB 6762
Bighorn Construction, Inc. CSLB Number: 597866	**5/5/2018 through 5/4/2021** Decision LB 6658
Doug Parks, Individually dba **Doug Parks and Son Plumbing** CSLB Number: 411825	**10/11/2017 through 10/10/2019** Decision SC 5807
Worthington Construction, Inc.; **Dale Worthington, an individual and CEO/RMO of Worthington Construction, Inc.; and,** **Holi Jeanne Worthington, an individual and Officer of Worthington Construction** CSLB Number: 714836	**6/15/2018 through 9/16/2019** Decision LB 5267
RMV Construction, Inc., A California Corporation; and Robert **Michael Vasil II a.k.a. Robert Michael Vasil a.k.a. Mike Vasil, an Individual and CEO/RMO President of RMV** **Construction, Inc.** CSLB Number: 892389	**4/1/2017 through 8/18/2018** Decision LB 5266

Gewargis Youkhanis Narso, an individual dba GEHVAC and Technologies, a sole proprietorship, And GEHVAC Co., a sole proprietorship CSLB Number: 899312 and 1013848	**2/1/2017 through 1/31/2020** Decision 40-48480-516
Joseph Brothers Enterprise, Inc.; Ken Joseph Individually and as CEO CSLB Number: 849169	**4/3/2018 through 10/3/2019** Decision SC 6390
Dave Cook Concrete Construction, Inc., and David William Cook 34231 Camino Capistrano #102 Capistrano Beach, CA 92624-1189 CSLB Number: 461897	**3/1/2017 through 2/29/2020** Decision LB 6207
Bannaoun Engineers Constructors Corporation; Omar Maloof, An Individual P.O. Box 16599 Beverly Hills, CA 90209-2599 CSLB Number: 827829	**05/12/17 through 05/11/20** Decision SC 5517
Evans Roofing Co., Inc. 2020 South Yale Street Santa Ana, CA 92706 CSLB Number: 610549	**10/31/16 through 10/30/19** Decision LB 6270
Guillermo Ibaibarriaga dba Sierra Nevada Stucco and 2K Roofing Sierra Nevada Stucco P.O. Box 8472 Reno, NV 89502 CSLB Number: 915812	**05/14/17 thro** Decision S

2K Roofing 820 Kuenzli Street Reno, NV 89502 CSLB Number: 954551	
Del Norte Construction, And Trinidad Manuel Canales, an Individual PO Box 5101 Oxnard, CA 93030 5020 Wooley Rd. Oxnard, CA 93030 CSLB Number: #945723	**6/01/16 through 5/31/17** Decision LB 5533
Diversified Building & Electric Company, Inc. 409 Tennant Station Morgan Hill, CA 95037 **Denis Andrew Maris**, Individually and Doing Business as **Diversified Electric Company** CSLB Number: #765312	**2/15/16 through 8/15/17** Decision SC 5714
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 **Rogelio Medina Vazquez.**, an individual and in his capacity as Responsible Managing Officer of **FAST DEMOLITION, INC.**	**4/1/44 through 3/31/47** Decision LB5742 **4/1/41 through 3/31/44** Decision LB5665 **4/1/36 thro[illegible]** Decision **4/1/33 thro** Decision **4/1/33 through 3/31/3[illegible]** Decision LB5739

	4/1/24 through 3/31/27 Decision LB5741 4/1/30 through 3/31/33 Decision LB5743 4/1/27 through 3/31/30 Decision LB5666 4/1/21 through 3/31/24 Decision LB5667 4/1/18 through 3/31/21 Decision LB5668 4/01/15 through 3/31/18 Decision LB5345
Amerivet Plumbing, Inc.; Walter Edward Jacob Kuhlmann III, Individually And dba Amerivet Plumbing Services CSLB Number: #969048 and #919761	8/6/15 through 8/5/18 Decision SC 5756
Ultimate Inc., And, Enrique Vera, an Individual PO Box 571117 Tarzana, CA 91356-1117 CSLB Number: #949229	12/1/15 through 11/30/18 Decision LB 5655 & LBS659
Travioli Construction, Inc. PO Box 231 Visalia, CA 93274 CSLB Number: #936832	9/11/15 through 3/10/17 Decision SC 5800

Integrity Sheet Metal, Inc. 319 McArthur Way Upland, CA 91786 CSLB #726770 **William Ben Hicks**, an individual; **Margaret Mary Hicks**, an individual	**2/01/15 through 1/31/18** Decision LB 5596
L A Builders, Inc., a California Corporation 15635 Saticoy Street, #H Van Nuys, CA 91406 CSLB #748591 **Alon Gamliel**, an individual	**2/01/15 through 1/31/18** Decision LB5 171
USA Wall Systems, Inc. 8309 Sunshine Lane Riverside, CA 92508 CSLB #929610 **Edward Eugene Brammer**, an individual and in his capacity as President/CEO/RMO	**4/01/15 through 3/31/18** Decision LB 5323
Daughter Construction **formerly dba Hy Carpentry Construction** 15407 Thornlake Avenue Norwalk, CA 90650 CSLB #979297 **Sharon Jin Yoo**, an individual; **Dae Hyun Yoo**, an individual and in his capacity as manager/supervisor for Sharon Jin Yoo and in his capacity as General Partner for HY Construction, a General Partnership.	**4/01/15 through 3/31/18** Decision LB 5466, LB5467, LB5468 & LB5520
RDA Construction, Inc. 1692 W. Bullard Ave.,	**12/15/14 through 12/14/16** Decision 40-40508-522 & 44-

Fresno, CA 93711 CSLB# 383306	40509-522
Titan Electrical Construction, Inc. Lucas Oliver Stickney, an individual Jamie Noel Furr, an individual 630 Natoma Street San Francisco, CA 94103 CSLB# 919516	**11/3/14 through 11/2/17** Decision SC 5539
Ramos Painting Carlos Ray Ramos, an individual P.O. Box 3871 Paso Robles, CA 93447 CSLB# 753575	**11/3/14 through 11/2/15** Decision SC 5518
Dick Emard Electric. dba Emard Electric Luke Richard Emard, an individual and RMO 5930 Key Court, Suite A Loomis, CA 95650 CSLB# 794007	**11/3/14 thorough 11/2/17** Decision SC 5521
Nixon Electric Gordon Fulton Nixon, an individual 5624 Faust Ave. Woodland Hills, CA 91367 CSLB# 796802	**8/1/14 through 7/31/17** Decision LB 4495
Neris General Contractors, a California Corporation Efren Neri, an individual Servando Neri, an individual Rebeca Neri, an individual Luis Abelardo Castro, an individual 6087 California Ave. Long Beach, CA 90805 CSLB# 797967	**2/28/14 through 2/27/17** Decision LB 4 LB45

Southland Construction Reza Mohammedi, an individual 3943 Irvine Blvd., #405, Irvine, CA 92602 CSLB# 663784 (expired)	**10/14/14 through 10/13/17** Decision SAC 5492
National Drywall Corporation, **A Dissolved California Corporation** 603 S. Milliken Avenue, Suite F Ontario, CA 91761 CSLB #834335 **Miguel Contreras, an Individual and** **Responsible Managing Officer/CEO/President** **Dora Maria Contreras, an Individual and** **Agent/Officer of the Corporation**	**8/4/14 through 8/3/17** Decision SAC 5506
Tadros & Youssef Construction, Inc. **Kamel Shaker Tadros & Makram Youssef Youssef,** **Individually** 1221 E 8th Street, Unit A, Upland, CA 91786 CSLB# 698182 (expired)	**5/10/14 through 5/9/17** Decision SAC 5308
Serenity Fire Protection 417 S. Associated Road, Brea, CA 92821 CSLB# 902927	**5/1/14 through 4/30/17** Decision LB 4202
Don Kelly Construction , Inc. **Don Kelly, Individual and Lisa Kelly, Individual** 171 Northview Ridge Lane, P.O. Box 10760, Bozeman, MT 59719	**3/25/14 through 3/24/17** Decision L
Aldan, Inc. P.O. Box 9428, Brea, CA 92822	**2/28/14 through 2/27/17** Decision LB5175

CSLB #949229	
Russell/Thompson, Inc. **James Jean Russell & Valery Alena Thompson, Individually** 4684 Oak Glen Dr., Redding, CA 96001 CSLB# 915036 (revoked)	**10/31/13 through 10/31/16** Decision SC 5309
Ayodejia A. Ogundare, Individual **Dba Pacific Engineering Company** 6310 Stewart Way, Bakersfield, CA 93308 CLSB#710322	**5/15/2013 through 5/15/2014** Decision SAC 1039
Wallcrete Industries, Inc.; Garit David Wallace and Amber Anderson, Individuals 400 Kansas, Redlands, CA 92373 CSLB#834220	**7/29/12 through 7/28/15** Decision SAC 5175
FEI Enterprises, Inc **Gabriel Fedida, Individual** 5749 Venice Blvd., Los Angeles, CA 90019 CSLB#659252	**6/14/12 through 6/13/15** Decision SC 5198
Jeffrey Alan Mott and Michelle Mott, individuals **Dda Integrity Landscape** 3756 Independence Avenue Sanger, CA 93637 CSLB#774222	**3/29/12 through 3/28/15** Decision SC 5160
Jensen Drywall & Stucco **Jeffrey E. Jensen** 3714 Lynda Place	**3/31/11 through 3/30/13** Decision SC 5095

National City, CA 91950-8121 CSB # 664168 Exp. 2/18/11 (expired)	
All West Construction, Inc. **Donald Kent Russell** 495 N. Marks Ave. Fresno, CA 93706 CSB # 592321 Exp. 4/3/12 (suspended)	**3/31/11 through 3/30/13** Decision se 5013
Country Builders, Inc. **Weldon Offill, individually** 5915 Graham Ct. Livermore, CA 94550 CSB # 699574 Exp. 11/30/12 (active)	**3/1/11 through 2/28/14** Decision SC 5053 Addendum SC 5053
Sutter Foam & Coating, Inc. 909 A. George Washington Yuba City, CA 95993 CSB # 732014 Exp. 1/31/09 (inactive) **David Alvin Trexler, an individual** 909 A. George Washington Yuba City, CA 95993 **Kenneth A. Trexler, an individual** 2603 Lago Lane Marysville, CA 95901	**7/1/10 through 6/30/13** Decision SAC 5012
Soo Dong Kim, an individual, **dba Soo Kim Electric Company** 16224 Ridgeview Lane La Mirada, CA 90638 CSB # 568103 Exp. 8/1/09 (inactive) **Hyo Nam Jung, an individual,** **dba Lucid Electric** 18621 Well Street	**4/19/10 through 4/18/13** Decision SAC 1064

Rowland Heights, CA 91748 CSB # 914692 Exp. 4/3/10	
Southwest Grading, **dba Southwest Grading Services, Inc.,** 22031 Waite Street Wildomar, CA 92595 **David Walter Cholewinski, an individual** 22031 Waite Street Wildomar, A 92595 29970 Technology Drive, Ste. 205 Murrieta, CA 92563 CSB #840416 Exp. 6/30/10	**3/18/10 through 3/17/13** Decision SAC 1058
S.J. Cimino Electric, Inc., a California corporation, 3267 Dutton Ave. Santa Rosa, CA 95404 **Salvatore Joseph Cimino, RMO, CEO and President of S.J. Cimino Electric, Inc. and sole owner of S.J. Cimino Electric, an individual** 5825 Heights Rd. Santa Rosa, CA 95401 CSB #343802 Exp. 2/28/10 CSB #294141 Exp. 9/30/13 (inactive)	**10/15/09 through 10/14/12** Decision SAC 1052
Cedar Development Corporation **Serghon Gabriel Afram, individually** 12477 Feather Dr Mira Loma, CA 91752 CSB # 839898 Exp. 6/30/10 (suspended)	**8/5/09 through 8/4/12** Decision SAC 1042
All Floors Commercial and Residential Flooring, Inc. **Salvador Elias Perea, individually** 750 E. McGlincy Lane, #103 Campbell, CA 95008 CSB #430969 Exp. 7/31/09	**5/14/09 thr** Decision S

1-AMD Construction, Inc.
Alberto Mordoki, individually
Mirella Mordoki, individually
5300 Beach Blvd., Suite 110-416
Buena Park, CA 90621
CSB #787533, revoked

3/16/09 through 3/15/12
Decision SAC1037

Updated: July 2025

An official website of the United States government Here's how you know

Scheduled SAM Maintenance
Jan 12, 2026
SAM.gov will undergo planned maintenance on Saturday, January 17th, 2025 from 8:00 AM to 1:00 PM EST. Users in SAM.gov will be unable to complete Entity Registrations and Exclusions during this window. Thank you for your understanding.

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e.g. 123456789, Smith Corp

SAVI CONSTRUCTION ×

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Exclusion Type
Exclusion Program
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Dates

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BID PROPOSAL

WORK IDENTIFICATION: **CDBG-FUNDED CURB RAMP IMPROVEMENTS PROJECT FY 2025-2026, PLAN NO. 1402.**

NAME OF BIDDER: **SAVI Construction Inc.**

CA. CONTRACTOR'S LICENSE: **1116157** (No.) **A** (Class) **04/30/2026** (Termination Date)

PWC REGISTRATION (DIR): **2000001284** (No.) **Chino** (City) **06/30/2026** (Expiration Date)

1. Proposal

(a) Bidder has examined copies of all the Contract Documents, including without limitation the Agreement wherein each of the other Contract Documents is identified, and accepts all the terms and conditions thereof.

(b) Bidder proposes and agrees, if this bid is accepted, to enter into an agreement with City in the form included in the Contract Documents to complete all work as specified in the Agreement for the contract price and within the contract time indicated in this bid and in accordance with the Contract Documents.

(c) This bid will remain open and not be withdrawn for the period specified in the Instructions to Bidders. If awarded the bid, bidder will sign the Agreement and submit the bonds, certificates and other documents required by the Contract Documents within fifteen (15) days after the date of the award of the contract by the City Council.

(d) Bidder has examined the site and locality where the work is to be performed and the legal requirements and conditions affecting the cost, progress and performance of the work in strict accordance with the Contract Documents.

(e) Bidder has included page 5 of 10 of the General Conditions initialed by the contractor at paragraph 4.03 Liquidated Damages.

2. Bid

Bidder agrees to construct and complete, ready for use, all work as required and made necessary by the Contract Documents for the sum of **Two hundred twenty-seven thousand six hundred dollars** dollars ($**$227.600**).

If the Contract Documents include a Unit Price List, Bidder acknowledges that the total bid sum shown in this paragraph 2 and the estimated quantities and amounts shown on the Unit Price List are for purposes of comparison of bids only. Bidder also acknowledges that the City does not expressly or by implication agree that the actual amount of work shall correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or expedient by the Engineer and that final payment shall be made at the unit prices bid, upon the basis of actual measured quantities as the same may be finally determined by the City Engineer.

Bidder acknowledges that the total bid sum shown in this paragraph 2, and all sums shown on any Unit Price List attached hereto, includes (i) all labor, materials, tools, equipment and services and all taxes, insurance, other general expenses, overhead and profit and (ii) all trenching, backfilling, grading, excavation and fill, resurfacing of every character, grubbing and clearing and removal of all obstructions necessary for the doing of the work, the preservation of existing structures, shrubs, and trees, where required, and the shoring, bridging and bracing required and incident to the doing of the work, together with all fittings and joints, of every

character, connected in place, area clean-up, traffic protection, and the reconstruction and severances required in the doing of the work.

3. Schedule

Bidder understands that early completion is important to the City. Therefore, time being of the essence, bidder proposes that the work will be commenced and will be completed within the time specified in Article 13 of the Instruction to Bidders.

4. Addenda

Bidder acknowledges receipt of Addenda identified as: **NA**

5. Bidder Information

(a) Bidder has **2** years of experience as a contractor in construction work.

(b) Bidder has recently completed the three (3) following construction works:

Contract Amount	Class of Work	Date Completed	Name & Address of Owner
$125,000	**On call Concrete Maintenance**	**September 2025**	**City of La Quinta David Eastlick 760.668.0710**
$160,000	**ADA Ramps**	**July - Aug 2025**	**City of Laguna Niguel, CA Angel Fuertes, PE, 949-212-6990**
$248,800	**ADA Ramps**	**July 2025**	**Quang Le, P.E. - City of Aliso Viejo, California 949-425-2531**

6. Designation of Subcontractors

In compliance with the Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4100 et seq., listed below is each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or will specifically fabricate and install a portion of the work in an amount in excess of one half of one (0.5%) percent of the total bid.

In the case of bids or offers for the construction of streets or highways, including bridges, listed below is each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or will specifically fabricate and install a portion of the work in an amount in excess of one half of one percent (0.5%) of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater.

Also listed below is the portion of the work which will be done by each subcontractor. (List only one subcontractor for each portion of the work as defined by the bidder in this bid.) [P.C.C. Section 4100 et seq.,]

Subcontractor Name & PWC registration #	Location of work	Portion of work
NA	**NA**	**NA**

7. Attachments

The following documents, signed in accordance with Article 12 of the Instructions to Bidders, are attached to, and made a part of, this bid:

(a) Non Collusion Affidavit, as required by Public Contract Code Section 7106 and made a part of this Bid Proposal at page 5
(b) Required Bid Security in the form of _____
(c) Unit Price List
(d) Page 5 of the General Conditions initialed by the Contractor at Paragraph 4.03 Liquidated Damages
(e) Federally Required CDBG Forms
(f) Full Section 3 Forms Packet & Acknowledgement

Dated this **5th** day of **January**, 20**25**.

IF BIDDER IS:

An Individual

By **NA**, (Individual's Name)

doing business as _____

Business address: _____

_____

Phone No.: (_____) _____

A Partnership

NA (Firm Name)

By _____ (General Partner) (Title)

Business address: _____

Phone No.: (_____) _____

A Corporation

SAVI Construction Inc. (Corporation Name) — **California** (State of Incorporation)

By **Ramesh Bachuvala** (Person Authorized to Sign) — **President** (Title)

(Corporate Seal)

Attest **Ramesh Bachuvala** (Secretary)

Business address: **6725 Birmingham Dr, Chino, CA 91710**

Phone No.: (**805**) **889-3547**

A Joint Venture

By _____
(Name)

_____
(Address & Phone No.)

By _____
(Name)

_____
(Address & Phone No.)

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California

ss.

County of Los Angeles

Ramesh Bachuvala, being first duly sworn, deposes and says that he or she is **President** of **SAVI Construction Inc.**, the party making the foregoing bid, 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, 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.

[P.C.C. Section 7106]

End Section III - Proposal (Part 1)

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 Los Angeles)

On 3rd Jan 2026 before me, Rajalaxmi. Chilukuri; Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Ramesh Bachuvala
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.

RAJALAXMI CHILUKURI
COMM # 2401992
Los Angeles County
California Notary Public
Comm Exp Apr. 25, 2026

Signature Rajalaxmi
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: 01/03/26 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: _____

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Unit Price List

WORK IDENTIFICATION: **CDBG-FUNDED CURB RAMP IMPROVEMENTS PROJECT FY 2025-2026, Plan No. 1402.**

NAME OF BIDDER: **SAVI Construction Inc.**

ADDRESS: **6725 Birmingham Dr, Chino, CA 91710** PHONE NO: **805 889-3547**

CA. CONTRACTOR'S LICENSE: **1116157** (No.) **A** (Class) **04/30/2026** (Termination Date)

PWC REGISTRATION (D.I.R.) **2000001284** (No.) **Chino** (City) **06/30/2026** (Expiration Date)

Bid Schedule:

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization & De-Mobilization	1	LS.	$ **2,000**	$ **2,000**
2	Traffic Control	1	LS.	$ **2,000**	$ **2,000**
3	Remove existing concrete improvements and construct curb ramp per SPPWC STD. Plan 111-5. Install ADA-compliant truncated domes on newly constructed curb ramps. *	26	EA.	$ **4,300**	$ **111,800**
4	Remove & replace 4" thick PCC sidewalk per City of Glendora SD&S 1.02.**	8,000	SF.	$ **10**	$ **80,000**
5	Grind existing sidewalk joint flush with adjoining panels. **	100	LF.	$ **30**	$ **3,000**
6	Install ADA-compliant truncated domes on existing curb ramps.	9	EA.	$ **700**	$ **6,300**
A.1	Remove and replace existing curb ramps per SPPWC STD. Plan 111-5. Install ADA-compliant truncated domes on newly constructed curb ramps.*	5	EA.	$ **4,500**	$ **22,500**

***** Curb ramp type to be determined in the field.
** The City Engineer, or their representative, will walk the project site with the Contractor to determine final locations & quantities.

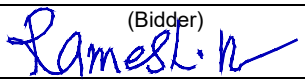
GRAND TOTAL PROJECT BID COST: **$ 227,600**

Two hundred twenty-seven thousand six hundred dollars
In Words

The City has the option to reject all bids with or without cause. The City also has the option to remove bid items at its discretion. If the City chooses to remove bid items, no bid price adjustment will be allowed.

SAVI Construction Inc.

(Bidder)

By: 

(Signature)

President

(Title)

01/05/2026

(Date)

NOTE:
In case of error in extension of price into Total Price Column, the Unit Price will govern.

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, SAVI Construction Inc (hereinafter "Contractor") intends to submit a bid to the City of Glendora, California, a municipal corporation, (hereinafter "City") for the work identified as follows:

CDBG-FUNDED CURB RAMP IMPROVEMENTS PROJECT FY 2025-2026, Plan No. 1402.

NOW, THEREFORE, we, the Contractor, as Principal, and a corporation organized and existing under the laws of the State of California and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bond unto the City, as Obligee,

in the sum of Ten Percent of the Total Bid Amount dollars ($ 10% of Bid Amount) lawful money of the United States of America, said sum being not less than ten (10) percent of the bid amount for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the said Obligee shall accept the bid of the said Principal and said Principal shall enter into an Agreement with said Obligee in accordance with the terms of the bid and shall give therewith such bonds, certificates and other documents as may be required in the Notice Inviting Bids or the other Contract Documents or in the event of the failure of said Principal to enter such Agreement and give any such bond, certificate or other document, if said Principal shall pay to said Obligee the difference not to exceed the penalty thereof between the amount specified in said bid and such larger amount for which said Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. In case suit is brought upon this bond, the court shall fix and award and the surety shall pay, in addition to the face amount hereof, costs and reasonable attorney's fees incurred by the City in successfully enforcing said obligation.

IN WITNESS THEREOF, we have hereunto set our hands and seal this 16th day of December, 2025.

(Corporate Seal)

SAVI Construction Inc
(Principal)

By _____ President
Title

(Corporate Seal)

Old Republic Surety Company
(Surety)

By _____ Attorney-In-Fact
Irene Luong Title

[P.C.C. Sections 20170, 20171]

End Section IV - Bid Bond

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 Los Angeles)

On 3rd Jan 2026 before me, Rajalaxmi. chilukuri; Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Ramesh Bachuvala
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.

RAJALAXMI CHILUKURI
COMM # 2401992
Los Angeles County
California Notary Public
Comm Exp Apr. 25, 2026

Signature Rajalaxmi
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: Bid Bond
Document Date: 01/3/26 Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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CALIFORNIA 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 DEC 1 6 2025 before me, J. Smith, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Irene Luong
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.

J. SMITH
Notary Public - California
Orange County
Commission # 2536574
My Comm. Expires Oct 24, 2029

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 J. Smith
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer – Title(s):	☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer is Representing:	Signer is Representing:

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OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

James W. Moilanen, Yung T. Mullick, Irene Luong, Emilie Young, P. Austin Neff, Christine Woolford, Danielle Hanson

Alexander R. Holsheimer, Thao Luu of Mission Viejo, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 24th day of September, 2024.

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 24th day of September, 2024, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74 9092

Signed and sealed at the City of Brookfield, WI this 16th day of December, 2025.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

Bond Exchange

№ 5410

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

Old Republic Surety Company

of Brookfield, Wisconsin *, organized under the laws of* Wisconsin *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

SURETY, LIABILITY and MISCELLANEOUS

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the* 14th *day of* December, 19 90, *I have hereunto set my hand and caused my official seal to be affixed this* 14th *day of* December, 19 90.

INSURANCE COMMISSIONER STATE OF CALIFORNIA

ROXANI M. GILLESPIE
Insurance Commissioner

By VICTORIA S. SIDBURY
Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

SECTION 3 ACKNOWLEDGEMENT AND COMPLIANCE STATEMENT

TO BE SUBMITTED WITH BID

I acknowledge that I have received, reviewed, and understood the City of Glendora Section 3 Forms Packet, including all requirements related to Section 3 Worker certifications, Targeted Section 3 Worker certifications, Section 3 Business Concern self-certification, and the Contractor Monthly Worker Hours Report.

I understand that:

- This project is subject to Section 3 requirements under 24 CFR Part 75, as described in the attached packet.
- As the awarded contractor, I am responsible for ensuring full compliance with all Section 3 reporting, documentation, and qualitative/quantitative effort requirements.
- All required worker certifications, business certifications, and monthly labor hour reports must be completed and submitted to the City of Glendora for the duration of the contract.
- Failure to comply with Section 3 requirements may result in corrective action, contract impacts, or other remedies as outlined in HUD regulations and the City's Section 3 Plan.

By signing below, I agree to comply with all Section 3 obligations applicable to this project and to ensure that subcontractors under my contract also comply with these requirements.

Contractor Name: SAVI Construction Inc.

Project Name: CDBG Funded Curb Ramps Improvements Project

Authorized Representative: Ramesh Bachuvala

Title: President

Signature: Ramesh N

Date: 01/05/2025

EXHIBIT 6

Worker's Compensation Certification

01/05/2026	CDBG-FUNDED CURB RAMP IMPROVEMENTS PROJECT FY 2025-2026	Plan No. 1402
DATE	PROJECT NAME	PROJECT NUMBER

SAVI Construction Inc.	
COMPANY NAME	PHONE

6725 Birmingham Dr, Chino, CA 91710
COMPANY ADDRESS

I certify, by signature below, that I am 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 I will comply with such provisions before commencing the performance of the work of this contract.

Ramesh Bachuvala	President
AUTHORIZED OFFICIAL NAME	AUTHORIZED OFFICIAL TITLE/CAPACITY
Ramesh B.	01/05/2026
AUTHORIZED OFFICIAL SIGNATURE	DATE

EXHIBIT 7

List of Proposed Subcontractors or Sub-Tier Contractors

CDBG-FUNDED CURB RAMP IMPROVEMENTS PROJECT FY 2025-2026	Plan No. 1402	City of Glendora
PROJECT NAME	PROJECT NUMBER	AWARDING AGENCY
SAVI Construction Inc.		805 889-3547
COMPANY NAME	BID/CONTRACT/SUBCONTRACT DOLLAR AMOUNT	PHONE NUMBER
6725 Birmingham Dr, Chino, CA 91710		NA
COMPANY ADDRESS		FAX NUMBER

1116157	99-1544486	UEI: WQZKBCMLMY25	contactsavi247@gmail.com
LICENSE NUMBER	EMPLOYER IDENTIFICATION NUMBER	DUNS NUMBER	E-MAIL

Contractor must list all subcontracts or sub-tier contracts involving labor at the site of construction, regardless of dollar amount or percentage of bid

Sub or Sub-tier Contractor's: Name, Address, and Telephone Number	Contractor License Number	Employer Identification Number	DUNS Number	Contract Amount	Estimated Start Date	Estimated Completion Date	Trade(s) to be Used
NA							

Ramesh Bachuvala	President	Ramesh.n	01/05/2026
AUTHORIZED OFFICIAL NAME	AUTHORIZED OFFICIAL TITLE/CAPACITY	AUTHORIZED OFFICIAL SIGNATURE	DATE

EXHIBIT 8

Certification of Understanding and Authorization

CDBG-FUNDED CURB RAMP IMPROVEMENTS PROJECT FY 2025-2026	City of Glendora
PROJECT NAME/NUMBER **Plan No. 1402**	AWARDING AGENCY

SAVI Construction Inc.
COMPANY NAME

6725 Birmingham Dr, Chino, CA 91710
COMPANY ADDRESS

1116157	99-1544486	UEI: WQZKBCMLMY25
LICENSE NUMBER	EMPLOYER IDENTIFICATION NUMBER	DUNS NUMBER

This is to certify that the principal(s), and the authorized payroll officer listed below, have read the "Contractor's Guide to Prevailing Wage Requirements for Federally Assisted Construction" and the Federal Labor Standards Provisions (HUD-4010 form) and that both parties understand these requirements.

The following person is designated as the payroll officer for the company and is authorized to sign the Statement of Compliance that will accompany each weekly Certified Payroll Report for the project:

PAYROLL OFFICER: (Individual Responsible for Signing Statements of Compliance)

Ramesh Bachuvala	Payroll Officer
NAME	TITLE
Ramesh.n	01/05/2026
SIGNAURE	DATE

PRINCIPAL OWNER / GENERAL PARTNER: (Listed on CSLB Personnel List)

Ramesh Bachuvala	President
NAME	TITLE
Ramesh.n	01/05/2026
SIGNAURE	DATE

EXHIBIT 9

Request for Additional Classification and Rate

(Next Page)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
REPORT OF ADDITIONAL CLASSIFICATION AND RATE

HUD FORM 4230A
OMB Approval Number 2501-0011
(Exp. 01/31/2010)

1. FROM (name and address of requesting agency)	2. PROJECT NAME AND NUMBER
SAVI Construction Inc. **6725 Birmingham Dr, Chino, CA 91710**	**CDBG-FUNDED CURB RAMP IMPROVEMENTS PROJECT FY 2025-2026** **Plan No. 1402**
	3. LOCATION OF PROJECT (City, County and State) **Various locations with in City of Glendora**
4. BRIEF DESCRIPTION OF PROJECT **Construction of ADA Ramps and sidewalk**	5. CHARACTER OF CONSTRUCTION ☐ Building ☐ Residential ☒ Heavy ☐ Other (specify) ☒ Highway
6. WAGE DECISION NO. (include modification number, if any) ☐ COPY ATTACHED **CA20250022**	7. WAGE DECISION EFFECTIVE DATE **11/28/2025**

8. WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
Laborer	**$46.48**	**$28.61**
Cement Mason	**$47.70**	**$29.83**

9. PRIME CONTRACTOR (name, address)	10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)
SAVI Construction Inc. **6725 Birmingham Dr, Chino, CA 91710**	**NA**

Check All That Apply:

☐ The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.

☒ The proposed classification is utilized in the area by the construction industry.

☐ The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.

☐ The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).

☐ Supporting documentation attached, including applicable wage decision.

Check One:

☐ **Approved, meets all criteria. DOL confirmation requested.**

☐ **One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.**

Agency Representative *(Typed name and signature)* *Date* *Phone Number*	FOR HUD USE ONLY LR2000: Log in: Log out:

HUD-4230A (8-03) PREVIOUS EDITION IS OBSOLETE

EXHIBIT 10

Non-Segregated Facilities Certification

CDBG-FUNDED CURB RAMP IMPROVEMENTS PROJECT FY 2025-2026	Plan No. 1402	
PROJECT NAME	PROJECT NUMBER	BID/CONTRACT DOLLAR AMOUNT

SAVI Construction Inc.

COMPANY NAME

6725 Birmingham Dr, Chino, CA 91710

COMPANY ADDRESS

1116157	99-1544486	UEI: WQZKBCMLMY25
LICENSE NUMBER	EMPLOYER IDENTIFICATION NUMBER	DUNS NUMBER

The federally-assisted construction contractor certifies that he/she does not and will not:

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.

2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The federally-assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Ramesh Bachuvala	President
AUTHORIZED OFFICIAL NAME	AUTHORIZED OFFICIAL TITLE/CAPACITY
Ramesh.n	01/05/2026
AUTHORIZED OFFICIAL SIGNATURE	DATE

EXHIBIT 11

Past Performance Certification

CDBG-FUNDED CURB RAMP IMPROVEMENTS PROJECT FY 2025-2026 | **Plan No. 1402** |
PROJECT NAME | PROJECT NUMBER | NUMBER OF EMPLOYEES

SAVI Construction Inc.
COMPANY NAME

6725 Birmingham Dr, Chino, CA 91710
COMPANY ADDRESS

1116157 | **99-1544486** | **UEI: WQZKBCMLMY25**
LICENSE NUMBER | EMPLOYER IDENTIFICATION NUMBER | DUNS NUMBER

The ☐ bidder, ☐ proposed sub-contractor, hereby certifies that he/she ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she ☐ has, ☐ has not, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Ramesh Bachuvala | **President**
AUTHORIZED OFFICIAL NAME | AUTHORIZED OFFICIAL TITLE/CAPACITY

Ramesh.n | **01/05/2026**
AUTHORIZED OFFICIAL SIGNATURE | DATE

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of $10,000 or under are exempt). Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SF-100 (EEO-1) must be filed by:

(A) All private employers who are:
- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
- (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who:
- (1) Are not exempt as provided for by 41 CFR 60-1.5
- (2) Have 50 or more employees, and
  - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to $50,000 or more; or
  - b. Serve as a depository of Government funds in any amount, or
  - c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

EXHIBIT 12

Notice of Equal Employment Opportunity

TO: **NA - Non Union Contractor**
NAME OF LABOR UNION, WORKERS REPRESENTATIVE, ETC.

ADDRESS

CDBG-FUNDED CURB RAMP IMPROVEMENTS PROJECT FY 2025-2026
PROJECT NAME

Plan No. 1402
PROJECT NUMBER

BID/CONTRACT DOLLAR AMOUNT

SAVI Construction Inc.
COMPANY NAME

6725 Birmingham Dr, Chino, CA 91710
COMPANY ADDRESS

1116157
LICENSE NUMBER

99-1544486
EMPLOYER IDENTIFICATION NUMBER

UEI: WQZKBCMLMY25
DUNS NUMBER

The Undersigned currently holds a contract with **City of Glendora** involving funds of the U. S. Government, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Ramesh Bachuvala
AUTHORIZED OFFICIAL NAME

President
AUTHORIZED OFFICIAL TITLE/CAPACITY

Ramesh N
AUTHORIZED OFFICIAL SIGNATURE

01/05/2026
DATE

EXHIBIT 13

Minority and Women's Business Enterprise Tiered Compliance Plan

THIS PLAN MUST BE SUBMITTED WITH YOUR BID FOR THIS FEDERALLY-FUNDED CONTRACT OPPORTUNITY

PART 1

01/05/2026	CDBG-FUNDED CURB RAMP IMPROVEMENTS PROJECT FY 2025-2026	Plan No. 1402
DATE	PROJECT NAME	PROJECT NUMBER

SAVI Construction Inc.	805 889-3547
FIRM NAME	PHONE

6725 Birmingham Dr, Chino, CA 91710
BUSINESS ADDRESS

TYPE OF FIRM:
(Check One and Provide Information)

☐ Individual — Name of Owner _____
☒ Corporation — State of Incorporation: California
☐ Partnership — Indicate General "G", Limited "L": _____
Name of Partners: _____
☐ Joint Venture — Joint Venture Participants: _____

Number of year(s) firm has been in business under present ownership: _____

OWNERSHIP DEMOGRAPHICS:
(Provide the number of owners by category and the percentage of ownership interest of those individuals by category)

	Black	Hispanic	Alaskan Native/ American Indian	Asian/ Pacific Islander	White	Women
Number				X		
% of Assets Owned				100%		

OWNERSHIP INFORMATION:
(List each owner of the firm that has 5 percent or more of the shares in the firm)

Name	Race	Sex	Years of Ownership	Ownership Percentage	Voting Percentage
Ramesh Bachuvala	Asian	M	2	100%	100%

I certify that the information provided herein is true and correct.

Federal EIN: 99-1544486
License Number: 1116157
DUNS Number: UEI: WQZKBCMLMY25

Ramesh. B
SIGNATURE

01/05/2026
DATE

IF MORE THAN 50% MINORITY OR WOMEN OWNED, PROCEED TO PART 3.
IF LESS, PROCEED TO PART 2 AND PROVIDE INFORMATION ON SUBCONTRACTS AWARDED TO MBE/WBE FIRMS.

PART 2

MBE AND WBE SUBCONTRACTS AWARDED

01/05/2026	CDBG-FUNDED CURB RAMP IMPROVEMENTS PROJECT FY 2025-2026	Plan No. 1402
DATE	PROJECT NAME	PROJECT NUMBER

SAVI Construction Inc.	805 889-3547
FIRM NAME	PHONE

01/08/2026	
BID DATE	BID AMOUNT

Provide information on each subcontract or supply contract awarded to MBE/WBE firms.
Attach a completed copy of Section 1 (previous page) for each MBE/WBE firm listed below.

Subcontractor Firm Name	Scope of Work / Supplies to be Provided	Check One		Dollar amount contract:	If Certified MBE/WBE, List the Certifying Agency and Date of Certification:
		MBE	WBE		
NA					

I certify that the information provided herein is true and correct.

Subcontract Type	Dollar Amount	Percentage of Total Bid
MBE:	$	%
WBE:	$	%

Rameshn — SIGNATURE

01/05/2026 — DATE

IF MBE AND WBE FIRMS ARE NOT SUBCONTRACTED, PROCEED TO PART 3 AND COMPLETE THE CONTRACTING / GOOD FAITH EFFORT AFFIDAVIT

PART 3

CONTRACTING/GOOD-FAITH EFFORT AFFIDAVIT

This Affidavit must be signed, notarized and submitted with your bid or proposal. In addition, documentation must be attached to demonstrate that a good-faith effort was made to secure MBE/WBE participation. Your good-faith effort will be evaluated in accordance with the various criteria listed below.

Please initial where indicated that you have read and complied with each requirement. Complete the requested forms and provide the requested documentation as a part of this affidavit.

Good Faith Effort Evaluation Criteria	**Initial here If true and correct**
1. The Bidder/Firm attended a pre-bid meeting hosted by the awarding agency to gain knowledge of the project requirements and goals.	RB
2. The Bidder/Firm advertised the availability of subcontracting or supply opportunities for MBE/WBE firms in connection with this project. If so, complete the following: Media where advertised: N/A Media contact information: N/A Date(s) of advertisement: N/A Attach copies of the advertisement(s) to this form and submit with bid.	**Not applicable – Prime contractor is a certified DBE performing work directly**
3. Interested potential MBE/WBE subcontractors were provided with the project plans and specifications. Attach a list of MBE/WBE firms that received project plans and specifications. Include their address, city, state, zip code, contact person, telephone number. Provide a notation of any responses received from those firms.	**Not applicable – Prime contractor is a certified DBE performing work directly**
4. Follow-up contacts were made with potential MBE/WBE firms which expressed an interest in the project. Attach a list of MBE/WBE firms that your company followed-up with. Include their address, city, state, zip code, contact person, telephone number. Provide a notation of any responses received from those firms.	**Not applicable – Prime contractor is a certified DBE performing work directly**
5. Assistance was requested from organizations which identify potential MBE/WBE firms. Attach a list of organizations consulted to include the name of the organization, address, city, state, zip code, contact person, time and dates contracted, method contacted, and results.	

Good Faith Effort Evaluation Criteria	Initial here If true and correct
6. Potential MBE/WBE firms were contacted and negotiation was made in good faith. Attach a list of MBE/WBE firms that your company negotiated with. Include the name of the MBE/WBE firm, address, city, state, zip code, contact person, whether MBE or WBE, if plans or specifications were provided to the other party, and the results of your negotiations. Also attach copies of any internal documents that will evidence the same and submit with bid.	**Not applicable – Prime contractor is a certified DBE performing work directly**
7. Potential MBE/WBE subcontractors were given technical assistance by the bidder or advised that technical assistance was available from the bidder to facilitate understanding of the contract requirements and to complete the paperwork necessary to participate in this contract. Attach a list of MBE/WBE firms that your company provided assistance to. Include the name of the MBE/WBE firm, address, city, state, zip code, contact person, and a description of the technical assistance provided.	**Not applicable – Prime contractor is a certified DBE performing work directly**

According to Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief.

Under the penalty of perjury, I certify that the above information is true and correct.

Ramesh M	**01/05/2026**
SIGNATURE	DATE
President	**805 889-3547**
TITLE	PHONE

(NOTARY SEAL)

EXHIBIT 14

Federal Lobbyist Certification

CDBG-FUNDED CURB RAMP IMPROVEMENTS PROJECT FY 2025-2026 | **Plan No. 1402** |

PROJECT NAME | PROJECT NUMBER | BID/CONTRACT DOLLAR AMOUNT

SAVI Construction Inc.

COMPANY NAME

6725 Birmingham Dr, Chino, CA 91710

COMPANY ADDRESS

1116157 LICENSE NUMBER | **99-1544486** EMPLOYER IDENTIFICATION NUMBER | **UEI: WQZKBCMLMY25** DUNS NUMBER

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the body awarding this federally assisted construction contract:

1. No Federal appropriated funds have been paid by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;

3. The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Ramesh Bachuvala

AUTHORIZED OFFICIAL NAME

Ramesh. N

AUTHORIZED OFFICIAL SIGNATURE

President

AUTHORIZED OFFICIAL TITLE/CAPACITY

01/05/2026

DATE

EXHIBIT 15 – SECTION 3 BID DOCUMENT PACKAGE

Section 3 Business Concern Self-Certification

Instructions

Enter the information requested below and select the criteria that apply to certify your business' Section 3 Business Concern status. The business owner or legally authorized representative must complete the Certification section.

Business Information

Name of Business: **SAVI Construction Inc.**

Address of Business: **6725 Birmingham Dr, Chino, CA 91710**

Name of Business Owner: **Ramesh Bachuvala**

Phone Number of Business Owner: **805 889-3547**

Email Address of Business Owner: **contactsavi247@gmail.com**

Preferred Contact Information

☒ Same as above

Name of Preferred Contact: _____

Phone Number of Preferred Contact: _____

Type of Business (select from the following options):

☒ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

Select *ONE* of the following three options below that applies:

☐ At least 51 percent of the business is owned and controlled by low- or very low-income persons. That owner's individual (single person) income must be at or below the amount listed below regardless of family or household size.

2024 Individual Annual Income Limit for City of Glendora - $77,700

(Updated in April 2024 and in effect until revised)

☐ At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

☒ Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers as defined in this packet.

Section 3 Business Concern Certification

- I certify that the statements on this form are true, complete, and correct to the best of my knowledge and belief. I understand that prior to contracting the City will require submission of supporting documentation for the chosen designation.
- I understand that the business must retain records related to compliance with Section 3 requirements for five years after the end of the related contract
- I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to the City of Glendora may have their contracts terminated by default and be barred from ongoing and future considerations for contracting opportunities.

I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

This certification may only be signed by the person who owns and controls at least 51% of the business or the legally authorized representative of that business owner.

Is the person certifying below the owner and controller of at least 51% of the business?

☒ Yes ☐ No

Print Name: **Ramesh Bachuvala**

Title: **President**

Signature:  Date: **01/05/2026**

*Certification expires six months after the date of signature

---

FOR CITY ADMINISTRATIVE USE ONLY

Is the business a Section 3 business concern based upon their certification? ☐ Yes ☐ No

1. If this business is considered for contract award, did the City request documentation of the criteria chosen above? ☐ Yes ☐ No
2. Was the documentation received? ☐ Yes ☐ No
3. Was the documentation sufficient to verify that this business may be considered a Section 3 Business Concern ☐ Yes ☐ No

City Staff Name: _____

Signature: _____ Date: _____

Section 3 Worker or Targeted Section 3 Worker Self-Certification

Business Name: **SAVI Construction Inc.**

Project Name: **CDBG-FUNDED CURB RAMP IMPROVEMENTS PROJECT FY 2025-2026**

City of Glendora Contract #: **TBD**

To be completed by employee/applicant (choose one)

☐ I am currently employed by the business named above

☐ I am currently seeking employment with the business named above

Name: _____

Address: _____

Phone Number: _____ Email Address: _____

Current Employee: Your continued employment with the business named above will not be impacted by your responses in the section below.

Applicant: The business above may give preference in hiring to those applicants who, based on their responses below, are considered to be Section 3 Workers or Targeted Section 3 Workers.

Application Section 3 Certification

Please choose all that apply. You are **NOT** required to respond to any of the questions below.

1. **Section 3 Worker**: I meet one or more of the following criteria currently or when hired within the past five years (check all that apply)

   ☐ I am a low or very low-income resident (individual gross income for the previous annualized calendar year is at or below $77,700); or

   ☐ I am employed by a Section 3 Business Concern; or

   ☐ I am a YouthBuild participant.

2. **Targeted Section 3 Worker: I meet one or more of the criteria below:**

   ☐ I am employed by a Section 3 Business Concern; or

   ☐ I have met one of the criteria below within the past five years:

   ☐ Living within one mile of the service area or the neighborhood of the project*; or

   **contractor must verify residency meets the criteria*

   ☐ A YouthBuild participant.

Signature: _____ Date: _____

Contractor Certification

Based on the information provided, this employee/applicant a:

A Section 3 Worker? ☐ Yes ☐ No

A Targeted Section 3 Worker? ☐ Yes ☐ No

In order to meet the Targeted Section 3 Worker qualification, the employee/applicant must first meet the Section 3 Worker qualification.

Business Staff Name: **Ramesh Bachuvala**

Signature: Ramesh.n Date: **01/05/2026**

FOR CITY ADMINISTRATIVE USE ONLY

Does the information provided by the employee/applicant indicate they are qualified as a Section 3 Worker or a Targeted Section 3 Worker? ☐ Yes ☐ No

City Staff Name: _____

Signature: _____ Date: _____

Section 3 Employer Certification

Instructions

Enter the following information about your business and the individual employee/applicant for whom you are certifying Section 3 Worker or Targeted Section 3 Worker status. A separate form must be completed for each employee/applicant you wish to certify.

If you qualify as a Section 3 Business Concern, do not use this form. Instead, complete the Section 3 Business Concern Certification form. All employees of a Section 3 Business Concern are considered Targeted Section 3 Workers, and no other forms are required.

Business Information

Name of Business: **SAVI Construction Inc.**

Address of Business: **6725 Birmingham Dr, Chino, CA 91710**

Name of Business Owner: **Ramesh Bachuvala**

Phone Number of Business Owner: **805 889-3547**

Email Address of Business Owner: **contactsavi247@gmail.com**

Preferred Contact Information

☒ Same as above

Name of Preferred Contact: _____

Phone Number of Preferred Contact: _____

Please complete the following information for the employee/applicant.

Name: _____

Residence Address: _____

Phone Number: _____ Email: _____

Is this worker a current employee or job applicant (choose one).

☐ A current employee ☐ A job applicant

Current Employee: The continued employment of the employe should l not be impacted by the determination made in the section below.

Applicant: The business above may give preference in hiring to those applicants who are considered to be Section 3 Workers or Targeted Section 3 Workers.

Please select all that apply to the employee/applicant

1. **Section 3 Worker**:

   ☐ The employee/applicant's individual income from your employment, based on a calculation of working full-time for one year, does not exceed the income limit established by HUD for a Section 3 Worker (individual gross income for the previous or annualized calendar year is at or below $77,700);

2. **Targeted Section 3 Worker** (must meet the qualification as a Section 3 Worker and the qualification below):

   ☐ The employee/applicant lives within one mile of the service area or the neighborhood of the project*; or

   **contractor must verify residency meets the criteria*

Contractor Certification

Based on the information provided, this employee/applicant is a:

A Section 3 Worker ☐ Yes ☐ No

A Targeted Section 3 Worker ☐ Yes ☐ No

In order to meet the Targeted Section 3 Worker qualification, the employee/applicant must first meet the Section 3 Worker qualification.

Contractor Staff Name: **Ramesh Bachuvala**

Signature: Ramesh.B Date: **01/05/2026**

FOR CITY ADMINISTRATIVE USE ONLY

Does the information provided by the employee/applicant indicate they are qualified as a Section 3 Worker or a Targeted Section 3 Worker? ☐ Yes ☐ No

City Staff Name: _____

Signature: _____ Date: _____

Section 3 Monthly Worker Hours Report

A live Excel document will be provided for reporting

CITY OF GLENDORA

Section 3 Monthly Activity Report

This report must be submitted by the contractor or subcontractor each month by the 10th day after the end of the one-month reporting period. Reports must be emailed in PDF format to Alycia Suniga, City of Glendora Section 3 Coordinator at asuniga@cityofglendora.gov

Company:	SAVI Construction Inc.
City Project Name:	CDBG-FUNDED CURB RAMP IMPROVEMENTS PROJECT FY 2025-2026
City Project #:	Plan No. 1402
Report Period:	

	Number	Percentage
Total Labor Hours	0.00	
Section 3 Worker Hours	0	#DIV/0!
Targeted Section 3 Worker Hours	0	#DIV/0!

** All Targeted Section 3 Workers should also be counted as Section 3 Workers. If there is a Yes in column D, there must be a Yes in column C. If there is a No in column C, there must be a No in column D.*

Worker Name	Section 3 Worker	Targeted Section 3 Worker*	Payroll #:	Hours / Work Week						Total Hours
				Wk 1	Wk 2	Wk 3	Wk 4	Wk 5	Wk 6	
										0.00
										0.00
										0.00
										0.00
										0.00
										0.00
										0.00
										0.00
										0.00
										0.00
										0.00
										0.00
										0.00
										0.00
										0.00
										0.00
										0.00
										0.00
										0.00
			TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00

SECTION 3 ACKNOWLEDGEMENT AND COMPLIANCE STATEMENT

TO BE SUBMITTED WITH BID

I acknowledge that I have received, reviewed, and understood the City of Glendora Section 3 Forms Packet, including all requirements related to Section 3 Worker certifications, Targeted Section 3 Worker certifications, Section 3 Business Concern self-certification, and the Contractor Monthly Worker Hours Report.

I understand that:

- This project is subject to Section 3 requirements under 24 CFR Part 75, as described in the attached packet.
- As the awarded contractor, I am responsible for ensuring full compliance with all Section 3 reporting, documentation, and qualitative/quantitative effort requirements.
- All required worker certifications, business certifications, and monthly labor hour reports must be completed and submitted to the City of Glendora for the duration of the contract.
- Failure to comply with Section 3 requirements may result in corrective action, contract impacts, or other remedies as outlined in HUD regulations and the City's Section 3 Plan.

By signing below, I agree to comply with all Section 3 obligations applicable to this project and to ensure that subcontractors under my contract also comply with these requirements.

Contractor Name: SAVI Construction Inc.

Project Name: CDBG-FUNDED CURB RAMP IMPROVEMENTS PROJECT FY 2025-2026

Authorized Representative: Ramesh Bachuvala

Title: President

Signature: Ramesh.N

Date: 01/05/2026

Docusign Envelope ID: 39B7F7EA-8562-4160-803E-1BBC92910835

AGREEMENT FOR PUBLIC WORKS SERVICES

By and Between

CITY OF GLENDORA

and

SAVI CONSTRUCTION INC.

Docusign Envelope ID: 39B7F7EA-8562-4160-803E-1BBC92910835

AGREEMENT FOR PUBLIC WORKS SERVICES BETWEEN THE CITY OF GLENDORA AND SAVI CONSTRUCTION INC.

THIS AGREEMENT FOR PUBLIC WORKS SERVICES (herein "Agreement") is made and entered into this _____ day of _____, 2026 by and between the City of Glendora, a California municipal corporation ("City") and SAVI Construction Inc., a California corporation ("Contractor"). City and Contractor may sometimes be referred to herein, individually as a "Party" or collectively, as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described herein.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Glendora Municipal Code and California state law, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services described herein 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 herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. WORK OF CONTRACTOR

1.1 Scope of Work.

Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specification and requirements set forth in the Bid Documents for the Project (as each such terms are defined below), in compliance with all terms and conditions of this Agreement, and as described in the "Scope of Work" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the work required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants

Docusign Envelope ID: 39B7F7EA-8562-4160-803E-1BBC92910835

that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Bid Documents.

The Scope of Work shall include the "General Provisions" and "Special Provisions" in the bid documents for the project entitled **CDBG-FUNDED CURB RAMP IMPROVEMENTS PROJECT FY 2025-2026, PLAN NO. 1402** (the "Project"), including any documents or exhibits referenced therein (collectively, "Bid Documents"), all of which are incorporated herein by this reference. In the event of any inconsistency between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Compliance with California Labor Law.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by state law and DIR regulations. Pursuant to Labor Code Section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement. Contractor shall notify the City in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that Contractor's or any of its subcontractors' DIR registration status has been suspended, revoked, expired, or otherwise changed.

(b) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing

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wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(d) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Sections 1810 and 1811. As required under Labor Code Section 1812, Contractor and each of its subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the work performed under the terms of this Agreement.

(g) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to

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undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Initial

Contractor's Authorized Initials RB

Ramesh Bachuvala
President / Chief Financial Officer

(i) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

(a) By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

(b) Pursuant to Public Contract Code Section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface, unknown or latent conditions at the Project site, materially different from those indicated by information about the Project site made available to bidders prior to the deadline for submitting bids on the Project; or (iii) unknown physical conditions at the Project site of any

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unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, and will materially affect the performance of the services hereunder.

(c) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, the performance of any part of the work, the City shall issue a Change Order per Section 1.10 of this Agreement.

(d) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under this Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the Parties.

(e) City will compensate Contractor to the extent required by Government Code Section 4215 by issuing a Change Order per Section 1.10 of this Agreement.

1.7 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of this Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.8 Warranty.

Contractor warrants all work under this Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed or corrected and any non-conforming construction or 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 this Agreement,, or the Bid Documents, 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 by the City for the Project, 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 requirements under this Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to any emergency condition or situation. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other subcontractors) damaged by its defective work or which becomes damaged in the course of

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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 to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of this Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement or the Bid Documents, 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.

1.9 Inspection by City.

In connection with the performance of this Agreement, the City shall have the authority to enter the worksite at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger or hazard to any and all employees. The Contractor agrees that the City, in its sole authority and discretion, may order the immediate abatement of any and all conditions that may present an actual or threatened danger or hazard to any and all employees at the worksite Contractor acknowledges the provisions of Section 6400 of the Labor Code, which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein. In the event the City identifies the existence of any condition that presents an actual or threatened danger or hazard to any or all employees at the worksite, the City is hereby authorized to order the immediate abatement of that actual or threatened condition pursuant to this Section.

The City may also, at its sole authority and discretion, issue an immediate stop work order to the Contractor to ensure that no employee working at the worksite is exposed to a dangerous or hazardous condition. Any stop work order issued by the City to the Contractor in accordance with the provisions of this section shall not give rise to any claim or cause of action for delay damages by the Contractor or the Contractor’s agents or subcontractors against the City.

1.10 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes to the work by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of

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the Contractor ("Change Order"). All Change Orders must be signed by the Contractor and Contract Officer prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or any increase in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer, provided that such increase does not materially affect the work in a manner or materially and detrimentally affect the interest of the City. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Schedule of Compensation in Exhibit "C". If the rates in the Schedule of Compensation do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and Contract Officer. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order that is completed to the satisfaction of the City, as follows:

(i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or the lowest current price for which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) Daily Reporting: If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes all invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights to payment for the work performed for that day.

(d) It is expressly understood by Contractor that the provisions of this Section 1.10 shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

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1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **$227,600 (Two Hundred Twenty-Seven Thousand Six Hundred Dollars)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services less the contract retention; (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all Project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Finance Director and/or the Contract Officer. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit "C", include a copy of Contractor's certified payroll and proof that the certified payroll has been submitted to the DIR, and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel,

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materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall also submit a list of the prevailing wage rates for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. Contractor shall not invoice City for any duplicate services performed by more than one person.

City shall, as soon as practicable, 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. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3, City will cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid within thirty (30) days of receipt of an undisputed and properly submitted invoice, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

2.6 Retention.

City will deduct a five percent (5%) retention from all progress payments. In accordance with Public Contract Code Section 22300, which is hereby incorporated into this Agreement, City shall permit the substitution of securities for any moneys withheld by City to ensure performance under this Agreement. The retention held by the City shall be released within sixty (60) days after the date of completion of the work and the Project, as required by Government Code Section 7107. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed ("NTP") by the Contract Officer and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D"

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and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 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 forty-five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. If City finds that Contractor's work does not meet the requirements and standards set forth in this Agreement, Contractor shall remedy any defects in the work at Contractor's sole expense, following notice by the City. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as to amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Articles 1 and 5, pertaining to warranty and indemnification and insurance, respectively.

3.5 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

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Ramesh Bachuvala, President

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, 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 required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be the City's Public Works Director, or such person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in, or authority over, the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role.

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Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor's indemnification obligations to the City (as set forth below), and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $2,000,000 per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

(c) Professional Liability (errors & omissions) Insurance. Contractor shall maintain professional liability insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any

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policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(e) Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the Project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any Project materials or supplies, if applicable; and (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Project site or any staging area.

(f) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

(g) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(h) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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(b) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(c) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(e) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. 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 all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the

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Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. 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 of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Project who is brought onto or involved in the Project by Contractor, provide the same minimum insurance coverage and endorsements 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 consultants, subcontractors, and others engaged in the Project will be submitted to City for review.

(n) City's Right to Revise Specifications. The City reserves the right at any time during the term of this 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 and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

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(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, injuries or death of any person (including workers and the public), losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities (with legal counsel approved by City) and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

In addition, Contractor agrees to indemnify, defend and hold harmless the Indemnified Parties from, any and all claims and liabilities for any infringement of patent rights, copyrights or trademark on any person or persons in consequence of the use by the Indemnified Parties of articles to be supplied by Contractor under this Agreement, and of which the Contractor is not the patentee or assignee or has not the lawful right to sell the same.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services and work hereunder. The provisions of this Section do not apply to claims or liabilities

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occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

Contractor's obligations under this Section shall apply regardless of whether or not such claims or liabilities were caused in part or contributed to by the City or any Indemnified Parties. In instances where City or its Indemnified Parties is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of the City.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Labor Bonds.

Concurrently with execution of this Agreement, Contractor shall deliver to the City, the following:

(a) A performance bond in the amount of the Contract Sum of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement ("Performance Bond").

(b) A labor and materials bond in the amount of the Contract Sum of this Agreement, in the form provided by the City Clerk, which secures the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement ("Payment Bond").

Both the Performance Bond and Payment Bond required under this Section 5.5 shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of this Agreement.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. In addition, the insurance carrier must be currently authorized by the Insurance Commissioner to transact business of insurance or be on the List of Approved Surplus Line Insurers issued by the State of California. If this Agreement

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continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds required by Section 5.5 may be changed accordingly upon receipt of written notice from the Risk Manager.

5.7 Substitution of Securities.

Pursuant to Public Contract Code Section 22300, substitution of eligible equivalent securities for any funds withheld to ensure performance under this Agreement may be permitted at the request and sole expense of the Contractor. Alternatively, the Contractor may, pursuant to an escrow agreement in a form prescribed by Public Contract Code Section 22300, request payment of retentions funds earned directly to the escrow agent at the sole expense of the Contractor.

5.8 Release of Securities.

City shall release the Performance and Payment Bonds when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the work for the Project has been finally accepted by the City; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the Payment Bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in

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providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the Project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the Project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) 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 Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions,

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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 attorneys' 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 there under. 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.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes.

(a) Default; Cure. 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 and absolute discretion of the Project Manager. During the period of time that Contractor is in default, the City shall hold all invoices and shall proceed with payment on such invoices only when the default is cured to the satisfaction of the City. 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 this Article. 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.

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(b) Dispute Resolution. This Agreement is subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the California Public Contract Code regarding the resolution of public works claims of less than $375,000. Additionally, Section 9204 of the California Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the Contractor, for the response to such claims by the City, for a mandatory meet and confer conference upon the request of the Contractor, for mandatory non-binding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein and the intent of this Section is to implement Sections 20104 *et seq*. and Section 9204 of the California Public Contract Code with respect to any such claims by Contractor. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, the term "claim(s)" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to this Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 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 or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

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7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

7.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a claim pursuant to Government Code Sections 905 *et seq*. and 910 et *seq*., in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of $1,000 (One Thousand Dollars) as liquidated damages for each working day of delay in the performance of any of the services required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages. Pursuant to Government Code Section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the Project when such delay was caused by the failure of the public agency or owner of the utility to provide for removal or relocation of utility facilities.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 7.2.

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7.9 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either Party to this Agreement is required to initiate or defend or made a Party to any action or proceeding in any way connected with this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

7.11 Unfair Business Practices Claims.

In entering into this Agreement, Contractor 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. § 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 related to this Agreement. This assignment shall be made and become effective at the time the City renders final payment to the Contractor without further acknowledgment by the Parties.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

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 services under this Agreement. 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

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without the express written consent of the Contract Officer. 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.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which effects his / her financial interest or the financial interest of any corporation, partnership or association in which he/her is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

8.4 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. § 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 work and/or services covered by this Agreement, and should 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.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Glendora, 116 E. Foothill Blvd., Glendora, California 91741-3380, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section. All correspondence relating to this Agreement shall be serialized consecutively.

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9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. Each of the Parties intend to be bound by the signatures on any telecopied, .pdf or other electronically delivered document, and are aware that the other Party will rely on the telecopied, .pdf or other electronically delivered signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

9.4 Integration; Amendment.

This Agreement including the attachments hereto (and the documents incorporated herein) is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either Party, this Agreement shall forthwith be amended to make such insertion or correction/

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly

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interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Initial
RB

Contractor's Authorized Initials _____

Ramesh Bachuvala
President / Chief Financial Officer

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

CITY:
CITY OF GLENDORA, a municipal corporation

Adam Raymond
City Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

DocuSigned by:
Danny Aleshire
0D5924B7E6ED4A5...
Danny Aleshire
City Attorney

CERTIFY AVAILABILITY OF FUNDS:

DocuSigned by:
Kyle Johnson
CACE701662584A4...
Kyle Johnson
Finance Director/City Treasurer

ATTEST:

Kathleen R. Sessman
City Clerk/Communications Director

CONTRACTOR:
SAVI CONSTRUCTION, INC., a California corporation

Signed by:
Ramesh Bachuvala
6E65A5F9E425484...
Name: Ramesh Bachuvala
Title: President/Chief Financial Officer
Email: contactsavi247@gmail.com
Feb 13, 2026 | 8:31 AM PST

Address: 6725 Birmingham Dr., Chino, CA 91710

.

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EXHIBIT "A"

SCOPE OF WORK

I. Contractor shall perform all the work and comply with all of the specifications and requirements in the "General Provisions" and "Special Provisions" included in the Bid Documents for the Project entitled **CDBG-FUNDED CURB RAMP IMPROVEMENTS PROJECT FY 2025-2026, Plan No. 1402**, including any documents or exhibits referenced therein.

II. Brief description of the work to be performed:

The Project entails the removal of existing curbs, gutters and sidewalks and constructing ADA-compliant curb ramps, installing ADA-compliant curb ramp truncated domes on existing curb ramps, and removing & replacing Portland Cement Concrete (PCC) sidewalks, upon public property located between Glendora Ave and Sunflower Ave, north of Gladstone St and south of the 210 Freeway (as further detailed in the Bid Documents).

III. In addition to the requirements of Section 6.2, during performance of the work, Contractor will keep the City apprised of the status of performance by delivering the following status reports:

A. Existing conditions documentation as and when required by the Contract Officer.

B. Bi-Weekly Progress Reports and updates to the schedule as and when required by the Contract Officer.

IV. All work is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.

V. Contractor shall provide safe and continuous passage for pedestrian and vehicular traffic in accordance with the Work Area Traffic Control Handbook (WATCH), latest edition.

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EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

Added text is indicated in ***bold italics***, deleted text is indicated in ~~strikethrough~~.

I. ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

The following provisions shall be added to Section 2.4 (Invoices):

In the event, a preliminary notice is posted by a subcontractor / supplier / manufacturer / vendor, an unconditional release will be required prior to releasing monies to the Contractor. Alternatively, an amount not to exceed the amount referred in the preliminary notice will be jointly released to the Contractor and the originator of the said notice with a conditional release from the said subcontractor / supplier / manufacturer / vendor.

II. ARTICLE 3. PERFORMANCE SCHEDULE

The following provisions shall be added to Section 3.1 (Time of Essence):

Time being of the essence, the Contractor shall commence the work and shall diligently pursue the work to completion within the time stated in Article 13 of the Instructions to Bidders, and upon the work schedule, if any, as specified in the Special Conditions, except as such time may be extended in writing by the City's Contract Officer in accordance with Section 3.2 and the provisions of the General Conditions.

III. ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

The following sections of Article 5 shall be deleted in their entirety:

Section 5.1 (c) - Professional liability (errors & omissions) insurance.
Section 5.1 (e) – Builder's risk insurance.
Section 5.1 (f) – Pollution liability insurance.

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EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Contractor shall perform all work at the rates on the Bid Sheet submitted as part of Contractor's Proposal, and listed below:

Line Item	Item Description	Unit of Measure	Quantity	Unit Price	Extension
1	Mobilization & De-Mobilization	1	LS.	$2,000.00	$2,000.00
2	Traffic Control	1	LS.	$2,000.00	$2,000.00
3	Remove existing concrete improvements and construct curb ramp per SPPWC STD. Plan 111-5. Install ADA-compliant truncated domes on newly constructed curb ramps. *	26	EA.	$4,300.00	$111,800.00
4	Remove & replace 4" thick PCC sidewalk per City of Glendora SD&S 1.02.**	8,000	SF.	$10.00	$80,000.00
5	Grind existing sidewalk joint flush with adjoining panels. **	100	LF.	$30.00	$3,000.00
6	Install ADA-compliant truncated domes on existing curb ramps.	9	EA.	$700.00	$6,300.00
A.1	Remove and replace existing curb ramps per SPPWC STD. Plan 111-5. Install ADA-compliant truncated domes on newly constructed curb ramps. *	5	EA.	$4,500	$22,500.00
				Not to Exceed Total	$227,600.00

***** Curb ramp type to be determined in the field.
** The City Engineer, or their representative, will walk the Project site with the Contractor to determine final locations & quantities.

II. A retention of five percent (5%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each item on the Bid Sheet, and with the approval of the Contract Officer, funds may be shifted from one item's sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Work is approved per Section 1.10.

IV. The City will compensate Contractor for the services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the services.

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C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

V. The total compensation for the services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.

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EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Contractor shall perform all work timely in accordance with the following schedule:

	Description	Days to Perform	Deadline Date
A.	All Work	45 Working Days from City's issuance of the NTP	June 30, 2026

II. Contractor shall deliver the following tangible work products to the City by the following dates.

A. Existing Conditions documentation – Due by March 31, 2026.

B. Bi-Weekly Progress Reports.

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

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PERFORMANCE BOND

WHEREAS, the CITY OF GLENDORA, ("City"), has awarded to _____, as Contract for the work entitled and described as follows: **CDBG-FUNDED CURB RAMP IMPROVEMENTS PROJECT FY 2025-2026, PLAN NO. 1402.**

WHEREAS, the Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of _____ ($_____), this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Contractor, or its heirs, executors, administrators, successors, or assigns, shall in all things stand and abide by, well and truly keep and perform all undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

Executed on _____ 20___.

PRINCIPAL

(Seal if Corporation) By_____

Title_____

(Attach Acknowledgment of Authorized Representative of Principal)

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Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____

_____

_____ (name and address of Surety's agent for service of process in California, if different from above)

_____

_____

_____ (telephone number of Surety's agent in California)

(Attach Acknowledgment)

_____
SURETY

By_____
(Attorney-in-Fact)

APPROVED:

_____
(Attorney for CITY)

NOTICE:
No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

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PAYMENT BOND
(Labor and Material Bond)

WHEREAS, the CITY OF GLENDORA, ("City"), has awarded to _____, as Contractor ("Principal"), a Contract for the work entitled and described as follows:
CDBG-FUNDED CURB RAMP IMPROVEMENTS PROJECT FY 2025-2026, PLAN NO. 1402.

WHEREAS, said Contractor is required to furnish a bond in conjunction with said Contract, to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of _____ ($_____), this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractor fails to pay: (1) for any work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery, used in, upon, for, or about the performance of the work to be done, or for any work or labor thereon of any kind; (2) for work performed by any of the persons named in Civil Code Section 9100; (3) for any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; and/or (4) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the City or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be liable for the reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

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Executed on _____, 20___.

PRINCIPAL

(Seal if Corporation) By_____

Title_____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____

_____

_____ (name and address of Surety's agent for service of process in California, if different from above)

_____

_____

_____ (telephone number of Surety's agent in California)

(Attach Acknowledgment)

_____
SURETY

By_____
(Attorney-in-Fact)

APPROVED:

_____
(Attorney for CITY)

NOTICE:
No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

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WORKERS COMPENSATION INSURANCE CERTIFICATE

Description of Contract: **City of Glendora**
Project: CDBG-FUNDED CURB RAMP IMPROVEMENTS PROJECT FY 2025-2026, PLAN NO. 1402

Type of Insurance: Workers' Compensation and
Employers' Liability Insurance

THIS IS TO CERTIFY that the following policy has been issued by the below-stated company in conformance with the requirements of Article 5 of the Contract and is in force at this time, and is in a form approved by the Insurance Commissioner.

The Company will give at least 30 days' written notice to the City and Engineer/Architect prior to any cancellation of said policy.

POLICY NUMBER	EXPIRATION DATE	LIMITS OF LIABILITY
		Workers' Compensation: Statutory Limits Under the Laws of the State of California
		Employers' Liability:
		$_____ Each Accident
		$_____ Disease - Policy Limit
		$_____ Disease - Each Employee

Named Insured (Contractor)	Insurance Company
Street Number	Street Number
City and State	City and State
	By_____ (Company Representative)

(SEE NOTICE ON NEXT PAGE)

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Insurance Company Agent for Service
of Process in California:

_____
Name

_____
Agency

_____
Street Number

_____
City and State

_____
Telephone Number

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy listed herein.

This is to certify that the policy has been issued to the named insured for the policy period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions of such policy.

NOTICE:

No substitution or revision to the above certificate form will be accepted. If the insurance called for is provided by more than one insurance company, a separate certificate in the exact above form shall be provided for each insurance company.

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ADDITIONAL INSURED ENDORSEMENT
COMPREHENSIVE GENERAL LIABILITY

_____

Name and address of named insured ("Named Insured")

_____

Name and address of Insurance Company ("Company")

_____

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____ ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of

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or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at: City Manager, City of Glendora, 116 E. Foothill Blvd., Glendora, California 91741-3380.

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

□ Contractual Liability	□ Explosion Hazard
□ Owners/Landlords/Tenants	□ Collapse Hazard
□ Manufacturers/Contractors	□ Underground Property Damage
□ Products/Completed Operations	□ Pollution Liability
□ Broad Form Property Damage	□ Liquor Liability
□ Extended Bodily Injury	□ _____
□ Broad Form Comprehensive General Liability Endorsement	□ _____ □ _____

12. A □ deductible or □ self-insured retention *(check one)* of $_____ applies to all coverage(s) except: _____ *(if none, so state)*. The deductible is applicable □ per claim or □ per occurrence *(check one)*.

13. This is an □ occurrence or □ claims made policy *(check one)*.

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

(signatures on following page)

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I, _____ *(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20_____

_____
Signature of Authorized Representative

(Original signature only; no facsimile signature or initialed signature accepted)

Telephone No.: (_____) _____

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ADDITIONAL INSURED ENDORSEMENT
AUTOMOBILE LIABILITY

_____

Name and address of named insured ("Named Insured")

_____

Name and address of Insurance Company ("Company")

_____

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____ ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard

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to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Glendora
116 E. Foothill Blvd.
Glendora, California 91741-3380

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

□ Any Automobiles
□ All Owned Automobiles
□ Non-owned Automobiles
□ Hired Automobiles
□ Scheduled Automobiles
□ Garage Coverage
□ Truckers Coverage
□ Motor Carrier Act
□ Bus Regulatory Reform Act
□ Public Livery Coverage
□ _____
□ _____

12. A □ deductible or □ self-insured retention *(check one)* of $_____ applies to all coverage(s) except: _____*(if none, so state)*. The deductible is applicable □ per claim or □ per occurrence *(check one)*.

13. This is an □ occurrence or □ claims made policy *(check one)*.

14. This endorsement is effective on _____at 12:01 a.m. and forms a part of Policy Number _____.

(signatures on following page)

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I, _____ *(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20___

_____
Signature of Authorized Representative

(Original signature only; no facsimile signature or initialed signature accepted)

Telephone No.: (_____) _____

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ADDITIONAL INSURED ENDORSEMENT
EXCESS LIABILITY

_____

Name and address of named insured ("Named Insured")

_____

Name and address of Insurance Company ("Company")

_____

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____ ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

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8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Glendora
116 E. Foothill Blvd.
Glendora, California 91741-3380

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY

□ Following Form
□ Umbrella Liability
□ _____

11. Applicable underlying coverages:

INSURANCE COMPANY	POLICY NO.	AMOUNT

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages: _____

13. A □ deductible or □ self-insured retention *(check one)* of $_____

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applies to all coverage(s) except: _____
(if none, so state). The deductible is applicable □ per claim or □ per occurrence *(check one)*.

14. This is an □ occurrence or □ claims made policy *(check one)*.

15. This endorsement is effective on _____at 12:01 a.m. and forms a part of Policy Number _____.

(signatures on following page)

I, _____ *(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

_____
Signature of Authorized Representative

(Original signature only; no facsimile signature or initialed signature accepted)

Telephone No.: (_____) _____

STAFF REPORT

TO:	**Mayor and Council Members**	**DATE:**	**February 24, 2026**
FROM:	**Community Development**	**DISTRICT(S):**	**4**

SUBJECT: Final Tract Map No. 83901 (Applicant - Owner: Enclave Oak Glenn, LLC; Location – 1201-1215 E. Highway, Glendora)

RECOMMENDATION
That the City Council:

1. Adopt a City Council Resolution entitled, “A RESOLUTION OF THE CITY COUNCIL APPROVING TRACT MAP NO. 83901 FOR SUBDIVISION OF LAND TO CREATE 46 RESIDENTIAL CONDOMINIUM UNITS ON A SINGLE LOT, GLENDORA, CALIFORNIA”;
2. Authorize the Mayor to execute the Indemnity and Subdivision Improvement Agreements; and
3. Authorize the City Engineer and City Clerk to sign Final Tract Map No. 83901.

Executive Summary
The project applicant/owner is requesting approval of Final Tract Map No. 83901 for a new subdivision consisting of 46 residential condominium units on a single lot. This item will adopt the resolution necessary to approve said map.

Legislative History / Previous Actions
On April 23, 2024, the City Council approved Tentative Tract Map No. 83901, located at 1201-1215 East Arrow Highway, for the subdivision of 1.93 acres of land consisting of 46 residential condominium units (Attachment G). The City Council’s adopted resolution CC 2024-11 has been included for reference as an attachment to this report (Attachment C).

Discussion
Pursuant to Sections 66458 and 66474.1 of the California Subdivision Map Act (Act), the approval of a final map is a ministerial action and cannot be denied if the final map is in substantial conformance with the conditionally approved tentative map and conforms to the requirements established by the Act and local ordinance. The City Council is the decision-making body for final maps, and if the map conforms to all requirements, must approve the map at the meeting at which it received the map, or at its next regular meeting.

The City's Contract Surveyor has certified the map for mathematical accuracy, survey analysis, title information, and Subdivision Map Act compliance. As required prior to approval of the Final Map by the City Council, the subdivider is in substantial compliance with the tentative map and all required Conditions of Approval (Attachments F and C). All off-site plans have been submitted to the City Engineer for approval. The developer has deposited all the fees and submitted required bonds and insurance. Developer has also executed the required Indemnity and Subdivision Agreements (Attachments D and E).

Staff recommends the City Council receive the final map and adopt the resolution recommending City Council approval of Tract Map No. 83901 (Attachments A and B) and authorize the mayor to sign the Indemnity and Subdivision Improvement Agreements (Attachments D and E). City Council also authorizes City Engineer or their consultant City Engineer/Surveyor and City Clerk to sign Final Tract Map No. 83901 before filing with the County Recorder.

Fiscal Impact

There is no fiscal impact for this project, and the Applicant has paid the fees associated with requested council action. In the long term, the development would also provide increased property tax revenue.

Environmental Determination

A Notice of Exemption was adopted by the City Council on April 23, 2024, for the tentative map and associated project for 46 residential condominium units on a single lot (Attachment G). Final maps are ministerial projects and exempt from the requirements of the CEQA as stated in Section 15268 of the CEQA Guidelines.

Prepared By:	Algis Marciuska, Principal Engineer for Land Development
Concurs With:	Not Applicable
Reviewed By:	Jeff Kugel, Community Development Director
Certified to Availability of Funds:	Not Applicable
Approved By:	Moises Lopez, Assistant City Manager
Legal Review:	Jessica Santiago, Assistant City Attorney
CEQA Review:	Jeff Kugel, Community Development Director

Attachments

A_Resolution_Approving_Final_Tract_Map_No_83901.pdf
B. Final Tr Map No 83901.pdf
C. Reso CC 2024-11 East Arrow Highway.pdf
D_Indemnity_Agmt_-_Tract_83901.pdf
E. Subdivision Agrmt with Bonds - Tract 83901.pdf
F. Approved TTM No 83901.pdf
G. City Council Report Approving TTM 83901 04.23.2024.pdf

RESOLUTION CC 2026-____

A RESOLUTION OF THE CITY COUNCIL APPROVING FINAL TRACT MAP NO. 83901 FOR A SUBDIVISION LOCATED AT 1201-1215 EAST ARROW HIGHWAY, GLENDORA, CALIFORNIA.

THE CITY COUNCIL
City of Glendora, California

WHEREAS, the Tentative Map for Tract No. 83901 has heretofore been submitted to the City Council of the City of Glendora; and

WHEREAS, said Tentative Tract Map was approved by the City Council for the City of Glendora on April 23, 2024, with conditions imposed thereon; and

WHEREAS, the Subdivider has knowledge of and agrees to all of the conditions imposed upon said Tentative Map and has taken the necessary steps to comply with such conditions or to provide for the performance of such conditions; and

WHEREAS, the Subdivider has executed that certain Subdivision Improvement Agreement for subdivision of Tract Map No. 83901 and has paid all the fees and provided all the security devices required to guarantee the performance of the terms and provisions of such agreement; and

WHEREAS, the Subdivider has executed that certain Indemnity Agreement for subdivision of Tract Map No. 83901; and

WHEREAS, the Consultant City Engineer/Surveyor has reviewed said tentative map and said final map and recommends the approval of the Final Map for Tract No. 83901.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GLENDORA, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council of the City of Glendora hereby approves the Final Map for Tract Map No. 83901 and directs that the City Engineer and City Clerk execute the same on behalf of the City of Glendora when all of the signatures that are required to be placed on such final map have been so signed.

SECTION 2. The Mayor shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption of this Resolution and thereupon the same shall take effect and be in force in accordance with its terms and provisions.

SECTION 3. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED and **ADOPTED** by the City Council of the City of Glendora this ___ day of _____, _____.

BY: _____
DAVID FREDENDALL
Mayor

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
DANNY ALESHIRE
City Attorney

CERTIFICATION

I, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Glendora at a regular meeting held on the ___ day of _____, 2026, by the following vote:

AYES: MEMBERS:
NOES: MEMBERS:
ABSENT: MEMBERS:
ABSTAIN: MEMBERS:

Dated:

_____
KATHLEEN R. SESSMAN
City Clerk/Communications Director

1 PARCEL
8,620 SQ.FT.

TRACT MAP 83901

IN THE CITY OF GLENDORA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A DIVISION OF THOSE PORTIONS OF LOT A OF ANITA RANCHITA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 14, PAGE 128 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SAKE ENGINEERS, INC. CORONA, CA. MAY, 2024

FOR CONDOMINIUM PURPOSES

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCT1VE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

WE HEREBY DEDICATE TO THE CITY OF GLENDORA THE EASEMENTS FOR SANITARY SEWER, WATER, PUBLIC UTILITIES AND EMERGENCY VEHICLES INGRESS AND EGRESS PURPOSES, SO DESIGNATED ON SAID MAP AND ALL USES INCIDENT THERETO, INCLUDING THE RIGHT TO MAKE CONNECTIONS THEREWITH FROM ANY ADJOINING PROPERTIES.

WE ALSO HEREBY DEDICATE TO THE CITY OF GLENDORA A 2-FOOT WIDE EASEMENT FOR SIDEWALK PURPOSES AS SHOWN ON SAID MAP.

Enclave Oak Glenn, LLC,
a Delaware limited liability company

NAME: MICHAEL C. VAN OAELE TITLE: CEO & President

NAME: TITLE:

BENEFICIARY NOTE

Comerica Bank

BENEFICIARY UNDER DEED OF TRUST RECORDED JULY 16, 2025 IN OFFICIAL RECORDS AS INSTRUMENT NO. 2025-0475807. O.R.

NAME: JONATHAN WARD TITLE: VP-Western Market

NAME: TITLE:

NOTARY ACKNOWLEDGMENT

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 November 4, 2025 BEFORE ME, Lisa DeBenon A NOTARY PUBLIC,
PERSONALLY APPEARED Jonathan Ward

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.

Lisa DeBenon
COMM# 2475709
NOTARY PUBLIC—CALIFORNIA
Orange County
MY COMM. EXPIRES 12/9/2027

SIGNATURE
Lisa DeBenon
PRINTED NAME

MY COMMISSION NUMBER: 2475709
MY COMMISSION EXPIRES: 12-9-2027
MY PRINCIPAL PLACE OF BUSINESS IS IN Orange COUNTY.

NOTARY ACKNOWLEDGMENT

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 Riverside)

ON 11/6/25 BEFORE ME, Julianna Armendariz A NOTARY PUBLIC,
PERSONALLY APPEARED Michael C. Van Daele

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.

JULIANN ARMENDARIZ
Notary Public - California
Riverside County
Commission # 2520314
My Comm. Expires Jun 8, 2029

SIGNATURE
Julianna Armendariz
PRINTED NAME

MY COMMISSION NUMBER: 2520314
MY COMMISSION EXPIRES: June 8, 2029
MY PRINCIPAL PLACE OF BUSINESS IS IN Riverside COUNTY.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A TRUE AND COMPLETE FIELD SURVEY PERFORMED BY ME OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF JOHN ABELL, IN JUNE, 2022. I HEREBY STATE THAT THIS TRACT MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED; THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED; AND THAT TIE NOTES FOR ALL CENTERLINE MONUMENTS NOTED AS "SET" ARE ON FILE IN THE OFFICE OF THE CITY ENGINEER.

REBECCA WINN, L.S. 7699 DATE: 10/31/25

PROFESSIONAL LAND SURVEYOR
REBECCA WINN
NO. 7699

CITY ENGINEER / SURVEYOR'S STATEMENT

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF SUBDIVISION MAP ACT AND SUBDIVISION ORDINANCES OF THE CITY APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

BY: DAVID B. RAGLAND, L.S. 5173
ON BEHALF OF THE CITY ENGINEER
MALIHA F. ANSARI, R.C.E. 70424
CITY ENGINEER
DATE: 11/24/25

PROFESSIONAL LAND SURVEYOR
DAVID B. RAGLAND
LS 5173
STATE OF CALIFORNIA

CITY CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF GLENDORA BY MOTION ADOPTED AT ITS SESSION HELD ON THE _____ DAY OF _____ , 2025 APPROVED THE ATTACHED MAP AND ACCEPTED ON BEHALF OF THE PUBLIC THE EASEMENTS FOR SANITARY SEWER, WATER, PUBLIC UTILITIES AND EMERGENCY VEHICLES INGRESS AND EGRESS PURPOSES, SO DESIGNATED ON SAID MAP AND ALL USES INCIDENT THERETO, INCLUDING THE RIGHT TO MAKE CONNECTIONS THEREWITH FROM ANY ADJOINING PROPERTIES. AND DID ALSO ACCEPT THE EASEMENT FOR SIDEWALK PURPOSES AS SHOWN ON SAID MAP.

BY: _____ DATE: _____
CITY CLERK OF THE CITY OF GLENDORA

SPECIAL ASSESSMENT CERTIFICATE

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF GLENDORA TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT AND WHICH MAY BE PAID IN FULL. HAVE BEEN PAID IN FULL.

BY: _____ DATE: _____
CITY CLERK OF THE CITY OF GLENDORA

COUNTY TAX CERTIFICATE

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

BY: _____ DATE: _____
DEPUTY

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF $ _____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF TRACT NO. 83901 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

BY: _____ DATE: _____
DEPUTY

CONDOMINIUM NOTE

THIS SUBDIVISION IS APPROVED AS A CONDOMINIUM PROJECT FOR 46 AIR SPACE UNITS, WHEREBY THE OWNERS OF THE UNITS OF AIR SPACE WILL HOLD AN UNDIVIDED INTEREST IN THE COMMON AREAS THAT WILL, IN TURN, PROVIDE THE NECESSARY ACCESS AND UTILITY EASEMENTS FOR THE AIR SPACE UNITS.

SCALE: 1"=40'

TRACT MAP 83901

IN THE CITY OF GLENDORA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SAKE ENGINEERS, INC. CORONA, CA. MAY, 2024

FOR CONDOMINIUM PURPOSES

MONUMENT NOTES:

[1] – INDICATES SEARCHED, NOTHING FOUND. SET LEAD, TACK AND TAG "LS 7699"

( ) – INDICATES RECORD DATA PER TRACT 43384, M.B. 1057 /74–76

[ ] – INDICATES RECORD DATA PER PARCEL MAP 10900, PMB 103/42

LEGEND:

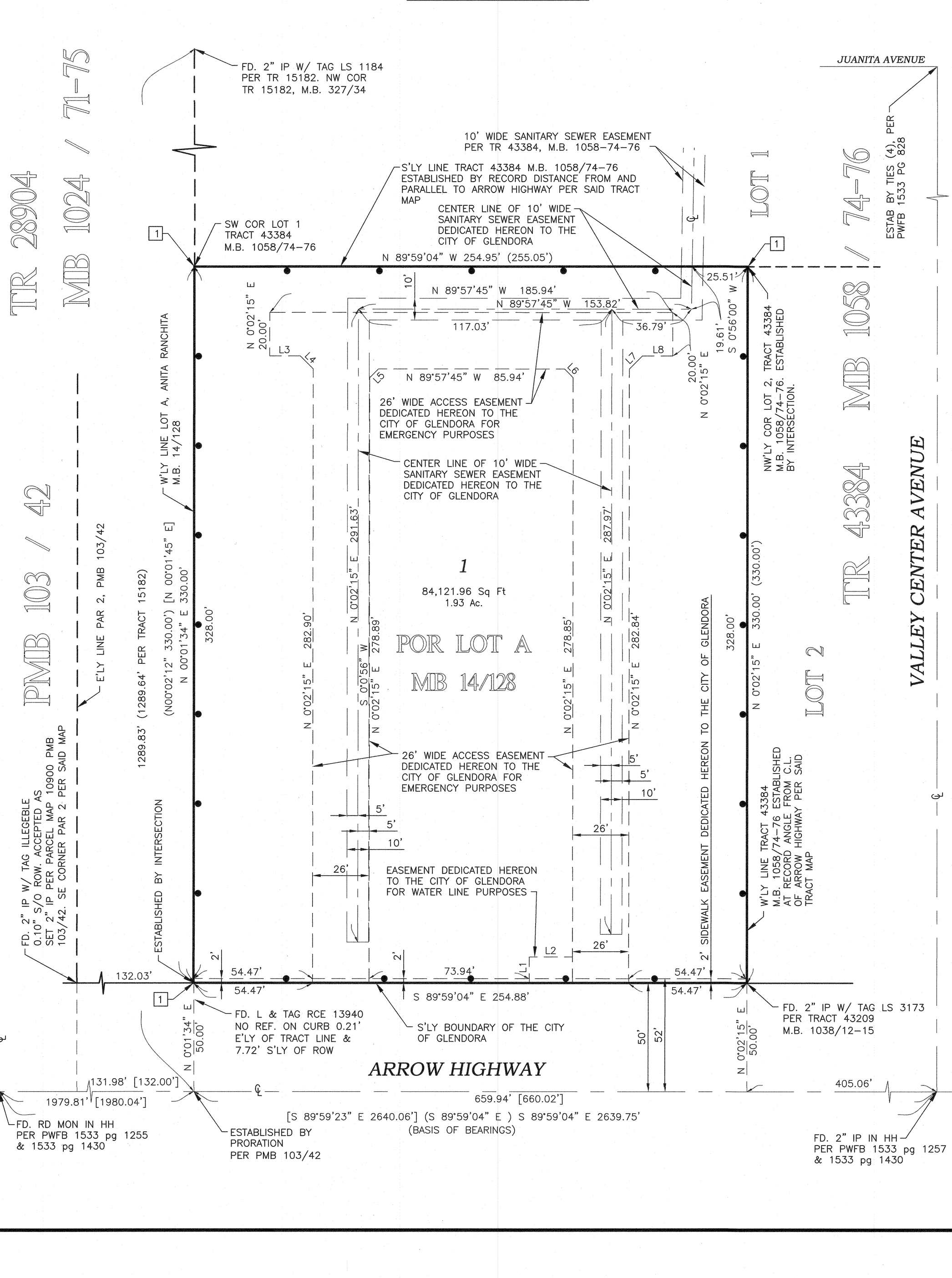
INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP

PWFB – LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS FIELD BOOK

LINE TABLE		
LINE	LENGTH	BEARING
L1	12.00	N 00°02'15" E
L2	20.00	N 89°59'04" W
L3	14.00	N 89°57'45" W
L4	8.49	N 44°57'45" W
L5	5.66	N 45°02'15" E
L6	5.66	N 44°57'45" W
L7	8.49	N 45°02'15" E
L8	14.00	N 89°57'45" W

BASIS OF BEARINGS

THE BEARING S 89°59'04" E ALONG THE CENTERLINE OF ARROW HWY. PER TRACT MAP NO. 43384 RECORDED IN MAP BOOK 1058 PAGES 74–76, RECORDS OF LOS ANGELES COUNTY WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP.



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RESOLUTION NO. CC 2024-11

A RESOLUTION OF THE CITY COUNCIL APPROVING TENTATIVE TRACT MAP NO. 83901 AND DEVELOPMENT PLAN REVIEW FOR SUBDIVISION OF LAND TO CREATE 46 RESIDENTIAL CONDOMINIUM UNITS AND DEVELOPMENT PLAN REVIEW FOR THE CONSTRUCTION OF THE TOWNHOMES ON CERTAIN PROPERTY LOCATED AT 1201-1215 EAST ARROW HIGHWAY, GLENDORA, CALIFORNIA (PROJECT FILE NO. PLN23-0015; APPLICANT: ABELL HELOU HOMES, INC; PROPERTY OWNER: PEPPERTREE GLEN DEVELOPMENT LLC)

THE CITY COUNCIL
City of Glendora, California

THE CITY COUNCIL OF THE CITY OF GLENDORA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, the California Subdivision Map Act (codified at California Government Code, Title 7, Division 2, commencing with Section 66410) establishes the legal framework regarding the division of land; and

WHEREAS, Glendora Municipal Code (GMC) §21.02.040 establishes procedures for the review of development applications proposed through a Development Plan Review (DPR) application; and

WHEREAS, the properties at 1201-1215 East Arrow Highway, Glendora, California, are located in an established neighborhood of commercial and residential type uses; and

WHEREAS, GMC §21.02.040 provides that the purpose of a DPR is to establish procedures "*whereby development plans can be reviewed to ensure orderly development, aesthetic design, safe and harmonious placement and to:*

1. *Prevent or minimize adverse impacts on property in the vicinity;*
2. *Implement the general plan and applicable specific plans;*
3. *Protect the public health, safety and welfare;*
4. *Site structures and other improvements in a manner that is in harmony with the terrain and existing developments in the vicinity;*
5. *Encourage and promote energy-efficient design";* and

WHEREAS, GMC §21.02.040(G) provides that the reviewing body (in this case, the City Council) may impose such conditions as it deems necessary to ensure that the project will meet the development standards of the zone and the purpose and intent of the DPR; and

WHEREAS, on June 30, 2023, Abell Helou Homes, Inc. (Applicant) filed an application for a Tentative Tract Map (TTM) (No. 83901) and DPR for 46 three-story, residential condominium townhomes on certain property located at 1201-1215 East Arrow Highway, Glendora, California (Project File No. PLN23-0015); and

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WHEREAS, the City of Glendora (City), as lead agency, is responsible for preparing environmental documentation in accordance with the California Environmental Quality Act (CEQA) to determine if approval of the discretionary actions requested and subsequent development would have a significant impact on the environment; and

WHEREAS, a CEQA Environmental Impact Report (EIR) was prepared for the Arrow Highway Specific Plan (AHSP) [*State Clearinghouse #2017041043]* and adopted by the Glendora City Council on September 25, 2018. This EIR included the full analysis for future construction of up to 739 residential units at realistic buildout within the City's portion of the Arrow Highway corridor. The AHSP's EIR is applicable to all future residential development plans if they are in conformance with the specific plan, thus requiring no further environmental documentation; and

WHEREAS, if the subject proposal for the subdivision and development of 46 residential condominium townhomes is approved with a determination that it follows the AHSP's intent, then no further CEQA review is necessary, and a Notice of Exception (NOE) can be submitted as the project's CEQA compliance; and

WHEREAS, a public hearing was held by the Planning Commission of the City, on April 2, 2024, after due notice was given as required by law, at which time oral and documentary evidence was introduced along with the written recommendation of the Planning Division staff of the City; and

WHEREAS, on April 2, 2024, the Planning Commission recommended approval of the TTM and DPR (Project File No. PLN23-0015) to the City Council; and

WHEREAS, a public hearing was held by the City Council of the City, on April 23, 2024, after due notice was given as required by law, at which time oral and documentary evidence was introduced along with the written recommendation of the Planning Commission of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENDORA AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are incorporated by reference.

SECTION 2. The City Council hereby makes Findings with Facts, which are hereby incorporated in full as follows:

FINDINGS FOR TENTATIVE TRACT MAP

1. The proposed map is consistent with applicable general and specific plans as specified in §65451 of the California Government Code.

FACT: Pursuant to §66473.5 of the California Government Code, the proposed TTM together with the provisions for its design and improvements are consistent with the City's General Plan Land Use Element Designation of AHSP. The proposed TTM is for a 46-unit, residential condominium townhome development that will provide housing ownership opportunities for the community. The proposed residential is consistent with the allowed uses for the AHSP. Finally, the project location is in general proximity to City employment areas, active and passive recreational opportunities, a variety of commercial areas, and multi-modal transportation routes.

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2. The design or improvement of the proposed subdivision is consistent with applicable general and specific plans.

FACT: The proposed development of residential homes is consistent with the General Plan and complies with the applicable goals, objectives and policies of the City's General Plan Elements. The residential development provides a diverse housing choice for future residents (Land Use Element Goal LU-7: A diverse range of housing choices; LU-10: Quality Infill Development; LU-18: Compatibility of Adjacent Uses; & LU-21: Preservation of Neighborhood Character). The subject site is located within a neighborhood with access to commercial areas and multiple transportation options (Housing Element Goal 3: Range of Housing Opportunities). The development project will use the latest energy conservation features to conserve natural resources and lower energy costs. The development project includes mitigation measures to ensure that noise and vibration will not exceed normally accepted levels (Noise Element Goal N-3: Coordinated Land Use Planning and Noise Mitigation). The development project complies with the General Plan Land Use Designation and zoning ordinance standards, with permitted deviations. Finally, the AHSP identifies several areas that specifically relate to the project site's development, which upon review have been determined to be compatible with the General Plan.

3. The site is physically suitable for the type of development and can accommodate the development standards of this title or as is otherwise required.

FACT: The site is designed and graded to be physically suitable for the 46-unit residential condominium townhome development. The project site has frontage on Arrow Highway which provides access and connections to existing public utilities. A private driveway provides adequate vehicular (including Fire Department equipment access) access throughout the site. The Fire Department has reviewed and accepted the site layout.

4. The site is physically suitable for the proposed density of development.

FACT: The proposed site is designed and graded to be physically suitable for the 46-unit, residential condominium townhome development. The project density of 46 units is less than the allowed maximum (30 dwelling units per acre) and consistent with the minimum dwelling units per acre (i.e., the project's density proposes 80 percent of the maximum allowed for the site).

5. The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially injure fish or wildlife or their habitat.

Fact: The subject site is located within an established urban neighborhood and the 46-unit residential condominium subdivision is considered an infill project. There are no fish or wildlife, or related habitats present on the property, and none would be affected by the project. A previous environmental review was conducted pursuant to CEQA and concluded that the project along Arrow Highway will have no significant environmental impact. The design of the subdivision and proposed improvements will not cause environmental damage.

6. The design of the subdivision or type of improvements is not likely to cause serious public health, safety, or welfare problems.

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Fact: The design of the subdivision and the proposed improvements will not result in public health, safety, and welfare problems. The subdivision includes private and common open space for recreational opportunities for residents. The subdivision design complies with Los Angeles County Fire Department emergency vehicle access requirements.

7. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.

FACT: The subdivision will not conflict with any existing public easements and new easements will be recorded as necessary for public utilities, drainage, and other issues.

FINDINGS OF FACT FOR DEVELOPMENT PLAN REVIEW

1. The use is authorized by Development Plan Review pursuant to this title.

FACT: Pursuant to Glendora Municipal Code (GMC) §21.02.040(B), the construction of multiple-family projects—apartments, condominiums, and cooperatives—is permitted with the approval of a Development Plan Review application.; and as 46 units are proposed, Planning Commission review is required.

2. The use is consistent with the general plan and other applicable plans.

FACT: The proposed development of residential homes is consistent with the General Plan and complies with the applicable goals, objectives, and policies of the City's General Elements. The residential development provides a diverse housing choice for future residents (Land Use Element Goal LU-7: A diverse range of housing choices; LU-10: Quality Infill Development; LU-18: Compatibility of Adjacent Uses; & LU-21: Preservation of Neighborhood Character). The subject site is located within a neighborhood with access to commercial areas and multiple transportation options (Housing Element Goal 3: Range of Housing Opportunities). The development project will use the latest energy conservation features to conserve natural resources and lower energy costs. The development project includes mitigation measures to ensure that noise and vibration will not exceed normally accepted levels (Noise Element Goal N-3: Coordinated Land Use Planning and Noise Mitigation). The development project complies with the General Plan Land Use Designation and zoning ordinance standards, with permitted deviations. Finally, the AHSP identifies several areas that specifically relate to the project site's development, which upon review have been determined to be compatible with the General Plan.

3. The site can accommodate the development standards of this title or as is otherwise required.

FACT: The proposed project is located on four existing lots located at 1201-1215 E. Arrow Highway, is zoned *Corridor High Density Residential (AHSO C-CR)* and is 1.93 acres in size. The proposed residential project is comprised of 46 attached, three-story, residential condominium townhomes with two-car garages; a project density of 46 units is less than the allowed maximum (30 dwelling units per acre) and consistent with the minimum dwelling units per acre (80 percent of the maximum equates to 46.56 units per acre). Therefore, the proposed project will conform to the City's current residential density for this zone in place for the Arrow Highway Corridor.

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4. The site is adequately served by streets, utilities, and other services, facilities and improvements.

FACT: The subject property has street frontage on Arrow Highway. The site is served by services and utilities provided by Athens Waste Disposal, Los Angeles County Sanitation District, City of Glendora Water Division, Glendora Police Department, Los Angeles County Fire Department, Southern California Edison, Los Angeles County Flood Control District, and all other public and private services that accommodate the operation of an attached residential condominium development. The right-of-way areas (sidewalks and streets) are located within unincorporated Los Angeles County jurisdiction and are fully improved.

5. The use will not adversely affect the character and integrity of the area, the utility and value of properties in the area, and the health, safety and welfare of the public.

FACT: The proposed project will result in the construction of 46 townhouse condominiums in an established urban neighborhood (commercial and residential uses). Therefore, the proposed residential condominium project is compatible with the neighborhood. The development of the lot will not adversely affect the character and integrity of the area or the health, safety, and welfare of the public. The project will not cause any serious health, safety, or welfare problems in that its design and related construction will be performed per the requirements of all applicable codes, including zoning and building.

SECTION 3. The City Council hereby adopts an NOE as the projects required finding and filing for CEQA compliance.

SECTION 4. The City Council hereby approves TTM and DPR (Project File No. PLN23-0015) for the subdivision and development of a 46-unit residential condominium project as described by the report and depicted on project plans attached to the City Council Agenda Report for PLN23-0015, and after determining that the project meets the requirements of GMC §21.02.040 and the California Subdivision Map Act, subject to the following Conditions of Approval:

CONDITIONS OF APPROVAL

1. The Applicant shall sign and submit to the Planning Division a statement indicating agreement with an acceptance of the adopted Conditions of Approval prior to the issuance of grading and building permits.

2. The subject property shall be developed in substantial conformance with project plans attached to the City Council Agenda Report for PLN23-0015, as modified by these Conditions of Approval.

3. The City shall have the right of entry to inspect the premises to verify compliance with the Conditions of Approval and the Glendora Municipal Code.

4. The City shall retain the right and the jurisdiction to review the TTM and DPR (No. PLN23-0015) in the event the use conducted herein is modified, changed in scope, or the owner or operator seeks to expand, alter, reconfigure, or change the use. This reservation of the right of review is in addition to, and not in lieu of, the right of the City to review and revoke the TTM and DPR (Project File No. PLN3-0015) or to modify the permit for any violation of the Conditions imposed.

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5. The Applicant agrees as a condition of issuance of this entitlement to indemnify, protect, defend, and hold harmless, the City, and any agency or instrumentality thereof, and its elected and appointed officials, officers, employees and agents, from and against any and all liabilities, claims, actions, causes or action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively, "Claims") arising out of or in any way relating to the issuance of this entitlement, any actions taken by the City related to this entitlement or the environmental review conducted under the California Environmental Quality Act, Public Resources Code §21000 et seq., for this entitlement and related actions.

Planning

6. The Applicant shall submit a map detailing the route to be followed by vehicles making deliveries of equipment, materials, and soils to and from the site to the Planning Division and Engineering Division for review and approval prior to the issuance of grading permits.

7. The Applicant shall maintain consistency with the colors and materials submitted to the Planning Division. No modifications(s) of the approved building elevations, including but not limited to, changes of finished material(s) or removal of building articulation shall be made during construction without prior written approval from the Community Development Director.

8. The delivery of materials and equipment and the outdoor use of equipment, hammers, and power tools shall be limited to the hours between 7:00 a.m. and 6:00 p.m., Monday through Friday, with no work allowed on Saturdays, Sundays, or Federal holidays with the exception of interior work. Outdoor yard work is permitted as long as it does not involve heavy equipment or noise-producing equipment.

9. A final wall and fence plan shall be submitted to the Planning Division for review and approval prior to the issuance of building permits. Approved walls and fences shall be installed prior to final occupancy.

10. Walls and fences shall be installed prior to final occupancy consistent with the preliminary fence and wall plan.

11. A Height Certification Form to ensure that per the Zoning Code, and approved Development Plan, no portion of the development shall exceed the maximum allowable height of 45 feet or three stories. A signed copy of this form shall be submitted to the Planning Division prior to the issuance of building permits.

12. The Applicant shall prepare Covenants, Conditions, and Restrictions (CC&Rs) for the development including articles establishing a condominium association. A copy of the draft CC&Rs shall be submitted to the Planning Division and City Attorney for review prior to Final Map approval. The Applicant will be responsible for payment to cover all City staff and City Attorney time required to review said CC&Rs. A recorded copy of the approved CC&Rs shall be submitted to the Planning Division prior to final occupancy as well as final payment to cover any City costs for review. CC&Rs shall include the following requirements:

    - The condominium association shall maintain all common areas including private driveways, sidewalks, lighting, landscaping, irrigation, recreation equipment, fixtures, and other improvements.

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- The condominium association shall maintain all landscaped areas, including front yard landscaping with the exception of enclosed private patio yard areas.
- The condominium association shall provide all water needed for irrigation of the common landscaped areas and for any landscaping and trees in the public right-of-way fronting the project.
- The condominium association shall maintain landscaping and irrigation in the public right-of-way.
- The CC&Rs shall clearly identify building and site maintenance responsibilities.
- The CC&Rs shall specify that the parking and/or storage of recreational vehicles, boats, trailers (recreational or business-related) equipment, and similar such vehicles, is prohibited everywhere onsite.
- The CC&Rs shall require that residents use the provided garages and private driveway assigned to their unit to park their vehicles and not for long-term storage.
- The CC&Rs shall include a time limit for guest and commercial parking space use.
- The CC&Rs shall not be amended without the written consent of the City of Glendora.

13. The Applicant is responsible for submitting forms and fees associated with the formal assignment of addresses for each residential unit and commercial building. The process is initiated with the Public Works and Community Development Departments and is concluded by the City Clerk's Office.

14. The project is subject to compliance with the City of Glendora's Community Art Program (CAP) - Ordinance 2083 and Resolution CC 2024-04. As per the requirements outlined in GMC §21.03.150, applicable projects are required to install approved artwork in conjunction with their project (encouraged) or pay an in-lieu contribution equal to a minimum percentage of the total building permit valuation (BPV). Specifically, this project must adhere to the following guidelines adopted into the City's Master Fee Schedule: New residential developments consisting of 11 or more units/houses and new mixed-use with residential as the primary component - An artwork installation approved by the city or an in-lieu contribution equal to 0.25% of the BPV is required. To ensure compliance with the CAP, the applicant must submit a CAP application and coordinate with the City's Planning Division. Approval of CAP application is required prior to building permit issuance.

Landscaping

15. A Water Efficient Landscaping Application and MWELO compliance shall be completed and submitted to both the Planning Division (for landscape) and the Water Division (for irrigation) for review and approval prior to the issuance of building permits. The plan shall be prepared by a licensed landscape architect and shall demonstrate compliance with the Water Efficient Landscape Ordinance (Assembly Bill 1881). Approved landscaping and irrigation shall be installed prior to final occupancy. (GMC §21.03.060)

16. Information regarding existing trees to be removed (location, tree type, size, general health) and the trees proposed as replacements and/or the payment of an in-lieu fee to cover the cost of trees to be removed. Tree in-lieu fees (if required) shall be assessed by the City Public Works Department and paid by the Applicant prior to the issuance of building permits. Replacement trees shall be based on the City of Glendora Urban Forestry Manual and information shall be presented as part of the final landscape design plans.

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17. All pedestrian paths, crosswalks, and project entrances shall utilize decorative paving and should be shown on the landscape plan submitted to the Planning Division.

18. All light fixtures, including freestanding and building-mounted, shall be decorative and complementary to the architectural style of the buildings and shall be subject to approval by the Planning Division.

19. All common area landscaping shall be installed by the developer and maintained by the condominium association.

Air Quality

20. The best available control measures to minimize fugitive dust emissions shall be utilized, including but not limited to watering soils as necessary to minimize dust generation. (SCAQMD Rule No. 403)

Land Development Division

Final Tract Map/Site Development:

21. A final tract map is required and shall be submitted at time of plan check. The final map will be reviewed for technical accuracy by the City's contract Land Surveyor. Developer is responsible for all such costs. A title report/subdivision report less than 6 months old is required at the time of submittal. Include copies of all underlying documents/easements of record referenced in the title report. The Surveyor preparing the map must follow GMC §20.12.010 as well as the California Subdivision Map Act. Show all easements on the property with the proper labels, identifications, and dimensions. Refer to the City's final map review sheet for detailed requirements.

22. An Indemnity Agreement and a Subdivision Improvement Agreement must be signed by the developer and approved by the City prior to final map approval. The developer will submit the final map to the City's contract Land Surveyor for technical review. The Developer is responsible for all fees associated with this review. All civil engineering drawings, reports, and studies must be signed and sealed by the engineer of record/responsible engineer.

23. Driveway widths and turning radii will be reviewed and approved by Los Angeles County Fire Department for accessibility during the plan check phase.

24. Together with the Civil Engineering Drawings prepared for the project, prepare and submit for plan check, a Composite Utility Plan showing all existing utilities to remain, to be relocated, or to be removed and all proposed utilities to be installed on-site and off-site for this project. Indicate the utility agency or company of all existing utilities; provide drawings, details, notes, and specifications for the proposed utility work.

Stormwater

25. This project is required to comply with the Federal NPDES and State Municipal Separate Storm Sewer System (MS4) requirements. Projects subject to the MS4 are to implement post-construction low impact development (LID) storm water runoff water quality control measures as a way to reduce downstream runoff. Follow GMC §21.03.090 to determine Applicability

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and Performance Criteria. A final and complete LID Report and Plans for the construction of LID improvements will be required for the project, and it must be submitted for review at time of first plan check. Follow Los Angeles County LID Standards Manual for design and format of LID Report. The soils engineer of record must review and approve the infiltration system. Refer to the City's drainage and storm water requirements for detailed information.

26. This project is required to comply with the State Construction NPDES permit. This requires a Storm Water Pollution Prevention Plan (SWPPP) for implementation during the construction phase of the project. The SWPPP must be prepared by a Qualified SWPPP Developer (QSD) and must be submitted to Public Works for review and approval. The SWPPP must be reviewed and approved prior to the issuance of the grading permit. The approved SWPPP must be implemented by a Qualified SWPPP Practitioner (QSP) during construction. Detailed plans for erosion control must be included within the SWPPP, and they shall include all necessary Best Management Practices (BMPs) and follow the City's erosion control requirements.

Grading and Drainage:

27. Grading and drainage plans are required together with supporting documents (such as geotechnical, drainage/hydrology/LID reports/plans) and must be submitted with the first plan check. The recommendations of the geotechnical engineer of record and will be reviewed according to the City's Grading Plan to the Public Works Department. A permit from the City of Glendora Public Works Department and a grading bond will be required prior to the start of construction. Show all existing and proposed easements on the improvement plans. Label, dimension, and identify easement holders. Complete and provide a copy of the City's Grading Plan Checklist.

28. All structural BMP's for the project must be shown in detail on the grading plans. The grading plan will need to be reviewed/approved by the soils engineer. A minimum ½" per hour percolation rate must be verified by the soils engineer for the project via a percolation test and included in next submittal for any areas where storm water is proposed to be infiltrated.

29. GMC §20.28.010 requires underground utilities in new developments. Coordinate with utility agencies as necessary.

30. A final geotechnical report is required, shall address over-excavation, and must be submitted at time of first engineering plan check. While the City does require reports be prepared following the Los Angeles County GMED manual, the City has not adopted its building code. First submittal of the Grading Plan should be signed and stamped by the geotechnical engineer stating that the Grading Plan is in conformance to the geotechnical/soil engineer recommendations. After final grading plan approval, the grading plan Mylar will also be wet signed and stamped by the geotechnical engineer. As necessary, provide an update letter if the soils report is greater than one year old. The geotechnical report for this project may be peer reviewed by the City's contract geotechnical engineer and/or geologist. The developer is responsible for all costs. A $1,500 deposit is required to cover review of the geotechnical report.

31. The Final Drainage Study Report is required at time of first engineering plan check, and it must follow the City's Hydrology & Hydraulics report format and discuss the offsite stormwater run-on flows (if any) from properties surrounding the site. The report should analyze both off-site storm water run-on and on-site storm water flow. The report must be coordinated with the project LID Report.

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32. Storm Drain Plans with profiles and details of proposed drains, inlets, and facilities may be required. For connection to a L.A. County storm drain, reports and plans required by the County must be submitted to the City and Los Angeles County for plan check and permitting.

33. When grading plans are submitted for first plan check, a fee is required based on the cubic yards of earth moved. A plan check fee will be collected at the time of first submittal based on the quantity on the submittal. Include over excavation and re-compaction quantity in calculation of the cut and fill quantities. At the time of issuing grading permit, final plan check fees will be adjusted accordingly with additional fees paid or refunded determined by final yardage. Grading Bond will be required.

Water/Fire Service:

34. Water is served by the City of Glendora. The water service connection will be at Arrow Highway with a master meter. The water main on the project site will be private and maintained by the Condominium Association. Exact service locations to be determined when final site plan is approved, but they shall not be located in drainage features or where water could pond. Easements may be required to access water meters, check valves, and other water devices.

35. Provide a water study, as directed by the PWD/Water Division, to determine the impact of the development's water demand on the City's water system compared to the existing condition. Contact the PWD/Water Division for specific requirements.

36. Provide domestic water demand calculations and service size, including fixture count for the entire property. Engineering calculations used for water demand shall be included. This will help assure that the current City's water main will accommodate the additional water demand at this proposed development. Include meter sizes, service sizes, and distance of furthest fixture from the meter. Indicate if fire sprinklers, private fire hydrants, or other fire protection equipment will be required by the Los Angeles County Fire Department. If any of the above fire protection equipment is required, such equipment shall be included in the calculation for water demand.

37. Frontage fees may apply to this project. Developer may be required to replace or upgrade the existing water lines fronting the project, and upsize existing water lines as necessary to meet requirements stipulated in the water model performed for the proposed development. Water improvement plans shall be prepared in accordance with City guidelines, and they shall be submitted to the PWD/Water Division for plan check. Contact the Water Division at (626) 914-8249 to determine water service requirements.

38. The owner/applicant may be required to provide water rights to serve the project. Currently water rights fees are approximately $14,000 per acre foot of water. When the final number of units and amount of landscaping are decided, contact the PWD/Water Division at (626) 914-8249 regarding the process of determining the water rights fee and to request a water will serve letter.

39. Backflow prevention shall be provided per City Standard Detail 2.30 for structural fire protection (i.e., sprinklers) and landscape irrigation systems. Plans shall be submitted to the Public Works Department with applicable plan check fees.

40. Installation of public and/or private water mains is required to serve the proposed development. A separate plan submittal will be required for any new or upgraded water mains, fire hydrants

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or fire water lines which will serve the site. That plan is a separate submittal to the PWD/Water Division as well as the CDD/Land Development Division and Los Angeles County Fire Department for review and approval. The plan will be prepared using a City of Glendora title block and must show the connection in the public right of way and must have a signature block for the Los Angeles County Fire Department. Plan review fee of 5% of the engineer's estimate is due at time of first submittal. For Los Angeles County Fire Department requirements, please contact Fire Staff at (626) 963-5564.

41. If water easements or any other easements are required and not shown on the final tract map, follow the Engineering guidelines for preparing legal descriptions and plats. The City uses an outside land surveying firm to perform the review of any documents stamped by a land surveyor for which the developer is required to pay. The developer will be required to deposit $1,000 for the initial review of the document. Any unused funds are returned or if additional fees are required, an additional deposit will be requested.

42. Fire flow tests are required by Los Angeles County Fire Department. Contact the Public Works desk at (626) 914-8246 apply for and schedule a test.

Sanitary Sewer:

43. The City of Glendora owns the sewer collection system, but it is operated and maintained for the City as part of the County's Consolidated Sewer Maintenance District (CMSD). The plan check process for any sewer improvement plans will go through both City of Glendora and Los Angeles County Public Works following County guidelines and requirements.

44. The treatment system for Glendora's sewer is owned and operated by the Los Angeles County Sanitation District No. 22. The developer's Civil Engineer will need to contact the CMSD to obtain a treatment will serve letter as well as pay the appropriate fees. For further information, contact CMSD Staff at (562) 908-4288, extension 2717.

45. The developer has provided Part 1 of the sewer study for this project (video inspection of the existing reach of sewer downstream of the proposed point of connection at the north tract boundary) during the entitlement phase of this project. The video inspection shows the existing sewer to be in good condition and appears to be a feasible point of connection. At time of plan check, Part 2 the sewer study (Sewer Area Study) shall be submitted for review and approval. A sewer study is required for the project following Los Angeles County Public Works guidelines to determine the effect (if any) on the existing sewer system. The analysis includes the City sewer lines between the project site and the County Trunk Sewer located in Sunflower Avenue. Refer to the standard County area study guidelines and flow rate/capacity information at http://dpw.lacounty.gov/ldd/lddservices/sewerAreaStudy/sewerAreaStudy.shtml.

46. On-site sewer will be City of Glendora public sewer. Off-site sewer may require new or upgraded facilities. All public sewers require a sewer improvement plan and profile prepared in accordance with the CSMD Standards and Requirements. The plan check process will go through both the City of Glendora and Los Angeles County Public Works. The developer will be responsible for Plan Check fees for the City and the County. City's plan review fee is 5% of the engineer's estimate and is due at time of first submittal. Sewer acreage and frontage charges may be applicable.

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Street Improvements:

47. The developer's Civil or Traffic Engineer must prepare a traffic/parking exhibit and a line of site analysis/exhibit at entrance/exit to/from the project site and include any recommendations for additional red curb to provide adequate site distance. The traffic/parking exhibit must show street parking, bike and parking lanes, signs, driveways, ramps, and any other traffic control device from 100 feet west of the project site to 100 feet east of the project site. The exhibit must be submitted at time of first plan check submittal to the Land Development Division for review and approval.

48. New streetlights may be required along the project frontage. A street light study/review of existing/proposed streetlights is required to determine exact number and locations of streetlights for this project. The study shall be submitted with the street improvement plan first check. All new streetlights shall be shown on the street improvement plans for this project. Study, review, and proposed design of streetlights shall be coordinated with SCE and the Land Development Division.

49. Any and all street improvements, utility, and trench work require a permit from the City of Glendora Public Works Department. Permits are also required from LA County for work in Arrow Highway. City Standards are available online at: http://www.ci.glendora.ca.us/index.aspx?page=143

50. Construction temporary traffic control plans for Arrow Highway and any signing and striping plans for the public streets must be prepared and submitted to the L.A. County Public Works Department and City Land Development Division for review/approval during the plan check phase.

Public Works – Landscaping/Irrigation Plan:

51. Landscape/Irrigation Plan will be processed through both the Planning Division (for landscape) and the Water Division (for irrigation). All the irrigation and landscape plans shall be Water Efficient. They shall be submitted at time of first plan check.

Waste Management:

52. All construction, demolition, and renovation projects within the city with a total valuation cost for the new or remodeled construction as determined by the City Building Official which are, or projected to be, greater than or equal to one hundred thousand dollars shall submit a Waste Management Plan to the Public Works Department for review and approval prior to issuance of any permits in compliance with the City's Construction and Demolition Ordinance No. 1811. The approved Waste Management Plan shall be implemented upon start of demolition, grading, and construction and maintained throughout the project until issuance of a certificate of occupancy. The City may review and amend the plan as needed. Guidelines are available from the recycling coordinator (GMC §6.09).

Public Works – Miscellaneous:

53. Applicant will be required to apply for formal address assignment. For details and fees, contact Public Works at (626) 914-8246.

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Los Angeles County Fire Department - Final Map Requirements

54. All fire hydrants shall measure 6”x 4"x 2-1/2" brass or bronze, conforming to current AWWA standard C503 or approved equal, and shall be installed in accordance with the 2017 County of Los Angeles Fire Code, Table B105.1

55. The required fire flow for the public fire hydrants for this project is 2500 gpm at 20 psi residual pressure for 2 hours. Two public fire hydrant(s) flowing simultaneously may be used to achieve the required fire flow. Fire Code 507.3 & Appendix B105.1

56. Install three new public fire hydrants as indicated on the Site Plan.

57. All required public fire hydrants shall be installed, tested and accepted prior to beginning construction. Fire Code 501.4

Los Angeles County Fire Department

58. The approval of this permit shall be contingent on approval by the Los Angeles County Fire Department. Any changes resulting from the requirements of the Los Angeles County Fire Department shall be submitted to the Planning Department for review and approval prior to the commencement of construction.

59. A final fuel modification plan shall be submitted and approved by the Forestry Division prior to building plan approval. Implementation of the approved Final Fuel Modification Plan and final inspection will be required prior to the approval of final occupancy. Submit 3 copies of the completed fuel modification plan to the Fuel Modification Unit: Fire Station 32, 605 N. Angeleno Avenue, Azusa 91702-2904. Phone (626) 969-5205, Fax (626)969-4848 (Fire Code 4908).

Term

60. The approved use and/or construction work shall commence within 24 months after the effective date of the approval, or such other period specified as a condition of approval and shall be carried on diligently to completion. If the use or construction work is not started within the required time and carried on diligently to completion, the permit shall become void; however, the Director may extend the time limit in the case of unavoidable delay. The applicant must submit a written request to the reviewing body or Director for a time extension at least thirty days before the original time limit expires. Consideration of a time extension does not require a public hearing even if a hearing was required for the original permit. (GMC §21.02.010 E.)

Enforcement

61. The property owner shall pay the costs of any code enforcement activities, including attorney’s fees, resulting from the violation of any conditions of approval or any provision of the GMC. (GMC §1.18)

62. Any violation of the Zoning Ordinance or any entitlement granted is considered a misdemeanor punishable by a fine not to exceed one thousand dollars ($1,000.00) and/or by imprisonment in the County jail for a period not to exceed six (6) months. Each day or portion of a day during which any violation of the Zoning Ordinance occurs or continues constitutes a separate offense and shall be punishable as provided. (GMC §21.01.030 H.)

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SECTION 5. The Mayor shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption of this Resolution, and the same shall thereupon take effect on April 23, 2024 subject to a 15 calendar-day appeal and be enforced in accordance with the terms and Conditions thereof.

PASSED, APPROVED and **ADOPTED** this 23rd day of April, 2024.

City Council of Glendora, California

DocuSigned by:
BY: Mendell Thompson
MENDELL L. THOMPSON
Mayor
Apr 26, 2024 | 2:12 PM PDT

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

DocuSigned by:
Danny Aleshire
DANNY ALESHIRE
City Attorney
Apr 26, 2024 | 3:48 PM PDT

CERTIFICATION

I, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Glendora at a regular meeting held on the 23rd day of April, 2024, by the following vote:

AYES:	MEMBERS:	Allawos, Boyer, Davis, and Thompson.
NOES:	MEMBERS:	Fredendall.
ABSENT:	MEMBERS:	None.
ABSTAIN:	MEMBERS:	None.

Dated: April 24, 2024

DocuSigned by:
Kathleen Sessman
KATHLEEN R. SESSMAN
City Clerk/Communications Director
Apr 29, 2024 | 10:08 AM PDT

DocuSign

Certificate Of Completion

Envelope Id: 534EEBD2628D4AC8A3BE1E82A885D7FD
Status: Completed
Subject: Complete with DocuSign: Resolution CC 2024-11 1201-1215 East Arrow Highway (KS Revised 4.22.24)...
Source Envelope:
Document Pages: 14
Signatures: 3
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
City Clerk's Office
116 E Foothill Blvd
Glendora, CA 91741
CCO@cityofglendora.org
IP Address: 173.196.201.130

Record Tracking

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4/24/2024 3:25:11 PM
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Location: DocuSign

Signer Events	Signature	Timestamp
Mendell Thompson mthompson@cityofglendora.org Councilman Security Level: Email, Account Authentication (None)	DocuSigned by: Mendell Thompson 68A1C182A8B5415... Signature Adoption: Pre-selected Style Using IP Address: 76.33.139.30	Sent: 4/24/2024 3:35:36 PM Viewed: 4/26/2024 2:11:55 PM Signed: 4/26/2024 2:12:30 PM
Electronic Record and Signature Disclosure: Accepted: 4/12/2023 10:25:39 AM ID: 15b31841-3eb9-491d-81ee-0b552b365d88		
Danny Aleshire danny.aleshire@awattorneys.com Security Level: Email, Account Authentication (None)	DocuSigned by: Danny Aleshire 0D5924B7E6ED4A5... Signature Adoption: Pre-selected Style Using IP Address: 50.112.162.3	Sent: 4/26/2024 2:12:32 PM Viewed: 4/26/2024 3:48:51 PM Signed: 4/26/2024 3:48:59 PM
Electronic Record and Signature Disclosure: Accepted: 2/9/2023 10:45:54 AM ID: 8f7b67a5-3822-4218-9d26-bc44a71d606a		
Kathleen Sessman ksessman@cityofglendora.org City of Glendora Security Level: Email, Account Authentication (None)	DocuSigned by: Kathleen Sessman 2252A9F44B69431... Signature Adoption: Pre-selected Style Using IP Address: 173.196.201.130	Sent: 4/26/2024 3:49:01 PM Viewed: 4/29/2024 10:08:09 AM Signed: 4/29/2024 10:08:53 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Natalie Espinoza nespinoza@cityofglendora.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/29/2024 10:08:55 AM
City Clerk's Office cco@cityofglendora.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/29/2024 10:08:56 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/24/2024 3:35:36 PM
Certified Delivered	Security Checked	4/29/2024 10:08:09 AM
Signing Complete	Security Checked	4/29/2024 10:08:53 AM
Completed	Security Checked	4/29/2024 10:08:56 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Glendora (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Glendora:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: smateer@cityofglendora.org

To advise City of Glendora of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at smateer@cityofglendora.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Glendora

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to smateer@cityofglendora.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Glendora

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to smateer@cityofglendora.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Glendora as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Glendora during the course of your relationship with City of Glendora.

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INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT (this "**Agreement**") is made and entered into as of this _____ day of _____, 2026, between the CITY OF GLENDORA, a California municipal corporation, ("**City**"), and ENCLAVE OAK GLENN, LLC, a Delaware limited liability company ("**Subdivider**"). City and Subdivider are sometimes referred to herein individually as a "**Party**" and jointly as the "**Parties**."

RECITALS

A. Subdivider is the owner of certain real property generally located at 1201-1215 East Arrow Highway in the City of Glendora ("**Property**").

B. The City previously approved Tentative Tract Map No. 83901 ("**TTM**") for the Property pursuant to the Subdivision Map Act ("**Map Act**").

C. Pursuant to the Map Act and the Glendora Municipal Code ("**GMC**"), Subdivider has applied to the City for a final map for the Property based on the TTM.

D. Pursuant to Government Code Section 66474.9(b), the City is requiring, as a condition to the approval of the Subdivider's final map application for the TTM, that Subdivider defend (with legal counsel reasonably acceptable to City), indemnify and hold harmless City and any agency or instrumentality thereof, its elected and appointed boards, commissions, officials, officers, employees and agents (collectively, "**Indemnitees**") from and against any and all claims, actions or proceedings to attack, set aside, void or annul an approval of City, any advisory agency, appeal board or City Council concerning the subdivision known as Tract No. 83901, to the fullest extent permitted by law, which claims, actions or proceedings are brought within the time period provided for in Government Code Section 66499.37.

E. In addition, Subdivider has voluntarily agreed to provide similar indemnification for any and all claims, actions or proceedings arising out of or in any way relating to the environmental review conducted under the California Environmental Quality Act (Public Resources Code Section 21000, et seq., hereinafter "**CEQA**") in conjunction with an approval granted by City, its boards, commissions or employees concerning the TTM, which claims, actions or proceedings are brought within the time periods provided for in Public Resources Code Section 21167.

NOW, THEREFORE, in consideration of City granting approval of the final map for Tract No. 83901 (the "**Final Map**") and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section I. RECITALS. The Recitals set forth above are acknowledged as true and correct by the Parties.

Section II. INDEMNITY.

A. Subdivider shall defend (with legal counsel reasonably acceptable to City),

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indemnify and hold harmless, the Indemnitees from and against any and all claims, actions or proceedings to attack, set aside, void or annul an approval of City, any advisory agency, appeal board of the City Council concerning the TTM or Final Map, which claims, actions or proceedings are brought within the time period provided for in Government Code Section 66499.37.

B. In addition, Subdivider shall defend (with legal counsel reasonably acceptable to City), indemnify and hold harmless, the Indemnitees from and against any and all claims, actions or proceedings arising out of or in any way relating to the environmental review conducted under CEQA in conjunction with any approval granted by City, its boards, commissions or employees concerning the TTM or Final Map which claims, actions or proceedings are brought within the time periods provided for in Public Resources Code Section 21167.

C. To the extent that the obligations set forth above may be unenforceable because they violate any law or public policy, then Subdivider will contribute the maximum amount allowed by law in payment and satisfaction of all claims, actions or proceedings incurred by the Indemnitees which are within the scope of the terms and provisions of this Agreement.

D. The indemnity provisions provided in this Agreement are limited to claims, actions or proceedings brought by third parties and are not intended to cover any claim, action or proceedings brought by Subdivider.

Section III. SUCCESSORS AND ASSIGNS. The representations, warranties, indemnities, covenants and agreements provided herein shall become effective upon execution of this Agreement and shall be binding upon Subdivider's successors and assigns.

Section IV. REIMBURSEMENT OF EXPENSES. In the event the Indemnitees sustain any expenses which are reimbursable pursuant to this Agreement, which may include, without limitation, all reasonable legal fees and associated costs/expenses, Subdivider agrees to reimburse the Indemnitees for such expenses within a reasonable time, but in no event, exceeding sixty (60) days after receiving written notice from said Indemnitees that they have incurred such expenses.

Section V. NOTICE OF CLAIM AGAINST INDEMNITEES. City shall give Subdivider prompt written notice of any claim, action, or proceeding regarding the subject matter of this Agreement, and shall cooperate in the defense of any applicable claim, action or proceeding. If City fails to notify Subdivider of any claim, action or proceeding against the Indemnitees, or if City fails to reasonably cooperate in the defense, Subdivider shall not thereafter be responsible to defend, indemnify, or hold harmless the City.

Section VI. PARTICIPATION BY CITY. Nothing contained in this Agreement prohibits City from participating in the defense of any claim, action or proceeding.

Section VII. SETTLEMENT. Subdivider shall not be required to pay or perform any settlement unless the settlement is approved in writing by Subdivider.

Section VIII. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California and, to the extent that federal

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law may preempt the applicability of state laws, federal law.

Section IX. AMENDMENTS. This Agreement may not be changed or amended orally but only by an instrument in writing signed by the Party against whom enforcement by the change or amendment is sought.

Section X. SEVERABILITY. Should any non-material provision of this Agreement be held invalid or illegal, such invalidity or illegality shall not invalidate the whole of this Agreement but, rather, the Agreement shall be construed as if it did not contain the invalid or illegal part, and the rights and obligations of the Parties shall be construed and enforced accordingly. The obligations in this Agreement shall not be deemed terminated, modified or limited by any other agreement between City and Subdivider.

Section XI. ATTORNEYS' FEES. If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing Party in such litigation shall be entitled to an award of reasonable attorney's fees, in addition to any other relief to which it may be entitled.

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

To City: City Clerk
City of Glendora
116 East Foothill Boulevard
Glendora, California 91741

With copy to: ALESHIRE & WYNDER, LLP
1 Park Plaza Suite 1000
Irvine, California 92614
Attn: Danny Aleshire, City Attorney

To Subdivider: ENCLAVE OAK GLENN, LLC
391 North Main Street, Suite 301
Corona, California 92878
Attn: Michael C. Van Daele, CEO and President

Any notice which either Party may desire to give to the other Party must be in writing and may be given (i) by personal delivery (including reputable overnight courier (such as Federal Express, UPS or DHL) which will be deemed received the following day, or (ii) by mailing the same by registered or certified mail, return receipt requested which will be deemed delivered three (3) days after depositing same in the mail, addressed to the party to whom the notice is directed as set forth above or such other address and to such other persons as the parties may hereafter designate in writing.

Section XIII. HEADINGS. The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents of the

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sections to which they relate.

Section XIV. NO PRESUMPTION. The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any Party to be the drafter of this Agreement, and therefore no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

Section XV. NO THIRD PARTY BENEFICIARIES. This Agreement is intended to benefit only the Parties hereto and their respective successors and assigns. Neither City nor Subdivider intend to create any third party beneficiary rights in this Agreement in any contractor, subcontractor, member of the general public, or other person or entity.

Section XVI. CONSENT TO JURISDICTION AND VENUE. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Los Angeles, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding.

Section XVII. ASSISTANCE OF COUNSEL. Each Party to this Agreement warrants to each other Party that it has had the assistance of counsel in the negotiation of this Agreement, and all related documents.

Section XVIII. QUALIFICATION AND AUTHORITY. Each individual executing this Agreement on behalf of Subdivider represents, warrants and covenants to the City that (a) such person is duly authorized to execute and deliver this Agreement on behalf of Subdivider in accordance with authority granted under the organizational documents of such entity, and (b) Subdivider is bound under the terms of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
CITY OF GLENDORA, a municipal corporation

By: _____
David Fredendall
Mayor

SUBDIVIDER:
ENCLAVE OAK GLENN, LLC

Signed by:
Michael C. Van Daele
9105CD5EFFE0467...

By: _____
Michael C. Van Daele
CEO / President / Managing Member
Feb 13, 2026 | 10:04 AM PST

ATTEST:

By: _____
Kathleen R. Sessman
City Clerk/Communications Director

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

DocuSigned by:
Danny Aleshire
0D5924B7E6ED4A5...

By: _____
Danny Aleshire
City Attorney

RECORDING REQUESTED BY:
WHEN RECORDED RETURN TO:

CITY OF GLENDORA
116 E. Foothill Blvd.
Glendora, CA 91741
ATTN: CITY CLERK

Exempt from recording fee, per Government Code § 6103
APN: 8653-028-016, 8653-028-017, 8653-028-018, 8653-028-019

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT FOR

TRACT NO. 83901

between

THE CITY OF GLENDORA,
a municipal corporation,

and

ENCLAVE OAK GLENN, LLC
a Delaware limited liability company

SUBDIVISION IMPROVEMENT AGREEMENT

Tract No. 83901

This Subdivision Improvement Agreement for Tract No. 83901 ("**Agreement**") is entered into as of this __ day of _____, 2026 ("**Effective Date**"), by and between the City of Glendora, a municipal corporation ("**City**") and Enclave Oak Glenn, LLC, a Delaware limited liability company ("**Developer**"). City and Developer are sometimes referred to herein individually as a "**Party**" and jointly as the "**Parties**."

RECITALS

A. Developer warrants and represents to the City that Developer is the sole owner of the real property located at 1201-1215 East Arrow Highway, Glendora , CA which is the subject of Tentative Tract Map 83901 ("**Tract No. 83901**" or "**Property**"), legally described as follows:

> TRACT NO. 83901, IN THE CITY OF GLENDORA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, A PROPOSED SUBDIVISION OF A PORTION OF LOT A OF ANITA RANCHITA AS PER MAP RECORDED IN BOOK 14 PAGE 128 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

B. Developer has proposed a project consisting of the construction of 46 residential condominium units on one lot with proposed private driveways and fire lanes as required by (i) the Conditions of Approval issued by the City ("**Conditions**") for Tentative Tract Map No. 83901 and Development Plan Review (Project No. PLN23-0015) as set forth in Resolution CC 2024-11, and (ii) the Project's Notice of Exception for CEQA compliance.

C. Developer seeks approval of the Final Map for Tract No. 83901 ("**Final Map**") although Developer has not yet completed construction of the on-site and off-site improvements and other obligations required by the Conditions of Approval for the site comprising Tract No. 83901 ("**Project**"). The Conditions of Approval are referred to as "**Approvals**".

D. Developer agrees that, at the time Developer obtains City approval of the Final Map, there will be Approvals required for the Project that will not be complete which Developer acknowledges and agrees that Developer remains responsible to complete pursuant to the Approvals despite the City's approval of the Final Map. The incomplete physical improvements are collectively referred to herein as the "**Improvements.**" The Improvements are listed on Exhibit A and more particularly described in the conditions cross-referenced therein. The individual Improvements identified on Exhibit A are each referred to herein as a "**Component**".

E. Developer desires to post security in an amount sufficient to guarantee that the Improvements will be completed pursuant to the Subdivision Map Act. The Parties are entering into this Agreement to ensure that that Developer completes construction of each Component of the Improvements, while allowing Developer to receive approval for the Final Map.

COVENANTS

Based upon the foregoing Recitals, which are incorporated herein by reference, and in consideration of City's approval of the Final Map for the Property, the Developer agrees to timely perform all of its obligations as set forth herein.

Section 1. **Effectiveness; Purpose.** This Agreement shall not be effective unless and until executed by the Parties and it is recorded in the Recorder's Office of the County of Los Angeles ("**County Records**") and the City receives and approves all of the required Security Instruments (as defined below). Thereafter, following execution of this Agreement, Developer shall cause the Improvements to be designed, engineered, permitted and constructed. As of the date of recordation of this Agreement, Developer represents and warrants to the City that there are no monetary liens or deeds of trusts ("**Liens**") of record against the Property. If any Liens exist, the Liens must be subordinated to this Agreement.

Section 2. **Public Improvements.** Performance of this Agreement and conveyance of the Improvements and the warranty bonds to the City shall constitute Developer's substantial compliance with the Approvals, satisfying Developer's obligation to construct the Improvements.

Section 3. **Preparation and Approval of Plans and Specifications**. Prior to the Effective Date, Developer has caused plans and specifications (collectively, "**Plans**") to be prepared for the Improvements and the city engineer or other person or entity authorized by the City Council to act as City Engineer ("**City Engineer**") has approved the Plans for the Improvements and has confirmed that the Plans are consistent with the Conditions. Developer shall obtain at its cost all the licenses and permits (collectively, "**Permits**") required by the City or any other governmental agency required for the construction of the Improvements in accordance with the Plans and shall provide copies of approved Plans and documentation of all permits and approvals by any outside agencies to the City Engineer.

Section 4. **Intent of Plans for the Improvements**.

(a) The intent of the Plans is to prescribe the complete Improvements which Developer shall perform or cause to be performed in a manner acceptable to the City Engineer (or his/her designee) and in full compliance with all codes and the terms of this Agreement. Developer shall complete functional and operable Improvements, even though the Plans may not specifically call out all items of work required for the contractor to complete its tasks, incidental appurtenances, materials, and the like. If any omissions are made or information necessary to carry out the full intent and meaning of the Plans, Developer or its contractor shall immediately notify its design engineer who will contact the City Engineer, for furnishing of detailed instructions and approval. In the event of any doubt or question arising regarding the true meaning of any of the Plans, reference shall be made to the City Engineer whose decision thereon shall be final.

(b) All authorized alterations affecting the requirements and information given on the Plans shall be in writing and approved by the City Engineer. The Plans shall be supplemented by such working or shop drawings as are necessary to adequately control the work. Any proposed changes to the Plans shall also be approved by the associated regulatory agency, if

required by the City Engineer or other law or regulation, prior to construction per said change. Failure to obtain written approval of said change may result in the demolition and reconstruction of said improvement. Costs of such activities shall be solely borne by Developer.

Section 5. **Defective Work on the Improvements**. Developer shall cause its contractor to repair, reconstruct, replace, or otherwise make acceptable any portion(s) of the Improvements which are found by the City Engineer to be defective as to materials or workmanship within one year following City's acceptance of that Improvement.

Section 6. **No Warranty by City on the Improvements.** The Plans for the Improvements have been prepared by or on behalf of Developer, or its consultants or contractors, and City makes no representation or warranty, express or implied, to Developer or to any other person regarding the adequacy of the Plans or related documents.

Section 7. **Duty of Developer to Construct.** Developer shall construct, or cause the Improvements to be constructed, at Developer's sole cost and expense, in accordance with the Plans. Developer shall perform all of its obligations hereunder and shall conduct all operations with respect to the construction of the Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. Developer shall convey title to the completed Improvements to the City promptly upon acceptance of such Improvements by the City, which acceptance shall not be unreasonably withheld or delayed. The estimated construction cost for the Improvements is **Three Hundred Eighty Thousand Dollars ($380,000).**

Section 8. **Construction Requirements.**

(a) **Prevailing Wages**. Developer shall be responsible for causing all contractors and subcontractors performing any work on the Improvements to comply with all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. With respect to any work subject to the requirement to pay prevailing wages, Developer shall require, and the specifications and contract documents shall require, all contractors, subcontractors, vendors, equipment operators and owner operators, as applicable, to the extent such individuals or entities are engaged to perform work on the Improvements, to pay at least general prevailing wage rates to all workers employed in the execution of the contract, to post a copy of the general prevailing wage rates at the job-site in a conspicuous place available to all employees and applicants for employment, and to otherwise comply with applicable provisions of the California Labor Code, Government Code, and the Public Contracts Code relating to general prevailing wage rates as required by the Plans. Developer expressly agrees to indemnify, defend, and hold the City, its elected officials, employees and agents (with attorneys selected by the City) free and harmless from any claims, penalties, or liabilities arising out of any failure or alleged failure to comply with prevailing wage laws.

(b) **Contractor Insurance.** Developer shall require each contractor and subcontractor, to the extent such individual or entity is engaged to perform work on the

Improvements, to provide proof of insurance coverage satisfying the requirements of Section 15 below throughout the term of the construction of the Improvements. Rather than requiring its contractors to provide such insurance, Developer may elect to provide the same for the benefit of its contractors. Similarly, each contractor may elect to provide the same for the benefit of its subcontractors.

(c) **Contractor Compliance.** Developer shall comply, and shall cause each contractor, subcontractor, vendor, or equipment operator, to the extent such individual or entity is engaged to perform work on the Improvements, to comply with such other requirements relating to the construction of the Improvements as City may impose by written notification delivered to Developer, to the extent legally required as a result of changes in applicable federal, state or City laws, rules or procedures.

(d) **Certified Payroll.** With respect to any Improvements which require the payment of prevailing wages, Developer shall require, and the specifications and bid and contract documents shall require, all contractors, subcontractors, vendors, equipment operators and owner operators, in each such case to the extent such individuals or entities are engaged to perform work on the Improvements subject to prevailing wage requirements, to submit certified weekly payroll records to City Engineer promptly upon request and to furnish electronic certified payroll records to the Labor Commissioner.

(e) **Licensed Contractors.** Developer shall cause all of the Improvements to be constructed by contractors and subcontractors with valid California Contractors' licenses for the type of work being performed. Developer shall provide proof to the City Engineer, at such intervals and in such form as the City Engineer may require, that the foregoing requirements have been satisfied as to the Improvements.

Section 9. Cost of Construction.

(a) **Developer Responsible for All Costs of Construction of the Improvements.** Developer shall be responsible for payment of all costs incurred for construction and installation of the Improvements.

(b) **Payment to City for Cost of Related Inspection and Engineering Services for the Improvements.** Developer shall compensate City for all of City's costs reasonably incurred in having its authorized representative make the usual and customary inspections of the Improvements. In addition, Developer shall compensate City for all design, plan check, and evaluation of any proposed or agreed-upon changes in the work. The procedures for deposit and payment of such fees shall be as established by the City Council. In no event shall Developer be entitled to additional inspections or a final inspection and acceptance of any of the Improvements until all City fees and charges have been fully paid, including without limitation, charges for applicable penalties and additional required inspections.

Section 10. Modifications to the Estimated Cost.

(a) The cost of construction of any Component shall not exceed the amounts shown in Exhibit B by more than five percent (5%) without Developer delivering written notice to the City Engineer. If during the course of construction of the Improvements, Developer

is presented with a change order or set of change orders that would increase the construction cost of any Component secured by a bond by more than fifteen percent (15%), Developer must receive the approval of City Engineer before approving the change order(s) and the City Engineer may request a corresponding increase in the amount of the bonds for such Component. In no instance shall the total construction costs for any one Component or all of the Components collectively, including any change orders, exceed the estimated construction costs shown for any one Component or all of the Components, respectively, in Exhibit B ("**Estimated Costs**") plus fifteen percent (15%) without the City Engineer's approval. Hence, prior to approving any change order which would increase the construction cost of any one or all of the Components by more than fifteen percent (15%) over the total amount listed on Exhibit B, Developer shall request that the City Engineer approve of this change.

(b) The City Engineer may demand, and Developer will comply with, an increase in the bond coverage to reflect the increased costs for constructing any of the Components to ensure adequate bonds are in place. To the extent such estimated costs exceed the Estimated Costs included on Exhibit B for such Component of the Improvements, the bonds applicable to such Component shall be increased by the difference.

Section 11. Inspection; Completion of Construction; Final Acceptance.

(a) The City Engineer shall have responsibility for inspecting the construction of the Improvements to ensure that the construction is accomplished in accordance with the Plans approved by the City Engineer. City personnel shall have access to the construction site / Property at all reasonable times for the purpose of accomplishing such an inspection.

(b) After Developer's contractor has completed a Component of the Improvements, Developer shall request a final inspection of such work. If items are found by the inspector or the civil engineer to be incomplete or not in compliance with this Agreement or any of the requirements contained or referenced herein, City will inform Developer of such items. After the contractor has completed these items, the procedure shall then be the same as specified above for the contractor's initial request for final inspection.

(c) No inspection or acceptance pertaining to specific parts of a Component shall be construed as final acceptance of any part until the overall final acceptance of a Component is made by the City. Final acceptance shall not constitute a waiver by City of defective work subsequently discovered.

(d) Upon completion of the Improvements and final acceptance by the City, Developer shall promptly file with the Glendora City Clerk a Notice of Completion.

(e) Each Component may be completed by Developer at different times and the City agrees that it shall inspect and accept each Component (and release the bonds for each such Component) individually upon completion thereof by Developer, without a requirement for completion of all of the Components.

Section 12. Continuous Work on the Improvements. After commencement of construction on one of the Improvements, Developer shall cause such work to be diligently pursued to completion and shall not abandon the work for a consecutive period or more than sixty (60)

days, events of Force Majeure excepted.

(a) Force Majeure. Notwithstanding the provisions of this Section above, Developer's time for commencement and completion of the Improvements shall be extended for the period of any enforced delay due to circumstances beyond the control and without the fault of Developer ("**Force Majeure**"), including, to the extent applicable, adverse weather conditions, flood, earthquakes, strikes, lockouts, acts of God, enemy action, civil commotion, fire or other casualty, failure or inability to secure materials or labor by reason of priority or similar regulations or order of any governmental or regulatory body, and similar causes. With respect to any claim for Force Majeure, such claim shall be deemed timely made if written notice of a Force Majeure event is given to the other Party: (i) with respect to Force Majeure claimed as a result of a physical condition, within five (5) days of the commencement of the grounds for the claim to a right to extend its time for performance hereunder, (ii) with respect to all other Force Majeure claimed, within six (6) months of the commencement of the grounds for the claim to a right to extend its time for performance hereunder, or (iii) within such other time period as may be accepted by the other Party in its sole discretion. The City Manager shall evaluate and approve or deny all claims to Force Majeure made by Developer and the decision of the City Manager shall be final.

Section 13. Maintenance of Facilities Prior to Acceptance; Warranties. Developer shall maintain the Improvements in good and safe condition until their acceptance by City. Prior to the acceptance of each Component, which shall not be unreasonably withheld or delayed by the City following completion of such Component, Developer shall be responsible for maintaining the Improvements comprising such Component in proper operating condition and shall perform such maintenance as the City Engineer reasonably determines to be necessary. As of the date of acceptance of each Component of the Improvements, Developer shall assign to City all of Developer's rights in any warranties, guarantees, maintenance obligations or other evidence of contingent obligations of third persons with respect to such Component.

Section 14. Security.

(a) Required Security for Construction.

(i) Prior to execution of this Agreement, Developer shall furnish to City the following bonds or letters of credit ("**Security Instruments**") in the amounts and under the terms set forth below. The amount of the Security Instruments shall be based on the City Engineer's approval of Developer's approximation of the actual cost to construct the Improvements assuming that the Improvements require the payment of prevailing wages. The estimated costs for construction of the Improvements are listed on Exhibit B ("**Estimated Costs**"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security Instruments in the amount requested by City. Developer's compliance with this provision (Section 14) shall in no way limit or modify Developer's indemnification obligations provided in this Agreement.

(A) As to each Component or group of Components, Developer shall provide a Security Instrument securing Developer's faithful performance of such Component(s) of the Improvements ("**Performance Bond**"), in the total amount of the Estimated Costs. The Performance Bond(s) shall be in the form attached hereto as Exhibit C.

(B) As to each Component or group of Components, Developer shall provide a Security Instrument guaranteeing the payment to contractors, subcontractors, and other persons furnishing labor, materials, and/or equipment ("**Payments Bond**") with respect to such Component(s) in a total amount equal to one hundred percent (100%) of the Estimated Costs described on Exhibit B. The Payment Bond(s) shall be in the form attached as Exhibit D.

This Agreement shall not be effective for any purpose until Security Instruments for construction are supplied to and approved by City in accordance herewith.

(ii) Required Security Instruments for Maintenance and Warranty of the Improvements. Prior to the City Council's acceptance of a Component of the Improvements and recordation of a Notice of Completion, Developer shall deliver a Security Instrument warranting the work accepted for a period of one (1) year following said acceptance ("**Warranty Bond**"), in the amount not less than one hundred (100%) of the Estimated Costs for all of the Components, or, as to any Component, the amount equal to of the Estimated Costs for such Component listed on Exhibit B, or the amount that is one hundred (100%) of the actual construction costs for the Improvements.

(b) Form of Security Instruments. All Security Instruments shall be in the amounts required under Section 14(a), shall meet the following minimum requirements and otherwise shall be in a form provided by City or otherwise approved by the City Attorney:

(i) Bonds. All bonds must be issued and executed by an insurance company authorized to transact surety business in the State of California. Any insurance company acting as surety shall have a minimum rating of A or better according to the most recent Best Rating Guide or the Key Rating Guide and only if they are of a financial category Class VII or better. Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Improvements or any Component thereof, or the plans and specifications for the Improvements shall in any way affect its obligation on the Security Instruments.

(ii) General Requirements for all Security Instruments.

(A) Payments under any Security Instruments shall be required to be made (and, with respect to bonds, litigation shall be required to be instituted and maintained) in the County of Los Angeles, State of California (and the Security Instrument shall so provide).

(B) Each Security Instrument shall have a minimum term of one (1) year after the deadline for Developer's completing the Improvements as evidenced by the Notice of Completion.

(C) Each Security Instrument shall provide that changes may be made to the Improvements or any Component pursuant to the terms of this Agreement without notice to any issuer or surety and without affecting the obligations under such Security Instrument.

(c) Developer's Liability. While no action of Developer shall be required for City to realize on its security under any Security Instrument, Developer agrees to cooperate with City to facilitate City's realization under any Security Instrument, and to take no action to prevent City from such realization of any Security Instrument. Notwithstanding the giving of any Security Instrument or the subsequent expiration of any Security Instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Developer shall be liable for performance under this Agreement and for payment of the reasonable cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within ten (10) days after receipt of a written demand, deliver to City such substitute security as City shall require satisfying the requirements in this Section 14.

(d) Release of Security Instruments.

(i) City shall release, or partially release as applicable, the Performance Bond and Payment Bond in accordance with the requirements of Government Code Section 66499.7 or within any earlier time period required hereby when all of the following have occurred as to any Component of the Improvements:

(A) Developer has made written request for release and provided evidence of satisfaction of all other requirements in this Section 14(d);

(B) the Improvements associated with such Component have been accepted by the City Engineer or the City Council, which acceptance shall not be unreasonably withheld or delayed; provided that roadway, utility and park Improvements shall be deemed accepted by the City upon (1) inspection by the City Engineer and approval by the City Council which shall not be unreasonably withheld or delayed and (2) either (x) commencement of operation of such Improvements by the City, any water district or other special district or (y) use of such Improvements by the public.

(C) Developer has delivered the Warranty Bond with respect to such Component; and

(D) subject to the following sentences after passage of the time within which lien claims are required to be made pursuant to applicable laws, if lien claims have been timely filed with respect to such Component, City shall hold the Payment Bond until such claims have been resolved, Developer has provided a statutory bond, or otherwise as required by applicable law.

City shall release the Warranty Bond upon Developer's written request upon the expiration of the warranty period provided no claims are outstanding at that time regarding defective work.

Section 15. Insurance Requirements. Without limiting or diminishing Developer's obligation to indemnify or hold City harmless, Developer shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. The required proof of insurance must be provided to and approved by the City prior to the commencement of construction of the Improvements.

(a) Commercial General Liability. Developer shall maintain a policy of commercial general liability insurance to protect said Developer, its contractors and subcontractors and the City and its officers, agents and employees ("**City Parties**") against loss from liability imposed by law, for damages on account of bodily injury, including death resulting therefrom suffered or alleged to have been suffered by any person or persons, other than employees, resulting directly or indirectly from the performance or execution of this contract or any subcontract thereunder, and also to protect Developer and contractor and the City and its parties against loss from liability imposed by law, for damage to any property, caused directly or indirectly by the performance and execution of this contract or of any subcontract related to the construction or maintenance of the Improvements. Said general liability insurance shall be maintained by Developer in full force and effect during the entire period of performance under this contract in the amount of not less than Two Million Dollars ($2,000,000) per occurrence and no less than Four Million Dollars ($4,000,000) general aggregate. The City of Glendora and its officers, agents and employees shall be named as **"Additional Insureds"** on Developer's general liability insurance policies. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits.

(b) Vehicle Liability. Developer shall maintain liability insurance for all owned, non-owned, leased or hired vehicles in an amount not less than One Million Dollars ($1,000,000) per occurrence, combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. This policy shall name by endorsement the City, its officers, employees, agents and representatives as additional insureds.

(c) Worker's Compensation Insurance. Developer shall maintain a policy of workers' compensation insurance on a state approved policy form providing statutory benefits as required under the laws of the State of California for all labor employed by him or by any contractor or subcontractor under him who may come within the protection of such workers' compensation insurance laws. At the time of execution of the contract agreement, Developer must provide the City with proof of Developer's and/or contractor's and/or subcontractor's workers' compensation insurance with employer's liability limits in an amount not less than One Million Dollars ($1,000,000).

(d) Builder's Risk. Developer shall procure and shall maintain in force "all risks" builder's risk insurance including vandalism and malicious mischief, covering improvements in place and all material and equipment at the job site furnished under contract, but excluding contractor's, subcontractor's, and construction manager's tools and equipment and property owned by contractor's or subcontractor's employees, with limits in accordance with subsection (a) above.

All of the above policies of insurance shall be primary insurance and not contributing with any other insurance available to the City under any third party liability. The general liability policy shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall also provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the City.

In the event any of said policies of insurance are cancelled or amended, Developer shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with these requirements to the City Engineer.

Developer must require all contractors and subcontractors to maintain the same policies of insurance that Developer is required to maintain pursuant to this Agreement. Developer shall not allow any contractors or subcontractor to commence work on this contract until all similar insurance and bonds required of the subcontractor have been obtained.

Section 16. **Representations, Warranties, and Covenants of Developer**. Developer makes the following representations, warranties and covenants for the benefit of City as of the date hereof:

(a) Organization. Developer represents and warrants that Developer is a Delaware limited liability company duly organized and validly existing under the laws of the State of Delaware, is qualified to transact business in the State of California, is in good standing under the laws of the States of Delaware and California and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) Authority. Developer represents and warrants that Developer has the power and authority to enter into this Agreement and that once this Agreement has been executed and delivered to City that this Agreement has been duly and validly executed and delivered on behalf of Developer.

(c) Binding Obligation. Developer represents and warrants that this Agreement is a valid and binding obligation of Developer and is enforceable against Developer in accordance with its terms, subject to bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(d) Completion of Improvements. Developer covenants that it will use commercially reasonable efforts to cause the Improvements to be completed in accordance with this Agreement.

(e) Compliance with Laws. Developer covenants that, while the Improvements are owned by Developer or required pursuant to this Agreement to be maintained by Developer, it will not commit, suffer or permit any of its agents, employees or contractors to commit any act to be done in, upon or to the Improvements in violation in any material respect of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the Property or the Improvements.

Section 17. **Indemnification.** Developer agrees to protect, indemnify, defend and hold City and its officers, employees and agents, and each of them, harmless from and against any and all claims, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs which City or its officers, employees and agents may suffer or which may be sought against or recovered or obtained from City, or its respective officers, employees or agents as a result of, by reason of, arising out of or in consequence of (a) the construction or installation of the Improvements; (b) the untruth or inaccuracy of any representation or warranty made by Developer in this Agreement or in any certifications delivered by Developer hereunder; (c) Developer's

failure to perform the construction of the Improvements or to convey the Improvements to the City in accordance with the requirements of this Agreement; or (d) any act or omission of Developer or any of its contractors or subcontractors or their respective officers, employees or agents, in connection with the Improvements. If Developer fails to do so, City shall have the right, but not the obligation, to defend the same and charge all of the direct and incidental costs of such defense, including any attorneys' fees or court costs, to and recover the same from Developer. Such indemnity shall not extend to any loss resulting from the City's breach of this Agreement or from the City's negligence or willful misconduct. The indemnity in this section shall not supersede or replace any other indemnity obligation by Developer to City.

Section 18. Developer as a Private Developer. In performing under this Agreement, it is mutually understood that Developer is acting as a private developer and not as an agent of City. City shall have no responsibility for payment to any contractor, subcontractor or supplier of Developer. Accordingly, this Agreement does not constitute a debt or liability of City. City shall not be obligated to advance or otherwise expend any of its own funds or pay any costs incurred in connection with the Project. Moreover, no official, employee or agent of City shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Developer or its successors or on any obligations under the terms of this Agreement.

Section 19. Right-of-Way.

(a) Should any right-of-way be necessary for the construction and maintenance of the Improvements across the Property owned by Developer, or its successors or assigns, Developer shall dedicate such right-of-way to the City, or its designee, at no cost to the City on a form reasonably acceptable to City. If for purposes of construction of any of the Improvements, an interest in, including without limitation, a right-of-way or easement, is required across real property not owned by Developer ("**Required ROW**"), Developer's only responsibility to bond for and construct such Components of the Improvements shall be as set forth in this Section. Developer shall use commercially reasonable efforts to acquire the Required ROW from the then-current owners at a reasonable cost. If Developer is unable to acquire all or any portion of the Required ROW, Developer shall notify the City in writing ("**ROW Notice**") that it is unable to acquire such property or entry rights. As to any Required ROW, the City shall have a six (6) month period from its receipt of the ROW Notice in which to determine, in its sole discretion, whether to acquire the Required ROW through exercise of its powers of eminent domain. Evidence of its determination to exercise such powers shall be in the form of a resolution of necessity adopted by the City Council ("**Resolution of Necessity**").

(b) Nothing in this Agreement shall impose any requirement upon the City to acquire the Required ROW; however, if the City Council fails to approve a Resolution of Necessity to acquire the Required ROW within six (6) months of receipt of the ROW Notice, then in accordance with the provisions of Government Code Section 66462.5(b), the obligation of Developer to construct Improvements otherwise required to be constructed by this Agreement thereon shall be waived, and City shall promptly release the Security Instruments to the extent securing Improvements otherwise required to be performed upon the Required ROW. If the City does consider and adopt a Resolution of Necessity and diligently pursues acquisition of any Required ROW, Developer shall be required to fund all costs incurred by the City in connection

with the acquisition of the Required ROW and, if the Required ROW is obtained, Developer will fulfill its obligation to construct the Improvements upon the Required ROW and the Security Instruments with respect to such Components of the Improvements to be constructed thereon shall remain in effect for a period of three years from the date of the Resolution of Necessity in the amount of the Estimated Cost to complete such Improvements upon the Required ROW.

(c) If at the expiration of the three (3) year period (a) the City has not acquired the Required ROW and the City is not then involved in litigation to acquire the Required ROW or (b) the City has determined not to pursue or has ceased to diligently pursue the action authorized by the Resolution of Necessity, then in accordance with the provisions of Government Code Section 66462.5, the obligation of Developer to construct Improvements otherwise required to be constructed by this Agreement thereon shall be waived, and City shall promptly release the Security Instruments to the extent securing Components of the Improvements otherwise required to be performed upon such Required ROW.

Section 20. **Final Map Approval; Conditions**. Nothing herein shall relieve Developer from complying with all other Conditions, Mitigation Measures, or other requirements for the Project.

Section 21. **Time for Construction of the Improvements.**

(a) Commencement and Completion Dates for the Improvements. Developer shall (i) commence with construction and installation of the Improvement not less than thirty (30) months following City's approval of the Tentative Tract Map ("**Commencement Date**"); and (ii) complete or cause to be completed all of the Improvements two (2) years after the Commencement Date, subject to (i) extensions of time for Force Majeure delay, (ii) extensions to the extent required to address the City's phasing requirements as described in Section 21(b) below, and (iii) to such additional extensions of time as may be granted upon mutual agreement of the City Engineer and Developer, in writing.

(b) Phasing Requirements for the Improvements. City reserves the right to control and regulate the phasing of completion of specific portions of the Improvements as required to comply with applicable City ordinances, regulations, and rules relating to the timely provision of public services and facilities.

Section 22. **Default.**

(a) Remedies Not Exclusive. In any case where this Agreement provides a specific remedy to City for a default by Developer hereunder, such remedy shall be in addition to, and not exclusive of, City's right to pursue any other administrative, legal, or equitable remedy to which it may by entitled.

(b) Default. No Party shall be in default hereunder unless it shall fail to perform any work required to be performed under this Agreement within the time period required hereby and such failure shall continue for a period of twenty (20) days after receipt of written notice of default from the other Party; provided, however, that if a longer period is reasonably required to perform the act for which a default is claimed, the non-defaulting Party shall refrain

from taking any legal or equitable action so long as the defaulting Party begins to cure such default within the twenty (20) day period and diligently and continuously pursues such cure to completion.

(c) City Right to Perform Work. In addition to whatever other rights or remedies it may have for Developer's default hereunder, in the event Developer shall fail to timely perform any work required to be performed under this Agreement and such failure shall continue for the period of time specified in Section 22(b), City shall have the right to enter into the Property and perform any of the uncompleted work by force account or contract or both and thereupon recover from Developer or any Security Instrument, or both, the full reasonable cost and expense thereby incurred by City.

(d) Attorney's Fees and Costs. In the event that Developer fails to perform any obligation under this Agreement, Developer agrees to pay all reasonable costs and expenses incurred by City in securing performance of such obligations, including reasonable costs of suit and reasonable attorney's fees. In the event of any dispute arising out of Developer's performance of its obligations under this Agreement or under any of the Security Instruments referenced herein, the prevailing Party in such action, in addition to any other relief which may be granted, shall be entitled to recover its reasonable attorney's fees and costs. Such attorney's fees and cost shall include fees and costs on any appeal, and in addition a Party entitled to attorney's fees and costs shall be entitled to all other reasonable costs incurred in investigating such action, taking depositions and discovery, retaining expert witnesses, and all other necessary and related reasonable costs with respect to the litigation. All such fees and costs shall be deemed to have accrued on commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

Section 23. RESERVED

Section 24. General Provisions.

(a) Relationship Between the Parties. The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between City and Developer.

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

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

(d) Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, successors, assigns and subcontractors of Developer, except as otherwise specified in this Agreement. All

references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

City:	City of Glendora 116 E. Foothill Blvd. Glendora, California 91741 Adam Raymond, City Manager
with a copy to:	ALESHIRE & WYNDER, LLP 1 Park Plaza, Suite 1000 Irvine, California 92614 Danny Aleshire, City Attorney
Developer:	ENCLAVE OAK GLENN, LLC 391 North Main Street, Suite 301 Corona, California 92878 Attn: Michael C. Van Daele, CEO and President

Any notice which either Party may desire to give to the other Party must be in writing and may be given (i) by personal delivery, including reputable overnight courier (such as Federal Express, UPS or DHL), which will be deemed received the following day, or (ii) by mailing the same by registered or certified mail, return receipt requested which will be deemed delivered three (3) days after depositing same in the mail, addressed to the Party to whom the notice is directed as set forth above or such other address and to such other persons as the Parties may hereafter designate in writing.

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

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

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

(i) No Third Party Beneficiaries. This Agreement is intended to benefit only the Parties hereto and their respective successors and assigns. Neither City nor Developer intend to create any third-party beneficiary rights in this Agreement in any contractor, subcontractor, member of the general public, or other person or entity.

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

(k) Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Los Angeles, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding.

(l) Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing Party, whether by final judgment or arbitration award, shall be entitled to and recover from the other Party all costs and expenses incurred by the prevailing Party, including actual attorneys' fees. This section shall survive the termination or expiration of this Agreement.

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

(n) Successors and Assigns; Assignment. This Agreement shall run with the land and shall be binding upon successors and assigns of Developer owning all or any portion of the Property; provided that this Agreement shall in no event be binding upon individual members of the home-buying public owning homes within the Project. Developer shall have the right, subject to the written consent of the City, which shall not be unreasonably withheld or delayed, to assign this Agreement in connection with its sale of all or a portion of the Project to such entity, provided that (a) it shall not be reasonable for the City to withhold its consent if, among other things, the proposed assignment is to a homebuilder with the financial capacity and experience to obtain the bonds and construct the Improvements required by this Agreement and which is proposing home construction of similar quality to that proposed by Developer, and (b) the assignee assumes all obligations under this Agreement and any other agreement between City and Developer by executing a document reasonably satisfactory to City.

(o) Liability of Developer. No partner, employee or agent of Developer shall be personally liable to City or any successor in interest, in the event of any default or breach by Developer or for any amount which may become due to City or its successors or on any obligations under the terms of this Agreement.

(p) Non-discrimination. No consultant, contractor or subcontractor involved with constructing any of the Improvements shall discriminate against any employee or prospective employee with respect to such work in hiring, promotion, seniority, or any other terms and conditions of employment on the grounds of race, creed, color, national origin, ancestry, religion, sex, or marital status.

(q) Qualification and Authority. Each individual executing this Agreement on behalf of Developer represents, warrants and covenants to the City that (a) such person is duly authorized to execute and deliver this Agreement on behalf of Developer in accordance with authority granted under the organizational documents of such entity, and (b) Developer is bound under the terms of this Agreement.

(r) Exhibits. Exhibits A, B, C and D attached hereto are incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Subdivision Improvement Agreement of the date set forth above.

CITY:

CITY OF GLENDORA

By: _____
David Fredendall, Mayor

ATTEST

By: _____
Kathleen Sessman, MMC, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Danny Aleshire, City Attorney

DEVELOPER:

ENCLAVE OAK GLENN, LLC
a Delaware limited liability company

By: _____
Michael C. Van Daele, CEO, President, and Managing Member

CALIFORNIA 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 Riverside }

On February 11, 2026 before me, Kathryn Svoboda, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Michael C Van Dale
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.

KATHRYN SVOBODA
Notary Public - California
Riverside County
Commission # 2490364
My Comm. Expires Jun 13, 2028

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 _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of _____ }

On _____ before me, _____,
Date *Here Insert Name and Title of the Officer*

personally appeared _____
Name(s) of Signer(s)

_____,

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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EXHIBIT A

IMPROVEMENTS

Description	Components
Grading and Drainage Improvements	Precise and Final Grading and Drainage Improvements for the project
Street Improvements (Arrow Hwy)	Concrete curbs, gutters, driveways, sidewalks, parkway drain, and paving
Sewer Improvements	Mainline sewer, lateral building connections, maintenance holes
Water Improvements	Water mains, fire hydrants, valves and fittings, meter and backflow device

EXHIBIT B

ESTIMATED IMPROVEMENT CONSTRUCTION COSTS

Improvement Type	Estimated Improvement Cost
Grading and Drainage Improvements	$160,000
Street Improvements	$100,000
Sewer Improvements	$60,000
Water Improvements	$60,000
Total:	**$380,000**

EXHIBIT C

FORM OF PERFORMANCE BOND

[Attached]

*Revised Original

Bond No. 1001237697
Premium: $2,375.00 / Annually
Initial Term is Fully Earned

EXHIBIT C

PERFORMANCE BOND

FAITHFUL PERFORMANCE BOND

PROJECT: TRACT NO. 83901, 1201-1215 ARROW HWY., GLENDORA, CA 91740

WHEREAS, the Principal, **ENCLAVE OAK GLEN, LLC**, a Delaware limited liability company ("**Principal**") is required under the terms of that certain Subdivision Improvement Agreement for Tract No. 83901 dated February 2026 ("**Agreement**") with the City of Glendora ("**City**") to furnish a bond for the faithful performance of the Agreement; and

NOW, THEREFORE, we the undersigned Principal and Surety, are held and firmly bound unto the City in the sum of **Three Hundred Eighty Thousand Dollars ($380,000),** this amount being not less than one hundred percent (100%) of the total contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Principal, or its heirs, executors, administrators, successors, or assigns, shall in all things stand and abide by, well and truly keep and perform all undertakings, terms, covenants, conditions, and agreements in the said Agreement and any alteration thereof, made as therein provided, all within the time and in the manner designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Agreement or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Agreement or of the work to be performed thereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 11th day of February, 2026.

ENCLAVE OAK GLEN, LLC **PRINCIPAL**

BY: _____
(PRINCIPAL SEAL)

Michael C. Van Daele
CEO, President, and
Managing Member

American Contractors Indemnity Company **SURETY**

Address of Surety: 801 South Figueroa Street, Suite 700
Los Angeles CA 90017
CITY STATE ZIP
(310) 649-0990
TELEPHONE

BY: _____
Jonathan Batin, Attorney-in-Fact

AMERICAN CONTRACTORS INDEMNITY CO. INCORPORATED SEPT. 25, 1990 CALIFORNIA

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 FEB 11 2026, before me, Zyanya Q. Hernandez , Notary Public,

personally appeared Jonathan Batin

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 State of California that the foregoing paragraph is true and correct.

ZYANYA Q. HERNANDEZ
Notary Public - California
Orange County
Commission # 2497409
My Comm. Expires Aug 12, 2028

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: _____

CALIFORNIA 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 Riverside }

On February 12 2026 *Date* before me, Jessica Lusca, Notary Public *Here Insert Name and Title of the Officer*,

personally appeared Michael VanDaele *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.

JESSICA LUSCA
Notary Public - California
Riverside County
Commission # 2538734
My Comm. Expires Dec 8, 2029

Place Notary Seal and/or Stamp Above

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 Jessica Lusca
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Erik Johansson, Jennifer Anaya, Melissa Lopez, Albert Melendez, Christina Rogers, Joaquin Perez, Vanessa Ramirez, Jessica T. Garcia, Zyanya Hernandez or Jonathan Batin of Tustin, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ***** UNLIMITED ***** Dollars (*** UNLIMITED ***).

This Power of Attorney shall expire without further action on January 31st 2028. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of February 2024.

AMERICAN CONTRACTORS INDEMNITY COMPANY, TEXAS BONDING COMPANY, UNITED STATES SURETY COMPANY, U.S. SPECIALTY INSURANCE COMPANY

By: _____
Daniel P. Aguilar, Vice President

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 Los Angeles

On this 1st day of February 2024, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 _____ (seal)

D. LITTLEFIELD
Notary Public - California
Los Angeles County
Commission # 2478570
My Comm. Expires Jan 31, 2028

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 11th day of February, 2026.

Bond No. 1001237697
Agency No. 19261 - PDF POA

Kio Lo, Assistant Secretary

HCCSMANPOA02/2024

TOKIO MARINE HCC

Surety Group
801 S. Figueroa Street, Suite 700
Los Angeles, CA 90017 USA
Tel: 310-649-0990

SURETY BOND SEAL ADDENDUM

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Due to logistical issues associated with the use of traditional seals during this COVID-19 pandemic, American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, (individually, the "Company" and collectively, the "Companies") have authorized its Attorneys-in-Fact to affix the Companies' corporate seal to any bond executed on behalf of the Companies by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of any of the Companies by its Attorney-in-Fact, each Company hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 1st day of April 2020.

American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company



By: Frank Mester

Frank Mester, Vice President

Bond validation available at tmhcc.com/surety

EXHIBIT D

FORM OF PAYMENT BOND

[Attached]

*Revised Original

Bond No. 1001237697
Premium included in the
Cost of the Performance Bond

EXHIBIT D

PAYMENT BOND

LABOR AND MATERIAL BOND
(PAYMENT BOND)

PROJECT: TRACT NO. 83901, 1201-1215 ARROW HWY., GLENDORA, CA 91740

WHEREAS, the Principal, **ENCLAVE OAK GLENN, LLC**, a Delaware limited liability company ("**Principal**") is required under the terms of that certain Subdivision Improvement Agreement for Tract No. 83901 dated February 2026 ("**Agreement**") with the City of Glendora ("**City**") to furnish a bond in conjunction with the Agreement, to secure the payment of claims of laborers, mechanics, material people, and other persons as provided by law; and

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held and firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of **Three Hundred Eighty Thousand Dollars ($380,000),** this amount being not less than one hundred percent (100%) of the total contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal or its heirs, executors, administrators, successors, assigns fails to pay: (1) for any work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery, used in, upon, for, or about the performance of the work to be done, or for any work or labor thereon of any kind; (2) for work performed by any of the persons named in Civil Code Section 9100; (3) for any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; and/or (4) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the City or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be liable for the reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Agreement or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change,

extension of time, alteration, or modification of the Agreement or of the work to be performed thereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 11th day of February, 2026.

ENCLAVE OAK GLEN, LLC **PRINCIPAL**

BY: _____
(PRINCIPAL SEAL)

Michael C. Van Daele
CEO, President, and
Managing Member

American Contractors Indemnity Company **SURETY**

Address of Surety: 801 South Figueroa Street, Suite 700
Los Angeles CA 90017
CITY STATE ZIP
(310) 649-0990
TELEPHONE

BY: _____
Jonathan Batin, Attorney-in-Fact

AMERICAN CONTRACTORS INDEMNITY CO. INCORPORATED SEPT. 25, 1990 CALIFORNIA

CALIFORNIA 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 Riverside }

On February 12, 2026 before me, Jessica Lusca, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Michael VanDaele
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.

JESSICA LUSCA
Notary Public - California
Riverside County
Commission # 2538734
My Comm. Expires Dec 8, 2029

Place Notary Seal and/or Stamp Above

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 Jessica Lusca
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

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 FEB 11 2026, before me, Zyanya Q. Hernandez , Notary Public,

personally appeared Jonathan Batin

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 State of California that the foregoing paragraph is true and correct.

ZYANYA Q. HERNANDEZ
Notary Public - California
Orange County
Commission # 2497409
My Comm. Expires Aug 12, 2028

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: _____

TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Erik Johansson, Jennifer Anaya, Melissa Lopez, Albert Melendez, Christina Rogers, Joaquin Perez, Vanessa Ramirez, Jessica T. Garcia, Zyanya Hernandez or Jonathan Batin of Tustin, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ***** UNLIMITED ***** Dollars (*** UNLIMITED ***).

This Power of Attorney shall expire without further action on January 31st 2028. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of February 2024.

AMERICAN CONTRACTORS INDEMNITY COMPANY, TEXAS BONDING COMPANY, UNITED STATES SURETY COMPANY, U.S. SPECIALTY INSURANCE COMPANY

By: _____
Daniel P. Aguilar, Vice President

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 Los Angeles

On this 1st day of February 2024, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 _____ (seal)

D. LITTLEFIELD
Notary Public - California
Los Angeles County
Commission # 2478570
My Comm. Expires Jan 31, 2028

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 11th day of February, 2026.

Bond No. 1001237697
Agency No. 19261 - PDF POA

Kio Lo, Assistant Secretary

visit tmhcc.com/surety for more information

TOKIO MARINE HCC

Surety Group
801 S. Figueroa Street, Suite 700
Los Angeles, CA 90017 USA
Tel: 310-649-0990

SURETY BOND SEAL ADDENDUM

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Due to logistical issues associated with the use of traditional seals during this COVID-19 pandemic, American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, (individually, the "Company" and collectively, the "Companies") have authorized its Attorneys-in-Fact to affix the Companies' corporate seal to any bond executed on behalf of the Companies by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of any of the Companies by its Attorney-in-Fact, each Company hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 1st day of April 2020.

American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company



By: Frank Mester

Frank Mester, Vice President

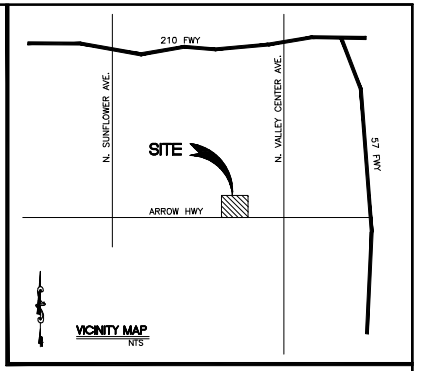
Bond validation available at tmhcc.com/surety

TENTATIVE TRACT MAP 83901

PORTIONS OF LOT A OF ANITA RANCHITA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 14, PAGE 128 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

SAKE ENGINEERS INC. JANUARY, 2024

"FOR RESIDENTIAL CONDOMINIUM PURPOSES"



PROJECT DATA:

ZONING : ARROW HIGHWAY SPECIFIC PLAN– CORRIDOR HIGH DENSITY RESIDENTIAL (CHR) PLAN DENSITY 24.2 UPA
DENSITY : 84,150 SF (1.9 AC) 24.2 UNITS/AC x 1.9 AC = 45.98 UNITS
BUILDING HEIGHTS LIMIT : 3 STORIES, 30 FT.
SETBACK REQUIREMENT: FRONT: 15'
SIDE: 10'
REAR: 10'

OPEN SPACE: *400/UNIT x 46 = 18,400 SF (REQUIRED)*
PRIVATE DECK : 441 + 536 + 462 + 440 + 440 + 462 + 536 + 441 = 3,758 SF
COMMON OPEN SPACE : 4,032 + 447 + 3,180 + 1,920 + 1,620 + 447 + 4,032 = 15,678 SF
TOTAL SPACE : 19,436 SF (PROVIDED)

PARKING REQUIREMENTS *2 BDR (8) x 2 = 16*
3 BDR (38) x 2.2 = 84
GUEST (46) x 0.4 = 19
TOTAL PARKING SPACE / STALL = 119 (REQUIRED)

COVERED PARKING
2 – CAR GARAGE : 92

OPEN PARKING STALL
STANDARD STALL (9' x 18') : 23
COVERED STALL (9' x 20') : 2
VAN STALL (9' X 18') : 1
HANDICAP STALL (9' X 18') : 1
BICYCLE SPACE: : AT GARAGES
TOTAL PARKING SPACE / STALL = 119 SPACES / STALLS (PROVIDED)

ELECTRICAL VEHICLE (EV) CHARGING REQUIREMENTS

EV CAPABLE :
EV SPACE = : 119 x 10% = 11.9 (REQUIRED)
TOTAL EV SPACE = : 98 EV SPACES (PROVIDED)
CAPABLE OF SUPPORTING FUTURE LEVEL 2 EVSE

EV READY :
LOW POWER LEVEL 2 = : 119 x 25% = 29.75 (REQUIRED)
TOTAL LOW POWER LEVEL 2 = : 46 EV READY (PROVIDED)
EQUIPPED WITH LOW POWER LEVEL 2 EV CHARGING RECEPTACLE

EV CHARGER :
LEVEL 2 EV CHARGER = : 119 x 5% = 5.95 (REQUIRED)
TOTAL LEVEL 2 CHARGER = : 6 CHARGER (PROVIDED)
EQUIPPED WITH LEVEL 2 EVSE

LIVING SPACE	*PLAN 1*	*PLAN 2*	*PLAN 3*	*PLAN 4*	*PLAN 5*
BEDROOMS	*3B*	*3B*	*2B*	*3B*	*3B*
1ST FLOOR AREA	*423*	*313*	*99*	*317*	*64*
2ND FLOOR AREA	*834*	*648*	*518*	*654*	*673*
3RD FLOOR AREA	*675*	*675*	*586*	*705*	*774*
TOTAL LIVING SPACE	*1,932 SF*	*1,636 SF*	*1,203 SF*	*1,676 SF*	*1,511 SF*
GARAGE / UTILITY PLAN	*447*	*457*	*454*	*461*	*483*
UNITS	*4*	*30*	*8*	*2*	*2*
TOTAL :	*7,728 SF*	*49,080 SF*	*9,624 SF*	*3,352 SF*	*3,022 SF*
PRIVATE GARAGE STORAGE	*250 SF*	*201 SF*	*156 SF*	*207 SF*	*209 SF*
TOTAL UNITS	*46*				
TOTAL LIVING SPACE	*72,806 SF*				

OWNER:
JOHN ABELL
ABELL HELOU HOMES, INC.
148 W. ORANGE ST.
COVINA, CA 91723
(714) 366-1615

ENGINEER:
SAM AKBARPOUR
SAKE ENGINEERS, INC.
400 S. RAMONA AVE., STE. 202
CORONA, CA 92879
(951) 279-4041

SURVEYOR:
REBECCA WINN
WINN-WINN SURVEYING
LAVERENE, CA 91750
(909) 593-0947

ARCHITECT:
FRED DIAZ STEVE
EIDE DESIGN GROUP
150 W. ORANGE ST.
COVINA, CA 91723 (951)
279-4041

BASIS OF ELEVATION:
BM# NG5322 COUNTY OF LOS ANGELES BENCHMARK TAG IN W CATCH BASIN 3.3 FT N/O BCR @ NW CORNER OF ARROW HIGHWAY & VALLEY CENTER AVENUE (@ END OF CATCH BASIN
ELEV = 812.370 NAVD88 (2013 ADJUSTED)

BASIS OF BEARING:
CENTERLINE OF ARROW HIGHWAY BEARING S89°59'04"E PER TRACT MAP 43384 RECORDED IN MAP BOOK 1058, PAGES 74-76, RECORDS OF LOS ANGELES COUNTY

AREA:
TOTAL AREA: 1.93 AC. (84,162.82 Sq Ft)

ZONING:
ARROW HIGHWAY SPECIFIC PLAN – CORRIDOR HIGH DENSITY RESIDENTIAL (CHR): R2/U
EXISTING:
APN 8653-028-016 & 018: RESIDENTIAL
APN 8653-028-017 & 019: COMMERCIAL
PROPOSED:
APN 8653-028-016 THRU 019: RESIDENTIAL

NOTE:
EXISTING 4 LOTS ARE TO BE MERGED INTO A COMMON LOT.

ADDRESS:
1201 – 1215 ARROW HIGHWAY
GLENDORA, CA 91740

LEGAL DESCRIPTION:

PARCEL 1: THAT PORTION OF LOT A OF ANITA RANCHITA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 14, PAGE 128 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT, 330 FEET; THENCE EASTERLY ON A LINE PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT, 100 FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID LOT 330 FEET, TO SAID SOUTHERLY LINE; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT, 100 FEET TO THE POINT OF BEGINNING.

PARCEL 2: THAT PORTION OF LOT A OF ANITA RANCHITA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 14, PAGE 128 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF SAID LOT 100 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID LOT, 330 FEET; THENCE EASTERLY ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 25 FEET; THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT 330 FEET; THENCE WESTERLY PARALLEL WITH THE SOUTH
LINE OF SAID LOT 25 FEET TO THE POINT OF BEGINNING.

PARCEL 3: THAT PORTION OF LOT "A" OF ANITA RANCHITA, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 14, PAGE 128 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT DISTANT EASTERLY THEREON 125 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT, THENCE NORTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT 330 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT, 205 FEET TO THE EASTERLY LINE OF SAID LOT, THENCE SOUTHERLY ALONG SAID EASTERLY LINE 330 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 205 FEET TO THE
POINT OF BEGINNING.

EXCEPT THEREFROM THE EASTERLY 75 FEET.

ASSESSORS PARCEL NO.:
8653-028-016, 8653-028-017,
8653-028-018 & 8653-028-019

EASEMENT NOTES:
THERE ARE NO EXISTING PUBLIC OR PRIVATE EASEMENT.

ALL EASEMENT SHOWN ARE PROPOSED FOR THE PURPOSES OF THIS SUBDIVISION.

REGISTERED PROFESSIONAL ENGINEER SAM AKBARPOUR C053038 CIVIL STATE OF CALIFORNIA

REVISIONS	DATE	BY

TENTATIVE TRACT MAP 83901

CITY OF GLENDORA
1201 ARROW HIGHWAY

SCALE 1" = 20'	SAKE ENGINEERS, INC.	J.N. 3439
DATE 1-24-2024	ENGINEERING ● SURVEYING ● LAND DEVELOPMENT	SHEET 1
DRAWN: TMT	400 S. RAMONA AVE., STE. 202 CORONA, CALIFORNIA 92879	OF 5 SHEETS
DESIGNED: TMT	(951) 279-4041 FAX (951) 279-2830	
CHECKED: SA	\\NAS-NEW\DATA\PROJECTS\CI GLENDORA\JN3439 ABELL TOWNHOMES\CIVIL	DWG. NO.
PLN CK REF:		

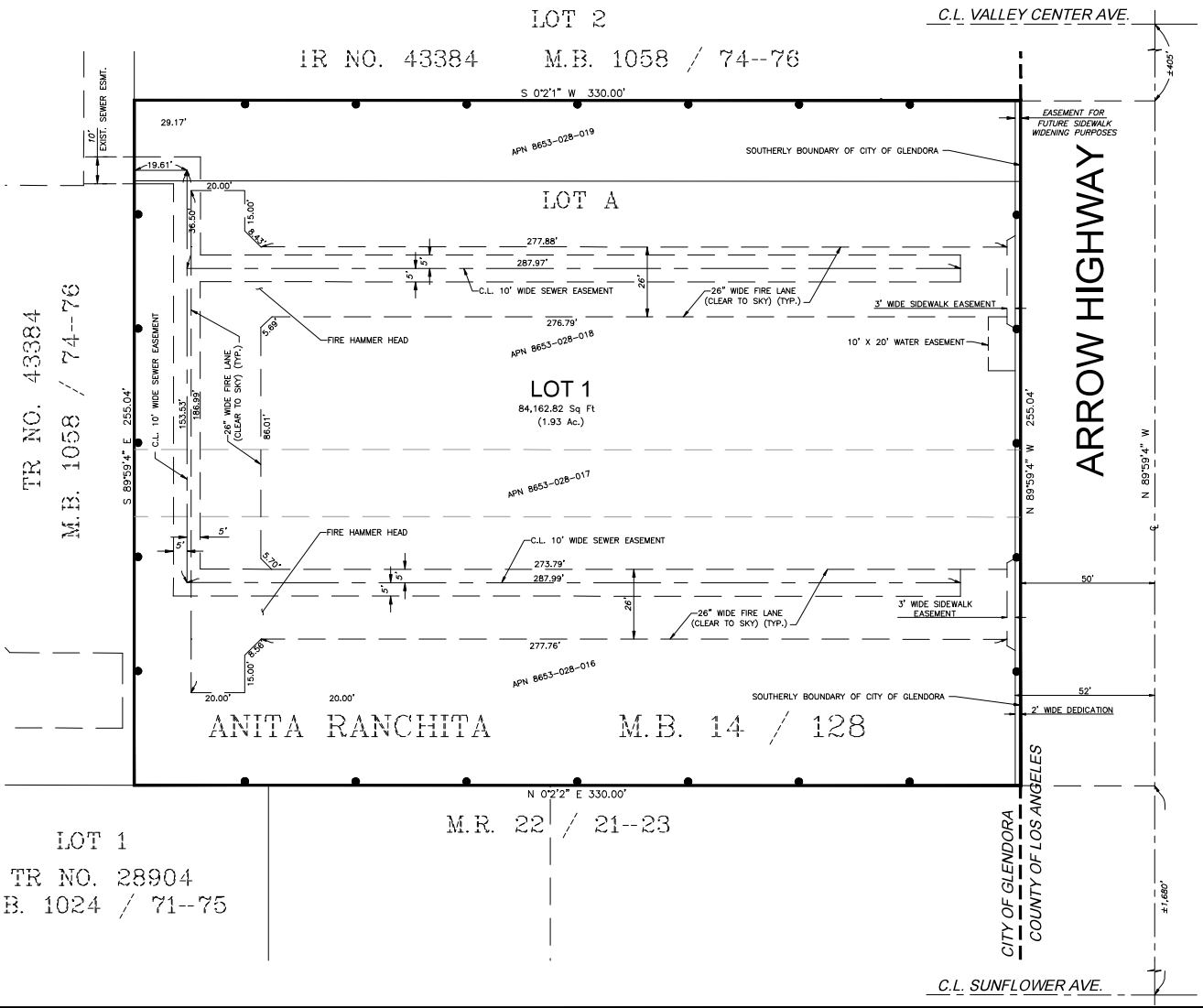
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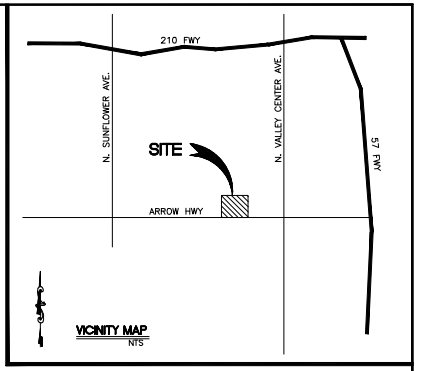
TENTATIVE TRACT MAP 83901

PORTIONS OF LOT A OF ANITA RANCHITA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 14, PAGE 128 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

SAKE ENGINEERS INC. JANUARY, 2024

"FOR RESIDENTIAL CONDOMINIUM PURPOSES"





LEGAL DESCRIPTION:

PARCEL 1: THAT PORTION OF LOT A OF ANITA RANCHITA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 14, PAGE 128 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:
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PARCEL 2: THAT PORTION OF LOT A OF ANITA RANCHITA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 14, PAGE 128 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF SAID LOT 100 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID LOT, 330 FEET; THENCE EASTERLY ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 25 FEET; THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT 330 FEET; THENCE WESTERLY PARALLEL WITH THE SOUTH
LINE OF SAID LOT 25 FEET TO THE POINT OF BEGINNING.

PARCEL 3: THAT PORTION OF LOT "A" OF ANITA RANCHITA, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 14, PAGE 128 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT DISTANT EASTERLY THEREON 125 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT; THENCE NORTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT 330 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT, 205 FEET TO THE EASTERLY LINE OF SAID LOT, THENCE SOUTHERLY ALONG SAID EASTERLY LINE 330 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 205 FEET TO THE
POINT OF BEGINNING.

EXCEPT THEREFROM THE EASTERLY 75 FEET.

ASSESSORS PARCEL NO.:

8653-028-016, 8653-028-017,
8653-028-018 & 8653-028-019

EASEMENT NOTES:

THERE ARE NO EXISTING PUBLIC OR PRIVATE EASEMENT.

ALL EASEMENT SHOWN ARE PROPOSED FOR THE PURPOSES OF THIS SUBDIVISION.

20 0 20 40 60

SCALE: 1"=20'

REVISIONS	DATE	BY

TENTATIVE TRACT MAP 83901

CITY OF GLENDORA
1201 ARROW HIGHWAY

SCALE	1" = 20'
DATE	1-24-2024
DRAWN:	TMT
DESIGNED:	TMT
CHECKED:	SA
PLN CK REF:	

SAKE ENGINEERS, INC.
ENGINEERING • SURVEYING • LAND DEVELOPMENT
400 S. RAMONA AVE., STE. 202
CORONA, CALIFORNIA 92879
(951) 279-4041 FAX (951) 279-2830

\\NAS-NEW\DATA\PROJECTS\CI GLENDORA\JN3439 ABELL TOWNHOMES\CIVIL

J.N. 3439
SHEET 2 OF 5 SHEETS
DWG. NO.

REGISTERED PROFESSIONAL ENGINEER SAM AKBARIAN C053038 CIVIL STATE OF CALIFORNIA

\\Nas-new\data\projects\CI GLENDORA\JN3439 Abell Townhomes\Civil\TTM.dwg, TTM 2, 1/24/2024 2:56:39 PM, 1:20

CONCEPTUAL GRADING PLAN

OF ANITA RANCHITA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 14, PAGE 128 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

SAKE ENGINEERS INC. "FOR RESIDENTIAL CONDOMINIUM PURPOSES" JANUARY, 2024

OWNER:
ABELL HELOU HOMES, INC.
JOHN ABELL
148 W. ORANGE ST.
COVINA, CA 91723
(714) 366-1615

ENGINEER:
SAKE ENGINEERS, INC.
400 S. RAMONA AVE., STE. 202
CORONA, CA 92879
(951) 279-4041
SAM AKBARPOUR
C053038

ADDRESS:
1201 – 1205 ARROW HIGHWAY
GLENDORA, CA 91740

ASSESSORS PARCEL NO.:
8653-028-016, 8653-028-017,
8653-028-018 & 8653-028-019

AREA:
TOTAL AREA: 1.92 AC. (83,547 SF)

BASIS OF ELEVATION:
BM# NO3322 COUNTY OF LOS ANGELES BENCHMARK TAG IN W CATCH BASIN 1.3 FT N/O BCR @ NW CORNER OF ARROW HIGHWAY & VALLEY CENTER AVENUE (@ END OF CATCH BASIN
ELEV. = 812.370 NAVD88 (2013 ADJUSTED)

BASIS OF BEARING:
CENTERLINE OF ARROW HIGHWAY BEARING S89°59'04"E PER TRACT MAP 43384, RECORDED IN MAP BOOK 1058, PAGES 74-76, RECORDS OF LOS ANGELES COUNTY

ZONING:
ARROW HIGHWAY SPECIFIC PLAN – CORRIDOR HIGH DENSITY RESIDENTIAL (CHD): RZ/U
EXISTING:
APN 8653-028-016 & 018: RESIDENTIAL
APN 8653-028-017 & 019: COMMERCIAL
PROPOSED:
APN 8653-028-016 THRU 019: RESIDENTIAL

PARKING:

COVERED PARKING:	
2-CAR PARKING SPACE:	92
OPEN PARKING STALL:	
STANDARD STALL (9'x18'):	23
COVERED STALL (9'x20'):	2
VAN STALL (9'x18'):	1
HANDICAP STALL (9'x18'):	1
TOTAL PARKING SPACE/STALL:	119 SPACES/STALLS (PROVIDED)

UTILITIES
WATER: CITY OF GLENDORA
GAS: SOUTHERN CALIFORNIA GAS CO.
TELEPHONE: FRONTIER COMMUNICATIONS
ELECTRICAL: SOUTHERN CALIFORNIA EDISON
CABLE: SPECTRUM
SEWER: CITY OF GLENDORA

NOTE:
-EXISTING 4 LOTS ARE TO BE MERGED INTO A COMMON LOT.
-ON-SITE POWER POLE TO BE REMOVED.

EARTH WORK CALCULATIONS
CUT_____1,774±C.Y.
FILL_____561±C.Y.
SUBSIDANCE-----300±C.Y. (0.1')
SHRINKAGE_____1,092±C.Y. (12%)

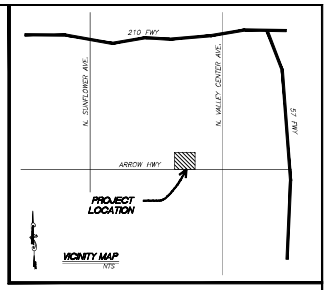
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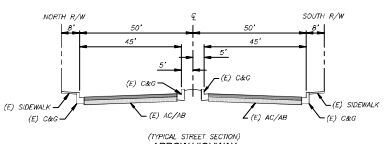
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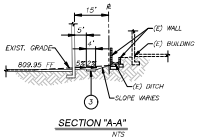
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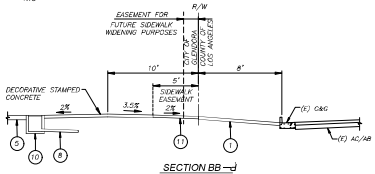
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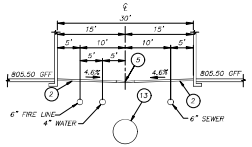
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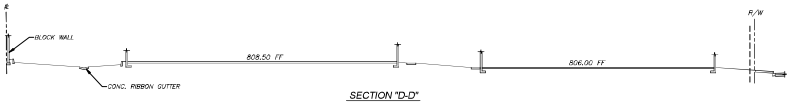


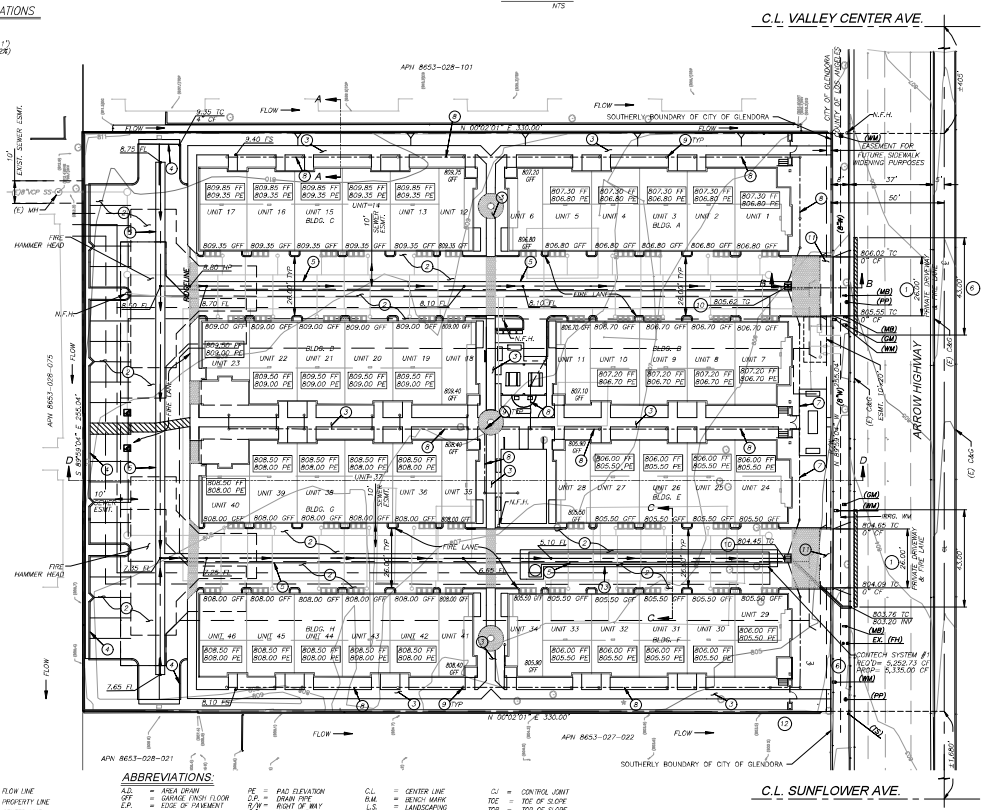


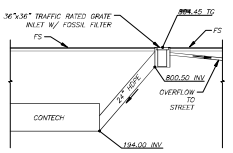


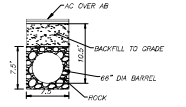












LEGEND:
FLOW LINE
PROPERTY LINE
CENTER LINE
EXISTING WATER LINE
PROPOSED SEWER LINE
EXISTING CONTOUR
PROPOSED CONTOUR
BUILDING SETBACK LINE
EXISTING BLOCK WALL
EXISTING WROUGHT IRON FENCE

ABBREVIATIONS:

A.D.	=	AREA DRAIN	PE	=	PAD ELEVATION	C.L.	=	CENTER LINE	CJ	=	CONTROL JOINT
GFF	=	GARAGE FINISH FLOOR	D.P.	=	DRAIN PIPE	B.M.	=	BENCH MARK	TOE	=	TOE OF SLOPE
E.P.	=	EDGE OF PAVEMENT	R/W	=	RIGHT OF WAY	L.S.	=	LANDSCAPING	TOP	=	TOP OF SLOPE
G.B.	=	GRADE BREAK	C.O.	=	CLEANOUT	T.C.	=	TOP OF GRATE	TOF/D.L.	=	TOP OF SLOPE/DAYLIGHT
H.P.	=	HIGH POINT	TY	=	FIRE HYDRANT	INV.	=	INVERT ELEVATION	TC	=	TOP OF CURB
D.L.	=	DAYLIGHT	R	=	RADIUS	A.C.	=	ASPHALT CONCRETE	FF	=	FINISHED FLOOR
G.S.	=	GROUND SHOT	TF	=	TOP OF FOOTING	P.L.	=	PROPERTY LINE	P.L.	=	PROPERTY LINE
W.V.	=	WATER VALVE	(106.02)	=	EXIST. ELEVATION	B.F.	=	BACKFLOW	GM	=	GAS METER
W	=	WATER MAIN	106.02	=	PROPOSED ELEVATION	W.I.	=	WROUGHT IRON	CONC.	=	CONCRETE
W.M.	=	WATER METER	FG	=	FINISHED GROUND	N.F.H.	=	NEW FIRE HYDRANT	P.I.P.	=	PROTECT IN PLACE
FL	=	FLOW LINE	FS	=	FINISHED SURFACE						

CONSTRUCTION NOTES:

1. CONST. DRIVEWAY APPROACH DRIVEWAY PER CITY STD. 1.14
2. CONST. _" AC OVER _" AB
3. CONST. 4' WIDE WALKWAY
4. CONST. 6" CONC CURB
5. CONST. 4' WIDE CONC. RIBBON GUTTER
6. CONST. AC/AB 1' WIDE TO MATCH EXISTING
7. CONST. 12" PVC DRAIN PIPE
8. CONST. 6" PVC DRAIN PIPE
9. CONST. 6" AREA DRAIN
10. CONST. 3'x3' TRAFFIC RATED GRATE INLET W/ FOSSIL FILTER
11. CONST. 5' WIDE SIDEWALK AT DRIVE APPROACH
12. CONST. PARKWAY DRAIN PER APWA STD. 151-2
13. CONST. CONTECH SYSTEM

REVISIONS	DATE	BY

CONCEPTUAL GRADING PLAN

CITY OF GLENDORA
1201 ARROW HIGHWAY

SCALE 1" = 20'	J.N. 3439
DATE 1-24-2024	SHEET 3
DRAWN: TMT	OF 5 SHEETS
DESIGNED: TMT	
CHECKED: SA	DWG. NO.
PLN CK REF:	

SAKE ENGINEERS, INC.
ENGINEERING • SURVEYING • LAND DEVELOPMENT
400 S. RAMONA AVE., STE. 202
CORONA, CALIFORNIA 92879
(951) 279-4041 FAX (951) 279-3835

\\NAS-NEW\DATA\PROJECTS\G GLENDORA\JN3439 ABELL TOWNHOMES\CIVIL

REGISTERED PROFESSIONAL ENGINEER SAM AKBARPOUR No. C053038 EXP. 3-31-2025 CIVIL STATE OF CALIFORNIA

SCALE: 1"=20'

\\Nas-new\data\projects\CITY OF GLENDORA\JN3439 Abell Townhomes\CAD\ABELL-GRADING.dwg, CONCEPT GRADE, 1/25/2024 8:50:11 AM, 1:20

TTM 83901 UTILITIES

OF ANITA RANCHITA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 14, PAGE 128 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

SAKE ENGINEERS INC. "FOR RESIDENTIAL CONDOMINIUM PURPOSES" JANUARY, 2024

OWNER:
ABELL HELOU HOMES, INC.
JOHN ABELL
148 W. ORANGE ST.
COVINA, CA 91723
(714) 366-1615

ENGINEER:
SAKE ENGINEERS, INC.
400 S. RAMONA AVE., STE. 202
CORONA, CA 92879
(951) 279-4041
SAM AKBARPOUR RCE: C053038

ADDRESS:
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GLENDORA, CA 91740

ASSESSORS PARCEL NO.:
8653-028-016, 8653-028-017,
8653-028-018 & 8653-028-019

AREA:
TOTAL AREA: 1.92 AC. (83,547 SF)

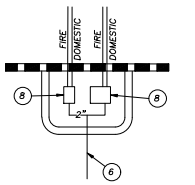
BASIS OF ELEVATION:
BM# NG5322 COUNTY OF LOS ANGELES
BENCHMARK TAG IN W CATCH BASIN 3.3 FT N/O BCR @ NW CORNER OF ARROW HIGHWAY & VALLEY CENTER AVENUE (@ END OF CATCH BASIN
ELEV = 812.370 NAVD88 (2013 ADJUSTED)

LEGAL DESCRIPTION:
OF ANITA RANCHITA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 14, PAGE 128 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

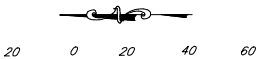
UTILITIES
WATER: CITY OF GLENDORA
GAS: SOUTHERN CALIFORNIA GAS CO.
TELEPHONE: FRONTIER COMMUNICATIONS
ELECTRICAL: SOUTHERN CALIFORNIA EDISON
CABLE: SPECTRUM
SEWER: CITY OF GLENDORA

BASIS OF BEARING:
CENTERLINE OF ARROW HIGHWAY BEARING S89°59'04"E PER TRACT MAP 43384 RECORDED IN MAP BOOK 1058, PAGES 74-76, RECORDS OF LOS ANGELES COUNTY

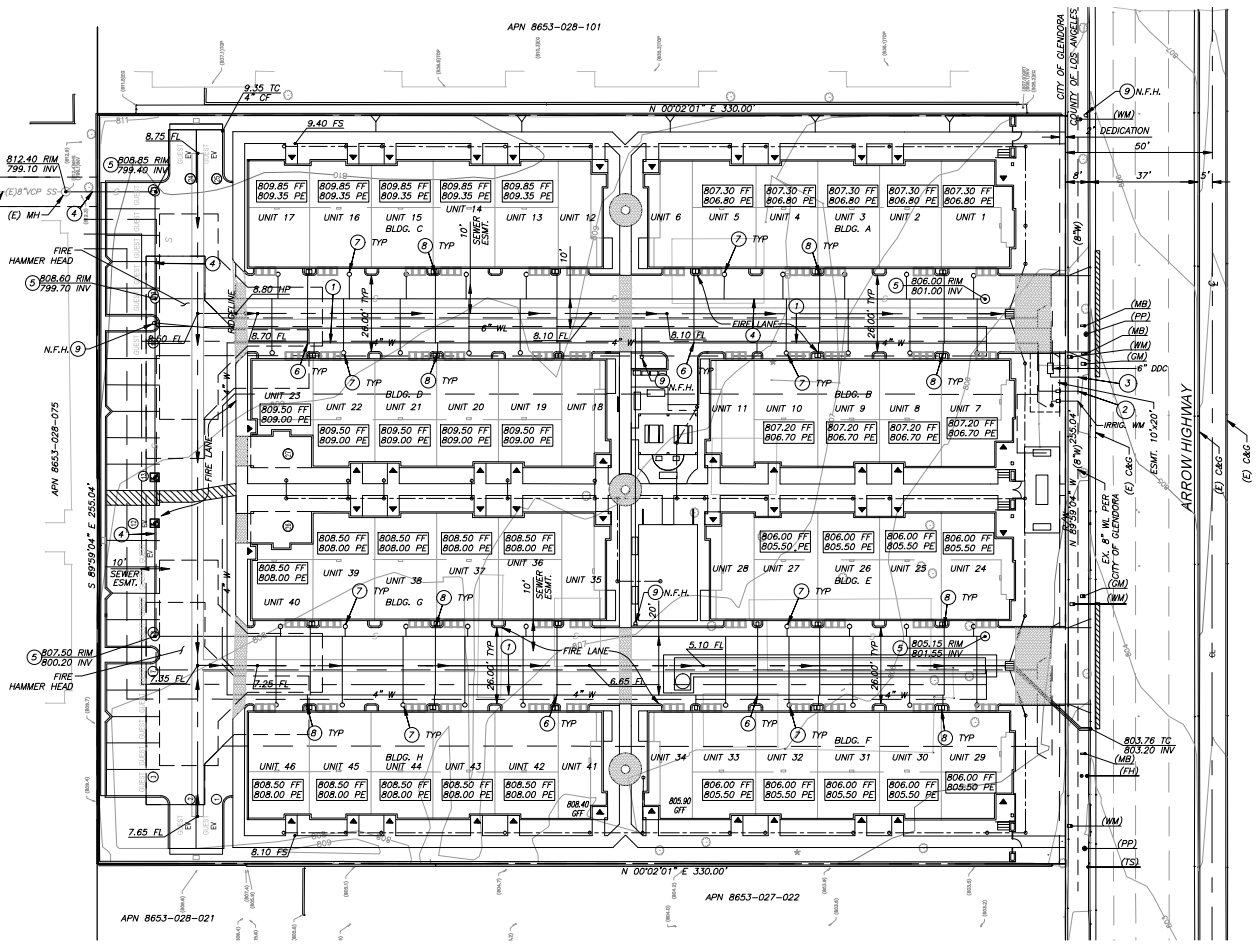
ZONING:
ARROW HIGHWAY SPECIFIC PLAN - CORRIDOR
HIGH DENSITY RESIDENTIAL (CHR): R2/U
EXISTING:
APN 8653-028-016 & 018: RESIDENTIAL
APN 8653-028-017 & 019: COMMERCIAL
PROPOSED:
APN 8653-028-016 THRU 019: RESIDENTIAL

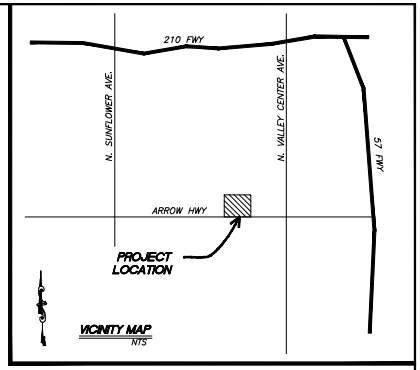


TYPICAL WATER METER ASSEMBLY
NTS



SCALE: 1"=20'





LEGEND:

	FLOW LINE
—R—	PROPERTY LINE
—℄—	CENTER LINE
—8"W(E)—	EXISTING WATER LINE
	PROPOSED SEWER LINE
(1117)	EXISTING CONTOUR
1371	PROPOSED CONTOUR
—BSL—	BUILDING SETBACK LINE
	EXISTING BLOCK WALL
×—×—×	EXISTING WROUGHT IRON FENCE

ABBREVIATIONS:

A.D.	=	AREA DRAIN	P.E.	=	PAD ELEVATION
G.F.	=	GARAGE FINISH FLOOR	D.P.	=	DRAIN PIPE
E.P.	=	EDGE OF PAVEMENT	R/W	=	RIGHT OF WAY
G.B.	=	GRADE BREAK	C.O.	=	CLEANOUT
H.P.	=	HIGH POINT	F.H.	=	FIRE HYDRANT
D.L.	=	DAYLIGHT	R	=	RADIUS
G.S.	=	GROUND SHOT	T.F.	=	TOP OF FOOTING
W.V.	=	WATER VALVE	(106.02)	=	EXIST. ELEVATION
W	=	WATER MAIN	106.02	=	PROPOSED ELEVATION
W.M.	=	WATER METER	F.G.	=	FINISHED GROUND
F.L.	=	FLOW LINE	F.S.	=	FINISHED SURFACE
C.L.	=	CENTER LINE	C.J.	=	CONTROL JOINT
B.M.	=	BENCH MARK	T.O.E.	=	TOE OF SLOPE
L.S.	=	LANDSCAPING	T.O.P.	=	TOP OF SLOPE
T.G.	=	TOP OF GRATE	T.O.P./D.L.	=	TOP OF SLOPE/DAYLIGHT
INV.	=	INVERT ELEVATION	T.C.	=	TOP OF CURB
A.C.	=	ASPHALT CONCRETE	F.F.	=	FINISHED FLOOR
P.L.	=	PROPERTY LINE	G.M.	=	GAS METER
B.F.	=	BACKFLOW	CONC.	=	CONCRETE
W.I.	=	WROUGHT IRON	P.I.P.	=	PROTECT IN PLACE
N.F.H.	=	NEW FIRE HYDRANT			

CONSTRUCTION NOTES:		QUANTITIES:
1	CONST. 4" PVC WATERLINE	700 L.F.
2	CONST. 4" WATER METER	1 EA.
3	HOTTAP EXIST. 8" WATERLINE	1 EA.
4	CONST. 8" VCP SEWER LINE	740 L.F.
5	CONST. SEWER MANHOLE	5 EA.
6	CONST. 2" DIA WATER SERVICE	24 EA.
7	CONST. 6" DIA SEWER LATERAL WITH CLEANOUT	38 EA.
8	INSTALL 3/4" DIA WATER METER	38 EA.
9	INSTALL FIRE HYDRANT	4 EA.

REVISIONS	DATE	BY

REGISTERED PROFESSIONAL ENGINEER SAM AKBARPOUR C053038 CIVIL STATE OF CALIFORNIA

TTM 83901 UTILITIES

CITY OF GLENDORA
1201 ARROW HIGHWAY

SCALE	1" = 20'	SAKE ENGINEERS, INC.	J.N. 3439
DATE	1-24-2024	ENGINEERING ● SURVEYING ● LAND DEVELOPMENT	SHEET 4
DRAWN:	TMT	400 S. RAMONA AVE., STE. 202 CORONA, CALIFORNIA 92879	OF 5 SHEETS
DESIGNED:	TMT	(951) 279-4041 FAX (951) 279-2830	
CHECKED:	SA	\\NAS-NEW\DATA\PROJECTS\CI GLENDORA\JN3439 ABELL TOWNHOMES\CIVIL	DWG. NO.
PLN CK REF:			

\\Nas-new\data projects\CI GLENDORA\JN3439 Abell Townhomes\CIVIL\TTM\EXHIBITS\EXHIBIT-REV1.dwg, UTILITIES-2, 1/25/2024 8:41:06 AM, 1:20

TTM 83901 TOPOGRAPHIC

OF ANITA RANCHITA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 14, PAGE 128 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

SAKE ENGINEERS INC. JANUARY, 2024

OWNER:
ABELL HELOU HOMES, INC.
JOHN ABELL
148 W. ORANGE ST.
COVINA, CA 91723
(714) 366-1615

ENGINEER:
SAKE ENGINEERS, INC.
400 S. RAMONA AVE., STE. 202
CORONA, CA 92879
(951) 279-4041

ADDRESS:
1201 - 1205 ARROW HIGHWAY
GLENDORA, CA 91740

ASSESSORS PARCEL NO.:
8653-028-016, 8653-028-017,
8653-028-018 & 8653-028-019

AREA:
TOTAL AREA: 1.92 AC. (83,547 SF)

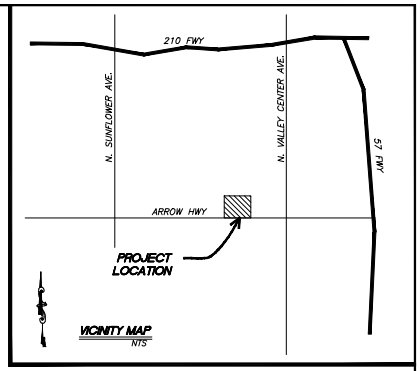
BASIS OF ELEVATION:
BM# NG5322 COUNTY OF LOS ANGELES BENCHMARK TAG IN W CATCH BASIN 3.3 FT N/O BCR @ NW CORNER OF ARROW HIGHWAY & VALLEY CENTER AVENUE (@ END OF CATCH BASIN
ELEV = 812.370 NAVD88 (2013 ADJUSTED)

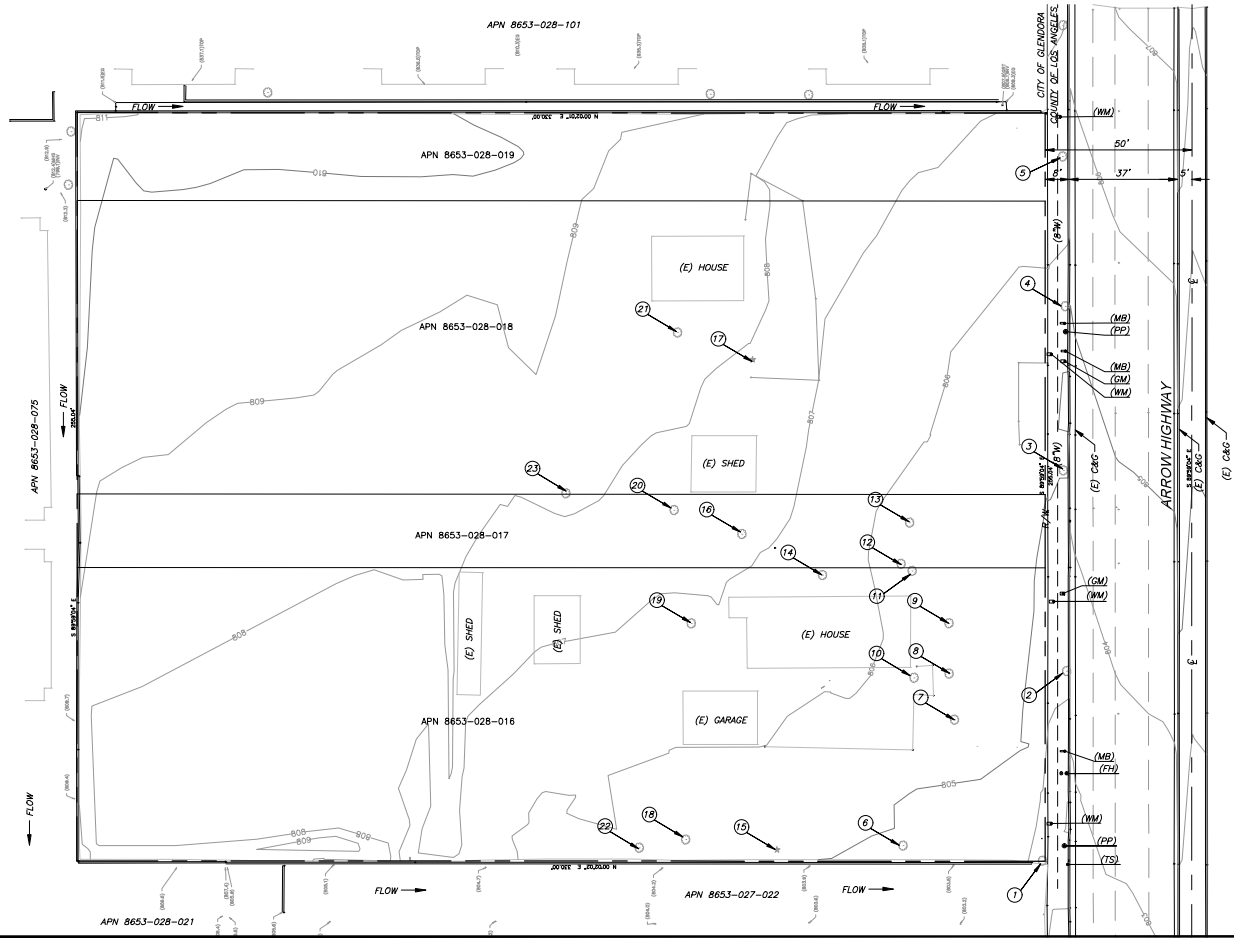
BASIS OF BEARING:
CENTERLINE OF ARROW HIGHWAY BEARING S89°59'04"E PER TRACT MAP 43384 RECORDED IN MAP BOOK 1058, PAGES 74-76, RECORDS OF LOS ANGELES COUNTY

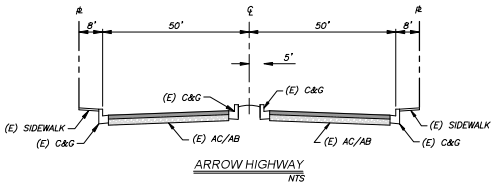
ZONING:
ARROW HIGHWAY SPECIFIC PLAN - CORRIDOR
HIGH DENSITY RESIDENTIAL (CHR): R2/U
EXISTING:
APN 8653-028-016 & 018: RESIDENTIAL
APN 8653-028-017 & 019: COMMERCIAL
PROPOSED:
APN 8653-028-016 THRU 019: RESIDENTIAL

UTILITIES
WATER: CITY OF GLENDORA
GAS: SOUTHERN CALIFORNIA GAS CO.
TELEPHONE: FRONTIER COMMUNICATIONS
ELECTRICAL: SOUTHERN CALIFORNIA EDISON
CABLE: SPECTRUM
SEWER: CITY OF GLENDORA

NOTE:
EXISTING 4 LOTS ARE TO BE MERGED INTO A COMMON LOT.







LEGEND:

FLOW LINE	
PROPERTY LINE	
CENTER LINE	
8"W(E)	EXISTING WATER LINE
	PROPOSED SEWER LINE
(1117)	EXISTING CONTOUR
1371	PROPOSED CONTOUR
BSL	BUILDING SETBACK LINE
	EXISTING BLOCK WALL
	EXISTING WROUGHT IRON FENCE

ABBREVIATIONS:

A.D.	AREA DRAIN	PE	PAD ELEVATION
GFF	GARAGE FINISH FLOOR	D.P.	DRAIN PIPE
E.P.	EDGE OF PAVEMENT	R/W	RIGHT OF WAY
G.B.	GRADE BREAK	C.O.	CLEANOUT
H.P.	HIGH POINT	FH	FIRE HYDRANT
D.L.	DAYLIGHT	R	RADIUS
G.S.	GROUND SHOT	TF	TOP OF FOOTING
W.V.	WATER VALVE	(106.02)	EXIST. ELEVATION
W	WATER MAIN	106.02	PROPOSED ELEVATION
W.M.	WATER METER	FG	FINISHED GROUND
FL	FLOW LINE	FS	FINISHED SURFACE
C.L.	CENTER LINE	CJ	CONTROL JOINT
B.M.	BENCH MARK	TOE	TOE OF SLOPE
L.S.	LANDSCAPING	TOP	TOP OF SLOPE
T.G.	TOP OF GRATE	TOP/D.L.	TOP OF SLOPE/DAYLIGHT
INV.	INVERT ELEVATION	TC	TOP OF CURB
A.C.	ASPHALT CONCRETE	FF	FINISHED FLOOR
P.L.	PROPERTY LINE	GM	GAS METER
B.F.	BACKFLOW	CONC.	CONCRETE
W.I.	WROUGHT IRON	P.I.P.	PROTECT IN PLACE

20 0 20 40 60

SCALE: 1"=20'

EXISTING TREES

#	TREE NAME	DBH	SAVE OR REMOVE	CANOPY
1	BRAZILIAN PEPPER	12"	REMOVE	19' DIAMETER
2	INDIAN LAUREL	15"	REMOVE	18' DIAMETER
3	INDIAN LAUREL	18"	REMOVE	20' DIAMETER
4	INDIAN LAUREL	18"	REMOVE	18' DIAMETER
5	INDIAN LAUREL	18"	REMOVE	19' DIAMETER
6	LOQUAT	12"	REMOVE	13' DIAMETER
7	AVOCADO	10"	REMOVE	15' DIAMETER
8	AVOCADO	10"	REMOVE	10' DIAMETER
9	AVOCADO	20"	REMOVE	13' DIAMETER
10	CAROLINA CHERRY	10"	REMOVE	9' DIAMETER
11	AVOCADO	10"	REMOVE	8' DIAMETER
12	AVOCADO	15"	REMOVE	12' DIAMETER
13	AVOCADO	20"	REMOVE	13' DIAMETER
14	CAROLINA CHERRY	18"	REMOVE	12' DIAMETER
15	FAN PALM	10"	REMOVE	7' DIAMETER
16	AVOCADO	10"	REMOVE	12' DIAMETER
17	QUEEN PALM	10"	REMOVE	5' DIAMETER
18	OLIVE TREE	18"	REMOVE	14' DIAMETER
19	SCHEFFLERA	12"	REMOVE	13' DIAMETER
20	BRADFORD PEAR	10"	REMOVE	9' DIAMETER
21	CHINESE FLAME	30"	REMOVE	23' DIAMETER
22	AVOCADO	8"	REMOVE	14' DIAMETER
23	CHINESE FLAME	12"	REMOVE	20' DIAMETER

REVISIONS	DATE	BY

REGISTERED PROFESSIONAL ENGINEER SAM ELKARRAR C053038 CIVIL STATE OF CALIFORNIA

TTM 83901 TOPOGRAPHIC

CITY OF GLENDORA
1201 ARROW HIGHWAY

SCALE 1" = 20'	J.N. 3439
DATE 1-24-2024	SHEET 5
DRAWN: TMT	OF 5 SHEETS
DESIGNED: TMT	
CHECKED: SA	DWG. NO.
PLN CK REF:	

SAKE ENGINEERS, INC.
ENGINEERING • SURVEYING • LAND DEVELOPMENT
400 S. RAMONA AVE., STE. 202
CORONA, CALIFORNIA 92879
(951) 279-4041 FAX (951) 279-2830

\\NAS-NEW\DATA\PROJECTS\CI GLENDORA\JN3439 ABELL TOWNHOMES\CIVIL

\\Nas-new\data projects\CI GLENDORA\JN3439 Abell Townhomes\Civil\TEP\AM-REV1.dwg, TOPO PLAN, 1/25/2024 4:15:50 PM, 1:20

STAFF REPORT

TO: MAYOR AND COUNCIL MEMBERS **DATE:** APRIL 23, 2024

FROM: COMMUNITY DEVELOPMENT **DISTRICT(S):** 4

SUBJECT: A RECOMMENDATION TO THE CITY COUNCIL ON A TENTATIVE TRACT MAP AND DEVELOPMENT PLAN REVIEW FOR 46 TOWNHOMES AT 1201-1215 EAST ARROW HIGHWAY, GLENDORA, CALIFORNIA (PROJECT FILE NO. PLN23-0015; APPLICANT: ABELL HELOU HOMES, INC.; PROPERTY OWNER: PEPPERTREE GLEN DEVELOPMENT, LLC)

RECOMMENDATION

That the City Council:

Open and conduct the Public Hearing, accept evidence and testimony presented, and in the absence of substantial evidence to the contrary consider the following related to project file number PLN23-0015:

1. Adopt a Categorical Exemption pursuant to the California Environmental Quality Act (CEQA) for the project; and
2. Adopt a City Council Resolution entitled, "A RESOLUTION OF THE CITY COUNCIL APPROVING TENTATIVE TRACT MAP NO. 83901 FOR SUBDIVISION OF LAND TO CREATE 46 RESIDENTIAL CONDOMINIUM UNITS AND DEVELOPMENT PLAN REVIEW FOR THE CONSTRUCTION OF THE TOWNHOMES ON CERTAIN PROPERTY LOCATED AT 1201-1215 EAST ARROW HIGHWAY, GLENDORA, CALIFORNIA (PROJECT FILE NO. PLN23-0015; APPLICANT: ABELL HELOU HOMES, INC; PROPERTY OWNER: PEPPERTREE GLEN DEVELOPMENT LLC)."

STRATEGIC FOCUS AREAS

- Not Applicable

EXECUTIVE SUMMARY

The applicant is requesting approval of a condominium subdivision (Tentative Tract No. 83901) and a Development Plan Review application for a proposed 46-unit, three-story townhome residential development located at 1201-1215 E. Arrow Highway.

LEGISLATIVE HISTORY / PREVIOUS ACTIONS

On July 12, 2022, the applicant submitted a Concept Review application and plans (File No. PLN22-0030) for a preliminary project concept of the subject site. The preliminary plans included subdivision of the land into 46 residential condominiums and the construction of associated townhomes. On August 18, 2022, the City provided the applicant with a letter that included an extensive list of items (comments, suggestions, code considerations) for the applicant to review and consider for the formal application submittals.

On July 3, 2023, the proposed project application (File No. PLN23-0015) was submitted for the 46-unit residential condominium development that includes a Tentative Tract Map and Development Plan Review. This project was reviewed by staff and modified by the applicant over several months.

On March 21, 2024, a Notice of Public Hearing for the proposed project was published in the San Gabriel Valley Examiner and all property owners within 500 feet of the subject property were mailed a notice (even though noticing of property owners only within a 300-foot radius is required).

On April 2, 2024, the Planning Commission voted to recommend approval of the proposed project to the City Council.

On April 11, 2024, a Notice of Public Hearing (Attachment E) for the proposed project was published in the San Gabriel Valley Examiner and all property owners within 500 feet of the subject property were mailed a notice (even though noticing of property owners only within a 300-foot radius is required).

DISCUSSION

The subject property is located at 1201-1215 E. Arrow Highway. The site is located on the north side of Arrow Highway between Sunflower Avenue and Valley Center Avenue. The site consists of four lots developed with residential units and agricultural uses. Note that the agricultural uses have not been in operation for decades and the abandoned residential units have not been occupied for over five years. Additionally, on November 2, 2023, staff determined that the existing residential units are not protected units since they have not been rented or occupied within the last five years. Consequently, the project complies with SB 330 and is not required to replace protected/affordable units.

General Plan and Zoning Designation

The subject property has a General Plan Land Use Designation of Arrow Highway Specific Plan (AHSP) and a zoning designation AHSP – Corridor High Density Residential (C-HR).

Application/Project Request:

The project involves approval for two discretionary permits:

1) Tentative Tract Map No. 83901 to subdivide land to create 46 residential condominium townhomes.
2) Development Plan Review for approval of the project's development plans.

Summary of Recommendation:

Staff recommend approval of the project as it is consistent with applicable development standards for the C-HR zone and the City's General Plan.

FISCAL IMPACT

There is no fiscal impact for this project, and the applicant has paid all fees associated with the proposed review. Beyond the City's review, if the residential homes are approved, the development will provide one time revenue to the City in the form of building and development impact fees. In the long term, the development of the property would also provide increased property taxes.

ENVIRONMENTAL DETERMINATION

The City of Glendora, as lead agency, is responsible for preparing environmental documentation in accordance with the California Environmental Quality Act (CEQA) to determine if approval of the discretionary actions requested and subsequent development would have a significant impact on the environment. An Environmental Impact Report (EIR) was prepared for the Arrow Highway Specific Plan (AHSP) [State Clearinghouse #2017041043] and adopted by the Glendora City Council on September 25, 2018. This EIR included the full analysis for future construction of up to 739 residential units at realistic buildout within Glendora's portion of the Arrow Highway corridor. The AHSP's EIR is applicable to all future residential development plans if they are in conformance with the specific plan, thus requiring no further environmental documentation. Therefore, if the subject proposal for 46 residential homes is approved with a determination that it follows the specific plan's intent then no further environmental review is necessary. As such a CEQA Notice of Exception (NOE) has been prepared (Attachment B) for this project, which if approved will be submitted as the project's CEQA compliance.

Prepared By	Natalie Tobon Espinoza, Senior Planner
Concurs With	Kurt Norwood, Planning Commission
Reviewed By	Jeff Kugel, Community Development Director
Certified to Availability of Funds	Kyle Johnson, Finance Director/City Treasurer
Approved By	Adam Raymond, City Manager
Legal Review	Danny Aleshire, City Attorney
CEQA Review	Not Applicable

ATTACHMENTS:

A. Draft Resolution
B. CEQA Notice of Exemption (NOE)
C. Project Analysis Memo
D. Project Plans
E. Public Hearing Notice
F. Presentation

STAFF REPORT

TO: Mayor and Council Members **DATE:** February 24, 2026

FROM: Finance **DISTRICT(S):** Citywide

SUBJECT: Conduct a Mid-Year Budget Review and Adopt a Joint Resolution amending the Fiscal Year 2025-26

RECOMMENDATION

That the City Council:

1. Adopt a Joint City Council Resolution entitled, "A RESOLUTION OF THE CITY COUNCIL, SUCCESSOR AGENCY AND HOUSING AUTHORITY AMENDING THE FY 2025-26 FISCAL BUDGET PER THE MID-YEAR REVIEW RECOMMENDATIONS."

STRATEGIC FOCUS AREAS

Not applicable.

EXECUTIVE SUMMARY

Staff has reviewed the Adopted and Amended FY 2025-26 Maintenance and Operations Budget and has determined that the following adjustments are necessary to continue providing quality services to the community:

Fund	Revenue Proposed Adjustment	Expenditure Proposed Adjustment
General Fund	(2,521,620)	(2,302,290)
Library Friends Foundation	(79,340)	(79,340)
Permit File Maintenance	50,000	53,200
State Gas Tax	-	7,750
Grants	100,000	100,000
Capital Projects	-	100,000
Water Operations	-	55,000
Technology	105,000	245,000
Vehicle Replacement	-	30,000

Revenue adjustments in the General Fund are mainly attributed to the adjustment in reporting programs in Measures E/Z for enhanced transparency. For background, with the FY2019-21 Adopted 2-Year Budget, a General Fund Deficit in the amount of $3.5 million was identified. The adjustments in the General Fund and Measure E/Z are proposed to create enhanced reporting of the programs being funded by the voter approved transaction and use taxes.

Expenditure adjustments in the General Fund also reflect the impact of the adjustment in reporting programs in Measures E/Z for enhanced transparency. Department proposed adjustments to the General Fund include increase in the number and cost of mandatory Police Officer training programs, increase in Community Development plan check/inspection costs related to development activity, and Public Works increases in Parks, Trees, and Landscape costs.

The Measures E/Z Fund 103 provides for Police Services and the transition towards a real-time crime center for the City of Glendora, Economic Development including Downtown Glendora Improvements, Affordable Housing Programs, Streets Division costs, Parks/Trees/Landscaping services, Library services for both youth and adults, and the City's Homelessness Assistance Programs. The ongoing subsidy to the General Fund pays for personnel and programs that existed prior to Measures E/Z. The City continually navigates changing economic conditions and identifying the most prudent way to continue to provides services and programs to the Glendora community.

LEGISLATIVE HISTORY / PREVIOUS ACTIONS

On June 10, 2025, the City Council adopted the FY 2025-27 Two-Year Budget and approved the appropriations for FY 2025/26. The recommended changes included in the Mid-Year Review increase or decrease the annual budgeted revenues, appropriations, and available resources (starting balance) of several funds, and therefore require City Council approval.

DISCUSSION

The Mid-Year Budget Review process includes review and analysis by each department and Finance staff. A complete list of the recommended adjustments for each fund is attached as Exhibit A to the Resolution.

AVAILABLE RESOURCES SUMMARY

The Available Resources Summary includes the mid-year adjustments total by fund providing an overview of each fund showing available beginning balances, budgeted revenues and expenditures, and the projected ending available balance.

GENERAL FUND

Revenues

Staff recommends a net decrease in revenues in the amount of $2,521,620. The adjustments are due to:

- *Non-Departmental:* $2,646,620 decrease in transfers in from Measures E/Z. Update provides additional information on programs directly funded in Measures E/Z.
- *Police:* $35,000 increase in Special Police Services for neighborhood Flock cameras.
- *Community Development:* $75,000 Increase in building plan checking revenue based on current trends.

Detailed Revenue Adjustments are attached in Exhibit A to the Budget Resolution.

Expenditures

The expenditure budget decreased by a net $2,302,290. The primary components of the increase are due to:

- *Multiple Departments*: $2,646,620 decrease for update in reporting how programs directly funded by Measures E/Z and presented in the budget.
- *Police*: $85,300 increase for additional costs for mandatory sworn staff training and increases for costs related to investigation tools.
- *Community Development:* $75,000 increase for additional building plan checking/inspections contract services.

- *Public Works:* $104,530 increase primarily related to parks, trees and landscape costs aimed to achieve strategic plan objectives.

The major decrease in revenues and expenditures in the General Fund is attributed to an update in the reporting of the programs/services provided by Measures E/Z. Staff is proposing to report more programs/services that have been sustained and initiated/enhanced from the voter approval of Measures E/Z directly in the Measures E/Z Fund. The Measures E/Z Fund 103 provides for Police Services and the transition towards a real-time crime center, Economic Development's Village improvements, Affordable Housing Programs, Streets Division costs, Parks/Trees/Landscaping services, Library services for both youth and adults, and the City's Homelessness Assistance Programs. The ongoing subsidy to the General Fund pays for personnel and programs prior to Measures E/Z. The City continually navigates changing economic conditions and identifying the most prudent way to continue to provides services and programs to the Glendora community.

Overall, with the adjustments, the General Fund is balanced and the City meets the reserve policy requirements.

SPECIAL REVENUE FUNDS

Special Revenues are restricted in their use. The mid-year budget adjustments are recommended to acknowledge receipt of revenues or to update the budget based on current information. The mid-year adjustments provide an updated perspective on how the fund is performing, whether there are sufficient reserves and/or revenues to cover the expenditure budget previously approved. The majority of these funds are for grants or special funding awarded to the City. The adjustments recommended cover the following categories:

- Adding revenue budget for actual special income received or to be received; and
- Adding/reducing budgeted expenditures to match actual spending and revenue adjustments.

CAPITAL PROJECTS

The mid-year budget adjustments requested at this time, in the amount of $100,000 are for continued Gold/A-Line consultant services from JMDiaz.

ENTERPRISE FUNDS

Water Operations Fund revenues and expenditures for FY2026 are on track with budget projections. The primary operational expenditures being requested is related to equipment repairs to the South Hills Base Station.

INTERNAL SERVICE FUNDS

The Internal Service Funds include Worker’s Compensation, Liability Insurance, Technology and Vehicles. The revenues in these funds come from charges to the departments/funds receiving their services.

The largest adjustments for the Internal Services Funds are in the Technology Fund and the Vehicle Replacement Fund. The Technology Fund is request increases for phone/cellphone costs, software subscriptions, equipment replacement in the amount of $245,000 (offset by $105,000 revenue increase). The Vehicle Replacement Fund is for the repair of the Water Division Vactor Truck in the amount of $30,000.

MULTI-YEAR BUDGET PROJECTIONS

The Multi-Year Budget Forecasts have been updated with the mid-year review assumptions and adjustments. The forecasts are updated with the following focus areas to anticipate:

The major change in the General Fund and Measures E/Z Multi-Year Financial Forecast is the update to the General Fund Subsidy and reporting of services/programs directly in the Measures E/Z Fund.

The Measures E/Z Fund 103 provides for Police Services and the transition towards a real-time crime center for the City of Glendora, Economic Development including Downtown Glendora Improvements, Affordable Housing Programs, Streets Division costs, Parks/Trees/Landscaping services, Library services for both youth and adults, and the City's Homelessness Assistance Programs. The ongoing subsidy to the General Fund pays for personnel and programs prior to Measures E/Z. The movement of the aforementioned programs results in a decrease in revenues and expenditures in the General Fund and a shifting of expenditures in the Measures E/Z Fund. Staff is moving to report more programs/services that have been sustained and initiated/enhanced from the voter approval of Measures E/Z directly in the Measures E/Z Fund.

The City continually navigates changing economic conditions and identifying the most prudent way to continue to provides services and programs to the Glendora community.

These forecasts are a tool for future decisions by placing an emphasis on the long-term impacts of policy decisions. Based on conservative assumptions, the General Fund, Measures E/Z and the Enterprise Water Funds are balanced and demonstrate the stable financial condition of each of these major funds for future planning and in the event of a catastrophic event.

PERSONNEL

No positions were added with Mid-Year.

CONCLUSION

The Mid-Year budget review process is a part of managing a dynamic City. Financial planning is done with the best available information at the time it is prepared, however, the economy, elections, shopping trends, and legislation can change our planning assumptions quickly.

In relation to the Mid-Year budget review, during the city facility and infrastructure discussion on January 13, 2026, staff committed to returning to the City Council with a broader conversation regarding one-time uses of available resources. This discussion will occur on a separate item.

FISCAL IMPACT

The effects of these adjustments will change estimated revenues and/or expenditures as presented in the attachments. The net impact of these adjustments is shown on the Available Resources Summary. Despite challenges ahead, the City remains in a strong financial position to address key strategic initiatives. The table below summarize the requested adjustments by 1-time and ongoing and shows the net reduction in available resources resulting from each category. The General Fund and Measures E/Z column is overall a net zero impact because both revenues and expenditures are being adjusted equally in both funds.

2026 Mid-Year Adjustments
Summary

Fund	1-Time	Ongoing	GF/Meas EZ Update	Net Use of Available Resources
101-GENERAL FUND	(44,500)	(174,830)	-	(219,330)
103-MEASURES E/Z	-	-	-	-
216-LIBRARY FOUNDATION	-	-	-	-
221-PERMIT FILE MAINTENANCE	101,800	(105,000)	-	(3,200)
255-STATE GAS TAX		(7,750)	-	(7,750)
280-GRANTS	-	-	-	-
301-CAPITAL PROJECTS	(100,000)	-	-	(100,000)

501-WATER OPERATIONS	(55,000)	-	-	(55,000)
553-TECHNOLOGY	(10,000)	(130,000)	-	(140,000)
554-FLEET MANAGEMENT	(30,000)	-	-	(30,000)
Total Net Use of Available Resources	**(137,700)**	**(417,580)**	**-**	**(555,280)**

ENVIRONMENTAL DETERMINATION

Insert Environmental Determination when applicable. If none, insert There is no CEQA impacts associated with the recommendations in this report.

Prepared By:	Kyle Johnson, Finance Director/City Treasurer
Concurs With:	Not Applicable
Reviewed By:	Kyle Johnson, Finance Director/City Treasurer
Certified to Availability of Funds:	Kyle Johnson, Finance Director/City Treasurer
Approved By:	Adam Raymond, City Manager
Legal Review:	Danny Aleshire, City Attorney
CEQA Review:	Not Applicable

Attachments

A. Summary of Available Resources.pdf
B_Resolution_Adopting_Mid-Year_Adjustments.pdf
C_Exhibit_A-Summary_of_Mid-Year_Adjustment_Requests.pdf
D_General_Fund_Forecast.pdf
E_Measures_E_Z_Forecast.pdf
F. Water Funds Forecast.pdf
G_Mid-Year_Budget_Review_Presentation.pdf

SUMMARY OF AVAILABLE RESOURCES

Funds	FY 2025-26 Beginning Balance	FY2025-26 Revenues Amended	Mid-Year Revenue Adjustments	FY2025-26 Expenses Amended	Mid-Year Expenditure Adjustments	FY2025-26 Ending Balance
101-General Fund	**17,992,731**	46,199,930	(2,521,620)	45,491,332	(2,302,290)	**18,481,999**
102-Pension Stabilization	**1,610,566**	176,000	-	-	-	**1,786,566**
103-Measure E	**-**	11,507,000	-	9,943,250	-	**1,563,750**
105-GUSD JUA	**-**	1,068,530	-	1,068,530	-	**-**
201-Street Lighting Assessmt	**597,324**	582,850	-	435,415	-	**744,759**
202-Street Improvement Dist	**30,220**	400	-	-	-	**30,620**
203-Landscape Assessment	**49,093**	85,878	-	85,875	-	**49,096**
204-Glendora Village Bus Dist	**-**	45,000	-	45,000	-	**-**
211-Park & Rec Development	**373,530**	61,600	-	300,000	-	**135,130**
212-Community Art Fund		-	-	-	-	**-**
216-Library Foundation	**-**	184,190	(79,340)	184,190	(79,340)	**-**
221-Permit File Maint Fees	**1,113,231**	118,975	50,000	559,800	53,200	**669,206**
222-General Plan Maint Fee	**459,730**	95,000	-	500,000	-	**54,730**
223-PEG Cable TV	**234,964**	97,600	-	117,251	-	**215,314**
228-Affordable Housing	**30,911**	-	-	-	-	**30,911**
229-Glendora Hsg. Authority	**153,290**	5,300	-	-	-	**158,590**
230-Trans Develop Act	**59,387**	40,900	-	-	-	**100,287**
231-Prop A Transit	**886,001**	1,702,650	-	1,693,347	-	**895,304**
232-Prop C Transit	**1,985,761**	2,136,760	-	1,900,000	-	**2,222,521**
233-Measure R Transpt. 2009	**517,496**	833,370	-	1,194,092	-	**156,774**
234-Measure M	**1,516,790**	949,948	-	1,650,821	-	**815,917**
240-Measure A/Parks	**83,288**	760,000	-	700,000	-	**143,288**
245-Measure H&A Homelessness	**-**	180,536	-	180,536	-	**-**
250-Measure W	**1,233,159**	1,041,100	-	658,110	-	**1,616,149**
254-Air Quality	**57,938**	81,430	-	665	-	**138,703**
255-State Gas Tax	**804,925**	2,083,400	-	2,074,788	7,750	**805,787**
256-Road Maintenance Repair	**1,975,947**	1,411,540	-	721,933	-	**2,665,554**
257-Surface Trans. Prog-Stlp	**211,820**	3,000	-	-	-	**214,820**
265-Home-State Grant	**201,590**	3,000	-	-	-	**204,590**
266-Cal-Home Prop 1C	**76,230**	700	-	-	-	**76,930**
270-Used Oil Block Grant	**39,173**	10,129	-	9,729	-	**39,573**
271-Beverage Recyling Grant	**72,150**	15,750	-	14,950	-	**72,950**
275-Suppl Law Enf Svce (Cops)	**13,913**	205,000	-	80,000	-	**138,913**
280-Grants	**37,107**	3,507,092	100,000	3,507,092	100,000	**37,107**
281-Asset Forfeiture	**10,016**	14,000	-	-	-	**24,016**
282-Step OTS Grants	**3,400**	120,000	-	120,000	-	**3,400**
285-Community Dev Block Grant	**-**	444,625	-	444,625	-	**-**
291-Highwy Safety Improv Grnt	**856**	-	-	-	-	**856**
301-Capital Projects	**4,715,772**	518,173	-	3,346,794	100,000	**1,787,151**
401-Pension Obligation Bonds	**37,220**	3,384,175	-	3,384,175	-	**37,220**
405-Energy Efficiency Project	**15,380**	108,730	-	108,730	-	**15,380**
450-Successor Agency	**243,495**	2,917,640	-	2,862,565	-	**298,570**
501-Water Operations	**7,755,600**	29,777,175	-	26,829,916	55,000	**10,647,859**
502-Water Capital Projects	**12,672,785**	18,639,400	-	21,694,911	-	**9,617,274**
550-Workers Compensation	**762,451**	1,291,070	-	929,576	-	**1,123,945**
551-Liability Insurance	**431,034**	3,613,731	-	3,819,524	-	**225,241**
553-Technology	**3,979,753**	3,777,820	105,000	4,278,097	245,000	**3,339,476**
554-Vehicle Replacement	**1,808,719**	2,613,500	-	3,228,933	30,000	**1,163,285**
GRAND TOTAL ALL FUNDS	**$ 64,854,746**	**$ 142,414,597**	**$ (2,345,960)**	**$ 144,164,551**	**$ (1,790,680)**	**$ 62,549,511**

RESOLUTION

CC 2026-____ CC 2026-____(SA) HA 2026-____

A RESOLUTION OF THE CITY COUNCIL, SUCCESSOR AGENCY AND HOUSING AUTHORITY OF THE CITY OF GLENDORA, CALIFORNIA, AMENDING ITS 2025-26 FISCAL BUDGET PER THE MID-YEAR REVIEW RECOMMENDATIONS

CITY COUNCIL, SUCCESSORY AGENCY AND HOUSING AUTHORITY
City of Glendora, California

WHEREAS, in accordance with Glendora Municipal Code Section 2.08.070, it is the City's Manager's duty to prepare and submit a proposed annual budget and salary plan to the Glendora City Council; and,

WHEREAS, in accordance with Glendora Municipal Code Section 2.09.040, it is the City's Manager's duty to prepare and submit any revisions or amendments to the classified service positions and job descriptions to the Glendora City Council; and,

WHEREAS, the City Manager submitted a proposed budget to the Glendora City Council for Fiscal Year 2025-26 commencing July 1, 2025; and,

WHEREAS, the budget is reviewed during a Mid-Year Review process that results in recommended budget adjustments to reflect unforeseen changes in revenue or expenditure requirements that require City Council approval;

NOW, THEREFORE, THE CITY COUNCIL, SUCCESSOR AGENCY, AND HOUSING AUTHORITY OF THE CITY OF GLENDORA, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council does hereby approve the Mid-Year Adjustments as detailed in Exhibit "A".

SECTION 2. The City Council, as Successor Agency to the Glendora Community Redevelopment Agency, is amending the revenue and expenditure budget applicable to the Successor Agency as identified in "Exhibit A". The City Council hereby determines and declares that the City of Glendora, its General Fund, and all of its other accounting funds shall NOT be obligated to finance or fulfill any Successor Agency obligations in any manner.

SECTION 3. Per the City of Glendora adopted financial policies, the City Manager is authorized to transfer appropriations between departments or functions, provided that no change is made in the total amount of the annual budget of any single fund.

SECTION 4. The Mayor Shall sign and the City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions and that this resolution shall take effect and be in force on this date.

SECTION 5. The City Clerk is hereby directed to forward a copy of this resolution to the Finance Director.

PASSED, APPROVED AND ADOPTED by the City Council, Successor Agency, and

Housing Authority of the City of Glendora this __ day of February, 2026.

BY: _____
DAVID FREDENDALL
Mayor/Chair

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

_____
DANNY ALESHIRE
City/Agency Attorney

CERTIFICATION

I, do hereby certify that the foregoing Joint Resolution was duly adopted by the City Council, Successor Agency and Housing Authority of the City of Glendora at a regular meeting held on the ___ day of February, 2026, by the following vote:

AYES: MEMBERS:
NOES: MEMBERS:
ABSENT: MEMBERS:
ABSTAIN: MEMBERS:

Dated:

_____
KATHLEEN R. SESSMAN
City Clerk/Communications Director

2026 Mid-Year Adjustments Summary				
Fund	**1-Time**	**Ongoing**	**GF_Meas EZ Update**	**Net Use of Available Resources**
101-GENERAL FUND	(44,500)	(174,830)	-	(219,330)
103-Measures E/Z	-	-	-	-
216-LIBRARY FOUNDATION	-	-	-	-
221-PERMIT FILE MAINTENANCE	101,800	(105,000)	-	(3,200)
255-STATE GAS TAX		(7,750)	-	(7,750)
280-GRANTS	-	-	-	-
301-CAPITAL PROJECTS	(100,000)	-	-	(100,000)
501-WATER OPERATIONS	(55,000)	-	-	(55,000)
553-TECHNOLOGY	(10,000)	(130,000)	-	(140,000)
554-FLEET MANAGEMENT	(30,000)	-	-	(30,000)
Total Net Use of Available Resources	**(137,700)**	**(417,580)**	**-**	**(555,280)**

Fund/Deparment/Division/Object	Account Type	2026 Amended Budget	2026 Actuals	2026 Remaining Balance	1-Time	Notes
		2026 Mid-Year Adjustments				
101-GENERAL FUND						
15-CITY CLERK						
03-CITY CLERK						
51110-OFFICE SUPPLIES	Expenditure	(3,500)	(1,669)	(1,831)	(1,000)	Inflation, additional supplies for move.
15-CITY CLERK Total		**(3,500)**	**(1,669)**	**(1,831)**	**(1,000)**	
60-COMMUNITY DEVELOPMENT						
42-ECONOMIC DEVELOPMENT						
58500-ECON ACTION PLAN	Expenditure	0	0	0	(20,000)	Meda Plaza Improvements
60-COMMUNITY DEVELOPMENT Total		**0**	**0**	**0**	**(20,000)**	
70-PUBLIC WORKS						
55-ENGINEERING						
59100-CONTRACT SERVICES	Expenditure	(46,000)	(44,944)	(1,056)	(18,500)	One-time increase for updating Route 66 traffic signal timing sheets.
70-PUBLIC WORKS Total		**(46,000)**	**(44,944)**	**(1,056)**	**(18,500)**	
80-LIBRARY						
71-CIRCULATION & TECH SERVICES						
51200-DIVISION SUPPLIES	Expenditure	(23,890)	(23,409)	(481)	(5,000)	Unexpected purchase of new self-check machines (received end-of-life notice this FY).
80-LIBRARY Total		**(23,890)**	**(23,409)**	**(481)**	**(5,000)**	
101-GENERAL FUND Total		**(73,390)**	**(70,021)**	**(3,369)**	**(44,500)**	
221-PERMIT FILE MAINTENANCE						
60-COMMUNITY DEVELOPMENT						
41-BUILDING						
36602-PERMIT FILE MAINTEN FEE	Revenue	100,000	75,032	24,968	50,000	Match actuals trend for PY and CY.
59100-CONTRACT SERVICES	Expenditure	(51,800)	0	(51,800)	51,800	Move all ERP costs to IT 553.
60-COMMUNITY DEVELOPMENT Total		**48,200**	**75,032**	**(26,832)**	**101,800**	
221-PERMIT FILE MAINTENANCE Total		**48,200**	**75,032**	**(26,832)**	**101,800**	
280-GRANTS						
50-PUBLIC SAFETY						
30-POLICE ADMINISTRATION						
35109-HOMELAND SECURITY GRANT	Revenue	9,586	0	9,586	100,000	2024 Homeland Security grant - Intersection Cameras
59100-CONTRACT SERVICES	Expenditure	0	0	0	(100,000)	2024 Homeland Security grant - Intersection Cameras
50-PUBLIC SAFETY Total		**9,586**	**0**	**9,586**	**0**	
280-GRANTS Total		**9,586**	**0**	**9,586**	**0**	
301-CAPITAL PROJECTS						
70-PUBLIC WORKS						
55-ENGINEERING						
59100-CONTRACT SERVICES	Expenditure	(500,000)	(517,755)	(17,755)	(100,000)	Gold Line / A Line Contract Services with JMD.
70-PUBLIC WORKS Total		**(500,000)**	**(517,755)**	**(17,755)**	**(100,000)**	
301-CAPITAL PROJECTS Total		**(500,000)**	**(517,755)**	**(17,755)**	**(100,000)**	
501-WATER OPERATIONS						
70-PUBLIC WORKS						
61-WATER CUSTOMER SERVICE						
59100-CONTRACT SERVICES	Expenditure	(150,000)	(56,621)	(93,379)	(55,000)	South Hills AMI Base Station Replacement
70-PUBLIC WORKS Total		**(150,000)**	**(56,621)**	**(93,379)**	**(55,000)**	
501-WATER OPERATIONS Total		**(150,000)**	**(56,621)**	**(93,379)**	**(55,000)**	
553-TECHNOLOGY						
30-INFORMATION TECHNOLOGY						
15-INFORMATION SYSTEMS						
72030-COMPUTERS	Expenditure	(75,000)	(34,446)	(40,554)	(10,000)	Replacement of Library PCs
30-INFORMATION TECHNOLOGY Total		**(75,000)**	**(34,446)**	**(40,554)**	**(10,000)**	
553-TECHNOLOGY Total		**(75,000)**	**(34,446)**	**(40,554)**	**(10,000)**	

2026 Mid-Year Adjustments						
Fund/Deparment/Division/Object	Account Type	2026 Amended Budget	2026 Actuals	2026 Remaining Balance	1-Time	Notes
554-FLEET MANAGEMENT						
70-PUBLIC WORKS						
53-FLEET MANAGEMENT						
59100-CONTRACT SERVICES	Expenditure	(365,020)	(175,612)	(189,408)	(30,000)	Water Division Vactor truck has a leak on the rear door seal of the vacuum unit.
70-PUBLIC WORKS Total		**(365,020)**	**(175,612)**	**(189,408)**	**(30,000)**	
554-FLEET MANAGEMENT Total		**(365,020)**	**(175,612)**	**(189,408)**	**(30,000)**	
Grand Total		**(1,105,624)**	**(779,424)**	**(361,710)**	**(137,700)**	**1-Time Net Use of Available Resources**

2026 Mid-Year Adjustments

Fund/Deparment/Division/Object	Account Type	2026 Amended Budget	2026 Actuals	2026 Remaining Balance	Ongoing	Notes
101-GENERAL FUND						
15-CITY CLERK						
04-MUNICIPAL ELECTIONS						
55600-TRAINING & EDUCATION	Expenditure	(1,400)	0	(1,400)	(500)	New elections law training
15-CITY CLERK Total		**(1,400)**	**0**	**(1,400)**	**(500)**	
50-PUBLIC SAFETY						
30-POLICE ADMINISTRATION						
36503-SPECIAL POLICE SERVICES	Revenue	18,000	57,704	(39,704)	35,000	The training requirements for officers continues to increase.
55600-TRAINING & EDUCATION	Expenditure	(26,000)	(9,568)	(16,432)	(10,000)	The training requirements for officers continues to increase.
55610-POST TRAINING	Expenditure	(35,000)	(22,842)	(12,158)	(20,000)	More mandatory POST training and the LASD academy is now charging $10,000/recruit.
59100-CONTRACT SERVICES	Expenditure	(194,600)	(133,745)	(60,855)	(20,000)	Two ALPR cameras (HS & EC)$20K.
31-PATROL						
51210-K-9 SUPPLIES	Expenditure	(10,000)	(12,019)	2,019	(5,000)	2nd K-9 acquired, previously assumed longer lead time. Increase for 2nd K-9 supplies.
33-INVESTIGATION						
59100-CONTRACT SERVICES	Expenditure	(48,200)	(45,855)	(2,345)	(30,300)	Unexpected costs. $8,700 for phone/tower dumps. $8,600 attorney fees 22-31726
50-PUBLIC SAFETY Total		**(295,800)**	**(166,325)**	**(129,475)**	**(50,300)**	
60-COMMUNITY DEVELOPMENT						
41-BUILDING						
36604-PLAN CHECKING	Revenue	375,000	223,432	151,568	75,000	Plan checking and inspection services. Match actuals trend.
59100-CONTRACT SERVICES	Expenditure	(350,000)	(302,534)	(47,466)	(75,000)	Plan checking and inspection services.
60-COMMUNITY DEVELOPMENT Total		**25,000**	**(79,101)**	**104,101**	**0**	
70-PUBLIC WORKS						
56-FACILITIES MAINTENANCE						
59200-UNIFORM & LINEN LAUNDRY	Expenditure	0	0	0	(7,000)	Obtain dept consistency, laundry services currently paid from 59100.
58-PARKS, TREES & LANDSCAPE						
41300-OVERTIME	Expenditure	(4,710)	(7,567)	2,857	(11,190)	OT increase based on actuals for FY24 and FY25.
51200-DIVISION SUPPLIES	Expenditure	(16,990)	(13,090)	(3,900)	(15,160)	Increasing midyear budget in the amount of $15,160 to a total of $32,150 based on YTD actuals.
51270-TREES SHRUBS & PLANTS	Expenditure	(12,600)	(10,311)	(2,289)	(7,070)	The annual purchase of the Village poinsettias consumes almost half of the budget funds. Increase based on YTD actuals excluding poinsettias.
51750-FOOD SUPPLIES	Expenditure	0	(361)	361	(1,150)	The water service provided by DS Services of America is paid from this account but funds were not included in the two-year budget.
59100-CONTRACT SERVICES	Expenditure	(1,187,620)	(647,331)	(540,289)	(30,000)	Landscape maintenance, weed abatement, Village poinsettia planting, Village holiday lights, Meda and Bus Plaza cleaning, park restroom cleaning and trash service, and Village day porter.
59150-CONTRCT - TREE TRIM CNTR	Expenditure	(642,040)	(414,911)	(227,129)	(32,960)	Tree services including grid pruning, Ficus pruning, palm pruning, removals, planting, service requests, pest treatment and emergency response.
70-PUBLIC WORKS Total		**(1,863,960)**	**(1,093,571)**	**(770,389)**	**(104,530)**	
90-RECREATION & HUMAN SERVICES						

2026 Mid-Year Adjustments						
Fund/Deparment/Division/Object	Account Type	2026 Amended Budget	2026 Actuals	2026 Remaining Balance	Ongoing	Notes
80-RECREATION & HUMAN SRVS ADMIN						
59100-CONTRACT SERVICES	Expenditure	(36,250)	(37,043)	793	(7,400)	Charter Oak Banner Installation and Janitorial Supplies for new building
81-RECREATION						
58100-RECREATION ACTV & EVENTS	Expenditure	(187,900)	(69,851)	(118,049)	(10,000)	Additional funds for Dirt Camp
83-TEEN CENTER						
36906-ACTIVITIES & EVENTS	Revenue	7,000	0	7,000	15,000	New Adult Volleyball League
41210-PART TIME	Expenditure	(422,990)	(277,295)	(145,695)	(3,600)	Hour increase for Centennial Heritage Park staffing
58100-RECREATION ACTV & EVENTS	Expenditure	(17,690)	(13,556)	(4,134)	(13,500)	New Adult Volleyball League
90-RECREATION & HUMAN SERVICES Total		**(657,830)**	**(397,745)**	**(260,085)**	**(19,500)**	
101-GENERAL FUND Total		**(2,793,990)**	**(1,736,742)**	**(1,057,248)**	**(174,830)**	
216-LIBRARY FOUNDATION						
80-LIBRARY						
70-LIBRARY ADMINISTRATION						
35602-FRIENDS CONTRIBUTIONS	Revenue	6,125	702	5,423	(125)	Match Final GPLFF Grant.
51200-DIVISION SUPPLIES	Expenditure	(6,125)	(702)	(5,423)	125	Match Final GPLFF Grant.
72-YOUTH SERVICES						
35602-FRIENDS CONTRIBUTIONS	Revenue	49,575	3,749	45,826	1,475	Match Final GPLFF Grant.
51200-DIVISION SUPPLIES	Expenditure	(40,740)	(6,024)	(34,716)	(160)	Match Final GPLFF Grant.
55320-PRINTING	Expenditure	(3,065)	0	(3,065)	65	Match Final GPLFF Grant.
58100-RECREATION ACTV & EVENTS	Expenditure	(1,940)	0	(1,940)	(960)	Match Final GPLFF Grant.
59100-CONTRACT SERVICES	Expenditure	(1,020)	0	(1,020)	1,020	Match Final GPLFF Grant.
59200-UNIFORM & LINEN LAUNDRY	Expenditure	(2,810)	(368)	(2,442)	(1,440)	Match Final GPLFF Grant.
73-ADULT SERVICES						
35602-FRIENDS CONTRIBUTIONS	Revenue	128,490	4,591	123,899	(80,690)	Match Final GPLFF Grant.
51200-DIVISION SUPPLIES	Expenditure	(6,840)	(1,592)	(5,248)	840	Match Final GPLFF Grant.
51300-CONTENT FOR THE PUBLIC	Expenditure	(88,980)	(3,747)	(85,233)	88,980	Match Final GPLFF Grant.
55320-PRINTING	Expenditure	(2,040)	0	(2,040)	1,040	Match Final GPLFF Grant.
58100-RECREATION ACTV & EVENTS	Expenditure	(510)	(1,250)	740	(990)	Match Final GPLFF Grant.
59100-CONTRACT SERVICES	Expenditure	(30,120)	(15,018)	(15,102)	11,220	Match Final GPLFF Grant.
72000-CAPITAL OUTLAY	Expenditure	0	(17,059)	17,059	(20,400)	Match Final GPLFF Grant.
80-LIBRARY Total		**0**	**(36,718)**	**36,718**	**0**	
216-LIBRARY FOUNDATION Total		**0**	**(36,718)**	**36,718**	**0**	
221-PERMIT FILE MAINTENANCE						
00-NON-DEPARTMENTAL						
98-OTHER FINANCING USES						
90553-T/O TECHNOLOGY	Expenditure	0	0	0	(105,000)	EPL, move All Tyler to one account in Technology Fund.
00-NON-DEPARTMENTAL Total		**0**	**0**	**0**	**(105,000)**	
221-PERMIT FILE MAINTENANCE Total		**0**	**0**	**0**	**(105,000)**	
255-STATE GAS TAX						
70-PUBLIC WORKS						
58-PARKS, TREES & LANDSCAPE						
41300-OVERTIME	Expenditure	0	(3,466)	3,466	(7,750)	Overtime is used for call-out staff to respond to emergency issues such as fallen trees or stuck/broken irrigation and other hazardous items.
70-PUBLIC WORKS Total		**0**	**(3,466)**	**3,466**	**(7,750)**	
255-STATE GAS TAX Total		**0**	**(3,466)**	**3,466**	**(7,750)**	

2026 Mid-Year Adjustments						
Fund/Deparment/Division/Object	Account Type	2026 Amended Budget	2026 Actuals	2026 Remaining Balance	Ongoing	Notes
553-TECHNOLOGY						
00-NON-DEPARTMENTAL						
98-OTHER FINANCING USES						
39221-T/I PLAN MAINT FEES	Revenue	0	0	0	105,000	EPL, move All Tyler to one account from Permits File Maintenance Fund.
00-NON-DEPARTMENTAL Total		**0**	**0**	**0**	**105,000**	
30-INFORMATION TECHNOLOGY						
15-INFORMATION SYSTEMS						
57050-PHONE	Expenditure	(150,000)	(109,125)	(40,875)	(25,000)	Additional funds needed to cover remaining invoices for phones (AT&T, Frontier, BTS)
57051-CELLULAR PHONES	Expenditure	(111,036)	(54,181)	(56,855)	(10,000)	Additional funds needed to cover remaining invoices for cell phones
59111-ENTERPRISE SOFTWARE	Expenditure	(1,254,927)	(144,355)	(1,110,572)	(105,000)	EPL, move All Tyler to one account. Offset by Transfer from 221 Permit File Maintenance.
59112-CITY SOFTWARE	Expenditure	(153,542)	(1,087,511)	933,969	(95,000)	Madison AI $35K + Axon $60K
30-INFORMATION TECHNOLOGY Total		**(1,669,505)**	**(1,395,172)**	**(274,333)**	**(235,000)**	
553-TECHNOLOGY Total		**(1,669,505)**	**(1,395,172)**	**(274,333)**	**(130,000)**	
Grand Total		**(4,463,495)**	**(3,172,098)**	**(1,291,397)**	**(417,580)**	**Ongoing Net Use of Available Resources**

Fund/Deparment/Division/Object	Account Type	2026 Amended Budget	2026 Actuals	2026 Remaining Balance	Ongoing	Notes
		2026 Mid-Year Adjustments				
101-GENERAL FUND						
00-NON-DEPARTMENTAL						
98-OTHER FINANCING USES						
39103-T/I - MEASURE E	Revenue	(5,701,250)	0	(5,701,250)	(2,646,620)	GF_Meas E/Z Update
00-NON-DEPARTMENTAL Total		**(5,701,250)**	**0**	**(5,701,250)**	**(2,646,620)**	
15-CITY CLERK						
03-CITY CLERK						
59100-CONTRACT SERVICES	Expenditure	(107,200)	(14,763)	(92,437)	50,000	GF_Meas E/Z Update
15-CITY CLERK Total		**(107,200)**	**(14,763)**	**(92,437)**	**50,000**	
40-ADMINISTRATIVE SERVICES						
25-HUMAN RESOURCES						
41110-REGULAR TIME	Expenditure	(246,111)	(107,533)	(138,578)	106,579	GF_Meas E/Z Update
41111-INCENTIVE PAY	Expenditure	(700)	(191)	(509)	700	GF_Meas E/Z Update
42101-MISC PERS	Expenditure	(20,905)	(11,455)	(9,450)	9,087	GF_Meas E/Z Update
42102-MISC UAL	Expenditure	(1,209)	(40)	(1,169)	526	GF_Meas E/Z Update
42200-FLEX BENEFIT	Expenditure	(43,680)	(21,063)	(22,617)	23,520	GF_Meas E/Z Update
42300-EMPLOYER PAID BENEFITS	Expenditure	(5,581)	(2,749)	(2,832)	2,633	GF_Meas E/Z Update
42400-WORKERS COMP	Expenditure	(2,141)	(1,023)	(1,118)	927	GF_Meas E/Z Update
40-ADMINISTRATIVE SERVICES Total		**(320,327)**	**(144,053)**	**(176,274)**	**143,972**	
50-PUBLIC SAFETY						
30-POLICE ADMINISTRATION						
41110-REGULAR TIME	Expenditure	(1,014,237)	(466,173)	(548,065)	242,139	GF_Meas E/Z Update
41111-INCENTIVE PAY	Expenditure	(44,265)	(39,249)	(5,016)	12,898	GF_Meas E/Z Update
41430-UNIFORM ALLOWANCE	Expenditure	(2,750)	(1,654)	(1,096)	1,050	GF_Meas E/Z Update
42103-SAFETY PERS	Expenditure	(169,364)	(75,697)	(93,667)	84,611	GF_Meas E/Z Update
42104-SAFETY UAL	Expenditure	(8,802)	(958)	(7,844)	4,456	GF_Meas E/Z Update
42200-FLEX BENEFIT	Expenditure	(113,160)	(51,446)	(61,714)	20,400	GF_Meas E/Z Update
42300-EMPLOYR PAID BENEFITS	Expenditure	(32,024)	(16,370)	(15,654)	4,159	GF_Meas E/Z Update
42400-WORKERS COMP	Expenditure	(52,964)	(40,382)	(12,582)	23,063	GF_Meas E/Z Update
31-PATROL						
41110-REGULAR TIME	Expenditure	(5,395,680)	(2,247,933)	(3,147,746)	337,608	GF_Meas E/Z Update
41111-INCENTIVE PAY	Expenditure	(355,248)	(273,258)	(81,990)	3,310	GF_Meas E/Z Update
41300-OVERTIME	Expenditure	(750,000)	(584,723)	(165,277)	42,470	GF_Meas E/Z Update
41410-HOLIDAY PAY	Expenditure	(253,077)	(112,322)	(140,755)	15,041	GF_Meas E/Z Update
41430-UNIFORM ALLOWANCE	Expenditure	(43,550)	(18,173)	(25,377)	3,150	GF_Meas E/Z Update
42103-SAFETY PERS	Expenditure	(1,333,538)	(311,646)	(1,021,892)	56,380	GF_Meas E/Z Update
42104-SAFETY UAL	Expenditure	(87,109)	(5,816)	(81,293)	4,776	GF_Meas E/Z Update
42200-FLEX BENEFIT	Expenditure	(858,000)	(346,050)	(511,950)	61,200	GF_Meas E/Z Update
42300-EMPLOYER PAID BENEFITS	Expenditure	(113,544)	(74,466)	(39,078)	6,876	GF_Meas E/Z Update
42400-WORKERS COMP	Expenditure	(519,136)	(303,749)	(215,387)	32,147	GF_Meas E/Z Update
32-DISPATCH						
41110-REGULAR TIME	Expenditure	(912,059)	(463,985)	(448,074)	233,480	GF_Meas E/Z Update
41111-INCENTIVE PAY	Expenditure	(3,800)	(12,963)	9,163	1,800	GF_Meas E/Z Update
41300-OVERTIME	Expenditure	(120,000)	(89,175)	(30,825)	20,000	GF_Meas E/Z Update
41430-UNIFORM ALLOWANCE	Expenditure	(7,800)	(2,886)	(4,914)	1,950	GF_Meas E/Z Update
42101-MISC PERS	Expenditure	(95,678)	(52,475)	(43,202)	20,093	GF_Meas E/Z Update
42102-MISC UAL	Expenditure	(5,199)	(189)	(5,010)	1,162	GF_Meas E/Z Update
42200-FLEX BENEFIT	Expenditure	(188,400)	(93,457)	(94,943)	48,000	GF_Meas E/Z Update
42300-EMPLOYER PAID BENEFITS	Expenditure	(22,120)	(17,262)	(4,858)	5,563	GF_Meas E/Z Update
42400-WORKERS COMP	Expenditure	(39,953)	(19,211)	(20,742)	9,853	GF_Meas E/Z Update
38-COMMUNITY PRESERVATION						
41300-OVERTIME	Expenditure	(3,000)	(740)	(2,260)	1,350	GF_Meas E/Z Update
59135-ANIMAL SHELTER SERVICES	Expenditure	(518,421)	(215,934)	(302,487)	378,421	GF_Meas E/Z Update
50-PUBLIC SAFETY Total		**(13,062,878)**	**(5,938,341)**	**(7,124,537)**	**1,677,406**	
60-COMMUNITY DEVELOPMENT						
42-ECONOMIC DEVELOPMENT						
59100-CONTRACT SERVICES	Expenditure	(175,000)	(53,443)	(121,557)	175,000	GF_Meas E/Z Update
60-COMMUNITY DEVELOPMENT Total		**(175,000)**	**(53,443)**	**(121,557)**	**175,000**	
70-PUBLIC WORKS						
52-STREETS						
41300-OVERTIME	Expenditure	(810)	(312)	(498)	810	GF_Meas E/Z Update
51200-DIVISION SUPPLIES	Expenditure	(51,140)	(10,283)	(40,857)	51,140	GF_Meas E/Z Update
55400-DUES & MEMBERSHIPS	Expenditure	(480)	0	(480)	480	GF_Meas E/Z Update
55600-TRAINING & EDUCATION	Expenditure	(18,700)	0	(18,700)	18,700	GF_Meas E/Z Update
57100-ELECTRIC	Expenditure	(4,000)	0	(4,000)	4,000	GF_Meas E/Z Update
57170-REFUSE DISPOSAL	Expenditure	(1,300)	(480)	(820)	1,300	GF_Meas E/Z Update
59100-CONTRACT SERVICES	Expenditure	(63,000)	(26,338)	(36,663)	63,000	GF_Meas E/Z Update

Fund/Deparment/Division/Object	Account Type	2026 Mid-Year Adjustments 2026 Amended Budget	2026 Actuals	2026 Remaining Balance	Ongoing	Notes
58-PARKS, TREES & LANDSCAPE						
59100-CONTRACT SERVICES	Expenditure	(1,187,620)	(647,331)	(540,289)	150,000	GF_Meas E/Z Update
59150-CONTRCT - TREE TRIM CNTR	Expenditure	(642,040)	(414,911)	(227,129)	50,000	GF_Meas E/Z Update
70-PUBLIC WORKS Total		**(1,969,090)**	**(1,099,655)**	**(869,435)**	**339,430**	
80-LIBRARY						
70-LIBRARY ADMINISTRATION						
55320-PRINTING	Expenditure	(4,145)	(65)	(4,080)	2,000	GF_Meas E/Z Update
59100-CONTRACT SERVICES	Expenditure	(110,605)	(42,768)	(67,837)	5,250	GF_Meas E/Z Update
72-YOUTH SERVICES						
51300-CONTENT FOR THE PUBLIC	Expenditure	(56,675)	(15,810)	(40,865)	17,600	GF_Meas E/Z Update
73-ADULT SERVICES						
51300-CONTENT FOR THE PUBLIC	Expenditure	(170,270)	(92,110)	(78,160)	80,400	GF_Meas E/Z Update
80-LIBRARY Total		**(341,695)**	**(150,754)**	**(190,941)**	**105,250**	
90-RECREATION & HUMAN SERVICES						
81-RECREATION						
58100-RECREATION ACTV & EVENTS	Expenditure	(187,900)	(69,851)	(118,049)	9,000	GF_Meas E/Z Update
58100-RECREATION ACTV & EVENTS	Expenditure	0	0	0	60,000	GF_Meas E/Z Update
83-TEEN CENTER						
41210-PART TIME	Expenditure	(422,990)	(277,295)	(145,695)	79,110	GF_Meas E/Z Update
42105-PT RETIREMENT	Expenditure	(15,862)	(11,248)	(4,614)	2,967	GF_Meas E/Z Update
42300-EMPLOYER PAID BENEFITS	Expenditure	(9,194)	(5,848)	(3,346)	1,147	GF_Meas E/Z Update
42400-WORKERS COMP	Expenditure	(21,936)	(14,530)	(7,407)	3,338	GF_Meas E/Z Update
90-RECREATION & HUMAN SERVICES Total		**(657,883)**	**(378,771)**	**(279,111)**	**155,562**	
101-GENERAL FUND Total		**(22,335,323)**	**(7,779,781)**	**(14,555,542)**	**0**	
103-MEASURES E/Z						
00-NON-DEPARTMENTAL						
98-OTHER FINANCING USES						
90101-T/O GENERAL FUND	Expenditure	(5,701,250)	0	(5,701,250)	2,646,620	GF_Meas E/Z Update
00-NON-DEPARTMENTAL Total		**(5,701,250)**	**0**	**(5,701,250)**	**2,646,620**	
15-CITY CLERK						
03-CITY CLERK						
59100-CONTRACT SERVICES	Expenditure	0	0	0	(50,000)	GF_Meas E/Z Update
15-CITY CLERK Total		**0**	**0**	**0**	**(50,000)**	
40-ADMINISTRATIVE SERVICES						
25-HUMAN RESOURCES						
41110-REGULAR TIME	Expenditure	0	0	0	(106,579)	GF_Meas E/Z Update
41111-INCENTIVE PAY	Expenditure	0	0	0	(700)	GF_Meas E/Z Update
42101-MISC PERS	Expenditure	0	0	0	(9,087)	GF_Meas E/Z Update
42102-MISC UAL	Expenditure	0	0	0	(526)	GF_Meas E/Z Update
42200-FLEX BENEFIT	Expenditure	0	0	0	(23,520)	GF_Meas E/Z Update
42300-EMPLOYER PAID BENEFITS	Expenditure	0	0	0	(2,633)	GF_Meas E/Z Update
42400-WORKERS COMP	Expenditure	0	0	0	(927)	GF_Meas E/Z Update
40-ADMINISTRATIVE SERVICES Total		**0**	**0**	**0**	**(143,972)**	
50-PUBLIC SAFETY						
30-POLICE ADMINISTRATION						
41110-REGULAR TIME	Expenditure	(45,250)	(29,112)	(16,138)	(242,139)	GF_Meas E/Z Update
41111-INCENTIVE PAY	Expenditure	(1,000)	(478)	(522)	(12,898)	GF_Meas E/Z Update
41430-UNIFORM ALLOWANCE	Expenditure	0	0	0	(1,050)	GF_Meas E/Z Update
42103-SAFETY PERS	Expenditure	0	0	0	(84,611)	GF_Meas E/Z Update
42104-SAFETY UAL	Expenditure	0	0	0	(4,456)	GF_Meas E/Z Update
42200-FLEX BENEFIT	Expenditure	(8,400)	(4,051)	(4,350)	(20,400)	GF_Meas E/Z Update
42300-EMPLOYR PAID BENEFITS	Expenditure	(1,056)	(657)	(399)	(4,159)	GF_Meas E/Z Update
42400-WORKERS COMP	Expenditure	(394)	(247)	(146)	(23,063)	GF_Meas E/Z Update
31-PATROL						
41110-REGULAR TIME	Expenditure	0	0	0	(337,608)	GF_Meas E/Z Update
41111-INCENTIVE PAY	Expenditure	0	0	0	(3,310)	GF_Meas E/Z Update
41300-OVERTIME	Expenditure	0	0	0	(42,470)	GF_Meas E/Z Update
41410-HOLIDAY PAY	Expenditure	0	0	0	(15,041)	GF_Meas E/Z Update
41430-UNIFORM ALLOWANCE	Expenditure	0	0	0	(3,150)	GF_Meas E/Z Update
42103-SAFETY PERS	Expenditure	0	0	0	(56,380)	GF_Meas E/Z Update
42104-SAFETY UAL	Expenditure	0	0	0	(4,776)	GF_Meas E/Z Update
42200-FLEX BENEFIT	Expenditure	0	0	0	(61,200)	GF_Meas E/Z Update
42300-EMPLOYER PAID BENEFITS	Expenditure	0	0	0	(6,876)	GF_Meas E/Z Update
42400-WORKERS COMP	Expenditure	0	0	0	(32,147)	GF_Meas E/Z Update

Fund/Deparment/Division/Object	Account Type	2026 Mid-Year Adjustments 2026 Amended Budget	2026 Actuals	2026 Remaining Balance	Ongoing	Notes
32-DISPATCH						
41110-REGULAR TIME	Expenditure	0	0	0	(233,480)	GF_Meas E/Z Update
41111-INCENTIVE PAY	Expenditure	0	0	0	(1,800)	GF_Meas E/Z Update
41300-OVERTIME	Expenditure	0	0	0	(20,000)	GF_Meas E/Z Update
41430-UNIFORM ALLOWANCE	Expenditure	0	0	0	(1,950)	GF_Meas E/Z Update
42101-MISC PERS	Expenditure	0	0	0	(20,093)	GF_Meas E/Z Update
42102-MISC UAL	Expenditure	0	0	0	(1,162)	GF_Meas E/Z Update
42200-FLEX BENEFIT	Expenditure	0	0	0	(48,000)	GF_Meas E/Z Update
42300-EMPLOYER PAID BENEFITS	Expenditure	0	0	0	(5,563)	GF_Meas E/Z Update
42400-WORKERS COMP	Expenditure	0	0	0	(9,853)	GF_Meas E/Z Update
38-COMMUNITY PRESERVATION						
41300-OVERTIME	Expenditure	0	0	0	(1,350)	GF_Meas E/Z Update
59135-ANIMAL SHELTER SERVICES	Expenditure	0	0	0	(378,421)	GF_Meas E/Z Update
50-PUBLIC SAFETY Total		**(56,100)**	**(34,545)**	**(21,555)**	**(1,677,406)**	
60-COMMUNITY DEVELOPMENT						
42-ECONOMIC DEVELOPMENT						
59100-CONTRACT SERVICES	Expenditure	0	0	0	(175,000)	GF_Meas E/Z Update
60-COMMUNITY DEVELOPMENT Total		**0**	**0**	**0**	**(175,000)**	
70-PUBLIC WORKS						
52-STREETS						
41300-OVERTIME	Expenditure	0	0	0	(810)	GF_Meas E/Z Update
51200-DIVISION SUPPLIES	Expenditure	0	0	0	(51,140)	GF_Meas E/Z Update
55400-DUES & MEMBERSHIPS	Expenditure	0	0	0	(480)	GF_Meas E/Z Update
55600-TRAINING & EDUCATION	Expenditure	0	0	0	(18,700)	GF_Meas E/Z Update
57100-ELECTRIC	Expenditure	0	0	0	(4,000)	GF_Meas E/Z Update
57170-REFUSE DISPOSAL	Expenditure	0	0	0	(1,300)	GF_Meas E/Z Update
59100-CONTRACT SERVICES	Expenditure	0	0	0	(63,000)	GF_Meas E/Z Update
58-PARKS, TREES & LANDSCAPE						
59100-CONTRACT SERVICES	Expenditure	0	0	0	(150,000)	GF_Meas E/Z Update
59150-CONTRCT - TREE TRIM CNTR	Expenditure	0	0	0	(50,000)	GF_Meas E/Z Update
70-PUBLIC WORKS Total		**0**	**0**	**0**	**(339,430)**	
80-LIBRARY						
70-LIBRARY ADMINISTRATION						
55320-PRINTING	Expenditure	0	0	0	(2,000)	GF_Meas E/Z Update
59100-CONTRACT SERVICES	Expenditure	0	0	0	(5,250)	GF_Meas E/Z Update
72-YOUTH SERVICES						
51300-CONTENT FOR THE PUBLIC	Expenditure	0	0	0	(17,600)	GF_Meas E/Z Update
73-ADULT SERVICES						
51300-CONTENT FOR THE PUBLIC	Expenditure	0	0	0	(80,400)	GF_Meas E/Z Update
80-LIBRARY Total		**0**	**0**	**0**	**(105,250)**	
90-RECREATION & HUMAN SERVICES						
81-RECREATION						
58100-RECREATION ACTV & EVENTS	Expenditure	0	0	0	(69,000)	GF_Meas E/Z Update
83-TEEN CENTER						
41210-PART TIME	Expenditure	0	0	0	(79,110)	GF_Meas E/Z Update
42105-PT RETIREMENT	Expenditure	0	0	0	(2,967)	GF_Meas E/Z Update
42300-EMPLOYER PAID BENEFITS	Expenditure	0	0	0	(1,147)	GF_Meas E/Z Update
42400-WORKERS COMP	Expenditure	0	0	0	(3,338)	GF_Meas E/Z Update
90-RECREATION & HUMAN SERVICES Total		**0**	**0**	**0**	**(155,562)**	
103-MEASURES E/Z Total		**(5,757,350)**	**(34,545)**	**(5,722,805)**	**0**	
Grand Total		**(28,092,672)**	**(7,814,325)**	**(20,278,347)**	**0**	**GF_Meas E/Z Update Net Use of Available Resources**

CITY OF GLENDORA
GENERAL FUND MULTI-YEAR FINANCIAL FORECAST

		FY 2024-25 ACTUAL	FY 2025-26 AMENDED		FY 2025-26 MID-YEAR		FY 2026-27 PROGRAMMED		FY 2027-28 ESTIMATE		FY 2028-29 ESTIMATE		FY 2029-30 ESTIMATE	
1	**BEGINNING BALANCE**				**17,992,731**		**18,481,999**		**18,671,407**		**18,714,330**		**18,997,498**	
REVENUE														
2	Property Taxes	$ 17,809,683	$ 18,628,000	4.6%	$ 18,628,000	0.0%	$ 19,617,500	5.3%	20,007,500	2.0%	20,808,000	4.0%	21,640,000	4.0%
3	Sales Tax	11,252,922	11,300,000	0.4%	11,300,000	0.0%	11,600,000	2.7%	11,720,000	1.0%	11,896,000	1.5%	12,009,000	0.9%
4	Other Taxes	4,157,416	3,926,290	-5.6%	3,926,290	0.0%	3,941,290	0.4%	3,941,000	0.0%	3,941,000	0.0%	3,941,000	0.0%
5	Licenses & Permits	1,564,426	1,417,380	-9.4%	1,417,380	0.0%	1,417,380	0.0%	1,432,000	1.0%	1,446,000	1.0%	1,460,000	1.0%
6	Fines & Forfeitures	424,157	355,000	-16.3%	355,000	0.0%	355,000	0.0%	355,000	0.0%	355,000	0.0%	355,000	0.0%
7	Rents & Interest	2,514,019	2,022,570	-19.5%	2,022,570	0.0%	2,037,570	0.7%	2,048,000	0.5%	2,052,000	0.2%	2,058,000	0.3%
8	Plan, Bldg & Eng	1,428,692	1,501,300	5.1%	1,576,300	5.0%	1,576,300	0.0%	1,624,000	3.0%	1,673,000	3.0%	1,723,000	3.0%
9	Admin, Recreation & Library	1,140,486	995,440	-12.7%	1,010,440	1.5%	1,010,230	0.0%	1,010,000	0.0%	1,010,000	0.0%	1,010,000	0.0%
10	Miscellaneous	1,211,140	392,700	-67.6%	427,700	8.9%	402,700	-5.8%	403,000	0.1%	403,000	0.0%	403,000	0.0%
11	Transfers In-Measures E/Z	3,062,362	5,661,250	84.9%	3,014,630	-46.7%	3,498,387	16.0%	3,415,000	-2.4%	3,617,000	5.9%	3,268,561	-9.6%
	REVENUE TOTAL	**44,565,304**	**46,199,930**	**3.7%**	**43,678,310**	**-5.5%**	**45,456,357**	**4.1%**	**45,955,500**	**1.1%**	**47,201,000**	**2.7%**	**47,867,561**	**1.4%**
EXPENDITURES														
12	Salaries	18,583,759	17,845,314	-4.0%	16,756,659	-6.1%	18,118,926	8.1%	18,662,000	3.0%	19,222,000	3.0%	19,799,000	3.0%
13	Retirement	2,599,566	3,045,336	17.1%	2,861,278	-6.0%	3,283,544	14.8%	3,382,000	3.0%	3,683,000	8.9%	3,867,000	5.0%
14	Other Benefits	3,574,840	4,151,760	16.1%	3,908,934	-5.8%	3,948,593	1.0%	3,988,000	1.0%	4,028,000	1.0%	4,048,000	0.5%
15	Operations & Maintenance	8,867,819	9,823,952	10.8%	9,036,701	-8.0%	8,955,540	-0.9%	9,000,000	0.5%	9,045,000	0.5%	9,090,000	0.5%
16	Allocation - Internal Svc	5,735,215	5,517,338	-3.8%	5,517,338	0.0%	5,758,975	4.4%	5,759,000	0.0%	5,759,000	0.0%	5,759,000	0.0%
17	Allocation - Insurance	2,043,522	2,046,812	0.2%	2,046,812	0.0%	2,060,917	0.7%	2,061,000	0.0%	2,061,000	0.0%	2,061,000	0.0%
18	Elections	134,777	11,400	-91.5%	11,900	4.4%	90,900	663.9%	8,000	-91.2%	130,500	1531.3%	8,000	-93.9%
19	Transfers Out-POB	2,948,175	2,953,460	100.0%	2,953,460	0.0%	2,950,355	-0.1%	2,953,377	0.1%	2,954,332	0.0%	2,960,000	0.2%
20	Transfers Out-Other	77,632	95,960	23.6%	95,960	0.0%	99,200	3.4%	99,200	0.0%	35,000	-64.7%	35,000	0.0%
	EXPENDITURE TOTAL	**44,565,304**	**45,491,332**	**2.1%**	**43,189,042**	**-5.1%**	**45,266,949**	**4.8%**	**45,912,577**	**1.4%**	**46,917,832**	**2.2%**	**47,627,000**	**1.5%**
21	**Net (Loss)**	**-**	**708,598**		**489,268**		**189,408**		**42,923**		**283,168**		**240,561**	
22	**Ending Balance**				**18,481,999**	**40.7%**	**18,671,407**	**43.3%**	**18,714,330**	**41.5%**	**18,997,498**	**41.5%**	**19,238,059**	**41.1%**

NOTES:

2 Numbers from consultant indicate steady increases in property tax.

3 FY25 reduction due to sluggish third quarter 2024 tax filings and mixed short-term performance (primarily in the Autos/Transportation, Building/Construction, Food/Drugs, Fuel/Service, and Consumer Goods sectors).

4 Franchise Fees are projected to remain relatively consistent with programmed increases for Refuse. Business License & TOT are projected to remain consistent.

5,6 The revenues are projected to be relatively consistent with some programmatic increases anticipated for Licenses & Permits related to the Citywide Fee Study and enhanced parking enforcement tools.

7 Rental activity has stabilized and the City's investments are trending in a positive direction. FY26 and beyond, interest earnings are relatively stable as the current/future interest rate environment is uncertain.

8 Development has continued and steady increases are projected with the citywide fee study. The current economic and insurance environments create uncertainty around future development.

9 FY26 & Beyond expected to be consistent. Primary components of this line are Recreation contract classes and programs.

10 FY25 DOF approved $200K and FY26 $100K for ROPS administrative amount, assumes $100K FY27 and beyond. FY25 Includes one-time adjustment for Gold Line police services overtime reimbursement.

11 Based on actual results at the end of the fiscal year to represent the "subsidy" amount from Measures E/Z to balance the General Fund and meet the contingency reserve requirements.
If there are savings in the General Fund this will result in a "subsidy" less than the amount projected to cover budgeted expenditures).
Expenditures have been updated to reflect services paid for by Measures E/Z directly in Measures E/Z and to reduce the transfer to the General Fund.

12,13,14 Salaries/Benefits/Retirement; FY26 and beyond include assumptions for recently completed negotiations. Includes updates to report more services directly in Measures E/Z.

15 Includes updates to report more services directly in Measures E/Z. Future years assumptions include additional use of contracted services to maintain service levels.

16,17 These costs are related to internal services funds. Fluctuation due to capital outlay needs in Information Technology and City Fleet. Assumes City achieves insurance savings with change in SIR approach.

18 The City holds elections in November of even calendar years.

19,20 Includes debt service payment for the 2019 POBs, lease pmts on the energy efficiency projects & Landscape Maintenance Fund subsidy.

21 Amount required from the operating results to maintain 30%-45% contingency reserve.

22 The City's General Fund Reserve Policy is a minimum of 30% to maximum of 45% of prior year operational expenditures.
The Contingency Reserve Contribution is added to the beginning available balance to reach the ending available balance.

CITY OF GLENDORA
MEASURES E/Z MULTI-YEAR FINANCIAL FORECAST

		FY 2024-25 ACTUAL	FY 2025-26 AMENDED		FY 2025-26 MID-YEAR		FY 2026-27 PROGRAMMED		FY2027-28 ESTIMATE		FY2028-29 ESTIMATE		FY2029-30 ESTIMATE	
1	**BEGINNING BALANCE**				-		1,563,750		2,344,335		2,715,335		2,913,335	
REVENUE														
2	Transactions & Use Tax (E)	$ 8,400,399	$ 8,700,000	3.6%	$ 8,700,000	0.0%	$ 8,730,000	0.3%	$ 8,770,000	0.5%	$ 8,800,000	0.3%	$ 8,830,000	0.3%
3	Transactions & Use Tax (Z)	672,641	2,700,000	0.0%	$ 2,700,000	0.0%	2,710,000	0.4%	2,720,000	0.4%	2,730,000	0.4%	2,740,000	0.4%
4	Interest	171,995	107,000	-37.8%	107,000	0.0%	107,000	0.0%	108,000	0.9%	109,000	0.9%	110,000	0.9%
	REVENUE TOTAL	**$ 9,245,035**	**$ 11,507,000**	**24.5%**	**$ 11,507,000**	**0.0%**	**$11,547,000**	**0.3%**	**$11,598,000**	**0.4%**	**$ 11,639,000**	**0.4%**	**$ 11,680,000**	**0.4%**
EXPENDITURES														
5	Salaries	1,518,664	1,712,135	12.7%	2,815,580	64.4%	3,098,957	10.1%	3,502,135	13.0%	3,607,000	3.0%	3,715,000	3.0%
6	Retirement	168,947	308,396	82.5%	492,454	59.7%	611,546	24.2%	709,507	16.0%	731,000	3.0%	753,000	3.0%
7	Other Benefits	309,877	386,941	24.9%	629,767	62.8%	690,868	9.7%	787,358	14.0%	811,000	3.0%	835,000	3.0%
8	Operations & Maintenance	28,003	490,900	1653.0%	1,607,191	227.4%	1,712,976	6.6%	1,764,000	3.0%	1,817,000	3.0%	2,082,171	14.6%
9	Transfers Out-GF	2,642,240	5,661,250	114.3%	3,014,630	-46.7%	3,494,825	15.9%	3,365,000	-3.7%	3,587,000	6.6%	3,238,561	-9.7%
10	Transfers Out-GUSD	-	294,500	0.0%	294,500	0.0%	282,600	-4.0%	230,000	-18.6%	220,000	-4.3%	220,000	0.0%
11	Transfers Out-POB	376,085	370,955	-1.4%	370,955	0.0%	371,865	0.2%	367,175	-1.3%	366,425	-0.2%	360,000	-1.8%
12	Transfers Out-CIP	2,100,609	518,173	-75.3%	518,173	0.0%	252,778	-51.2%	251,825	-0.4%	151,575	-39.8%	159,317	5.1%
13	Transfers Out-Pension Fund	1,260,365	120,000	-90.5%	120,000	0.0%	150,000	25.0%	150,000	0.0%	90,000	-40.0%	90,000	0.0%
14	Transfers Out-OPEB 115 Trust	420,122	40,000	-90.5%	40,000	0.0%	50,000	25.0%	50,000	0.0%	30,000	-40.0%	30,000	0.0%
15	Transfers Out-Internal Svc	420,122	40,000	-90.5%	40,000	0.0%	50,000	25.0%	50,000	0.0%	30,000	-40.0%	30,000	0.0%
	EXPENDITURE TOTAL	**$ 9,245,035**	**$ 9,943,250**	**7.6%**	**$ 9,943,250**	**0.0%**	**$10,766,415**	**8.3%**	**$11,227,000**	**4.3%**	**$ 11,441,000**	**1.9%**	**$ 11,513,049**	**0.6%**
16	**Net (Loss)**	**-**	**1,563,750**		**1,563,750**		**780,585**		**371,000**		**198,000**		**166,951**	
17	**ENDING BALANCE**				**$ 1,563,750**		**$ 2,344,335**		**$ 2,715,335**		**$ 2,913,335**		**$ 3,080,286**	

NOTES:

2,3 FY25 reduction due to sluggish third quarter 2024 tax filings and mixed short-term results in Autos/Transportation, Building/Construction, Food/Drugs, Fuel/Service, and Consumer Goods sectors.

4 FY26 and beyond, interest earnings are relatively stable as the current/future interest rate environment is uncertain.

5,6,7 Salaries/Benefits/Retirement for FY25 include ongoing costs of the recent realignments. FY26 and beyond include assumptions for recently completed and future negotiations. Includes updates to report more services directly in Measures E/Z.

8 Includes $335K to $380K for Homelessness Progams for FY 2026 and beyond. City staff is actively looking for grants to recover these anticipated costs. Includes Measures E/Z funding priorities set by Council at June 3, 2025 Budget Workshop for additional consulting services for affordable housing.

9 Transfer covering General Fund deficit and meeting contingency reserve policy limits. Includes updates to report more services directly in Measures E/Z.

10 Transfer for cost offset of GUSD JUA for police department provided services.

11 Transfer for fairshare of pension obligation bond debt service cost.

12,13 14,15 The City has taken a more active approach to budgeting for the reserve policy that provides funding for capital projects, pension stabilization, subsidies for internal service funds, and OPEB 115 Trust. These transfers may be updated based on actual results at the end of the fiscal year.

50% to the Capital Projects Fund, 30% to the PERS Rate Stabilization Fund, 10% to OPEB Section 115 Trust (held in General Fund) and 10% to Internal Service Funds.

Forecast is based on budgeted amounts and may fluctuate with actual results as of June 30.

Assumes amounts available for capital projects, pension reserve and internal service funds are moved to those funds in accordance with the Reserve Policy

CITY OF GLENDORA
WATER FUNDS MULTI-YEAR BUDGET PROJECTION

	FUND 501 - OPERATIONS	FY 2024-25 ACTUAL	FY 2025-26 AMENDED		FY 2025-26 MID-YEAR		FY 2026-27 PROGRAMMED		FY 2027-28 PROJECTED		FY2028-29 PROJECTED		FY2029-30 PROJECTED	
	BEGINNING BALANCE				**$ 7,755,600**		**$ 10,647,859**		**$ 11,725,325**		**$ 11,768,261**		**$ 11,793,028**	
REVENUE														
1	Meter Connection	8,959,098	10,970,000	22.4%	10,970,000	0.0%	11,300,000	3.0%	11,413,000	1.0%	11,470,000	0.5%	11,527,000	0.5%
2	Consumption	9,455,328	15,500,000	63.9%	14,500,000	-6.5%	14,900,000	2.8%	15,049,000	1.0%	15,124,000	0.5%	15,200,000	0.5%
3	Elevation	3,909,887	2,600,000	-33.5%	3,600,000	38.5%	3,670,000	1.9%	3,706,700	1.0%	3,744,000	1.0%	3,781,000	1.0%
4	Other Water Service Charges	440,583	316,675	-28.1%	316,675	0.0%	316,675	0.0%	316,675	0.0%	317,000	0.1%	317,000	0.0%
5	Sales to Other Water Co	63,704	92,500	45.2%	92,500	0.0%	92,500	0.0%	92,500	0.0%	92,500	0.0%	92,500	0.0%
6	Misc Revenues/Interest	466,531	298,000	-36.1%	298,000	0.0%	298,000	0.0%	298,894	0.3%	300,000	0.4%	301,000	0.3%
	REVENUE TOTAL	**23,295,131**	**29,777,175**	27.8%	**29,777,175**	0.0%	**30,577,175**	2.7%	**30,876,769**	1.0%	**31,047,500**	0.6%	**31,218,500**	0.6%
EXPENDITURES														
7	Production	4,019,352	5,211,165	29.7%	5,211,165	0.0%	5,270,823	1.1%	5,323,532	1.0%	5,376,767	1.0%	5,404,000	0.5%
8	Transmission/Distribution	3,233,034	3,959,940	22.5%	3,959,940	0.0%	4,095,428	3.4%	3,784,599	-7.6%	3,828,969	1.2%	3,867,000	1.0%
9	Elevation (Pumping Expenses)	1,459,511	1,837,500	25.9%	1,837,500	0.0%	1,837,500	0.0%	1,837,500	0.0%	1,837,500	0.0%	1,838,000	0.0%
10	Water Customer Service	1,185,437	775,363	-34.6%	830,363	7.1%	800,564	-3.6%	689,505	-13.9%	699,795	1.5%	703,000	0.5%
11	Water Administration	2,226,996	3,060,362	37.4%	3,060,362	0.0%	3,442,899	12.5%	2,475,576	-28.1%	2,660,668	7.5%	2,669,000	0.3%
12	Support	2,707,487	3,478,053	28.5%	3,478,053	0.0%	3,664,773	5.4%	4,487,553	22.5%	4,533,407	1.0%	4,547,000	0.3%
13	Water Conservation	581,806	1,251,653	115.1%	1,251,653	0.0%	1,307,452	4.5%	1,130,667	-13.5%	1,146,630	1.4%	1,158,000	1.0%
14	Debt Service	2,427,487	3,839,300	58.2%	3,839,300	0.0%	5,971,760	55.5%	5,238,487	-12.3%	4,604,913	-12.1%	4,611,000	0.1%
15	Transfer Out - Capital Fund	5,000,000	3,365,400	-32.7%	3,365,400	0.0%	3,055,000	-9.2%	5,830,000	90.8%	6,330,000	8.6%	6,330,000	0.0%
16	Transfer Out - Energy & Others	43,449	51,180	17.8%	51,180	0.0%	53,510	4.6%	36,414	-31.9%	4,084	-88.8%	4,000	-2.1%
	EXPENDITURE TOTAL	**22,884,558**	**26,829,916**	17.2%	**26,884,916**	0.2%	**29,499,709**	9.7%	**30,833,833**	4.5%	**31,022,733**	0.6%	**31,131,000**	0.3%
	Operations Net (Loss)	410,573	2,947,259		2,892,259		1,077,466		42,936		24,767		87,500	
17	**ENDING BALANCE**				**10,647,859**	**45.4%**	**11,725,325**	**44.4%**	**11,768,261**	**47.1%**	**11,793,028**	**47.8%**	**11,880,528**	**47.9%**

	FUND 502 - CAPITAL PROJECTS	FY 2024-25 ACTUAL	FY 2025-26 AMENDED		FY 2025-26 MID-YEAR		FY 2026-27 PROGRAMMED		FY 2027-28 PROJECTED		FY2028-29 PROJECTED		FY2029-30 PROJECTED	
	BEGINNING BALANCE				**$ 12,672,785**		**$ 9,617,274**		**$ 7,205,594**		**$ 464,079**		**$ 677,929**	
REVENUE														
18	Transfer In - Operating Fund	5,000,000	3,365,400	-32.7%	3,365,400	0.0%	3,055,000	-9.2%	5,830,000	90.8%	6,330,000	8.6%	6,330,000	0.0%
19	Development Fees/Other	270,836	274,000	1.2%	274,000	0.0%	274,000	0.0%	267,300	-2.4%	270,000	1.0%	271,000	0.4%
20	Infrastructure Revenue Bond	-	15,000,000	0.0%	15,000,000	0.0%	-	-100.0%	-	0%	-	0%	-	0%
	REVENUE TOTAL	**5,270,836**	**18,639,400**	0.0%	**18,639,400**	0.0%	**3,329,000**	-82.1%	**6,097,300**	83.2%	**6,600,000**	8.2%	**6,601,000**	0.0%
EXPENDITURES														
21	Capital Projects	1,770,511	21,694,911	1125.3%	21,694,911	0.0%	5,740,681	-73.5%	12,838,815	123.6%	6,386,150	-50.3%	5,831,110	-8.7%
	EXPENDITURE TOTAL	**1,770,511**	**21,694,911**	1125.3%	**21,694,911**	0.0%	**5,740,681**	-73.5%	**12,838,815**	123.6%	**6,386,150**	-50.3%	**5,831,110**	-8.7%
	Capital Projects Net (Loss)	3,500,325	(3,055,511)		(3,055,511)		(2,411,681)		(6,741,515)		213,850		769,890	
22	**ENDING BALANCE**				**$ 9,617,274**		**$ 7,205,594**		**$ 464,079**		**$ 677,929**		**$ 1,447,819**	

NOTES:

1,2 Rate Study Adopted December 2023 according to Infrastructure Assessment
3 Sales to other companies, depends on the water demand from other water compan
4 Primarily interest earnings, forecasted conservatively due to uncertain interest rate environment
7 Actuals show maintenance and operations savings. FY25 and beyond assume consistent budget, any actual savings may become available for the Capital Projects Fun
10 Water Customer Service shows re-alignment of personnel costs between FY24 and FY25
11 Includes Vehicle Fund allocation of direct charge for vehicle purchases and indirect charges for maintenance and repairs
12 Cost of water personnel, water assessments, cost of water conservation grant programs and costs related to the divisions supporting the water fund (i.e Finance, Human Resources, etc.
14 Debt Service includes the 2012 CSCDA Water Revenue Bonds, 2016 Water Revenue Bonds, 2019 Pension Obligation Bonds, and assumptions for new infrastructure bond issuance
15,18 Amount based on Water Fund Reserves Policy where the Water Operations Working Capital and Catastrophic Reserve (adopted by Resolution No. 2010-49) shall be in an amount equal to the cost to fund operations for a six-month period in the event of a catastrophic event and remaining amounts are transferred from the Water Operations to the Water Capital Projects Fund.
16 Transfers for Citywide Energy Efficiency Project debt service & to LMD's to supplement zones
17 Water Fund Reserves Policy (adopted by Resolution No. 2010-49) equal to the cost to fund operations for a six-month period
19 Primarily interest earnings, forecasted conservatively due to uncertain interest rate environment
20 Revenue Bond Issuance $15 million to fund CIP. The City is monitoring the economy and issuance conditions. Issuance may occur during FY2

MID-YEAR BUDGET REVIEW
FISCAL YEAR 2025-2026

FINANCE DEPARTMENT
CITY COUNCIL MEETING
FEBRUARY 24, 2026
KYLE JOHNSON, FINANCE DIRECTOR



MID-YEAR REVIEW PROCESS

The Mid-Year Review process includes review and analysis by all City Departments and is part of managing a dynamic City. Financial planning/forecasting is done with the best available information at the time, however, the economy, elections, shopping trends, and legislation can change our planning assumptions quickly.

The review resulted in common Mid-Year budget adjustment scenarios summarized below.

- Some revenue trends exceed or will not meet the budget.
- Revenues have been received but there was no budget (typically grant funding).
- Expenditure increases requested due to identified needs subsequent to budget adoption.
- Expenditure decreases due to changes in activity (often related to reduction in revenue).

GENERAL FUND & MEASURE E/Z SUMMARY

FUND	ESTIMATED BEGINNING BALANCE 07/01/2025	FY 2026 AMENDED BUDGET REVENUES	FY 2026 MID-YEAR ADJUSTMENT REVENUES	FY 2026 AMENDED BUDGET EXPENDITURES	FY 2026 MID-YEAR ADJUSTMENT EXPENDITURES	ESTIMATED ENDING BALANCE 06/30/2026
GENERAL FUND	17,992,731	46,199,930	(2,521,620)	45,491,332	(2,302,290)	18,481,999
MEASURES E/Z	-	11,507,000	-	9,943,250	-	1,563,750
TOTAL	**17,992,731**	**57,706,930**	**(2,521,620)**	**55,434,582**	**(2,302,290)**	**20,045,749**

REVENUE ADJUSTMENTS:

- NON-DEPARTMENTAL: $2,646,620 DECREASE IN TRANSFERS IN FROM MEASURES E/Z. UPDATE TO REPORT PROGRAMS DIRECTLY IN MEASURES E/Z.
- POLICE: $35,000 INCREASE IN SPECIAL POLICE SERVICES FOR NEIGHBORHOOD FLOCK CAMERAS.
- COMMUNITY DEVELOPMENT: $75,000 INCREASE IN BUILDING PLAN CHECKING REVENUE BASED ON TREND.

EXPENDITURE ADJUSTMENTS:

- MULTIPLE DEPARTMENTS: $2,646,620 DECREASE FOR UPDATE IN REPORTING PROGRAMS DIRECTLY FUNDED BY MEASURES E/Z.
- POLICE: $85,300 INCREASE FOR INCREASE IN AMOUNT AND COST OF MANDATORY OFFICER TRAINING AND INVESTIGATION TOOLS.
- COMMUNITY DEVELOPMENT: $75,000 INCREASE FOR BUILDING PLAN CHECKING/INSPECTIONS CONTRACT SERVICES.
- PUBLIC WORKS: $104,530 INCREASE PRIMARILY RELATED TO PARKS, TREES & LANDSCAPE COSTS.

OVERALL, WITH THE ADJUSTMENTS, THE GENERAL FUND IS BALANCED AND THE CITY MEETS THE RESERVE POLICY REQUIREMENTS.

Glendora

FY 2024-25 MID-YEAR REVIEW AND

THE APPROACHING FY2025 – 2027 TWO-YEAR BUDGET

- Impacts of severe weather events and the reacting insurance landscape.
- Unknown of shifting federal policies related to funding for City infrastructure projects.
- Community support is needed for City facility improvements.
- Critical opportunity to further address homelessness through the development of housing and supportive services in Glendora.
- Continue with aggressive capital improvements throughout the City.
- Significant private investment will continue throughout the City.
- City employee negotiations will commence as current contracts expire over the next year.

GENERAL FUND MULTI-YEAR FINANCIAL FORECAST

		FY 2024-25 ACTUAL	FY 2025-26 AMENDED		FY 2025-26 MID-YEAR		FY 2026-27 PROGRAMMED		FY 2027-28 ESTIMATE		FY 2028-29 ESTIMATE		FY 2029-30 ESTIMATE	
1	**BEGINNING BALANCE**				**17,992,731**		**18,481,999**		**18,671,407**		**18,714,330**		**18,997,498**	
REVENUE														
2	Property Taxes	$ 17,809,683	$ 18,628,000	4.6%	$ 18,628,000	0.0%	$ 19,617,500	5.3%	20,007,500	2.0%	20,808,000	4.0%	21,640,000	4.0%
3	Sales Tax	11,252,922	11,300,000	0.4%	11,300,000	0.0%	11,600,000	2.7%	11,720,000	1.0%	11,896,000	1.5%	12,009,000	0.9%
4	Other Taxes	4,157,416	3,926,290	-5.6%	3,926,290	0.0%	3,941,290	0.4%	3,941,000	0.0%	3,941,000	0.0%	3,941,000	0.0%
5	Licenses & Permits	1,564,426	1,417,380	-9.4%	1,417,380	0.0%	1,417,380	0.0%	1,432,000	1.0%	1,446,000	1.0%	1,460,000	1.0%
6	Fines & Forfeitures	424,157	355,000	-16.3%	355,000	0.0%	355,000	0.0%	355,000	0.0%	355,000	0.0%	355,000	0.0%
7	Rents & Interest	2,514,019	2,022,570	-19.5%	2,022,570	0.0%	2,037,570	0.7%	2,048,000	0.5%	2,052,000	0.2%	2,058,000	0.3%
8	Plan, Bldg & Eng	1,428,692	1,501,300	5.1%	1,576,300	5.0%	1,576,300	0.0%	1,624,000	3.0%	1,673,000	3.0%	1,723,000	3.0%
9	Admin, Recreation & Library	1,140,486	995,440	-12.7%	1,010,440	1.5%	1,010,230	0.0%	1,010,000	0.0%	1,010,000	0.0%	1,010,000	0.0%
10	Miscellaneous	1,211,140	392,700	-67.6%	427,700	8.9%	402,700	-5.8%	403,000	0.1%	403,000	0.0%	403,000	0.0%
11	Transfers In-Measures E/Z	3,062,362	5,661,250	84.9%	3,014,630	-46.7%	3,498,387	16.0%	3,415,000	-2.4%	3,617,000	5.9%	3,268,561	-9.6%
	REVENUE TOTAL	**44,565,304**	**46,199,930**	**3.7%**	**43,678,310**	**-5.5%**	**45,456,357**	**4.1%**	**45,955,500**	**1.1%**	**47,201,000**	**2.7%**	**47,867,561**	**1.4%**
EXPENDITURES														
12	Salaries	18,583,759	17,845,314	-4.0%	16,756,659	-6.1%	18,118,926	8.1%	18,662,000	3.0%	19,222,000	3.0%	19,799,000	3.0%
13	Retirement	2,599,566	3,045,336	17.1%	2,861,278	-6.0%	3,283,544	14.8%	3,382,000	3.0%	3,683,000	8.9%	3,867,000	5.0%
14	Other Benefits	3,574,840	4,151,760	16.1%	3,908,934	-5.8%	3,948,593	1.0%	3,988,000	1.0%	4,028,000	1.0%	4,048,000	0.5%
15	Operations & Maintenance	8,867,819	9,823,952	10.8%	9,036,701	-8.0%	8,955,540	-0.9%	9,000,000	0.5%	9,045,000	0.5%	9,090,000	0.5%
16	Allocation - Internal Svc	5,735,215	5,517,338	-3.8%	5,517,338	0.0%	5,758,975	4.4%	5,759,000	0.0%	5,759,000	0.0%	5,759,000	0.0%
17	Allocation - Insurance	2,043,522	2,046,812	0.2%	2,046,812	0.0%	2,060,917	0.7%	2,061,000	0.0%	2,061,000	0.0%	2,061,000	0.0%
18	Elections	134,777	11,400	-91.5%	11,900	4.4%	90,900	663.9%	8,000	-91.2%	130,500	1531.3%	8,000	-93.9%
19	Transfers Out-POB	2,948,175	2,953,460	100.0%	2,953,460	0.0%	2,950,355	-0.1%	2,953,377	0.1%	2,954,332	0.0%	2,960,000	0.2%
20	Transfers Out-Other	77,632	95,960	23.6%	95,960	0.0%	99,200	3.4%	99,200	0.0%	35,000	-64.7%	35,000	0.0%
	EXPENDITURE TOTAL	**44,565,304**	**45,491,332**	**2.1%**	**43,189,042**	**-5.1%**	**45,266,949**	**4.8%**	**45,912,577**	**1.4%**	**46,917,832**	**2.2%**	**47,627,000**	**1.5%**
21	**Net (Loss)**	**-**	**708,598**		**489,268**		**189,408**		**42,923**		**283,168**		**240,561**	
22	**Ending Balance**				**18,481,999**	**40.7%**	**18,671,407**	**43.3%**	**18,714,330**	**41.5%**	**18,997,498**	**41.5%**	**19,238,059**	**41.1%**

MEASURE E/Z MULTI-YEAR FINANCIAL FORECAST

		FY 2024-25 ACTUAL	FY 2025-26 AMENDED		FY 2025-26 MID-YEAR		FY 2026-27 PROGRAMMED		FY2027-28 ESTIMATE		FY2028-29 ESTIMATE		FY2029-30 ESTIMATE	
1	**BEGINNING BALANCE**				-		1,563,750		2,344,335		2,715,335		2,913,335	
REVENUE														
2	Transactions & Use Tax (E)	$ 8,400,399	$ 8,700,000	3.6%	$ 8,700,000	0.0%	$ 8,730,000	0.3%	$ 8,770,000	0.5%	$ 8,800,000	0.3%	$ 8,830,000	0.3%
3	Transactions & Use Tax (Z)	672,641	2,700,000	0.0%	$ 2,700,000	0.0%	2,710,000	0.4%	2,720,000	0.4%	2,730,000	0.4%	2,740,000	0.4%
4	Interest	171,995	107,000	-37.8%	107,000	0.0%	107,000	0.0%	108,000	0.9%	109,000	0.9%	110,000	0.9%
	REVENUE TOTAL	**$ 9,245,035**	**$ 11,507,000**	**24.5%**	**$ 11,507,000**	**0.0%**	**$11,547,000**	**0.3%**	**$11,598,000**	**0.4%**	**$ 11,639,000**	**0.4%**	**$ 11,680,000**	**0.4%**
EXPENDITURES														
5	Salaries	1,518,664	1,712,135	12.7%	2,815,580	64.4%	3,098,957	10.1%	3,502,135	13.0%	3,607,000	3.0%	3,715,000	3.0%
6	Retirement	168,947	308,396	82.5%	492,454	59.7%	611,546	24.2%	709,507	16.0%	731,000	3.0%	753,000	3.0%
7	Other Benefits	309,877	386,941	24.9%	629,767	62.8%	690,868	9.7%	787,358	14.0%	811,000	3.0%	835,000	3.0%
8	Operations & Maintenance	28,003	490,900	1653.0%	1,607,191	227.4%	1,712,976	6.6%	1,764,000	3.0%	1,817,000	3.0%	2,082,171	14.6%
9	Transfers Out-GF	2,642,240	5,661,250	114.3%	3,014,630	-46.7%	3,494,825	15.9%	3,365,000	-3.7%	3,587,000	6.6%	3,238,561	-9.7%
10	Transfers Out-GUSD	-	294,500	0.0%	294,500	0.0%	282,600	-4.0%	230,000	-18.6%	220,000	-4.3%	220,000	0.0%
11	Transfers Out-POB	376,085	370,955	-1.4%	370,955	0.0%	371,865	0.2%	367,175	-1.3%	366,425	-0.2%	360,000	-1.8%
12	Transfers Out-CIP	2,100,609	518,173	-75.3%	518,173	0.0%	252,778	-51.2%	251,825	-0.4%	151,575	-39.8%	159,317	5.1%
13	Transfers Out-Pension Fund	1,260,365	120,000	-90.5%	120,000	0.0%	150,000	25.0%	150,000	0.0%	90,000	-40.0%	90,000	0.0%
14	Transfers Out-OPEB 115 Trust	420,122	40,000	-90.5%	40,000	0.0%	50,000	25.0%	50,000	0.0%	30,000	-40.0%	30,000	0.0%
15	Transfers Out-Internal Svc	420,122	40,000	-90.5%	40,000	0.0%	50,000	25.0%	50,000	0.0%	30,000	-40.0%	30,000	0.0%
	EXPENDITURE TOTAL	**$ 9,245,035**	**$ 9,943,250**	**7.6%**	**$ 9,943,250**	**0.0%**	**$10,766,415**	**8.3%**	**$11,227,000**	**4.3%**	**$ 11,441,000**	**1.9%**	**$ 11,513,049**	**0.6%**
16	**Net (Loss)**	**-**	**1,563,750**		**1,563,750**		**780,585**		**371,000**		**198,000**		**166,951**	
17	**ENDING BALANCE**				**$ 1,563,750**		**$ 2,344,335**		**$ 2,715,335**		**$ 2,913,335**		**$ 3,080,286**	

OTHER FUNDS –SUMMARY

FUND	ESTIMATED BEGINNING BALANCE 07/01/2025	FY 2026 AMENDED BUDGET REVENUES	FY 2026 MID-YEAR ADJUSTMENT REVENUES	FY 2026 AMENDED BUDGET EXPENDITURES	FY 2026 MID-YEAR ADJUSTMENT EXPENDITURES	ESTIMATED ENDING BALANCE 06/30/2026
SPECIAL REVENUE FUNDS	**12,829,240**	16,641,187	70,660	16,997,682	81,610	**13,361,208**
CAPITAL PROJECTS FUND	**4,715,772**	518,173	-	3,346,794	100,000	**1,797,151**
DEBT SERVICE FUNDS	**52,600**	3,492,905	-	3,492,905	-	**52,600**
ENTERPRISE FUNDS	**20,428,385**	48,416,575	-	48,524,827	55,000	**20,265,133**
INTERNAL SERVICES FUNDS	**6,981,957**	11,296,121	105,000	12,256,130	275,000	**5,851,947**
SUCCESOR AGENCY FUNDS	**243,495**	2,917,640	-	2,862,565	-	**298,570**
TOTAL OTHER FUNDS	**45,251,449**	**83,282,601**	**175,660**	**87,480,903**	**511,610**	**40,717,196**

OTHER FUNDS –SUMMARY

REVENUE ADJUSTMENTS:

- SPECIAL REVENUE FUNDS
  - **MATCH GRANT AWARDS- POLICE, FRIENDS FOUNDATION.**

EXPENDITURE ADJUSTMENTS:

- SPECIAL REVENUE FUNDS
  - **MATCH GRANT AWARDS- POLICE, FRIENDS FOUNDATION.**

- CAPITAL PROJECTS FUNDS
  - **GOLD/A LINE CONSULTANT SERVICES WITH JMDIAZ, INC.**

- ENTERPRISE FUNDS
  - **OPERATIONAL INCREASES REPAIRS/REPLACEMENT OF AMI BAS STATION.**
  - **CIP: NO ADJUSTMENTS REQUESTED WITH MID-YEAR.**

- INTERNAL SERVICES FUNDS
  - **INFORMATION TECHNOLOGY: INCREASES FOR INCREASE PHONE/CELLPHONE COSTS, SOFTWARE SUBSCRIPTIONS, EQUIPMENT REPLACEMENT.**
  - **VEHICLE REPLACEMENT FUND: REPAIRS FOR 1 WATER DIVISION VACTOR TRUCK .**

Glendora

WATER FUND MULTI-YEAR FINANCIAL FORECAST

	FUND 501 - OPERATIONS	FY 2024-25 ACTUAL	FY 2025-26 AMENDED		FY 2025-26 MID-YEAR		FY 2026-27 PROGRAMMED		FY 2027-28 PROJECTED		FY2028-29 PROJECTED		FY2029-30 PROJECTED	
	BEGINNING BALANCE				**$ 7,755,600**		**$ 10,647,859**		**$ 11,725,325**		**$ 11,768,261**		**$ 11,793,028**	
REVENUE														
1	Meter Connection	8,959,098	10,970,000	22.4%	10,970,000	0.0%	11,300,000	3.0%	11,413,000	1.0%	11,470,000	0.5%	11,527,000	0.5%
2	Consumption	9,455,328	15,500,000	63.9%	14,500,000	-6.5%	14,900,000	2.8%	15,049,000	1.0%	15,124,000	0.5%	15,200,000	0.5%
3	Elevation	3,909,887	2,600,000	-33.5%	3,600,000	38.5%	3,670,000	1.9%	3,706,700	1.0%	3,744,000	1.0%	3,781,000	1.0%
4	Other Water Service Charges	440,583	316,675	-28.1%	316,675	0.0%	316,675	0.0%	316,675	0.0%	317,000	0.1%	317,000	0.0%
5	Sales to Other Water Co	63,704	92,500	45.2%	92,500	0.0%	92,500	0.0%	92,500	0.0%	92,500	0.0%	92,500	0.0%
6	Misc Revenues/Interest	466,531	298,000	-36.1%	298,000	0.0%	298,000	0.0%	298,894	0.3%	300,000	0.4%	301,000	0.3%
	REVENUE TOTAL	**23,295,131**	**29,777,175**	27.8%	**29,777,175**	0.0%	**30,577,175**	2.7%	**30,876,769**	1.0%	**31,047,500**	0.6%	**31,218,500**	0.6%
EXPENDITURES														
7	Production	4,019,352	5,211,165	29.7%	5,211,165	0.0%	5,270,823	1.1%	5,323,532	1.0%	5,376,767	1.0%	5,404,000	0.5%
8	Transmission/Distribution	3,233,034	3,959,940	22.5%	3,959,940	0.0%	4,095,428	3.4%	3,784,599	-7.6%	3,828,969	1.2%	3,867,000	1.0%
9	Elevation (Pumping Expenses)	1,459,511	1,837,500	25.9%	1,837,500	0.0%	1,837,500	0.0%	1,837,500	0.0%	1,837,500	0.0%	1,838,000	0.0%
10	Water Customer Service	1,185,437	775,363	-34.6%	830,363	7.1%	800,564	-3.6%	689,505	-13.9%	699,795	1.5%	703,000	0.5%
11	Water Administration	2,226,996	3,060,362	37.4%	3,060,362	0.0%	3,442,899	12.5%	2,475,576	-28.1%	2,660,668	7.5%	2,669,000	0.3%
12	Support	2,707,487	3,478,053	28.5%	3,478,053	0.0%	3,664,773	5.4%	4,487,553	22.5%	4,533,407	1.0%	4,547,000	0.3%
13	Water Conservation	581,806	1,251,653	115.1%	1,251,653	0.0%	1,307,452	4.5%	1,130,667	-13.5%	1,146,630	1.4%	1,158,000	1.0%
14	Debt Service	2,427,487	3,839,300	58.2%	3,839,300	0.0%	5,971,760	55.5%	5,238,487	-12.3%	4,604,913	-12.1%	4,611,000	0.1%
15	Transfer Out - Capital Fund	5,000,000	3,365,400	-32.7%	3,365,400	0.0%	3,055,000	-9.2%	5,830,000	90.8%	6,330,000	8.6%	6,330,000	0.0%
16	Transfer Out - Energy & Others	43,449	51,180	17.8%	51,180	0.0%	53,510	4.6%	36,414	-31.9%	4,084	-88.8%	4,000	-2.1%
	EXPENDITURE TOTAL	**22,884,558**	**26,829,916**	17.2%	**26,884,916**	0.2%	**29,499,709**	9.7%	**30,833,833**	4.5%	**31,022,733**	0.6%	**31,131,000**	0.3%
	Operations Net (Loss)	410,573	2,947,259		2,892,259		1,077,466		42,936		24,767		87,500	
17	**ENDING BALANCE**				**10,647,859**	**45.4%**	**11,725,325**	**44.4%**	**11,768,261**	**47.1%**	**11,793,028**	**47.8%**	**11,880,528**	**47.9%**

	FUND 502 - CAPITAL PROJECTS	FY 2024-25 ACTUAL	FY 2025-26 AMENDED		FY 2025-26 MID-YEAR		FY 2026-27 PROGRAMMED		FY 2027-28 PROJECTED		FY2028-29 PROJECTED		FY2029-30 PROJECTED	
	BEGINNING BALANCE				**$ 12,672,785**		**$ 9,617,274**		**$ 7,205,594**		**$ 464,079**		**$ 677,929**	
REVENUE														
18	Transfer In - Operating Fund	5,000,000	3,365,400	-32.7%	3,365,400	0.0%	3,055,000	-9.2%	5,830,000	90.8%	6,330,000	8.6%	6,330,000	0.0%
19	Development Fees/Other	270,836	274,000	1.2%	274,000	0.0%	274,000	0.0%	267,300	-2.4%	270,000	1.0%	271,000	0.4%
20	Infrastructure Revenue Bond	-	15,000,000	0.0%	15,000,000	0.0%	-	-100.0%	-	0%	-	0%	-	0%
	REVENUE TOTAL	**5,270,836**	**18,639,400**	0.0%	**18,639,400**	0.0%	**3,329,000**	-82.1%	**6,097,300**	83.2%	**6,600,000**	8.2%	**6,601,000**	0.0%
EXPENDITURES														
21	Capital Projects	1,770,511	21,694,911	1125.3%	21,694,911	0.0%	5,740,681	-73.5%	12,838,815	123.6%	6,386,150	-50.3%	5,831,110	-8.7%
	EXPENDITURE TOTAL	**1,770,511**	**21,694,911**	1125.3%	**21,694,911**	0.0%	**5,740,681**	-73.5%	**12,838,815**	123.6%	**6,386,150**	-50.3%	**5,831,110**	-8.7%
	Capital Projects Net (Loss)	3,500,325	(3,055,511)		(3,055,511)		(2,411,681)		(6,741,515)		213,850		769,890	
22	**ENDING BALANCE**				**$ 9,617,274**		**$ 7,205,594**		**$ 464,079**		**$ 677,929**		**$ 1,447,819**	

STAFFING CHANGES

NO STAFFING CHANGES REQUESTED WITH MID-YEAR.

RECOMMENDATIONS

THAT THE CITY COUNCIL:

1. ADOPT A JOINT RESOLUTION ENTITLED, “RESOLUTION OF THE CITY COUNCIL, SUCCESSOR AGENCY AND HOUSING AUTHORITY AMENDING THE FY 2025-26 FISCAL BUDGET PER THE MID-YEAR REVIEW RECOMMENDATIONS.”

STAFF REPORT

TO:	**Mayor and Council Members**	**DATE:**	**February 24, 2026**
FROM:	**City Manager**	**DISTRICT(S):**	**Citywide**
SUBJECT:	**Use of One-Time Funds**		

RECOMMENDATION
That the City Council:

1. Receive an overview on one-time funding opportunities; and
2. Provide direction, as needed.

STRATEGIC FOCUS AREAS
Goal 3 - New + Revitalized Facilities
Goal 4 - Sustainable Infrastructure

EXECUTIVE SUMMARY
Over the past decade, Glendora restored its financial stability by addressing a $3–$4 million structural deficit through voter-approved sales tax measures, pension restructuring, and stronger reserve and capital funding policies. These reforms earned the City a AAA bond rating and enabled targeted investments in infrastructure, public safety, and homelessness response aligned with community priorities. With the recent passage of Measure Z and a continued focus on long-term planning, the City remains committed to fiscal discipline while carefully balancing limited resources against ongoing service and infrastructure needs.

At the January 13, 2026, staff committed to returning to the City Council with a broader conversation regarding one-time uses of available resources during or after the mid-year budget update. This discussion will outline existing one-time funds, document how the City has prepared for future fiscal challenges, and provide examples of how those funds could be utilized. For the past seven years, the City Council has supported a transparent, policy driven dialogue that reflects the City Council's continued commitment to thoughtful decision making and its ongoing work alongside staff to strengthen Glendora's financial foundation, address decades of differed maintenance, and improve the community for years to come.

LEGISLATIVE HISTORY / PREVIOUS ACTIONS
At the January 13, 2026, staff committed to returning to the City Council with a broader conversation regarding one-time uses of available resources during or after the mid-year budget update.

On February 24, 2026, the City Council received the FY 2025-2026, mid-year budget update (same meeting this this agenda item).

DISCUSSION

During the city facility and infrastructure discussion on January 13, 2026, staff committed to returning to the City Council with a broader conversation regarding one-time uses of available resources in concert with the mid-year budget update. This discussion will outline existing one-time funds, provide context on how the City has prepared for future fiscal challenges, and provide examples of how those funds could be utilized. These examples, will represent policy decisions/direction of the City Council.

For the better part of a decade, the City of Glendora has undertaken a deliberate and disciplined transformation of its fiscal policies, allowing the City to confront long-standing challenges, while positioning the organization for long-term stability. In fiscal years 2017-18 and 2018-19, the City projected General Fund deficits exceeding $1 million annually. As leadership transitioned and deeper analysis was conducted, it became clear that the structural imbalance was far more significant, at closer to $3–$4 million per year. Recognizing the seriousness of the situation, the City had already convened a citizen advisory committee to evaluate paths to financial sustainability, including land sales, operational efficiencies, service reductions, outsourcing and potential revenue enhancements.

The committee ultimately recommended that the City Council place a local sales tax measure on the ballot. While the typical local measure is 1.0%, Los Angeles County's Measure H had already claimed 0.25%, limiting the City's available rate. In 2019, the City Council placed Measure E, a 0.75% sales tax, before the voters, and the measure was approved. Concurrently, the City issued a Pension Obligation Bond (POB), generating annual savings of more than $1 million and significantly improving long-term pension cost predictability.

With the passage of Measure E and the issuance of the POB, the City Council directed staff to modernize Glendora's fiscal framework. Updated fiscal policies were adopted that aligned with the City's strategic plan and reflected a commitment to weathering an uncertain economic future. These changes included strengthening the General Fund Reserve, establishing a discretionary capital projects fund/reserve, shoring up internal service funds (e.g. Fleet, Technology, etc.) and intentionally setting aside resources for future pension obligations. Together, these policies represented foundational change by acknowledging both the scale of past under-investment and the need for sustained discipline in future years to address infrastructure demands, service expectations, and the uncertain fiscal landscape in California. These foundational changes would allow the City time to make significant policy decisions during recessions without immediate impacts to services, and the possibility to address certain facility needs during emergencies.

The results of this fiscal stewardship have been significant. Glendora earned an AAA bond rating for its General Fund, an achievement shared by fewer than 20 cities statewide, validating the City Council's long-term approach to financial governance. In the years that followed, the City continued its stewardship of taxpayer money. The City made significant investments in technology and modernized its operations, eliminating duplicative functions, restructuring departments to better serve the public, and expanding strategic use of the private sector in hard to recruit service areas. At the same time, the City undertook comprehensive assessments of its infrastructure systems, including water, parks/trails, trees, streets, facilities, and technology (infrastructure studies).

Guided by the principle that "what gets funded gets done," the City has relied on scientifically valid community surveys, foundational infrastructure studies, and City Council direction to shape multi-year strategic plans. These plans are directly integrated into the annual budget and departmental work programs, ensuring alignment between community priorities, fiscal decisions, and staff efforts. The outcomes have been measurable and, in many respects, historic. For the first time in decades, overall street conditions improved from one decade to the next, albeit minimal. Chronic vacancy challenges have been mitigated, with targeted investments in public safety, recreation and human services, public works, and water—each directly tied to community quality of life and safety concerns.

Nowhere is this philosophy more evident than in the City's recent investments in public safety and homelessness response. Community feedback consistently identified emergency responsiveness, neighborhood safety, and visible homelessness impacts as top priorities. In response, the City Council made intentional, ongoing investments in people and systems. These investments include additional sworn police officers, added dispatch personnel to improve response times, enhanced emergency operations and preparedness capacity, and the creation and expansion of a Community Impact Team focused on proactive engagement and community problem solving. The City has also increased funding for service providers and regional partnerships to address homelessness through outreach, case management, and supportive services, enforcement, and clean-up. Together, these investments reflect a shift from reactive responses to a more coordinated, data informed, and professional approach aligned with community expectations.

Despite this progress, significant challenges remain. The impacts of homelessness, increasing state mandates, loss of local control, insurance, and the absence of a permanent funding source for capital improvements continue to place pressure on City finances. While Glendora has made generational investments in infrastructure over the past five to seven years, decades of under-investment cannot be reversed overnight. These efforts have been strengthened by the successful pursuit of tens of millions of dollars in grants and state and federal appropriations, supporting projects ranging from parks and first/last-mile improvements to school site traffic safety and signalized intersections.

Recognizing the importance of keeping local dollars local, the City Council placed Measure Z on the November 2024 ballot, a 0.25% sales tax measure designed to preserve local revenue capacity and offset prior countywide tax measures. Glendorans understood and supported this need, with affirmative election results materially above those of Measure E. Measure Z reflects the City Council's continued commitment to fiscal sustainability and local control, by keeping funds local and ensuring that Glendora remains positioned to fund essential services and community priorities in an increasingly constrained fiscal environment.

That same forward looking mindset is reflected in the City's current Strategic Plan, adopted in early 2025. The plan continues to direct staff to actively pursue additional and diversified revenue opportunities, including potential development in the South Hills area, strategic economic development investments, and redevelopment opportunities at underutilized sites owned by other governmental agencies and the City itself. Many of these actions were originally recommended to the City Council during the citizen committee meetings in 2018 and 2019. These efforts underscore the ongoing work of the City Council and staff to responsibly grow the City's revenue base while remaining consistent with the City Council's other long-term planning goals.

Due to the City's fiscal reforms, the City has some capacity to consider one-time investments; resources that would not exist without the foundational changes made years earlier. However, these same resources are needed to address competing priorities, including streets, parks, city facilities and long-term financial resilience.

Discretionary One-Time Funding Breakdown

The General Fund, Pension Stabilization Fund, Measures E/Z Fund, GUSD JUA Fund, and Capital Projects Fund are discretionary funding sources for the City. Staff evaluated each fund, taking note of:

- Fund balance/ reserve levels;
- Ability of re-prioritization of capital projects;
- One-time funding from property sales;
- Future development opportunities of other local agencies; and
- Options for strategic use of amounts set aside for pension and other post-employment benefit costs.

Attachment A to this report provides a detailed analysis of one-time funding opportunities. The report is broken down by two-year budget cycle (FY 2025-2027, FY 2027-2029, and FY 2029-2031) and by major category (e.g. fund balance/reserves, reallocation of CIP, property development, pension/OPEB reserves, etc.).

Available Fund Balance/Use of Reserves

Currently, the City has approximately $18.3 million in the General Fund Reserve. The General Fund reserve policy requires a minimum of 30% to maximum of 45% of prior year operational expenditures; currently the City maintains a 40% reserve level. The reserve policy range represents the ability to fund approximately 3 to 6 months of General Fund operations in the absence of any other revenue received. The amount of General Fund reserve in excess of the minimum (30%) is approximately $4.58 million. In addition to the General Fund, the City's has an estimated $2.28 million in fund balance in the Measures E/Z fund that can be used for discretionary purposes. During the FY 2027-2029 and FY 2029-2031 two year budget cycles, staff anticipates additional Measures E/Z fund balance of $569,000 and $260,000 respectively.

The use of General Fund reserves and Measures E/Z fund balance can impact the City's bond rating and operational flexibility during an economic downturn. Without reserves at certain levels, future borrowing costs may be higher and the City may have to look at more immediate/significant service cuts to the community in lieu of targeted use of reserves during major emergencies or economic downturns. Ample reserves allows the City Council time to make targeted, policy oriented service reductions when needed.

Reallocation of CIP

Staff has identified an opportunity for the City Council to reallocate approximately $1.9 million of existing projects to other priorities, if needed. Currently, the City's discretionary capital projects fund has approximately $1 million in projects aimed at the civic center (e.g. Council chamber remodel/expansion, civic center roofing, etc.).

The City and Glendora Unified School District (GUSD) have a long history of partnering on community assets (e.g. middle school parks, high school pool, etc.). GUSD has a current pool renovation project, in which the City has contributed $600,000 to the $4 million dollar project. Additionally, the City Council approved an additional contribution of up to $900,000 that is dependent on the City's financial performance through June 30, 2027.

As the City's civic center project is not underway and the GUSD pool project came in under budget ($5.8 million down to $4 million), funding may be reallocated. The City Council may also want to explore the use of the $900,000 pool project funding, to leverage the recent $1.2 million federal appropriate the City helped GUSD secure for the Sandburg Middle School track and lighting project. The future project area at Sandburg Middle School operates as a City park after 4pm.

Disposition/Sale of City Owned Properties

The sale of the San Jose site provided the City with $3.99 million. The City Council previously allocated $1 million of these proceeds to achieve initiatives in the City's strategic and economic development action plans (8/27/2024), leaving $2.99 million for future use. Additionally, staff anticipates an estimated $2.1 million to be received by June 30, 2027 for the sale of the Dale site. This funding will be dependent upon approval of a development in accordance with the City's standards and actions by the Planning Commission and City Council.

With the sale of San Jose and Dale project sites, staff anticipates a total of approximately $5.1 million available within the next 16 months, with approximately $3 million available now.

Pension/OPEB Reserves

Through the direction and approval of the City Council, staff have set up Section 115 Trusts and Reserves for future pension liabilities, including CalPERS unfunded accrued liability (UAL), future pension obligation bond (POB) payments, and

Below is a summary of the totals included on Attachment A and described above.

One-Time Discretionary Funding By Two-Year Budget Cycle	Totals FY 2025-27	FY 2027-29	FY 2029-31
Available Fund Balance/Reserves	$ 6,860,000	$ 569,000	$ 260,000
Reallocation of CIP	$ 1,900,000	$ -	$ -
Property Sales	$ 5,120,000	$ 4,000,000	$ 4,000,000
Pension Set Aside	$ 13,820,000	$ 240,000	$ 180,000
OPEB Set Aside	$ 4,080,000	$ 80,000	$ 60,000
Grand Totals	**$ 31,780,000**	**$ 4,889,000**	**$ 4,500,000**

Future Policy Considerations

Due to the City's fiscal reforms, over the past seven years the City has created capacity to consider one-time investments; resources that would not exist without the foundational changes made years earlier. However, these same resources are needed to address competing priorities, including streets, parks, city facilities and long-term financial resilience. The City's current strategic plan includes action items to quantify facility needs and identify funding opportunities for streets and city facilities. Below are examples of policy areas the City Council may need to take into consideration when discussing one-time use of discretionary funds:

- Strategic use of one-time funds for street improvements to bridge existing gap of $3-3.5 million to raise PCI from a 63 to a 70 over the next seven years.
- Possible targeted use of one-time funds now, back-filled with future funding opportunities (e.g. sale of property, development of local agency owned property). This policy direction could be used for either streets or city facilities.
- Pay-down of future POB obligations in 2029 to free up $1.5 million in cash flow savings that could be used for another priority (e.g. streets).
- Prioritization of city facility needs (e.g. public works yard, library, roofing needs, etc.).
- Impacts on operational flexibility and services to the community during economic downturns, without ability to use general fund or pension reserves.
- Impacts on future liabilities with more or less funding for street/sidewalk projects.
- Impacts of bond ratings and future borrowing costs with the use of reserves.

The City Council is well versed in the need to utilize one-time funding in the most efficient manner possible. For example, in May 2023, the City Council received a report estimating approximately $8 million in needs, subject to further study (e.g. waterproofing, footings, etc.), for moderate repairs to the Library, including plumbing, electrical, mechanical, and structural upgrades. When a potential grant opportunity requiring a significant City match of up to $4 million was ultimately unavailable, the City Council and Library Board unanimously concluded that committing $8–$10+ million for a repair project with no guarantee of resolving underlying facility issues was not the most prudent course at that time. This decision was not a reflection of the Library's importance, but rather an example of the careful fiscal policy trade-offs required when limited resources must address multiple critical needs. As the City reviews the opportunities and costs for a significant civic center renovation aimed to address decades of issues for future generations of Glendorans, the City Council has continued to evaluate the needs of many infrastructure challenges, including streets, the Library and the City's public works yard - the use of one-time funding will assist with that analysis.

Other Financial Information

This report focuses on the use of one-time discretionary funding sources. In full acknowledgment that governmental or "fund" accounting can be difficult to understand, staff developed two additional attachments to this report. Attachment C covers the City's investment portfolio and Attachment D addresses how the various city funding sources must be used. As always, the goal is to provide information to those who would like to educate themselves on City finances in the most transparent and easy to understand method possible.

FISCAL IMPACT

There is no fiscal impact associated with the recommendations in this report. As City Council direction on the use of one-time funds is provided, staff will evaluate the fiscal impact of each policy decision on the City. Generally, impacts from the use of one-time funding are:

- Limited operational flexibility during future economic downturns (impacts on service delivery);
- Diminished ability to address one-time infrastructure issues;
- Downgrade of bond rating (increased borrowing costs);

ENVIRONMENTAL DETERMINATION

There is no CEQA impacts associated with the recommendations in this report.

Prepared By:	Kyle Johnson, Finance Director/City Treasurer
Concurs With:	Not Applicable
Reviewed By:	Marie Ricci, Deputy City Manager
Certified to Availability of Funds:	Kyle Johnson, Finance Director/City Treasurer
Approved By:	Adam Raymond, City Manager
Legal Review:	Danny Aleshire, City Attorney
CEQA Review:	Not Applicable

Attachments

A_Discretionary_One-time_Funding_FINAL.pdf

B. Presentation.pdf

C_Cash_and_Investment_Pool_Explained_FINAL.pdf

D_Budget_Explained_FINAL.pdf

Anticiapted One-Time Discretionary Funding Opportunities

Attachment A

Category: One-Time Discretionary Funding	101 General Fund			102 Pension			103 Measures E/Z			105 GUSD JUA			301 Capital Projects			Totals		
	FY 2025-27	*FY 2027-29*	*FY 2029-31*	*FY 2025-27*	*FY 2027-29*	*FY 2029-31*	*FY 2025-27*	*FY 2027-29*	*FY 2029-31*	*FY 2025-27*	*FY 2027-29*	*FY 2029-31*	*FY 2025-27*	*FY 2027-29*	*FY 2029-31*	*FY 2025-27*	*FY 2027-29*	*FY 2029-31*
Available Fund Balance/Reserve																$ 6,860,000	$ 569,000	$ 260,000
In Excess of Policy [1]							$ 2,280,000	$ 569,000	$ 260,000									
45%																		
30%	$ 4,580,000																	
Reallocation of CIP																$ 1,900,000	$ -	$ -
Reprioritization of Projects													$ 1,000,000					
GUSD Pool [2]										$ 900,000								
Property Sales																$ 5,120,000	$ 4,000,000	$ 4,000,000
San Jose [3]	$ 2,990,000																	
Dale [4]	$ 2,130,000																	
Other Local Agency Development [5]		$ 4,000,000	$ 4,000,000															
Pension Set Aside																$ 13,820,000	$ 240,000	$ 180,000
Section 115 Trust [6]				$ 6,090,000														
Reserve [7]				$ 7,730,000	$ 240,000	$ 180,000												
OPEB Set Aside																$ 4,080,000	$ 80,000	$ 60,000
Section 115 Trust [6]	$ 2,060,000																	
Reserve [7]	$ 2,020,000	$ 80,000	$ 60,000															
Grand Totals	**$ 13,780,000**	**$ 4,080,000**	**$ 4,060,000**	**$ 13,820,000**	**$ 240,000**	**$ 180,000**	**$ 2,280,000**	**$ 569,000**	**$ 260,000**	**$ 900,000**	**$ -**	**$ -**	**$ 1,000,000**	**$ -**	**$ -**	**$ 31,780,000**	**$ 4,889,000**	**$ 4,500,000**

NOTES

1	The General Fund reserve policy is a minimum of 30% to maximum of 45% of prior year operational expenditures. Total of $4.6 million is the amount in excess of the reserve minimum (30%). The amount in the Measure E/Z fund balance is available in it's entirety ($2.3 million). The City's Reserve Policy provides the City Council time to make decisions in economic downturns or funding loss from the State of California without significant impacts to service delivery to the community. Further this funding provides a stabilization to meet debt requirements, which partially resulted in the City's AAA bond ratings. Per the existing financial policies of the City Council, when General Fund revenues exceed expenditures it allows the City to set aside monies in reserve, future capital projects, stabilization of CalPERS pension/OPEB costs, as well as general liabilities, worker's compensation, fleet maintenance and technology costs. More specifically, when revenues exceed expenditures, the City's financial policies allocated that amount at the following percentages 50% to the Capital Projects Fund, 30% to the PERS Rate Stabilization Fund, 10% to OPEB Section 115 Trust (held in General Fund) and 10% to Internal Service Funds.
2	The City and Glendora Unified School District (GUSD) have a long history of partnering on community assets (e.g. middle school parks, high school pool, etc.). GUSD has a current pool renovation project, in which the CIty has contributed $600,000 to the $3.9 million dollar project. Additionally, the City Council approved an additional contribution of up to $900,000 that is dependent on the City's financial performance through June 30, 2027.
3	The sale of the San Jose site provided the City with $3.99 million. The City Council previously allocated $1 million of these proceeds to achieve initiatives in the City's strategic and economic development action plans (8/27/2024).
4	Staff anticipated an estimated $2.1 million to be received by June 30, 2027 for the sale of the Dale site. This funding will be dependent upon approval of a development in accordance with the City's standards and actions by the Planning Commission and City Council.
5	Amounts represent possible funding received through sale and development of land owned other local agencies over the next five years.
6	These funds are generally restructured and may only be used to pay for CalPERS retirement costs (Pension) or reimburse qualifying retired employees' medical premiums (OPEB). The monies may be accessed by the City to pay for specific liabilities, requiring certification of the expense. Currently, the City's CalPERS unfunded accrued liability (UAL) is $21.7 million, which is anticipated to be reduced to $10.3 million next year with CalPERS better than anticipated asset returns. Additionally, the City has an other post employment benefits (OPEB) liability of approximately $5.6 million. Finally, the City has an outstanding pension obligation bond principal amount of approximately $51 million.
7	These funds are generally restricted. Currently, these funds have been set aside for investment in the Section 115 Trusts as cash on hand/liquidity allows through the City Council Adopted General Fund Reserve Policy. The monies may be accessed immediately by the City until they are invested in the Section 115 Trusts, at which time they may only be used to offset future/current pension liabilities. See note 6 with respect to pension and OPEB liabilities outstanding.

ONE-TIME FUNDING

FISCAL YEAR 2025-2026

CITY MANAGER'S OFFICE / FINANCE DEPARTMENT
CITY COUNCIL MEETING: FEBRUARY 24, 2026
KYLE JOHNSON, FINANCE DIRECTOR
ADAM RAYMOND, CITY MANAGER

EXECUTIVE SUMMARY

- Glendora has restored financial stability over the last seven years
  - Addressed $3–$4M structural deficit
  - Voter-approved Measures E & Z
  - Pension restructuring (POB)
  - Significantly strengthened reserve, liability and capital funding policies
  - Modernized city/departmental operations
  - Earned AAA bond rating

EXECUTIVE SUMMARY

- Results have been significant
  - Generational investments in infrastructure
  - Improved street conditions (PCI upward trend, albeit small), reversing decades of decline
  - Significant investments in public safety, homelessness
  - Reduced chronic vacancies
  - Major investments in technology
  - $50+ million in grant revenues (e.g. Finkbiner stormwater, intersections, first/last mile)

LEGISLATIVE HISTORY

- January 13, 2026 – Staff committed to broader one-time funding discussion
- February 24, 2026 – Mid-Year Budget Update

EXECUTIVE SUMMARY

- Glendora has restored financial stability over the last seven years
  - Addressed $3–$4M structural deficit
  - Voter-approved Measures E & Z
  - Pension restructuring (POB)
  - Strengthened reserves and capital funding policies
  - Earned AAA bond rating

ONE-TIME FUNDING DISCUSSION

Category: One-Time Discretionary Funding	101 General Fund		
	FY 2025-27	FY 2027-29	FY 2029-31
Available Fund Balance/Reserve			
In Excess of Policy [1]			
45%			
30%	$ 4,580,000		
Reallocation of CIP			
Reprioritization of Projects			
GUSD Pool [2]			
Property Sales			
San Jose [3]	$ 2,990,000		
Dale [4]	$ 2,130,000		
Other Local Agency Development [5]		$ 4,000,000	$ 4,000,000
Pension Set Aside			
Section 115 Trust [6]			
Reserve [7]			
OPEB Set Aside			
Section 115 Trust [6]	$ 2,060,000		
Reserve [7]	$ 2,020,000	$ 80,000	$ 60,000
Grand Totals	**$13,780,000**	**$ 4,080,000**	**$ 4,060,000**

Note	Description
1	The General Fund reserve policy is a minimum of 30% to maximum of 45% of prior year operational expenditures. Total of $4.6 million is the amount in excess of the reserve minimum (30%). When revenues exceed expenditures, the City's financial policies allocated that amount at the following percentages 50% to the Capital Projects Fund, 30% to the PERS Rate Stabilization Fund, 10% to OPEB Section 115 Trust (held in General Fund) and 10% to Internal Service Funds.
3	The sale of the San Jose site provided the City with $3.99 million. The City Council previously allocated $1 million of these proceeds to achieve initiatives in the City's strategic and economic development action plans (8/27/2024).
4	Staff anticipated an estimated $2.1 million to be received by June 30, 2027 for the sale of the Dale site. This funding will be dependent upon approval of a development in accordance with the City's standards and actions by the Planning Commission and City Council.
5	Amounts represent possible funding received through sale and development of land owned other local agencies over the next five years.
6	These funds are generally restructured and may only be used to pay for CalPERS retirement costs (Pension) or reimburse qualifying retired employees' medical premiums (OPEB). The monies may be accessed by the City to pay for specific liabilities, requiring certification of the expense. Currently, the City's CalPERS unfunded accrued liability (UAL) is $21.7 million, which is anticipated to be reduced to $10.3 million next year with CalPERS better than anticipated asset returns. Additionally, the City has an other post employment benefits (OPEB) liability of approximately $5.6 million. Finally, the City has an outstanding pension obligation bond principal amount of approximately $51 million.
7	These funds are generally restricted. Currently, these funds have been set aside for investment in the Section 115 Trusts as cash on hand/liquidity allows through the City Council Adopted General Fund Reserve Policy. The monies may be accessed immediately by the City until they are invested in the Section 115 Trusts, at which time they may only be used to offset future/current pension liabilities. See note 6 with respect to pension and OPEB liabilities outstanding.

ONE-TIME FUNDING DISCUSSION

One-Time Discretionary Funding By Two-Year Budget Cycle	102 Pension FY 2025-27	FY 2027-29	FY 2029-31
Available Fund Balance			
In Excess of Policy [1]			
45%			
30%			
Reallocation of CIP			
Reprioritization of Projects			
GUSD Pool [2]			
Property Sales			
San Jose [3]			
Dale [4]			
School Site Development [5]			
Pension Set Aside			
Section 115 Trust [6]	$ 6,090,000		
Reserve [7]	$ 7,730,000	$ 240,000	$ 180,000
OPEB Set Aside			
Section 115 Trust [6]			
Reserve [7]			
Grand Totals	**$ 13,820,000**	**$ 240,000**	**$ 180,000**

Note	Description
6	These funds are generally restructured and may only be used to pay for CalPERS retirement costs (Pension) or reimburse qualifying retired employees' medical premiums (OPEB). The monies may be accessed by the City to pay for specific liabilities, requiring certification of the expense. Currently, the City's CalPERS unfunded accrued liability (UAL) is $21.7 million, which is anticipated to be reduced to $10.3 million next year with CalPERS better than anticipated asset returns. Additionally, the City has an other post employment benefits (OPEB) liability of approximately $5.6 million. Finally, the City has an outstanding pension obligation bond principal amount of approximately $51 million.
7	These funds are generally restricted. Currently, these funds have been set aside for investment in the Section 115 Trusts as cash on hand/liquidity allows through the City Council Adopted General Fund Reserve Policy. The monies may be accessed immediately by the City until they are invested in the Section 115 Trusts, at which time they may only be used to offset future/current pension liabilities. See note 6 with respect to pension and OPEB liabilities outstanding.

ONE-TIME FUNDING DISCUSSION

One-Time Discretionary Funding By Two-Year Budget Cycle	103 Measures E/Z FY 2025-27	FY 2027-29	FY 2029-31
Available Fund Balance			
In Excess of Policy [1]	$ 2,280,000	$ 569,000	$ 260,000
45%			
30%			
Reallocation of CIP			
Reprioritization of Projects			
GUSD Pool [2]			
Property Sales			
San Jose [3]			
Dale [4]			
School Site Development [5]			
Pension Set Aside			
Section 115 Trust [6]			
Reserve [7]			
OPEB Set Aside			
Section 115 Trust [6]			
Reserve [7]			
Grand Totals	**$ 2,280,000**	**$ 569,000**	**$ 260,000**

Note	Description
1	The amount in the Measure E/Z fund balance is available in it's entirety ($2.3 million).

ONE-TIME FUNDING DISCUSSION

One-Time Discretionary Funding By Two-Year Budget Cycle	105 GUSD JUA FY 2025-27	FY 2027-29	FY 2029-31
Available Fund Balance			
In Excess of Policy [1]			
45%			
30%			
Reallocation of CIP			
Reprioritization of Projects			
GUSD Pool [2]	$ 900,000		
Property Sales			
San Jose [3]			
Dale [4]			
School Site Development [5]			
Pension Set Aside			
Section 115 Trust [6]			
Reserve [7]			
OPEB Set Aside			
Section 115 Trust [6]			
Reserve [7]			
Grand Totals	**$ 900,000**	**$ -**	**$ -**

Note	Description
2	The City and Glendora Unified School District (GUSD) have a long history of partnering on community assets (e.g. middle school parks, high school pool, etc.). GUSD has a current pool renovation project, in which the CIty has contributed $600,000 to the $3.9 million dollar project. Additionally, the City Council approved an additional contribution of up to $900,000 that is dependent on the City's financial performance through June 30, 2027.

ONE-TIME FUNDING DISCUSSION

One-Time Discretionary Funding By Two-Year Budget Cycle	301 Capital Projects FY 2025-27	FY 2027-29	FY 2029-31
Available Fund Balance			
In Excess of Policy [1]			
45%			
30%			
Reallocation of CIP			
Reprioritization of Projects	$ 1,000,000		
GUSD Pool [2]			
Property Sales			
San Jose [3]			
Dale [4]			
School Site Development [5]			
Pension Set Aside			
Section 115 Trust [6]			
Reserve [7]			
OPEB Set Aside			
Section 115 Trust [6]			
Reserve [7]			
Grand Totals	**$ 1,000,000**	**$ -**	**$ -**

Notes

Reprioritization of discretionary capital project funding, largely consisting of future civic center projects (e.g. roof replacement, council chamber expansion, etc.).

ONE-TIME FUNDING DISCUSSION

One-Time Discretionary Funding By Two-Year Budget Cycle	Totals FY 2025-27	FY 2027-29	FY 2029-31
Available Fund Balance	$ 6,860,000	$ 569,000	$ 260,000
In Excess of Policy [1]			
45%			
30%			
Reallocation of CIP	$ 1,900,000	$ -	$ -
Reprioritization of Projects			
GUSD Pool [2]			
Property Sales	$ 5,120,000	$ 4,000,000	$ 4,000,000
San Jose [3]			
Dale [4]			
School Site Development [5]			
Pension Set Aside	$ 13,820,000	$ 240,000	$ 180,000
Section 115 Trust [6]			
Reserve [7]			
OPEB Set Aside	$ 4,080,000	$ 80,000	$ 60,000
Section 115 Trust [6]			
Reserve [7]			
Grand Totals	**$ 31,780,000**	**$ 4,889,000**	**$ 4,500,000**

FUTURE POLICY CONSIDERATIONS

- Examples of policy areas the City Council may need to take into consideration when discussing one-time use of discretionary funds:
  - Strategic use of one-time funds for street improvements to bridge existing gap of $3-3.5 million to raise PCI from a 63 to a 70 over the next seven years.
  - Possible targeted use of one-time funds now, backfilled with future funding opportunities (e.g. Sale of property, development of local agency owned property). This policy direction could be used for either streets or city facilities.
  - Pay-down of future POB obligations in 2029 to free up $1.5 million in cash flow savings that could be used for another priority (e.g. Streets).

FUTURE POLICY CONSIDERATIONS

- Examples of policy areas the City Council may need to take into consideration when discussing one-time use of discretionary funds:
  - Prioritization of city facility needs (e.g. public works yard, library, roofing needs, etc.).
  - Impacts on operational flexibility and services to the community during economic downturns, without ability to use general fund or pension reserves.
  - Impacts on future liabilities with more or less funding for street/sidewalk projects.
  - Impacts of bond ratings and future borrowing costs with the use of reserves.

OTHER FINANCIAL INFORMATION

- Government “fund” accounting is difficult to understand
    - Attachment C – Overview of City’s investment portfolio and what funding is for
    - Attachment D – Overview of the various funding sources and what is discretionary and what is not

RECOMMENDATIONS

THAT THE CITY COUNCIL:

1. RECEIVE AN OVERVIEW ON ONE-TIME FUNDING OPPORTUNITIES; AND
2. PROVIDE DIRECTION, AS NEEDED.

Why the City's $125 Million Cash and Investment Balance Isn't a Giant Piggy Bank

Executive Summary

The City of Glendora maintains approximately $125 million in pooled cash and investments. While that number may sound like unrestricted money available for any purpose, the vast majority of those funds are legally restricted, contractually committed, or reserved for specific uses.

Government fund accounting requires that dollars collected for one purpose (such as water, gas tax, grants, or development fees) may only be used for that specific purpose.

In practical terms, the City's cash pool operates like a collection of labeled envelopes rather than a single checking account.

- Most funds already have assigned jobs (infrastructure projects, utility operations, debt payments, grants, and emergency reserves).
- Only a portion of the total represents flexible General Fund resources used for core services like police, public works, development, parks, and libraries.
- Fund accounting can feel unusual and overly complex, but it exists to ensure transparency, legal compliance, fiscal stability, and protection of taxpayer dollars.

It's One Vault, But Many 'Envelopes'

The $125 million is pooled together for investment purposes (*to maximize interest earnings*). Internally, it is divided into separate funds, each with its own legal purpose.

Think of it like having a mortgage account, a college fund, a car repair fund, and a 'don't touch or the auditors (IRS in personal/business world) will appear' fund — all at the same bank. Many dollars are legally restricted:

- Gas tax revenue – Must be used for streets and transportation.
- Water fees – Must be used for water systems.
- Risk management funds – Must be used for future liabilities.
- Grant funds – Must be used exactly as specified by the grant.
- Debt proceeds – Must be used for legally approved projects.

Using these funds for anything else is not just discouraged — it is illegal.

Some Money Is Already Spoken For

- Funds may already be committed to contracts approved by the City Council.
- Capital projects underway have funding set aside.
- Required reserves must be maintained for financial stability.
- Some balances represent liabilities already owed (pensions, invoices, deposits).

Cities Must Maintain Reserves

- Emergencies, natural disasters, and economic downturns happen.
- Maintaining reserves protects the City's credit rating.
- Strong reserves help avoid sudden service cuts or tax increases.

Spending reserves simply because cash exists would be like spending your emergency savings because your checking account looks full. Likewise, a full checkbook does not indicate cash/savings exists or are available to be spent.

Why Fund Accounting Feels So Confusing

- Businesses focus on profit.
- Families can focus on cash flow and savings.
- Governments focus on legal purpose and public accountability.

Instead of one checking account, cities manage dozens of funds that must balance independently. It may feel rigid, but this structure ensures transparency, accountability, and compliance with law.

What Is Actually Flexible?

Only a portion of the total cash pool represents General Fund dollars that can support core services such as:

- Police
- Parks
- Library
- Development
- General City operations

Even those funds must cover ongoing operational costs, not one-time wish lists.

Timing Matters: Revenues and Expenses Don't Arrive Together

Another important piece of the puzzle is timing. The City operates year-round, but revenues do not all arrive evenly throughout the year.

- Property tax revenue is typically received in installments (primarily December and April).
- Sales tax receipts are received monthly but based on prior activity.
- Grant funds are often reimbursed after the City has already spent the money.
- Utility revenues fluctuate based on usage and billing cycles.

This means the City must carefully manage cash flow to ensure bills, payroll, and contract payments are made on time, even when major revenues have not yet arrived.

In many cases, especially with state and federal grants, the City must front the money for a project and then submit documentation to receive reimbursement. So, while a grant may be awarded for a project, the cash almost never arrives before the expenses occur.

Due to these timing differences, maintaining adequate cash balances is critical. The presence of cash in the investment pool does not mean the funds are surplus, it often means the City is responsibly managing timing differences between when money is received and when it must be spent.

Bottom Line

When you hear that the City has $125 million in the bank, it does not mean the City has $125 million available for discretionary spending.

It means the City responsibly manages multiple legally restricted and purpose-driven funds, which have timing challenges with revenues and expenses, in an organized, accountable, and carefully monitored way to protect the community's financial stability.

City of Glendora
Where Does the $125 Million Go?
(And Why We Can't Just Spend It on Whatever We Want)

How Glendora Actually Builds a Budget (Hint: It's Not Guesswork)

Before we talk about funding sources, restrictions, and why we can't repave every street tomorrow, it's important to understand Glendora does not budget one year at a time and hope for the best. Sound financial management requires:

- Multi-year financial planning
- Ongoing financial monitoring
- Frequent financial reporting
- Prompt corrective action when necessary
- Long-term financial health strategies

In other words, we do not steer the City by looking only through the rearview mirror.

Glendora adopts a two-year budget to provide greater certainty for the City Council, departments, employees, and the public regarding ongoing funding and staffing for programs and services.

Even more importantly, we include a Five-Year Financial Projection for:

- The General Fund
- Measures E/Z
- The Water Fund(s)

This allows the City to evaluate the long-term impact of policy decisions during the budget process. If a decision creates structural imbalance three years from now, we see it coming. And ideally, we fix it before it becomes tomorrow's headline.

Layered on top of that are our guiding documents, which include but are not limited to:

- Community Surveys
- City Council Strategic Plans
- Pavement Condition Index (PCI)
- Parks Master Plan
- Water Master Plan

Policy sets direction. Data sets priorities. The budget follows both.

The approximately $125 million annual budget is not a wish list. It is a structured financial response to adopted goals, infrastructure needs, and legal requirements. What gets funded, gets done.

Why We Can't Just Spend $125 Million on Anything We Want
When people hear '$125 million budget,' it can sound like a very large, very flexible piggy bank.

It is not.

The City operates roughly 60 separate funds divided into six major fund types. Think of the budget as one vault filled with dozens of labeled envelopes. Each envelope has a name, a job, and in many cases, a very strict set of rules.

Gas tax must be used for streets. Water fees must stay in water. Grant funds must follow grant rules. Debt must be paid on schedule.

Using restricted funds for unrelated purposes is not creative budgeting, it is illegal. And auditors do not accept 'but it seemed like a good idea at the time.' The City would know, we get audited by 10+ agencies on an annual basis.

The Six Fund Types (Also Known as The Envelopes)

1. General Fund, Measures E/Z and GUSD JUA – The Flexible Ones (Sort Of)
The General Fund supports police, parks, the library, public works operations, administration, and community development.

It represents approximately 45% of the City's total annual budget, or roughly $56.5 million of the $125 million total.

It is the most flexible fund — but even it is largely committed to ongoing expenses such as employees, contracts, and services to the community. The Police Department, Public Works Department and Community and Economic Development comprise approximately65% of the General Fund.

So yes, it is flexible. But it is also very, very busy.

2. Special Revenue Funds – The Rule Followers
Restricted by State law, Federal law, local ordinance, or voter approval, these funds must be used only for specific purposes such as transportation, grants, or development-related infrastructure.

They represent approximately $15.9 million, or 13% of the total budget.

They are not available for general operations — no matter how compelling the proposal.

3. Capital Project Funds – The Builders

Dedicated to long-term infrastructure improvements and major projects.

These funds help ensure we invest today without undermining tomorrow's operating stability.

4. Debt Service Funds – The Bill Payers
Used exclusively to repay bond obligations and capital lease agreements.

Debt payments are contractual commitments. They are not optional. They are not flexible. They are simply due.

5. Enterprise Fund (Water) – The Utility Business
Funded by water rates and legally restricted to water operations and infrastructure.

The Water Fund represents approximately $31.4 million, or 25% of the total annual budget.

Water customers pay for water, not for everything else.

6. Internal Service Funds – The Behind-the-Scenes Team
Support internal operations such as insurance, technology, and fleet management.

They may not get headlines, but without them, things break — both literally and financially.

Bottom Line
The City does not have $125 million available for discretionary spending.

It manages a system of legally restricted, contractually obligated, purpose-driven funds. We are guided by multi-year planning, ongoing monitoring, and long-term financial strategies.

Fund accounting may feel rigid. That is intentional.

It protects taxpayers, preserves infrastructure, supports responsible planning, and ensures today's decisions do not become tomorrow's financial problem.