



AGENDA

CITY COUNCIL/ SUCCESSOR
AGENCY TO THE FOUNTAIN
VALLEY AGENCY
FOR COMMUNITY DEVELOPMENT/
FOUNTAIN VALLEY HOUSING AUTHORITY

Closed Session 4:00 p.m.

Study Session 5:00 p.m.

Regular Meeting 6:00 p.m.

Tuesday, February 17, 2026

Council Chambers

10200 Slater Avenue

Fountain Valley, CA 92708

<http://www.fountainvalley.org>

MEETING ASSISTANCE: In compliance with the Americans with Disabilities Act, anyone needing special assistance to participate in a meeting of the government bodies listed herein should contact the City Clerk's Office at (714) 593-4445. Notification 72 hours prior to the meeting allows the City to make reasonable arrangements to ensure accessibility to the meeting.

AGENDA COMMUNICATIONS: All revised or additional documents and writings related to an item on this agenda provided to all or a majority of the government body members after distribution of the agenda packet, are available for public inspection (1) in the City Clerk's Office at 10200 Slater Avenue, Fountain Valley, CA 92708 during normal business hours; and (2) in the Council Chambers at the time of the meeting. Unless directed otherwise by a government body listed herein all actions shall be based on/memorialized by the latest document submitted as a late communication.

PUBLIC COMMENTS/PUBLIC HEARINGS: Persons wishing to address the City Council or other government body listed complete a speaker card and give it to the City Clerk prior to the public comment period. **Requests to speak will not be accepted after the public comment session begins without permission of the Mayor/Chair.** Speakers must limit remarks to a total of (3) three minutes and address the City Council through the Mayor. Comments to individuals or staff are not permitted. **Scheduled Matters, including Public Hearings:** Indicate on the card what item you want to address. **Unscheduled Matters:** Indicate on the card what subject matter you want to address. Comments must be related to issues that are within the jurisdiction of the governing body listed on the agenda. Pursuant to the Brown Act, the governing body may not enter into discussion regarding items not on the agenda.

CONSENT CALENDAR: All matters listed under the Consent Calendar are considered by the governing bodies listed herein to be routine and will be enacted on simultaneously with one motion without discussion unless separate action and/or discussion is requested by a governing body member, staff, or a member of the public.

PUBLIC HEARINGS: Persons wishing to speak in favor of or in opposition to a proposal are given an opportunity to do so during the public hearing. Those wishing to address a governing body during the hearing are requested to complete the speaker card and submit it to the City Clerk prior to the hearing. If a proposed action is challenged in court, there may be a limitation to

raising only those issues raised during the hearing or in written correspondence received by the governing body at or before the hearing.

Note: The Fountain Valley City Council serves as the Successor Agency to the Fountain Valley Agency for Community Development (Successor Agency), the Fountain Valley Housing Authority, and the Fountain Valley Finance Authority. The Actions of the Successor Agency are separate and apart from the actions of the City Council.

ZOOM LINK INFORMATION

- Participants that choose to watch the City Council meeting through zoom are automatically placed in the waiting room and will only be allowed into the Zoom meeting if they request to make a public comment. In order to make a public comment, you will indicate through the chat feature which item you would like to speak on, and click on the “raise hand” icon to let the administrator know you wish to speak.
- All participants are muted unless you are requesting to speak, at which time you will be allowed to unmute and make your comment.
- All public comments are allowed up to 3 minutes to speak.

Topic: City Council

Time: Feb 17, 2026 04:45 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://fountainvalley.zoom.us/j/81387025713?pwd=HV97w8L79L1bo1xu1aSSjVw2JsYyRh.1>

Meeting ID: 813 8702 5713

Passcode: 342998

YOUTUBE INFORMATION

The City Council meeting is streamed live via Youtube, you can access the live City Council meeting by clicking on this link to access the broadcast on Youtube: <https://www.youtube.com/@CityofFV>

CLOSED SESSION

CALL TO ORDER

4:00 p.m.

PUBLIC COMMENTS

(Closed Session matters only)

Persons wishing to speak on a Closed Session matter are requested to identify themselves by completing a blue speaker card indicating the item they want to address and to give the card to the City Clerk prior to the public comment period.

1. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:
(1 potential case)

2. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of Section 54956.9)

Name of case: City of Fountain Valley v. Omni Metals

3. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

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

STUDY SESSION

CALL TO ORDER

5:00 p.m.

PUBLIC COMMENTS

(Study Session matters only)

Persons wishing to speak on a Study Session matter are requested to identify themselves by completing a blue speaker card indicating the item they want to address and to give the card to the City Clerk prior to the public comment period.

1. City Council expenditures (legal/conference) and City Manager Authority Contracts – Presentation by Ryan Smith, Finance Director
2. City Council Policy Update – Presentation by Rick Miller, City Clerk

OPEN SESSION

CALL TO ORDER

6:00 p.m.

INVOCATION

SALUTE TO THE FLAG

Mayor Jim Cunneen

CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY/ ROLL CALL

Council Members: Bui, Constantine, Grandis, Vice Mayor / Vice Chair Harper, Mayor/Chair Cunneen

ANNOUNCEMENT OF SUPPLEMENTAL COMMUNICATIONS

CITY MANAGER / MAYOR UPDATE

FIRST CITY COUNCIL/ SUCCESSOR AGENCY/ HOUSING AUTHORITY/ PUBLIC COMMENTS

(Unscheduled Matters Only)

The Unscheduled Matters Public Comments portion will last 15 Minutes at the beginning of the meeting. Any requests to speak on unscheduled matters after the initial 15 minutes, will be heard at

the end of the meeting, unless the Mayor approves an extension of this time. If an individual speaks during the First unscheduled matters time period, they do not get to speak at the end of the meeting as well. Persons wishing to speak on an unscheduled matter are requested to identify themselves by completing a blue speaker and to give the card to the City Clerk. Each person will have up to 3 minutes to speak. The City Clerk will call upon those that wish to speak.

PUBLIC COMMENTS (Scheduled Matters Only)

Persons wishing to speak on Agenda item(s) are requested to identify themselves by completing a blue speaker card indicating the item they want to address and to give the card to the City Clerk prior to the public comment period. Each person will be given up to 3 minutes to speak on the entire Consent Calendar, 3 minutes to speak on each item pulled from the consent calendar, and 3 minutes to speak on any agenda item(s) not appearing on the Consent Calendar.

CONSENT CALENDAR

Consent Calendar Items 1 – 6 will be approved simultaneously with one motion unless separate action/or discussion is requested.

1. Receive and File the Draft Minutes of the February 3, 2026 Regular City Council Meeting
Page 5
2. Receive and file the quarterly Treasurer's Report for quarter ended December 31, 2025.
Page 12

Recommended Action: Receive and file the quarterly Treasurer's Report for quarter ended December 31, 2025.

3. City of Fountain Valley Six Month Strategic Objectives for September 23, 2025 through March 17, 2026 **Page 62**
4. Approve the City of Fountain Valley Register of Demands for the period of 1/22/2026 to 2/4/2026 **Page 69**

Recommended Action: Staff recommends Alternative No. 1 to approve the attached Register of Demands representing payments made by the City of Fountain Valley between 1/22/2026 and 2/4/2026 for a total of \$4,936,450.61.

5. Approval of (1) the renewal of Brightly asset management software subscriptions and (2) an agreement for managed support services, in a net-neutral total annual cost, to provide enhanced training, support, and integration continuity for Brightly asset man **Page 81**

Recommended Action: Approve the Brightly renewal and the managed support services agreement as presented, resulting in a \$17.83 cost increase while strengthening post-implementation support, training continuity, and operational sustainability.

6. Second Reading and Adoption of an Ordinance Revising Fountain Valley Municipal Code Section 2.04.200 Regarding the Selection of Mayor and Mayor Pro Tempore **Page 129**

Staff recommends the City Council adopt the attached Ordinance Revising Fountain Valley Municipal Code Section 2.04.200 Regarding the Selection of Mayor and Mayor Pro Tempore.

ADMINISTRATIVE ITEMS

7. Accept the MKN & Associates Fee Proposal in the Amount of \$299,372 for the Design of the Bushard Street and Slater Avenue Waterline Replacement Project (Project). – Presentation by Kyle Hilton, Senior Civil Engineer **Page 134**

Recommended Action: Accept the MKN & Associates fee proposal in the amount of \$299,372 for the Design of the Bushard Street and Slater Avenue Waterline Replacement Project

COUNCIL MEMBER ITEMS FOR FUTURE CONSIDERATION

CITY COUNCIL/ SUCCESSOR AGENCY/ HOUSING AUTHORITY/ PUBLIC COMMENTS

(Unscheduled Matters Only)

Persons wishing to speak on an unscheduled matter are requested to identify themselves by completing a blue speaker and to give the card to the City Clerk. Each person will have up to 3 minutes to speak. The City Clerk will call upon those that wish to speak.

CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY AB 1234/GENERAL COMMENTS

ADJOURN THE MEETING OF THE CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY

The next Regular Meeting of the Fountain Valley City Council is March 3, 2026 at 6:00 p.m., in the Fountain Valley Council Chambers, 10200 Slater Avenue, Fountain Valley.



City of Fountain Valley Memorandum

TO: Honorable Mayor and City Council

FROM: Ryan Smith, Director of Finance/City Treasurer

DATE: February 17, 2026

SUBJECT: City Council Expenditures & City Manager Contract Authority

EXECUTIVE SUMMARY:

Per direction of the City Council, City Staff was requested to compile information regarding City Council related expenditures for travel, supplies, and legal services, as well as the contracts that have been executed under the City Manager's purchasing authority.

DISCUSSION:

City Council Travel Expenditures

Attached in Exhibit A is a summary of City Council travel expenditures during the last completed fiscal year (FY 2024-25) and the current fiscal year to date (FY 2025-26). These expenditures include all travel and meeting related expenses for each council member and are categorized by the event/conference attended. Some of the meetings and conferences attended include the International Council of Shopping Centers (ICSC), League of California Cities (LOCC), Association of California Cities – Orange County (ACC-OC), and the Sister Cities Summit.

City Council Supplies

Attached in Exhibit B is a listing of City Council supplies purchased during the last completed fiscal year (FY 2024-25) and the current fiscal year to date (FY 2025-26). These expenditures include any items purchased for the City Council chambers, City Council related events, and Council meetings.

City Council – Attorney Expenditures

City staff worked with the City Attorney to obtain an accounting of attorney time and charges applicable to each City Council member. However, due to how attorney time is tracked and invoiced, we are unable to give a true and accurate allocation to each individual City Council member. The City Attorney time is tracked and invoiced based on "blocks" of time. A block of time may be up to a few hours long and include time spent on a number of different issues and work efforts. These blocks may also include phone calls and meetings with a number of different City Council members and City Staff.

City Manager Purchasing Authority

Attached in Exhibit C are all contracts during the current fiscal year (FY2025-26) that have been executed under the City Manager's signing authority.

Section 2.36.110.a of the Fountain Valley Municipal Code states: The city manager is authorized to award and sign contracts on behalf of the city when the total amount of the city's expenditure on the contract is fifty thousand dollars or less.

Attachments:

Exhibit A – City Council Travel Expenditures

Exhibit B – City Council Supplies

Exhibit C – Contracts Executed under City Manager Authority

Exhibit A

FY 2024-25 City Council Meetings/Conferences

Category	Event	Total
Mayor Bui	ACC-OC Leadership Summit	\$150
	Garden Grove State of City	\$50
	ICSC Conference	\$1,994
	ICSC SoCal Conference	\$500
	LOCC Mayor's Academy	\$675
	Sister Cities Summit	\$1,802
	Mayor Networking Luncheon	\$50
	Chamber Installation	\$55
	LOCC Division Meeting	\$30
Bui Total		\$5,306
Council Member Constantine	ACC-OC Council Members Training	\$50
	Cal Cities Conference	\$704
	ICSC Conference	\$1,717
	LOCC City Leaders Summit	\$974
	SBDN Mixer	\$25
	Sister Cities Summit	\$2,002
	Chamber Installation	\$55
		LOCC Division Meeting
Constantine Total		\$5,557
Council Member Cuneen	Garden Grove State of City	\$50
	Sister Cities Summit	\$1,097
	Chamber Installation	\$55
		LOCC Division Meeting
Cuneen Total		\$1,232
Council Member Grandis	ICSC Conference	\$500
	Sister Cities Summit	\$2,518
	OC Connect Luncheon	\$25
	Chamber Installation	\$55
		LOCC Division Meeting
Grandis Total		\$3,128
Council Member Harper	ACC-OC ADVOCACY	\$2,588
	ICSC SoCal Conference	\$473
	SBDN Mixer	\$25
	SCAG Conference	\$413
		LOCC Division Meeting
Harper Total		\$3,529
Grand Total		\$18,753

Exhibit A

FY 2025-26 City Council Meetings/Conferences

Category	Event	Total
Mayor Cunneen	LOCC Meeting	\$ 30
	Placentia State of the City	\$ 55
	Sister Cities Summit	\$ 1,286
	ICSC Conference	\$ 1,508
	LOCC Expo	\$ 675
Cunneen Total		\$ 3,553
Council Member Bui	OC Forum Meeting	\$ 125
	Placentia State of the City	\$ 55
	Sister Cities Summit	\$ 219
	ICSC Conference	\$ 500
	LOCC Expo	\$ 675
Bui Total		\$ 1,574
Council Member Harper	LOCC Meeting	\$ 30
	LOCC Expo	\$ 675
	Washington DC Adcovacy	\$ 569
Harper Total		\$ 1,274
Council Member Constantine	Sister Cities Summit	\$ 286
Constantine Total		\$ 286
Council Member Grandis	Sister Cities Summit	\$ 908
Grandis Total		\$ 908
Grand Total		\$ 7,595

Exhibit B

City Council Supplies

FY 2024-25

ACCOUNT	DESCRIPTION	EFF DATE	AMOUNT	VDR NAME/ITEM DESC	COMMENTS
100.10.10100.53015	OFFICE SUPPLIES	07/01/2024	18.00	ORANGE COUNTY REGISTER (SUBSCRIPTIONS)	OCR SUBSCRIPTIONS
100.10.10100.53015	OFFICE SUPPLIES	07/01/2024	196.00	MANHATTAN STITCHING CO, INC	CITY COUNCIL EMBROIDERED SHIRT
100.10.10100.53015	OFFICE SUPPLIES	07/24/2024	734.00	AMAZON	EZ-UP, TELEPROMPTER, MISC SUPP
100.10.10100.53015	OFFICE SUPPLIES	07/31/2024	18.99	CC* CRUMBL FOUNTAINVAL	THANK YOU GIFT FOR CRASH CHAMP
100.10.10100.53015	OFFICE SUPPLIES	07/31/2024	50.00	ALBERTSONS #0170	THANK YOU GIFT FOR CRASH CHAMP
100.10.10100.53015	OFFICE SUPPLIES	08/13/2024	810.56	AMAZON	AIR PURIFIERS, OFFICE SUPPLIES
100.10.10100.53015	OFFICE SUPPLIES	08/30/2024	130.50	QUANTUM SIGNS AND GRAPHIC	QUESTIONS FOR CITY COUNCIL BAN
100.10.10100.53015	OFFICE SUPPLIES	10/31/2024	16.31	DOLLAR TREE	OFFICE DECOR FOR CITY COUNCIL
100.10.10100.53015	OFFICE SUPPLIES	10/31/2024	29.16	PARTY CITY 749	OFFICE DECOR FOR CITY COUNCIL
100.10.10100.53015	OFFICE SUPPLIES	11/06/2024	-27.26	AMAZON	AIR PURIFIERS, OFFICE SUPPLIES
100.10.10100.53015	OFFICE SUPPLIES	12/31/2024	185.09	AWARDS & TROPHIES COM	NAMEPLATES, BADGES FOR COUNCIL
100.10.10100.53015	OFFICE SUPPLIES	12/31/2024	249.70	LOWE'S	CHRISTMAS WREATHS AND POINSETT
100.10.10100.53015	OFFICE SUPPLIES	12/31/2024	12.23	DOLLAR TREE	SWEAR IN CEREMONY SUPPLIES
100.10.10100.53015	OFFICE SUPPLIES	01/13/2025	130.50	QUANTUM SIGNS & GRAPHICS	CITY BANNER FOR PARADES
100.10.10100.53015	OFFICE SUPPLIES	01/13/2025	108.75	QUANTUM SIGNS & GRAPHICS	CITY COUNCIL BANNER
100.10.10100.53015	OFFICE SUPPLIES	01/31/2025	166.46	IN *MANHATTAN STITCHING C	EMBROIDERED SHIRTS
100.10.10100.53015	OFFICE SUPPLIES	03/31/2025	891.45	TYNDELL PHOTOGRAPHIC A	CERTIFICATE FOLDERS
100.10.10100.53015	OFFICE SUPPLIES	03/31/2025	-25.00	TYNDELL PHOTOGRAPHIC A	REFUND FOR SETUP CHARGE
100.10.10100.53015	OFFICE SUPPLIES	05/05/2025	592.63	MANHATTAN STITCHING CO, INC	CITY COUNCIL EMBROIDERED SHIRT
100.10.10100.53015	OFFICE SUPPLIES	06/30/2025	180.91	BAUDVILLE INC.	CERTIFICATE OF RECOGNITION FOI
	Total		\$ 4,468.98		

FY 2025-26 To date

ACCOUNT	DESCRIPTION	EFF DATE	AMOUNT	VDR NAME/ITEM DESC	COMMENTS
100.10.10100.53015	OFFICE SUPPLIES	01/05/2026	1,265.63	QUANTUM SIGNS & GRAPHICS	MISSION STATEMENT INSTALLATION
100.10.10100.53015	OFFICE SUPPLIES	12/31/2025	363.54	MANHATTAN STITCHING CO, INC	EMBROIDERED SHIRTS FOR COUNCIL
100.10.10100.53015	OFFICE SUPPLIES	12/31/2025	213.41	AWARDS TROPHIES COMPANY	NAME BADGES FOR COUNCIL
100.10.10100.53015	OFFICE SUPPLIES	11/30/2025	116.50	SAM'S CLUB	HALLOWEEN CANDY
100.10.10100.53015	OFFICE SUPPLIES	10/30/2025	56.74	SAM'S CLUB	CITIZENS ACADEMY MEAL; OFFICE
100.10.10100.53015	OFFICE SUPPLIES	10/30/2025	25.71	COSTCO BY INSTACART	FINANCE PRESENTATION; COUNCIL
100.10.10100.53015	OFFICE SUPPLIES	10/30/2025	42.18	WALMART.COM	COUNCIL COFFEE STATION REFILL
100.10.10100.53015	OFFICE SUPPLIES	09/30/2025	94.85	SAM'S CLUB	DISPATCH EMERGENCY FOOD
100.10.10100.53015	OFFICE SUPPLIES	07/31/2025	27.15	HOME DEPOT CREDIT SERVICE	HB PARADE FLOAT DECOR
	Total		\$ 2,205.71		

Exhibit C

FY 2025-26 Executed Contracts under City Manager Authority

FY	FY PERIOD	CON #	VENDOR NAME	REVISED \$	CONTRACT DESC
2026	1	1597	RIFENBURGH, COREY	\$ 4,200.00	2025 CONCERTS IN THE PARK-7/31/2025-REDNECK RODEO
2026	1	1598	PHAIRAS, MATTHEW G.	\$ 2,800.00	2025 CONCERTS IN THE PARK-7/24/2025-STONE SOUL
2026	1	1599	LOZANO, CHRIS	\$ 1,800.00	2025 CONCERTS IN THE PARK-7/17/2025-CHRIS LOZANO
2026	1	1600	BEEMAN, WILLIAM L.	\$ 2,200.00	2025 CONCERTS IN THE PARK-7/10/2025-RADIO ROYALTY
2026	1	1601	BUCKNAM INFRASTRUCTURE GROUP, INC	\$ 50,000.00	25/26 PAVEMENT MGMT & GIS O&M (BUCKNAM)
2026	1	1602	GEMINI GROUP CONSULTING LLC	\$ 7,267.00	CONSUMER CONFIDENCE REPORT SERVICES (GEMINI)
2026	1	1604	ADKINS, BERTRUM A.	\$ 12,000.00	RANGEMASTER AGREEMENT (ADKINS)
2026	1	1605	MATTEROLI, LISA	\$ 50,000.00	BACKGROUND INVESTIGATIVE SERVICES (LISA MATTEROLI)
2026	2	1606	CURTIS ROSENTHAL, INC.	\$ 5,000.00	APPRAISAL SERVICES FOR LOS CAB UNITS (CURTIS)
2026	1	1608	THOMSON REUTERS WEST	\$ 25,392.07	PUBLIC & PROPRIETARY RECORD SEARCHES (THOMSON)
2025	11	1612	CARL WARREN & COMPANY	\$ 16,200.00	THIRD PARTY ADMIN CLAIMS THRU PRISM (CARL WARREN)
2026	3	1615	COMMUNITY SENIOR SERV, INC.	\$ 10,650.00	MEALS ON WHEELS PROGRAM (COMMUNITY SR SERV)
2026	3	1616	COMMUNITY SENIOR SERV, INC.	\$ 6,200.00	DELIVERY OF MEALS TO TO SENIORS' HOMES (COMMUNITY)
2026	3	1617	INTERVAL HOUSE	\$ 13,264.00	SHELTER AND SUPPORT SRVCS FOR HOMELESS (INTERVAL)
2026	3	1618	WAYMAKERS	\$ 6,800.00	AT RISK YOUTH SERVICES (WAYMAKERS)
2026	3	1619	FAIR HOUSING COUNCIL OF	\$ 5,000.00	HOUSING DISCRIMINATION ASSISTANCE (FAIR HOUSING)
2026	3	1620	BOYS & GIRLS CLUBS OF	\$ 8,263.00	SUBRECIPIENT AGREEMENT (BOYS & GIRLS CLUBS)
2026	4	1622	THE LIGHTHOUSE OUTREACH	\$ 45,000.00	SR CASE MGMT & REFERRAL/SOCIAL SVC (LIGHTHOUSE)
2026	4	1623	RETURN TO WORK PARTNERS, INC	\$ 7,500.00	INTERACTIVE PROCESS MEETING FACILITATION (RETURN
2026	5	1626	HYUNDAI MOTOR AMERICA	\$ 11.00	PURCHASE AGREEMENT OF 11 HYUNDAI VEHICLES
2026	5	1627	RCS INVESTIGATIONS & CONSULTING, LL	\$ 20,000.00	BACKGROUND & ADMIN INVESTIGATION SVCS (RCS INVEST)
2026	5	1628	JL GROUP, LLC	\$ 25,000.00	ADMINISTRATIVE INVESTIGATION AND.... (JL GROUP)
2026	5	Change	JL GROUP, LLC	\$ 25,000.00	ADMINISTRATIVE INVESTIGATION AND.... (JL GROUP)
2026	5	1629	SURVEYMONKEY INC.	\$ 27,000.00	SURVEY MONKEY SUBSCRIPTION - 3 YEAR EXP 10/28/28
2026	5	1630	COM-STRAT LLC	\$ 30,000.00	MS TEAMS PHONE IMPLEMENTATION (COM-STRAT)
2026	5	1633	NMK CORPORATION	\$ 45,000.00	PROFESSIONAL SERVICES FOR IT SOLUTIONS
2026	6	1635	DJE SOUND & LIGHTING, INC	\$ 10,016.51	2025 CONCERTS IN THE PARK (DJE SOUND & LIGHTING)
2026	6	1636	WAGNER, DARRELL	\$ 895.00	2025 ENTERTAINMENT- SANTA (DARRELL WAGNER)
2026	6	1638	PYRO SPECTACULARS INC.	\$ 15,000.00	CHRISTMAS FIREWORKS DISPLAY (PYRO SPECTACULARS)
2026	6	1640	QUENCH USA, INC.	\$ 37,166.00	WATER SYSTEM FOR CITY BUILDINGS (CULLIGAN QUENCH)
2026	6	1641	QUADIENT LEASING USA, INC	\$ 23,000.00	POSTAGE MACHINE LEASE-60 MONTH (QUADIENT)
2026	6	1642	THE COUNSELING TEAM INTERNATIONAL	\$ 18,900.00	SHORT TERM COUNSELING PD & FD (COUNSELING TEAM)
2026	6	1645	TRIEPEI, SMITH & ASSOCIATES	\$ 48,702.50	STRATEGIC PLAN DEVELOPMENT CONSULTING SVCS(TRIEPEI
2026	7	1647	WOODRUFF, SPRADLIN & SMART	\$ 15,000.00	LEGAL SVCS CONCERNING RETIRED EMPLOYEES (WOODRUFF)
2026	7	1648	HENSLEY, MARK D.	\$ 50,000.00	CITY COUNCIL COMPLAINT INVESTIGATION SVCS(HENSLEY)
2026	7	1650	CITYTECH SOLUTIONS, INC	\$ 49,000.00	PRO. SERVICES FOR CITYTECH SOFTWARE INTEGRATION
2026	8	1653	IMGB SOLUTIONS	\$ 45,000.00	PROFESSIONAL SERVICES FOR IT SOLUTIONS



City of Fountain Valley Memorandum

TO: Mayor Cunneen and City Council Members

FROM: Rick Miller, City Clerk

DATE: February 17, 2026

SUBJECT: Study Session – City Council Policy Update

In 2024, staff brought forward all the City Council policies so that the City Council could review, modify if desired and approve the policies. Staff also indicated that these policies would come before the City Council annually with any revisions, additions or removal of any policies.

The following are the City Council policies that staff recommend be, revised, added or removed from the City Council Policy Manual:

Revisions:

Recycling and Conservation Efforts
Sidewalk Inspections, Repair and/or Replacement
Tree Maintenance, Removal and Reforestation
City Council Policy on Social Media
Labor Relations with City Employees

Additions:

Complaints Against Council Members
Language Translation Policy

Removal:

Military Leave Policy

Staff Recommendation:

Staff is seeking the City Council direction on the attached recommended policy changes as well as input on any other policy the City Council feels need to be addressed.

**** Staff also received the following suggested revisions for Council consideration (these have not been incorporated into the red line version):**

A) Public Records & Records Retention Policies

The existing Public Records/Records Hold policies do not reflect current state law. Necessary updates include:

- Adding references to SB 272, AB 474, electronic messaging, and text-message retention.
- Addressing use of private phones/emails for City business.
- Including requirements for retention of social media communications.

B) Parliamentary Procedures and Meeting Conduct (I understand that some of these is in order city ordinances but I think it should also reflect in the council policy)

Recommended Updates:

- Include rules for handling disruptions in Council Chambers.
- Add standards for virtual meeting participation post-AB 2449.
- Add rules governing Council member behavior, crosstalk, and decorum.
- Insert explicit Brown Act guidance regarding serial meetings, texting during meetings, and digital communication.

C) Committee and Commission Appointment Policy

Recommended Modernization:

- Implement a digital application submission platform.
- Add diversity, equity, transparency, and public-engagement standards.
- Add conflict-of-interest criteria.
- Provide an optional scoring rubric.
- Establish clear rules for mid-term vacancy appointments.

D) CITY USE OF PRIVATE SOCIAL MEDIA PLATFORMS ISSUE

The city requires clear standards for when and how official City information may be posted on privately owned or privately administered social-media platforms.

PURPOSE

To establish legally compliant guidelines for City postings in resident-run Facebook groups, Instagram pages, Nextdoor neighborhoods, and similar online communities.

SCOPE

This policy applies to:

- All City departments and the City Manager's Office
- Public Information Officers
- City staff and contractors posting on behalf of the city
- Any City-sanctioned outreach effort

POLICY STATEMENT

1. General Policy

1.1 The City may post factual, non-political, official information on private platforms when doing so improves public access or supports emergency communication.

1.2 The City shall not manage, moderate, or operate any private social-media group.

1.3 Posting does not constitute endorsement of the platform or any viewpoints expressed.

2. Content Limitations

2.1 Permitted Content

- Public safety alerts
- Emergency notifications
- City events
- Road closures
- Public meeting announcements
- City program/service information

2.2 Prohibited Content

- Political information or advocacy
 - Opinions or arguments
 - Election-related content beyond legally required notices
 - Responses to political debates in private groups
-

3. Prohibition on Posting in Political Groups

3.1 The City shall discontinue posting whenever a private platform is deemed political in nature.

3.2 Criteria include whether the group:

- Endorses or opposes candidates or ballot measures
- Organizes political fundraising
- Explicitly states a political purpose
- Contains predominantly political debate

3.3 Posting in political groups creates risks involving:

- Appearance of favoritism
- Brown Act violations
- Public Records Act complications
- First Amendment forum creation
- Government Code §54964 (prohibiting public funds for campaigning)

3.4 When discontinuing use, the City Manager's Office may issue a neutral explanation and direct residents to official City platforms.

4. Non-Interference and Comment Restrictions

4.1 City staff shall not moderate or influence comments.

4.2 No staff member shall engage in debate or political discussion.

4.3 Replies are limited to:

- Factual corrections
 - Emergency clarifications
 - Legally required notifications
-

5. Public Records & Legal Compliance

5.1 All City posts are subject to:

- PRA disclosure
- Records-retention laws
- First Amendment neutrality rules
- Government Code restrictions

5.2 Personal accounts may not be used for official postings unless formally authorized and logged as PRA-compliant.

6. Oversight and Review

6.1 The City Manager shall maintain a list of approved and prohibited platforms.

6.2 The list shall be reviewed twice per year.

6.3 Council Members may request reevaluation at any time.

E) CIVILITY & BEHAVIORAL STANDARDS FOR ELECTED AND APPOINTED OFFICIALS

(“Policy Against Harassment, Discrimination and Retaliation,” pp. 86–92.)

Final City Council Policy Manual

I. PURPOSE

To adopt civility, conduct, and communication standards aligned with the League of California Cities to ensure respectful interaction during meetings, public events, and digital communication.

II. APPLICABILITY

Applies to:

- City Council
- Planning Commission
- Boards, Committees, Advisory Bodies
- Appointees of the City Council

Covers all:

- Meetings
- Community events
- Social-media activity related to City business
- Email, text, and digital interactions

III. GUIDING PRINCIPLES

Officials shall:

1. Treat everyone with courtesy and respect
2. Listen with an open mind
3. Focus on issues, not personalities
4. Exercise self-control
5. Communicate honestly and clearly
6. Support democratic processes
7. Honor City policies and staff roles
8. Model professional behavior

IV. REQUIRED STANDARDS OF BEHAVIOR

1. Conduct Toward the Public

- Ensure speakers feel welcomed and safe
- Avoid sarcasm, ridicule, belittling language
- Avoid retaliation or intimidation

2. Conduct Toward Colleagues

- Disagree respectfully
- Avoid interruptions or hostile tones
- No undermining colleagues on or off social media

3. Conduct Toward Staff

- Respect the City Manager’s administrative authority

- Avoid directing staff outside established channels
 - Refrain from public criticism of staff performance
4. Meeting Conduct
- Follow presiding officer direction
 - Avoid texting/social media during meetings
 - No disruptions, outbursts, insults
5. Social Media Conduct
- No ridicule, harassment, or inflammatory content
 - No retaliatory behavior
 - Comply with Brown Act, AB 992, PRA
 - Avoid posting during meetings
6. Prohibited Conduct
- Bullying or abusive conduct
 - Verbal or written intimidation
 - Hostile environment creation
 - Use of office to threaten or coerce
 - Knowingly spreading misinformation

F) COMPLAINT PROCESS & ENFORCEMENT

(Cal Cities Framework)

1. Who May Submit a Complaint

Complaints regarding violations of this Civility & Behavioral Standards Policy may be submitted by:

- Members of the public
- City staff
- Elected or appointed officials
- Contractors or meeting participants

2. Filing Procedure

- Complaints shall be submitted to the mayor.
- If the complaint concerns the mayor, it shall be submitted to the Vice Mayor.

3. Review & Referral Process

The Mayor or Vice Mayor shall:

1. Refer the matter to the City Attorney for initial review, including a determination whether the complaint alleges conduct within the scope of this Policy.
2. If warranted, the City Attorney may refer the complaint to an outside, independent attorney for investigation to ensure neutrality and impartiality.
3. The independent attorney shall conduct fact-finding, interview parties and witnesses, and issue a written findings report to the Mayor/Vice Mayor and City Council.

4. Determination of Violation & Responsibility for Investigation Costs

- If the independent investigation determines that no violation occurred, the City shall bear all investigation costs.
- If the independent investigation determines that a violation did occur, the offending official shall reimburse the City for the reasonable costs of the independent attorney's investigation, including attorney fees.

- The City Council may establish procedures for invoicing, deadlines, and appeal rights related to reimbursement.
-

5. Possible Findings

Findings may include:

- No violation
 - Minor violation
 - Substantial violation
 - Pattern of behavior
 - Abuse of office
-

6. Corrective or Disciplinary Actions

Depending on the findings, the City Council may impose one or more of the following:

- Verbal admonition
 - Written reprimand
 - Mandatory training (ethics, AB 1661, civility workshop)
 - Removal from committees, boards, or liaison assignments
 - Formal censure
 - Restrictions on representing the City at events
 - Public apology
 - Cost reimbursement for the independent attorney investigation if the official is found to have violated the Policy
 - Referral to the FPPC or District Attorney when warranted
-

7. Repeated or Egregious Misconduct

Severe or repeated violations especially those involving intimidation, retaliation, abuse of office, or threats may result in:

- Escalated disciplinary sanctions
- Removal from leadership or liaison roles
- Loss of discretionary travel and conference privileges
- Any additional discipline authorized under applicable laws.

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FINANCE

STATEMENT OF INVESTMENT POLICY

CITY COUNCIL POLICY
RECYCLING AND CONSERVATION EFFORTS

ISSUE:

PROMOTION OF RECYCLING AND CONSERVATION EFFORTS

PURPOSE:

The purpose of this policy is to establish recycling guidelines to promote the use of products made with recycled materials, and to recycle the City of Fountain Valley waste stream to minimize the amount of material sent to the landfill for disposal, and to be a model to other government agencies showing how maximizing recycling and reuse of material is an integral part of progressive waste management practices use towards achieving environmental protection, energy conservation, and social and economic development.

POLICY STATEMENT:

1. Promote the use of products made with recycled material.
 - a. Purchase products made with recycled material over other products made with virgin material if the overall cost is not more than 5% over the otherwise lowest responsible bid, meets required specifications, and can be accommodated within the budgeted amount.
 - b. Whenever possible, eliminate prohibitions or limitations against recycled products in bid specifications unless safety standards require such limitations.
 - c. When buying recycled material, explore incentives such as bulk purchases and piggyback purchase and state preference for recycled products in purchasing procedures.
 - d. Research the most recent uses of recycled asphalt, solvents, construction materials, and other products that could be purchased in support of City operations and projects.

2. Promote recycling, reuse of material, and waste reduction within the City.
 - ~~a. Purchase office paper containing a minimum of 25% post-consumer waste.~~
 - ~~b.a.~~ _____ Whenever possible, use electronic correspondence, electronic report review, and double-sided copying.
 - ~~b.~~ _____ Whenever possible, purchase reusable, non-disposable products.
 - ~~c.~~ _____ Whenever possible, do not purchase products that cannot be recycled, including glossy paper and products made from Styrofoam, etc.

City Clerk

(Date adopted ~~October 2, 1990~~XXX, 2026.)

CITY COUNCIL POLICY
SIDEWALK INSPECTION, REPAIR AND/OR REPLACEMENT

ISSUE:

SIDEWALK INSPECTION, REPAIR AND/OR REPLACEMENT POLICY

PURPOSE:

This policy establishes procedures for the inspection, repair, and replacement of damaged sidewalks.

POLICY STATEMENT:

Public sidewalks are subject to damage from tree roots and settling soil conditions, and when so damaged may constitute a safety hazard for pedestrian traffic. Each fiscal year the City Council appropriates specific funding for sidewalk repair and replacement. Repair and replacement of the damaged portions of sidewalk will be accomplished by the Field Services Divisions and/or by the Engineering Division through capital improvement projects. Staff will complete the sidewalk repair or replacement and abate the potential hazardous condition according to the following policy:

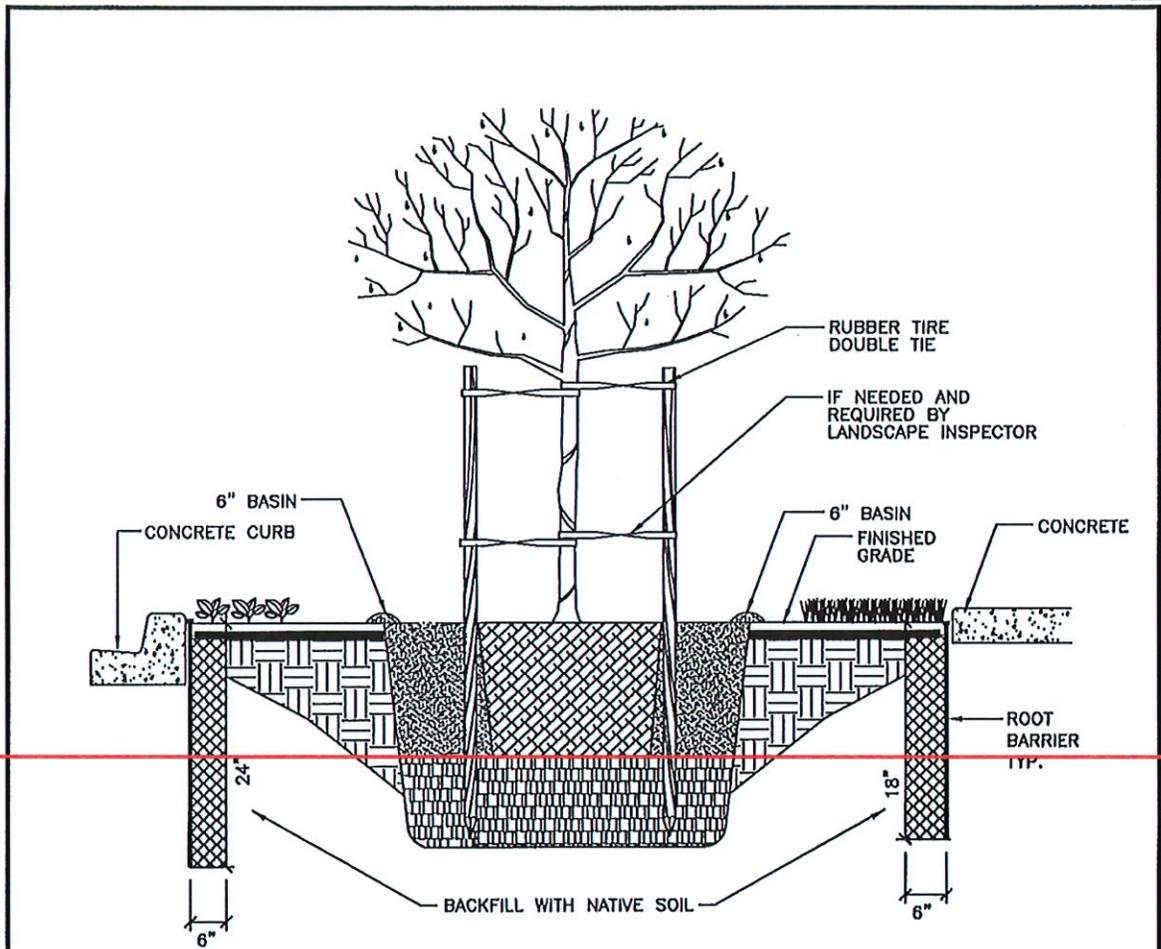
3. Sidewalk inspections will be conducted by Streets Division Personnel so that every 24 months the entire City will be completely inspected. Damaged sidewalks will be identified and categorized and a schedule for sidewalk repair or replacement will be developed.
4. A sidewalk location needing repair shall be marked with fluorescent paint (or other paint that provides a sufficient contrast) to warn the public of a known trip hazard. If the repair is delayed, paint should be reapplied as needed to maintain visibility.
5. The repair schedule will be categorized on the severity of the hazard as follows:
 - a) 0" - 1" lift: Sidewalk will be scheduled for grinding maintenance.
 - b) 1" - 2" lift: Sidewalk will be scheduled for ramping maintenance, grinding maintenance, and/or replacement. If damage is from tree roots, the tree will be root pruned and a protective barrier shall be installed to prevent future sidewalk damage. If root pruning is not a viable alternative the City will proceed in accordance with paragraph f.
 - c) > 2" lift not caused by a tree: Sidewalk will be scheduled for ramping maintenance, grinding maintenance, and/or replacement.
 - d) > 2" lift caused by a tree: Tree will be removed and the City will repair or replace the deficient sidewalk and/or curb and gutter. A tree from the City's approved tree list will be planted as a replacement of the removed tree (see Tree Maintenance, Removal, and Reforestation Policy).
 - e) In situations where root pruning may not be a viable alternative due to the size, structure or other conditions of the tree, the parkway tree shall be removed prior to ramping/replacing the

damaged sidewalk. A tree from the City's approved tree list will be planted as a replacement of the removed tree (see Tree Maintenance, Removal, and Reforestation Policy).

- f) When damage to a sidewalk is considered a hazardous condition, temporary repairs shall be made to relieve the immediate hazard and the location will be placed on the priority list accordingly.
3. All removal and replacement of parkway trees will be in accordance with the "Tree Maintenance, Removal and Reforestation Policy."

City Clerk

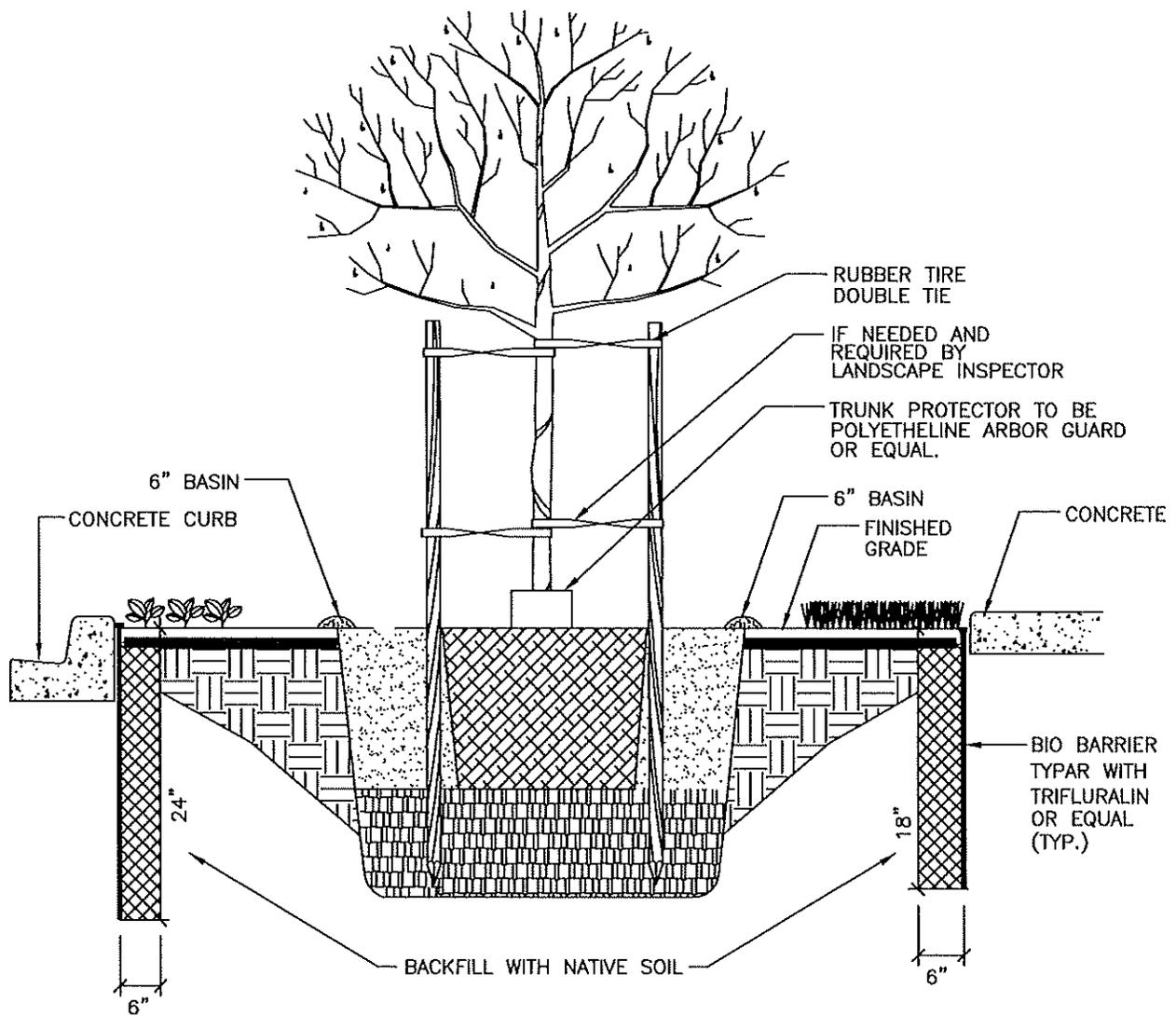
(Procedure modified February 5, 2008.)
(Procedure modified 12/10/2007.)
(Procedure established 06/1988.)



NOTES:

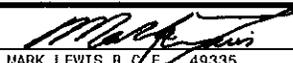
1. TOP OF ROOT CONTROL BARRIER MUST BE AT GRADE.
2. POSITION ROOT CONTROL BARRIER ADJACENT TO STRUCTURE.
3. RAISED ROOT DEFLECTORS MUST BE FACING PLANTED AREA.
4. PROVIDE A MIN. OF 12 FEET OF ROOT BARRIER EACH SIDE OF TREE TRUNK.
5. ROOT BARRIER SHALL EXTEND A MIN. OF 18 INCHES BELOW GRADE ON WALK SIDE.
6. ROOT BARRIER SHALL EXTEND A MIN. OF 24 INCHES BELOW GRADE ON CURB SIDE.
7. TREE PLANTING AND STAKING SHALL BE PERFORMED IN ACCORDANCE WITH STANDARD PLAN NOS. 603 THROUGH 606.

REVISIONS	CITY OF FOUNTAIN VALLEY	STANDARD PLAN NO. 607
	ROOT BARRIER	
	 APPROVED BY: MARK LEWIS R.C.E. 40335 CITY ENGINEER	DATE: 08/03/03
		SHEET: 1 OF 1



NOTES:

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REVISIONS	CITY OF FOUNTAIN VALLEY	STANDARD PLAN NO. 607
	ROOT BARRIER	
	 APPROVED BY: MARK LEWIS R.C.E. 49335 CITY ENGINEER	
	DATE: 04/01/15	SHEET: 1 OF 1

CITY COUNCIL POLICY
TREE MAINTENANCE, REMOVAL, AND REFORESTATION

ISSUE:

TREE MAINTENANCE, REMOVAL, AND REFORESTATION POLICY

PURPOSE:

This policy establishes guidelines and procedures needed to provide for the care, maintenance, removal, replacement, protection, and reforestation of parkway trees in order to promote the health, safety, welfare, and quality of life for all City residents, businesses, and visitors. The property owner owns the parkway tree and is responsible for its watering, maintenance, and removal of weeds and debris around the tree. The City controls only the right of way between the curb and private property line for street, sidewalk, and utility purposes, but does not own the land. The City does, however, trim the parkway trees only for the purpose of maintaining the appropriate clearance for pedestrians and vehicular traffic.

POLICY STATEMENT:

GOALS:

The City's Tree Program provides a number of tree services through the City's Landscape Division and private contractor(s). These services include scheduled and unscheduled trimming, root pruning, removal, replacement, reforestation, inspection, pest control, and emergency response within the public right-of-way. City and contractor personnel receive continual training in tree trimming/pruning, removal, planting, and pest control practices utilizing Best Management Practices (BMP) in accordance with the Department of Pesticide Regulation. City staff and/or contractor employees are certified arborists and/or certified tree workers. The City's Tree Maintenance, Removal, and Reforestation Policy create the following goals:

1. Establish and maintain an optimal number of trees through proper inspection, maintenance, trimming/pruning, removal, replacement and reforestation;
2. Maintain trees in a safe and healthy condition through good arboricultural practices;
3. Establish and maintain an optimal level of age and species diversity;
4. Promote conservation of tree resources;
5. Provide reforestation of parkway trees;
6. Provide suitable locations for and select, situate, and maintain trees to minimize hazard, nuisance, hardscape damage, and maintenance costs, with special consideration given to compatibility in commercial areas with regard to aesthetics and signage visibility;
7. Centralize tree management under one department to ensure the consistent enforcement of policies;
8. Foster citizen support for the City's Tree Program and encourage good tree management on privately owned properties through public education.

One of the conditions of approval for the development and construction of residential tracts within the City was a requirement to plant a minimum of one parkway tree in front of every residential address.

As part of the City's dedication to maintaining a safe and healthy urban forest, the City annually budgets for the reforestation through the City's Tree Program. The number of trees planted per year may vary depending upon the budget and/or from success in securing tree planting grants.

Sustaining a City tree population with a minimum density of 95 percent will create a desirable level of tree population density and contribute to an optimal number of trees. The number of trees planted per year may be accelerated by expanding the budget and/or through successful tree planting grants. An optimal number of trees will be further achieved by planting City approved tree species from the City's Authorized Tree List that provide the greatest canopy spread the tree site can accommodate. Approved species will be compatible for the area in which they are planted and will not have a root structure that is invasive or otherwise damaging to public/private facilities such as curb, gutter, sidewalks, driveways, water/sewer laterals, and roadway. Obtaining optimal number of trees will also provide the highest level of economic, environmental, and sociological benefits to the residents of Fountain Valley.

Planting for reforestation of the City is another element of the Tree Program that is necessary to fill vacant sites and to replace tree removals. When a tree planting occurs at a vacant site or as a replacement of a dead tree in the public right-of-way, property owner will be responsible for all related cost per current City Fee Schedule. The type of species/variety of tree to plant may be selected from the City's Authorized Tree List.

BENEFITS:

The benefits for properly maintained and healthy parkway trees include:

- Reduction of surface temperatures;
- Reduced soil erosion and runoff;
- Release of oxygen into the atmosphere;
- Absorption of carbon dioxide and other greenhouse gases;
- Increased aesthetics;
- Provision of habitats for natural urban species.

GENERAL:

Parkway trees can become hazardous to pedestrian and/or vehicular traffic, as well as cause damage to water/sewer laterals, curbs, gutters, roadways, driveways and sidewalks. In such cases, property owners may request, or City staff may recommend, removal of the undesirable parkway tree from the Director of Public Works. The City's arborist will evaluate the condition of the tree in relationship to its surroundings and may make a recommendation that the tree be removed and replaced with a more compatible species from the City's Authorized Tree List.

PARKWAY TREE DEFINITION:

Unacceptable Parkway Trees

Some mature trees are unacceptable as parkway trees due to the damage they cause to sidewalks, curbs, gutters, roadways, and sewer lines. Removing unacceptable trees will reduce ongoing and recurring maintenance costs to the City. When the City determines a parkway tree is unacceptable,

the City will remove unacceptable parkway trees and plant a new tree at no cost to the resident.

Undesirable Parkway Trees

Undesirable parkway trees in most cases should be removed and replaced with a City approved tree. There may be instances where an undesirable parkway tree adds to the street scene and neighborhood aesthetics. These neighborhood benefits may warrant working around some of these trees providing they are not creating extensive damage especially to the curb, gutter, or street. To preserve street scenes and neighborhood aesthetics in areas that may have undesirable trees in the parkway, sidewalks will be ground, ramped or replaced to otherwise accommodate these trees.

Unauthorized Parkway Trees

The City's authorized parkway tree list identifies species appropriate for the space and height restrictions of a parkway. Trees planted in the parkway without a City permit or that are not on the approved tree list are not suitable for a parkway due to damage caused to curbs, gutters, roadways, and private sewer laterals. Significant cost is incurred by the City from repairing the damage to sidewalks, curbs, and gutters. Unauthorized trees also pose hazards that may be created to pedestrians using the sidewalks adjacent to the parkway trees. Trees that would not be otherwise authorized for planting nor on the City's authorized tree list but were previously approved or appeared on a prior approved tree list, will not be considered unauthorized under this program. Replacing unauthorized trees with appropriate species will reduce recurring maintenance and repair cost to the City.

Through the Program, a 30-day notice of violation (Notice) is sent to residents with unauthorized or undesirable parkway tree(s) requiring replacement within 30 days with a tree from the City's authorized tree list. If a resident removes their own tree, stump, and roots, they can have an approved parkway tree planted by the City based on the current Fee Schedule. If the resident does not comply with the Notice, the City will remove the unauthorized or undesirable tree and plant an approved tree at the resident's expense. The cost of removing an unauthorized or undesirable parkway tree and replacement with an approved species is proposed at the full cost recovery.

Unwanted Parkway Trees

The removal and replacement of parkway trees that are acceptable but unwanted by residents will not be covered under the proposed Program. With City approval, residents may choose to remove and replace the acceptable parkway tree with a different approved species at the full cost of recovery.

The City, at its cost, reserves the right to remove and replace any unacceptable or undesirable parkway tree when one or more of the aforementioned conditions have occurred. All trees will be planted in accordance with the City's Standard Plans and the species of tree will be selected from the City's Authorized Tree List.

PROPERTY OWNER REQUESTED TREE REMOVAL:

Tree removals requested by residents will be considered for approval by the Director of Public Works, when one or more of the following occurs:

- A. When one or more of the tree categories listed above exist wherein tree removal is necessary;

- B. When a property owner has demonstrated, to the City's satisfaction, that a tree in the parkway has caused damage to a private sewer/water line or other public substructures which cannot be repaired without tree removal;
- C. When any of the above occurs and the City has budgeted funds available or other funding is identified to accomplish all work necessary, including but not limited to, tree removal, parkway/right-of-way repairs, and tree replacement.

The City will assist property owners in the removal and replacement of undesirable parkway trees as follows:

- **Complete Tree Removal and Replacement by the Property Owner:** Following approval by the Director of Public Works, the Property Owner removes the parkway tree and stump, disposes the plant waste material, and plants a City approved parkway tree from the City's Authorized Tree List and in accordance with City Standards. Any parkway tree removal and/or replacement that does not comply with this Policy will be removed and replaced at the Property Owner's expense.

Parkway tree inspection will be paid for by the Property Owner per current City Fee Schedule.

- **New Tree Installation:** Property owner or a licensed arborist contractor cuts down the tree, removes the stump and the roots, and disposes the plant waste material. Property owner selects a replacement tree from the City's Authorized Tree List which is then planted by the City and paid for by the property owner.

New tree installation will be paid for by the Property Owner per current City Fee Schedule.

- **Stump Removal and Tree Replacement:** Property owner or a licensed arborist contractor cuts down the tree and disposes the plant waste material; City removes the stump and plants a tree from the City's Authorized Tree List.

Stump removal and tree replacement paid will be for by the Property Owner per current City Fee Schedule.

- **Complete Tree Removal and Replacement by the City:** The City removes the parkway tree and stump, disposes the plant waste material, and plants a tree from the City's Authorized Tree List.

Complete tree removal and replacement paid for by the Property Owner per current City Fee Schedule.

NOTE: The City of Fountain Valley will repair damage to irrigation lines caused by removal of a tree or root structure by the City. The City of Fountain Valley **is not** responsible for the repair or replacement of any parkway turf, plant material, hardscape, or structures in connection with the removal of a tree or root structures.

The resident shall water the tree as needed and keep the tree free from overgrown weeds or any obstructions contrary to public safety. The resident shall not intentionally damage, injure, or kill the tree or replace with a tree not on the City's Authorized Tree List.

City Clerk

(February 17, 2009.)

(Tree Replacement and Removal Policy revised, including implementation of the Parkway Tree Match Program, 03/03/2009.)

(Price change as of 03/03/2009.)

(Tree Replacement and Removal Policy revised, including implementation of the (Reforestation Policy, 02/05/2008.)

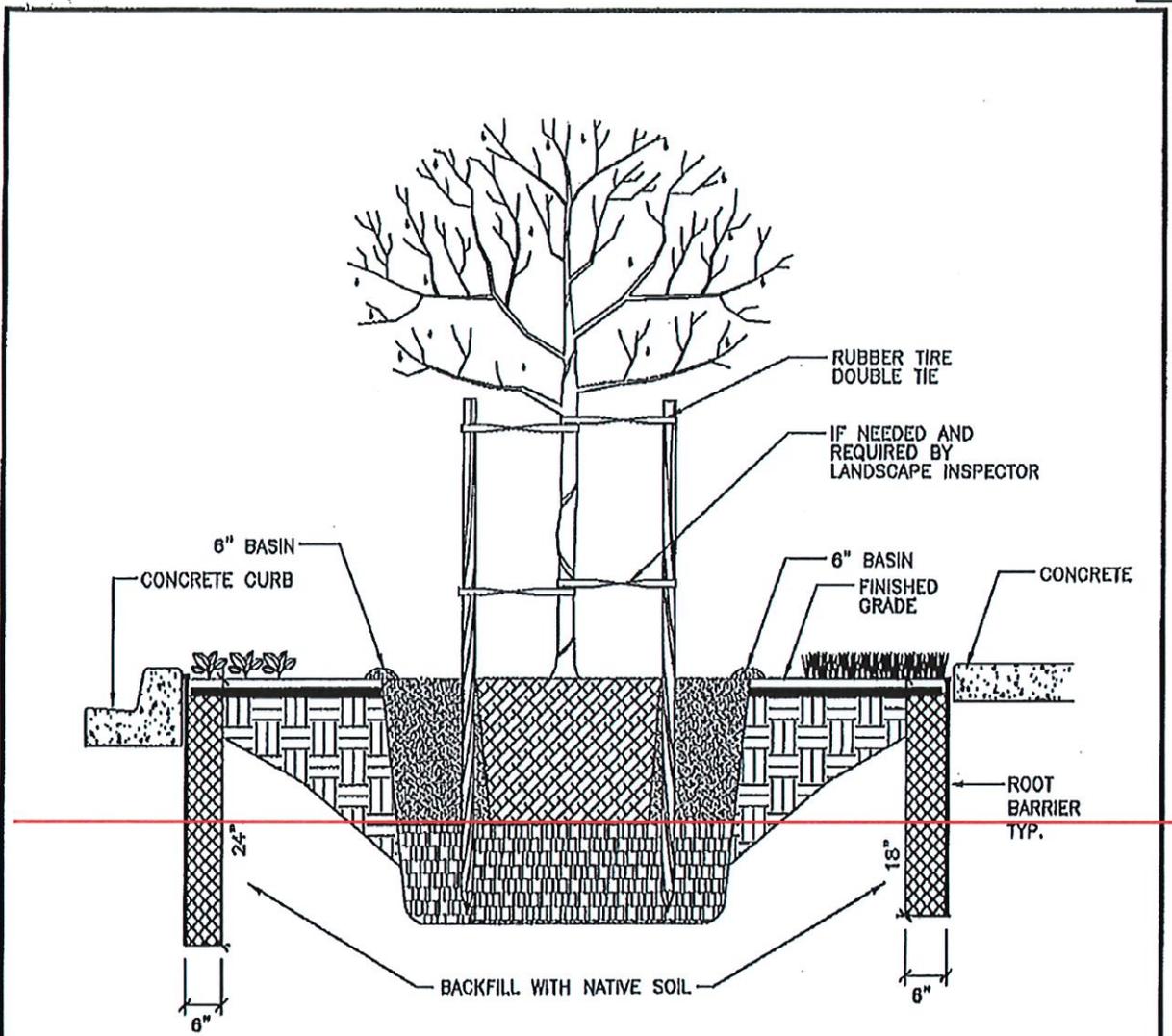
(Price change as of 8/22/2007.)

(Tree Replacement.)

(Tree Replacement and Removal Policies combined and modified 01/19/2007.)

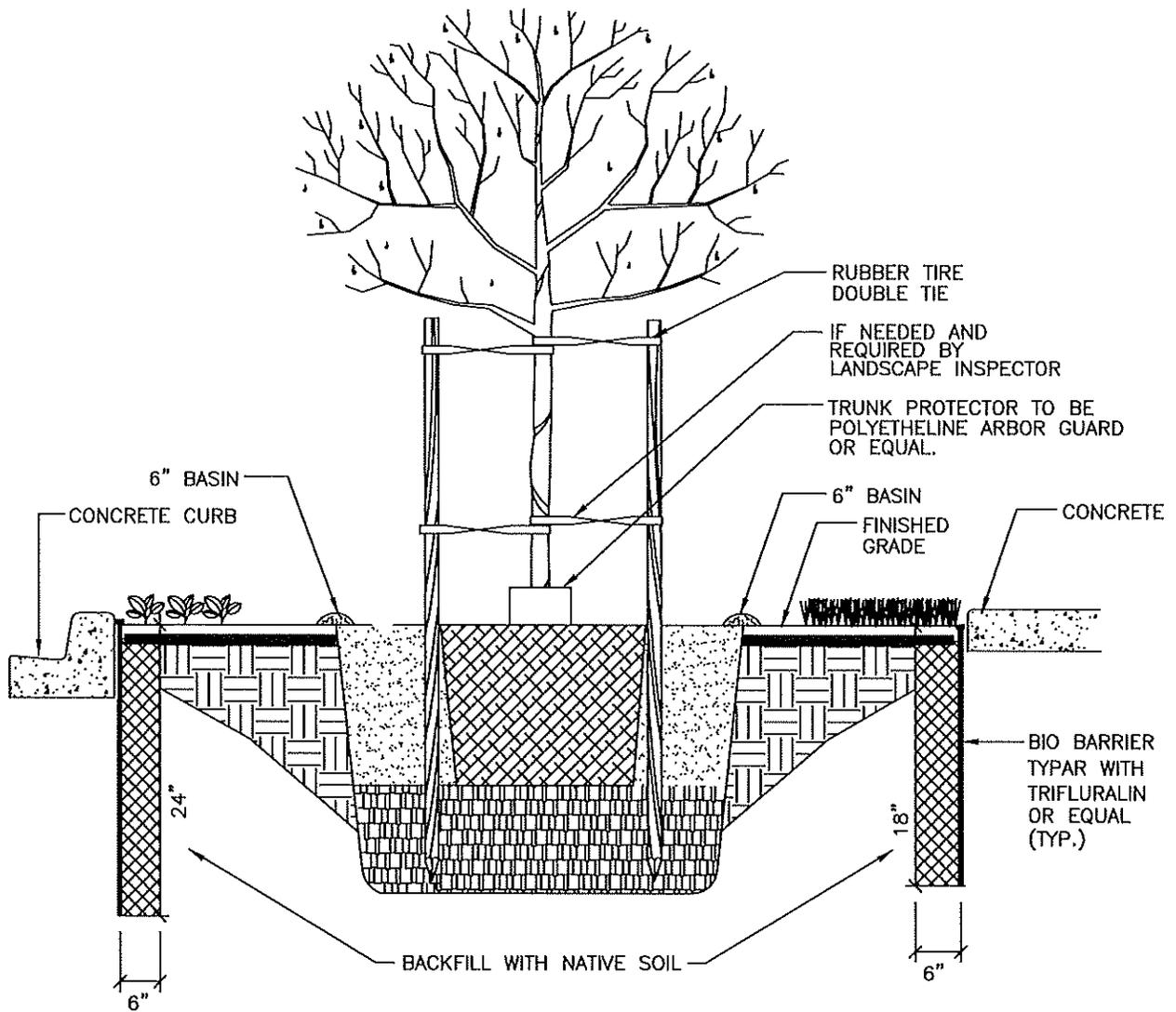
(Tree Removal Policy Adopted 06/07/1988.)

(Tree Replacement Policy Adopted 12/07/1982.)



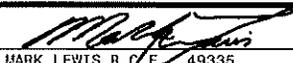
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 3. RAISED ROOT DEFLECTORS MUST BE FACING PLANTED AREA.
 4. PROVIDE A MIN. OF 12 FEET OF ROOT BARRIER EACH SIDE OF TREE TRUNK.
 5. ROOT BARRIER SHALL EXTEND A MIN. OF 18 INCHES BELOW GRADE ON WALK SIDE.
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 7. TREE PLANTING AND STAKING SHALL BE PERFORMED IN ACCORDANCE WITH STANDARD PLAN NOS. 603 THROUGH 808.

REVISIONS	CITY OF FOUNTAIN VALLEY	STANDARD PLAN NO. 607
	ROOT BARRIER	
	 APPROVED BY: MARK LEWIS R. C. E. 49335 CITY ENGINEER	DATE: 08/03/03
		SHEET 1 OF 1



NOTES:

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REVISIONS	CITY OF FOUNTAIN VALLEY	STANDARD PLAN NO.
	ROOT BARRIER	
	 APPROVED BY: MARK LEWIS R.O.E. 49335 CITY ENGINEER	DATE: 04/01/15
		SHEET: 1 OF 1

CITY COUNCIL POLICY
SOCIAL MEDIA FOR ELECTED AND APPOINTED PUBLIC OFFICIALS

ISSUE: SOCIAL MEDIA POLICY FOR ELECTED AND APPOINTED PUBLIC OFFICIALS

PURPOSE:

The City of Fountain Valley regards social media as a useful tool to communicate and engage with citizens. The City Council finds it necessary to provide a Council Policy to ensure elected and appointed members of Councils, Boards, Commissions, and Committees utilize social media technologies properly when communicating on behalf of the City.

Messages and content posted by Officials on social media platforms may constitute speech on behalf of the City, but such speech takes place on a non-City venue. Therefore, the City Council finds and intends that speech posted on social media platforms by Officials, and comments by the public posted on social media platform in response, do not create a public forum or limited public forum on any portion of the City's websites, equipment, or other such City property, or on any City-created, City-maintained, or City-sponsored social media platforms.

APPLICABILITY:

This policy shall apply to all individual members of the Fountain Valley City Council and to individuals appointed by the City Council to (1) City Boards, Commissions, or Committees (i.e., Planning Commission) or (2) Boards, Commissions, or Committees of other public agencies (i.e., Orange County Sanitation District). For clarification, because the Fountain Valley Community Foundation ("FVCF") is not a public agency, this policy does not apply to an individual appointed to the FVCF unless that individual is elected or appointed to another Council, Board, Commission, or Committee covered by this policy. Individuals to whom this policy applies shall be referred to as "Officials."

DEFINITIONS:

1. Social Media: Internet-enabled applications and web sites used to share information and provide feedback including, but not limited to, Twitter, Facebook, Instagram, Next Door, TikTok, WordPress, and Google.
2. Official Social Media Account Post: Any social media post on an account owned, created, or maintained by any Official, but excluding any City of Fountain Valley social media accounts, that is used to where the post routinely promotes, discusses, carries out, or references City-related business and/or activities and where the Official both: (1) possesses actual authority to speak on the City's behalf on a particular matter, and (2) purports to exercise that authority when speaking in the relevant social-media posts. Any such Official Social Media Account post may be considered by Courts to constitute state action in a public forum, subject to First Amendment requirements. Content posted on Official Social Media Accounts Posts may also be considered by Courts to constitute a public records subject to the California Public Records Act and California's records retention statutes.

3. Packingham v. North Carolina: United States Supreme Court decision that characterized social media platforms as “the modern public square” deserving of First Amendment protection.

3.4. Lindke v. Freed: United States Supreme Court decision holding that, in the context of social media, state action required to raise First Amendment scrutiny requires a Public Official to both: (1) possess actual authority to speak on the City’s behalf on a particular matter, and (2) purport to exercise that authority when speaking in the relevant social-media posts.

POLICY:

1. Per “*Packingham v. North Carolina*, *Lindke v. Freed*” and subsequent court decisions, an Official who utilizes a social media account to promote, discuss, carry out, or reference City-related business and / or activities may have created an Official Social Media ~~Account Post~~ where the Official both: (1) possesses actual authority to speak on the City’s behalf on a particular matter, and (2) purports to exercise that authority when speaking in the relevant social-media posts..

4.1.1. To help avoid creating an Official Social Media Post, it is recommended that Officials utilizing their personal social media accounts to discuss City business include a disclaimer such as “this is the personal page of [the Official]” or “the views expressed are strictly my own.”

2. ~~Where an Official Social Media Accounts-Post has been created, the and content posted therein are post and the officials social media account are~~ subject to the following provisions:

- 2.1 Officials are prohibited from blocking anyone attempting to access ~~an-the~~ Official’s Social Media Account because of a person’s viewpoint.
- 2.2 Officials are prohibited from deleting any comments ~~on-regarding~~ an Official Social Media ~~AccountPost~~.

3. ~~Deviations from Section 4.2.2 of this Policy, as it relates to c~~Content which can be removed from an Official’s Social Media ~~a~~Account, include: are allowable in the following instances:

- 3.1 Obscenity.
- 3.2 Commercial Speech.
- 3.3 Encouragement of illegal activity.
- 3.4 Information that could compromise the safety or security of the public, public facilities, or public employees or officers.
- 3.5 Content that violates a legal ownership of any party.

3.6 Content that is defamatory.

4. Officials utilizing ~~Official-S~~social ~~m~~Media ~~a~~Accounts that include Official Social Media Post(s) shall conduct themselves in an appropriate and professional manner.
5. Officials shall ensure that content they post on ~~Official-Social Media Accounts~~ that include Official Social Media Post(s) - is accurate and current.
6. No Official shall participate in any activity on an ~~Official-Social Media Account~~ that that includes an Official Social Media Post that:
 - 6.1 Promotes or exhibits hate, bias, discrimination, intimidation, "adult-oriented" material or material not suitable for viewing by persons of all ages, or material with defamatory content; or
 - 6.2 Violates any federal, state, or local privacy, copyright, trademark, records retention, accessibility, or other law or official government regulation, including, but not limited to, the First Amendment, the California Public Records Act, or the Ralph M. Brown Act.
7. When discussing upcoming official business:
 - 7.1. Any social media post must be a share of the official city post and not provide an opinion in any manner on a matter to come before City Council.
 - 7.2. A person page is no longer considered personal when ANY City Council related items are discussed on such page.



CITY COUNCIL POLICY

LABOR RELATIONS WITH CITY EMPLOYEES

ISSUE: **LABOR RELATIONS WITH CITY EMPLOYEES**

POLICY STATEMENT:

1. Pursuant to Government Code Section 3500 et seq., et seq., the City is required to meet and confer with representatives of recognized employee organizations regarding salaries, benefits, and other terms and conditions of employment.
2. The City has adopted a Resolution (No. 7224 9379), relating to Employer-Employee Relations within the City, for the purpose of implementing Government Code Section 3500 et seq.
3. Pursuant to Government Code Section 3500 et seq., and in accordance with the provisions of Resolution No. 7224 9379, the City will meet and confer with representatives of recognized employee organizations regarding wages, hours, and other terms and conditions of employment.

Robin Roberts-Rick Miller, City Clerk

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**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF FOUNTAIN VALLEY RELATING TO
EMPLOYER-EMPLOYEE RELATIONS WITHIN
SAID CITY**

WHEREAS, the Meyers Milias Brown Act, Government Code 3500 et seq. established the law between local agencies and its employees and authorized public entities to adopt reasonable rules and regulations pertaining thereto after consultation in good faith with recognized employee organizations; and

WHEREAS, the City Council adopted such reasonable rules and regulations in 1974 by Resolution No. 7221; and

WHEREAS, since that resolution the law has been amended and new changes have occurred requiring amendment to those rules and regulations, including but not limited to a new requirement for fact-finding; and

WHEREAS, the City's Municipal Employee Relations Representative has met with the recognized employee organizations regarding the following rules and regulations and the City Council does hereby desire to adopt these rules and regulations to supersede those set forth in Resolution No. 7221;

NOW, THEREFORE, the City Council of the City of Fountain Valley does hereby RESOLVE as follows:

ARTICLE I – TITLE OF RESOLUTION

This resolution shall be known as the "Employer-Employee Relations Resolution of the City of Fountain Valley".

ARTICLE II – STATEMENT OF PURPOSE

This Resolution implements Chapter 10, Division 4, Title 1 of the Government Code of the State of California (Sections 3500 et seq.), captioned "Local Public Employee Organizations", by providing orderly procedures for the administration of employer-employee relations between the City and its employee organizations. However, nothing contained herein shall be deemed to supersede the provisions of state law, ordinances, resolutions and rules which establish and regulate the merit and civil service system, or which provide for other methods of administering employer-employee relations. This Resolution is intended, instead, to strengthen the merit system, or which provide for other methods of administering employer-employee relations through the establishment of uniform and orderly methods of communications between employees, employee organizations and the City.

It is the purpose of this Resolution to provide procedures for meeting and conferring in good faith with Recognized Employee Organizations regarding matters that directly and significantly affect and primarily involve the wages, hours and other terms and conditions of employment of employees in appropriate units and that are not preempted

by federal or state law. However, nothing herein shall be construed to restrict any legal or inherent exclusive City rights with respect to matters of general legislative or managerial policy, which include among others: The exclusive right to determine the mission of its constituent departments, commission and boards; set standards of service; determine the procedures and standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other lawful reasons; determine the content of job classifications; subcontract work; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE 3 - DEFINITIONS

As used in and this resolution, the following terms shall have the meanings indicated:

- 3.01 - "**Appropriate Unit**" means a unit of employee classes or positions, established pursuant to Article 6 hereof.
- 3.02 - "**City**" means the City of Fountain Valley, and where appropriate herein, refers to the City Council or any duly authorized City representative as herein defined.
- 3.03 - "**Confidential Employee**" means an employee who, in the course of his/her duties, has access to confidential information relating to the City's administration of employer-employee relations.
- 3.04 - "**Consult/Consultation in Good Faith**" means to communicate orally or in writing with all effected employee organizations, whether exclusively recognized or not, for the purpose of presenting and obtaining view or advising of proposed actions in a good faith effort to reach a consensus; and as distinguished from meeting and conferring in good faith regarding matters within the required scope of such meet and confer process, does not involve an exchange of proposals and counterproposals with an exclusively recognized employee organization in an endeavor to reach agreement in the form of a Memorandum of Understanding, nor is it subject to Article 9 hereof.
- 3.05 - "**Day**" means calendar day unless expressly stated otherwise.
- 3.06 - "**Employee**" means any person regularly employed by the City except elected officials.
- 3.07 - "**Employer-Employee Relations**" means the relationship between the City and its employees and their employee organizations, or when used in a general sense, the relationship between management and employees or employee organizations.
- 3.08 - "**Employee, Management**" means employees having the responsibility for formulating, administering or managing the implementation of City policies

and programs including, but not limited to, all employees listed in Exhibit "A" attached hereto.

- 3.09 - "**Employee Relations Officer**" means the City Manager or his/her duly authorized representative.
- 3.10 - "**Employee, Supervisory**" means employees having authority, in the interest of the City, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly direct them or to adjust their grievances, or effectively to recommend any of the foregoing actions, if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.
- 3.11 - "**Exclusively Recognized Employee Organization**" means an employee organization which has been formally acknowledged by the City as the sole employee organization representing the employees in an appropriate representation unit pursuant to Article 6 hereof, having the exclusive right to meet and confer in good faith concerning statutorily required subjects pertaining to unit employees and thereby assuming the corresponding obligation of fairly representing such employees.
- 3.12 - "**Impasse**" means that the representatives of the City and a Recognized Employee Organization have reached a point in their meeting and conferring in good faith where their differences on matters to be included in a Memorandum of Understanding and concerning which they are required to meet and confer, remain so substantial and prolonged that further meeting and conferring would be futile.
- 3.13 - "**Mediation**" means the effort of an impartial third person functioning as an intermediary, to assist the parties in reaching a voluntary resolution to an impasse, through interpretation, suggestion and advice.
- 3.14 - "**Meet and Confer in Good Faith**" means the performance by duly authorized City representatives and duly authorized representatives of a recognized employee organization of their mutual obligation to meet at reasonable times and to confer in good faith in order to freely exchange information, opinions and proposals, and to endeavor to reach agreement on matters within the scope of representation. This does not compel either party to agree to a proposal or to make a concession.
- 3.15 - "**Municipal Employee Relations Representative**" means the City's principal representative in all matters of employee-employer relations.
- 3.16 - "**Proof of Employee Support**" means 1) an authorization card recently signed and personally dated by an employee, provided that the card has not been subsequently revoked in writing by the employee prior to its submission, or 2) a verified authorization petition or petitions recently signed and personally dated by an employee or 3) employee dues deduction authorization, using the payroll register for the period immediately prior to the

date a petition is filed hereunder, except that dues deduction authorizations for more than one (1) employee organization for the account of any one (1) employee shall not be considered as proof of employee support for any employee organization. The only authorization which shall be considered as proof of employee support hereunder shall be the authorization last signed by an employee. The works recently signed shall mean within six (6) months prior to the filing of a petition.

- 3.17 - **"Recognition"** means acknowledgment by the Municipal Employee Relations Representative that an employee organization is the exclusive representative of all the employees in an appropriate unit, except employees in such unit who have elected to represent themselves.
- 3.18 - **"Recognized Employee Organization"** means an employee organization which has been granted recognition by the Municipal Employee Relations Representative and the employee organization which has the right to meet and confer in good faith as the exclusive organizational representative of all members of an appropriate unit except those members in such unit who elect to represent themselves.
- 3.19 - **"Scope of Representation"** means all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours and other terms and conditions of employment. City rights, as defined in Article 5 herein, are excluded from the scope of representation.

ARTICLE 4 – EMPLOYEE RIGHTS

Section 4.01 – Rights Enumerated

Employees shall have the following rights:

- A. To form, join and participate in the activities of employee organizations of their own choosing for the purposes of representation on all matters of employee relations.
- B. To refrain from joining or participating in the activities of employee organizations.
- C. To represent themselves individually at any time in their employee relations.

Section 4.02 – Interference Prohibited

Neither the City, nor any employee organization, nor any employee, shall interfere with, intimidate, restrain, coerce, or discriminate against any employee or employees because of the rights guaranteed hereunder.

Section 4.03 – Management and Confidential Employees

Management and confidential employees who are members of employee organizations which represent employees who are not management or confidential employees shall

not represent such employee organizations on matters within the scope of representation.

Section 4.04 – Supervisory Employees

Supervisory employees who are members of employee organizations which represent employees who are not supervisory employees shall not serve as representatives of such organization in any stage of the grievance procedure.

Section 4.05 – No Strike Provision

Nothing herein shall be construed to give employees the right to strike, and any employee who, directly or indirectly by any means whatsoever, encourages, causes or participates in any strike, walkout, stoppage or retarding of work, or any other interference with the conduct of the City's operations, or who uses sick leave to accomplish said purposes, shall be subject to discharge or other disciplinary action in the sole discretion of the City.

ARTICLE 5 – CITY RIGHTS

Section 5.01 – Rights Enumerated

Except as otherwise specifically provided for in this resolution, or amendments or revisions thereto, the City has and retains the sole and exclusive rights and functions of management, including, but not limited to, the following:

- A. To determine the merits, necessity, nature or extent of services to be performed, as well as, the right to determine and implement its public function and responsibility, and the mission of its constituent departments, commissions and boards; and to determine budgets and appropriations of funds and to set municipal fees and charges.
- B. To manage all facilities and operations of the City, including the methods, means and personnel by which the City's operations are to be conducted.
- C. To schedule working hours, allot and assign work.
- D. To establish, modify or change work schedules or standards.
- E. To direct the working forces, including the right to hire, promote, demote, or transfer any employee.
- F. To determine the location of all plants and facilities.
- G. To determine the layout and the machinery, equipment or materials to be used.
- H. To determine processes, techniques, methods and means of all operations, including changes or adjustments of any machinery or equipment.
- I. To determine the size and composition of the working force.

- J. To determine the policy and procedure affecting the selection or training of new employees.
- K. To establish, assess and implement employee performance standards, including, but not limited to, quality and quantity standards; the assessment of employee performances; and the procedures for said assessment.
- L. To control and determine the use and location of City's property, material, machinery and equipment.
- M. To schedule the operation of and to determine the number and duration of shifts.
- N. To determine measures to promote safety and to protect health and property.
- O. To transfer work from one job to another or from one plant or unit to another.
- P. To introduce new, improved or different methods of operations, or to change the existing methods.
- Q. To relieve employees from duty for lack of work or for other reasons deemed legitimate by management.
- R. To reprimand, suspend, discharge or otherwise discipline employees for cause. The judgment of management shall govern except for an abuse of discretion.
- S. To establish and determine job classifications.
- T. To contract or subcontract construction, services, maintenance, distribution or any other work with outside public or private entities.
- U. To take such other and further action as may be necessary to organize and operate the City in the most efficient and economical manner for the best interest of the public it serves.

Section 5.02 – City's Designated Representative

The City Council hereby designates the City Manager, or his/her duly authorized representative, as the City's principal representative in all matters of employer-employee relations, with authority to meet and confer in good faith on matters within the scope of representation, also known as the Municipal Employee Relations Representative or Employee Relations Officer.

ARTICLE 6 – REPRESENTATION PROCEEDINGS FOR EMPLOYEE ORGANIZATIONS

Section 6.01 – Filing of Petition for Recognition

An employee organization which seeks to be formally acknowledged as an Exclusively Recognized Employee Organization representing the employees in an appropriate unit

shall file a petition with the Employee Relations Representative containing the following information and documentation within the time limits set forth in this Resolution:

- A. Name and address of the employee organization.
- B. Names and titles of its officers.
- C. Names of employee organization representatives who are authorized to speak on behalf of the organization.
- D. A statement that the employee organization has, as one of its primary purposes, representing employee in their employment relations with the City.
- E. A statement whether the employee organization is a chapter or local of, or affiliated directly or indirectly in any manner with a local, regional, state, national or international organization and, if so, the name and address of each such other organization.
- F. Certified copies of the employee organization's constitution and by-laws.
- G. A designation of those persons, not exceeding two (2) in number, and their addresses, to whom notice sent by regular United States mail will be deemed sufficient notice on the employee organization for any purpose.
- H. A statement that the employee organization recognizes that the provisions of Section 923 of the California Labor Code are not applicable to City employees, and that the organization does not and will not assert the right to call, engage in, encourage, assist or condone, in any manner, any strike, work stoppage, slow down, sick in, or other concerted refusal to work by employee of the City.
- I. A statement that the employee organization has no restriction on membership based on race, color, religion, creed, sex, national origin, age, sexual orientation, mental or physical disability or medical condition.
- J. The job classification or position titles of employees in the unit claimed to be appropriate and the number of member employees therein.
- K. A statement that the employee organization has in its possession written proof, dated within six (6) months of the date upon which the petition is filed, to establish that a majority of the employees in the unit claimed to be appropriate, have designated the employee organization to represent all employees in such unit in their employment relations with the City. Such written proof shall be submitted for confirmation to the Employee Relations Representative.
- L. A request that the Employee Relations Representative formally acknowledge the petitioner as the Exclusively Recognized Employee Organization representing the employees in the unit claimed to be appropriate for the purpose of meeting and conferring in good faith on all matters within the scope of representation.

The Petition, including the proof of employee support and all accompanying documentation, shall be declared to be true, correct and complete, under penalty of perjury, by the duly authorized officer(s) of the employee organization executing it.

Section 6.02 – City Response to Recognition Petition

Upon receipt of the Petition, the Employee Relations Officer shall determine whether:

- A. There has been compliance with the requirements of the Recognition Petition, and
- B. The proposed representation unit is an appropriate unit in accordance with Section 6.09 of this Resolution.

If an affirmative determination is made by the Employee Relations Officer on the foregoing two (2) matters, he/she shall so inform the petitioning employee organization, shall give written notice of such request for recognition to the employees in unit and shall take no action on said request for thirty (30) days thereafter. If either of the foregoing matters are not affirmatively determined, the Employee Relations Officer shall offer to consult thereon with such petitioning employee organization and if such determination thereafter remains unchanged, shall inform that organization of the reasons therefore in writing.

The petitioning employee organization may appeal such determination in accordance with Section 6.11 of this Resolution.

Section 6.03 – Open Period for Filing Challenging Petition

Within thirty (30) days of the date written notice was given to affected employees that a timely and valid recognition petition for an appropriate unit has been filed, any other employee organization may file a competing request to be formally acknowledged as the exclusively recognized employee organization of the employees in the same or in an overlapping unit (one which corresponds with respect to some, but not all the classifications or positions set forth in the recognition petition being challenged), by filing a petition evidencing proof of employee support in the unit claimed to be appropriate of at least thirty (30) percent and otherwise in the same form and manner as set forth in Section 6.01. If such challenging petition seeks establishment of an overlapping unit, the Employee Relations Officer shall call for a hearing on such overlapping petitions for the purpose of ascertaining the more appropriate unit, at which time the petitioning employee organizations shall be heard. Thereafter, the Employee Relations Officer shall determine the appropriate unit or units in accordance with the standards in Section 6.09. The petitioning employee organizations shall have fifteen (15) calendar days from the date notice of such unit determination is communicated to them by the Employee Relations Officer to amend their petitions to conform to such determination or to appeal such determination pursuant to Section 6.11.

Section 6.04 – Granting Recognition Without an Election

If the proof of support shows a timely request and that a majority of the employees in the appropriate unit have designated the petitioning employee organization to represent

them, and if no other employee organization filed a challenging petition, the petitioning employee organization and the Employee Relations Officer shall request the California State Mediation and Conciliation Service or another agreed upon neutral third party, to review the count, form, accuracy and propriety of the proof of support. If the neutral third party makes an affirmative determination, the Employee Relations Officer shall formally acknowledge the petitioning employee organization as the Exclusive Recognized Employee Organization for the designated unit.

Section 6.05 – Election Procedure

The Employee Relations Officer shall arrange for a secret ballot election to be conducted by a party agreed to by the Employee Relations Officer and the concerned employee organization(s), in accordance with such party's rules and procedures subject to the provisions of this Resolution. All employee organizations who have duly submitted petitions which have been determined to be in conformance with this Article shall be included on the ballot. The ballot shall also reserve to employees the choice of representing themselves individually in their employment relations with the City. Employees entitled to vote in such election shall be Employees entitled to vote in such election shall be those persons employed in regular permanent positions within the designated appropriate unit who were employed during the payroll period immediately prior to the date which ended at least fifteen (15) days before the date the election commences, including those who did not work during such period because of illness, vacation or other authorized leaves of absence and who are employed by the City in the same unit on the date of the election. An employee organization shall be formally acknowledged as the Exclusively Recognized Employee Organization for the designated appropriate unit following an election or run-off election if it received a numerical majority of all valid votes cast in the election. In an election involving three (3) or more choices, where none of the choices receives a majority of the valid votes cast, a run-off election shall be conducted between the two (2) choices receiving the largest number of valid votes cast; the rules governing an initial election being applicable to run-off election.

There shall be no more than one (1) valid election under this Resolution pursuant to any petition in a twelve (12) month period affecting the same unit.

In the event that the parties are unable to agree on a third party to conduct an election, the election shall be conducted by the California State Mediation and Conciliation Service.

Costs for conducting elections shall be borne in equal shares by the City and by each employee organization appearing on the ballot.

Section 6.06 - Duration of Recognition

When an employee organization has been recognized, such recognition shall remain in effect until such time as the recognized employee organization is decertified or the appropriate unit represented by such recognized employee organization is modified, as provided in Section 6.08.

Section 6.07 – Restriction on Representation

No employee shall be represented by more than one (1) recognized employee organization.

Section 6.08 – Procedure for Decertification of Exclusively Recognized Employee Organization

A Decertification Petition alleging that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in an established appropriate unit may be filed with the Employee Relations Representative only during the month of March of any year following the first full year of recognition or during the thirty (30) day period commencing one hundred twenty (120) days prior to the termination date of a Memorandum of Understanding then having been in effect less than three (3) years, whichever occurs later. A Decertification Petition may be filed by two (2) or more employees or their representative, or an employee organization and shall contain the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct and complete:

- A. The name, address and telephone number of the petitioner and a designated representative authorized to receive notices or requests for further information.
- B. The name of the established appropriate unit and of the incumbent Exclusively Recognized Employee Organization sought to be decertified as a representative of that unit.
- C. An allegation that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in the appropriate unit, and any other relevant and material facts relating thereto.
- D. Proof that at least thirty (30) percent of the employees in the established appropriate unit no longer desire to be represented by the incumbent Exclusively Recognized Employee Organization. Such proof shall be submitted for confirmation to the Employee Relations Officer or to a mutually agreed upon disinterested third party within the time limits specified in the first paragraph of this Section.

An employee organization may, in satisfaction of the Decertification Petition requirements hereunder, file a Petition under this Section in the form of a Recognition Petition that evidences proof of employee support of at least thirty (30) percent that includes the allegation and information required under paragraph C of this Section and otherwise conforms to the requirements of Section 6.01.

The Employee Relations Officer shall initially determine whether the Petition has been filed in compliance with the applicable provisions of this Article. If his/her determination is in the negative, he/she shall offer to consult thereon with the representative(s) of such petitioning employees or employee organization and if such determination thereafter remains unchanged, shall return such Petition to the employees or employee organization with a statement of the reasons therefore in writing. The petitioning

employees or employee organization may appeal such determination in accordance with Section 6.11 of this Article. If the determination of the Employee Relations Officer is in the affirmative, or if his/her negative determination is reversed on appeal, he/she shall give written notice of such Decertification or Recognition Petition to the incumbent Exclusively Recognized Employee Organization and to unit employees.

The Employee Relations Officer shall thereupon arrange for a secret ballot election to be held on or about fifteen (15) calendar days after such notice to determine the wishes of unit employees as to the question of decertification and if a Recognition Petition was duly filed hereunder, the question of representation. Such election shall be conducted in conformance with Section 6.05 of this Article.

If, pursuant to Section 6.08, a different employee organization is formally acknowledged as the Exclusively Recognized Employee Organization, such organization shall be bound by all terms and conditions of any Memorandum of Understanding then in effect for its remaining term.

Section 6.09 – Policy and Standards for Determination of Appropriate Units

The policy objectives in determining the appropriateness of units shall be the effect of a proposed unit on:

- A. The efficient operations of the City and its compatibility with the primary responsibility of the City and its employees to effectively and economically serve the public, and
- B. Providing employees with effective representation based on recognized community of interest considerations.

These policy objectives require that the appropriate unit shall be the broadest feasible grouping of positions that share an identifiable community of interests. Factors to be considered shall be:

- A. Similarity of the general kinds of work performed, types of qualifications required, and the general working conditions.
- B. History or representation in the City and similar employment; except however, that no unit shall be deemed to be an appropriate unit solely on the basis of the extent to which employees in the proposed unit have organized.
- C. Consistency with the organizational patterns of the City.
- D. Effect of differing legally mandated impasse resolution procedures.
- E. Number of employees and classifications, and the effect on the administration of employer-employee relations created by the fragmentation of classifications and proliferation of units.

- F. Effect on the classification structure and impact on the stability of the employer-employee relationship of dividing a single or related classifications among two (2) or more units.
- G. Which unit will assure employees the fullest freedom in the exercise of rights set forth under this Resolution.
- H. The effect of the unit on the efficient operation of the City and sound employer-employee relations.

Notwithstanding the foregoing provisions of this Section, managerial, supervisory and confidential responsibilities, as defined in Article 3 of this Resolution, are determining factors in establishing appropriate units hereunder, and therefore, managerial, supervisory and confidential employees may only be included in a units that do not include non-managerial, non-supervisory or non-confidential employees respectively. Managerial, supervisory and confidential employees may not represent any employee organization which represents other employees.

Peace Officers may be required to be represented in separate units composed solely of such peace officers. These units shall not be represented by an organization that, directly or indirectly, is subordinate to any other employee organization which includes non-peace officers.

The Employee Relations Officer shall, after notice to and consultation with affected employee organizations, allocate new classifications or positions, delete eliminated classifications or positions and retain, reallocate or delete modified classifications or positions from units in accordance with the provisions of this Section. The decision of the Employee Relations Officer shall be final.

Section 6.10 – Procedure for Modification of Established Appropriate Units

Requests by employee organizations for modifications of established appropriate units may be considered by the Employee Relations Officer only during the period specified in Section 6.08. Such requests shall be submitted in the form of a Recognition Petition and, in addition to the requirements set forth in Section 6.01, shall contain a complete statement of all relevant facts and citations in support of the proposed modified unit in terms of the policies and standards set forth in Section 6.09 hereof. The Employee Relations Officer shall process such petitions as other Recognition Petitions.

A petition for modification of an established unit may be filed by an employee organization with the Employee Relations Representative during the same period for filing a petition for decertification and petition for modification shall contain the following information:

- A. The name, address and telephone number of the petitioner and a designated representative authorized to receive notices or requests for further information.
- B. The name of the recognized employee organization that currently represents the employees in the established unit.

- C. An allegation that the established unit is no longer appropriate and all relevant facts in support of such allegations.
- D. Written proof that at least thirty (30) percent of the employees within the proposed unit have designated the petitioning employee organization to represent them in their employment relations with the City.

The Employee Relations Representative shall determine the appropriate unit which may be the existing, the proposed-modified unit, or some other appropriate unit.

After the Employee Relations Representative determines the appropriate unit arising out of the operation of this section, he/she shall then follow the procedures set forth in Section 6.09 for determining recognition rights in such unit.

The Employee Relations Officer may by his/her own motion propose that an established unit be modified. The Employee Relations Officer shall give written notice of the proposed modification(s) to any affected employee organization and shall hold a meeting concerning the proposed modification(s), at which time all affected employee organizations shall be heard. Thereafter the Employee Relations Officer shall determine the composition of the appropriate unit or units in accordance with Section 6.09 and shall give written notice of such determination to the affected employee organizations. The Employee Relations Officer's determination may be appealed as provided for in Section 6.12. If a unit is modified pursuant to the motion of the Employee Relations Officer hereunder, employee organizations may thereafter file Recognition Petitions seeking to become the Exclusively Recognized Employee Organization for such new appropriate unit or units pursuant to Section 6.01 hereof.

Section 6.11 – Appeals

An employee organization aggrieved by an appropriate unit determination of the Employee Relations Officer; or an employee organization aggrieved by a determination of the Employee Relations Officer that a Recognition Petition (Section 6.01), Challenging Petition (Section 6.03), Decertification Petition (Section 6.08), Unit Modification Petition (Section 6.10) or employees aggrieved by a determination of the Employee Relations Officer that a Decertification Petition (Section 6.08) has not been filed in compliance with the applicable provisions of Article 6, may, within ten (10) calendar days of notice of the Employee Relations Officer's final decision, request to submit the matter to mediation by the State Mediation and Conciliation Service, or may, in lieu thereof or thereafter, appeal such determination to the City Council for final decision within fifteen (15) calendar days of notice of the Employee Relations Officer's determination or the termination of mediation proceedings, whichever is later.

Appeals to the City Council shall be filed in writing with the City Clerk and a copy thereof served on the Employee Relations Officer. The City Council shall commence to consider the matter within thirty (30) calendar days of the filing of the appeal. The City Council may, in its discretion, refer the dispute to a third party hearing process. Any decision of the City Council on the use of such procedure, and/or any decision of the City Council determining the substance of the dispute shall be final and binding.

ARTICLE 7 – ADMINISTRATION

Section 7.01 – Submission of Current Information by Recognized Employee Organizations

All changes in the information filed with the City by an Exclusively Recognized Employee Organization under Items A-L of Section 6.01 of its Recognized Petition shall be submitted in writing to the Employee Relations Officer within fourteen (14) days of such change.

Section 7.02 – Employee Organization Activities, Use of City Resources

Access to work locations and the use of City paid time, facilities, equipment and other resources by employee organizations and those representing them shall be authorized only to the extent provided for in the Memorandum of Understanding and/or administrative procedures, shall be limited to lawful activities consistent with the provisions of this Resolution that pertain directly to the employer-employee relationship and not such internal employee organization business as soliciting membership, campaigning for office, and organization meetings and elections and shall not interfere with the efficiency, safety and security of City operations.

Section 7.03 – Administrative Rules and Procedures

The City Manager is hereby authorized to establish such rules and procedures as appropriate to implement and administer the provisions of this Resolution after consultation with affected employee organizations.

ARTICLE 8 - MEMORANDUM OF UNDERSTANDING

Section 8.01 – Terms and Conditions

All matters of employer-employee relations within the scope of representation for all employees in any unit represented by a recognized employee organization, or any individual employee representing himself/herself, shall remain the same from year to year unless on or before September 1 of each calendar year, proposals in writing identifying the areas within the scope of representation to be covered in negotiations are filed with the Municipal Employee Relations Representative by such recognized employee organization, or such individual employee.

Section 8.02 – Approval Of City Council

If agreement is reached by and between the Employee Relations Representative and the recognized employee organization, on matters within the scope of representation, they shall jointly prepare a written memorandum of agreement, which shall then be submitted to the City Council. Said agreement shall not be binding, nor of any force or effect, unless and until approved by the City Council.

ARTICLE 9 – IMPASSE PROCEDURES

Section 9.01 – Initiation of Impasse Procedures

If the meet and confer process has reached impasse as defined in Article 3 of this Resolution, either party may initiate the impasse procedures by filing with the other party a written request for an impasse meeting, together with a statement of its position on all issues. An impasse meeting shall then be scheduled promptly by the Employee Relations Officer. The purpose of such meeting shall be:

- A. To review the positions of the parties in a final effort to reach agreement on Memorandum of Understanding; and
- B. If the impasse is not resolved, to discuss arrangements for the utilization of the impasse procedures provided herein.

Section 9.02 – Impasse Procedures

If, after a reasonable period of time, the Employee Relations Representative and the representatives of the Exclusively Recognized Employee Organization have exhausted all possible means of reaching agreement, either party may, by written communication to the other, request voluntary mediation. Within ten (10) calendar days after receipt of the written request, the parties shall request the California State Conciliation Service to appoint a mediator. If the mediator is unable to resolve the impasse, all unresolved issues shall be submitted to the City Council which retains the right and responsibility of final decisions regarding wages, fringe benefits, hours, and all other terms and conditions of employment.

- A. If the parties agree to submit the dispute to voluntary mediation and agree on the selection of a mediator, the dispute shall be submitted to mediation. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues.
- B. If the parties fail to agree to submit the dispute to voluntary mediation or fail to agree on the selection of a mediator or fail to resolve the dispute through mediation within fifteen (15) calendar days after the mediatory commenced meeting with the parties, the parties agree to submit the impasse to fact-finding.

Section 9.03 – Advisory Fact-Finding

If the parties agree to submit the dispute to voluntary mediation, and if the parties fail to resolve the dispute within thirty (30) calendar days after the mediator's appointment, either party may request, in writing, no later than thirty-seven (37) calendar days after the mediator's appointment, that the parties' difference be submitted to a fact-finding panel.

Section 9.04 – Fact-Finding Panel

The fact-finding panel shall be selected, comprised, be paid for and follow the procedures and timelines described in the Meyers-Milias-Brown Act (Government Code

Section 3505.4, 3505.5 and 3505.7. The fact-finding panel shall consist of:

- A. One (1) member selected by the Exclusively Recognized Employee Organization.
- B. One (1) member selected by the City.
- C. Chairperson selected by the Public Employment Relations Board or by agreement of the parties.

The Public Employment Relations Board shall, within five (5) calendar days after the selection of panel members by the parties, select a chairperson of the fact-finding panel. Within five (5) calendar days after the board selects a chairperson of the fact-finding panel, the parties may mutually agree upon a person to serve as chairperson in lieu of the person selected by the Public Employment Relations Board.

The panel shall, within ten (10) days after its appointment, meet with the parties or their representatives, either jointly or separately and may make inquiries and investigations, hold hearing and take any other steps it deems appropriate. For the purpose of the hearings, investigations and inquiries, the panel shall have the power to issue subpoenas requiring the attendance and testimony of witnesses and the production of evidence.

In arriving at their finding and recommendations, the fact-finders shall consider, weigh and be guided by all of the following criteria:

- A. State and federal laws that are applicable to the City.
- B. Local rules, regulations or ordinances.
- C. Stipulations of the parties.
- D. The interests and welfare of the public and the financial ability of the public agency.
- E. Comparison of the wages, hours and conditions of employment of the employees involved in the fact-finding proceedings with the wages, hours and conditions of employment of other employees performing similar services in comparable public agencies.
- F. The consumer price index for goods and services, commonly known as the cost of living.
- G. The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment and all other benefits received.

- H. Any other facts not confined to those specific paragraphs (A-G) inclusive which are normally or traditionally taken into consideration in making the findings and recommendations.

Section 9.05 – Findings and Recommendations

If the dispute is not settled within thirty (30) calendar days after the appointment of the fact-finding panel or upon agreement by both parties within a longer period, the panel shall make findings of fact and recommend terms of settlement, which shall be advisory only. The fact-finders shall submit in writing, any findings of fact and recommended terms of settlement to the parties before they are made available to the public. The City shall make these findings and recommendations publicly available within ten (10) calendar days after their receipt.

Section 9.06 - Costs Associated with Fact-Finding

The costs for the services of the panel chairperson selected by the Public Employment Relations Board, including per diem fees, if any, and actual and necessary travel and subsistence expenses, shall be equally divided between the parties. The per diem fees shall not exceed the per diem fees stated on the chairperson's resume on file with the Public Employment Relations Board. The chairperson's, selected by the Public Employment Relations Board, bill showing the amount payable by the parties shall accompany his/her final report to the parties and the board. The chairperson selected by the Public Employment Relations Board may submit interim bills to the parties in the course of the proceedings and copies of the interim bills shall also be sent to the Public Employment Relations Board. The parties shall make payment directly to the chairperson.

Any other mutually incurred costs shall be borne equally by the City and the Exclusively Recognized Employee Organization. Any separately incurred costs for the panel member selected by each party shall be borne by that party.

Section 9.07 – Implementation

After mediation and fact-finding procedures have been exhausted but no earlier than ten (10) days after the fact-finders' written findings of facts and recommended terms of settlement have been submitted to the parties pursuant to Government Code Section 3505.5, the City may, after holding a public hearing regarding the impasse, implement its last, best and final offer but shall not implement a Memorandum of Understanding. The unilateral implementation of the City's last, best and final offer shall not deprive the Exclusively Recognized Employee Organization of the right each year to meet and confer on matters within the scope of representation, whether or not those matters are included in the unilateral implementation, prior to the adoption by the public agency of its annual budget or as otherwise required by law.

Section 9.08 – Mutual Agreement Required to Waive Timelines

The City and the Exclusively Recognized Employee Organization may mutually agree in writing to waive the timelines set forth in Article 9 or in State law.

ARTICLE 10 - NOTICE

Except in cases of emergency, the City shall give reasonable, written notice to each recognized employee organization of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City, and shall provide such recognized employee organization the opportunity to meet with the City.

In cases of emergency when the City determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with recognized employee organizations, the City shall provide opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution or regulation.

ARTICLE 11- PEACEFUL PERFORMANCE

Any Exclusively Recognized Employee Organization which, directly or indirectly, by any means whatsoever, engages in, induces, condones or encourages any employee to engage in a strike, sick in, walkout, stoppage, or retarding of work, or any other interference with the conduct of the City's operations, shall lose all rights hereunder, including but not limited to, suspension or revocation of recognition, cancellation of payroll deductions, prohibition of access to work or duty stations and bulletin boards.

Nothing in this Resolution shall be construed as making the provisions of California Labor Code Section 923 applicable to City employees or employee organizations, or of giving employees or employee organizations the right to participate in, support, cooperate or encourage, directly or indirectly, any strike, sickout or other total or partial stoppage or slowdown of work. In consideration of and as a condition of initial and continued employment by the City, employees recognize that any such actions by them are in violation of the conditions of employment except as expressly otherwise provided by legally preemptive state or contrary local law. In the event employees engage in such actions, they shall subject themselves to discipline up to and including termination and may be replaced to the extent such actions are not prohibited by preemptive law; and employee organizations may thereby forfeit rights accorded them under City law or contract.

ARTICLE 12 - CONSTRUCTION

The City Council may adopt such rules and regulations necessary or convenient to implement the provisions of this resolution and of Chapter 10, Division 4, Title 1 of the Government Code of the State of California. Nothing in this resolution shall be construed to deny any person or employee any rights granted by Federal or State laws. The rights, powers and authority of the City Council in all matters, including the right to maintain any legal action, shall not be modified or restricted by this resolution.

If any provision or portion thereof contained in this resolution, or the application thereof, to any person or circumstance is held to be unconstitutional, invalid, or unenforceable, the remainder of this resolution and the application of such provision, or portion thereof, to other persons or circumstances shall be deemed severable, shall not be affected, and shall remain in full force and effect.

The provisions of this resolution shall supersede and take precedence over the provisions of any prior resolutions minute orders or statements of policy by the City Council of the City of Fountain Valley dealing with the same subjects and matters as are covered herein.

Whenever written notice is required by this resolution, such notice shall deem to have been received on the day immediately following the day on which it was mailed (excluding Saturdays, Sundays, days and holidays on which the offices of the City are closed) provided the same was sent by first class or certified mail, postage prepaid to the City at 10200 Slater Avenue, Fountain Valley, CA 92708, or to any employee organization at its last address furnished to the City.

ARTICLE 13 -- SEVERABILITY

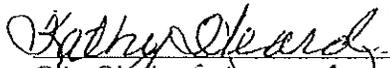
If any provision of this Resolution, or the application of such provision to any persons or circumstances, shall be held invalid, the remainder of this Resolution or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

ARTICLE 14 -- FULL FORCE AND EFFECT

The City Clerk of the City of Fountain Valley is hereby directed to certify to the passage of this resolution and thereupon and thereafter the same shall be in full force and effect.

PASSED AND ADOPTED at a regular meeting of the City Council this 21st day of August, 2012

ATTEST:


City Clerk (Deputy)


John J. Collins, Mayor

APPROVED AS TO FORM:

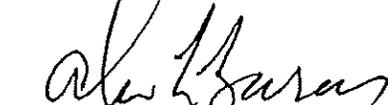

Alan Burns, City Attorney

EXHIBIT "A"

DESIGNATION OF REPRESENTATION UNITS
AND UNREPRESENTED CLASSIFICATIONS

The City Council determines that the following are the appropriate representation units:

Professional/Technical Unit (Designated as Management Employees)

City Engineer/Traffic Engineer	Management Analyst
Community Services Manager	Management Specialist
Community Services Supervisor	Planner
Deputy City Engineer	Principal Civil Engineer
Deputy Fire Marshal	Public Services Supervisor
Engineering Associate	Purchasing Manager
Environmental Services Administrator	Senior Civil Engineer
Field Services Manager	Sewer/Storm Drain Supervisor
General Services Manager	Support Services Supervisor
Housing Coordinator	Transportation Manager/Traffic Engineer
Information Systems Manager	Utilities Manager
Internal Services Supervisor	Water Supervisor

Fountain Valley General Employees' Association

Accountant	Fire Prevention Analyst
Accounting Technician I	Fire Prevention Specialist
Accounting Technician II	Housing Technician
Administrative Specialist	Identification Technician
Assistant Engineer	Information Systems Technician
Assistant Planner	Lead Dispatcher
Assistant Community Services Supervisor	Lead Records Clerk
Building Inspector	Management Aide
Building Technician	Office Specialist I
Code Enforcement Officer	Office Specialist II
Combination Building Inspector	Offset Press Operator/Stores Clerk
Community Services Officer	Personnel Assistant
Crime Scene Investigator Supervisor	Plan Check Engineer
Customer Service Representative -- Business License	Property Clerk
Customer Service Representative -- Utility Billing	Public Works Inspector
Deputy City Clerk	Records Clerk I
Dispatcher	Records Clerk II
Division Secretary	Recreation Coordinator

Emergency Preparedness Coordinator
Engineering Technician I
Engineering Technician II
Engineering Technician III
Executive Assistant to the City Manager
File Clerk

Secretary
Secretary to the City Council
Senior Building Inspector
Senior Permit Technician
Senior Secretary
Supervising Records Clerk

Fountain Valley Municipal Employees' Association

Equipment Operator I
Equipment Operator II
Equipment Operator II – Water
Foreman
Foreman – Fleet
Foreman – Utilities
Maintenance Worker II
Maintenance Worker II-Chemical
Applicator

Maintenance Worker II – Water Certified
Mechanic
Meter Reader
Sprinkler Technician II
Sweeper Operator
Tree Trimmer
Water Quality Technician
Water System Operator

Fountain Valley Police Officers' Association

Police Officer
Police Sergeant

Fountain Valley Peace Officers' Management Unit (Designated as Management Employees)

Police Lieutenant
Police Captain

Fountain Valley Firefighters' Association IAFF Local 4530

Firefighter
Fire Engineer
Fire Captain

Individually Represented Battalion Chiefs (Designated as Management Employees)

Battalion Chief

The City Council designates the following classifications as "unrepresented classifications"

Administrative Officers (Designated as Management Employees)

City Manager	Finance Director
Chief of Police	Fire Chief
Director of Public Works	Planning/Building Director

Professional/Technical (Designated as Management Employees)

Accounting Manager	Management Analyst (Personnel and City Manager's Office)
Assistant to the City Manager	Personnel Manager
City Clerk	

Part-Time, At-Will

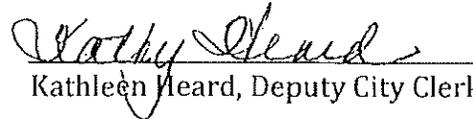
Accounting Technician	Planning Intern
Administrative Intern	Police Aide
Administrative Specialist	Police Reserve Officer
Customer Service Representative- Business License	Police Services Specialist
Dispatcher	Recreation Leader I
Information Systems Technician	Recreation Leader II
Lifeguard	Recreation Coordinator
Office Specialist	Recreation Specialist
Parking Control Officer	Temporary Laborer
Personnel Aide	

VOTE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF FOUNTAIN VALLEY)

I, Kathleen Heard, Deputy City Clerk of the City of Fountain Valley, do hereby certify that the foregoing Resolution was adopted at the Council meeting held on August 21, 2012 by the following vote, to wit:

AYES: CRANDALL, NAGEL, VO, MCCURDY, COLLINS
ABSENT: NONE
NOES: NONE


Kathleen Heard, Deputy City Clerk

CITY COUNCIL POLICY
Complaints against Council Members

ISSUE:

Addressing Complaints against City Council Members

PURPOSE:

This Policy addresses complaints against City Council Members except complaints of discrimination or harassment. This policy is a recommended procedure; it is not mandatory. The City Council retains complete discretion and authority regarding investigation of complaints against, and regulation of, Council Members.

- A. If it is believed a City Council Member violated any law, regulation, policy, rule of ethics, or other code of conduct, a formal written complaint may be submitted to the Mayor specifically stating the violation alleged and naming the Council Member who committed the violation. If the complaint is against the Mayor, it shall be submitted to the Vice Mayor. If the complaint is against the Mayor and Vice Mayor, it may be submitted to any Council Member.**
- B. Staff shall not be involved in investigating or advising on the substance of the allegations or investigation. Staff can assist with ministerial, procedural, non-substantiative matters.**
- C. The Mayor, Vice Mayor, or Council Member (as applicable) who received the complaint shall direct the City Clerk to randomly select an ad hoc committee of two Council Members to review the complaint. The Council Member who is the subject of the Complaint, and the Council Member who submitted the complaint, if any, shall be excluded from participating in the ad hoc committee. If four Council Members are excluded, the remaining Council Member may conduct the investigation. If all Council Members are excluded, the investigation will be conducted by an outside investigator.**
- D. The ad hoc committee (as used here and below, "ad hoc committee" shall refer to the remaining Council Member or independent investigator, when applicable) shall review the complaint and, after reviewing the complaint, may take any action deemed prudent (including directing the City Manager to engage an outside investigator / attorney / or other consultant) to investigate whether a violation occurred.**
- E. Upon conclusion of the investigation, the ad hoc committee shall make findings as to whether a violation occurred. The ad hoc committee will provide the entire City Council, including the Member who is the subject of the complaint and Member who made the complaint (where applicable), with its findings.**

F. If the ad hoc committee determines that a violation occurred, the ad hoc committee can then take action to correct the violation and/or prevent future violations. The first action should be that the accused Council Member receive guidance from the ad hoc committee regarding the violation, including a warning that, if the Council Member continues such violation, sanctions against that Council Member may occur, including:

- (1) Public reprimand or censure by the City Council;
- (2) Loss of committee, commission, or other assignments (both within the city or other intergovernmental agencies);
- (3) Removal from the office appointed by the City Council;
- (4) Loss of appointment or removal from the Mayor or Vice Mayor position; or
- (5) Other sanctions deemed appropriate by a majority vote of the City Council.

G. If a Council Member continues with the same or similar violations, and a formal written statement is again submitted to the City Clerk, the City Clerk shall provide that statement to the entire City Council. Any Council Member can then request that the item be added to a future agenda, following the City's procedure for Council Member requests to add agenda items for future consideration, for discussion and action on an appropriate course of action, including further investigation, sanctions, or any other action deemed appropriate.

_____ City Clerk

(Adopted: XXX, 2026)

CITY COUNCIL POLICY
LANGUAGE ACCESS POLICY

ISSUE:

LANGUAGE ACCESS DURING CITY COUNCIL MEETINGS

PURPOSE:

This policy establishes guidelines and procedures necessary to make languages other than English available to any residents that require language translation to participate in City Council meetings.

POLICY STATEMENT:

The City will make reasonable efforts to notify the public about its limited English proficiency policies for department programs and services and how to access language assistance services. This policy is not intended to supersede or alter other rules and legal standards relating to translation obligations.

Applicable Languages in Fountain Valley

English*

Spanish*

Vietnamese*

TRANSLATION OF MATERIALS

The City Clerk, or her/his designee, shall procure translation services, in accordance with the City's Contract Procurement policies, for the purpose of translating written materials for City departments and/or providing translations for public meetings as needed.

The City Clerk will track the use of interpreter services through invoicing of vendors and other records associated with translation services.

The City Clerk will prioritize which written communications should be translated. Priority depends upon the importance of the program, information, or service involved as determined by the authoring department. Departments should consult with the City Clerk when deciding whether to translate certain types of documents. The City's written communication that may be translated includes, but is not limited to:

- Notices related to health and safety concerns
- Administrative complaints, release, or waiver forms
- Claims or application forms
- Letters of findings
- Public outreach or educational materials

- Letters or notices pertaining to statutes of limitations, referrals to other agencies, a decision to decline to investigate a case or matter, or closure of an investigation, case or matter
- Written notices of rights, denial, loss, or decreases in benefits or services, administrative or other hearings
- Forms or written material related to individual rights
- Notices of community meetings or other sensitive community outreach
- Notices regarding the availability of language assistance services provided at no cost to limited English proficiency customers
- Certain consent orders, decrees, memoranda of agreement, or other types of pleadings or litigation materials, within the discretion of the department

WEBSITE

The City's website shall contain a written notice regarding translation of material. The City shall ensure that the City's website (www.fountainvalley.gov) has a translate feature available to ensure that web content can be translated, at a minimum, to the recognized languages identified in this policy.

City Clerk

(Originally adopted XXX, 2026)

MILITARY LEAVE AND RELATED MATTERS

ISSUE: _____

MILITARY LEAVE AND RELATED MATTERS

POLICY STATEMENT: _____

~~To provide procedural guidelines for wage and benefits continuation for employees on Military Leave in compliance with California Military and Veterans Code Section 395 et seq. The purpose of this policy is to provide management and employees with a reference document to provide answers in accordance with federal or state laws. Except as expressly modified by the wage continuation provisions for those employees called to involuntary active duty, the provisions of federal and state law shall control.~~

DEFINITIONS:

- ~~▪ **Military Reservist:** Pursuant to California Military and Veterans Code Section 395 et seq, a public employee who is a member of the reserve corps of the Armed Forces of the United States or of the National Guard or the Naval Militia is entitled to certain benefits as provided herein.~~
- ~~▪ **Employee:** This City Council Policy applies to all employees who are current members of the military reserve, as defined in this section, who have completed a minimum of one year of continuous service with the City of Fountain Valley. In accordance with state law, military service may be counted as public service.~~

~~Note the only exception is for employees who are current members of the National Guard called to duty during such time as the Governor may have issued a proclamation of a state of extreme emergency or during such time as the National Guard may be on active duty as noted in the California Military and Veterans Code Section 395.05. In such cases, the employee would be eligible for a period not to exceed 30 calendar days, salary and continuation of vacation accrual and holiday benefits irrespective of the length of his/her public agency service.~~

- ~~▪ **Active Duty (also known as “Military Leave”):** Military service on a full time basis (regardless of the duration) with any of the Armed Forces of the United States or of the National Guard or of the Naval Militia.~~

~~Active duty may include mandatory active military training, encampment, naval cruises, and special exercises or like activity. Persons on active duty are subject to military law and jurisdiction in all respects regardless of their assignment to either the regular or reserve forces.~~

- ~~▪ **Temporary Military Leave:** Pursuant to California Military and Veterans Code Section 395, temporary military leave of absence as provided by federal law is defined as ordered, mandatory military duty for purposes of active military training, inactive duty training, encampment, naval cruises, special exercises or like activity, provided the period of ordered~~

duty does not exceed 180 calendar days, including time involved in going to and returning from that duty.

- ~~▪ **Reserve Drill Period:** Employee military reservists, as defined herein, hired after February 19, 2002, required to attend scheduled reserve drill periods or weekend drills will be eligible for non-paid military leave to attend such scheduled drills. Subject to Department Director approval, the employee may adjust his/her work schedule to accommodate his/her leave for the drill period. If the employee is not able to adjust his/her work schedule, he/she may use accrued leave including vacation or compensatory leave or administrative leave, if applicable, while on such leave. If the employee cannot adjust his/her schedule and does not use accrued vacation or compensatory leave or administrative leave, he/she will not receive compensation while off work to attend scheduled reserve drill periods.~~

~~Employee military reservists, hired before February 19, 2002, required to attend scheduled reserve drill periods or weekend drills will be eligible for paid military leave to attend such scheduled drills as long as the employee has made every effort to change shifts but was unable to do so and the scheduled drill was mandatory. The employee would be paid the difference between his/her City pay (including specialty and other applicable pays) and military pay as long as the employee submits required documentation detailing the period of leave and military compensation paid. The employee shall provide notification to the Personnel Department as soon as possible before the leave is to commence by submitting the completed Declaration of Weekend Drills/inactive Duty form to Personnel. The employee will be required to complete the Declaration of Weekend Drills/inactive Duty form estimating the gross regular base pay the employee expects to receive from the United States. Until a copy of the Military Leave and Earnings Statement or other official documentation is received, the Declaration form will be used to calculate the amount of the wage statement. The employee will be required to submit copies of the Military Leave and Earnings Statement immediately to the Personnel Department upon receipt. Wage supplements will be calculated with any applicable deductions or withholdings applied to the difference and any necessary adjustments or corrections will be made accordingly.~~

~~Note for employee military reservists hired before February 19, 2002, the special provisions for paid military leave to attend mandatory, scheduled reserve periods or weekend drills is only applicable during the employee's current (effective as of February 19, 2002) enlistment commitment. If the employee elects to extend his/her enlistment beyond the current period, he/she will no longer, as of the effective date of the re-enlistment, be eligible for paid military leave to attend mandatory scheduled reserve periods or weekend drills but will receive the same provisions as for those employees hired after February 19, 2002.~~

- ~~▪ **30 Calendar Days:** For purposes of wage continuation, 30 calendar days is measured by what the employee would have earned in the same 30-day period as a public employee if he/she had continued to work and includes weekends and holidays in a calendar year. Thirty (30) calendar days is measured by the total number of days on the calendar the employee was away from work on military leave. For payroll purposes, 30 calendar days for 40-hour per week employees is equivalent to 173 hours and for 56-hour per week employees is equivalent to 243 hours.~~

- ~~**Gross Regular Base Salary:** The gross base monthly salary that the employee receives for his/her classification as an employee of the City of Fountain Valley. The gross regular base pay does not include specialty assignment, Peace Officers Standards and Training (P.O.S.T.) certification pay, special certification pay, uniform allowance, overtime or any other additional compensation.~~

EMPLOYER OBLIGATIONS:

~~In accordance with the California Military and Veterans Code Section 395 et seq, the City of Fountain Valley will provide wage continuation benefits to employees who are military reservists and who are on military leave of absence. Such employees will receive up to 180 calendar days of military leave of absence for involuntary active duty in time of war, armed conflict, United Nations Resolution or imminent danger.~~

- ~~**Wage Continuation:** Employees called to mandatory active duty will receive wage continuation of their gross regular base salary for a maximum of 30 calendar days while on active duty/military leave of absence within a fiscal year. Employees called to mandatory temporary military leave, will receive wage continuation of their gross regular base salary for a maximum of 30 calendar days within a fiscal year. Each employee will, therefore, be eligible for a maximum of 30 calendar days wage continuation of their gross regular base salary for active duty and a maximum of 30 calendar days wage continuation of their gross regular base salary for temporary military leave within a fiscal year. Voluntary, not mandated, active duty or temporary military leave will not be compensated. Employee documentation submitted is subject to employer verification.~~

~~Employees' leave for regularly scheduled reserve drill periods (weekend drills) for employees hired after February 19, 2002 is not considered active duty or temporary military leave and the employee will not be compensated for such absences. However, such employees may adjust his/her work schedule to accommodate his/her leave for the drill period subject to Department Director approval. If the employee is not able to adjust his/her work schedule, he/she may use accrued vacation or compensatory leave or administrative leave, if applicable, while on such leave. If the employee cannot adjust his/her schedule and does not use accrued vacation or compensatory leave or administrative leave, if applicable, he/she will not receive compensation from the City while off work to attend scheduled reserve drill periods (weekend drills).~~

~~Employees' leave for regularly scheduled reserve drill periods (weekend drills) for employees hired before February 19, 2002 is not considered active duty but is considered temporary military leave and the employee will be compensated for such absences for a maximum of 30 calendar days within a fiscal year for all combined temporary military duty subject to the provisions as noted below. The employee on such leave would be paid by the City as long as the employee has made every effort to change shifts but was unable to do so. Such an employee would be paid the difference between his City pay (including specialty and other applicable pays) and military pay as long as the employee submits required documentation detailing the period of leave and military compensation paid.~~

- ~~**Benefits Accrual Continuation:** While on military leave of absence, the employee shall for up to 180 calendar days per fiscal year when called to military leave of absence for involuntary active duty in time of war, armed conflict, United Nations Resolution or imminent danger receive the same vacation accrual, sick leave accrual and holiday pay and the same rights and privileges to promotion and continuance in office that the employee would have been entitled to if not on leave, provided the employee has been in public agency service for at least one year.~~
- ~~**Medical and Dental Benefits Continuation:** While on active duty and temporary military leave of absence, the City will provide continued medical coverage for the employee and his/her dependents covered under the City's medical plan prior to the employee being called to active duty or temporary military leave of absence and the employee's dental coverage for a period not to exceed a total of 180 calendar days. The City will continue to contribute up to the maximum City contribution for employees in that bargaining unit and the employee will continue to pay for any premiums in excess of the maximum City contribution. Note that the employee may continue dependent dental coverage for those dependents covered under the City's dental plan prior to the employee being called to active duty or temporary military leave; however, the employee will continue to be required to pay the dependent dental premium.~~

~~Upon termination of medical and dental benefits effective the 182nd calendar day of active duty and temporary military leave of absence, the employee and his/her dependents are eligible to elect continued coverage at the employee's expense under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). Upon expiration of benefits, the employee will be notified of their right to elect COBRA benefits and, if elected, will be required to pay the full premium plus all administrative costs associated with COBRA coverage to continue medical and dental coverage.~~

- ~~**Retirement Benefits:** In accordance with 38 U.S.C. Section 4318 (b)(1), upon re-employing an employee returning from military leave the City will contribute the same amount to the retirement plan that would have been contributed had the employee not left as long as the employee returns to employment with the City within six months of honorable discharge from active duty in accordance with State Government Code Section 20990 through 20998. Furthermore, in accordance with 38 U.S.C. Section 4318 (a)(2)(A), the employee shall be treated as not having incurred a break in service.~~
- ~~**Involuntary Active Duty in Time of War, Armed Conflict, United Nations Resolution or Imminent Danger:** An employee called to involuntary active duty in time of war, armed conflict, United Nations Resolution or imminent danger, will be eligible to receive wage continuation beyond the first 30 calendar days in a fiscal year. Such an employee called to active duty, upon completion of the first 30 calendar days in a fiscal year of wage continuation, will receive the difference between his/her gross regular base military pay and his/her gross regular base salary with the City to ensure wage continuation for a period not to exceed 150 calendar days in a fiscal year. This benefit is provided over and above what is required by federal and state laws.~~
- ~~**Special Consideration:** The City Council or its designee (City Manager) will have the authority to give special consideration, including providing additional benefits, under special~~

~~circumstances determined on a case-by-case basis. Additional benefits would be to extend wage continuation and City contributions to medical and dental benefits up to 365 days. Wage continuation will be the difference between the employee's gross regular base military pay and the employee's gross regular base with the City. Medical and dental benefits continuation will include continued City contributions up to the maximum paid to employees in the bargaining unit though the employee will continue to pay for any premiums in excess of the maximum City contribution and for dependent dental premiums.~~

- ~~**Re-employment Rights of Employees Returning from Military Leave:** In accordance with 38 U.S.C. 4312, employees returning from military leave are entitled to re-employment rights if:~~

- ~~The person has given advance written or verbal notice of such military service to the City;~~
- ~~The cumulative length of absence and of all previous absences from a position of employment with the City by reason of military service does not exceed five years; and~~
- ~~The returning veteran reports to, or submits a written notice, to the City in accordance with the notice provisions below:~~
 - ~~An employee who has been on active duty for less than thirty-one (31) calendar days must notify the City of his/her intent to return to work no later than the beginning of the first full regularly scheduled work period on the first full calendar day following the completion of the period of service, or if through no fault of his/her own, the employee cannot report as set forth above, he/she must do so as soon as possible.~~
 - ~~An employee who has been on active duty for more than thirty (30) calendar days but less than 181 calendar days must submit an application for re-employment with the City not later than fourteen (14) calendar days after the completion of the service, or if through no fault of his/her own, the employee is unable to serve the notice in the manner described, then he/she must do so by the first full calendar day when submission of the application is possible.~~
 - ~~An employee who has been on active duty for more than 180 calendar days, must submit an application for employment no later than ninety (90) calendar days after the completion of the service.~~
 - ~~If an employee is hospitalized, convalescing or recovering from an illness or injury incurred or aggravated during the active duty, the employee must report at the end of the period needed for recovery, up to two years, unless the ability to report within the two-year period is impossible or unreasonable due to circumstances beyond the employee's control.~~
 - ~~The employee re-employment rights are subject to all provisions of 38 U.S.C. Section 4312 including employer rights to refuse re-employment.~~

EMPLOYEE OBLIGATIONS:

~~The employee shall notify his/her supervisor and the Personnel Department so far in advance, as is reasonably possible, of the employee's scheduled military duty and training including reserve drill periods. The employee shall also provide the City with adequate documentation including copies of official orders and other related information support requests for military leave, compensation and re-employment and to submit completed forms as required within the timeframe specified.~~

~~Upon release from military leave, the employee shall notify the City in accordance with the provisions as noted in this policy.~~

City Clerk

~~(Originally adopted February 19, 2002.)~~



**MINUTES OF THE
CITY COUNCIL/ SUCCESSOR AGENCY TO THE FOUNTAIN
VALLEY AGENCY
FOR COMMUNITY DEVELOPMENT/ FOUNTAIN VALLEY
HOUSING AUTHORITY**

**Closed Session 4:30 p.m.
Study Session 5:30 p.m.
Regular Meeting 6:00 p.m.
Tuesday, February 3, 2026
Council Chambers**

CLOSED SESSION

CALL TO ORDER

4:30 p.m.

PUBLIC COMMENTS

(Closed Session matters only)

1. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

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

There was no reportable action.

STUDY SESSION

CALL TO ORDER

5:30 p.m.

PUBLIC COMMENTS

None

1. Discussion Regarding the Changing of Council Meeting Dates when Preceded by a City Recognized Monday Holiday – Presentation by Rick Miller, City Clerk

Rick Miller presented the options for the City Council regarding changing City Council Meeting dates when a council meeting occurs after a city holiday. The City Council took no action on this item.

OPEN SESSION

CALL TO ORDER

6:00 p.m.

INVOCATION

Honorable Thich Thong Hai - Faith leader
representing the Buddhist community

SALUTE TO THE FLAG

Vice Mayor Patrick Harper

CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY/ ROLL CALL

Council Members Present: Bui, Constantine, Grandis, Vice Mayor/Vice Chair Harper, Mayor/Chair Cunneen

All present

ANNOUNCEMENT OF SUPPLEMENTAL COMMUNICATIONS

Item number 1 had minor corrections to the minutes.

CITY MANAGER / MAYOR UPDATE

City Manager Maggie Le and Mayor Cunneen provided their updates.

PRESENTATIONS

- Recognition of Tam Nguyen and Jan Nguyen on being named as members of the 125 Most Influential People in Orange County for 2025 – Presentation by Mayor Cunneen

Mayor Cunneen recognized Tam Nguyen for his recognition as one of Orange County's 125 Most Influential People in 2025. Jan Nguyen was unable to attend.

- Recognition of Former Planning Commissioner Richard Lopez – Presentation by Mayor Cunneen

Mayor Cunneen recognized Richard Lopez for his work on the Planning Commission and thanked him for his 5 years of service.

FIRST CITY COUNCIL/ SUCCESSOR AGENCY/ HOUSING AUTHORITY/ PUBLIC COMMENTS

(Unscheduled Matters Only)

Michelle Johnson, Harvey Liss, Vicki Johnson, Mike Rough, Susan Sonne, Bill Spear, Ben Nielsen, Katy Wright, Dee, Evan Jorgensen

CONSENT CALENDAR

1. Receive and File the Draft Minutes of the January 20, 2026 Regular City Council Meeting

ACTION: Move to Receive and File the Draft Minutes of the January 20, 2026 Regular City Council Meeting

MOTION: Constantine SECOND: Grandis

AYES: Bui, Constantine, Grandis, Harper, Cunneen

NOES: None

ABSENT: None
ABSTAIN: None

2. Item pulled by Council Member Bui

Approve the City of Fountain Valley Register of Demands for the period of 1/8/2026 to 1/21/2026

ACTION: Move to Approve the City of Fountain Valley Register of Demands for the period of 1/8/2026 to 1/21/2026

MOTION: Grandis SECOND: Constantine

AYES: Bui, Constantine, Grandis, Harper, Cunneen
NOES: None
ABSENT: None
ABSTAIN: None

3. Approval of Agreement with D & B Umpires to Provide Officiating and Electronic Scorekeeping for the Adult Softball Program (RFP 25.015)

ACTION: Move to Approve an Agreement with D & B Umpires to Provide Officiating and Electronic Scorekeeping for the Adult Softball Program (RFP 25.015)

MOTION: Constantine SECOND: Grandis

AYES: Bui, Constantine, Grandis, Harper, Cunneen
NOES: None
ABSENT: None
ABSTAIN: None

4. Approve the City of Fountain Valley's Participation in the Fiscal Year 2024 Urban Area Security Initiative (UASI) Grant Program and Approval of the Subrecipient Agreement

ACTION: Move to Approve the City of Fountain Valley's Participation in the Fiscal Year 2024 Urban Area Security Initiative (UASI) Grant Program and Approval of the Subrecipient Agreement

MOTION: Constantine SECOND: Grandis

AYES: Bui, Constantine, Grandis, Harper, Cunneen
NOES: None
ABSENT: None
ABSTAIN: None

5. Approval of amended professional services contract with Baker Tilly for a comprehensive

organizational assessment of the Police Department in a not-to-exceed amount of \$75,258; and a Budget Amendment to appropriate \$75,260 in the GF.

ACTION: Move to Approve the amended professional services contract with Baker Tilly for a comprehensive organizational assessment of the Police Department in a not-to-exceed amount of \$75,258; and a Budget Amendment to appropriate \$75,260 in the GF.

MOTION: Constantine SECOND: Grandis

AYES: Bui, Constantine, Grandis, Harper, Cunneen

NOES: None

ABSENT: None

ABSTAIN: None

PUBLIC HEARINGS

6. Update on Vacancies and Recruitment and Retention Effort Report in Compliance with Assembly Bill 2561

Public Hearing Opened: 7:14 p.m.

Public Comment: Isaac Marquez

Public Hearing Closed: 7:17 p.m.

ACTION: The City Council did not vote on this item as it is a Receive and File item.

7. Introduce and Conduct A First Read of an Ordinance Clarifying the Procedure for Selecting the Mayor and Mayor Pro Tempore (Fvmc 2.04.200) and Approve the Ordinance for Second Reading.

Public Hearing Opened: 7:24 p.m.

Public Comment: Katy Wright

Public Hearing Closed: 7:29 p.m.

ACTION: Move to Introduce and Conduct A First Read of an Ordinance Clarifying the Procedure for Selecting the Mayor and Mayor Pro Tempore (Fvmc 2.04.200) and Approve the Ordinance for Second Reading with the amendment in section B(1) removing "his/her" and replacing with "Council Member".

MOTION: Constantine SECOND: Bui

AYES: Bui, Constantine, Grandis, Harper, Cunneen

NOES: None

ABSENT: None
ABSTAIN: None

ADMINISTRATIVE ITEMS

8. Adopt the Resolutions Approving the Full-time and Part-Time Non-Represented Limited-Service Ambulance Operator Classification to the City's Classification and Compensation Plan and Amending the City's Master Salary Schedule to Include the Existing Individually Represented Division Chief When Assigned to Administrative Duties.

ACTION: Move to Adopt the Resolutions Approving the Full-time and Part-Time Non-Represented Limited-Service Ambulance Operator Classification to the City's Classification and Compensation Plan and Amending the City's Master Salary Schedule to Include the Existing Individually Represented Division Chief When Assigned to Administrative Duties.

MOTION: Grandis SECOND: Constantine

AYES: Bui, Constantine, Grandis, Harper, Cunneen
NOES: None
ABSENT: None
ABSTAIN: None

9. Mid-Year Budget Review for Fiscal Year 2025-26

ACTION: Move to approve the Mid-Year Budget Review for Fiscal Year 2025-26

MOTION: Constantine SECOND: Cunneen

AYES: Constantine, Grandis, Harper, Cunneen
NOES: None
ABSENT: None
ABSTAIN: Bui

APPOINTMENTS

10. Appointment to the Fountain Valley Community Foundation, Housing and Community Development Committee, Planning Commission, Advisory Committee for Persons with Disabilities and Measure HH Committee for 2026

The Following residents were appointed to the City Committee's and Commission's after a vote was taken by the City Council:

Planning Commission – Kristin Azcona, Matthew Langer, Anh Vu and Lisa James (Alternate)

Advisory Committee for Persons with Disabilities – Janet Werts, Kayla Gulino

Housing & Community Development – Kevin Bui and Tam Nguyen

Measure HH Committee – Stephen Schwarz-Active Resident Senior and Matt Taylor-Alternate. No seat was filled for the Business member seat and further recruitment will move forward to fill that seat.

Fountain Valley Community Foundation – Wallace Rodecker and Mary Ellen Pascucci

COUNCIL MEMBER ITEMS FOR FUTURE CONSIDERATION

Council Member Constantine requested that the city bring forward health care for council members. Second by Council Member Grandis.

Council member Bui requested that Michelle Johnson come back and present on OCPA. There was no second.

Vice Mayor Harper requested a study session on OCPA. Second by Council Member Constantine

CITY COUNCIL/ SUCCESSOR AGENCY/ HOUSING AUTHORITY/ PUBLIC COMMENTS

(Unscheduled Matters Only)

None

CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY AB 1234/GENERAL COMMENTS

Mayor Cunneen

January 21	Attended the PCTA meeting
January 22	Attended the OC Library meeting
January 23	Attended the OCTA groundbreaking ceremony
January 26	Attended the sister city advisory committee meeting
January 29	Presented a Certificate of Recognition to Pho Ha Noi to commemorate the Grand Opening of their restaurant and the Committee / Commission interviews
January 31	Attended the TET Festival celebration at the Sapphire Center

Vice Mayor Harper

January 26	Attended the OCTA Board meeting
January 28	Attended the State of the City Filming
January 29	Attended the Committee / Commission interviews
January 30	Attended the Disney Government Affairs meeting and then the CALCOG Board meeting
February 2	Attended the OCTA Regional Transportation Planning Committee meeting

Council Member Grandis

January 22	Attended the Kiwanis meeting and the UCI Hospital Board meeting
January 27	Attended the Huntington Valley Boys and Girls Club Annual meeting
January 28	Attended the OC Sanitation District Steering Committee
January 29	Attended the meeting with Congressman Tran at Fire Station 1 and the Committee

February 2 / Commission Interviews
Attended the Fountain Valley Schools Foundation Board meeting and the poker tournament planning meeting

Council Member Constantine

January 24 Attended the birthday party/campaign kickoff of fellow City Council Member Jim Cunneen at Elite CCW Firearms Training.

January 26 Stopped in at the movie for senior citizens “The Italians - 2025” at Founders Village Senior and Community Center.

January 27 Watched the Orange County Board of Supervisors Meeting on the County of Orange website. Later, I attended the monthly Green Valley Recreation Homeowners Association Board Meeting in the Adult Clubhouse. This meeting was followed by the annual Town Hall Meeting and Pizza Party for residents in the same location.

January 28 Participated in the annual filming on Field #4 of the Fountain Valley Sports Park for our annual State of the City event in March. This year’s State of the the City is baseball themed. Fun.

January 29 Participated in the Grand Opening / Ribbon Cutting for new restaurant Pho Ha Noi in the location of the former Recess. City Manager, Maggie and I stayed for a pre-planned “Catchup” meeting. In the evening, participated with my fellow City Council Members in the numerous interviews for our City’s Commissions, Committees, and Boards in City Hall Conference Room 1. Lots of good prospects. We’ll vote in our 2/3 City Council Meeting.

February 3 Participated in the City Council Meeting Agenda discussion with City Manager Maggie, as I occasionally do just prior to the City Council Meeting at City Hall. Later, participated in a “Fire Department Items - possible Feasibility Study” Meeting at City Hall with new Fire Chief Chris’s Nigg, City Manager Maggie, Russ Martin of FVFD, and Ryan, our Finance Director.

Council Member Bui

Spoke of his trip in Washington D.C. and the elected officials he met with.

ADJOURN THE MEETING OF THE CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY

Mayor Cunneen adjourned the meeting in the memory of Former Public Works Director Bill Ault; and then adjourned the meeting at 8:47 p.m. to the next Meeting of the Fountain Valley City Council on February 17, 2026 at 6:00 p.m., in the Fountain Valley Council Chambers, 10200 Slater Avenue, Fountain Valley.

Jim Cunneen, Mayor

Attest:

Rick Miller, City Clerk



CITY OF FOUNTAIN VALLEY CITY COUNCIL COUNCIL ACTION REQUEST

To: Honorable Mayor and
Members of the City Council

Agenda Date: February 17, 2026

SUBJECT: Receive and file the quarterly Treasurer's Report for quarter ended
December 31, 2025.

Three-Year Strategic Goals

- Enhance the culture and environment of "A Nice Place to Live"
- Achieve fiscal stability by evaluating processes, and attract and retain revenue producing businesses/opportunities
- Attract and retain quality staff through best practices and trends
- Maintain, build, and modernize infrastructure to support growth and future needs of the City
- Not applicable

EXECUTIVE SUMMARY

California Government Code Section 53600 requires timely reporting of local agency investment portfolio and transactions to the agency's legislative body. Accordingly, the City's investment policy states that the City Treasurer will prepare a quarterly investment report, within 45 days after the end of the quarter, which provides full disclosure of the City's investment activities. This item before Council is to receive and file the Treasurer's Report for the quarter ended December 31, 2025.

DISCUSSION

The investment objectives for the City of Fountain Valley are 1) to provide safety to ensure the preservation of capital in the overall portfolio, 2) to provide sufficient liquidity for cash needs and 3) to generate a market rate of return consistent with the Investment Policy, in that order. To achieve these objectives, the portfolio invests in high-quality fixed income securities that comply with the Investment Policy and all applicable regulations governing the funds.

The attached Treasurer's Report ensures that the City complies with Section 53600 of the California Government Code. The City's investment portfolio complies with the City's Investment Policy that is approved annually by the City Council. The majority of City funds are invested with Chandler Asset Management (Chandler), Local Agency Investment Fund (LAIF), and Public Agency Retirement Services (PARS) Trust Fund. Additionally, the City holds cash assets in various bank accounts that serve as day-to-day operating funds. The current portfolio

provides sufficient cash flow liquidity to meet all current and upcoming operating expenses and spending requirements.

FISCAL REVIEW

This item is for informational purposes only, there is no fiscal impact associated with receiving and filing the quarterly Treasurer's Report.

ATTORNEY REVIEW

The Attorney for the City reviewed this staff report and concurs with the recommended action.

ALTERNATIVES

Alternative No. 1: Receive and file the quarterly Treasurer's Report for quarter ended December 31, 2025.

Alternative No. 2: Provide alternative direction to staff.

RECOMMENDATION

Receive and file the quarterly Treasurer's Report for quarter ended September 30, 2025.

Prepared by: Ryan Smith, Finance Director/City Treasurer

Approved by: Maggie Le, City Manager

- Attachment 1: Treasurer's Report – Quarter Ended December 31, 2025
- Attachment 2: Chandler Asset Management Portfolio Report – December 31, 2025
- Attachment 3: LAIF Statement – December 31, 2025
- Attachment 4: PARS Statement – December 31, 2025



City of Fountain Valley

Treasurer's Report

December 31, 2025

Type of Investment	Custodian	Maturity	Percent of Portfolio	Cost Value	Market Value	Market Yield ⁽¹⁾	Quarterly Income Earned
General Account - Checking	Citizens Business Bank	On Demand	1.14%	\$ 2,017,393.50	\$ 2,017,393.50	N/A	N/A
General Account - Sweep	Citizens Business Bank	On Demand	6.62%	\$ 11,740,604.72	\$ 11,740,604.72	N/A	N/A
Ambulance Program - Checking	Citizens Business Bank	On Demand	1.32%	2,347,298.31	2,347,298.31	N/A	N/A
Fountain Valley Housing Authority - Checking	Citizens Business Bank	On Demand	0.80%	1,418,162.58	1,418,162.58	N/A	N/A
Successor Agency - Checking	Citizens Business Bank	On Demand	0.47%	826,867.50	826,867.50	N/A	N/A
Asset Seizure Trust - Savings	Citizens Business Bank	On Demand	0.05%	91,597.92	91,597.92	N/A	N/A
CJPIA - Liability Trust Account	Wells Fargo	On Demand	0.02%	27,299.75	27,299.75	N/A	N/A
Athens - Workers Comp Trust Account	Wells Fargo	On Demand	0.12%	219,662.81	219,662.81	N/A	N/A
Public Agency Retirement Services (PARS) - Pension Trust	US Bank	Varied	11.37%	18,909,667.15	20,149,191.93	12.70%	362,729.80
Public Agency Retirement Services (PARS) - OPEB Trust	US Bank	Varied	10.25%	18,163,922.23	19,465,325.90	12.71%	350,901.77
Chandler Asset Management - Investment Portfolio	US Bank	1-5 Years	31.70%	56,195,129.95	57,433,754.30	6.20%	529,423.01
Local Agency Investment Fund (LAIF)	State of California	On Demand	36.84%	65,303,311.20	65,303,311.20	4.02%	766,811.42
				100.0%	\$ 177,260,917.62	\$ 181,040,470.42	\$ 2,009,866.00

⁽¹⁾ Represents average market yield for the fixed income portfolios and last 12-month return for PARS trust accounts.

I certify that this report accurately reflects all pooled investments and is in compliance with Government Code Section 53640-53646, as well as the investment policy of the City of Fountain Valley as approved annually by the City Council.

Furthermore, I certify that sufficient investment liquidity and anticipated revenues are available to meet the City's budgeted expenditure requirements for the next six months.

Ryan Smith
 Finance Director/City Treasurer
 City of Fountain Valley

12/31/2025

Date

MONTHLY ACCOUNT STATEMENT

City of Fountain Valley | Account #10295 | As of December 31, 2025

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Custodian:

US Bank

PORTFOLIO SUMMARY



City of Fountain Valley | Account #10295 | As of December 31, 2025

Portfolio Characteristics

Average Modified Duration	2.51
Average Coupon	3.75%
Average Purchase YTM	4.16%
Average Market YTM	3.73%
Average Credit Quality*	AA
Average Final Maturity	2.88
Average Life	2.75

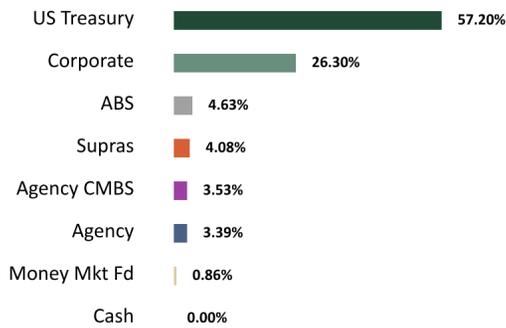
Account Summary

	End Values as of 11/30/2025	End Values as of 12/31/2025
Market Value	57,315,876.34	57,435,695.30
Accrued Interest	468,840.38	467,356.26
Total Market Value	57,784,716.71	57,903,051.56
Income Earned	108,805.06	246,150.64
Cont/WD	0.00	0.00
Par	56,960,506.86	57,139,061.39
Book Value	56,031,012.71	56,197,072.58
Cost Value	56,031,012.71	56,197,072.58

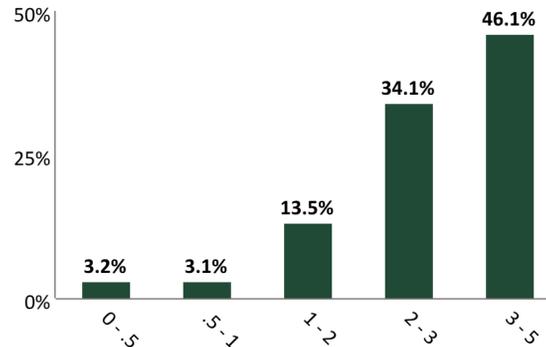
Top Issuers

United States	57.20%
FHLMC	3.53%
Inter-American Development Bank	2.77%
Federal Home Loan Banks	2.40%
Toyota Motor Corporation	2.24%
Bank of America Corporation	1.38%
JPMorgan Chase & Co.	1.37%
Morgan Stanley	1.31%

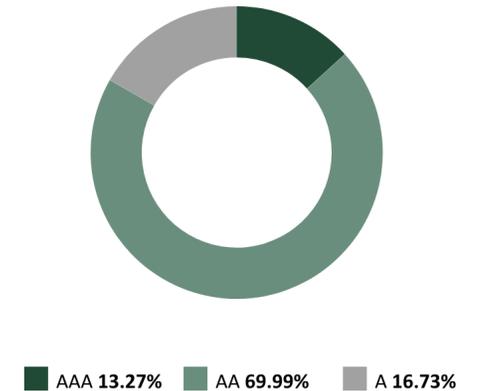
Sector Allocation



Maturity Distribution



Credit Quality*



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (05/01/15)
City of Fountain Valley	0.21%	1.15%	6.20%	6.20%	4.94%	4.90%	1.73%	2.08%	1.96%
Benchmark Return	0.19%	1.11%	5.73%	5.73%	4.57%	4.48%	1.34%	1.75%	1.64%

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.

**Periods over 1 year are annualized.

Benchmark: ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index

STATEMENT OF COMPLIANCE



City of Fountain Valley | Account #10295 | As of December 31, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES				
Max % (MV)	100.0	3.5	Compliant	
Max % Issuer (MV)	25.0	3.5	Compliant	
Max Maturity (Years)	5.0	4.1	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV; Non Agency ABS & MBS)	20.0	4.6	Compliant	
Max % Issuer (MV)	5.0	0.8	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)				
Max % (MV)	30.0	0.0	Compliant	
COLLATERALIZED BANK DEPOSITS				
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	26.3	Compliant	
Max % Issuer (MV)	5.0	2.2	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	

STATEMENT OF COMPLIANCE



City of Fountain Valley | Account #10295 | As of December 31, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	3.4	Compliant	
Max % Issuer (MV)	25.0	2.4	Compliant	
Max Callables (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	3	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	0.9	Compliant	
Max % Issuer (MV)	20.0	0.9	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES (NON-AGENCY)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, OTHER STATES)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	

STATEMENT OF COMPLIANCE



City of Fountain Valley | Account #10295 | As of December 31, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1 if > FDIC Limit)	0.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max Maturity (Years)	1.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	4.1	Compliant	
Max % Issuer (MV)	10.0	2.8	Compliant	
Max Maturity (Years)	5	3	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	57.2	Compliant	
Max Maturity (Years)	5	4	Compliant	

RECONCILIATION SUMMARY



City of Fountain Valley | Account #10295 | As of December 31, 2025

Maturities / Calls

Month to Date	(800,000.00)
Fiscal Year to Date	(4,590,000.00)

Principal Paydowns

Month to Date	(37,905.30)
Fiscal Year to Date	(355,300.15)

Purchases

Month to Date	2,978,805.76
Fiscal Year to Date	11,883,401.06

Sales

Month to Date	(1,897,501.13)
Fiscal Year to Date	(5,958,637.37)

Interest Received

Month to Date	255,101.84
Fiscal Year to Date	1,017,816.42

Purchased / Sold Interest

Month to Date	(7,467.08)
Fiscal Year to Date	(13,135.13)

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Book Value	56,031,012.71	55,210,857.27
Maturities/Calls	(800,000.00)	(4,590,000.00)
Principal Paydowns	(37,905.30)	(355,300.15)
Purchases	2,978,805.76	11,883,401.06
Sales	(1,897,501.13)	(5,958,637.37)
Change in Cash, Payables, Receivables	(66,751.61)	628.96
Amortization/Accretion	0.00	0.00
Realized Gain (Loss)	(10,587.85)	6,122.81
Ending Book Value	56,197,072.58	56,197,072.58

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Market Value	57,315,876.34	56,115,615.27
Maturities/Calls	(800,000.00)	(4,590,000.00)
Principal Paydowns	(37,905.30)	(355,300.15)
Purchases	2,978,805.76	11,883,401.06
Sales	(1,897,501.13)	(5,958,637.37)
Change in Cash, Payables, Receivables	(66,751.61)	628.96
Amortization/Accretion	0.00	0.00
Change in Net Unrealized Gain (Loss)	(46,240.91)	333,864.72
Realized Gain (Loss)	(10,587.85)	6,122.81
Ending Market Value	57,435,695.30	57,435,695.30

HOLDINGS REPORT



City of Fountain Valley | Account #10295 | As of December 31, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
47800AAC4	JDOT 2022-B A3 3.74 02/16/2027	20,805.95	07/12/2022 3.74%	20,803.96 20,803.96	99.96 4.07%	20,798.25 34.58	0.04% (5.71)	Aaa/NA AAA	1.13 0.12
58768PAC8	MBART 2022-1 A3 5.21 08/16/2027	75,103.10	11/15/2022 5.21%	75,088.25 75,088.25	100.29 4.06%	75,324.43 173.91	0.13% 236.19	Aaa/AAA NA	1.62 0.24
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	33,954.40	07/11/2023 5.47%	33,948.39 33,948.39	100.60 4.08%	34,159.22 30.96	0.06% 210.83	NA/AAA AAA	2.15 0.42
477920AC6	JDOT 2023-B A3 5.18 03/15/2028	80,559.18	06/21/2023 5.18%	80,545.74 80,545.74	100.62 4.01%	81,054.62 185.47	0.14% 508.88	Aaa/NA AAA	2.21 0.50
438123AC5	HAROT 2023-4 A3 5.67 06/21/2028	124,021.10	11/01/2023 5.74%	123,999.26 123,999.26	101.09 4.09%	125,374.54 195.33	0.22% 1,375.28	Aaa/NA AAA	2.47 0.64
161571HT4	CHAIT 2023-1 A 5.16 09/15/2028	460,000.00	09/07/2023 5.23%	459,872.49 459,872.49	100.94 3.83%	464,329.06 1,054.93	0.81% 4,456.57	NA/AAA AAA	2.71 0.68
05594HAD5	BMWLT 2025-2 A3 3.97 09/25/2028	295,000.00	10/08/2025 3.97%	294,999.17 294,999.17	100.27 3.82%	295,789.13 195.19	0.51% 789.96	NA/AAA AAA	2.74 1.47
34535VAD6	FORDO 2024-D A3 4.61 08/15/2029	325,000.00	11/19/2024 4.61%	324,989.57 324,989.57	101.10 3.89%	328,574.68 665.89	0.57% 3,585.11	Aaa/NA AAA	3.62 1.43
47800DAD6	JDOT 2025 A3 4.23 09/17/2029	265,000.00	03/04/2025 4.23%	264,983.33 264,983.33	100.75 3.85%	266,976.90 498.20	0.46% 1,993.57	Aaa/NA AAA	3.71 1.77
44935CAD3	HART 2025-A A3 4.32 10/15/2029	335,000.00	03/04/2025 4.32%	334,950.59 334,950.59	100.74 3.90%	337,480.68 643.20	0.59% 2,530.09	NA/AAA AAA	3.79 1.61
34532BAG6	FORDO 2025-B A3 3.91 04/15/2030	275,000.00	09/23/2025 3.91%	274,970.33 274,970.33	100.35 3.78%	275,972.13 477.89	0.48% 1,001.80	Aaa/NA AAA	4.29 2.18
89231GAD0	TAOT 2025-D A3 3.84 06/17/2030	355,000.00	10/15/2025 3.84%	354,959.18 354,959.18	100.11 3.82%	355,380.21 605.87	0.62% 421.03	NA/AAA AAA	4.46 2.12
Total ABS		2,644,443.74	4.49%	2,644,110.25	100.64 3.87%	2,661,213.83 4,761.41	4.63% 17,103.57		3.38 1.41
AGENCY									
3130AWMN7	FEDERAL HOME LOAN BANKS 4.375 06/09/2028	550,000.00	07/26/2023 4.27%	552,475.00 552,475.00	102.04 3.50%	561,194.15 1,470.49	0.98% 8,719.15	Aa1/AA+ AA+	2.44 2.29
3130AWTR1	FEDERAL HOME LOAN BANKS 4.375 09/08/2028	800,000.00	-- 4.71%	788,265.00 788,265.00	102.14 3.53%	817,112.00 10,986.11	1.42% 28,847.00	Aa1/AA+ AA+	2.69 2.49
3133ERDH1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 04/30/2029	550,000.00	05/21/2024 4.47%	556,715.50 556,715.50	103.60 3.59%	569,800.00 4,426.74	0.99% 13,084.50	Aa1/AA+ AA+	3.33 3.04

HOLDINGS REPORT



City of Fountain Valley | Account #10295 | As of December 31, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
Total Agency		1,900,000.00	4.51%	1,897,455.50	102.54 3.54%	1,948,106.15 16,883.33	3.39% 50,650.65		2.80 2.59
AGENCY CMBS									
3137FG6X8	FHMS K-077 A2 3.85 05/25/2028	840,000.00	05/24/2023 4.65%	824,578.13 824,578.13	100.00 3.76%	840,017.64 2,695.00	1.46% 15,439.51	Aa1/AA+ AAA	2.40 2.17
3137FKUP9	FHMS K-087 A2 3.771 12/25/2028	631,576.65	12/15/2025 3.76%	630,269.09 630,269.09	99.74 3.81%	629,911.18 1,984.73	1.10% (357.91)	Aa1/AAA AA+	2.99 2.65
3137FRUT6	FHMS K-106 A2 2.069 01/25/2030	600,000.00	07/14/2025 4.19%	546,867.19 546,867.19	92.97 3.95%	557,833.20 1,034.50	0.97% 10,966.01	Aa1/AA+ AAA	4.07 3.79
Total Agency CMBS		2,071,576.65	4.25%	2,001,714.41	97.99 3.83%	2,027,762.02 5,714.23	3.53% 26,047.61		3.04 2.77
CASH									
CCYUSD	Receivable	1,942.67	--	1,942.67 1,942.67	1.00	1,942.67 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		1,942.67		1,942.67	1.00	1,942.67 0.00	0.00% 0.00		0.00 0.00
CORPORATE									
89236TJK2	TOYOTA MOTOR CREDIT CORP 1.125 06/18/2026	465,000.00	06/15/2021 1.13%	464,795.40 464,795.40	98.79 3.80%	459,354.44 188.91	0.80% (5,440.97)	A1/A+ A+	0.46 0.45
931142ERO	WALMART INC 1.05 09/17/2026	110,000.00	09/08/2021 1.09%	109,792.10 109,792.10	98.21 3.63%	108,032.10 333.67	0.19% (1,760.00)	Aa2/AA AA	0.71 0.69
084664CZ2	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027	400,000.00	03/07/2022 2.30%	399,924.00 399,924.00	98.42 3.65%	393,699.20 2,708.89	0.69% (6,224.80)	Aa2/AA A+	1.20 1.16
023135CF1	AMAZON.COM INC 3.3 04/13/2027	300,000.00	04/25/2022 3.34%	299,481.00 299,481.00	99.58 3.64%	298,726.80 2,145.00	0.52% (754.20)	A1/AA AA-	1.28 1.23
74340XBNO	PROLOGIS LP 2.125 04/15/2027	550,000.00	11/09/2022 5.16%	484,709.50 484,709.50	97.87 3.84%	538,276.75 2,467.36	0.94% 53,567.25	A2/A NA	1.29 1.25
61772BAB9	MORGAN STANLEY 1.593 05/04/2027	550,000.00	-- 4.99%	491,295.70 491,295.70	99.13 4.51%	545,213.90 1,387.24	0.95% 53,918.20	A1/A- A+	1.34 0.33
927804GH1	VIRGINIA ELECTRIC AND POWER CO 3.75 05/15/2027	115,000.00	05/16/2022 3.82%	114,641.20 114,641.20	99.81 3.89%	114,777.02 551.04	0.20% 135.82	A3/BBB+ A	1.37 1.32
14913R3A3	CATERPILLAR FINANCIAL SERVICES CORP 3.6 08/12/2027	330,000.00	08/22/2022 3.81%	326,841.90 326,841.90	99.85 3.70%	329,500.71 4,587.00	0.57% 2,658.81	A2/A A+	1.61 1.53

HOLDINGS REPORT



City of Fountain Valley | Account #10295 | As of December 31, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
931142EX7	WALMART INC 3.95 09/09/2027	250,000.00	-- 3.98%	249,702.50 249,702.50	100.57 3.60%	251,417.00 3,072.22	0.44% 1,714.50	Aa2/AA AA	1.69 1.52
89115A2M3	TORONTO-DOMINION BANK 5.156 01/10/2028	550,000.00	06/28/2023 5.27%	547,470.00 547,470.00	102.26 3.98%	562,450.90 13,470.05	0.98% 14,980.90	A2/A- AA-	2.03 1.86
756109AU8	REALTY INCOME CORP 3.65 01/15/2028	525,000.00	05/17/2023 4.84%	499,275.00 499,275.00	99.35 3.99%	521,571.23 8,836.04	0.91% 22,296.23	A3/A- NA	2.04 1.91
06051GGF0	BANK OF AMERICA CORP 3.824 01/20/2028	400,000.00	04/10/2023 5.53%	382,596.00 382,596.00	99.76 4.76%	399,040.80 6,840.71	0.69% 16,444.80	A1/A- AA-	2.05 1.00
06406RAB3	BANK OF NEW YORK MELLON CORP 3.442 02/07/2028	700,000.00	10/12/2023 6.04%	650,293.00 650,293.00	99.52 4.41%	696,605.70 9,637.60	1.21% 46,312.70	Aa3/A AA-	2.10 1.05
79466LAF1	SALESFORCE INC 3.7 04/11/2028	700,000.00	10/05/2023 5.20%	658,350.00 658,350.00	99.99 3.70%	699,897.80 5,755.56	1.22% 41,547.80	A1/A+ NA	2.28 2.15
74456QBU9	PUBLIC SERVICE ELECTRIC AND GAS CO 3.7 05/01/2028	450,000.00	09/06/2023 5.10%	424,255.50 424,255.50	99.60 3.88%	448,193.70 2,775.00	0.78% 23,938.20	A1/A NA	2.33 2.20
037833ET3	APPLE INC 4.0 05/10/2028	95,000.00	05/08/2023 4.04%	94,816.65 94,816.65	100.76 3.66%	95,722.00 538.33	0.17% 905.35	Aaa/AA+ NA	2.36 2.14
023135BY1	AMAZON.COM INC 1.65 05/12/2028	450,000.00	10/12/2023 5.14%	386,653.50 386,653.50	95.45 3.68%	429,510.60 1,010.63	0.75% 42,857.10	A1/AA AA-	2.36 2.28
02665WEM9	AMERICAN HONDA FINANCE CORP 5.125 07/07/2028	500,000.00	08/17/2023 5.33%	495,595.00 495,595.00	102.61 4.02%	513,041.50 12,385.42	0.89% 17,446.50	A3/A- A	2.52 2.29
24422EXB0	JOHN DEERE CAPITAL CORP 4.95 07/14/2028	650,000.00	10/12/2023 5.29%	640,913.00 640,913.00	102.69 3.82%	667,503.20 14,925.63	1.16% 26,590.20	A1/A A+	2.54 2.32
46647PDG8	JPMORGAN CHASE & CO 4.851 07/25/2028	550,000.00	08/04/2023 5.68%	541,799.50 541,799.50	101.29 4.64%	557,070.80 11,561.55	0.97% 15,271.30	A1/A AA-	2.57 1.47
78016HXS2	ROYAL BANK OF CANADA 5.2 08/01/2028	500,000.00	09/07/2023 5.53%	493,010.00 493,010.00	103.09 3.93%	515,467.50 10,833.33	0.90% 22,457.50	A1/A AA-	2.59 2.35
89236TLB9	TOYOTA MOTOR CREDIT CORP 5.25 09/11/2028	800,000.00	10/12/2023 5.45%	792,984.00 792,984.00	103.51 3.86%	828,080.00 12,833.33	1.44% 35,096.00	A1/A+ A+	2.70 2.46
69371RS80	PACCAR FINANCIAL CORP 4.6 01/31/2029	675,000.00	01/24/2024 4.64%	673,899.75 673,899.75	101.84 3.96%	687,390.30 13,023.75	1.20% 13,490.55	A1/A+ NA	3.08 2.80
14913UAJ9	CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029	300,000.00	07/26/2024 4.56%	303,522.00 303,522.00	102.75 3.91%	308,253.00 5,011.67	0.54% 4,731.00	A2/A A+	3.16 2.86
61747YFD2	MORGAN STANLEY 5.164 04/20/2029	200,000.00	08/26/2024 4.53%	204,174.00 204,174.00	102.25 4.47%	204,502.00 2,036.91	0.36% 328.00	A1/A- A+	3.30 2.13
91159HJM3	US BANCORP 5.775 06/12/2029	550,000.00	06/20/2024 5.26%	559,955.00 559,955.00	103.94 4.51%	571,672.20 1,676.35	1.00% 11,717.20	A3/A A	3.45 2.27

HOLDINGS REPORT



City of Fountain Valley | Account #10295 | As of December 31, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
437076DC3	HOME DEPOT INC 4.75 06/25/2029	235,000.00	06/17/2024 4.90%	233,484.25 233,484.25	102.52 3.97%	240,932.34 186.04	0.42% 7,448.09	A2/A A	3.48 3.12
06051GHM4	BANK OF AMERICA CORP 4.271 07/23/2029	200,000.00	08/22/2024 4.61%	197,582.00 197,582.00	100.46 4.39%	200,916.60 3,748.99	0.35% 3,334.60	A1/A- AA-	3.56 2.36
46647PAX4	JPMORGAN CHASE & CO 4.452 12/05/2029	225,000.00	12/09/2024 4.72%	222,830.99 222,830.99	101.03 4.36%	227,318.40 723.45	0.40% 4,487.41	A1/A AA-	3.93 2.71
63743HFX5	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.95 02/07/2030	670,000.00	-- 4.88%	671,754.90 671,754.90	102.92 4.17%	689,547.25 13,266.00	1.20% 17,792.35	A2/NA A	4.10 3.55
571748CA8	MARSH & MCLENNAN COMPANIES INC 4.65 03/15/2030	650,000.00	03/18/2025 4.72%	647,907.00 647,907.00	102.00 4.12%	663,030.55 8,899.58	1.15% 15,123.55	A3/A- A-	4.20 3.67
857477DB6	STATE STREET CORP 4.834 04/24/2030	550,000.00	06/11/2025 4.63%	554,823.50 554,823.50	102.95 4.08%	566,242.05 4,948.14	0.99% 11,418.55	Aa3/A AA-	4.31 3.77
06051GHV4	BANK OF AMERICA CORP 3.194 07/23/2030	200,000.00	08/25/2025 4.61%	191,676.00 191,676.00	96.59 4.42%	193,175.80 2,803.62	0.34% 1,499.80	A1/A- AA-	4.56 3.27
828807DZ7	SIMON PROPERTY GROUP LP 4.375 10/01/2030	575,000.00	12/08/2025 4.27%	577,507.00 577,507.00	100.72 4.20%	579,125.05 9,223.96	1.01% 1,618.05	A3/A NA	4.75 4.12
Total Corporate		14,970,000.00	4.78%	14,588,310.84	100.94 4.05%	15,105,259.18 194,392.96	26.30% 516,948.34		2.64 2.19
MONEY MARKET FUND									
31846V203	FIRST AMER:GVT OBLG Y	496,098.34	-- 3.38%	496,098.34 496,098.34	1.00 3.38%	496,098.34 0.00	0.86% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		496,098.34	3.38%	496,098.34	1.00 3.38%	496,098.34 0.00	0.86% 0.00		0.00 0.00
SUPRANATIONAL									
4581X0DV7	INTER-AMERICAN DEVELOPMENT BANK 0.875 04/20/2026	890,000.00	04/13/2021 0.97%	885,923.80 885,923.80	99.14 3.77%	882,337.10 1,535.87	1.54% (3,586.70)	Aaa/AAA NA	0.30 0.30
45950KDD9	INTERNATIONAL FINANCE CORP 4.5 07/13/2028	240,000.00	07/06/2023 4.53%	239,733.60 239,733.60	102.19 3.59%	245,255.52 5,040.00	0.43% 5,521.92	Aaa/AAA NA	2.53 2.33

HOLDINGS REPORT



City of Fountain Valley | Account #10295 | As of December 31, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
4581X0EN4	INTER-AMERICAN DEVELOPMENT BANK 4.125 02/15/2029	700,000.00	02/15/2024 4.31%	694,246.00 694,246.00	101.46 3.63%	710,210.20 10,908.33	1.24% 15,964.20	Aaa/AAA NA	3.13 2.86
459058LN1	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.875 10/16/2029	500,000.00	12/17/2024 4.36%	489,585.00 489,585.00	100.70 3.68%	503,499.00 4,035.00	0.88% 13,914.00	Aaa/AAA NA	3.79 3.47
Total Supranational		2,330,000.00	3.08%	2,309,488.40 2,309,488.40	100.50 3.69%	2,341,301.82 21,519.20	4.08% 31,813.42		2.14 1.97
US TREASURY									
91282CCW9	UNITED STATES TREASURY 0.75 08/31/2026	700,000.00	-- 0.87%	696,019.54 696,019.54	98.17 3.59%	687,193.50 1,783.84	1.20% (8,826.04)	Aa1/AA+ AA+	0.67 0.64
91282CDG3	UNITED STATES TREASURY 1.125 10/31/2026	1,000,000.00	-- 1.26%	993,398.44 993,398.44	97.99 3.62%	979,883.00 1,926.80	1.71% (13,515.44)	Aa1/AA+ AA+	0.83 0.81
91282CEF4	UNITED STATES TREASURY 2.5 03/31/2027	650,000.00	09/27/2022 4.26%	603,636.72 603,636.72	98.76 3.53%	641,951.05 4,151.79	1.12% 38,314.33	Aa1/AA+ AA+	1.25 1.20
91282CEN7	UNITED STATES TREASURY 2.75 04/30/2027	650,000.00	06/13/2022 3.44%	630,068.36 630,068.36	99.03 3.50%	643,703.45 3,061.46	1.12% 13,635.09	Aa1/AA+ AA+	1.33 1.28
91282CEW7	UNITED STATES TREASURY 3.25 06/30/2027	650,000.00	07/12/2022 3.00%	657,566.41 657,566.41	99.66 3.49%	647,765.95 58.36	1.13% (9,800.46)	Aa1/AA+ AA+	1.50 1.45
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	450,000.00	09/08/2022 3.36%	445,095.70 445,095.70	99.43 3.48%	447,416.10 4,778.14	0.78% 2,320.40	Aa1/AA+ AA+	1.67 1.58
91282CFM8	UNITED STATES TREASURY 4.125 09/30/2027	600,000.00	10/28/2022 4.20%	598,125.00 598,125.00	101.07 3.48%	606,421.80 6,323.49	1.06% 8,296.80	Aa1/AA+ AA+	1.75 1.65
91282CFU0	UNITED STATES TREASURY 4.125 10/31/2027	1,050,000.00	-- 3.75%	1,067,035.16 1,067,035.16	101.11 3.49%	1,061,648.70 7,418.16	1.85% (5,386.46)	Aa1/AA+ AA+	1.83 1.74
91282CLX7	UNITED STATES TREASURY 4.125 11/15/2027	625,000.00	04/28/2025 3.76%	630,493.16 630,493.16	101.14 3.49%	632,128.75 3,347.29	1.10% 1,635.59	Aa1/AA+ AA+	1.87 1.78
91282CGC9	UNITED STATES TREASURY 3.875 12/31/2027	525,000.00	01/26/2023 3.62%	531,029.30 531,029.30	100.75 3.48%	528,917.03 56.20	0.92% (2,112.28)	Aa1/AA+ AA+	2.00 1.91
91282CGH8	UNITED STATES TREASURY 3.5 01/31/2028	700,000.00	12/11/2023 4.37%	677,113.28 677,113.28	100.02 3.49%	700,136.50 10,252.72	1.22% 23,023.22	Aa1/AA+ AA+	2.08 1.96
9128283W8	UNITED STATES TREASURY 2.75 02/15/2028	600,000.00	03/08/2023 4.37%	557,320.31 557,320.31	98.49 3.49%	590,953.20 6,232.34	1.03% 33,632.89	Aa1/AA+ AA+	2.13 2.02
91282CGT2	UNITED STATES TREASURY 3.625 03/31/2028	850,000.00	-- 3.63%	849,814.46 849,814.46	100.27 3.50%	852,257.60 7,872.42	1.48% 2,443.14	Aa1/AA+ AA+	2.25 2.12

HOLDINGS REPORT



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Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CHA2	UNITED STATES TREASURY 3.5 04/30/2028	800,000.00	05/19/2023 3.72%	792,281.25 792,281.25	99.98 3.51%	799,875.20 4,795.58	1.39% 7,593.95	Aa1/AA+ AA+	2.33 2.20
91282CHE4	UNITED STATES TREASURY 3.625 05/31/2028	875,000.00	-- 4.24%	852,414.06 852,414.06	100.26 3.51%	877,289.88 2,788.46	1.53% 24,875.82	Aa1/AA+ AA+	2.42 2.28
91282CHK0	UNITED STATES TREASURY 4.0 06/30/2028	850,000.00	10/13/2023 4.67%	826,259.77 826,259.77	101.17 3.51%	859,961.15 93.92	1.50% 33,701.38	Aa1/AA+ AA+	2.50 2.36
91282CHQ7	UNITED STATES TREASURY 4.125 07/31/2028	800,000.00	10/13/2023 4.67%	781,375.00 781,375.00	101.49 3.51%	811,937.60 13,809.78	1.41% 30,562.60	Aa1/AA+ AA+	2.58 2.39
91282CCV1	UNITED STATES TREASURY 1.125 08/31/2028	950,000.00	-- 4.69%	802,849.61 802,849.61	93.94 3.53%	892,443.30 3,631.39	1.55% 89,593.69	Aa1/AA+ AA+	2.67 2.57
91282CJA0	UNITED STATES TREASURY 4.625 09/30/2028	850,000.00	10/05/2023 4.69%	847,542.97 847,542.97	102.83 3.53%	874,038.85 10,044.13	1.52% 26,495.88	Aa1/AA+ AA+	2.75 2.54
9128285M8	UNITED STATES TREASURY 3.125 11/15/2028	650,000.00	11/17/2023 4.49%	610,720.70 610,720.70	98.88 3.54%	642,738.20 2,637.26	1.12% 32,017.50	Aa1/AA+ AA+	2.88 2.71
91282CJR3	UNITED STATES TREASURY 3.75 12/31/2028	650,000.00	01/17/2024 4.02%	642,052.73 642,052.73	100.57 3.55%	653,681.60 67.33	1.14% 11,628.87	Aa1/AA+ AA+	3.00 2.81
91282CJW2	UNITED STATES TREASURY 4.0 01/31/2029	750,000.00	02/26/2024 4.31%	739,599.61 739,599.61	101.27 3.56%	759,550.50 12,554.35	1.32% 19,950.89	Aa1/AA+ AA+	3.08 2.83
91282CKD2	UNITED STATES TREASURY 4.25 02/28/2029	800,000.00	-- 4.30%	798,457.03 798,457.03	102.02 3.57%	816,187.20 11,552.49	1.42% 17,730.17	Aa1/AA+ AA+	3.16 2.90
91282CKG5	UNITED STATES TREASURY 4.125 03/31/2029	850,000.00	-- 4.61%	832,064.45 832,064.45	101.66 3.58%	864,078.55 8,958.28	1.50% 32,014.10	Aa1/AA+ AA+	3.25 2.99
91282CKP5	UNITED STATES TREASURY 4.625 04/30/2029	800,000.00	-- 4.63%	799,640.62 799,640.62	103.23 3.58%	825,844.00 6,337.02	1.44% 26,203.38	Aa1/AA+ AA+	3.33 3.05
91282CKT7	UNITED STATES TREASURY 4.5 05/31/2029	600,000.00	06/26/2024 4.33%	604,406.25 604,406.25	102.88 3.60%	617,250.00 2,373.63	1.07% 12,843.75	Aa1/AA+ AA+	3.41 3.13
91282CKX8	UNITED STATES TREASURY 4.25 06/30/2029	950,000.00	-- 3.71%	972,701.17 972,701.17	102.11 3.60%	970,076.35 111.53	1.69% (2,624.82)	Aa1/AA+ AA+	3.50 3.23
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	950,000.00	-- 3.90%	954,156.26 954,156.26	101.29 3.61%	962,283.50 15,902.17	1.68% 8,127.24	Aa1/AA+ AA+	3.58 3.26
91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	1,200,000.00	-- 3.74%	1,167,544.92 1,167,544.92	98.31 3.62%	1,179,750.00 12,741.71	2.05% 12,205.08	Aa1/AA+ AA+	3.67 3.38
91282CLN9	UNITED STATES TREASURY 3.5 09/30/2029	1,200,000.00	-- 3.75%	1,186,796.88 1,186,796.88	99.54 3.63%	1,194,422.40 10,730.77	2.08% 7,625.52	Aa1/AA+ AA+	3.75 3.45
91282CLR0	UNITED STATES TREASURY 4.125 10/31/2029	1,050,000.00	-- 4.24%	1,044,560.54 1,044,560.54	101.71 3.64%	1,067,964.45 7,418.16	1.86% 23,403.91	Aa1/AA+ AA+	3.83 3.49

HOLDINGS REPORT



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Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CMA6	UNITED STATES TREASURY 4.125 11/30/2029	1,100,000.00	-- 4.34%	1,089,496.10 1,089,496.10	101.73 3.65%	1,118,992.60 3,989.01	1.95% 29,496.50	Aa1/AA+ AA+	3.91 3.58
91282CMD0	UNITED STATES TREASURY 4.375 12/31/2029	1,100,000.00	-- 4.41%	1,098,230.47 1,098,230.47	102.67 3.65%	1,129,390.90 132.94	1.97% 31,160.43	Aa1/AA+ AA+	4.00 3.65
91282CMU2	UNITED STATES TREASURY 4.0 03/31/2030	750,000.00	04/15/2025 3.98%	750,732.42 750,732.42	101.27 3.67%	759,550.50 7,664.84	1.32% 8,818.08	Aa1/AA+ AA+	4.25 3.84
91282CMZ1	UNITED STATES TREASURY 3.875 04/30/2030	650,000.00	05/28/2025 4.07%	644,287.11 644,287.11	100.78 3.68%	655,078.45 4,313.88	1.14% 10,791.34	Aa1/AA+ AA+	4.33 3.93
91282CNG2	UNITED STATES TREASURY 4.0 05/31/2030	700,000.00	06/23/2025 3.90%	703,062.50 703,062.50	101.27 3.68%	708,913.80 2,461.54	1.23% 5,851.30	Aa1/AA+ AA+	4.41 4.00
91282CNK3	UNITED STATES TREASURY 3.875 06/30/2030	1,000,000.00	07/24/2025 3.96%	996,054.69 996,054.69	100.75 3.69%	1,007,539.00 107.04	1.75% 11,484.31	Aa1/AA+ AA+	4.50 4.09
91282CNX5	UNITED STATES TREASURY 3.625 08/31/2030	700,000.00	09/22/2025 3.69%	698,085.94 698,085.94	99.64 3.71%	697,511.50 8,621.89	1.21% (574.44)	Aa1/AA+ AA+	4.67 4.20
91282CPA3	UNITED STATES TREASURY 3.625 09/30/2030	700,000.00	10/30/2025 3.72%	696,937.50 696,937.50	99.61 3.71%	697,293.10 6,483.17	1.21% 355.60	Aa1/AA+ AA+	4.75 4.28
91282CPD7	UNITED STATES TREASURY 3.625 10/31/2030	700,000.00	10/30/2025 3.72%	697,019.53 697,019.53	99.58 3.72%	697,046.70 4,345.99	1.21% 27.17	Aa1/AA+ AA+	4.83 4.36
91282CPN5	UNITED STATES TREASURY 3.5 11/30/2030	700,000.00	12/08/2025 3.76%	691,906.25 691,906.25	98.99 3.73%	692,945.40 2,153.85	1.21% 1,039.15	Aa1/AA+ AA+	4.91 4.45
Total US Treasury		32,725,000.00	3.92%	32,257,952.17	100.43 3.58%	32,854,011.30 224,085.12	57.20% 596,059.13		3.03 2.80
Total Portfolio		57,139,061.39	4.16%	56,197,072.58	99.70 3.73%	57,435,695.30 467,356.26	100.00% 1,238,622.72		2.88 2.51
Total Market Value + Accrued						57,903,051.56			

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	12/01/2025	31846V203	66,046.88	FIRST AMER:GVT OBLG Y	1.000	3.64%	(66,046.88)	0.00	(66,046.88)	0.00
Purchase	12/02/2025	31846V203	2,647.40	FIRST AMER:GVT OBLG Y	1.000	3.64%	(2,647.40)	0.00	(2,647.40)	0.00
Purchase	12/05/2025	31846V203	5,008.50	FIRST AMER:GVT OBLG Y	1.000	3.52%	(5,008.50)	0.00	(5,008.50)	0.00
Purchase	12/09/2025	828807DZ7	575,000.00	SIMON PROPERTY GROUP LP 4.375 10/01/2030	100.436	4.27%	(577,507.00)	(7,686.63)	(585,193.63)	0.00
Purchase	12/09/2025	91282CPN5	700,000.00	UNITED STATES TREASURY 3.5 11/30/2030	98.844	3.76%	(691,906.25)	(605.77)	(692,512.02)	0.00
Purchase	12/12/2025	31846V203	15,881.25	FIRST AMER:GVT OBLG Y	1.000	3.35%	(15,881.25)	0.00	(15,881.25)	0.00
Purchase	12/12/2025	31846V203	818,000.00	FIRST AMER:GVT OBLG Y	1.000	3.35%	(818,000.00)	0.00	(818,000.00)	0.00
Purchase	12/15/2025	31846V203	1,136.00	FIRST AMER:GVT OBLG Y	1.000	3.37%	(1,136.00)	0.00	(1,136.00)	0.00
Purchase	12/15/2025	31846V203	30,039.99	FIRST AMER:GVT OBLG Y	1.000	3.37%	(30,039.99)	0.00	(30,039.99)	0.00
Purchase	12/16/2025	31846V203	2,420.98	FIRST AMER:GVT OBLG Y	1.000	3.35%	(2,420.98)	0.00	(2,420.98)	0.00
Purchase	12/18/2025	3137FKUP9	650,000.00	FHMS K-087 A2 3.771 12/25/2028	99.793	3.76%	(630,269.09)	(1,124.68)	(631,393.77)	0.00
Purchase	12/22/2025	31846V203	9,481.16	FIRST AMER:GVT OBLG Y	1.000	3.33%	(9,481.16)	0.00	(9,481.16)	0.00
Purchase	12/26/2025	31846V203	11,456.22	FIRST AMER:GVT OBLG Y	1.000	3.34%	(11,456.22)	0.00	(11,456.22)	0.00
Purchase	12/26/2025	31846V203	3,458.16	FIRST AMER:GVT OBLG Y	1.000	3.34%	(3,458.16)	0.00	(3,458.16)	0.00
Purchase	12/31/2025	31846V203	113,546.88	FIRST AMER:GVT OBLG Y	1.000	3.38%	(113,546.88)	0.00	(113,546.88)	0.00
Total Purchase			3,004,123.42				(2,978,805.76)	(9,417.08)	(2,988,222.84)	0.00
TOTAL ACQUISITIONS			3,004,123.42				(2,978,805.76)	(9,417.08)	(2,988,222.84)	0.00
DISPOSITIONS										
Maturity	12/12/2025	3130ATUC9	(800,000.00)	FEDERAL HOME LOAN BANKS 4.5 12/12/2025	100.000	4.21%	800,000.00	0.00	800,000.00	(6,032.00)
Total Maturity			(800,000.00)				800,000.00	0.00	800,000.00	(6,032.00)
Sale	12/05/2025	31846V203	(4,131.26)	FIRST AMER:GVT OBLG Y	1.000	3.52%	4,131.26	0.00	4,131.26	0.00
Sale	12/09/2025	31846V203	(1,018,711.90)	FIRST AMER:GVT OBLG Y	1.000	3.52%	1,018,711.90	0.00	1,018,711.90	0.00
Sale	12/09/2025	87612EBM7	(250,000.00)	TARGET CORP 1.95 01/15/2027	98.005	1.99%	245,012.50	(1,950.00)	246,962.50	(4,562.50)
Sale	12/18/2025	31846V203	(629,541.30)	FIRST AMER:GVT OBLG Y	1.000	3.33%	629,541.30	0.00	629,541.30	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Sale	12/24/2025	31846V203	(104.17)	FIRST AMER:GVT OBLG Y	1.000	3.34%	104.17	0.00	104.17	0.00
Total Sale			(1,902,488.63)				1,897,501.13	(1,950.00)	1,899,451.13	(4,562.50)
TOTAL DISPOSITIONS			(2,702,488.63)				2,697,501.13	(1,950.00)	2,699,451.13	(10,594.50)
OTHER TRANSACTIONS										
Coupon	12/01/2025	3137FG6X8	0.00	FHMS K-077 A2 3.85 05/25/2028		4.65%	2,695.00	0.00	2,695.00	0.00
Coupon	12/01/2025	3137FRUT6	0.00	FHMS K-106 A2 2.069 01/25/2030		4.19%	1,034.50	0.00	1,034.50	0.00
Coupon	12/05/2025	46647PAX4	0.00	JPMORGAN CHASE & CO 4.452 12/05/2029		4.72%	5,008.50	0.00	5,008.50	0.00
Coupon	12/09/2025	3130AWMN7	0.00	FEDERAL HOME LOAN BANKS 4.375 06/09/2028		4.27%	12,031.25	0.00	12,031.25	0.00
Coupon	12/12/2025	91159HJM3	0.00	US BANCORP 5.775 06/12/2029		5.26%	15,881.25	0.00	15,881.25	0.00
Coupon	12/12/2025	3130ATUC9	0.00	FEDERAL HOME LOAN BANKS 4.5 12/12/2025		4.21%	18,000.00	0.00	18,000.00	0.00
Coupon	12/15/2025	161571HT4	0.00	CHAIT 2023-1 A 5.16 09/15/2028		5.23%	1,978.00	0.00	1,978.00	0.00
Coupon	12/15/2025	58768PAC8	0.00	MBART 2022-1 A3 5.21 08/16/2027		5.21%	381.69	0.00	381.69	0.00
Coupon	12/15/2025	477920AC6	0.00	JDOT 2023-B A3 5.18 03/15/2028		5.18%	373.24	0.00	373.24	0.00
Coupon	12/15/2025	34535VAD6	0.00	FORDO 2024-D A3 4.61 08/15/2029		4.61%	1,248.54	0.00	1,248.54	0.00
Coupon	12/15/2025	44935CAD3	0.00	HART 2025-A A3 4.32 10/15/2029		4.32%	1,206.00	0.00	1,206.00	0.00
Coupon	12/15/2025	47800DAD6	0.00	JDOT 2025 A3 4.23 09/17/2029		4.23%	934.13	0.00	934.13	0.00
Coupon	12/15/2025	34532BAG6	0.00	FORDO 2025-B A3 3.91 04/15/2030		3.91%	896.04	0.00	896.04	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Coupon	12/15/2025	89231GAD0	0.00	TAOT 2025-D A3 3.84 06/17/2030		3.84%	1,136.00	0.00	1,136.00	0.00
Coupon	12/15/2025	47800AAC4	0.00	JDOT 2022-B A3 3.74 02/16/2027		3.74%	78.02	0.00	78.02	0.00
Coupon	12/16/2025	362585AC5	0.00	GMCAR 2022-2 A3 3.1 02/16/2027		3.10%	6.24	0.00	6.24	0.00
Coupon	12/18/2025	89236TJK2	0.00	TOYOTA MOTOR CREDIT CORP 1.125 06/18/2026		1.13%	2,615.63	0.00	2,615.63	0.00
Coupon	12/21/2025	438123AC5	0.00	HAROT 2023-4 A3 5.67 06/21/2028		5.74%	627.83	0.00	627.83	0.00
Coupon	12/25/2025	05592XAD2	0.00	BMWOT 2023-A A3 5.47 02/25/2028		5.47%	171.61	0.00	171.61	0.00
Coupon	12/25/2025	437076DC3	0.00	HOME DEPOT INC 4.75 06/25/2029		4.90%	5,581.25	0.00	5,581.25	0.00
Coupon	12/25/2025	05594HAD5	0.00	BMWLT 2025-2 A3 3.97 09/25/2028		3.97%	975.96	0.00	975.96	0.00
Coupon	12/31/2025	91282CHK0	0.00	UNITED STATES TREASURY 4.0 06/30/2028		4.67%	17,000.00	0.00	17,000.00	0.00
Coupon	12/31/2025	91282CMD0	0.00	UNITED STATES TREASURY 4.375 12/31/2029		4.41%	24,062.50	0.00	24,062.50	0.00
Coupon	12/31/2025	91282CJR3	0.00	UNITED STATES TREASURY 3.75 12/31/2028		4.02%	12,187.50	0.00	12,187.50	0.00
Coupon	12/31/2025	91282CNK3	0.00	UNITED STATES TREASURY 3.875 06/30/2030		3.96%	19,375.00	0.00	19,375.00	0.00
Coupon	12/31/2025	91282CKX8	0.00	UNITED STATES TREASURY 4.25 06/30/2029		3.71%	20,187.50	0.00	20,187.50	0.00
Coupon	12/31/2025	91282CGC9	0.00	UNITED STATES TREASURY 3.875 12/31/2027		3.62%	10,171.88	0.00	10,171.88	0.00
Coupon	12/31/2025	91282CEW7	0.00	UNITED STATES TREASURY 3.25 06/30/2027		3.00%	10,562.50	0.00	10,562.50	0.00
Total Coupon			0.00				186,407.56	0.00	186,407.56	0.00
Custody Fee	12/24/2025	CCYUSD	(104.17)	Cash		0.00%	(104.17)	0.00	(104.17)	0.00
Total Custody Fee			(104.17)				(104.17)	0.00	(104.17)	0.00

TRANSACTION LEDGER



City of Fountain Valley | Account #10295 | As of December 31, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Dividend	12/31/2025	31846V203	0.00	FIRST AMER:GVT OBLG Y		3.40%	1,942.67	0.00	1,942.67	0.00
Total Dividend			0.00				1,942.67	0.00	1,942.67	0.00
Management Fee	12/05/2025	CCYUSD	(4,131.26)	Cash		0.00%	(4,131.26)	0.00	(4,131.26)	0.00
Total Management Fee			(4,131.26)				(4,131.26)	0.00	(4,131.26)	0.00
Principal Paydown	12/15/2025	58768PAC8	12,809.85	MBART 2022-1 A3 5.21 08/16/2027		5.21%	12,809.85	--	12,809.85	2.54
Principal Paydown	12/15/2025	477920AC6	5,905.96	JDOT 2023-B A3 5.18 03/15/2028		5.18%	5,905.96	--	5,905.96	0.99
Principal Paydown	12/15/2025	47800AAC4	4,228.52	JDOT 2022-B A3 3.74 02/16/2027		3.74%	4,228.52	--	4,228.52	0.40
Principal Paydown	12/16/2025	362585AC5	2,414.74	GMCAR 2022-2 A3 3.1 02/16/2027		3.10%	2,414.74	--	2,414.74	0.51
Principal Paydown	12/21/2025	438123AC5	8,853.33	HAROT 2023-4 A3 5.67 06/21/2028		5.74%	8,853.33	--	8,853.33	1.56
Principal Paydown	12/25/2025	05592XAD2	3,692.90	BMWOT 2023-A A3 5.47 02/25/2028		5.47%	3,692.90	--	3,692.90	0.65
Total Principal Paydown			37,905.30				37,905.30	--	37,905.30	6.65
TOTAL OTHER TRANSACTIONS			33,669.87				222,020.10	0.00	222,020.10	6.65

INCOME EARNED



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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
31846V203	FIRST AMER:GVT OBLG Y	496,098.34	1,069,463.55 1,079,123.42 (1,652,488.63) 496,098.34	0.00 2,647.40 0.00 2,647.40	0.00 0.00 0.00 2,647.40	2,647.40
CCYUSD	Receivable	1,942.67	68,694.28 0.00 0.00 1,942.67	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents			498,041.01	2,647.40	2,647.40	2,647.40
FIXED INCOME						
023135BY1	AMAZON.COM INC 1.65 05/12/2028	10/12/2023 10/16/2023 450,000.00	386,653.50 0.00 0.00 386,653.50	391.88 0.00 1,010.63 618.75	0.00 0.00 0.00 618.75	618.75
023135CF1	AMAZON.COM INC 3.3 04/13/2027	04/25/2022 04/27/2022 300,000.00	299,481.00 0.00 0.00 299,481.00	1,320.00 0.00 2,145.00 825.00	0.00 0.00 0.00 825.00	825.00
02665WEM9	AMERICAN HONDA FINANCE CORP 5.125 07/07/2028	08/17/2023 08/21/2023 500,000.00	495,595.00 0.00 0.00 495,595.00	10,250.00 0.00 12,385.42 2,135.42	0.00 0.00 0.00 2,135.42	2,135.42
037833ET3	APPLE INC 4.0 05/10/2028	05/08/2023 05/10/2023 95,000.00	94,816.65 0.00 0.00 94,816.65	221.67 0.00 538.33 316.67	0.00 0.00 0.00 316.67	316.67
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	07/11/2023 07/18/2023 33,954.40	37,640.63 0.00 (3,692.25) 33,948.39	34.32 171.61 30.96 168.24	0.00 0.00 0.00 168.24	168.24

INCOME EARNED



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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
05594HAD5	BMWLT 2025-2 A3 3.97 09/25/2028	10/08/2025 10/15/2025 295,000.00	294,999.17 0.00 0.00 294,999.17	195.19 975.96 195.19 975.96	0.00 0.00 0.00 975.96	975.96
06051GGF0	BANK OF AMERICA CORP 3.824 01/20/2028	04/10/2023 04/12/2023 400,000.00	382,596.00 0.00 0.00 382,596.00	5,566.04 0.00 6,840.71 1,274.67	0.00 0.00 0.00 1,274.67	1,274.67
06051GHM4	BANK OF AMERICA CORP 4.271 07/23/2029	08/22/2024 08/23/2024 200,000.00	197,582.00 0.00 0.00 197,582.00	3,037.16 0.00 3,748.99 711.83	0.00 0.00 0.00 711.83	711.83
06051GHV4	BANK OF AMERICA CORP 3.194 07/23/2030	08/25/2025 08/26/2025 200,000.00	191,676.00 0.00 0.00 191,676.00	2,271.29 0.00 2,803.62 532.33	0.00 0.00 0.00 532.33	532.33
06406RAB3	BANK OF NEW YORK MELLON CORP 3.442 02/07/2028	10/12/2023 10/16/2023 700,000.00	650,293.00 0.00 0.00 650,293.00	7,629.77 0.00 9,637.60 2,007.83	0.00 0.00 0.00 2,007.83	2,007.83
084664CZ2	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027	03/07/2022 03/15/2022 400,000.00	399,924.00 0.00 0.00 399,924.00	1,942.22 0.00 2,708.89 766.67	0.00 0.00 0.00 766.67	766.67
14913R3A3	CATERPILLAR FINANCIAL SERVICES CORP 3.6 08/12/2027	08/22/2022 08/24/2022 330,000.00	326,841.90 0.00 0.00 326,841.90	3,597.00 0.00 4,587.00 990.00	0.00 0.00 0.00 990.00	990.00
14913UAJ9	CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029	07/26/2024 07/29/2024 300,000.00	303,522.00 0.00 0.00 303,522.00	3,799.17 0.00 5,011.67 1,212.50	0.00 0.00 0.00 1,212.50	1,212.50
161571HT4	CHAIT 2023-1 A 5.16 09/15/2028	09/07/2023 09/15/2023 460,000.00	459,872.49 0.00 0.00 459,872.49	1,054.93 1,978.00 1,054.93 1,978.00	0.00 0.00 0.00 1,978.00	1,978.00

INCOME EARNED



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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
24422EXB0	JOHN DEERE CAPITAL CORP 4.95 07/14/2028	10/12/2023 10/16/2023 650,000.00	640,913.00 0.00 0.00 640,913.00	12,244.38 0.00 14,925.63 2,681.25	0.00 0.00 0.00 2,681.25	2,681.25
3130ATUC9	FEDERAL HOME LOAN BANKS 4.5 12/12/2025	02/08/2023 02/09/2023 0.00	806,032.00 0.00 (806,032.00) 0.00	16,900.00 18,000.00 0.00 1,100.00	0.00 0.00 0.00 1,100.00	1,100.00
3130AWMN7	FEDERAL HOME LOAN BANKS 4.375 06/09/2028	07/26/2023 07/27/2023 550,000.00	552,475.00 0.00 0.00 552,475.00	11,496.53 12,031.25 1,470.49 2,005.21	0.00 0.00 0.00 2,005.21	2,005.21
3130AWTR1	FEDERAL HOME LOAN BANKS 4.375 09/08/2028	800,000.00	788,265.00 0.00 0.00 788,265.00	8,069.44 0.00 10,986.11 2,916.67	0.00 0.00 0.00 2,916.67	2,916.67
3133ERDH1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 04/30/2029	05/21/2024 05/22/2024 550,000.00	556,715.50 0.00 0.00 556,715.50	2,249.65 0.00 4,426.74 2,177.08	0.00 0.00 0.00 2,177.08	2,177.08
3137FG6X8	FHMS K-077 A2 3.85 05/25/2028	05/24/2023 05/30/2023 840,000.00	824,578.13 0.00 0.00 824,578.13	2,695.00 2,695.00 2,695.00 2,695.00	0.00 0.00 0.00 2,695.00	2,695.00
3137FKUP9	FHMS K-087 A2 3.771 12/25/2028	12/15/2025 12/18/2025 631,576.65	630,269.09 0.00 630,269.09	0.00 (1,124.68) 1,984.73 860.05	0.00 0.00 0.00 860.05	860.05
3137FRUT6	FHMS K-106 A2 2.069 01/25/2030	07/14/2025 07/17/2025 600,000.00	546,867.19 0.00 0.00 546,867.19	1,034.50 1,034.50 1,034.50 1,034.50	0.00 0.00 0.00 1,034.50	1,034.50
34532BAG6	FORDO 2025-B A3 3.91 04/15/2030	09/23/2025 09/26/2025 275,000.00	274,970.33 0.00 0.00 274,970.33	477.89 896.04 477.89 896.04	0.00 0.00 0.00 896.04	896.04

INCOME EARNED



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34535VAD6	FORDO 2024-D A3 4.61 08/15/2029	11/19/2024 11/22/2024 325,000.00	324,989.57 0.00 0.00 324,989.57	665.89 1,248.54 665.89 1,248.54	0.00 0.00 0.00 1,248.54	1,248.54
362585AC5	GMCAR 2022-2 A3 3.1 02/16/2027	04/05/2022 04/13/2022 0.00	2,414.23 0.00 (2,414.23) 0.00	3.12 6.24 0.00 3.12	0.00 0.00 0.00 3.12	3.12
437076DC3	HOME DEPOT INC 4.75 06/25/2029	06/17/2024 06/25/2024 235,000.00	233,484.25 0.00 0.00 233,484.25	4,837.08 5,581.25 186.04 930.21	0.00 0.00 0.00 930.21	930.21
438123AC5	HAROT 2023-4 A3 5.67 06/21/2028	11/01/2023 11/08/2023 124,021.10	132,851.03 0.00 (8,851.77) 123,999.26	209.28 627.83 195.33 613.89	0.00 0.00 0.00 613.89	613.89
44935CAD3	HART 2025-A A3 4.32 10/15/2029	03/04/2025 03/12/2025 335,000.00	334,950.59 0.00 0.00 334,950.59	643.20 1,206.00 643.20 1,206.00	0.00 0.00 0.00 1,206.00	1,206.00
4581X0DV7	INTER-AMERICAN DEVELOPMENT BANK 0.875 04/20/2026	04/13/2021 04/20/2021 890,000.00	885,923.80 0.00 0.00 885,923.80	886.91 0.00 1,535.87 648.96	0.00 0.00 0.00 648.96	648.96
4581X0EN4	INTER-AMERICAN DEVELOPMENT BANK 4.125 02/15/2029	02/15/2024 02/20/2024 700,000.00	694,246.00 0.00 0.00 694,246.00	8,502.08 0.00 10,908.33 2,406.25	0.00 0.00 0.00 2,406.25	2,406.25
459058LN1	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.875 10/16/2029	12/17/2024 12/18/2024 500,000.00	489,585.00 0.00 0.00 489,585.00	2,420.00 0.00 4,035.00 1,615.00	0.00 0.00 0.00 1,615.00	1,615.00
45950KDD9	INTERNATIONAL FINANCE CORP 4.5 07/13/2028	07/06/2023 07/13/2023 240,000.00	239,733.60 0.00 0.00 239,733.60	4,140.00 0.00 5,040.00 900.00	0.00 0.00 0.00 900.00	900.00

INCOME EARNED



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46647PAX4	JPMORGAN CHASE & CO 4.452 12/05/2029	12/09/2024 12/10/2024 225,000.00	222,830.99 0.00 0.00 222,830.99	4,897.20 5,008.50 723.45 834.75	0.00 0.00 0.00 834.75	834.75
46647PDG8	JPMORGAN CHASE & CO 4.851 07/25/2028	08/04/2023 08/08/2023 550,000.00	541,799.50 0.00 0.00 541,799.50	9,338.18 0.00 11,561.55 2,223.38	0.00 0.00 0.00 2,223.38	2,223.38
477920AC6	JDOT 2023-B A3 5.18 03/15/2028	06/21/2023 06/28/2023 80,559.18	86,450.72 0.00 (5,904.97) 80,545.74	199.06 373.24 185.47 359.64	0.00 0.00 0.00 359.64	359.64
47800AAC4	JDOT 2022-B A3 3.74 02/16/2027	07/12/2022 07/20/2022 20,805.95	25,032.07 0.00 (4,228.12) 20,803.96	41.61 78.02 34.58 70.99	0.00 0.00 0.00 70.99	70.99
47800DAD6	JDOT 2025 A3 4.23 09/17/2029	03/04/2025 03/11/2025 265,000.00	264,983.33 0.00 0.00 264,983.33	498.20 934.13 498.20 934.13	0.00 0.00 0.00 934.13	934.13
571748CA8	MARSH & MCLENNAN COMPANIES INC 4.65 03/15/2030	03/18/2025 03/19/2025 650,000.00	647,907.00 0.00 0.00 647,907.00	6,380.83 0.00 8,899.58 2,518.75	0.00 0.00 0.00 2,518.75	2,518.75
58768PAC8	MBART 2022-1 A3 5.21 08/16/2027	11/15/2022 11/22/2022 75,103.10	87,895.56 0.00 (12,807.31) 75,088.25	203.57 381.69 173.91 352.03	0.00 0.00 0.00 352.03	352.03
61747YFD2	MORGAN STANLEY 5.164 04/20/2029	08/26/2024 08/27/2024 200,000.00	204,174.00 0.00 0.00 204,174.00	1,176.24 0.00 2,036.91 860.67	0.00 0.00 0.00 860.67	860.67
61772BAB9	MORGAN STANLEY 1.593 05/04/2027	550,000.00	491,295.70 0.00 0.00 491,295.70	657.11 0.00 1,387.24 730.13	0.00 0.00 0.00 730.13	730.13

INCOME EARNED



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63743HFX5	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.95 02/07/2030	670,000.00	671,754.90 0.00 0.00 671,754.90	10,502.25 0.00 13,266.00 2,763.75	0.00 0.00 0.00 2,763.75	2,763.75
69371RS80	PACCAR FINANCIAL CORP 4.6 01/31/2029	01/24/2024 01/31/2024 675,000.00	673,899.75 0.00 0.00 673,899.75	10,436.25 0.00 13,023.75 2,587.50	0.00 0.00 0.00 2,587.50	2,587.50
74340XBNO	PROLOGIS LP 2.125 04/15/2027	11/09/2022 11/14/2022 550,000.00	484,709.50 0.00 0.00 484,709.50	1,493.40 0.00 2,467.36 973.96	0.00 0.00 0.00 973.96	973.96
74456QBU9	PUBLIC SERVICE ELECTRIC AND GAS CO 3.7 05/01/2028	09/06/2023 09/08/2023 450,000.00	424,255.50 0.00 0.00 424,255.50	1,387.50 0.00 2,775.00 1,387.50	0.00 0.00 0.00 1,387.50	1,387.50
756109AU8	REALTY INCOME CORP 3.65 01/15/2028	05/17/2023 05/19/2023 525,000.00	499,275.00 0.00 0.00 499,275.00	7,239.17 0.00 8,836.04 1,596.88	0.00 0.00 0.00 1,596.88	1,596.88
78016HZS2	ROYAL BANK OF CANADA 5.2 08/01/2028	09/07/2023 09/11/2023 500,000.00	493,010.00 0.00 0.00 493,010.00	8,666.67 0.00 10,833.33 2,166.67	0.00 0.00 0.00 2,166.67	2,166.67
79466LAF1	SALESFORCE INC 3.7 04/11/2028	10/05/2023 10/10/2023 700,000.00	658,350.00 0.00 0.00 658,350.00	3,597.22 0.00 5,755.56 2,158.33	0.00 0.00 0.00 2,158.33	2,158.33
828807DZ7	SIMON PROPERTY GROUP LP 4.375 10/01/2030	12/08/2025 12/09/2025 575,000.00	577,507.00 0.00 577,507.00	0.00 (7,686.63) 9,223.96 1,537.33	0.00 0.00 0.00 1,537.33	1,537.33
857477DB6	STATE STREET CORP 4.834 04/24/2030	06/11/2025 06/12/2025 550,000.00	554,823.50 0.00 0.00 554,823.50	2,732.55 0.00 4,948.14 2,215.58	0.00 0.00 0.00 2,215.58	2,215.58

INCOME EARNED



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87612EBM7	TARGET CORP 1.95 01/15/2027	01/19/2022 01/24/2022 0.00	249,575.00 0.00 (249,575.00) 0.00	1,841.67 1,950.00 0.00 108.33	0.00 0.00 0.00 108.33	108.33
89115A2M3	TORONTO-DOMINION BANK 5.156 01/10/2028	06/28/2023 06/30/2023 550,000.00	547,470.00 0.00 0.00 547,470.00	11,106.88 0.00 13,470.05 2,363.17	0.00 0.00 0.00 2,363.17	2,363.17
89231GAD0	TAOT 2025-D A3 3.84 06/17/2030	10/15/2025 10/23/2025 355,000.00	354,959.18 0.00 0.00 354,959.18	605.87 1,136.00 605.87 1,136.00	0.00 0.00 0.00 1,136.00	1,136.00
89236TJK2	TOYOTA MOTOR CREDIT CORP 1.125 06/18/2026	06/15/2021 06/18/2021 465,000.00	464,795.40 0.00 0.00 464,795.40	2,368.59 2,615.63 188.91 435.94	0.00 0.00 0.00 435.94	435.94
89236TLB9	TOYOTA MOTOR CREDIT CORP 5.25 09/11/2028	10/12/2023 10/16/2023 800,000.00	792,984.00 0.00 0.00 792,984.00	9,333.33 0.00 12,833.33 3,500.00	0.00 0.00 0.00 3,500.00	3,500.00
91159HJM3	US BANCORP 5.775 06/12/2029	06/20/2024 06/21/2024 550,000.00	559,955.00 0.00 0.00 559,955.00	14,910.73 15,881.25 1,676.35 2,646.88	0.00 0.00 0.00 2,646.88	2,646.88
9128283W8	UNITED STATES TREASURY 2.75 02/15/2028	03/08/2023 03/09/2023 600,000.00	557,320.31 0.00 0.00 557,320.31	4,842.39 0.00 6,232.34 1,389.95	0.00 0.00 0.00 1,389.95	1,389.95
9128285M8	UNITED STATES TREASURY 3.125 11/15/2028	11/17/2023 11/20/2023 650,000.00	610,720.70 0.00 0.00 610,720.70	897.79 0.00 2,637.26 1,739.47	0.00 0.00 0.00 1,739.47	1,739.47
91282CCV1	UNITED STATES TREASURY 1.125 08/31/2028	950,000.00	802,849.61 0.00 0.00 802,849.61	2,716.16 0.00 3,631.39 915.23	0.00 0.00 0.00 915.23	915.23

INCOME EARNED



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91282CCW9	UNITED STATES TREASURY 0.75 08/31/2026	700,000.00	696,019.54 0.00 0.00 696,019.54	1,334.25 0.00 1,783.84 449.59	0.00 0.00 0.00 449.59	449.59
91282CDG3	UNITED STATES TREASURY 1.125 10/31/2026	1,000,000.00	993,398.44 0.00 0.00 993,398.44	963.40 0.00 1,926.80 963.40	0.00 0.00 0.00 963.40	963.40
91282CEF4	UNITED STATES TREASURY 2.5 03/31/2027	09/27/2022 09/28/2022 650,000.00	603,636.72 0.00 0.00 603,636.72	2,767.86 0.00 4,151.79 1,383.93	0.00 0.00 0.00 1,383.93	1,383.93
91282CEN7	UNITED STATES TREASURY 2.75 04/30/2027	06/13/2022 06/14/2022 650,000.00	630,068.36 0.00 0.00 630,068.36	1,530.73 0.00 3,061.46 1,530.73	0.00 0.00 0.00 1,530.73	1,530.73
91282CEW7	UNITED STATES TREASURY 3.25 06/30/2027	07/12/2022 07/13/2022 650,000.00	657,566.41 0.00 0.00 657,566.41	8,840.35 10,562.50 58.36 1,780.50	0.00 0.00 0.00 1,780.50	1,780.50
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	09/08/2022 09/09/2022 450,000.00	445,095.70 0.00 0.00 445,095.70	3,573.90 0.00 4,778.14 1,204.25	0.00 0.00 0.00 1,204.25	1,204.25
91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	1,200,000.00	1,167,544.92 0.00 0.00 1,167,544.92	9,530.39 0.00 12,741.71 3,211.33	0.00 0.00 0.00 3,211.33	3,211.33
91282CFM8	UNITED STATES TREASURY 4.125 09/30/2027	10/28/2022 10/31/2022 600,000.00	598,125.00 0.00 0.00 598,125.00	4,215.66 0.00 6,323.49 2,107.83	0.00 0.00 0.00 2,107.83	2,107.83
91282CFU0	UNITED STATES TREASURY 4.125 10/31/2027	1,050,000.00	1,067,035.16 0.00 0.00 1,067,035.16	3,709.08 0.00 7,418.16 3,709.08	0.00 0.00 0.00 3,709.08	3,709.08

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CGC9	UNITED STATES TREASURY 3.875 12/31/2027	01/26/2023 01/27/2023 525,000.00	531,029.30 0.00 0.00 531,029.30	8,513.42 10,171.88 56.20 1,714.66	0.00 0.00 0.00 1,714.66	1,714.66
91282CGH8	UNITED STATES TREASURY 3.5 01/31/2028	12/11/2023 12/12/2023 700,000.00	677,113.28 0.00 0.00 677,113.28	8,188.86 0.00 10,252.72 2,063.86	0.00 0.00 0.00 2,063.86	2,063.86
91282CGT2	UNITED STATES TREASURY 3.625 03/31/2028	850,000.00	849,814.46 0.00 0.00 849,814.46	5,248.28 0.00 7,872.42 2,624.14	0.00 0.00 0.00 2,624.14	2,624.14
91282CHA2	UNITED STATES TREASURY 3.5 04/30/2028	05/19/2023 05/22/2023 800,000.00	792,281.25 0.00 0.00 792,281.25	2,397.79 0.00 4,795.58 2,397.79	0.00 0.00 0.00 2,397.79	2,397.79
91282CHE4	UNITED STATES TREASURY 3.625 05/31/2028	875,000.00	852,414.06 0.00 0.00 852,414.06	87.14 15,859.38 2,788.46 18,560.70	0.00 0.00 0.00 18,560.70	18,560.70
91282CHK0	UNITED STATES TREASURY 4.0 06/30/2028	10/13/2023 10/16/2023 850,000.00	826,259.77 0.00 0.00 826,259.77	14,228.26 17,000.00 93.92 2,865.66	0.00 0.00 0.00 2,865.66	2,865.66
91282CHQ7	UNITED STATES TREASURY 4.125 07/31/2028	10/13/2023 10/16/2023 800,000.00	781,375.00 0.00 0.00 781,375.00	11,029.89 0.00 13,809.78 2,779.89	0.00 0.00 0.00 2,779.89	2,779.89
91282CJA0	UNITED STATES TREASURY 4.625 09/30/2028	10/05/2023 10/06/2023 850,000.00	847,542.97 0.00 0.00 847,542.97	6,696.09 0.00 10,044.13 3,348.04	0.00 0.00 0.00 3,348.04	3,348.04
91282CJR3	UNITED STATES TREASURY 3.75 12/31/2028	01/17/2024 01/18/2024 650,000.00	642,052.73 0.00 0.00 642,052.73	10,200.41 12,187.50 67.33 2,054.43	0.00 0.00 0.00 2,054.43	2,054.43

INCOME EARNED



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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CJW2	UNITED STATES TREASURY 4.0 01/31/2029	02/26/2024 02/27/2024 750,000.00	739,599.61 0.00 0.00 739,599.61	10,027.17 0.00 12,554.35 2,527.17	0.00 0.00 0.00 2,527.17	2,527.17
91282CKD2	UNITED STATES TREASURY 4.25 02/28/2029	800,000.00	798,457.03 0.00 0.00 798,457.03	8,640.88 0.00 11,552.49 2,911.60	0.00 0.00 0.00 2,911.60	2,911.60
91282CKG5	UNITED STATES TREASURY 4.125 03/31/2029	850,000.00	832,064.45 0.00 0.00 832,064.45	5,972.18 0.00 8,958.28 2,986.09	0.00 0.00 0.00 2,986.09	2,986.09
91282CKP5	UNITED STATES TREASURY 4.625 04/30/2029	800,000.00	799,640.62 0.00 0.00 799,640.62	3,168.51 0.00 6,337.02 3,168.51	0.00 0.00 0.00 3,168.51	3,168.51
91282CKT7	UNITED STATES TREASURY 4.5 05/31/2029	06/26/2024 06/27/2024 600,000.00	604,406.25 0.00 0.00 604,406.25	74.18 13,500.00 2,373.63 15,799.45	0.00 0.00 0.00 15,799.45	15,799.45
91282CKX8	UNITED STATES TREASURY 4.25 06/30/2029	950,000.00	972,701.17 0.00 0.00 972,701.17	16,896.06 20,187.50 111.53 3,402.97	0.00 0.00 0.00 3,402.97	3,402.97
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	950,000.00	954,156.26 0.00 0.00 954,156.26	12,701.09 0.00 15,902.17 3,201.09	0.00 0.00 0.00 3,201.09	3,201.09
91282CLN9	UNITED STATES TREASURY 3.5 09/30/2029	1,200,000.00	1,186,796.88 0.00 0.00 1,186,796.88	7,153.85 0.00 10,730.77 3,576.92	0.00 0.00 0.00 3,576.92	3,576.92
91282CLRO	UNITED STATES TREASURY 4.125 10/31/2029	1,050,000.00	1,044,560.54 0.00 0.00 1,044,560.54	3,709.08 0.00 7,418.16 3,709.08	0.00 0.00 0.00 3,709.08	3,709.08

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CLX7	UNITED STATES TREASURY 4.125 11/15/2027	04/28/2025 04/29/2025 625,000.00	630,493.16 0.00 0.00 630,493.16	1,139.50 0.00 3,347.29 2,207.79	0.00 0.00 0.00 2,207.79	2,207.79
91282CMA6	UNITED STATES TREASURY 4.125 11/30/2029	1,100,000.00	1,089,496.10 0.00 0.00 1,089,496.10	124.66 22,687.50 3,989.01 26,551.85	0.00 0.00 0.00 26,551.85	26,551.85
91282CMD0	UNITED STATES TREASURY 4.375 12/31/2029	1,100,000.00	1,098,230.47 0.00 0.00 1,098,230.47	20,139.27 24,062.50 132.94 4,056.18	0.00 0.00 0.00 4,056.18	4,056.18
91282CMU2	UNITED STATES TREASURY 4.0 03/31/2030	04/15/2025 04/16/2025 750,000.00	750,732.42 0.00 0.00 750,732.42	5,109.89 0.00 7,664.84 2,554.95	0.00 0.00 0.00 2,554.95	2,554.95
91282CMZ1	UNITED STATES TREASURY 3.875 04/30/2030	05/28/2025 05/29/2025 650,000.00	644,287.11 0.00 0.00 644,287.11	2,156.94 0.00 4,313.88 2,156.94	0.00 0.00 0.00 2,156.94	2,156.94
91282CNG2	UNITED STATES TREASURY 4.0 05/31/2030	06/23/2025 06/24/2025 700,000.00	703,062.50 0.00 0.00 703,062.50	76.92 14,000.00 2,461.54 16,384.62	0.00 0.00 0.00 16,384.62	16,384.62
91282CNK3	UNITED STATES TREASURY 3.875 06/30/2030	07/24/2025 07/25/2025 1,000,000.00	996,054.69 0.00 0.00 996,054.69	16,216.03 19,375.00 107.04 3,266.01	0.00 0.00 0.00 3,266.01	3,266.01
91282CNX5	UNITED STATES TREASURY 3.625 08/31/2030	09/22/2025 09/23/2025 700,000.00	698,085.94 0.00 0.00 698,085.94	6,448.90 0.00 8,621.89 2,173.00	0.00 0.00 0.00 2,173.00	2,173.00
91282CPA3	UNITED STATES TREASURY 3.625 09/30/2030	10/30/2025 10/31/2025 700,000.00	696,937.50 0.00 0.00 696,937.50	4,322.12 0.00 6,483.17 2,161.06	0.00 0.00 0.00 2,161.06	2,161.06

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CPD7	UNITED STATES TREASURY 3.625 10/31/2030	10/30/2025 10/31/2025 700,000.00	697,019.53 0.00 0.00 697,019.53	2,173.00 0.00 4,345.99 2,173.00	0.00 0.00 0.00 2,173.00	2,173.00
91282CPN5	UNITED STATES TREASURY 3.5 11/30/2030	12/08/2025 12/09/2025 700,000.00	0.00 691,906.25 0.00 691,906.25	0.00 (605.77) 2,153.85 1,548.08	0.00 0.00 0.00 1,548.08	1,548.08
927804GH1	VIRGINIA ELECTRIC AND POWER CO 3.75 05/15/2027	05/16/2022 05/31/2022 115,000.00	114,641.20 0.00 0.00 114,641.20	191.67 0.00 551.04 359.38	0.00 0.00 0.00 359.38	359.38
931142ERO	WALMART INC 1.05 09/17/2026	09/08/2021 09/17/2021 110,000.00	109,792.10 0.00 0.00 109,792.10	237.42 0.00 333.67 96.25	0.00 0.00 0.00 96.25	96.25
931142EX7	WALMART INC 3.95 09/09/2027	09/09/2022 250,000.00	249,702.50 0.00 0.00 249,702.50	2,249.31 0.00 3,072.22 822.92	0.00 0.00 0.00 822.92	822.92
Total Fixed Income		56,641,020.38	54,892,854.88 1,899,682.34 (1,093,505.65) 55,699,031.57	468,840.38 244,987.36 467,356.26 243,503.24	0.00 0.00 0.00 243,503.24	243,503.24
TOTAL PORTFOLIO		57,139,061.39	56,031,012.71 2,978,805.76 (2,745,994.28) 56,197,072.58	468,840.38 247,634.76 467,356.26 246,150.64	0.00 0.00 0.00 246,150.64	246,150.64

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JANUARY 2026							
01/02/2026	Dividend	31846V203	0.00	FIRST AMER:GVT OBLG Y	1,942.67		1,942.67
01/07/2026	Coupon	02665WEM9	500,000.00	AMERICAN HONDA FINANCE CORP 5.125 07/07/2028		12,812.50	12,812.50
01/12/2026	Coupon	89115A2M3	550,000.00	TORONTO-DOMINION BANK 5.156 01/10/2028		14,179.00	14,179.00
01/13/2026	Coupon	45950KDD9	240,000.00	INTERNATIONAL FINANCE CORP 4.5 07/13/2028		5,400.00	5,400.00
01/14/2026	Coupon	24422EXB0	650,000.00	JOHN DEERE CAPITAL CORP 4.95 07/14/2028		16,087.50	16,087.50
01/15/2026	Coupon	161571HT4	460,000.00	CHAIT 2023-1 A 5.16 09/15/2028		1,978.00	1,978.00
01/15/2026	Coupon	34532BAG6	275,000.00	FORDO 2025-B A3 3.91 04/15/2030		896.04	896.04
01/15/2026	Coupon	34535VAD6	325,000.00	FORDO 2024-D A3 4.61 08/15/2029		1,248.54	1,248.54
01/15/2026	Coupon	44935CAD3	335,000.00	HART 2025-A A3 4.32 10/15/2029		1,206.00	1,206.00
01/15/2026	Coupon	477920AC6	80,559.18	JDOT 2023-B A3 5.18 03/15/2028		354.92	354.92
01/15/2026	Principal Paydown	477920AC6	80,559.18	JDOT 2023-B A3 5.18 03/15/2028	9,791.86		9,791.86
01/15/2026	Coupon	47800AAC4	20,805.95	JDOT 2022-B A3 3.74 02/16/2027		64.85	64.85
01/15/2026	Principal Paydown	47800AAC4	20,805.95	JDOT 2022-B A3 3.74 02/16/2027	7,412.41		7,412.41
01/15/2026	Coupon	47800DAD6	265,000.00	JDOT 2025 A3 4.23 09/17/2029		934.13	934.13
01/15/2026	Coupon	58768PAC8	75,103.10	MBART 2022-1 A3 5.21 08/16/2027		360.28	360.28
01/15/2026	Principal Paydown	58768PAC8	75,103.10	MBART 2022-1 A3 5.21 08/16/2027	12,171.83		12,171.83
01/15/2026	Coupon	756109AU8	525,000.00	REALTY INCOME CORP 3.65 01/15/2028		9,581.25	9,581.25
01/15/2026	Coupon	89231GAD0	355,000.00	TAOT 2025-D A3 3.84 06/17/2030		1,136.00	1,136.00
01/20/2026	Coupon	06051GGF0	400,000.00	BANK OF AMERICA CORP 3.824 01/20/2028		7,648.00	7,648.00
01/21/2026	Coupon	438123AC5	124,021.10	HAROT 2023-4 A3 5.67 06/21/2028		586.00	586.00
01/21/2026	Principal Paydown	438123AC5	124,021.10	HAROT 2023-4 A3 5.67 06/21/2028	8,226.72		8,226.72
01/23/2026	Coupon	06051GHM4	200,000.00	BANK OF AMERICA CORP 4.271 07/23/2029		4,271.00	4,271.00
01/23/2026	Coupon	06051GHV4	200,000.00	BANK OF AMERICA CORP 3.194 07/23/2030		3,194.00	3,194.00
01/26/2026	Coupon	05592XAD2	33,954.40	BMWOT 2023-A A3 5.47 02/25/2028		154.78	154.78
01/26/2026	Principal Paydown	05592XAD2	33,954.40	BMWOT 2023-A A3 5.47 02/25/2028	3,175.88		3,175.88
01/26/2026	Coupon	05594HAD5	295,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		975.96	975.96
01/26/2026	Coupon	3137FG6X8	840,000.00	FHMS K-077 A2 3.85 05/25/2028		2,695.00	2,695.00
01/26/2026	Coupon	3137FKUP9	631,576.65	FHMS K-087 A2 3.771 12/25/2028		1,984.73	1,984.73
01/26/2026	Principal Paydown	3137FKUP9	631,576.65	FHMS K-087 A2 3.771 12/25/2028	702.17		702.17

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/26/2026	Coupon	3137FRUT6	600,000.00	FHMS K-106 A2 2.069 01/25/2030		1,034.50	1,034.50
01/26/2026	Coupon	46647PDG8	550,000.00	JPMORGAN CHASE & CO 4.851 07/25/2028		13,340.25	13,340.25
January 2026 Total					43,423.53	102,123.22	145,546.74
FEBRUARY 2026							
02/02/2026	Coupon	69371RS80	675,000.00	PACCAR FINANCIAL CORP 4.6 01/31/2029		15,525.00	15,525.00
02/02/2026	Coupon	78016HZS2	500,000.00	ROYAL BANK OF CANADA 5.2 08/01/2028		13,000.00	13,000.00
02/02/2026	Coupon	91282CGH8	700,000.00	UNITED STATES TREASURY 3.5 01/31/2028		12,250.00	12,250.00
02/02/2026	Coupon	91282CHQ7	800,000.00	UNITED STATES TREASURY 4.125 07/31/2028		16,500.00	16,500.00
02/02/2026	Coupon	91282CJW2	750,000.00	UNITED STATES TREASURY 4.0 01/31/2029		15,000.00	15,000.00
02/02/2026	Coupon	91282CLC3	950,000.00	UNITED STATES TREASURY 4.0 07/31/2029		19,000.00	19,000.00
02/09/2026	Coupon	06406RAB3	700,000.00	BANK OF NEW YORK MELLON CORP 3.442 02/07/2028		12,047.00	12,047.00
02/09/2026	Coupon	63743HFX5	670,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.95 02/07/2030		16,582.50	16,582.50
02/12/2026	Coupon	14913R3A3	330,000.00	CATERPILLAR FINANCIAL SERVICES CORP 3.6 08/12/2027		5,940.00	5,940.00
02/16/2026	Coupon	161571HT4	460,000.00	CHAIT 2023-1 A 5.16 09/15/2028		1,978.00	1,978.00
02/16/2026	Coupon	34532BAG6	275,000.00	FORDO 2025-B A3 3.91 04/15/2030		896.04	896.04
02/16/2026	Coupon	34535VAD6	325,000.00	FORDO 2024-D A3 4.61 08/15/2029		1,248.54	1,248.54
02/16/2026	Coupon	44935CAD3	335,000.00	HART 2025-A A3 4.32 10/15/2029		1,206.00	1,206.00
02/16/2026	Coupon	477920AC6	80,559.18	JDOT 2023-B A3 5.18 03/15/2028		312.65	312.65
02/16/2026	Principal Paydown	477920AC6	80,559.18	JDOT 2023-B A3 5.18 03/15/2028	8,157.55		8,157.55
02/16/2026	Coupon	47800AAC4	20,805.95	JDOT 2022-B A3 3.74 02/16/2027		41.74	41.74
02/16/2026	Principal Paydown	47800AAC4	20,805.95	JDOT 2022-B A3 3.74 02/16/2027	6,257.23		6,257.23
02/16/2026	Coupon	47800DAD6	265,000.00	JDOT 2025 A3 4.23 09/17/2029		934.13	934.13
02/16/2026	Coupon	58768PAC8	75,103.10	MBART 2022-1 A3 5.21 08/16/2027		307.44	307.44
02/16/2026	Principal Paydown	58768PAC8	75,103.10	MBART 2022-1 A3 5.21 08/16/2027	12,021.19		12,021.19
02/16/2026	Coupon	89231GAD0	355,000.00	TAOT 2025-D A3 3.84 06/17/2030		1,136.00	1,136.00
02/17/2026	Coupon	4581X0EN4	700,000.00	INTER-AMERICAN DEVELOPMENT BANK 4.125 02/15/2029		14,437.50	14,437.50
02/17/2026	Coupon	9128283W8	600,000.00	UNITED STATES TREASURY 2.75 02/15/2028		8,250.00	8,250.00
02/23/2026	Coupon	438123AC5	124,021.10	HAROT 2023-4 A3 5.67 06/21/2028		547.13	547.13

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/23/2026	Principal Paydown	438123AC5	124,021.10	HAROT 2023-4 A3 5.67 06/21/2028	8,156.55		8,156.55
02/25/2026	Coupon	05592XAD2	33,954.40	BMWOT 2023-A A3 5.47 02/25/2028		140.30	140.30
02/25/2026	Principal Paydown	05592XAD2	33,954.40	BMWOT 2023-A A3 5.47 02/25/2028	3,136.66		3,136.66
02/25/2026	Coupon	05594HAD5	295,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		975.96	975.96
02/25/2026	Coupon	3137FG6X8	840,000.00	FHMS K-077 A2 3.85 05/25/2028		2,695.00	2,695.00
02/25/2026	Coupon	3137FKUP9	631,576.65	FHMS K-087 A2 3.771 12/25/2028		1,982.52	1,982.52
02/25/2026	Principal Paydown	3137FKUP9	631,576.65	FHMS K-087 A2 3.771 12/25/2028	704.81		704.81
02/25/2026	Coupon	3137FRUT6	600,000.00	FHMS K-106 A2 2.069 01/25/2030		1,034.50	1,034.50
02/27/2026	Coupon	14913UAJ9	300,000.00	CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029		7,275.00	7,275.00
February 2026 Total					38,433.99	171,242.94	209,676.94
MARCH 2026							
03/02/2026	Coupon	91282CCV1	950,000.00	UNITED STATES TREASURY 1.125 08/31/2028		5,343.75	5,343.75
03/02/2026	Coupon	91282CCW9	700,000.00	UNITED STATES TREASURY 0.75 08/31/2026		2,625.00	2,625.00
03/02/2026	Coupon	91282CFH9	450,000.00	UNITED STATES TREASURY 3.125 08/31/2027		7,031.25	7,031.25
03/02/2026	Coupon	91282CFJ5	1,200,000.00	UNITED STATES TREASURY 3.125 08/31/2029		18,750.00	18,750.00
03/02/2026	Coupon	91282CKD2	800,000.00	UNITED STATES TREASURY 4.25 02/28/2029		17,000.00	17,000.00
03/02/2026	Coupon	91282CNX5	700,000.00	UNITED STATES TREASURY 3.625 08/31/2030		12,687.50	12,687.50
03/09/2026	Coupon	3130AWTR1	800,000.00	FEDERAL HOME LOAN BANKS 4.375 09/08/2028		17,500.00	17,500.00
03/09/2026	Coupon	931142EX7	250,000.00	WALMART INC 3.95 09/09/2027		4,937.50	4,937.50
03/11/2026	Coupon	89236TLB9	800,000.00	TOYOTA MOTOR CREDIT CORP 5.25 09/11/2028		21,000.00	21,000.00
03/16/2026	Coupon	084664CZ2	400,000.00	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027		4,600.00	4,600.00
03/16/2026	Coupon	161571HT4	460,000.00	CHAIT 2023-1 A 5.16 09/15/2028		1,978.00	1,978.00
03/16/2026	Coupon	34532BAG6	275,000.00	FORDO 2025-B A3 3.91 04/15/2030		896.04	896.04
03/16/2026	Coupon	34535VAD6	325,000.00	FORDO 2024-D A3 4.61 08/15/2029		1,248.54	1,248.54
03/16/2026	Coupon	44935CAD3	335,000.00	HART 2025-A A3 4.32 10/15/2029		1,206.00	1,206.00
03/16/2026	Coupon	477920AC6	80,559.18	JDOT 2023-B A3 5.18 03/15/2028		277.43	277.43
03/16/2026	Principal Paydown	477920AC6	80,559.18	JDOT 2023-B A3 5.18 03/15/2028	6,904.51		6,904.51
03/16/2026	Coupon	47800AAC4	20,805.95	JDOT 2022-B A3 3.74 02/16/2027		22.24	22.24

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/16/2026	Principal Paydown	47800AAC4	20,805.95	JDOT 2022-B A3 3.74 02/16/2027	5,270.79		5,270.79
03/16/2026	Coupon	47800DAD6	265,000.00	JDOT 2025 A3 4.23 09/17/2029		934.13	934.13
03/16/2026	Coupon	571748CA8	650,000.00	MARSH & MCLENNAN COMPANIES INC 4.65 03/15/2030		15,112.50	15,112.50
03/16/2026	Coupon	58768PAC8	75,103.10	MBART 2022-1 A3 5.21 08/16/2027		255.25	255.25
03/16/2026	Principal Paydown	58768PAC8	75,103.10	MBART 2022-1 A3 5.21 08/16/2027	11,718.28		11,718.28
03/16/2026	Coupon	89231GAD0	355,000.00	TAOT 2025-D A3 3.84 06/17/2030		1,136.00	1,136.00
03/17/2026	Coupon	931142ER0	110,000.00	WALMART INC 1.05 09/17/2026		577.50	577.50
03/23/2026	Coupon	438123AC5	124,021.10	HAROT 2023-4 A3 5.67 06/21/2028		508.59	508.59
03/23/2026	Principal Paydown	438123AC5	124,021.10	HAROT 2023-4 A3 5.67 06/21/2028	7,918.95		7,918.95
03/25/2026	Coupon	05592XAD2	33,954.40	BMWOT 2023-A A3 5.47 02/25/2028		126.00	126.00
03/25/2026	Principal Paydown	05592XAD2	33,954.40	BMWOT 2023-A A3 5.47 02/25/2028	3,052.69		3,052.69
03/25/2026	Coupon	05594HAD5	295,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		975.96	975.96
03/25/2026	Coupon	3137FG6X8	840,000.00	FHMS K-077 A2 3.85 05/25/2028		2,695.00	2,695.00
03/25/2026	Coupon	3137FKUP9	631,576.65	FHMS K-087 A2 3.771 12/25/2028		1,980.31	1,980.31
03/25/2026	Principal Paydown	3137FKUP9	631,576.65	FHMS K-087 A2 3.771 12/25/2028	898.79		898.79
03/25/2026	Coupon	3137FRUT6	600,000.00	FHMS K-106 A2 2.069 01/25/2030		1,034.50	1,034.50
03/31/2026	Coupon	91282CEF4	650,000.00	UNITED STATES TREASURY 2.5 03/31/2027		8,125.00	8,125.00
03/31/2026	Coupon	91282CFM8	600,000.00	UNITED STATES TREASURY 4.125 09/30/2027		12,375.00	12,375.00
03/31/2026	Coupon	91282CGT2	850,000.00	UNITED STATES TREASURY 3.625 03/31/2028		15,406.25	15,406.25
03/31/2026	Coupon	91282CJA0	850,000.00	UNITED STATES TREASURY 4.625 09/30/2028		19,656.25	19,656.25
03/31/2026	Coupon	91282CKG5	850,000.00	UNITED STATES TREASURY 4.125 03/31/2029		17,531.25	17,531.25
03/31/2026	Coupon	91282CLN9	1,200,000.00	UNITED STATES TREASURY 3.5 09/30/2029		21,000.00	21,000.00
03/31/2026	Coupon	91282CMU2	750,000.00	UNITED STATES TREASURY 4.0 03/31/2030		15,000.00	15,000.00
03/31/2026	Coupon	91282CPA3	700,000.00	UNITED STATES TREASURY 3.625 09/30/2030		12,687.50	12,687.50
March 2026 Total					35,764.01	264,220.24	299,984.24
APRIL 2026							
04/01/2026	Coupon	828807DZ7	575,000.00	SIMON PROPERTY GROUP LP 4.375 10/01/2030		15,513.02	15,513.02
04/13/2026	Coupon	023135CF1	300,000.00	AMAZON.COM INC 3.3 04/13/2027		4,950.00	4,950.00
04/13/2026	Coupon	79466LAF1	700,000.00	SALESFORCE INC 3.7 04/11/2028		12,950.00	12,950.00
04/15/2026	Coupon	161571HT4	460,000.00	CHAIT 2023-1 A 5.16 09/15/2028		1,978.00	1,978.00
04/15/2026	Coupon	34532BAG6	275,000.00	FORDO 2025-B A3 3.91 04/15/2030		896.04	896.04

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/15/2026	Coupon	34535VAD6	325,000.00	FORDO 2024-D A3 4.61 08/15/2029		1,248.54	1,248.54
04/15/2026	Coupon	44935CAD3	335,000.00	HART 2025-A A3 4.32 10/15/2029		1,206.00	1,206.00
04/15/2026	Coupon	477920AC6	80,559.18	JDOT 2023-B A3 5.18 03/15/2028		247.63	247.63
04/15/2026	Principal Paydown	477920AC6	80,559.18	JDOT 2023-B A3 5.18 03/15/2028	8,295.78		8,295.78
04/15/2026	Coupon	47800AAC4	20,805.95	JDOT 2022-B A3 3.74 02/16/2027		5.81	5.81
04/15/2026	Effective Maturity	47800AAC4	20,805.95	JDOT 2022-B A3 3.74 02/16/2027	1,865.52		1,865.52
04/15/2026	Coupon	47800DAD6	265,000.00	JDOT 2025 A3 4.23 09/17/2029		934.13	934.13
04/15/2026	Coupon	58768PAC8	75,103.10	MBART 2022-1 A3 5.21 08/16/2027		204.37	204.37
04/15/2026	Principal Paydown	58768PAC8	75,103.10	MBART 2022-1 A3 5.21 08/16/2027	11,991.53		11,991.53
04/15/2026	Coupon	74340XBN0	550,000.00	PROLOGIS LP 2.125 04/15/2027		5,843.75	5,843.75
04/15/2026	Coupon	89231GAD0	355,000.00	TAOT 2025-D A3 3.84 06/17/2030		1,136.00	1,136.00
04/16/2026	Coupon	459058LN1	500,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.875 10/16/2029		9,687.50	9,687.50
04/20/2026	Coupon	4581X0DV7	890,000.00	INTER-AMERICAN DEVELOPMENT BANK 0.875 04/20/2026		3,893.75	3,893.75
04/20/2026	Final Maturity	4581X0DV7	890,000.00	INTER-AMERICAN DEVELOPMENT BANK 0.875 04/20/2026	890,000.00		890,000.00
04/20/2026	Coupon	61747YFD2	200,000.00	MORGAN STANLEY 5.164 04/20/2029		5,164.00	5,164.00
04/21/2026	Coupon	438123AC5	124,021.10	HAROT 2023-4 A3 5.67 06/21/2028		471.17	471.17
04/21/2026	Principal Paydown	438123AC5	124,021.10	HAROT 2023-4 A3 5.67 06/21/2028	8,124.54		8,124.54
04/24/2026	Coupon	857477DB6	550,000.00	STATE STREET CORP 4.834 04/24/2030		13,293.50	13,293.50
04/27/2026	Coupon	05592XAD2	33,954.40	BMWOT 2023-A A3 5.47 02/25/2028		112.09	112.09
04/27/2026	Principal Paydown	05592XAD2	33,954.40	BMWOT 2023-A A3 5.47 02/25/2028	3,127.06		3,127.06
04/27/2026	Coupon	05594HAD5	295,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		975.96	975.96
04/27/2026	Coupon	3137FG6X8	840,000.00	FHMS K-077 A2 3.85 05/25/2028		2,695.00	2,695.00
04/27/2026	Coupon	3137FKUP9	631,576.65	FHMS K-087 A2 3.771 12/25/2028		1,977.48	1,977.48
04/27/2026	Principal Paydown	3137FKUP9	631,576.65	FHMS K-087 A2 3.771 12/25/2028	710.91		710.91
04/27/2026	Coupon	3137FRUT6	600,000.00	FHMS K-106 A2 2.069 01/25/2030		1,034.50	1,034.50
04/30/2026	Coupon	3133ERDH1	550,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 04/30/2029		13,062.50	13,062.50
04/30/2026	Coupon	91282CDG3	1,000,000.00	UNITED STATES TREASURY 1.125 10/31/2026		5,625.00	5,625.00
04/30/2026	Coupon	91282CEN7	650,000.00	UNITED STATES TREASURY 2.75 04/30/2027		8,937.50	8,937.50

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/30/2026	Coupon	91282CFU0	1,050,000.00	UNITED STATES TREASURY 4.125 10/31/2027		21,656.25	21,656.25
04/30/2026	Coupon	91282CHA2	800,000.00	UNITED STATES TREASURY 3.5 04/30/2028		14,000.00	14,000.00
04/30/2026	Coupon	91282CKP5	800,000.00	UNITED STATES TREASURY 4.625 04/30/2029		18,500.00	18,500.00
04/30/2026	Coupon	91282CLR0	1,050,000.00	UNITED STATES TREASURY 4.125 10/31/2029		21,656.25	21,656.25
04/30/2026	Coupon	91282CMZ1	650,000.00	UNITED STATES TREASURY 3.875 04/30/2030		12,593.75	12,593.75
04/30/2026	Coupon	91282CPD7	700,000.00	UNITED STATES TREASURY 3.625 10/31/2030		12,687.50	12,687.50
April 2026 Total					924,115.33	215,136.99	1,139,252.32
MAY 2026							
05/01/2026	Coupon	74456QBU9	450,000.00	PUBLIC SERVICE ELECTRIC AND GAS CO 3.7 05/01/2028		8,325.00	8,325.00
05/04/2026	Coupon	61772BAB9	550,000.00	MORGAN STANLEY 1.593 05/04/2027		4,380.75	4,380.75
05/04/2026	Effective Maturity	61772BAB9	550,000.00	MORGAN STANLEY 1.593 05/04/2027	550,000.00		550,000.00
05/11/2026	Coupon	037833ET3	95,000.00	APPLE INC 4.0 05/10/2028		1,900.00	1,900.00
05/12/2026	Coupon	023135BY1	450,000.00	AMAZON.COM INC 1.65 05/12/2028		3,712.50	3,712.50
05/15/2026	Coupon	161571HT4	460,000.00	CHAIT 2023-1 A 5.16 09/15/2028		1,978.00	1,978.00
05/15/2026	Coupon	34532BAG6	275,000.00	FORDO 2025-B A3 3.91 04/15/2030		896.04	896.04
05/15/2026	Coupon	34535VAD6	325,000.00	FORDO 2024-D A3 4.61 08/15/2029		1,248.54	1,248.54
05/15/2026	Coupon	44935CAD3	335,000.00	HART 2025-A A3 4.32 10/15/2029		1,206.00	1,206.00
05/15/2026	Coupon	477920AC6	80,559.18	JDOT 2023-B A3 5.18 03/15/2028		211.82	211.82
05/15/2026	Principal Paydown	477920AC6	80,559.18	JDOT 2023-B A3 5.18 03/15/2028	5,903.63		5,903.63
05/15/2026	Coupon	47800DAD6	265,000.00	JDOT 2025 A3 4.23 09/17/2029		934.13	934.13
05/15/2026	Coupon	58768PAC8	75,103.10	MBART 2022-1 A3 5.21 08/16/2027		152.31	152.31
05/15/2026	Principal Paydown	58768PAC8	75,103.10	MBART 2022-1 A3 5.21 08/16/2027	11,601.00		11,601.00
05/15/2026	Coupon	89231GAD0	355,000.00	TAOT 2025-D A3 3.84 06/17/2030		1,136.00	1,136.00
05/15/2026	Coupon	9128285M8	650,000.00	UNITED STATES TREASURY 3.125 11/15/2028		10,156.25	10,156.25
05/15/2026	Coupon	91282CLX7	625,000.00	UNITED STATES TREASURY 4.125 11/15/2027		12,890.63	12,890.63
05/15/2026	Coupon	927804GH1	115,000.00	VIRGINIA ELECTRIC AND POWER CO 3.75 05/15/2027		2,156.25	2,156.25
05/21/2026	Coupon	438123AC5	124,021.10	HAROT 2023-4 A3 5.67 06/21/2028		432.78	432.78
05/21/2026	Principal Paydown	438123AC5	124,021.10	HAROT 2023-4 A3 5.67 06/21/2028	7,826.70		7,826.70
05/25/2026	Coupon	05592XAD2	33,954.40	BMWOT 2023-A A3 5.47 02/25/2028		97.83	97.83
05/25/2026	Principal Paydown	05592XAD2	33,954.40	BMWOT 2023-A A3 5.47 02/25/2028	2,767.40		2,767.40

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/25/2026	Coupon	05594HAD5	295,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		975.96	975.96
05/25/2026	Coupon	3137FG6X8	840,000.00	FHMS K-077 A2 3.85 05/25/2028		2,695.00	2,695.00
05/25/2026	Coupon	3137FKUP9	631,576.65	FHMS K-087 A2 3.771 12/25/2028		1,975.25	1,975.25
05/25/2026	Principal Paydown	3137FKUP9	631,576.65	FHMS K-087 A2 3.771 12/25/2028	777.12		777.12
05/25/2026	Coupon	3137FRUT6	600,000.00	FHMS K-106 A2 2.069 01/25/2030		1,034.50	1,034.50
May 2026 Total					578,875.84	58,495.53	637,371.38
JUNE 2026							
06/01/2026	Coupon	91282CHE4	875,000.00	UNITED STATES TREASURY 3.625 05/31/2028		15,859.38	15,859.38
06/01/2026	Coupon	91282CKT7	600,000.00	UNITED STATES TREASURY 4.5 05/31/2029		13,500.00	13,500.00
06/01/2026	Coupon	91282CMA6	1,100,000.00	UNITED STATES TREASURY 4.125 11/30/2029		22,687.50	22,687.50
06/01/2026	Coupon	91282CNG2	700,000.00	UNITED STATES TREASURY 4.0 05/31/2030		14,000.00	14,000.00
06/01/2026	Coupon	91282CPN5	700,000.00	UNITED STATES TREASURY 3.5 11/30/2030		12,250.00	12,250.00
06/05/2026	Coupon	46647PAX4	225,000.00	JPMORGAN CHASE & CO 4.452 12/05/2029		5,008.50	5,008.50
06/09/2026	Coupon	3130AWMN7	550,000.00	FEDERAL HOME LOAN BANKS 4.375 06/09/2028		12,031.25	12,031.25
06/12/2026	Coupon	91159HJM3	550,000.00	US BANCORP 5.775 06/12/2029		15,881.25	15,881.25
06/15/2026	Coupon	161571HT4	460,000.00	CHAIT 2023-1 A 5.16 09/15/2028		1,978.00	1,978.00
06/15/2026	Coupon	34532BAG6	275,000.00	FORDO 2025-B A3 3.91 04/15/2030		896.04	896.04
06/15/2026	Coupon	34535VAD6	325,000.00	FORDO 2024-D A3 4.61 08/15/2029		1,248.54	1,248.54
06/15/2026	Coupon	44935CAD3	335,000.00	HART 2025-A A3 4.32 10/15/2029		1,206.00	1,206.00
06/15/2026	Coupon	477920AC6	80,559.18	JDOT 2023-B A3 5.18 03/15/2028		186.33	186.33
06/15/2026	Principal Paydown	477920AC6	80,559.18	JDOT 2023-B A3 5.18 03/15/2028	3,837.27		3,837.27
06/15/2026	Coupon	47800DAD6	265,000.00	JDOT 2025 A3 4.23 09/17/2029		934.13	934.13
06/15/2026	Coupon	58768PAC8	75,103.10	MBART 2022-1 A3 5.21 08/16/2027		101.94	101.94
06/15/2026	Principal Paydown	58768PAC8	75,103.10	MBART 2022-1 A3 5.21 08/16/2027	11,400.52		11,400.52
06/15/2026	Coupon	89231GAD0	355,000.00	TAOT 2025-D A3 3.84 06/17/2030		1,136.00	1,136.00
06/18/2026	Coupon	89236TJK2	465,000.00	TOYOTA MOTOR CREDIT CORP 1.125 06/18/2026		2,615.63	2,615.63
06/18/2026	Final Maturity	89236TJK2	465,000.00	TOYOTA MOTOR CREDIT CORP 1.125 06/18/2026	465,000.00		465,000.00
06/22/2026	Coupon	438123AC5	124,021.10	HAROT 2023-4 A3 5.67 06/21/2028		395.80	395.80
06/22/2026	Principal Paydown	438123AC5	124,021.10	HAROT 2023-4 A3 5.67 06/21/2028	6,584.49		6,584.49

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/25/2026	Coupon	05592XAD2	33,954.40	BMWOT 2023-A A3 5.47 02/25/2028		85.22	85.22
06/25/2026	Principal Paydown	05592XAD2	33,954.40	BMWOT 2023-A A3 5.47 02/25/2028	2,719.87		2,719.87
06/25/2026	Coupon	05594HAD5	295,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		975.96	975.96
06/25/2026	Coupon	3137FG6X8	840,000.00	FHMS K-077 A2 3.85 05/25/2028		2,695.00	2,695.00
06/25/2026	Coupon	3137FKUP9	631,576.65	FHMS K-087 A2 3.771 12/25/2028		1,972.81	1,972.81
06/25/2026	Principal Paydown	3137FKUP9	631,576.65	FHMS K-087 A2 3.771 12/25/2028	716.53		716.53
06/25/2026	Coupon	3137FRUT6	600,000.00	FHMS K-106 A2 2.069 01/25/2030		1,034.50	1,034.50
06/25/2026	Coupon	437076DC3	235,000.00	HOME DEPOT INC 4.75 06/25/2029		5,581.25	5,581.25
06/30/2026	Coupon	91282CEW7	650,000.00	UNITED STATES TREASURY 3.25 06/30/2027		10,562.50	10,562.50
06/30/2026	Coupon	91282CGC9	525,000.00	UNITED STATES TREASURY 3.875 12/31/2027		10,171.88	10,171.88
06/30/2026	Coupon	91282CHK0	850,000.00	UNITED STATES TREASURY 4.0 06/30/2028		17,000.00	17,000.00
06/30/2026	Coupon	91282CJR3	650,000.00	UNITED STATES TREASURY 3.75 12/31/2028		12,187.50	12,187.50
06/30/2026	Coupon	91282CKX8	950,000.00	UNITED STATES TREASURY 4.25 06/30/2029		20,187.50	20,187.50
06/30/2026	Coupon	91282CMD0	1,100,000.00	UNITED STATES TREASURY 4.375 12/31/2029		24,062.50	24,062.50
06/30/2026	Coupon	91282CNK3	1,000,000.00	UNITED STATES TREASURY 3.875 06/30/2030		19,375.00	19,375.00
June 2026 Total					490,258.67	247,807.89	738,066.56
JULY 2026							
07/07/2026	Coupon	02665WEM9	500,000.00	AMERICAN HONDA FINANCE CORP 5.125 07/07/2028		12,812.50	12,812.50
07/10/2026	Coupon	89115A2M3	550,000.00	TORONTO-DOMINION BANK 5.156 01/10/2028		14,179.00	14,179.00
07/13/2026	Coupon	45950KDD9	240,000.00	INTERNATIONAL FINANCE CORP 4.5 07/13/2028		5,400.00	5,400.00
07/14/2026	Coupon	24422EXB0	650,000.00	JOHN DEERE CAPITAL CORP 4.95 07/14/2028		16,087.50	16,087.50
07/15/2026	Coupon	161571HT4	460,000.00	CHAIT 2023-1 A 5.16 09/15/2028		1,978.00	1,978.00
07/15/2026	Coupon	34532BAG6	275,000.00	FORDO 2025-B A3 3.91 04/15/2030		896.04	896.04
07/15/2026	Coupon	34535VAD6	325,000.00	FORDO 2024-D A3 4.61 08/15/2029		1,248.54	1,248.54
07/15/2026	Coupon	44935CAD3	335,000.00	HART 2025-A A3 4.32 10/15/2029		1,206.00	1,206.00
07/15/2026	Coupon	477920AC6	80,559.18	JDOT 2023-B A3 5.18 03/15/2028		169.77	169.77
07/15/2026	Principal Paydown	477920AC6	80,559.18	JDOT 2023-B A3 5.18 03/15/2028	4,361.66		4,361.66
07/15/2026	Coupon	47800DAD6	265,000.00	JDOT 2025 A3 4.23 09/17/2029		934.13	934.13
07/15/2026	Coupon	58768PAC8	75,103.10	MBART 2022-1 A3 5.21 08/16/2027		52.44	52.44
07/15/2026	Principal Paydown	58768PAC8	75,103.10	MBART 2022-1 A3 5.21 08/16/2027	8,826.77		8,826.77

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/15/2026	Coupon	756109AU8	525,000.00	REALTY INCOME CORP 3.65 01/15/2028		9,581.25	9,581.25
07/15/2026	Coupon	89231GAD0	355,000.00	TAOT 2025-D A3 3.84 06/17/2030		1,136.00	1,136.00
07/20/2026	Coupon	06051GGF0	400,000.00	BANK OF AMERICA CORP 3.824 01/20/2028		7,648.00	7,648.00
07/21/2026	Coupon	438123AC5	124,021.10	HAROT 2023-4 A3 5.67 06/21/2028		364.69	364.69
07/21/2026	Principal Paydown	438123AC5	124,021.10	HAROT 2023-4 A3 5.67 06/21/2028	6,438.81		6,438.81
07/23/2026	Coupon	06051GHM4	200,000.00	BANK OF AMERICA CORP 4.271 07/23/2029		4,271.00	4,271.00
07/23/2026	Coupon	06051GHV4	200,000.00	BANK OF AMERICA CORP 3.194 07/23/2030		3,194.00	3,194.00
07/27/2026	Coupon	05592XAD2	33,954.40	BMWOT 2023-A A3 5.47 02/25/2028		72.82	72.82
07/27/2026	Principal Paydown	05592XAD2	33,954.40	BMWOT 2023-A A3 5.47 02/25/2028	2,660.28		2,660.28
07/27/2026	Coupon	05594HAD5	295,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		975.96	975.96
07/27/2026	Coupon	3137FG6X8	840,000.00	FHMS K-077 A2 3.85 05/25/2028		2,695.00	2,695.00
07/27/2026	Coupon	3137FKUP9	631,576.65	FHMS K-087 A2 3.771 12/25/2028		1,970.56	1,970.56
07/27/2026	Principal Paydown	3137FKUP9	631,576.65	FHMS K-087 A2 3.771 12/25/2028	782.53		782.53
07/27/2026	Coupon	3137FRUT6	600,000.00	FHMS K-106 A2 2.069 01/25/2030		1,034.50	1,034.50
07/27/2026	Coupon	46647PDG8	550,000.00	JPMORGAN CHASE & CO 4.851 07/25/2028		13,340.25	13,340.25
07/31/2026	Coupon	69371RS80	675,000.00	PACCAR FINANCIAL CORP 4.6 01/31/2029		15,525.00	15,525.00
07/31/2026	Coupon	91282CGH8	700,000.00	UNITED STATES TREASURY 3.5 01/31/2028		12,250.00	12,250.00
07/31/2026	Coupon	91282CHQ7	800,000.00	UNITED STATES TREASURY 4.125 07/31/2028		16,500.00	16,500.00
07/31/2026	Coupon	91282CJW2	750,000.00	UNITED STATES TREASURY 4.0 01/31/2029		15,000.00	15,000.00
07/31/2026	Coupon	91282CLC3	950,000.00	UNITED STATES TREASURY 4.0 07/31/2029		19,000.00	19,000.00
July 2026 Total					23,070.05	179,522.94	202,593.00
AUGUST 2026							
08/04/2026	Coupon	78016HZS2	500,000.00	ROYAL BANK OF CANADA 5.2 08/01/2028		13,000.00	13,000.00
08/07/2026	Coupon	06406RAB3	700,000.00	BANK OF NEW YORK MELLON CORP 3.442 02/07/2028		12,047.00	12,047.00
08/07/2026	Coupon	63743HFX5	670,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.95 02/07/2030		16,582.50	16,582.50
08/12/2026	Coupon	14913R3A3	330,000.00	CATERPILLAR FINANCIAL SERVICES CORP 3.6 08/12/2027		5,940.00	5,940.00
08/17/2026	Coupon	161571HT4	460,000.00	CHAIT 2023-1 A 5.16 09/15/2028		1,978.00	1,978.00
08/17/2026	Coupon	34532BAG6	275,000.00	FORDO 2025-B A3 3.91 04/15/2030		896.04	896.04
08/17/2026	Coupon	34535VAD6	325,000.00	FORDO 2024-D A3 4.61 08/15/2029		1,248.54	1,248.54

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/17/2026	Coupon	44935CAD3	335,000.00	HART 2025-A A3 4.32 10/15/2029		1,206.00	1,206.00
08/17/2026	Coupon	4581X0EN4	700,000.00	INTER-AMERICAN DEVELOPMENT BANK 4.125 02/15/2029		14,437.50	14,437.50
08/17/2026	Coupon	477920AC6	80,559.18	JDOT 2023-B A3 5.18 03/15/2028		150.94	150.94
08/17/2026	Principal Paydown	477920AC6	80,559.18	JDOT 2023-B A3 5.18 03/15/2028	4,331.21		4,331.21
08/17/2026	Coupon	47800DAD6	265,000.00	JDOT 2025 A3 4.23 09/17/2029		934.13	934.13
08/17/2026	Coupon	58768PAC8	75,103.10	MBART 2022-1 A3 5.21 08/16/2027		14.12	14.12
08/17/2026	Effective Maturity	58768PAC8	75,103.10	MBART 2022-1 A3 5.21 08/16/2027	3,251.74		3,251.74
08/17/2026	Coupon	89231GAD0	355,000.00	TAOT 2025-D A3 3.84 06/17/2030		1,136.00	1,136.00
08/17/2026	Coupon	9128283W8	600,000.00	UNITED STATES TREASURY 2.75 02/15/2028		8,250.00	8,250.00
08/21/2026	Coupon	438123AC5	124,021.10	HAROT 2023-4 A3 5.67 06/21/2028		334.27	334.27
08/21/2026	Principal Paydown	438123AC5	124,021.10	HAROT 2023-4 A3 5.67 06/21/2028	6,264.10		6,264.10
08/25/2026	Coupon	05592XAD2	33,954.40	BMWOT 2023-A A3 5.47 02/25/2028		60.69	60.69
08/25/2026	Principal Paydown	05592XAD2	33,954.40	BMWOT 2023-A A3 5.47 02/25/2028	2,589.16		2,589.16
08/25/2026	Coupon	05594HAD5	295,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		975.96	975.96
08/25/2026	Coupon	3137FG6X8	840,000.00	FHMS K-077 A2 3.85 05/25/2028		2,695.00	2,695.00
08/25/2026	Coupon	3137FKUP9	631,576.65	FHMS K-087 A2 3.771 12/25/2028		1,968.10	1,968.10
08/25/2026	Principal Paydown	3137FKUP9	631,576.65	FHMS K-087 A2 3.771 12/25/2028	722.19		722.19
08/25/2026	Coupon	3137FRUT6	600,000.00	FHMS K-106 A2 2.069 01/25/2030		1,034.50	1,034.50
08/27/2026	Coupon	14913UAJ9	300,000.00	CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029		7,275.00	7,275.00
08/31/2026	Coupon	91282CCV1	950,000.00	UNITED STATES TREASURY 1.125 08/31/2028		5,343.75	5,343.75
08/31/2026	Coupon	91282CCW9	700,000.00	UNITED STATES TREASURY 0.75 08/31/2026		2,625.00	2,625.00
08/31/2026	Final Maturity	91282CCW9	700,000.00	UNITED STATES TREASURY 0.75 08/31/2026	700,000.00		700,000.00
08/31/2026	Coupon	91282CFH9	450,000.00	UNITED STATES TREASURY 3.125 08/31/2027		7,031.25	7,031.25
08/31/2026	Coupon	91282CFJ5	1,200,000.00	UNITED STATES TREASURY 3.125 08/31/2029		18,750.00	18,750.00
08/31/2026	Coupon	91282CKD2	800,000.00	UNITED STATES TREASURY 4.25 02/28/2029		17,000.00	17,000.00
08/31/2026	Coupon	91282CNX5	700,000.00	UNITED STATES TREASURY 3.625 08/31/2030		12,687.50	12,687.50
August 2026 Total					717,158.41	155,601.78	872,760.19
SEPTEMBER 2026							
09/08/2026	Coupon	3130AWTR1	800,000.00	FEDERAL HOME LOAN BANKS 4.375 09/08/2028		17,500.00	17,500.00

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09/09/2026	Coupon	931142EX7	250,000.00	WALMART INC 3.95 09/09/2027		4,937.50	4,937.50
09/11/2026	Coupon	89236TLB9	800,000.00	TOYOTA MOTOR CREDIT CORP 5.25 09/11/2028		21,000.00	21,000.00
09/15/2026	Coupon	084664CZ2	400,000.00	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027		4,600.00	4,600.00
09/15/2026	Coupon	161571HT4	460,000.00	CHAIT 2023-1 A 5.16 09/15/2028		1,978.00	1,978.00
09/15/2026	Effective Maturity	161571HT4	460,000.00	CHAIT 2023-1 A 5.16 09/15/2028	460,000.00		460,000.00
09/15/2026	Coupon	34532BAG6	275,000.00	FORDO 2025-B A3 3.91 04/15/2030		896.04	896.04
09/15/2026	Coupon	34535VAD6	325,000.00	FORDO 2024-D A3 4.61 08/15/2029		1,248.54	1,248.54
09/15/2026	Principal Paydown	34535VAD6	325,000.00	FORDO 2024-D A3 4.61 08/15/2029	19,641.57		19,641.57
09/15/2026	Coupon	44935CAD3	335,000.00	HART 2025-A A3 4.32 10/15/2029		1,206.00	1,206.00
09/15/2026	Coupon	477920AC6	80,559.18	JDOT 2023-B A3 5.18 03/15/2028		132.25	132.25
09/15/2026	Principal Paydown	477920AC6	80,559.18	JDOT 2023-B A3 5.18 03/15/2028	4,295.81		4,295.81
09/15/2026	Coupon	47800DAD6	265,000.00	JDOT 2025 A3 4.23 09/17/2029		934.13	934.13
09/15/2026	Coupon	571748CA8	650,000.00	MARSH & MCLENNAN COMPANIES INC 4.65 03/15/2030		15,112.50	15,112.50
09/15/2026	Coupon	89231GAD0	355,000.00	TAOT 2025-D A3 3.84 06/17/2030		1,136.00	1,136.00
09/17/2026	Coupon	931142ER0	110,000.00	WALMART INC 1.05 09/17/2026		577.50	577.50
09/17/2026	Final Maturity	931142ER0	110,000.00	WALMART INC 1.05 09/17/2026	110,000.00		110,000.00
09/21/2026	Coupon	438123AC5	124,021.10	HAROT 2023-4 A3 5.67 06/21/2028		304.67	304.67
09/21/2026	Principal Paydown	438123AC5	124,021.10	HAROT 2023-4 A3 5.67 06/21/2028	6,134.26		6,134.26
09/25/2026	Coupon	05592XAD2	33,954.40	BMWOT 2023-A A3 5.47 02/25/2028		48.89	48.89
09/25/2026	Principal Paydown	05592XAD2	33,954.40	BMWOT 2023-A A3 5.47 02/25/2028	2,516.20		2,516.20
09/25/2026	Coupon	05594HAD5	295,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		975.96	975.96
09/25/2026	Coupon	3137FG6X8	840,000.00	FHMS K-077 A2 3.85 05/25/2028		2,695.00	2,695.00
09/25/2026	Coupon	3137FKUP9	631,576.65	FHMS K-087 A2 3.771 12/25/2028		1,965.83	1,965.83
09/25/2026	Principal Paydown	3137FKUP9	631,576.65	FHMS K-087 A2 3.771 12/25/2028	724.91		724.91
09/25/2026	Coupon	3137FRUT6	600,000.00	FHMS K-106 A2 2.069 01/25/2030		1,034.50	1,034.50
09/30/2026	Coupon	91282CEF4	650,000.00	UNITED STATES TREASURY 2.5 03/31/2027		8,125.00	8,125.00
09/30/2026	Coupon	91282CFM8	600,000.00	UNITED STATES TREASURY 4.125 09/30/2027		12,375.00	12,375.00
09/30/2026	Coupon	91282CGT2	850,000.00	UNITED STATES TREASURY 3.625 03/31/2028		15,406.25	15,406.25
09/30/2026	Coupon	91282CJA0	850,000.00	UNITED STATES TREASURY 4.625 09/30/2028		19,656.25	19,656.25
09/30/2026	Coupon	91282CKG5	850,000.00	UNITED STATES TREASURY 4.125 03/31/2029		17,531.25	17,531.25

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09/30/2026	Coupon	91282CLN9	1,200,000.00	UNITED STATES TREASURY 3.5 09/30/2029		21,000.00	21,000.00
09/30/2026	Coupon	91282CMU2	750,000.00	UNITED STATES TREASURY 4.0 03/31/2030		15,000.00	15,000.00
09/30/2026	Coupon	91282CPA3	700,000.00	UNITED STATES TREASURY 3.625 09/30/2030		12,687.50	12,687.50
September 2026							
Total					603,312.74	200,064.55	803,377.29
OCTOBER 2026							
10/01/2026	Coupon	828807DZ7	575,000.00	SIMON PROPERTY GROUP LP 4.375 10/01/2030		12,578.13	12,578.13
10/13/2026	Coupon	023135CF1	300,000.00	AMAZON.COM INC 3.3 04/13/2027		4,950.00	4,950.00
10/13/2026	Coupon	79466LAF1	700,000.00	SALESFORCE INC 3.7 04/11/2028		12,950.00	12,950.00
10/15/2026	Coupon	34532BAG6	275,000.00	FORDO 2025-B A3 3.91 04/15/2030		896.04	896.04
10/15/2026	Coupon	34535VAD6	325,000.00	FORDO 2024-D A3 4.61 08/15/2029		1,173.09	1,173.09
10/15/2026	Principal Paydown	34535VAD6	325,000.00	FORDO 2024-D A3 4.61 08/15/2029	12,083.89		12,083.89
10/15/2026	Coupon	44935CAD3	335,000.00	HART 2025-A A3 4.32 10/15/2029		1,206.00	1,206.00
10/15/2026	Coupon	477920AC6	80,559.18	JDOT 2023-B A3 5.18 03/15/2028		113.70	113.70
10/15/2026	Principal Paydown	477920AC6	80,559.18	JDOT 2023-B A3 5.18 03/15/2028	4,827.44		4,827.44
10/15/2026	Coupon	47800DAD6	265,000.00	JDOT 2025 A3 4.23 09/17/2029		934.13	934.13
10/15/2026	Coupon	74340XBN0	550,000.00	PROLOGIS LP 2.125 04/15/2027		5,843.75	5,843.75
10/15/2026	Coupon	89231GAD0	355,000.00	TAOT 2025-D A3 3.84 06/17/2030		1,136.00	1,136.00
10/16/2026	Coupon	459058LN1	500,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.875 10/16/2029		9,687.50	9,687.50
10/20/2026	Coupon	61747YFD2	200,000.00	MORGAN STANLEY 5.164 04/20/2029		5,164.00	5,164.00
10/21/2026	Coupon	438123AC5	124,021.10	HAROT 2023-4 A3 5.67 06/21/2028		275.68	275.68
10/21/2026	Principal Paydown	438123AC5	124,021.10	HAROT 2023-4 A3 5.67 06/21/2028	5,922.95		5,922.95
10/26/2026	Coupon	05592XAD2	33,954.40	BMWOT 2023-A A3 5.47 02/25/2028		37.42	37.42
10/26/2026	Principal Paydown	05592XAD2	33,954.40	BMWOT 2023-A A3 5.47 02/25/2028	2,081.74		2,081.74
10/26/2026	Coupon	05594HAD5	295,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		975.96	975.96
10/26/2026	Coupon	3137FG6X8	840,000.00	FHMS K-077 A2 3.85 05/25/2028		2,695.00	2,695.00
10/26/2026	Coupon	3137FKUP9	631,576.65	FHMS K-087 A2 3.771 12/25/2028		1,963.55	1,963.55
10/26/2026	Principal Paydown	3137FKUP9	631,576.65	FHMS K-087 A2 3.771 12/25/2028	790.60		790.60
10/26/2026	Coupon	3137FRUT6	600,000.00	FHMS K-106 A2 2.069 01/25/2030		1,034.50	1,034.50
10/26/2026	Coupon	857477DB6	550,000.00	STATE STREET CORP 4.834 04/24/2030		13,293.50	13,293.50

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10/30/2026	Coupon	3133ERDH1	550,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 04/30/2029		13,062.50	13,062.50
October 2026 Total					25,706.62	89,970.44	115,677.06
NOVEMBER 2026							
11/02/2026	Coupon	74456QBU9	450,000.00	PUBLIC SERVICE ELECTRIC AND GAS CO 3.7 05/01/2028		8,325.00	8,325.00
11/02/2026	Coupon	91282CDG3	1,000,000.00	UNITED STATES TREASURY 1.125 10/31/2026		5,625.00	5,625.00
11/02/2026	Final Maturity	91282CDG3	1,000,000.00	UNITED STATES TREASURY 1.125 10/31/2026	1,000,000.00		1,000,000.00
11/02/2026	Coupon	91282CEN7	650,000.00	UNITED STATES TREASURY 2.75 04/30/2027		8,937.50	8,937.50
11/02/2026	Coupon	91282CFU0	1,050,000.00	UNITED STATES TREASURY 4.125 10/31/2027		21,656.25	21,656.25
11/02/2026	Coupon	91282CHA2	800,000.00	UNITED STATES TREASURY 3.5 04/30/2028		14,000.00	14,000.00
11/02/2026	Coupon	91282CKP5	800,000.00	UNITED STATES TREASURY 4.625 04/30/2029		18,500.00	18,500.00
11/02/2026	Coupon	91282CLR0	1,050,000.00	UNITED STATES TREASURY 4.125 10/31/2029		21,656.25	21,656.25
11/02/2026	Coupon	91282CMZ1	650,000.00	UNITED STATES TREASURY 3.875 04/30/2030		12,593.75	12,593.75
11/02/2026	Coupon	91282CPD7	700,000.00	UNITED STATES TREASURY 3.625 10/31/2030		12,687.50	12,687.50
11/10/2026	Coupon	037833ET3	95,000.00	APPLE INC 4.0 05/10/2028		1,900.00	1,900.00
11/12/2026	Coupon	023135BY1	450,000.00	AMAZON.COM INC 1.65 05/12/2028		3,712.50	3,712.50
11/16/2026	Coupon	34532BAG6	275,000.00	FORDO 2025-B A3 3.91 04/15/2030		896.04	896.04
11/16/2026	Coupon	34535VAD6	325,000.00	FORDO 2024-D A3 4.61 08/15/2029		1,126.66	1,126.66
11/16/2026	Principal Paydown	34535VAD6	325,000.00	FORDO 2024-D A3 4.61 08/15/2029	18,049.17		18,049.17
11/16/2026	Coupon	44935CAD3	335,000.00	HART 2025-A A3 4.32 10/15/2029		1,206.00	1,206.00
11/16/2026	Principal Paydown	44935CAD3	335,000.00	HART 2025-A A3 4.32 10/15/2029	3,742.06		3,742.06
11/16/2026	Coupon	477920AC6	80,559.18	JDOT 2023-B A3 5.18 03/15/2028		92.86	92.86
11/16/2026	Principal Paydown	477920AC6	80,559.18	JDOT 2023-B A3 5.18 03/15/2028	5,437.65		5,437.65
11/16/2026	Coupon	47800DAD6	265,000.00	JDOT 2025 A3 4.23 09/17/2029		934.13	934.13
11/16/2026	Coupon	89231GAD0	355,000.00	TAOT 2025-D A3 3.84 06/17/2030		1,136.00	1,136.00
11/16/2026	Coupon	9128285M8	650,000.00	UNITED STATES TREASURY 3.125 11/15/2028		10,156.25	10,156.25
11/16/2026	Coupon	91282CLX7	625,000.00	UNITED STATES TREASURY 4.125 11/15/2027		12,890.63	12,890.63
11/16/2026	Coupon	927804GH1	115,000.00	VIRGINIA ELECTRIC AND POWER CO 3.75 05/15/2027		2,156.25	2,156.25
11/23/2026	Coupon	438123AC5	124,021.10	HAROT 2023-4 A3 5.67 06/21/2028		247.70	247.70
11/23/2026	Principal Paydown	438123AC5	124,021.10	HAROT 2023-4 A3 5.67 06/21/2028	5,791.57		5,791.57

CASH FLOW REPORT



City of Fountain Valley | Account #10295 | As of December 31, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/25/2026	Coupon	05592XAD2	33,954.40	BMWOT 2023-A A3 5.47 02/25/2028		27.93	27.93
11/25/2026	Principal Paydown	05592XAD2	33,954.40	BMWOT 2023-A A3 5.47 02/25/2028	1,987.89		1,987.89
11/25/2026	Coupon	05594HAD5	295,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		975.96	975.96
11/25/2026	Coupon	3137FG6X8	840,000.00	FHMS K-077 A2 3.85 05/25/2028		2,695.00	2,695.00
11/25/2026	Coupon	3137FKUP9	631,576.65	FHMS K-087 A2 3.771 12/25/2028		1,961.06	1,961.06
11/25/2026	Principal Paydown	3137FKUP9	631,576.65	FHMS K-087 A2 3.771 12/25/2028	730.63		730.63
11/25/2026	Coupon	3137FRUT6	600,000.00	FHMS K-106 A2 2.069 01/25/2030		1,034.50	1,034.50
11/30/2026	Coupon	91282CHE4	875,000.00	UNITED STATES TREASURY 3.625 05/31/2028		15,859.38	15,859.38
11/30/2026	Coupon	91282CKT7	600,000.00	UNITED STATES TREASURY 4.5 05/31/2029		13,500.00	13,500.00
11/30/2026	Coupon	91282CMA6	1,100,000.00	UNITED STATES TREASURY 4.125 11/30/2029		22,687.50	22,687.50
11/30/2026	Coupon	91282CNG2	700,000.00	UNITED STATES TREASURY 4.0 05/31/2030		14,000.00	14,000.00
11/30/2026	Coupon	91282CPN5	700,000.00	UNITED STATES TREASURY 3.5 11/30/2030		12,250.00	12,250.00
November 2026 Total					1,035,738.97	245,427.60	1,281,166.57
Grand Total			160,985,546.54		4,515,858.16	1,929,614.13	6,445,472.29

IMPORTANT DISCLOSURES



City of Fountain Valley | Account #10295 | As of December 31, 2025

Chandler Asset Management, Inc. (“Chandler”) is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client’s Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

Source ICE Data Indices, LLC (“ICE”), used with permission. ICE PERMITS USE OF THE ICE INDICES AND RELATED DATA ON AN “AS IS” BASIS; ICE, ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS AND/OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, INCLUDING THE INDICES, INDEX DATA AND ANY DATA INCLUDED IN, RELATED TO, OR DERIVED THEREFROM. NEITHER ICE DATA, ITS AFFILIATES OR THEIR RESPECTIVE THIRD PARTY PROVIDERS GUARANTEE THE QUALITY, ADEQUACY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE INDICES OR THE INDEX DATA OR ANY COMPONENT THEREOF, AND THE INDICES AND INDEX DATA AND ALL COMPONENTS THEREOF ARE PROVIDED ON AN “AS IS” BASIS AND LICENSEE’S USE IS AT LICENSEE’S OWN RISK. ICE DATA, ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY DO NOT SPONSOR, ENDORSE, OR RECOMMEND CHANDLER, OR ANY OF ITS PRODUCTS OR SERVICES.

Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Ratings: Ratings information have been provided by Moody’s, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities (“MBS”) reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest.

BENCHMARK INDEX & DISCLOSURES



City of Fountain Valley | Account #10295 | As of December 31, 2025

Benchmark	Disclosure
ICE BofA 1-5 Yr US Treasury & Agency Index	The ICE BofA 1-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of \$1 billion for sovereigns and \$250 million for agencies.

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

February 10, 2026

[LAIF Home](#)
[PMIA Average Monthly Yields](#)

CITY OF FOUNTAIN VALLEY

FISCAL SERVICES MGR
10200 SLATER AVENUE
FOUNTAIN VALLEY, CA 92708

[Tran Type Definitions](#)

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December 2025 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	65,303,311.20
Total Withdrawal:	0.00	Ending Balance:	65,303,311.20

CITY OF FOUNTAIN VALLEY
PARS Post-Employment Benefits Trust

Account Report for the Period
12/1/2025 to 12/31/2025

Finance Director
City of Fountain Valley
10200 Slater Ave.
Fountain Valley, CA 92708

Account Summary

Source	Balance as of 12/1/2025	Contributions	Earnings	Expenses	Distributions	Transfers	Balance as of 12/31/2025
OPEB	\$14,466,474.28	\$0.00	\$31,937.92	\$4,490.28	\$0.00	\$0.00	\$14,493,921.92
PENSION	\$20,110,757.39	\$0.00	\$44,669.36	\$6,234.82	\$0.00	\$0.00	\$20,149,191.93
OPEB - Measure HH	\$4,961,989.46	\$0.00	\$10,954.68	\$1,540.16	\$0.00	\$0.00	\$4,971,403.98
Totals	\$39,539,221.13	\$0.00	\$87,561.96	\$12,265.26	\$0.00	\$0.00	\$39,614,517.83

Investment Selection

Source	
OPEB	City of Fountain Valley - OPEB
PENSION	City of Fountain Valley - PENSION
OPEB - Measure HH	City of Fountain Valley - OPEB

Investment Objective

Source	
OPEB	Individual account based on Moderate - Strategic Blend. The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.
PENSION	Individual account based on Moderate - Strategic Blend. The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.
OPEB - Measure HH	Individual account based on Moderate - Strategic Blend. The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.

Investment Return

Source	1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
				3-Years	5-Years	10-Years	
OPEB	0.22%	1.93%	12.71%	12.15%	5.65%	7.28%	12/10/2010
PENSION	0.22%	1.92%	12.70%	11.14%	4.77%	-	4/26/2018
OPEB - Measure HH	0.22%	1.93%	12.74%	12.16%	5.66%	-	6/17/2019

Information as provided by US Bank, Trustee for PARS: Not FDIC Insured: No Bank Guarantee: May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.
Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.
Account balances are inclusive of Trust Administration, Trustee and Investment Management fees



CITY OF FOUNTAIN VALLEY CITY COUNCIL COUNCIL ACTION REQUEST

To: Honorable Mayor and
Members of the City Council

Agenda Date: February 17, 2026

SUBJECT: City of Fountain Valley Six Month Strategic Objectives for September 23, 2025 through
March 17, 2026

Three-Year Strategic Goals

- Enhance the culture and environment of “A Nice Place to Live”
- Achieve fiscal stability by evaluating processes, and attract and retain revenue producing businesses/opportunities
- Attract and retain quality staff through best practices and trends
- Maintain, build, and modernize infrastructure to support growth and future needs of the City
- Not applicable

EXECUTIVE SUMMARY

On September 23, 2025, the City Council held a strategic planning session with the executive management team and department managers. The Strategic Plan was then presented to City Council at the October 7, 2025, City Council Meeting for adoption. Those attending collaborated to establish the City’s six-month strategic planning objectives for September 23, 2025, through March 17, 2026. The strategic plan has and will continue to serve as a guideline for both the City Council and City staff as we work to achieve our goals over the next few years. The Strategic Plan goals on the attached spreadsheet have been updated so that the City Council can see the progress that has been made on the action items.

DISCUSSION

During the City’s Strategic Planning session on September 23, 2025, City Council, executive management team including department managers discussed the goals that will be worked on for the next six months.

Through the collaborative efforts, City Council and City staff helped clearly define the goals and priorities of the City, in which a finalized Six-Month Strategic Objectives Matrix for September 23, 2025, through March 17, 2026, has been prepared for adoption.

FISCAL REVIEW

The fiscal impact has been budgeted in Fiscal Year 2025-26.

PUBLIC NOTIFICATION

Not applicable.

ENVIRONMENTAL IMPACT REVIEW

Not applicable.

ATTORNEY REVIEW:

Attorney for the City has reviewed this item.

ALTERNATIVES:

Alternative No. 1: Receive and File the six-month strategic objectives matrix for September 23, 2025, through March 17, 2026

Alternative No. 2: Direct staff to take an alternate action.

RECOMMENDATION:

Staff recommends that the City Council approve Alternative No. 1.

Prepared by: Rick Miller, City Clerk

Reviewed by: Ryan Smith, Finance Director

Approved by: Maggie Le, City Manager

Attachment:

1. Six-Month Strategic Objectives Matrix for September 23, 2025, through March 17, 2026

CITY OF FOUNTAIN VALLEY

SIX-MONTH STRATEGIC OBJECTIVES

October 7, 2025- March 17, 2025

City of Fountain Valley Vision Statement

Fountain Valley is a safe, inclusive, and desirable community where you can live your best life!

City of Fountain Valley Mission Statement

The City of Fountain Valley is a team-driven organization committed to providing excellent service to our community through our core values.

Core Values

Fiscal Stability, Honesty, Integrity and Ethical Behavior, Teamwork, Innovation, Quality of Life, and Excellent Customer Service

THREE-YEAR GOAL: ENHANCE THE CULTURE AND ENVIRONMENT OF “A NICE PLACE TO LIVE”						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By February 17, 2026, City Council Meeting	Deputy City Manager/Community Services Director and Public Works Director	Present an Art on the Box program in collaboration with FVSD, FVCF, and the City. Winning or honorable mention artists from Fountain Valley schools (K-12) in MWDOC’s annual Water Awareness Poster Contest may be featured on City boxes with the vinyl wraps being funded through City Water funds.	X			Staff have collaborated with FVSD to participate in the MWDOC’s Art Contest. The winning artwork will be displayed as part of the Art on the Box Program.

THREE-YEAR GOAL: *ACHIEVE FISCAL STABILITY BY EVALUATING PROCESSES, AND ATTRACT AND RETAIN REVENUE PRODUCING BUSINESSES/OPPORTUNITIES*

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By September 15, 2026, City Council Meeting	Fire Chief, Public Works Director, & Community Services Director	Evaluate and present the possibility of a fundraising program for Fire Station No. 1 through donations (i.e. bricks, plaques, pavers etc).			X	Evaluating next steps, to include RFP for FD CRA/SOC to determine deployment
2. By February 3, 2026, City Manager	Finance Director	Present a plan to initiate and assess the business license operations with HdL or to provide in-house service.			X	The department has met with software providers to assess potential business licensing platforms and will share with the City Manager in March.

**THREE-YEAR GOAL: ATTRACT AND RETAIN QUALITY STAFF THROUGH
BEST PRACTICES AND TRENDS**

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By June 16, 2026, City Council Meeting	HR Director and Executive Management Team	Prepare and present a city-wide recruitment video.		X		Staff completed an employee survey and are requesting staff volunteers to be in the recruitment video.
2. By December 16, 2025, City Council Meeting	Police Chief	Initiate an organizational assessment with a consultant to identify opportunities and challenges to improve the Police department's operational efficiency and morale.	X			City Council approved the consultant agreement on December 16, 2025.

THREE-YEAR GOAL: MAINTAIN, BUILD, AND MODERNIZE INFRASTRUCTURE TO SUPPORT GROWTH AND FUTURE NEEDS OF THE CITY

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By September 16, 2026, City Council Meeting	Finance Director, Fire Chief, & Public Works Director	Present financial data to fund Fire Station No. 1 and seek directions from the City Council.			X	Received approval of AB 364 to submit existing digital billboard application, and may establish an option for the City Council consideration to fund the future fire station 1. Meeting with regional Cal Trans pending, Council presentation to be rescheduled.

<p>2. By June 16, 2026, City Council Meeting</p>	<p>IT Director and City Manager's Office</p>	<p>Create an internal and external educational campaign to implement new phone numbers for the city facilities.</p>			<p>X</p>	<p>IT had to reposition and change the professional services vendor to support the city's needs. We are working on contract and insurance acceptance with the phone carrier. Once complete, we will be provided with phone number options. We will work with Meghan and the staff to implement internal notice and educational campaigns, as well as communicate with the public. We will find temporary options to provide longer notice times in the short term. More details to come.</p>
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**CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST**

To: Honorable Mayor and
Members of the City Council

Agenda Date: February 17, 2026

SUBJECT: City of Fountain Valley Register of Demands for the period of 1/22/2026 to 2/4/2026

Three-Year Strategic Goals

- Enhance the culture and environment of “A Nice Place to Live”
- Achieve fiscal stability by evaluating processes, and attract and retain revenue producing businesses/opportunities
- Attract and retain quality staff through best practices and trends
- Maintain, build, and modernize infrastructure to support growth and future needs of the City
- Not applicable

EXECUTIVE SUMMARY

Attached is the Register of Demands for the City of Fountain Valley to be ratified by the City Council.

DISCUSSION

Pursuant to the State of California’s Government Code 37201 through 37210, the Director of Finance or their designated representative hereby certifies to the accuracy of the following demands and to the availability of funds for payment thereof. Demands paid by the city shall be inspected and ratified by the legislative body on the next available Council agenda. The Finance Department has prepared the attached Register of Demands summarizing the City’s payments released since the previous City Council meeting.

FINANCIAL ANALYSIS

The attached Register of Demands represents payments made by the City of Fountain Valley between 1/22/2026 and 2/4/2026 for a total of \$4,936,450.61.

ATTORNEY REVIEW

The Attorney for the City reviewed this staff report and concurs with the recommended action.

PUBLIC NOTIFICATION

Not applicable.

ALTERNATIVES

Alternative No. 1: Approve the attached Register of Demands.

Alternative No. 2: Do not approve as presented and provide direction to staff.

RECOMMENDATION

Staff recommends Alternative No. 1 to approve the attached Register of Demands representing payments made by the City of Fountain Valley between 1/22/2026 and 2/4/2026 for a total of \$4,936,450.61.

Prepared by: Ryan Smith, Finance Director

Reviewed by: Colin Burns, City Attorney

Approved by: Maggie Le, City Manager

Attachment 1: Register of Demands 1/22/2026 to 2/4/2026.



City Of Fountain Valley
Register of Demands
1/22/2026 - 2/4/2026

Department

Check Date	Vendor	Description	Doc #	Check/ACH #	Amount
10000000 NON-DEPARTMENTAL					
01/29/26	U.S. BANK CORPORATE	CITY P-CARDS DEC 2025 - 4246 0445 5574 3131	46447	5387	47,678.59
01/22/26	DE LA CRUZ, ENRIQUE	FEB 2026 ADPP PAYMENT	46276	5341	4,324.79
01/22/26	CASTEEL, BRIAN	FEB 2026 ADPP PAYMENT	46277	5339	4,622.77
01/22/26	EMPOWER/BENEFITS COR	PR PPE260116 - DED 7031, 7032, 7033, 7036	46355	5319	86,519.03
01/22/26	CALIFORNIA STATE DIS	PR PPE260116 - DED 6004, 6005, 6007	46356	5322	1,104.35
01/22/26	INTERNAL REVENUE SER	PR PPE260116 - DED 1100, 3000	46363	5320	173,927.86
01/22/26	EMPLOYMENT DEVELOPME	PR PPE260116 - DED 4000	46364	5321	56,975.01
01/29/26	MUNICIPAL DENTAL POO	FEB 2026 DELTA DENTAL PPO	46500	2317857	12,992.61
01/29/26	MUNICIPAL DENTAL POO	FEB 2026 DELTA DENTAL HMO	46501	2317858	1,558.82
01/29/26	THE LINCOLN NATIONAL	FEB 2026 LIFE INSURANCE/LTD/ADD/EAP	46728	2317879	1,503.14
02/04/26	FOUNTAIN VALLEY POLI	PR PPE260130 - DED 8002	46917	5396	2,300.00
02/04/26	FOUNTAIN VALLEY CRED	PR PPE260130 - DED 9500	46918	5394	32,188.60
02/04/26	FOUNTAIN VALLEY FIRE	PR PPE260130 - DED 8000	46919	5395	2,833.70
02/04/26	MISSION SQUARE RET P	PLAN #803216 - PR PPE260130 - DED 2013, 2015	46922	5401	3,012.71
02/04/26	MISSION SQUARE RET P	PLAN #800389 - PR PPE260130 - DED 2011	46923	5402	1,259.63
02/04/26	MISSION SQUARE RET P	PLAN #800414 - PR PPE260130 - DED 2014	46924	5403	226.75
02/04/26	MISSION SQUARE RET P	PLAN #108536 - PR PPE260130 - DED 2018	46925	5404	576.90
02/04/26	U.S. BANK N.A.	PR PPE260130 - DED 7029, 7030	46926	5405	3,681.97
02/04/26	FVPOA PAC	PR PPE260130 - DED 8005	46927	5397	495.00
02/04/26	INTERNATIONAL BRO	PR PPE260130 - DED 8003	46930	5398	500.00
02/04/26	INTERNATIONAL BRO	PR PPE260130 - DED 8004	46931	5399	650.00
02/04/26	INTERNATIONAL BRO	PR PPE260130 - DED 8001	46932	5400	800.00
TOTAL NON-DEPARTMENTAL					439,732.23
10000010 NON-DEPARTMENTAL					
01/29/26	MUNICIPAL DENTAL POO	FEB 2026 DELTA DENTAL PPO	46500	2317857	11,783.36
01/29/26	MUNICIPAL DENTAL POO	FEB 2026 DELTA DENTAL HMO	46501	2317858	445.78
01/29/26	MISSION SQUARE RET P	OCT-DEC 2025 - PLAN #803210 FEE	46503	2317854	1,100.00
TOTAL NON-DEPARTMENTAL					13,329.14
10010100 CITY COUNCIL					
01/29/26	QUANTUM SIGNS & GRAP	MISSION STATEMENT INSTALLATION	46271	2317867	1,265.63
TOTAL CITY COUNCIL					1,265.63
10010102 LEGAL SERVICES					
01/22/26	HARPER AND BURNS, LL	NOV. '25 - CITY LEGAL SERVICES	45432	5345	48,086.90
TOTAL LEGAL SERVICES					48,086.90
10010103 OFFICE OF CITY MANAGER					
01/22/26	FOUNTAIN VALLEY CHAM	2026 MEMBERSHIP DUES	45986	2317790	1,700.00
01/22/26	LEAGUE OF CAL CITIES	2026 ANNUAL MEMBERSHIP DUES	45992	2317794	21,361.00

01/29/26	LEAGUE OF CAL CITIES	2026 ORANGE COUNTY DIVISION DUES	46517	2317851	300.00
TOTAL OFFICE OF CITY MANAGER					23,361.00
10010104 ADMIN SERVICES					
01/22/26	VERIZON WIRELESS	11/26-12/25/25 ADMIN CELLPHONES	45857	2317819	80.02
TOTAL ADMIN SERVICES					80.02
10020200 HUMAN RESOURCES					
01/29/26	STERLING HEALTH SERV	DEC 2025 FSA ADMIN FEES	46476	5384	56.00
01/22/26	DEPARTMENT OF JUSTIC	DEC 2025 HR & PD DEPT	46347	2317786	309.00
01/29/26	WILLIAMS, LONDON V	TUITION REIMBURSEMENT (BUS 300, COM 365)	46493	5389	3,000.00
01/29/26	THNKS	NEW HIRE RECOGNITION	46502	5386	300.00
01/29/26	DF POLYGRAPH	PRE-EMPLOYMENT POLYGRAPH SERVICES	46504	5364	200.00
01/29/26	DEPARTMENT OF JUSTIC	DECEMBER 2025 HR DEPT	46505	2317839	130.00
01/29/26	CONCENTRA MEDICAL CE	01/09 - 01/12/26 HR OCCUPATIONAL MEDICAL	46506	2317833	319.60
01/29/26	CONCENTRA MEDICAL CE	01/15 - 1/19/26 HR OCCUPATIONAL MEDICAL	46507	2317834	422.45
01/29/26	LIEBERT, CASSIDY & W	DEC 2025 CLIENT MATTER FO030-00001	46509	5371	544.00
01/29/26	LIEBERT, CASSIDY & W	DEC 2025 CLIENT MATTER FO030-00028	46511	5372	368.00
01/29/26	LIEBERT, CASSIDY & W	DEC 2025 CLIENT MATTER FO030-00041	46512	5373	1,684.00
01/29/26	LIEBERT, CASSIDY & W	DEC 2025 CLIENT MATTER FO030-00038	46513	5374	27,695.20
01/29/26	LIEBERT, CASSIDY & W	DEC 2025 CLIENT MATTER FO030-00040	46514	5375	184.00
01/29/26	LIEBERT, CASSIDY & W	DEC 2025 CLIENT MATTER FO030-00043	46515	5376	1,208.00
01/29/26	LIEBERT, CASSIDY & W	DEC 2025 CLIENT MATTER FO030-00042	46516	5377	746.00
TOTAL HUMAN RESOURCES					37,166.25
10030300 PLANNING					
01/22/26	AT&T MOBILITY	12/27 - 1/26/26 CELL PHONES/IPAD	45979	2317775	45.72
01/22/26	ORANGE COUNTY REGIST	DEC 2025 PUBLIC NOTICING ADVERTISEMENTS	45860	2317800	998.98
01/22/26	MICHAEL BAKER INTERN	DEC 2025 - PROFESSIONAL SERVICES	46295	5346	6,125.00
01/29/26	RINCON CONSULTANTS	DEC 2025 ENVIRONMENTAL SVCS 8550	46480	5379	4,775.25
TOTAL PLANNING					11,944.95
10030301 BUILDING & SAFETY					
01/22/26	VCA CODE	SEPT 25 BUILDING PLAN RVW AND STAFFING	46000	5355	11,947.50
01/22/26	VCA CODE	OCT 2025 BUILDING PLAN RVW AND STAFFING	45945	5355	8,235.00
01/22/26	VCA CODE	NOV 2025 BUILDING PLAN RVW AND STAFFING	45944	5355	7,121.25
01/22/26	VCA CODE	DEC 2025 BUILDING PLAN RVW AND STAFFING	45943	5355	13,972.50
01/22/26	OC SANITATION DISTRI	DEC 2025 SEWER CONNECTION FEES	45946	2317799	(433.81)
TOTAL BUILDING & SAFETY					40,842.44
10040400 FINANCE					
01/29/26	SECTRAN SECURITY INC	JAN 2026 - ARMORED SERVICES	46414	5382	343.61
TOTAL FINANCE					343.61
10040401 PURCHASING					
01/22/26	PRIMO BRANDS	8710065142 - CH WATER 10/27/25-11/26/25	46348	2317802	278.82
01/29/26	OFFICE DEPOT	202511 CH PAPER(12 BOXES)	46398	2317860	539.75
TOTAL PURCHASING					818.57
10050500 ENGINEERING					
01/29/26	AMAZON	JAN 2026 - PW ENG OFFICE SUPPLIES	46350	5362	18.48
01/29/26	AMAZON	JAN 2026 - PW ENG OFFICE SUPPLIES	46351	5362	39.13

01/29/26	AMAZON	JAN 2026 - PW ENG OFFICE SUPPLIES	46368	5362	48.94
01/29/26	AMAZON	JAN 2026 - PW ENG OFFICE SUPPLIES	46369	5362	35.31
TOTAL ENGINEERING					141.86
10050503 STREET LIGHTING					
01/29/26	ROADLINE PRODUCTS IN	NO U-TURN SIGNS	46748	5381	2,364.00
01/29/26	ROADLINE PRODUCTS IN	LIEFT TURN SIGNS, NO U-TURN SIGNS	46749	5381	2,385.50
01/29/26	ROADLINE PRODUCTS IN	HARDWARE SIGNS	46747	5381	882.00
TOTAL STREET LIGHTING					5,631.50
10050550 RIGHTS-OF-WAY					
01/22/26	SMARDAN SUPPLY CO.	CREDIT FOR CUTTING WHEEL	45827	5352	(105.10)
01/22/26	NIEVES LANDSCAPE, IN	11/2025 MEDIAN & ROW LANDSCAPE MAINT	46315	2317798	3,346.68
TOTAL RIGHTS-OF-WAY					3,241.58
10050552 PARK MAINTENANCE					
01/29/26	ALAN'S LAWNMOWER & G	CHAINSAW REPAIR AND DIAGNOSTIC	46729	2317824	538.14
01/22/26	CINTAS CORPORATION 6	11/20/25 UNIFORMS	45998	2317782	20.07
01/22/26	CINTAS CORPORATION 6	12/18/25 UNIFORMS	46316	2317782	20.07
01/29/26	MERCHANTS LANDSCAPE	12/25 PARKS & CIVIC FAC. LANDSCAPE	46759	5378	21,985.27
01/29/26	MERCHANTS LANDSCAPE	12/25 PARKS & CIVIC FAC. LANDSCAPE	46761	5378	4,183.54
01/29/26	SO CALIF EDISON CO	12/19/25 to 01/20/26 MCDOWELL PARK (OAK ST)	46449	2317876	33.82
TOTAL PARK MAINTENANCE					26,780.91
10050554 PAVEMENT MAINTENANCE					
01/29/26	FULL TRAFFIC MAINTEN	SIGN HARDWARE	46730	2317844	1,658.44
01/22/26	CINTAS CORPORATION 6	11/20/25 UNIFORMS	45998	2317782	78.10
01/22/26	CINTAS CORPORATION 6	12/18/25 UNIFORMS	46316	2317782	35.80
01/29/26	FULL TRAFFIC MAINTEN	BANDIT STRAP ROLL	46751	2317844	829.22
01/29/26	RESOURCE BUILDING MA	CONCRETE MIX	46752	2317872	366.58
01/29/26	ALL AMERICAN ASPHALT	ASPHALT REPAIRS	46739	2317825	349.03
01/29/26	RESOURCE BUILDING MA	CREDIT FOR PALLET CHARGE	46740	2317872	(30.00)
TOTAL PAVEMENT MAINTENANCE					3,287.17
10050555 STORM DRAIN MAINT					
01/22/26	CINTAS CORPORATION 6	11/20/25 UNIFORMS	45998	2317782	10.63
01/22/26	CINTAS CORPORATION 6	12/18/25 UNIFORMS	46316	2317782	8.77
01/29/26	JOHN L. HUNTER & ASS	OCT 2025 HYDROLOGY REVIEWS 16300 EUCLID	46780	5368	603.00
01/29/26	JOHN L. HUNTER & ASS	OCT 2025 WQMP REVIEW 16582 BROOKHURST	46781	5368	255.00
01/29/26	JOHN L. HUNTER & ASS	OCT 2026 5 - HYDROLOGY REVIEWS 17103	46782	5368	1,193.50
01/29/26	FUSCOE ENGINEERING	DEC 2025 - MS4 AUDIT PREPARATION	46499	5365	2,589.28
01/29/26	SO CALIF EDISON CO	12/17/25 to 01/15/26 SANDLEWOOD PUMP	46448	2317875	739.08
01/29/26	WILLDAN ENGINEERING	THRU 01/02/26 - WQMP REVIEWS 16300 EUCLID	46446	2317887	2,088.00
TOTAL STORM DRAIN MAINT					7,487.26
10050558 RECREATION CENTER					
01/29/26	MERCHANTS LANDSCAPE	12/25 SPORTS PARK LANDSCAPE MAINT	46760	5378	42,618.77
01/29/26	GAIL MATERIALS	INFIELD MIX FOR FIELD 1-15	46737	2317846	2,498.13
01/22/26	ALAN'S LAWNMOWER & G	REPLACEMENT PARTS FOR CHAINSAWS	46284	2317764	467.34
01/29/26	AGUINAGA GREEN, INC	TOPPER FOR SPORTS FIELD 1-15	46757	5361	2,844.60
01/29/26	ALAN'S LAWNMOWER & G	CHAINS FOR CHAINSAW AND PRUNERS	46756	2317824	964.02

01/29/26	SAKIOKA WHOLESALE NU	PLANT MATERIAL FOR SPORTS PARK	46754	2317873	1,398.40
01/29/26	ALAN'S LAWNMOWER & G	CHAINSAW SERVICE	46741	2317824	333.23
01/29/26	AGUINAGA GREEN, INC	SEED TOPPER FOR SPORTS PARK FOR FIELD	46738	5361	2,370.50
TOTAL RECREATION CENTER					53,494.99
10060600 FIRE SUPPRESSION					
01/22/26	INLAND FLEET SOLUTIO	APPARATUS MAINTENANCE AND REPAIR #328	46372	2317793	990.95
01/22/26	INLAND FLEET SOLUTIO	APPARATUS MAINTENANCE AND REPAIR #320	46373	2317793	25,397.74
01/22/26	AMAZON	JANITORIAL SUPPLIES	46374	5335	31.04
01/22/26	PURETEC INDUSTRIAL W	DEIONIZED WATER SYSTEM STATION 1	46379	2317803	130.75
01/22/26	RAPCO INDUSTRIES, IN	SHARPENED CUTTERS	46381	2317804	39.31
01/22/26	AT&T MOBILITY	12.9.25-1.8.26 FIRE CELL PHONES	46383	2317776	187.01
01/22/26	AT&T MOBILITY	12.9.25-1.8.26 FIRE BACK UP CELLS	46385	2317778	733.32
01/22/26	INLAND FLEET SOLUTIO	APPARATUS MAINTENANCE AND REPAIR #284	46404	2317793	3,511.68
TOTAL FIRE SUPPRESSION					31,021.80
10060602 AMBULANCE SERVICES					
01/22/26	WITTMAN ENTERPRISES,	12.1.25-12.31.25 AMBULANCE BILLING	46380	5357	12,260.38
01/22/26	AT&T MOBILITY	12.9.25-1.8.26 AMBULANCE CELL PHONE	46384	2317777	45.49
01/22/26	AMBULANCE REFUND	WITMAN DECEMBER REFUND TO KAISER	46386	2317771	16.51
01/22/26	AMBULANCE REFUND	WITTMAN REFUND TO HEALTH NOW	46387	2317770	1,597.16
01/22/26	AMBULANCE REFUND	WITTMAN JANUARY REFUND TO MEDICARE	46388	2317772	481.44
01/22/26	AMBULANCE REFUND	WITTMAN JANUARY REFUND TO CAL OPTIMA	46389	2317768	623.61
01/22/26	AMBULANCE REFUND	WITTMAN JANUARY REFUND TO MEDICARE	46390	2317773	474.29
01/22/26	AMBULANCE REFUND	WITTMAN JANUARY REFUND TO CIGNA	46391	2317769	60.50
01/22/26	AMBULANCE REFUND	WITTMAN JANUARY REFUND TO BLUE SHIELD	46392	2317765	92.26
01/22/26	AMBULANCE REFUND	WITTMAN JANUARY REFUND TO BLUE SHIELD	46393	2317766	78.49
01/22/26	AMBULANCE REFUND	WITTMAN JANAURY REFUND TO BLUE SHIELD	46394	2317767	16.65
TOTAL AMBULANCE SERVICES					15,746.78
10060603 FIRE PREVENTION					
01/22/26	AWARDS & TROPHIES CO	NAME BARS - NGUYEN	46375	2317780	27.24
01/22/26	VCA CODE	12.1.25-12.31.25 FIRE PLAN CHECKS	46377	5355	2,060.00
01/22/26	GRM INFORMATION MANA	12.1.25-12.31.25 FIRE FILE STORAGE	46382	5344	9.31
01/22/26	AT&T MOBILITY	12.9.25-1.8.26 FIRE CELL PHONES	46383	2317776	96.03
TOTAL FIRE PREVENTION					2,192.58
10060605 DISASTER PREPAREDNESS					
01/22/26	AT&T MOBILITY	12.9.25-1.8.26 FIRE CELL PHONES	46383	2317776	45.49
TOTAL DISASTER PREPAREDNESS					45.49
10070700 PATROL					
01/29/26	BEST TOWING AND TRAN	MOTORHOME TOWED IN ERROR PER FRAHM	46427	2317827	1,490.30
01/29/26	VERIZON WIRELESS	COURT LIAISON PHONE	46425	2317885	38.86
01/29/26	AT&T MOBILITY	PD CELL PHONES 11/27/25-12/26/25	46451	2317826	2,759.21
01/29/26	UC REGENTS	DR 25-40476	46452	2317884	875.00
01/29/26	G & W TOWING	DR 25-16166 TOYOTA COROLLA	46457	2317845	900.00
01/29/26	AMAZON	BATTERY FOR DISPATCH	46456	5362	3.14
01/29/26	AMAZON	FRONT DESK RECEIPT BOOK	46444	5362	27.60
01/29/26	DELTA GLOVES	DEPARTMENT GLOVES	46419	2317837	1,630.20

01/29/26	AMAZON	DESK/DOOR NAME PLATES	46433	5362	100.30
01/29/26	AMAZON	RECORDS SUPPLIES	46421	5362	231.50
01/29/26	AMAZON	RECORDS SUPPLIES	46418	5362	73.24
TOTAL PATROL					8,129.35
10070701 INVESTIGATION					
01/29/26	THOMSON REUTERS WEST	DEC 2025 - PUBLIC RECORD SEARCHES	46423	2317881	655.00
01/22/26	DEPARTMENT OF JUSTIC	DEC 2025 HR & PD DEPT	46347	2317786	32.00
01/29/26	DEPARTMENT OF JUSTIC	DEC 2025 - PARTIAL PAYMENT OF PD LIVE	46420	2317838	266.00
01/29/26	EFFICIENT X-RAY, INC	BIOHAZARD WASTE PICKUP	46432	2317841	237.39
01/29/26	AMAZON	PROPERTY SUPPLIES	46440	5362	193.57
01/29/26	AMAZON	PROPERTY SUPPLIES	46442	5362	62.91
01/29/26	COUNTY OF ORANGE	DEC 2025 - AFIS	46459	2317835	1,688.00
TOTAL INVESTIGATION					3,134.87
10070702 TRAFFIC					
01/29/26	UNIVERSAL PROTECTION	FUTA CREDIT REDUCTION BILLBACK	46455	5388	262.84
TOTAL TRAFFIC					262.84
10070703 CANINE					
01/29/26	COMMUNITY VETERINARY	K9 POMIX BOARDING 1/4/26-1/7/26	46450	2317832	280.00
TOTAL CANINE					280.00
10070704 S.W.A.T.					
01/29/26	CITY OF WESTMINSTER	JAN TO DEC 2025 SWAT RANGE FEES	46461	2317831	784.00
TOTAL S.W.A.T.					784.00
10070705 L.E. COMMUNICATIONS					
01/29/26	CYRACOM INTERNATIONA	DEC 2025 - NON-EMERGENCY TRANSLATIONS	46454	2317836	77.28
TOTAL L.E. COMMUNICATIONS					77.28
10070707 CRIME PREVENTION					
01/29/26	AMAZON	THOMAS GUIDE	46458	5362	47.93
TOTAL CRIME PREVENTION					47.93
10080801 ATHLETICS					
01/22/26	SCMAF - ORANGE COUNT	YOUTH AND ADULT SPORTS WORKSHOP LEO	46272	2317812	40.00
01/22/26	MANHATTAN STITCHING	FALL 2025 ADULT SOFTBALL CHAMPIONSHIP	46274	2317795	2,641.54
01/22/26	MANHATTAN STITCHING	2ND PLACE AWARDS FOR FALL 2025 ADULT	46275	2317795	762.24
01/22/26	REC SVCS REFUND	REFUND FOR 742010	46322	2317807	80.00
01/22/26	SCMAF - ORANGE COUNT	SCMAF MEMBERSHIP DUES	46395	2317812	425.00
TOTAL ATHLETICS					3,948.78
10080810 SENIOR & COMM CENTER					
01/22/26	ROGERS, ANTONY ODELL	ENTERTAINMENT FOR HOLIDAY LUNCHEON	46282	2317810	350.00
01/29/26	AMAZON	BULLETIN BOARD	46424	5362	93.66
01/29/26	AMAZON	WIPES FOR FITNESS ROOM	46426	5362	111.02
01/29/26	AMAZON	SIGN HOLDERS	46428	5362	83.65
01/29/26	AMAZON	PICTURE FRAMES	46429	5362	(18.48)
01/29/26	AMAZON	CROCODILE WIPES FOR CLEANING	46431	5362	124.85
01/29/26	AMAZON	MAGENTIC LABELS	46435	5362	27.17
01/22/26	VERIZON WIRELESS	SENIOR CENTER CELL PHONES 12/2 - 1/1/26	46401	2317820	85.03
01/29/26	AMAZON	MOUSE PAD	46437	5362	4.34

01/29/26	AMAZON	ACRYLIC SIGN HOLDERS	46438	5362	22.83
01/29/26	AMAZON	OFFICE SUPPLIES	46439	5362	14.04
01/22/26	SPECTRUM GAS PRODUCT	SENIOR CENTER HELIUM TANK REFILL	46279	2317815	429.61
01/29/26	LEI JES CATERING	CATERING FOR LUNAR NEW YEAR LUNCHEON	46519	5369	1,365.73
TOTAL SENIOR & COMM CENTER					2,693.45
10080811 SENIOR TRANSPORTATION					
01/22/26	OCY MANAGEMENT LLC	SENIOR TRANSPORTATION SERVICES -	46296	5347	13,824.00
TOTAL SENIOR TRANSPORTATION					13,824.00
10080820 CONTRACT CLASSES					
01/22/26	DANCE WITH KIMBERLY	INSTRUCTOR PAYMENT 271137-A2	45610	5340	260.00
01/22/26	AMAZON	OFFICE SUPPLIES - PENS 1GWY-PN6D-3MR6	45952	5336	83.47
01/22/26	REC SVCS REFUND	212011-A3 CLASS PRORATED REFUND	46320	2317805	63.50
01/22/26	REC SVCS REFUND	351017-A2 REFUND	46321	2317806	45.00
01/22/26	COM SVCS REFUND	REFUND FOR LINE DACNING FOR BEGINNERS	46410	2317783	46.00
01/22/26	COM SVCS REFUND	REFUND FOR LINE DANCING 2/3	46411	2317785	36.00
01/22/26	COM SVCS REFUND	REFUND FOR INTEGRAL TAI CHI I	46412	2317784	42.00
01/29/26	REC SVCS REFUND	BREAKTHROU SPORTS REFUND 312012-A1	46467	2317868	96.00
01/29/26	POSTMASTER/U.S.POSTA	POSTAGE FOR SPRING 2026 FP	46468	2317863	3,000.00
TOTAL CONTRACT CLASSES					3,671.97
10093001 P&B PROJECTS (NON-RECURRING)					
01/29/26	THE PLANNING CENTER	JUL 2025 GENERAL PLAN UPDATE	46345	2317880	1,161.25
TOTAL P&B PROJECTS (NON-					1,161.25
10097000 GF PROJ RECURRING					
01/29/26	COUNTY OF ORANGE	1/1/26-3/31/26 800 MHZ AGREEMENT (COUNTY	46453	2317835	34,756.88
TOTAL GF PROJ RECURRING					34,756.88
10098001 GENERAL FUND					
01/22/26	RHA LANDSCAPE	PARKS & COMMUNITY SERVICES MASTER PLAN	46280	2317808	1,200.00
TOTAL GENERAL FUND					1,200.00
11010050 ISF IS ADMIN CAPITAL					
01/29/26	TYLER TECHNOLOGIES	PAYROLL TAX TABLE UPDATE	46340	2317883	1,050.00
01/29/26	TYLER TECHNOLOGIES	CUSTOM REPORT WRITING - INITIAL	46342	2317883	3,000.00
01/29/26	TYLER TECHNOLOGIES	CUSTOM REPORT WRITING - FINAL PASS	46341	2317883	3,000.00
01/22/26	FIRST DUE	FIRST DUE SUBSCRIPTION	46281	5342	28,115.00
01/29/26	ADVANCED OFFICE / IN	CONTRACT 41585 OVERAGE 12/6 - 1/5/26	46337	2317823	66.89
01/29/26	ADVANCED OFFICE / IN	CONTRACT M22588 OVERAGE 12/3 - 1/2/26	46338	2317823	54.72
01/22/26	NEOGOV	NEOGOV RENEWAL 3/7/25-3/6/27	46291	2317797	21,024.01
01/29/26	ADVANCED OFFICE / IN	CONTRACT M9483 OVERAGE 12/1 - 12/31/25	46339	2317823	55.80
01/29/26	TPX COMMUNICATIONS	CITY & PD PHONE LINES 1/9 - 2/8/26	46397	2317882	5,162.00
TOTAL ISF IS ADMIN CAPITAL					61,528.42
11094001 ISF IS FINANCE PRJ NON-REC					
01/29/26	TYLER TECHNOLOGIES	UB IMP AUG 19, 2025 - SIDES	46343	2317883	700.00
TOTAL ISF IS FINANCE PRJ NON-REC					700.00
11100000 ISF GOVERNMENT BUILDINGS					
01/29/26	HORIZONS CONSTRUCTIO	CON 1436 RETENTION RELEASE PRJ 24045	46335	5366	6,489.86
TOTAL ISF GOVERNMENT BUILDINGS					6,489.86

11110000 ISF GB CITY HALL

01/22/26 CINTAS CORPORATION 6	11/20/25 UNIFORMS	45998	2317782	18.86
01/22/26 CINTAS CORPORATION 6	12/18/25 UNIFORMS	46316	2317782	18.86
01/29/26 RED WING BUSINESS AD	SAFETY BOOTS-S.J.	46762	2317869	213.01
01/29/26 RED WING BUSINESS AD	SAFETY BOOTS-C.G.	46763	2317869	213.01
01/29/26 RED WING BUSINESS AD	SAFETY BOOTS-D.D.	46764	2317869	255.63

TOTAL ISF GB CITY HALL**719.37****11150000 ISF GB CITY YARD**

01/22/26 CANTEEN REFRESHMENT	OFFICE/COFFEE SUPPLIES	46285	5338	256.79
01/22/26 AMAZON	IPHONE CASE AND SCREEN PROTECTORS	45962	5335	24.45
01/22/26 AMTECH ELEVATOR SERV	1/1/26-1/31/26 ELEVATOR MAINT. YARD	46289	5337	235.05
01/22/26 REGENCY ENTERPRISES,	GUN STATION LIGHTS	46290	5349	10.18
01/29/26 KEN'S LOCKSMITHERY	KEYS FOR CITY YARD	46746	2317849	267.00
01/29/26 AMTECH ELEVATOR SERV	2/1/26-2/28/26 ELEVATOR SERVICE-YARD	46744	5363	235.05
01/29/26 ROAD RUNNER EXTERMIN	1/2026-4/2026 QUARTERLY PEST CONTROL	46735	5380	149.00

TOTAL ISF GB CITY YARD**1,177.52****11160001 ISF GB FS1**

01/22/26 PACIFIC COAST REFRIG	WEIGHT ROOM UNIT HVAC REPAIRS	46006	2317801	4,800.00
01/29/26 PACIFIC COAST REFRIG	FIRE STATION #1 HVAC REPAIRS	46396	2317862	938.00

TOTAL ISF GB FS1**5,738.00****11160002 ISF GB FS2**

01/29/26 SO CALIF EDISON CO	12/22/25 to 01/21/26 FIRE STATION NO. 2	46478	2317877	875.10
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TOTAL ISF GB FS2**875.10****11170000 ISF GB POLICE DEPARTMENT**

01/22/26 AMTECH ELEVATOR SERV	1/1/26-1/31/26 ELEVATOR MAINT. PD	46287	5337	212.51
01/22/26 AMTECH ELEVATOR SERV	1/1/26-1/31/26 ELEVATOR MAINT.-SENIOR	46288	5337	201.52
01/29/26 FRONTIER COMMUNICATI	1/7 - 2/6/26 JAIL PHONE	46400	2317843	131.12
01/29/26 AMTECH ELEVATOR SERV	2/1/26-2/25/26 ELEVATOR SERVICE-PD	46731	5363	212.51
01/29/26 COUNTY OF ORANGE	DEC 2025 - OCATS	46460	2317835	1,374.20
01/29/26 PACIFIC COAST REFRIG	POLICE DEPARTMENT HVAC REPAIRS	46399	2317862	4,800.00
01/29/26 JMG SECURITY SYSTEMS	FIRE SYSTEM TESTS	46732	5367	321.25

TOTAL ISF GB POLICE DEPARTMENT**7,253.11****11180000 ISF GB REC CENTER**

01/29/26 DUNN-EDWARDS CORPORA	PAINT FOR SNACK BAR A	46742	2317840	192.68
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TOTAL ISF GB REC CENTER**192.68****11180001 ISF GB SR CENTER**

01/22/26 ROAD RUNNER EXTERMIN	1/2026 PEST AND RODENT CONTROL-SENIOR	46286	5350	144.00
01/29/26 AMTECH ELEVATOR SERV	2/1/26-2/28/26 ELEVATOR SERVICES-SENIOR	46745	5363	201.52
01/29/26 PACIFIC COAST REFRIG	SENIOR CENTER HVAC REPAIRS	46758	2317862	2,570.00

TOTAL ISF GB SR CENTER**2,915.52****11180051 ISF GB R&C CAPITAL**

01/22/26 TRUELINE CONSTRUCTIO	9/29-11/03/25 PICKLEBALL PROJECT PP1	45949	2317816	118,835.00
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TOTAL ISF GB R&C CAPITAL**118,835.00****11250001 PW - FLEET MGMT**

01/22/26 MCFADDEN DALE INDUST	SHOP PARTS	46314	2317796	152.27
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01/22/26	CINTAS CORPORATION 6	11/20/25 UNIFORMS	45998	2317782	73.59
01/22/26	RINCON TRUCK CENTER,	STOCK PARTS	46305	2317809	35.97
01/22/26	CINTAS CORPORATION 6	12/18/25 UNIFORMS	46316	2317782	73.59
01/22/26	SC COMMERCIAL LLC	BULK GAS FOR FIRE STATION 1	46298	5351	1,471.21
01/22/26	FACTORY MOTOR PARTS	PART FOR UNIT 306	46309	2317788	304.46
01/22/26	AUTONATION HONDA	PART FOR UNIT 408 AND CREDIT BACK	46302	2317779	103.49
01/22/26	AUTONATION HONDA	PART FOR UNIT 408	46303	2317779	79.80
01/22/26	RINCON TRUCK CENTER,	STOCK PARTS	46304	2317809	103.87
01/22/26	FACTORY MOTOR PARTS	STOCK PARTS	46308	2317788	32.99
01/22/26	REGENCY ENTERPRISES,	SHOP SUPPLY	46299	5349	29.64
01/22/26	DEPT 143	TIRE FOR UNIT 348	46300	2317787	432.83
01/22/26	RINCON TRUCK CENTER,	CORE CREDITS	46306	2317809	(69.82)
01/22/26	FACTORY MOTOR PARTS	STOCK PARTS	46307	2317788	2,009.31
01/22/26	FACTORY MOTOR PARTS	PART FOR UNIT 435	46311	2317788	966.79
TOTAL PW - FLEET MGMT					5,799.99
11250052 ISF FL PW CAPITAL					
01/28/26	ENTERPRISE FM TRUST	NOV-DEC 2025 ENTERPRISE LEASES	46518	5359	115,750.39
TOTAL ISF FL PW CAPITAL					115,750.39
11270052 ISF FL PD CAPITAL					
01/29/26	AMAZON	EQUIPMENT FOR TAHOES	46441	5362	91.32
TOTAL ISF FL PD CAPITAL					91.32
11350053 ISF EQ PW R&C CAPITAL					
01/29/26	SMARDAN SUPPLY CO.	SEWER LATERAL PUSH CAMERA REEL AND	45997	5383	13,997.20
TOTAL ISF EQ PW R&C CAPITAL					13,997.20
11370053 ISF EQ PD R&C CAPITAL					
01/29/26	GALLS, LLC	VEST - H. RAMIREZ	46422	2317847	890.35
01/29/26	PROFORCE MARKETING,	GUN HOLSTERS (60)	46430	2317865	8,588.86
01/29/26	AMAZON	AVILA & CHIEF'S CONF ROOM CHAIRS	46443	5362	338.70
TOTAL ISF EQ PD R&C CAPITAL					9,817.91
11380053 ISF EQ R&C CAPITAL					
01/22/26	ULINE	VERMICULITE	46376	2317817	1,297.65
01/29/26	AMAZON	STORAGE CABINETS	46436	5362	556.58
TOTAL ISF EQ R&C CAPITAL					1,854.23
11400411 SELF INSURANCE					
01/29/26	LIEBERT, CASSIDY & W	LCW LEGAL FEES	46778	5370	824.50
01/29/26	LIEBERT, CASSIDY & W	LCW LEGAL FEES	46779	5370	2,419.70
01/22/26	TEMPORARY STAFFING	PART TIME TEMP EMPLOYEE WE 12/21	45560	5353	1,480.34
01/29/26	TEMPORARY STAFFING	PART TIME TEMP EMPLOYEE WE 12/28/25	45627	5385	1,210.02
01/29/26	RELIABLE TRANSLATION	VIETNAMESE TRANSLATION FOR 1/20/2026 CC	46417	2317870	1,380.00
TOTAL SELF INSURANCE					7,314.56
11400430 SELF INSURANCE					
01/22/26	FOUNTAIN VALLEY FIRE	JANUARY 2026 - FVFA LTD	46007	5343	702.00
01/22/26	TRUST OF PORAC	FEB 2026 - PORAC LTD (ACCT 54541)	46403	5354	1,291.50
01/29/26	THE LINCOLN NATIONAL	FEB 2026 LIFE INSURANCE/LTD/ADD/EAP	46728	2317879	3,568.00
TOTAL SELF INSURANCE					5,561.50

23030313 CDBG NEIGHBORHOOD REVITA

01/22/26	4 13 GC SERVICES	HIP GRANT	46406	2317763	1,000.00
01/29/26	PROFESSIONAL MOBILE	HIP GRANT PARTIAL PAYMENT	46736	2317864	9,510.00

TOTAL CDBG NEIGHBORHOOD REVITA**10,510.00****23030314 CDBG OC FAIR HOUSING PROG**

01/22/26	FAIR HOUSING COUNCIL	PSA SUB-RECIPIENT GRANT PER 24-25 ACTION	46278	2317789	1,250.00
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TOTAL CDBG OC FAIR HOUSING PROG**1,250.00****23030315 CDBG PUBLIC SERVICE**

01/22/26	WAYMAKERS	PSA SUB-RECIPIENT GRANT PER 25-26 ACTION	46346	5356	1,062.62
01/22/26	SENIOR SERVICE	PSA SUB-RECIPIENT GRANT PER 25-26 ACTION	46292	2317813	1,550.00
01/22/26	SENIOR SERVICE	PSA SUB-RECIPIENT GRANT PER 25-26 ACTION	46293	2317813	610.00
01/29/26	BOYS & GIRLS CLUBS O	PSA SUB-RECIPIENT GRANT PER 25-26 ACTION	46416	2317828	2,065.75

TOTAL CDBG PUBLIC SERVICE**5,288.37****50000000 WF NON-DEPARTMENTAL**

01/29/26	MULTI FAMILY BUILDER	METER - DEPOSIT REFUND	45889	2317855	2,500.00
01/29/26	MULTI FAMILY BUILDER	METER - REFUND DEPOSIT	45890	2317856	2,500.00
01/29/26	WCCG #1051 (DEPOSIT	METER - DEPOSIT REFUND	45891	2317886	2,451.36
01/29/26	HOANG, TRI	UTILITY REFUND - FINALED 5/28/2025	46325	2317848	200.00
01/29/26	ORANGE COUNTY SANITA	UTILITY REFUND - FINALED 10/12/25	46326	2317861	386.96
01/29/26	A-CREATIVE PROPERTY	UTILITY REFUND - FINALED 10/23/25	46327	2317822	21.71
01/29/26	METCALF, JACK A	UTILITY REFUND - FINALED 12/2/25	46328	2317853	53.88
01/29/26	PUTNAM, JASMINE	UTILITY REFUND - FINALED 12/4/25	46329	2317866	20.11
01/29/26	METCALF, JACK A	UTILITY REFUND - FINALED 12/2/25	46330	2317853	40.80
01/29/26	BROOKS, GAVIN	UTILITY REFUND - FINALED 12/10/25	46331	2317829	52.20
01/29/26	STEVE DEMOS	UTILITY REFUND - FINALED 12/7/25	46332	2317878	22.83
01/29/26	KRISTY DONG	UTILITY REFUND - FINALED 12/15/25	46333	2317850	53.81

TOTAL WF NON-DEPARTMENTAL**8,303.66****50050570 WF WTR PROD. OPNS**

01/22/26	CINTAS CORPORATION 6	11/20/25 UNIFORMS	45998	2317782	19.92
01/22/26	CINTAS CORPORATION 6	12/18/25 UNIFORMS	46316	2317782	19.92
01/22/26	GOLDEN METERS SERVIC	PRODUCTION METER TESTING	46378	2317791	3,520.00
01/27/26	ORANGE COUNTY WATER	OCWD WELL REPLNSHMNT JUL-DEC 25	45961	5287	3,147,881.40
01/29/26	AAA OIL, INC.	OIL FOR MOTORS	46465	5360	3,398.19
01/29/26	SO CALIF EDISON CO	12/04/25 to 01/05/26 RES# 2 & WELLS	46445	2317874	82,792.56

TOTAL WF WTR PROD. OPNS**3,237,631.99****50050571 WF DISTRIBUTION SYSTEM**

01/29/26	MUNICIPAL WATER DIST	AUG 2025 - TURF REMOVAL & S2D	46477	2317859	853.10
01/22/26	CINTAS CORPORATION 6	11/20/25 UNIFORMS	45998	2317782	62.21
01/22/26	YO FIRE	DISTRIBUTION MAINTENANCE	45675	2317821	947.00
01/22/26	ROSEBURROUGH TOOL IN	EXCAVATION TOOLS	45987	2317811	1,044.15
01/22/26	CINTAS CORPORATION 6	12/18/25 UNIFORMS	46316	2317782	57.31
01/22/26	AMAZON	MAXIFLEX	45989	5335	57.39
01/22/26	YO FIRE	SERVICE COPPER	45799	2317821	3,369.35
01/22/26	HANSON AGGREGATES, L	WASH CON SAND	45795	2317792	1,084.10
01/22/26	HANSON AGGREGATES, L	ROAD BASE	45796	2317792	334.79

01/22/26	UNDERGROUND SERVICE	UNDERGROUND SAFETY BOARD	45797	2317818	89.08
01/22/26	UNDERGROUND SERVICE	USA DIGALERT	45798	2317818	248.00
01/22/26	CALIFORNIA WATER EFF	2026 DUES - CALWEP/AWE	46294	2317781	1,967.13
01/22/26	SMARDAN SUPPLY CO.	AIRVAC REPAIR	46001	5352	155.66
01/22/26	SMARDAN SUPPLY CO.	SERVICE COPPER	46002	5352	280.39
01/22/26	YO FIRE	2" SERVICE MATERIAL	46003	2317821	1,801.99
TOTAL WF DISTRIBUTION SYSTEM					12,351.65
50050574 WF METER M & R					
01/22/26	AQUA-METRIC SALES	3/4" IPERL	45806	2317774	3,366.52
01/22/26	AQUA-METRIC SALES	MXU SINGLEPORT	45805	2317774	3,454.83
01/22/26	AQUA-METRIC SALES	3" METER REGISTERS	45800	2317774	2,205.37
01/22/26	AQUA-METRIC SALES	1" IPERL	45802	2317774	3,484.85
01/22/26	AQUA-METRIC SALES	MXU SINGLE PORT	45804	2317774	3,453.03
01/22/26	AQUA-METRIC SALES	MXU HOUSING	45801	2317774	3,459.42
01/22/26	AQUA-METRIC SALES	METER REGISTERS	45803	2317774	3,080.07
TOTAL WF METER M & R					22,504.09
50150580 SF SEWER MAINTENANCE					
01/22/26	CINTAS CORPORATION 6	11/20/25 UNIFORMS	45998	2317782	13.39
01/22/26	OMEGA INDUSTRIAL SUP	EQUIPMENT SUPPLIES	46283	5348	919.80
01/22/26	CINTAS CORPORATION 6	12/18/25 UNIFORMS	46316	2317782	13.39
01/22/26	SO CALIF EDISON CO	12/15/25 to 01/13/26 SEWER LIFT STATION	46313	2317814	590.91
01/29/26	FERGUSON ENTERPRISES	SEWER LINE LOCATOR TOOL	46494	2317842	3,177.35
01/29/26	LIFECOM	GAS MONITOR CALIBRATION	46495	2317852	80.00
TOTAL SF SEWER MAINTENANCE					4,794.84
50250590 SWF SOLID WASTE					
01/29/26	REPUBLIC SERVICES, I	DEC 2025 RUBBISH HAULING	46324	2317871	415,280.80
TOTAL SWF SOLID WASTE					415,280.80
60030301 CUSTODIAL - BLDG SAFETY					
01/22/26	OC SANITATION DISTRI	DEC 2025 SEWER CONNECTION FEES	45946	2317799	8,676.27
TOTAL CUSTODIAL - BLDG SAFETY					8,676.27
60070701 CUSTODIAL - ASSET SEIZ INVSTGT					
01/29/26	CITY OF FOUNTAIN VAL	PD ASSET SEIZURE DR#25-37000 TRAN, MINH	46317	2317830	3,232.00
TOTAL CUSTODIAL - ASSET SEIZ INVSTGT					3,232.00
				TOTAL	\$4,936,450.61



CITY OF FOUNTAIN VALLEY CITY COUNCIL COUNCIL ACTION REQUEST

To: Honorable Mayor and
Members of the City Council

Agenda Date: February 17, 2026

SUBJECT: Approval of (1) the renewal of Brightly asset management software subscriptions and (2) an agreement for managed support services, in a net-neutral total annual cost, to provide enhanced training, support, and integration continuity for Brightly asset management software.

Three-Year Strategic Goals

- Enhance the culture and environment of “A Nice Place to Live.”
- Achieve fiscal stability by evaluating processes, and attract and retain revenue producing businesses/opportunities.
- Attract and retain quality staff through best practices and trends.
- Maintain, build, and modernize infrastructure to support the growth and future needs of the City.
- Not applicable.

EXECUTIVE SUMMARY

Staff recommends approving the City’s annual renewal of Brightly’s asset management and work order software and authorizing the addition of managed support services to ensure long-term operational success, consistent training, and enhanced post-implementation support.

As part of implementation and the early operational ramp-up, staff identified the need for an enhanced support model, similar to the City’s prior experience, in which vendor support could be engaged as needed to reduce internal staff burden and maintain continuity after implementation closes. The managed support services provide structured training/onboarding support, access to a monthly bucket of support hours, and a clear escalation path for troubleshooting and ongoing optimization.

This action is structured to be a minimal increase to the City’s annual cost by reallocating funding from an existing Brightly line item to managed services. The software renewal total remains consistent with the current annual renewal amount.

DISCUSSION

The City is currently implementing and expanding Brightly solutions to support Public Works operations, including work order management, asset tracking, and operational reporting. During implementation, the City and Brightly confirmed additional needs that are critical to long-term success, including: (1) integration, (2) work order history migration, and (3) post-go-live training and support capacity to address staff onboarding and system adoption.

Key components of the request:

- **Software Renewal:** Continue the City’s subscriptions with no disruption to service.
- **Managed Support Services (Post-Implementation):** Add enhanced support resources that provide ongoing training and support hours and dedicated premier support coverage.
- **Integration Continuity:** Maintain ongoing support for DigAlert integration (including monitoring and continuity of service).
- **Work Order History Migration:** Complete the agreed scope to migrate historical work order data into the new environment to support continuity of records and reporting.

Schedule/timing:

Implementation remains within the previously planned timeline window. Integration work is expected to proceed following Council approval and executed agreements, with go-live remaining within the planned spring timeframe.

FISCAL REVIEW

	2025/2026	2026/2027
Asset Essentials	\$24,256.16	\$24,256.16
Capital Predictor	\$18,952.89	\$18,952.89
Park Predictor	\$15,161.68	\$0
Confirm Managed Support	\$0	\$15,179.51
Sub-Total	\$58,370.73	\$58,388.56
Net Change		\$17.83
Confirm (Work Order)	\$9,519.99 (3 Months) April-July	\$38,079.94
Total (12 Months)	\$96,450.67	\$96,468.50

Approval of this action results in a minimal cost increase relative to the City’s current renewal total.

- **Managed support services: \$15,179.51**
- **Offset/reallocation:** We will discontinue the separate **Parks Predictor** line item (\$15,161,68) and reallocate those funds toward the managed services. Parks Predictor data will be bundled within the Facilities Predictor platform, ensuring continuity of forecasting, capital planning, and asset investment planning without the need for a standalone Parks Predictor subscription.
- **Net annual renewal impact: \$17.83 increase** (renewal total remains consistent with the current annual renewal amount).

Funding is budgeted within existing operational technology/software appropriations associated with asset management and maintenance operations.

PUBLIC NOTIFICATION

Not applicable.

ENVIRONMENTAL IMPACT REVIEW

Not applicable.

ATTORNEY REVIEW

The Attorney(s) for the City have reviewed this item.

ALTERNATIVES

Alternative No. 1: (Recommended): Approve the Brightly renewal and the managed support services agreement as presented, resulting in a \$17.83 cost increase while strengthening post-implementation support, training continuity, and operational sustainability.

Alternative No. 2: Approve the software renewal without adding managed support services. This is not recommended because it reduces post-implementation support capacity and may increase staff burden and risk adoption and operational continuity.

RECOMMENDATION

Staff is requesting City Council approval of Alternative No. 1 to approve the renewal of Brightly software subscriptions and the associated managed support services agreement, structured to maintain a net-neutral annual cost.

Prepared by: Steven Bohlson, IT Manager

Reviewed by: Scott Smith, Public Works Director
Scott Kim, IT Director

Fiscal review by: Ryan Smith, Finance Director

Approved by: Maggie Le, City Manager

Attachments:

1. Quote for software renewal
2. Quote for new line-item professional services
3. Brightly Insurance Requirements



PREPARED FOR

City Of Fountain Valley ("Customer")

PREPARED BY

Brightly Software Inc

4242 Six Forks Road, Suite 1400

Raleigh, NC 27609

PUBLISHED ON

January 28, 2026



Q-460023

January 21, 2026
City Of Fountain Valley

Thank you for your continued support of our market leading solutions for improving efficiency in operations. We are excited about providing you with online tools that will help you save money, increase efficiency and improve services. Brightly is dedicated to providing best in class solutions, including the following for City Of Fountain Valley.

Service Term: 12 months (07/01/2026 - 06/30/2027)

Cloud Services			
Item	Start Date	End Date	Investment
Asset Essentials Enterprise	7/1/2026	6/30/2027	24,256.16 USD
Facilities/Physical Plant Module	7/1/2026	6/30/2027	Included
Parks, Recreation and Forestry Module	7/1/2026	6/30/2027	Included
Asset Essentials Analytics	7/1/2026	6/30/2027	Included
Asset Essentials Inventory	7/1/2026	6/30/2027	Included
GIS Asset Management	7/1/2026	6/30/2027	Included
Capital Predictor Enterprise	7/1/2026	6/30/2027	18,952.89 USD
Predictor Facilities/Physical Plant	7/1/2026	6/30/2027	Included
Public Infrastructure - Core	7/1/2026	6/30/2027	38,079.94 USD
Confirm Core	7/1/2026	6/30/2027	
Confirm Core User	7/1/2026	6/30/2027	
Confirm Core Connect	7/1/2026	6/30/2027	
Confirm Core Workzone	7/1/2026	6/30/2027	
Renewal:			81,288.99 USD

- Omnia Partners Contract Number: R210702 discount has been included
- <https://www.omniapartners.com/suppliers/brightly/public-sector>



Order terms

BY SIGNING THIS ORDER FORM, WHETHER BY ELECTRONIC OR WRITTEN SIGNATURE, YOU ARE PLACING A BINDING ORDER FOR THE OFFERINGS SHOWN. IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE OFFERINGS.

- A. The "Effective Date" of the Agreement between Customer and Brightly Software, a Siemens Company ("Siemens") is the date Customer accepts this Order
- B. Proposal expires in sixty (60) days.
- C. The Siemens entity entering into this Agreement is Brightly Software, Inc., a Delaware corporation, and the notice address shall be Corporate Trust Center, 1209 Orange Street, Wilmington, DE 19801 USA, Attn: Brightly Software.
- D. By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Customer agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- E. Payment terms: Net 30
- F. This Order and its Offerings will be subject to the terms and conditions of the Terms of Service (the Base Terms together with any applicable Supplemental Terms) found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Agreement"), unless Customer has a separate written agreement executed by Brightly Software, Inc. for the Offerings, in which case the separate written agreement will govern its defined Term. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or other document from Customer are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
- G. Where the Customer is a state, local, or public education entity created by the laws of the applicable state, Siemens and Customer agree that the provisions of the State, Local Government, and Higher Education Addendum ("SLED Addendum") found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) take precedence over any conflicting terms in the Agreement to the extent the deviations set forth therein are required by applicable law.
- H. Siemens shall invoice Customer and Customer agrees to pay Siemens the amount specified on this Order. Quantities purchased may not be decreased during the relevant Subscription Term. Customer is responsible for providing complete and accurate billing and contact information to Siemens and notifying Siemens promptly of any changes to such information.
- I. If Customer is paying by credit card or Automated Clearing House ("ACH"), Customer shall establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, Siemens is hereby authorized to charge any applicable fees, including any processing fees, using such Automatic Payment Method.
- J. Customer is responsible for paying all taxes associated with its purchases hereunder. Siemens shall invoice Customer and Customer shall pay that amount unless Customer provides Siemens with a valid tax exemption certificate, direct pay permit, or other government-approved documentation. Notwithstanding the foregoing, Customer is responsible for, and, to the extent permitted by law, will indemnify Siemens for: 1) any encumbrance, fine, penalty or other expense which Siemens may incur as a result of Customer's failure to pay any taxes



- required hereunder, and 2) any taxes, including withholding taxes, resulting from making an Offering available to Users in geographic locations outside the country in which Customer is located as per the Order. For clarity, Siemens is solely responsible for taxes assessable against Siemens based on its income, property and employees.
- K. Siemens maintains the right to increase fees within the Subscription Term for Recurring Fee Offerings by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
 - L. In the event Customer purchases the Cloud Services (including any renewals thereof) through an authorized reseller of Siemens, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or taxes. Such terms and conditions shall be negotiated solely by and between Customer and such authorized reseller. In the event Customer ceases to pay the reseller, or terminates its agreement with the reseller, Siemens shall have the right to terminate Customer's access to the Cloud Services at any time upon thirty (30) days' notice to Customer unless Customer and Siemens have agreed otherwise in writing.

Cloud Services

- A. Billing frequency: Annual
- B. Cloud Services Offerings will be subject to the terms and conditions of the General Software and Cloud Supplemental Terms found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>).
- C. Any Offerings identified as Cloud Services on this Order shall automatically renew for additional periods equal to the expiring Subscription Term or one year, whichever is longer, unless either party has provided written notice of its intent to terminate the Cloud Service subscription not less than forty-five (45) days prior to the expiration of the then-current Subscription Term.
- D. During the Term, Siemens shall, as part of Customer's Subscription Fees provide telephone and email support ("Support Services") 24 hours/day, 7 days/week.
- E. Siemens shall use commercially reasonable efforts to make its Software or Cloud Service available 99.9% of the time for each full calendar month during the Subscription Term, determined on twenty-four (24) hours a day, seven (7) days a week basis (the "Service Standard"). The Service Standard availability for access and use by Customer(s) excludes unavailability when due to: (a) any access to or use of the Cloud Service by Customer or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Customer's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with internet service or non-Cloud Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Cloud Service by Siemens pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Cloud Service, the total amount of time (measured in minutes) during an applicable calendar month when such Cloud Service is unavailable for the majority of Customer's Account Users due to planned Cloud Service maintenance. To the extent reasonably practicable, Siemens shall use reasonable efforts to provide eight (8) hours prior notice of Cloud Service maintenance events and schedule such Cloud Service maintenance events outside the applicable business hours.
- F. USE OF APIS. Customer is authorized to use any Application Programming Interface that is either: i) identified as a Cloud Services Offering, or ii) identified as published in the Documentation (collectively the "APIs") as part of any Offering for Customer's internal business purposes only. Customer may not use the APIs to enable unauthorized use of the Cloud Services. Customer may purchase a separate license to use certain published APIs to develop



software for use solely in conjunction with the Cloud Services. Customer is prohibited from reselling any software developed through the use of the APIs unless (a) Customer is separately authorized to do so as a member of a Siemens partner program, or (b) Customer has purchased an Offering which include APIs that explicitly allows Customer to develop software for Customer's internal use or for resale under terms and conditions at least as protective as this Agreement. Customer may not otherwise modify, adapt, or merge the Offerings. Siemens has no obligations or liability for software developed by Customer using the APIs. Customer is prohibited from using unpublished APIs under any circumstances.

- G. Siemens reserves the right to block IP addresses originating from a Denial of Service (DoS) attack. Siemens shall notify Customer should this condition exist and inform Customer of its action. Once blocked, an IP address shall not be able to access the Cloud Service and the block may be removed once Customer is satisfied corrective action has taken place to resolve the issue. Siemens also reserves the right to suspend or terminate service if Customer: 1) performs load tests, network scans, penetration tests, ethical hacks or any other security auditing procedure on the Cloud Service, 2) interferes with or disrupts the integrity or performance of the Cloud Service or data contained therein, or 3) otherwise violates the use restrictions under this Agreement.
- H. Customer is entitled to access and use the Offerings only as explicitly described in the Documentation. These Offerings are intended for Customer's internal business operations only. There are no additional Entitlements or rights to use the Offerings or their related APIs beyond what is specified. Any other access or use is strictly prohibited under the Terms.
- I. At the time of this Order, the implementation of the requirements of the Cyber Resilience Act EU 2024/2847 ("CRA") is not yet mandatory in the European Union (EU) due to its transitional periods. Not all clarifications on measures that the Customer and contractor will take to implement the new requirements within the project implementation can currently be completed. Therefore, the parties agree that the project scope and contract price agreed upon at the time of Agreement conclusion do not yet include any necessary measures to implement the CRA requirements. Siemens will present the implementation of these measures together with an adjustment of the contract price and schedules considering any additional expenses of the contractor in the appropriate project phases through the Change Request procedure.

Additional information

- A. Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (<mailto:accountsreceivable@brightlysoftware.com>).
- B. Billing frequency other than annual is subject to additional processing fees.
- C. Provide Siemens with the purchase order number, if applicable. Acceptance of this Order without a purchase order number indicates that a purchase order is not necessary. Please reference Q-460023 on any applicable purchase order and email to Purchaseorders@Brightlysoftware.com (<mailto:Purchaseorders@Brightlysoftware.com>).
- D. Company can provide evidence of insurance upon request.



Signature

Presented to:

City Of Fountain Valley - Q-460023

January 21, 2026, 1:59:14 PM

Accepted by:

Printed Name

Signed Name

Title

Date



PREPARED FOR

City Of Fountain Valley ("Customer")

10200 Slater Ave

Fountain Valley, CA 92708

PREPARED BY

Brightly Software Inc

4242 Six Forks Road, Suite 1400

Raleigh, NC 27609

PUBLISHED ON

January 07, 2026



Q-456994

Subscription Term: 17 months (02/01/2026 - 06/30/2027)

Cloud Services				
Item	Start Date	End Date	Pricing Based On	Investment
Confirm Integration - Tier 2	2/1/2026	6/30/2026	1.00 Each	1,042.60 USD
02/01/2026 - 06/30/2026 included at no additional cost				-1,042.60 USD
				Subtotal: 0.00 USD
Professional Services				
Item	Pricing Based On		Investment	
- Professional Services & Project Management	10.00 Hour(s)			
- Connection, Configuration, & Validation	17.00 Hour(s)			
Professional Services			0.00 USD	
				Subtotal: 0.00 USD
Total Initial Investment			0.00 USD	



Managed Services				
Item	Start Date	End Date	Pricing Based On	Investment
Confirm Managed Service	7/1/2026	6/30/2027		8,802.12 USD
Premier Support Services	7/1/2026	6/30/2027		3,875.15 USD
				Subtotal: 12,677.27 USD
Cloud Services Subscription				
Item	Investment Year 2 Start Date: 07/01/2026			
Confirm Integration - Tier 2				2,502.24 USD
			Total:	2,502.24 USD
Total Managed Services & Cloud Services Investment				15,179.51 USD

Custom Confirm Consulting – Work Order Import Scope of Work

This scope of work (SOW) is dated as of **December 18, 2025**, and is entered into and between **Brightly Software, Inc.** (Company) and **City of Fountain Valley** (Customer). The Company and Customer (Parties) are executing this SOW solely for the purpose of enabling and authorizing Company to provide professional services to Customer.

Summary:

Customer is currently implementing Company's Confirm software. During the implementation process, it was identified that additional effort is required to import approximately 20,000 historical work orders. This work order import service ensures accurate migration of legacy work order data into the Confirm system, maintaining data continuity and supporting operational efficiency. The scope includes requirements gathering, data validation, template preparation, data import, and post-import review.

In Scope:

The items below are considered in scope of this SOW:

1. Custom Confirm Consulting Services – Historical Work Order Import

Project Tasks:

- Historical Data Review
 - Customer provides historical work order data for Company review.
 - Company will conduct a comprehensive review of the provided data set and provide any data discrepancies or gaps that require resolution.
 - Customer will be responsible for addressing and resolving all identified data gaps and inconsistencies to ensure the data meets the necessary import specifications
- Import Template Preparation and Review
 - Upon resolution of data gaps, a review session will be scheduled to validate the prepared work order import file. The total duration for this session(s) will not exceed 4 hours.
 - Company will prepare the work order template and configure the required data fields within the system to align with historical data structure
- Data Import
 - Company will execute the import of approximately 20,000 historical work orders
- Post Import Review
 - Company will conduct review session(s) to review the loaded data and address any final minor adjustments. Any modifications identified during this session will be completed, not to exceed a total of 4 hours of effort.

Acceptance Process:

- Company will confirm and document completion of each project task as it is delivered.
- Customer will review and validate the prepared work order import file, prior to import.
- Upon acceptance of the prepared work order import file, Company will import historical work orders.



Assumptions & Responsibilities:

The Company has made the following general assumptions in this SOW to derive the cost for this project. It is the responsibility of Customer to validate these assumptions and responsibilities before signing the Acceptance. Deviations from these assumptions may impact Company's ability to successfully complete the project. Any changes in scope, schedule, or costs will be documented by the Company Project Coordinator, whether there is a cost impact or not.

- All services will be delivered virtually.
- The Customer will have a single point of contact/project manager for the duration of the project.
- Any additional changes or services outside the scope of this document will have to be quoted separately.
- Any services not explicitly included in this SOW are assumed to be out of scope.
- The asset and location source data must exist and align in Confirm prior to the historical work order import.
- If the asset and location source data does not exist in Confirm, Company can associate work orders to a single, sample asset.
- The scope of the historical work order import service is limited to a maximum of 25,000 work orders. Additional work orders beyond this volume will require a scope change and additional fees.
- Customer is responsible for addressing and resolving any identified data gaps, inconsistencies, or formatting issues within the historical work order data provided prior to the import process
- For the avoidance of doubt, the historical work order import service does not include the import of inspection records or requests

Project Schedule:

The project schedule will align with the primary Confirm implementation.

Change Management:

Customer may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services.

Invoicing:

Invoicing for this service will be billed on 100% upon service completion.

Partner Delivered Service
ERP (Enterprise Resource Planning) to Confirm Integration
SOW (Scope of Work)

This scope of work (SOW) is dated as of **November 20, 2025**, and is entered into and between **Brightly Software, Inc.** (Company) and **City of Fountain Valley** (Customer). The Company and Customer (Parties) are executing this SOW solely for the purpose of enabling and authorizing Company's integration Subcontractor **Makini, Inc.** (Subcontractor) to perform work for Customer.

Summary:

Company's service Subcontractor provides pre-built integrations to a wide range of industrial software systems including Enterprise Resource Planning (ERP), Manufacturing Execution Systems (MES), Warehouse Management Systems (WMS), and other critical business applications. These integrations enable Company's Confirm Computerized Maintenance Management System (CMMS) to seamlessly read, write, and synchronize data between products and Customer's various software systems.

A full list of supported ERPs is available at: <https://www.makini.io/integrations>

In Scope:

1. Confirm Integration Service: DigAlert

The details provided in **Appendix A – Integration specifications** are considered in scope of this SOW.

Project Plan:

- Plan
 - Subcontractor will hold a session to validate Customer requirements against readily available integrations to assess potential customization requirements.
 - Company will enable API (Application Programming Interface).
 - Subcontractor will assess connectivity requirements of the Customer software system(s) and testing requirements. Namely: whether software systems are deployed in the cloud or on-premises, whether the Customer has separate testing and production environments.
 - Company and Subcontractor will hold kick off meeting with Customer.
- Connect
 - Once Customer provides access to the software system(s) to be integrated, Subcontractor will establish connection.
- Test
 - Subcontractor, Company, and Customer arrange for a session to test integration in test and/or production instance(s).
 - If Customer has test instance(s), Subcontractor and Customer will determine cut over period to production instances.
- Run
 - Subcontractor disables access to Customer's test instance(s) and Customer is operating in their production environment.



Acceptance Process:

- At the conclusion of the testing protocol, Customer will provide any feedback related to the integration Subcontractor and Company within 10-business days (excluding holidays) or unless otherwise determined.
- Customer to sign off on accepted integration
- If Customer feedback and sign off is not provided within the 10-business day period (excluding holidays), Company will assume that the integration services provided by the Subcontractor is approved and services will be deemed complete.

Assumptions & Responsibilities:

The Company has made the following general assumptions in this SOW to deliver this project based on initial discussions with Customer. It is the responsibility of Customer to validate these assumptions and before signing the Acceptance. Deviations from these assumptions may impact Company's ability to successfully complete the project.

General

- It is estimated to take up to 17 Subcontractor hours to complete the services outlined in this SOW.
- If Subcontractor support hours exceed 19 hours, the purchase of additional services will be required by following the *change management process* outlined below.
- For avoidance of doubt, the Professional Services detailed within are for the delivery of integration between Confirm and Customer software system(s) as described in **Appendix A**. There is no custom development or modification available unless explicitly scoped and priced.
- All Parties will be actively engaged during this project to ensure success with email responses within 2 business days.
- Any Professional Services not explicitly included in this SOW are assumed to be out of scope.
- Any additional requests outside the scope of this document will require additional Professional Services and will incur a fee
- All Professional Services are governed by Company's Terms of Use: <https://www.brightlysoftware.com/terms>
- Testing will be completed in the Customer's test and production instances of their software system(s) subject to Appendix A only.

Customer Responsibilities

- Will provide access and connectivity means to the requested software system(s), which may include either or combination of user account, API credentials, database access and VPN/firewall credentials. This includes both testing and production environments, as required.
- Will provide a single point of contact for the duration of the Professional Services contained in this SOW.
- Will nominate member of their team for Acceptance Testing.
- Will attend scheduled meetings as required.
- Will review **Appendix A – Integration Speciation's** and understand integration capabilities.

Company Responsibilities



- All Professional Services will be delivered virtually
- This is a one-time Professional Service; Company is not responsible for updating or maintaining provided integration
- Company will enable API (Application Programming Interface) for the duration of a valid integration subscription.
- If any customization requests are discovered, then the change management process will be invoked.

Project Schedule:

Transpired time for these Professional Services may vary, but it is estimated that the activities outlined in this SOW will be completed within 60 days from the kick-off call between Company, Subcontractor, and Customer.

Change Management:

Customer may request that Company or Subcontractor add services not in the specifications of this SOW by submitting a written proposed change order to the Company. All Professional Service change orders will follow the Company's Terms of Use: <https://www.brightlysoftware.com/terms>

Invoicing:

At the conclusion of Professional Services outlined in this SOW, the integration service will be completed to trigger billing for the full service.



Appendix A – Integration specifications

1. Customer Systems of Interest

System 1: Confirm

- Tier N/A
- **Deployment Type:** Cloud
- **Environment:** Production only

System 2: DigAlert

- **Tier:** Tier 2
- **Deployment:** Cloud
- **Environment:** Production Only

2. Workflow specifications

A. Alert to Request Creation (Inbound)

When a DigAlert alert is created, the integration will automatically trigger and create a corresponding request in Confirm with the following data mappings:

Data Elements Synchronized:

- **Site:** Matched automatically using address from DigAlert. Site will be configured as a single DigAlert site in Confirm rather than individual street names to avoid address string matching issues.
- **Address/Location:** Full address and location description (e.g., "northeast corner of Boulevard A and Boulevard B") transferred as string values
- **Priority:** Manually mapped during kickoff (DigAlert priorities: New, Resend, Emergency → Confirm priority levels)
- **Department:** Pre-assigned to Water department by default
- **Title & Description:** Auto-populated from DigAlert alert details
- **Start Date/Time:** Legal start date and time from DigAlert alert
- **Work Order Type:** Request (will transition to Work Order during execution)

Notes:

- The request will appear as a marker on the Confirm map within the inquiry request platform
- Priority mapping will include special handling for Emergency tickets, which require immediate response (vs. standard 72-hour response time)
- All alerts will route to the Water department initially. Sewer, Storm Drain, and Irrigation departments will be addressed in future phases if needed

B. Work Order Attribute Updates (Outbound)

When field personnel complete work and update specific attribute fields in Confirm, the integration will send updates back to DigAlert to indicate marking status.

Attribute Fields to Sync (to be finalized during kickoff):

- Locate area marked (primary status)
- Clear / No conflict



- Existing markings adequate (for renewed/resend tickets)
- No markings requested
- Conflict identified
- Other marking statuses as determined during Confirm configuration

Workflow:

1. Integration triggers on attribute field updates in Confirm work orders
2. System filters updates based on pre-defined attribute names
3. Matching DigAlert alert is identified using ticket number
4. Attribute value is synchronized to corresponding field in DigAlert

Notes:

- Final list of attribute fields and their mappings will be determined during kickoff session based on Confirm configuration
- Attribute updates do not change work order status but provide additional context on marking completion
- The decision between using custom attributes vs. status fields in Confirm will be finalized during Confirm build phase

C. Work Order Status Updates (Outbound)

When work order status changes in Confirm (e.g., Acknowledged, Assigned, In Progress, Completed), relevant status updates will be sent to DigAlert.

Status Mapping:

- Status mappings will be configured during kickoff session
- Only relevant status transitions will trigger updates to DigAlert
- Status mapping table will define which Confirm statuses correspond to which DigAlert status values

Workflow:

1. Integration triggers on work order status changes in Confirm
2. Status mapping table is consulted to determine if update should be sent
3. Matching DigAlert alert is identified
4. Status update is sent to DigAlert

Notes:

- Not all Confirm status changes will trigger DigAlert updates—only those relevant to external stakeholders
- Status mappings will be reviewed and approved by Customer during kickoff

D. Document Uploads (Outbound)

When field personnel upload photos of utility markings to work orders in Confirm, these documents will be automatically synchronized to the corresponding DigAlert ticket.

Workflow:

1. Integration triggers when documents are uploaded to Confirm work order
2. System identifies matching DigAlert alert using ticket number
3. Documents (photos, attachments) are uploaded to DigAlert ticket



Notes:

- All document types attached to work orders will be synchronized
- Primary use case is photos of utility markings taken in the field
- Documents will be associated with the correct DigAlert ticket number

3. Required from Customer

A. Prior to Kick-off:

1. DigAlert API Access

- Request and provide API token or webhook access from DigAlert
- Makini will provide exact text/template to send to DigAlert support
- If DigAlert requires technical discussion, Makini will join coordination call
- **Current Status:** Customer currently receives DigAlert notifications via email only; API access must be established
- **Alternative:** JSON webhook delivery via email (must be requested from DigAlert)

2. Confirm Configuration Decisions

- Finalize whether marking completion statuses will be configured as custom attributes or status fields in Confirm
- Complete Confirm build including all required fields for integration

3. Access Credentials

- Provide Confirm production environment access (API credentials, user account)
- Provide DigAlert API credentials once obtained

4. Project Stakeholder Confirmation

- **Project Head:** Steve Bohlson (single point of contact)
- **Project Sponsor:** Shelby Sifling (escalation contact)

B. Prior to First User Acceptance Testing (UAT) Session:

1. Confirm System Readiness

- Complete Confirm build with all required fields configured
- Verify site configuration (single DigAlert site approach)
- Configure Water department and any required sub-departments
- Set up priority levels in Confirm

2. Mapping Validation

- Review and approve priority mappings (New, Resend, Emergency)
- Review and approve attribute/status field mappings
- Review and approve department assignments

3. Test Data Preparation

- Identify sample DigAlert tickets for testing
- Prepare test scenarios covering all workflow paths
- Coordinate with DigAlert for test alert generation if possible

4. Resource Availability

- Designate team members for UAT participation
- Ensure field personnel (Joe Macias and colleagues) are available for workflow validation



- Schedule UAT sessions within April 13 - early May 2025 timeframe

5. Production Environment Acknowledgment

- Understand and accept that testing will occur in production environment (no sandbox available)
- Review data cleanup procedures for any test records created
- Establish protocols for minimizing impact on live operations during testing

4. Specific Instances Where Workflows Will Fail

A. Alert to Request Creation Failures:

1. Missing DigAlert API Access

- Integration cannot function without API token or webhook access from DigAlert
- **Mitigation:** Complete API access request prior to kickoff

2. Address Matching Issues

- If address format from DigAlert cannot be parsed or matched to Confirm site
- **Mitigation:** Using single site approach eliminates most matching issues

3. Missing Required Fields in DigAlert Alert

- If critical fields (address, priority, start date/time) are not populated in DigAlert alert
- **Mitigation:** Validate DigAlert alert format during kickoff; implement error notifications

4. Confirm Site Not Configured

- If designated DigAlert site does not exist in Confirm
- **Mitigation:** Ensure site is created during Confirm build phase

5. Department Not Found

- If Water department is not properly configured in Confirm
- **Mitigation:** Validate department setup during kickoff

B. Outbound Update Failures:

1. Work Order Not Linked to DigAlert Ticket

- If work order was created manually in Confirm (not via integration), ticket number linkage will not exist
- Updates cannot be sent back to DigAlert
- **Mitigation:** Ensure all DigAlert-related work orders are created via integration only

2. Invalid Attribute/Status Mappings

- If attribute or status value in Confirm does not have corresponding mapping to DigAlert
- **Mitigation:** Comprehensive mapping table created and validated during kickoff

3. DigAlert API Connection Loss

- If DigAlert API becomes unavailable or credentials expire
- **Mitigation:** Implement retry logic and error notifications; monitor API health

4. Document Upload Failures

- If document format is not supported by DigAlert
- If document size exceeds DigAlert limits
- **Mitigation:** Validate supported formats during kickoff; implement file size checks

5. Missing DigAlert Ticket Number

- If DigAlert ticket number is not properly stored or associated with Confirm work order
- **Mitigation:** Ensure ticket number is captured as reference field during request creation



C. General Integration Failures:

1. Network Connectivity Issues

- Loss of connection to either Confirm or DigAlert APIs
- **Mitigation:** Implement retry logic and error logging

2. Rate Limiting

- Exceeding API rate limits on either system
- **Mitigation:** Implement throttling and queue management

3. Data Validation Errors

- Field value exceeds character limits
- Required fields missing from either system
- **Mitigation:** Comprehensive field validation before API calls

Note: Customer will receive automated notifications if synchronization failures occur, including details on the specific failure reason and affected records.

5. Customization and Subcontractor Hours

Phase	Description	Hours
Scope Validation	Review transcript, create SoW, validate workflow diagram and requirements	2
Kick-off Session	Validate mappings (priorities, attributes, statuses, departments), review Confirm configuration, finalize technical requirements, confirm DigAlert API access	1
Customization and Testing	Develop alert-to-request creation workflow, develop bi-directional attribute update sync, develop status update sync, develop document upload sync, configure mapping tables, implement error handling and notifications. Test all workflow paths, validate mappings, test error scenarios, verify document uploads	11
UAT session – test environment	Note: No test environment available; included for completeness	1
UAT session - production	Conduct UAT in production environment with Customer team, validate end-to-end workflows, address feedback and refinemen	1
Production deployment support	Monitor initial production usage, address any immediate issues, provide handoff documentation	1

Total Estimated Hours: 17 hours

Notes:

- Customization hours account for bi-directional sync complexity and multiple outbound workflows. Testing in production requires additional care and coordination (reflected in testing hours)
- UAT timeline: Week of April 13, 2025 through first week of May 2025
- Production go-live target: May 18, 2025

6. Summary of Differences from Standard Workflow

A. New Workflows (Not in Standard Template)



1. **DigAlert Alert-to-Request Creation**
 - Custom integration with USA Dig Alert system (not a standard ERP/MES integration)
 - Specialized field mappings for utility marking workflows
 - Emergency priority handling with notification requirements
2. **Bi-directional Work Order Attribute Updates**
 - Outbound sync of custom attribute fields from Confirm to DigAlert
 - Multiple marking completion statuses ("locate area marked", "existing markings adequate", etc.)
 - Attribute-based updates independent of status changes
3. **Bi-directional Work Order Status Updates**
 - Status synchronization from Confirm back to DigAlert
 - Custom status mapping table between systems
 - Selective status updates (only relevant statuses trigger DigAlert updates)
4. **Document Upload Synchronization**
 - Automatic sync of photos and documents from Confirm work orders to DigAlert tickets
 - Typically photos of utility markings taken by field personnel
 - Real-time document transfer to maintain compliance records
5. **Single Site Mapping Approach**
 - Departure from standard street-name-based site matching
 - Uses single "DigAlert" site in Confirm to avoid address string matching issues
 - Address preserved as text field rather than site identifier

B. Customizations (Modifications to Standard Approach)

1. **Simplified Site Matching**
 - **Standard:** Match sites based on individual street names
 - **Customization:** Use single DigAlert site with address as string field
 - **Reason:** Avoid complications from address format variations and spelling inconsistencies
2. **Department Pre-assignment**
 - **Standard:** Department determined by mapping logic or left unassigned
 - **Customization:** All requests pre-assigned to Water department by default
 - **Reason:** Customer's Water department is primary handler for DigAlert tickets; other departments (Sewer, Storm Drain, Irrigation) may be added in future phases
3. **Production-Only Testing**
 - **Standard:** Test in sandbox environment before production deployment
 - **Customization:** Testing conducted directly in production with additional safeguards
 - **Reason:** No sandbox/test environment available for either Confirm or DigAlert
4. **DigAlert API Access Method**
 - **Standard:** Direct API credentials provided by customer
 - **Customization:** API access must be requested from third-party provider (DigAlert); Makini to provide request template and coordinate with DigAlert if needed
 - **Reason:** Customer currently receives DigAlert notifications via email only; no existing API integration
5. **Extended Mapping Requirements**
 - **Standard:** Basic field mappings (typically 5-10 fields)
 - **Reason:** Compliance and regulatory requirements for utility marking documentation
 - **Customization:** Multiple mapping tables required:
 - Priority mappings (3 levels: New, Resend, Emergency)
 - Attribute field mappings (10+ marking completion statuses)
 - Status mappings (bidirectional between systems)



- Department mapping (single department)
6. **Real-time Compliance Notifications**
- **Standard:** Standard work order notifications within CMMS
 - **Customization:** Emergency tickets require immediate notification (vs. 72-hour standard response)
 - **Reason:** Legal compliance requirements for emergency utility marking requests

Critical Success Factors

1. **DigAlert API Access:** Must be secured prior to kickoff to avoid project delays
2. **Confirm Configuration:** Attribute vs. status field decision must be finalized during build phase
3. **Mapping Validation:** All mapping tables must be reviewed and approved during kickoff
4. **Timeline Coordination:** Integration must be ready for UAT by April 13, 2025 (2-week development window from kickoff to UAT-ready state)

Questions or clarifications on any aspect of this integration scope should be directed to:

- **Project Head:** Steve Bohlsen (primary contact)
- **Project Sponsor:** Shelby Sifling (escalation contact)





Premier Customer Success Statement of Work

Summary:

Company will provide certain professional services to Customer for Enterprise Customer Success. These professional services include access to a dedicated Enterprise Customer Success Manager ("Enterprise CSM") who will serve as the primary Brightly point of contact for ongoing account engagement. The Enterprise CSM will work with a designated Customer point of contact ("Customer Contact") to help the Customer achieve desired business outcomes through one-on-one account status sessions and is responsible for internal oversight and coordination within the Brightly team.

In Scope:

The items below will be considered in scope of this SOW:

1. Enterprise Customer Success

Deliverables:

- Develop up to one annual Success Plan to outline the business objectives and a mutual action plan to achieve the objectives with defined milestones.
- Conduct Enterprise Account Reviews up to twice a year which include a wholistic view of the Customer account assessing key performance indicators and providing recommendations to Customer Contact for optimal and expanded performance of its applications.
- Hold one-on-one meetings between Customer Contact and Enterprise CSM up to two (2) hours per week via virtual conferencing tool. These meetings will be used to provide Customer Contact with account status updates, recommendations on best practices, and guidance to achieve desired business outcomes.

Acceptance Process:

- One annual success plan has been created and provided to Customer.
- Enterprise account reviews have been completed (up to twice a year) and Enterprise Business Review Document has been provided to Customer.
- One-on-One meetings between Customer Contact and Enterprise CSM have been completed, as needed not to exceed two hours per week.

Assumptions:

- The Success Plan and Enterprise Account Reviews may be conducted virtually or onsite at the option of the Customer. Customer must request on-site option eight weeks in advance of on-site date in order to arrange travel accommodations. On-site travel expenses will be billed to the Customer at cost.
- Customer's nonuse of any available services shall not result in any credits or refunds.
- The Enterprise CSM will be introduced at time of offering activation.
- The Enterprise CSM is not responsible for user training, technical support, or account configurations.
- Enterprise Customer Success fees are subject to increase in proportion with Services subscription fees.
- Any services not explicitly included in this SOW are assumed to be out of scope.

**Project Schedule:**

- Weekly one-on-one meetings between Customer Contact and Enterprise CSM, up to two hours a week.
- Enterprise Account Reviews to be delivered up to twice a year.

Invoicing:

Billing will occur on an annual basis in conjunction with Customer's annual renewal. If this service was purchased as an "add-on" service, billing will occur in advance of the services being delivered.

Premier Support Statement of Work

Summary:

Company will provide certain professional services to Customer for Enterprise level support. These professional services include direct access to a primary support resource during the applicable support term.

In Scope:

The items below will be considered in scope of this SOW:

1. Asset Essentials Enterprise Support

Deliverables:

- Direct access for one (1) designated Customer point of contact ("Customer Contact") to a Brightly support consultant ("Enterprise Support Consultant") during Brightly's normal business hours and subject to the schedule and timelines set forth herein.
- One-on-one meetings between Customer Contact and Enterprise Support Consultant beginning after the completion of the implementation project, up to two (2) hours per month. These meetings will be used to provide advanced configuration assistance, to answer questions, and to provide case report updates to Customer Contact.
- Post-implementation one-on-one training sessions with Enterprise Support Consultant, up to two (2) hours per month for up to ten (10) attendees per session.
- Enterprise Support Consultant's collaboration with Brightly teams to manage open issues reported by Customer, such as bugs and enhancement requests. Enterprise Support Consultant shall provide periodic updates to Customer Contact on outstanding issues as needed during the one-on-one meetings.
- Authenticated access to the Brightly Community which includes Discussion Forums, Support Case Portal, and Account Information.

Acceptance Process:

- One-on-one meetings between Customer Contact and Enterprise Support Consultant have been completed (up to two hours per month)
- Post-implementation training has been completed, up to two (2) hours per month for up to ten (10) attendees per session.

Assumptions:



- The Enterprise Support Consultant will be introduced to the Customer Contact during project implementation or at the time of offering activation.
- Support services are limited to Asset Essentials
- All communications will flow through the project specific support channels. This will ensure assistance is received should the Enterprise Support Consultant be out of the office.
- Support will be provided during Brightly's normal business hours.
- Company services will be delivered virtually.
- The customer's nonuse of any available services shall not accrue to future months, result in any credits or refunds.
- Enterprise Support fees are subject to increase in proportion with Services subscription fees.
- Any services not explicitly included in this SOW are assumed to be out of scope.

Project Schedule:

- Monthly one-on-one meetings between Customer Contact and Enterprise Support Consultant.
- Monthly training sessions for up to ten (10) users delivered by Enterprise Support Consultant.

Invoicing:

Billing will occur annually in conjunction with Customer's annual renewal. If services outlined in this SOW are purchased as an "add-on" service, billing will occur in advance of the services being delivered.

Custom Confirm Support Services
Scope of Work

This scope of work (SOW) is dated as of **January 14, 2026**, and is entered into and between **Brightly Software, Inc.** (Company) and **City of Fountain Valley** (Customer). The Company and Customer (Parties) are executing this SOW solely for the purpose of enabling and authorizing Company to provide professional services to Customer.

Summary:

Following the successful implementation of the Company's Confirm Enterprise Asset Management (EAM) software, the Company will provide ongoing professional services to help the Customer optimize their use of Confirm. These services will support the Customer in development and maintenance of workflows and processes to achieve the best possible outcomes in Confirm.

In Scope:

Company will provide up to 48 hours annually of professional support services to assist the Customer in optimizing their use of the Confirm Enterprise Asset Management (EAM) software. Services will be delivered as requested by Customer and will include both Customer-facing activities (such as training and consultation) and non-Customer-facing activities (such as report development and configuration work). The scope covers:

- **Training:** Deliver targeted sessions to enhance user proficiency in Confirm.
- **Data Work:** Assist with data validation and best practices to ensure accuracy and integrity.
- **Configuration & Settings Adjustments:** Implement changes to system settings and workflows to align with operational needs.
- **Custom Dashboards:** Configure dashboards tailored to Customer's reporting and visualization requirements.
- **Custom Reports:** Develop and deliver reports to support decision-making and performance tracking.

Assumptions:

- Customer has a valid Confirm software subscription
- Hours will be consumed in a minimum of one (1) hour increments (rounded up to the nearest hour) and consumed Monday-Friday, 8:00 AM – 5:00 PM Eastern Standard Time (EST).
- For any of the following Confirm issues, Customer can contact the Company Support organization if a valid Confirm subscription exists and avoid consuming consulting hours.
 - User log in (user of Confirm is having challenges logging in)
 - Product (a failure of Confirm to perform properly in accordance with the documentation)
 - Outage (a period when the Confirm software cannot be accessed)
- The Customer is responsible for initiating service requests and scheduling activities within the annual hour allocation.
- Unused hours do not roll over to subsequent terms
- Additional consulting hours can be purchased by following the change management process outlined below. Hours are sold in 4-hour increments.
- Custom reports and dashboards will be developed exclusively within the capabilities of the Confirm software platform.
- Custom reports will be delivered exclusively in CSV format and will be presented in a tabular (row and column) structure. Other formats (e.g., PDF) are not included in this scope.



- Custom reports will display raw data fields as available in the system and will not include custom calculated fields or complex aggregations beyond standard reporting capabilities
- As hours are close to being consumed, the Company consultant or project coordinator would provide a status update to the Customer. Alternatively, the Customer can contact the Company consultant or project coordinator to inquire about the balance of hours remaining.
- Customer is responsible for contacting Company with consulting requests via Company's community portal and can expect a response within 48 hours.
- For on-site activities requested by Customer, Company will bill Customer for actual travel and associated expenses incurred.
- Any services not explicitly included in this SOW are assumed to be out of scope and quoted separately.

For the avoidance of doubt the following services are not included:

- Confirm product or software developer or programmer services or feature enhancement requests to the product. This is defined as Company writing software code to enhance or change the functionality of the Confirm product.
- Confirm product integration or Application Programmable Interface (API) services. This is defined as any API call writing services to establish a connection between Confirm and any other software product the Customer may have.

Change Management:

Customer may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by Parties, and the services described therein will become part of the services.

Reference <https://www.brightlysoftware.com/terms> document "Base Terms" and "Section 3 – Changes".





Order terms

BY SIGNING THIS ORDER FORM, WHETHER BY ELECTRONIC OR WRITTEN SIGNATURE, YOU ARE PLACING A BINDING ORDER FOR THE OFFERINGS SHOWN. IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE OFFERINGS.

- A. The "Effective Date" of the Agreement between Customer and Brightly Software, a Siemens Company ("Siemens") is the date Customer accepts this Order
- B. Proposal expires in sixty (60) days.
- C. The Siemens entity entering into this Agreement is Brightly Software, Inc., a Delaware corporation, and the notice address shall be Corporate Trust Center, 1209 Orange Street, Wilmington, DE 19801 USA, Attn: Brightly Software.
- D. By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Customer agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- E. Payment terms: Net 30
- F. This Order and its Offerings will be subject to the terms and conditions of the Terms of Service (the Base Terms together with any applicable Supplemental Terms) found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Agreement"), unless Customer has a separate written agreement executed by Brightly Software, Inc. for the Offerings, in which case the separate written agreement will govern its defined Term. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or other document from Customer are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
- G. Where the Customer is a state, local, or public education entity created by the laws of the applicable state, Siemens and Customer agree that the provisions of the State, Local Government, and Higher Education Addendum ("SLED Addendum") found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) take precedence over any conflicting terms in the Agreement to the extent the deviations set forth therein are required by applicable law.
- H. Siemens shall invoice Customer and Customer agrees to pay Siemens the amount specified on this Order. Quantities purchased may not be decreased during the relevant Subscription Term. Customer is responsible for providing complete and accurate billing and contact information to Siemens and notifying Siemens promptly of any changes to such information.
- I. If Customer is paying by credit card or Automated Clearing House ("ACH"), Customer shall establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, Siemens is hereby authorized to charge any applicable fees, including any processing fees, using such Automatic Payment Method.
- J. Customer is responsible for paying all taxes associated with its purchases hereunder. Siemens shall invoice Customer and Customer shall pay that amount unless Customer provides Siemens with a valid tax exemption certificate, direct pay permit, or other government-approved documentation. Notwithstanding the foregoing, Customer is responsible for, and, to the extent permitted by law, will indemnify Siemens for: 1) any encumbrance, fine, penalty or other expense which Siemens may incur as a result of Customer's failure to pay any taxes



- required hereunder, and 2) any taxes, including withholding taxes, resulting from making an Offering available to Users in geographic locations outside the country in which Customer is located as per the Order. For clarity, Siemens is solely responsible for taxes assessable against Siemens based on its income, property and employees.
- K. Siemens maintains the right to increase fees within the Subscription Term for Recurring Fee Offerings by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
 - L. In the event Customer purchases the Cloud Services (including any renewals thereof) through an authorized reseller of Siemens, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or taxes. Such terms and conditions shall be negotiated solely by and between Customer and such authorized reseller. In the event Customer ceases to pay the reseller, or terminates its agreement with the reseller, Siemens shall have the right to terminate Customer's access to the Cloud Services at any time upon thirty (30) days' notice to Customer unless Customer and Siemens have agreed otherwise in writing.

Cloud Services

- A. Billing frequency: Annual
- B. Cloud Services Offerings will be subject to the terms and conditions of the General Software and Cloud Supplemental Terms found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>).
- C. The Offerings in this Order will not automatically renew. The Customer may renew for additional periods of no less than one year by written notice of Customer's intent to renew the subscription not less than forty-five (45) days prior to the expiration of the then-current Subscription Term.
- D. During the Term, Siemens shall, as part of Customer's Subscription Fees provide telephone and email support ("Support Services") 24 hours/day, 7 days/week.
- E. Siemens shall use commercially reasonable efforts to make its Software or Cloud Service available 99.9% of the time for each full calendar month during the Subscription Term, determined on twenty-four (24) hours a day, seven (7) days a week basis (the "Service Standard"). The Service Standard availability for access and use by Customer(s) excludes unavailability when due to: (a) any access to or use of the Cloud Service by Customer or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Customer's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with internet service or non-Cloud Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Cloud Service by Siemens pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Cloud Service, the total amount of time (measured in minutes) during an applicable calendar month when such Cloud Service is unavailable for the majority of Customer's Account Users due to planned Cloud Service maintenance. To the extent reasonably practicable, Siemens shall use reasonable efforts to provide eight (8) hours prior notice of Cloud Service maintenance events and schedule such Cloud Service maintenance events outside the applicable business hours.
- F. USE OF APIS. Customer is authorized to use any Application Programming Interface that is either: i) identified as a Cloud Services Offering, or ii) identified as published in the Documentation (collectively the "APIs") as part of any Offering for Customer's internal business purposes only. Customer may not use the APIs to enable unauthorized use of the Cloud Services. Customer may purchase a separate license to use certain published APIs to develop software for use solely in conjunction with the Cloud Services. Customer is prohibited from reselling any software



developed through the use of the APIs unless (a) Customer is separately authorized to do so as a member of a Siemens partner program, or (b) Customer has purchased an Offering which include APIs that explicitly allows Customer to develop software for Customer's internal use or for resale under terms and conditions at least as protective as this Agreement. Customer may not otherwise modify, adapt, or merge the Offerings. Siemens has no obligations or liability for software developed by Customer using the APIs. Customer is prohibited from using unpublished APIs under any circumstances.

- G. Siemens reserves the right to block IP addresses originating from a Denial of Service (DoS) attack. Siemens shall notify Customer should this condition exist and inform Customer of its action. Once blocked, an IP address shall not be able to access the Cloud Service and the block may be removed once Customer is satisfied corrective action has taken place to resolve the issue. Siemens also reserves the right to suspend or terminate service if Customer: 1) performs load tests, network scans, penetration tests, ethical hacks or any other security auditing procedure on the Cloud Service, 2) interferes with or disrupts the integrity or performance of the Cloud Service or data contained therein, or 3) otherwise violates the use restrictions under this Agreement.
- H. Customer is entitled to access and use the Offerings only as explicitly described in the Documentation. These Offerings are intended for Customer's internal business operations only. There are no additional Entitlements or rights to use the Offerings or their related APIs beyond what is specified. Any other access or use is strictly prohibited under the Terms.
- I. At the time of this Order, the implementation of the requirements of the Cyber Resilience Act EU 2024/2847 ("CRA") is not yet mandatory in the European Union (EU) due to its transitional periods. Not all clarifications on measures that the Customer and contractor will take to implement the new requirements within the project implementation can currently be completed. Therefore, the parties agree that the project scope and contract price agreed upon at the time of Agreement conclusion do not yet include any necessary measures to implement the CRA requirements. Siemens will present the implementation of these measures together with an adjustment of the contract price and schedules considering any additional expenses of the contractor in the appropriate project phases through the Change Request procedure.

Managed Services

- A. Billing frequency: Annual
- B. First Managed Services invoice to be sent on or around 07/01/2026
- C. Managed Services Offerings will be subject to the terms and conditions of the Services Supplemental Terms found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) .
- D. The Offerings in this Order will not automatically renew. The Customer may renew for additional periods of no less than one year by written notice of Customer's intent to renew the subscription not less than forty-five (45) days prior to the expiration of the then-current Subscription Term.

Professional Services:

- A. Professional Services Offerings will be subject to the terms and conditions of the Services Supplemental Terms found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>).
- B. Unless otherwise specified in an applicable Order: (i) Siemens will perform the Professional Services during workdays, Monday through Friday, up to 8 hours a day; (ii) any estimate of hours or costs are reasonable, good faith estimates only; and (iii) each task is performed as firm fixed price work or time and materials as described in this Order. Siemens is only obliged to supply Professional Services and/or Deliverables as expressly stated in this Order. Siemens shall not be obliged to supply any Professional Services and/or Deliverables without a valid Order.
- C. **Scheduling.** Siemens requires at least 6 weeks advanced notice from the acceptance of an Order to schedule



Professional Services delivery dates when travel is required. Onsite Professional Services shall be delivered consecutively in a single onsite visit unless the applicable Order includes the additional fees and incidental expenses associated with multiple visits.

- D. **Unused Professional Services.** Unless otherwise specified in the Order, Siemens reserves the right to expire any unused Professional Services 6 months from the Effective Date set forth on the Order, and Customer will not be entitled to receive a refund for any fees prepaid for such expired Professional Services.
- E. **Customer Cooperation.** Customer will cooperate reasonably and in good faith with Siemens in its performance of Professional Services by: (i) providing access to any necessary Customer Data, (ii) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Siemens to perform its obligations under the Order, and (iii) actively participate in scheduled project meetings. Any delays in the performance of Professional Services or delivery of Deliverables caused by Customer may result in additional applicable charges for resource time.
- F. **Incidental Expenses.** Customer will reimburse Siemens for travel and related business expenses incurred in connection with Professional Services. If an estimate of incidental expenses is included in the Order, Siemens will not exceed a 5% inflation of such estimate without the written consent of Customer.

Additional information

- A. Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (<mailto:accountsreceivable@brightlysoftware.com>).
- B. Billing frequency other than annual is subject to additional processing fees.
- C. Provide Siemens with the purchase order number, if applicable. Acceptance of this Order without a purchase order number indicates that a purchase order is not necessary. Please reference Q-456994 on any applicable purchase order and email to Purchaseorders@Brightlysoftware.com (<mailto:Purchaseorders@Brightlysoftware.com>).
- D. Brightly Software, Inc. can provide evidence of insurance upon request.



Signature

Presented to:

City Of Fountain Valley - Q-456994
December 19, 2025, 10:37:31 AM

Accepted by:

Printed Name

Signed Name

Title

Date



PREPARED FOR

City Of Fountain Valley ("Customer")

PREPARED BY

Brightly Software Inc
4242 Six Forks Road, Suite 1400
Raleigh, NC 27609

PUBLISHED ON

February 09, 2026



Q-460023

January 21, 2026
 City Of Fountain Valley

Thank you for your continued support of our market leading solutions for improving efficiency in operations. We are excited about providing you with online tools that will help you save money, increase efficiency and improve services. Brightly is dedicated to providing best in class solutions, including the following for City Of Fountain Valley.

Service Term: 12 months (07/01/2026 - 06/30/2027)

Cloud Services			
Item	Start Date	End Date	Investment
Asset Essentials Enterprise	7/1/2026	6/30/2027	24,256.16 USD
Facilities/Physical Plant Module	7/1/2026	6/30/2027	Included
Parks, Recreation and Forestry Module	7/1/2026	6/30/2027	Included
Asset Essentials Analytics	7/1/2026	6/30/2027	Included
Asset Essentials Inventory	7/1/2026	6/30/2027	Included
GIS Asset Management	7/1/2026	6/30/2027	Included
Capital Predictor Enterprise	7/1/2026	6/30/2027	18,952.89 USD
Predictor Facilities/ Physical Plant	7/1/2026	6/30/2027	Included
Public Infrastructure - Core	7/1/2026	6/30/2027	38,079.94 USD
Confirm Core	7/1/2026	6/30/2027	
Confirm Core User	7/1/2026	6/30/2027	
Confirm Core Connect	7/1/2026	6/30/2027	
Confirm Core Workzone	7/1/2026	6/30/2027	
Renewal:			81,288.99 USD

- Omnia Partners Contract Number: R210702 discount has been included
- <https://www.omniapartners.com/suppliers/brightly/public-sector>



Order terms

BY SIGNING THIS ORDER FORM, WHETHER BY ELECTRONIC OR WRITTEN SIGNATURE, YOU ARE PLACING A BINDING ORDER FOR THE OFFERINGS SHOWN. IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE OFFERINGS.

- A. The "Effective Date" of the Agreement between Customer and Brightly Software, a Siemens Company ("Siemens") is the date Customer accepts this Order
- B. Proposal expires in sixty (60) days.
- C. The Siemens entity entering into this Agreement is Brightly Software, Inc., a Delaware corporation, and the notice address shall be Corporate Trust Center, 1209 Orange Street, Wilmington, DE 19801 USA, Attn: Brightly Software.
- D. By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Customer agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- E. Payment terms: Net 30
- F. This Order and its Offerings will be subject to the terms and conditions of the Terms of Service (the Base Terms together with any applicable Supplemental Terms) found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Agreement"), unless Customer has a separate written agreement executed by Brightly Software, Inc. for the Offerings, in which case the separate written agreement will govern its defined Term. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or other document from Customer are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
- G. Where the Customer is a state, local, or public education entity created by the laws of the applicable state, Siemens and Customer agree that the provisions of the State, Local Government, and Higher Education Addendum ("SLED Addendum") found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) take precedence over any conflicting terms in the Agreement to the extent the deviations set forth therein are required by applicable law.
- H. Siemens shall invoice Customer and Customer agrees to pay Siemens the amount specified on this Order. Quantities purchased may not be decreased during the relevant Subscription Term. Customer is responsible for providing complete and accurate billing and contact information to Siemens and notifying Siemens promptly of any changes to such information.
- I. If Customer is paying by credit card or Automated Clearing House ("ACH"), Customer shall establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, Siemens is hereby authorized to charge any applicable fees, including any processing fees, using such Automatic Payment Method.
- J. Customer is responsible for paying all taxes associated with its purchases hereunder. Siemens shall invoice Customer and Customer shall pay that amount unless Customer provides Siemens with a valid tax exemption certificate, direct pay permit, or other government-approved documentation. Notwithstanding the foregoing, Customer is responsible for, and, to the extent permitted by law, will indemnify Siemens for: 1) any encumbrance, fine, penalty or other expense which Siemens may incur as a result of Customer's failure to pay any taxes



- required hereunder, and 2) any taxes, including withholding taxes, resulting from making an Offering available to Users in geographic locations outside the country in which Customer is located as per the Order. For clarity, Siemens is solely responsible for taxes assessable against Siemens based on its income, property and employees.
- K. Siemens maintains the right to increase fees within the Subscription Term for Recurring Fee Offerings by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
- L. In the event Customer purchases the Cloud Services (including any renewals thereof) through an authorized reseller of Siemens, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or taxes. Such terms and conditions shall be negotiated solely by and between Customer and such authorized reseller. In the event Customer ceases to pay the reseller, or terminates its agreement with the reseller, Siemens shall have the right to terminate Customer's access to the Cloud Services at any time upon thirty (30) days' notice to Customer unless Customer and Siemens have agreed otherwise in writing.

Cloud Services

- A. Billing frequency: Annual
- B. Cloud Services Offerings will be subject to the terms and conditions of the General Software and Cloud Supplemental Terms found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>).
- C. Any Offerings identified as Cloud Services on this Order shall automatically renew for additional periods equal to the expiring Subscription Term or one year, whichever is longer, unless either party has provided written notice of its intent to terminate the Cloud Service subscription not less than forty-five (45) days prior to the expiration of the then-current Subscription Term.
- D. During the Term, Siemens shall, as part of Customer's Subscription Fees provide telephone and email support ("Support Services") 24 hours/day, 7 days/week.
- E. Siemens shall use commercially reasonable efforts to make its Software or Cloud Service available 99.9% of the time for each full calendar month during the Subscription Term, determined on twenty-four (24) hours a day, seven (7) days a week basis (the "Service Standard"). The Service Standard availability for access and use by Customer(s) excludes unavailability when due to: (a) any access to or use of the Cloud Service by Customer or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Customer's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with internet service or non-Cloud Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Cloud Service by Siemens pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Cloud Service, the total amount of time (measured in minutes) during an applicable calendar month when such Cloud Service is unavailable for the majority of Customer's Account Users due to planned Cloud Service maintenance. To the extent reasonably practicable, Siemens shall use reasonable efforts to provide eight (8) hours prior notice of Cloud Service maintenance events and schedule such Cloud Service maintenance events outside the applicable business hours.
- F. USE OF APIS. Customer is authorized to use any Application Programming Interface that is either: i) identified as a Cloud Services Offering, or ii) identified as published in the Documentation (collectively the "APIs") as part of any Offering for Customer's internal business purposes only. Customer may not use the APIs to enable unauthorized use of the Cloud Services. Customer may purchase a separate license to use certain published APIs to develop



software for use solely in conjunction with the Cloud Services. Customer is prohibited from reselling any software developed through the use of the APIs unless (a) Customer is separately authorized to do so as a member of a Siemens partner program, or (b) Customer has purchased an Offering which include APIs that explicitly allows Customer to develop software for Customer's internal use or for resale under terms and conditions at least as protective as this Agreement. Customer may not otherwise modify, adapt, or merge the Offerings. Siemens has no obligations or liability for software developed by Customer using the APIs. Customer is prohibited from using unpublished APIs under any circumstances.

- G. Siemens reserves the right to block IP addresses originating from a Denial of Service (DoS) attack. Siemens shall notify Customer should this condition exist and inform Customer of its action. Once blocked, an IP address shall not be able to access the Cloud Service and the block may be removed once Customer is satisfied corrective action has taken place to resolve the issue. Siemens also reserves the right to suspend or terminate service if Customer: 1) performs load tests, network scans, penetration tests, ethical hacks or any other security auditing procedure on the Cloud Service, 2) interferes with or disrupts the integrity or performance of the Cloud Service or data contained therein, or 3) otherwise violates the use restrictions under this Agreement.
- H. Customer is entitled to access and use the Offerings only as explicitly described in the Documentation. These Offerings are intended for Customer's internal business operations only. There are no additional Entitlements or rights to use the Offerings or their related APIs beyond what is specified. Any other access or use is strictly prohibited under the Terms.
- I. At the time of this Order, the implementation of the requirements of the Cyber Resilience Act EU 2024/2847 ("CRA") is not yet mandatory in the European Union (EU) due to its transitional periods. Not all clarifications on measures that the Customer and contractor will take to implement the new requirements within the project implementation can currently be completed. Therefore, the parties agree that the project scope and contract price agreed upon at the time of Agreement conclusion do not yet include any necessary measures to implement the CRA requirements. Siemens will present the implementation of these measures together with an adjustment of the contract price and schedules considering any additional expenses of the contractor in the appropriate project phases through the Change Request procedure.

Additional information

- A. Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (<mailto:accountsreceivable@brightlysoftware.com>).
- B. Billing frequency other than annual is subject to additional processing fees.
- C. Provide Siemens with the purchase order number, if applicable. Acceptance of this Order without a purchase order number indicates that a purchase order is not necessary. Please reference Q-460023 on any applicable purchase order and email to Purchaseorders@Brightlysoftware.com (<mailto:Purchaseorders@Brightlysoftware.com>)
- D. Company can provide evidence of insurance upon request.

INSURANCE REQUIREMENTS SPECIFICATIONS

Without limiting BRIGHTLY's indemnification of CITY, and prior to performing any work under this AGREEMENT or receiving any compensation, BRIGHTLY 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 that is satisfactory to CITY.

General liability insurance. BRIGHTLY 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 \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. The policy cannot contain any endorsement restricting standard contractual liability coverage that restricts coverage below the standard insured contract scope under this agreement. The policy shall name the City of Fountain Valley, and its officers, officials, employees, agents, and volunteers as additional insureds.

Automobile liability insurance. BRIGHTLY 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 BRIGHTLY arising out of or in connection with the work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

Workers' compensation insurance. BRIGHTLY shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000 dollars). BRIGHTLY shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees, and volunteers.

Professional liability (errors & omissions) insurance. BRIGHTLY 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 policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT and BRIGHTLY agrees to maintain continuous coverage through a period of no less than three years after completion of the services required by this AGREEMENT.

Technology Errors and Omissions. BRIGHTLY shall maintain comprehensive technology errors and omissions insurance with limits of \$1,000,000 per occurrence/loss and \$2,000,000 general aggregate. If the coverage is maintained on a claims-made basis, BRIGHTLY shall maintain such coverage for an additional three (3) years following termination of the contract.

Cyber Liability. BRIGHTLY shall maintain comprehensive cyber liability insurance with limits of \$1,000,000 per occurrence/loss and \$2,000,000 general aggregate. If the coverage is maintained on a claims-made basis, BRIGHTLY shall maintain such coverage for an additional three (3) years following termination of the contract.

Other provisions or requirements

Proof of insurance. BRIGHTLY shall provide certificates of insurance and required endorsements to CITY as evidence of the insurance coverage required herein. Insurance

certificates and endorsements must be approved by CITY prior to commencement of performance. Current certification of insurance shall be kept on file with CITY for the contract period and any additional length of time required thereafter.

Duration of coverage. BRIGHTLY shall procure and maintain for the contract period and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss, which may arise from or in connection with the performance of the work hereunder by BRIGHTLY, their agents, representatives, employees, or subconsultants/ subcontractors. If this AGREEMENT involves construction, BRIGHTLY must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

Primary/noncontributing. Coverage provided by BRIGHTLY 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.

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 BRIGHTLY or CITY will withhold amounts sufficient to pay premium from BRIGHTLY's payments. In the alternative, CITY may cancel this AGREEMENT.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by CITY.

Waiver of subrogation. With the exception of Professional Liability, 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 BRIGHTLY or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. BRIGHTLY hereby waives its own right of recovery against CITY and shall require similar written express waivers and insurance clauses from each of its subconsultants/subcontractors.

Enforcement of contract provisions (non estoppel). BRIGHTLY acknowledges and agrees that any actual or alleged failure on the part of CITY to inform BRIGHTLY of noncompliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits on 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 BRIGHTLY maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the BRIGHTLY. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

Notice of cancellation. BRIGHTLY 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. If any of the BRIGHTLY's insurers are unwilling to provide such notice, then BRIGHTLY shall have the responsibility of notifying the CITY immediately in the event of BRIGHTLY's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional insured status. General liability, automobile liability, cyber liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

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.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that BRIGHTLY'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.

Pass through clause. BRIGHTLY agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by BRIGHTLY (hereinafter collectively "subcontractor"), provide the same minimum insurance coverage and endorsements required of BRIGHTLY. BRIGHTLY 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. However, in the event BRIGHTLY's subcontractor cannot comply with this requirement, which proof must be submitted to the CITY, BRIGHTLY shall be required to ensure that its subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with subcontractor's scope of work and services, with limits less than required of the BRIGHTLY, but in all other terms consistent with the BRIGHTLY's requirements under this agreement. This provision does not relieve the BRIGHTLY of its contractual obligations under the agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide BRIGHTLY with the ability to utilize a subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the BRIGHTLY under this agreement given the limited scope of work or services provided by the subcontractor. BRIGHTLY agrees that upon request, all agreements with subcontractors, and others engaged in the project, will be submitted to CITY for review.

City's right to revise specifications. CITY reserves the right at any time during the term of the AGREEMENT to change the amounts and types of insurance required by giving BRIGHTLY ninety (90) days advance written notice of such change. If such change results in substantial additional cost to BRIGHTLY, CITY and BRIGHTLY may renegotiate BRIGHTLY's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

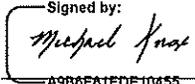
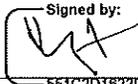
Timely notice of claims. BRIGHTLY shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from BRIGHTLY's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. BRIGHTLY 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.

CITY OF FOUNTAIN VALLEY

Signature: _____

Brightly

Signature:		
	<small>Signed by: A9B6E81FDE10455...</small>	<small>Signed by: 551C2D1822DF40A...</small>
Name:	Michael Knox	Saanchika Weerasinghe
Title:	VP of Sales	CFO





Signature

Presented to:

City Of Fountain Valley - Q-460023

January 21, 2026, 12:59:14 PM

Accepted by:

Printed Name

Signed Name

Title

Date



**CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST**

To: Honorable Mayor and
Members of the City Council

Agenda Date: February 17, 2026

SUBJECT: Second Reading and Adoption of an Ordinance Revising Fountain Valley
Municipal Code Section 2.04.200 Regarding the Selection of Mayor and Mayor
Pro Tempore

EXECUTIVE SUMMARY

At its meeting on February 3, 2026, the City Council introduced for first reading an Ordinance Revising Fountain Valley Municipal Code Section 2.04.200 Regarding the Selection of Mayor and Mayor Pro Tempore. The Ordinance was approved during the first reading without amendment except for the replacement of “his or her” with “the councilmember’s.”

The Ordinance, with said revision, is now presented to the City Council for second reading and adoption.

RECOMMENDED ACTION

Staff recommends that the City Council adopt the attached Ordinance.

ENVIRONMENTAL ANALYSIS

This Ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15061(b)(3) (there is no possibility the activity in question may have a significant effect on the environment).

ATTORNEY REVIEW:

The Attorney for the City has reviewed and approved the Ordinance.

PUBLIC NOTIFICATION

This item was properly agendized under the Ralph M. Brown Act.

ALTERNATIVES

1. Adopt the attached Ordinance Revising Fountain Valley Municipal Code Section 2.04.200 Regarding the Selection of Mayor and Mayor Pro Tempore.
2. Do not adopt the attached Ordinance.
3. Continue the item for further consideration.

RECOMMENDED ACTION

Staff recommends the City Council adopt the attached Ordinance Revising Fountain Valley Municipal Code Section 2.04.200 Regarding the Selection of Mayor and Mayor Pro Tempore.

Prepared by: Colin Burns, Attorney for the City

Approved By: Maggie Le, City Manager

Attachment No 1: Ordinance Revising Fountain Valley Municipal Code Section 2.04.200 Regarding the Selection of Mayor and Mayor Pro Tempore

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FOUNTAIN VALLEY REVISING FOUNTAIN VALLEY MUNICIPAL CODE SECTION 2.04.200 REGARDING THE SELECTION OF MAYOR AND MAYOR PRO TEMPORE

WHEREAS, Government Code Section 36801 provides that the City Council shall select its Mayor and Mayor Pro Tempore; and

WHEREAS, the City Council previously established a selection process at Fountain Valley Municipal Code Section 2.04.200 for Mayor and Mayor Pro Tempore (called "Vice Mayor", per Council policy); and

WHEREAS, ambiguity has arisen in how to interpret Section 2.04.200; and

WHEREAS, the City Council directed staff to revise Section 2.04.200 to clarify said ambiguity and more clearly set forth the order of the City Council's recommended rotation for Mayor and Mayor Pro Tempore.

NOW, THEREFORE, the City Council of the City of Fountain Valley does hereby ORDAIN:

Section 1. That Section 2.04.200 is hereby amended to read as follows:

§ 2.04.200 Term and selection—Mayor and mayor pro tempore.

(a) As soon as practical, following the certification of the city council election results after the November general municipal election, the city council shall make its selections of mayor and mayor pro tempore. In the nonelection years, the selection of mayor and mayor pro tempore shall be made at the city council meeting date closest to the anniversary date of the selections in the election years.

(b) The offices of mayor and mayor pro tempore shall have one-year terms and should be filled in accordance with the following rotation procedure:

(1) The councilmember who has the longest consecutive council service since the councilmember's last service as mayor should become the mayor.

(2) In the event that two councilmembers have the same length of service as described in subsection (b)(1) of this

section, the one having received the greatest number of votes in the last councilmember's election should become mayor. If any person declines his or her term as it comes by in rotation, that person should remain in the same place in the rotation cycle as if he or she had served.

(3) Notwithstanding the rotation provided for in this section, the selection of the mayor and mayor pro tempore shall ultimately be at the discretion of the city council, which shall make its selection with at least four councilmembers present. Selection shall be made by a nomination from a councilmember, seconded by another councilmember, after which a vote is taken by the city council. This procedure shall be repeated until at least three votes have been given to one nominee. The city council, by vote with at least four members present, may remove a person from the office of mayor or mayor pro tempore at any time for any reason.

(c) In the event of a vacancy in the office of mayor, the mayor pro tempore shall assume all of the duties of the mayor until a mayor is selected by the city council to serve the balance of the term of the vacated incumbent. The city council shall be free to appoint any councilmember for the balance of that term, but upon the conclusion of that term the rotational selection process should again be employed in the same order as if the vacated incumbent had served a full term.

(d) The selection of mayor pro tempore shall be in accordance with the same criteria as provided above, with the exception that the mayor pro tempore should be the person with the next greatest qualifications.

Section 2. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The city council declares that it would have passed this ordinance and each and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

Section 3. The City Clerk shall certify to the adoption of this Ordinance and cause it to be published as required by law.

PASSED and ADOPTED this 17th day of, February, 2026.

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:



Attorney for the City



CITY OF FOUNTAIN VALLEY CITY COUNCIL COUNCIL ACTION REQUEST

To: Honorable Mayor and
Members of the City Council

Agenda Date: February 17, 2026

SUBJECT: Accept the MKN & Associates Fee Proposal in the Amount of \$299,372 for the Design of the Bushard Street and Slater Avenue Waterline Replacement Project.

Three-Year Strategic Goals

- Enhance the culture and environment of “A Nice Place to Live”
- Achieve fiscal stability by evaluating processes, and attract and retain revenue producing businesses/opportunities
- Attract and retain quality staff through best practices and trends
- Maintain, build, and modernize infrastructure to support growth and future needs of the City
- Not applicable

EXECUTIVE SUMMARY

Staff recommends that the City Council accept the MKN & Associates fee proposal in the amount of \$299,372 for the design of the Bushard Street and Slater Avenue Waterline Replacement Project (Project) and authorize staff to issue a Purchase Order to encumber the On-Call contract.

The pipeline condition assessment has identified water mainlines on Bushard Street and Slater Avenue that are beginning to approach the end of their estimated useful service life. City staff received proposals from the On-Call consultant list for utility design services. MKN & Associates (MKN) submitted a fee proposal in the amount of \$299,372, for the design of the Bushard Street and Slater Avenue Waterline Replacement Project. MKN will prepare “turn-key” biddable design plans and specifications for the replacement of water mainline segments within Bushard Street and Slater Avenue. This project is funded by the Water Utility Fund (Water Fund). The design of this project is anticipated to begin in Spring 2026 and be completed in Fall of 2026.

DISCUSSION

The City provides award-winning, clean, safe water to its residents, businesses, and visitors. The City owns and operates two 5-million-gallon reservoirs, six groundwater wells, 202 miles of waterline distribution piping, and 17,131 waterline service connections. The City routinely assesses its water distribution network, stewards their resources, and devises a cost-effective and efficient strategy to rehabilitate and replace its aging water infrastructure.

Many of the City’s water pipelines have been in service for over 55 years and are beginning to approach the end of their estimated useful service life. As pipelines continue to age, they begin to pose a higher potential for failure that can result in costly repairs, including damage to property.

Beginning in 2016, the City performed a comprehensive pipeline condition assessment on critical components of the City’s waterline network. The purpose of this assessment is to determine the condition of the tested water mainlines, investigate the system for the existence of any potential leaks, and determine the need for any immediate and/or long-term rehabilitation and replacement of the tested mainlines. Through this robust pipeline condition assessment, it is recommended that water mainlines on Bushard Street and Slater Avenue be replaced as part of this Waterline Replacement Project.

This Project will consist of replacing an existing 8-inch asbestos cement (AC) pipe, an existing 8-inch and 12-inch mortar lined coated steel (MLCS) pipe with approximately 4,200 feet of polyvinyl chloride (PVC) pipe, including about 350 lineal feet of 20-inch steel casing, crossing under the I-405 Freeway at Slater Avenue. The Project will also include installing roughly 522 lineal feet of liner in existing waterlines. The replacement segments identified in Bushard Street and Slater Avenue are critical to maintaining a highly functioning water distribution pipeline network. The design of this project is anticipated to begin in Spring 2026 and be completed in Fall 2026.

PROCUREMENT

City staff received proposals from the On-Call consultant list for utility design services. MKN & Associates (MKN) submitted a fee proposal in the amount of \$299,372, for the design of the Bushard Street and Slater Avenue Waterline Replacement Project. MKN will prepare “turn-key” biddable design plans and specifications for the replacement of deteriorating water pipeline segments within Bushard Street and Slater Avenue.

MKN & Associates is a well-known civil engineering firm that specializes in water resources. The firm is currently providing professional services to the City of Fountain Valley for the 2026 Water Master Plan and Water Rate Study. As MKN & Associates is a reliable and reputable engineering firm who is familiar with the City’s water network infrastructure, City staff is requesting City Council to approve MKN & Associates’ proposal, in the amount of \$299,372, and authorize staff to issue a Purchase Order to MKN.

FISCAL REVIEW

FY25/26 Project Budget for the Design of the Bushard Street and Slater Avenue Waterline Replacement (Water Fund)	
Account # 500.50.95001.55542	\$200,000.00
MKN & Associates Proposal Amount	\$299,372.00
Staff Time	\$30,000.00

Staff estimates that a project budget in the amount of \$200,000 will be needed for FY 25/26. Additional budget will be allocated for the remainder of the project as part of the FY 26/27 budget.

MKN & Associates CON 1557	
Total As-Needed On-Call Utility Design Services Contract for MKN & Associates*	\$600,000.00
Proposal for Bushard Street and Slater Avenue Waterline Replacement Project	\$299,372.00
Remaining On-Call Contract Balance	\$300,628.00

*Approved by City Council on April 15, 2025

Overall Project String Break down for Project No. 26021:

Project String	Amount
Design/Planning for Waterline Replacement Project (56010)	\$299,372.00
Force Account – Staff Time (50000)	\$30,000.00
Total	\$329,372.00

PUBLIC NOTIFICATION

Not applicable.

ENVIRONMENTAL IMPACT REVIEW

Not applicable.

ATTORNEY REVIEW

The Attorney for the City has reviewed and approved the MKN & Associates As-Needed On-Call Utility Design Services Contract.

ALTERNATIVES

Alternative No. 1: Accept the MKN & Associates fee proposal in the amount of \$299,372 for the Design of the Bushard Street and Slater Avenue Waterline Replacement Project.

Alternative No. 2: Do not accept the MKN & Associates fee proposal in the amount of \$299,372 for the Design of the Bushard Street and Slater Avenue Waterline Replacement Project.

This is not the recommended Alternative as the scope of work proposed is needed at this time to repair and replace water pipelines at Bushard Street and Slater Avenue. MKN & Associates is a highly qualified firm with expertise in water distribution systems. In addition, the MKN & Associates proposal is comprehensive and competitively priced.

RECOMMENDATION

It is recommended that the City Council approve Alternative No. 1 which is to:

Accept the MKN & Associates fee proposal in the amount of \$299,372 for the Design of the Bushard Street and Slater Avenue Waterline Replacement Project.

Support by: Terri Phan, Management Aide

Recommended by: Kyle Hilton, P.E., Senior Civil Engineer

Reviewed by: Temo Galvez, P.E., Deputy Public Works Director / City Engineer

Approved by: Scott Smith, P.E., Director of Public Works

Fiscal Review by: Ryan Smith, Finance Director / City Treasurer

Approved by: Maggie Le, City Manager

Attachment 1: MKN & Associates Proposal



November 13, 2025

Kyle Hilton, PE
Associate Engineer
City of Fountain Valley
(Submit Electronically)

RE: Proposal for Bushard Street and Slater Avenue Water Main Replacement Project

Dear Mr. Hilton,

MKN is pleased to submit this proposal to City of Fountain Valley (City) to provide engineering design services, related to the Bushard Street and Slater Avenue Water main replacement project.

Project Background

This project involves replacing aging infrastructure by abandoning in place the existing 8-inch ACP and 8-inch and 12-inch MLCS water pipelines that have reached the end of their service life and installation of approximately 2,793 linear feet of new 8-inch PVC and 1,070 linear feet of new 12-inch PVC, with about 350 linear feet of trenchless installation via Jack and Bore within a 20-inch steel casing, crossing under the I-405 Freeway. The project also includes installing a Primus liner in approximately 522 linear feet of existing 8-inch MLCS pipe and removing its inspection manholes. In addition, the necessary appurtenances will be installed throughout the project limits to reconnect the distribution system and maintain service to existing customers.

Given the historically high groundwater levels in Fountain Valley, we recommend conducting a geotechnical investigation that includes four soil borings to evaluate subsurface conditions. Specifically, two borings should be conducted at the I-405 and Slater Avenue crossings to assess soil characteristics and groundwater levels at the jack-and-bore installation locations. This information will help confirm constructability and guide appropriate construction methods.

The project area is shown in Figures 1 through 4 followed by our proposed scope of work.

Figure 1- Bushard and Talbert Part 1

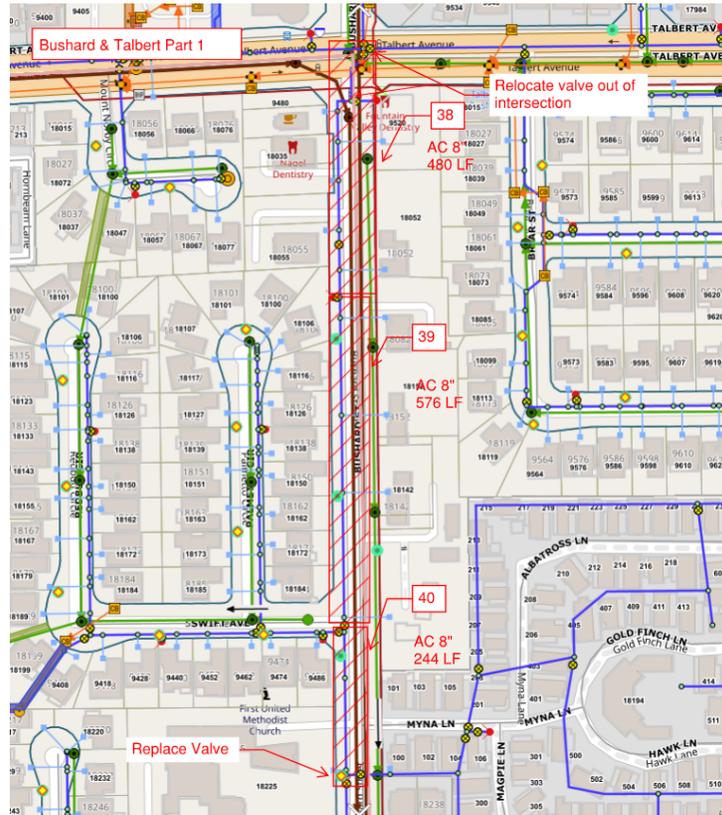


Figure 2- Bushard Part 2

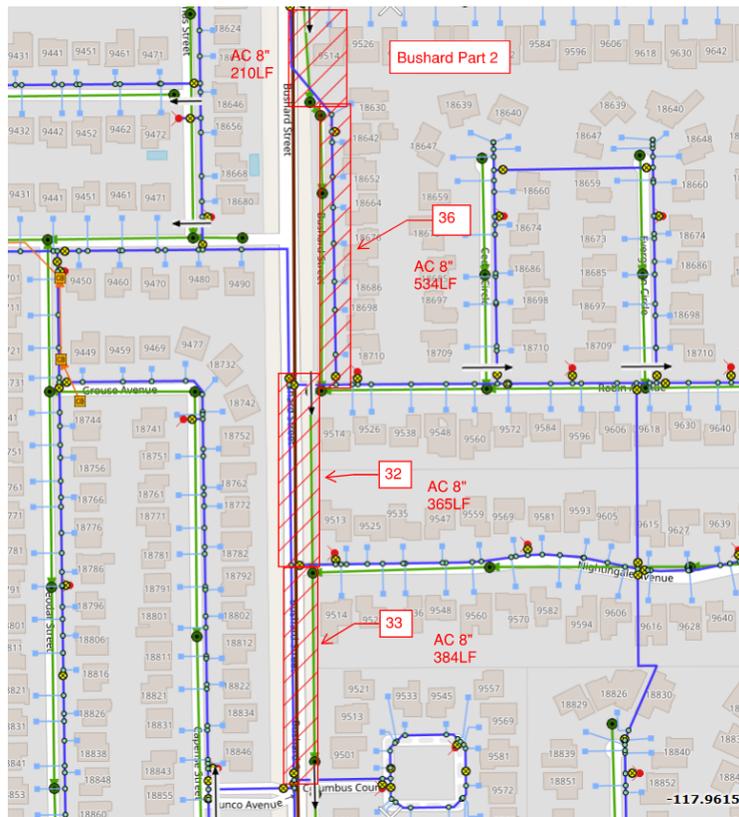


Figure 3- Slater Ave Part 3

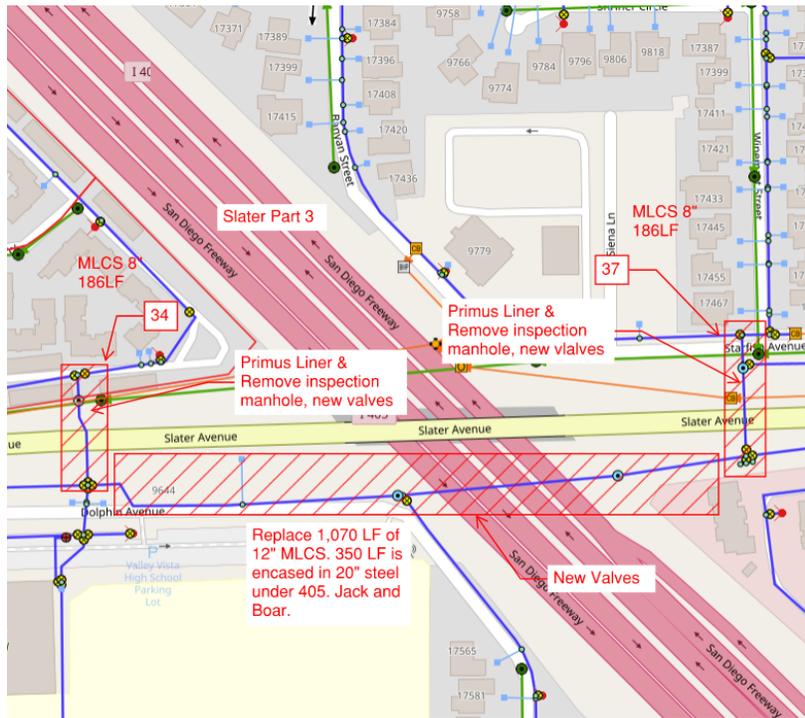
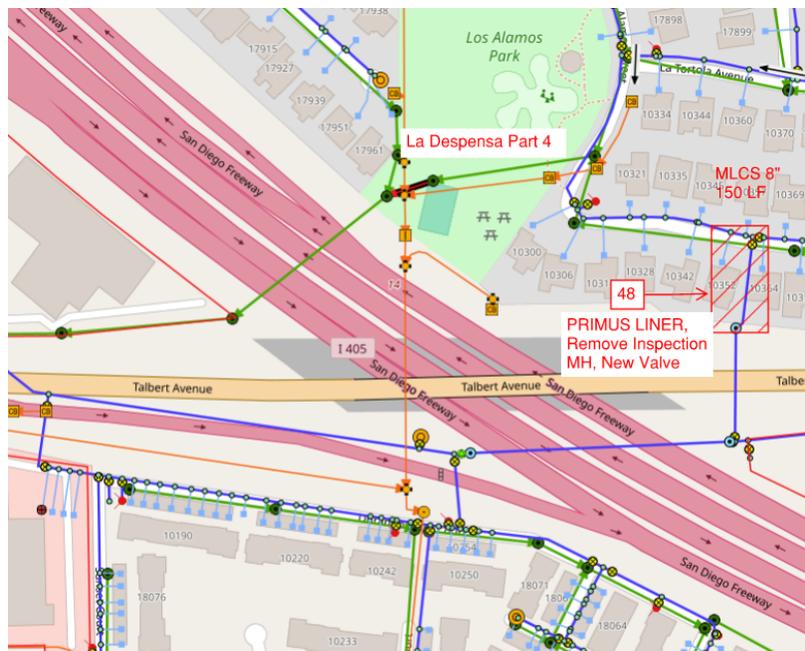


Figure 4- La Despensa Part 4



Task Group 1 – Project Management

Task 1.1 Project Management

Overall project management, which includes supervision of in-house staff, planning and monitoring of contract budget and schedule, and coordination with the City’s team that will be conducted by MKN’s Project Manager. The Project Manager will review the status of budget, schedule, and relevant project



issues with the City’s Project Manager on a bi-weekly basis via email or telephone. The design phase is anticipated to be Five (5) months.

Task 1.2 Meetings

MKN will organize, attend, and conduct four (4) meetings as part of this scope of services. The following meetings are included:

1. Kick Off Meeting (PM, PE) – 1-hour, virtual meeting
2. Presentation of the 30% Design (PM, PE) - 1-hour, virtual meeting
3. Presentation of the 60% Design (PM, PE) - 1-hour, virtual meeting
4. Presentation of the 100% Design (PM, PE) - 1-hour, virtual meeting

MKN will submit meeting agendas three days prior to the meeting and provide meeting minutes within one week after the meeting date.

Deliverables: Meeting Agendas/Meeting Minutes (4 meetings).

Task 1.3 Quality Assurance/Quality Control (QA/QC)

MKN will provide senior technical review and implement our quality assurance and quality control (QA/QC) measures throughout the project.

Task Group 2 – Preliminary Design

Task 2.1 Review of Background Information

MKN will review the data provided by the City. These documents include as-built files and pipeline Atlas for the project area. MKN will prepare and submit a data request form for additional information needed from the City, which may include but is not limited to:

1. City’s CAD standards, CAD Border Template and Cover sheet
2. Existing pipeline record drawings
3. City’s Standard drawings
4. Pipeline design guidelines

Task 2.2 Utility Review and Topographic Field Surveying

MKN will perform utility research to locate utilities or other physical features including City utilities and utilities owned by other agencies (e.g., storm drain, electrical, gas, and telephone/communication duct banks). MKN will contact utilities failing to respond as needed and will document all correspondence within a utility log. Based on our preliminary research, the following utilities exist in the project area:

Sewer (OC San & City of Fountain Valley)
Communication (AT&T, Frontier, Spectrum, Verizon)
Electricity (Southern California Edison)
Gas (So Cal Gas)



MKN's sub-consultant, Calvada, will perform field surveying and produce topographic maps that will be used as a base plan for the proposed improvements. Topographic map will include all street right-of-way, property line and existing easement boundaries in the project area in the base map. MKN will recommend the width and length of the field surveying to capture the topographic features needed to complete the design. Our surveyor will obtain appropriate permits as required to perform the field survey.

Task 2.3 Pothole Investigation

MKN's sub-consultant, Boudreau Pipeline Corporation, will complete potholes as needed to determine utility conflicts, e.g. proximity of crossings with existing water, sewer, storm drain, and dry utilities, with the proposed alignments of the replacement pipelines or to determine the locations and depths of existing mains at proposed points of connection. MKN has provided a cost to complete a total of 15 potholes. This work shall include obtaining a no-fee excavation permit from the City, Cal-Trans District 12 encroachment permit, and all necessary traffic control measures to perform the pothole excavations. If additional potholes are needed, they will be invoiced at the proposed unit price.

Assumptions: Excavations will be backfilled and compacted using the excavated spoils, and the impacted pothole areas will be repaved with hot-mix asphalt using a T-cut not exceeding 2 feet by 2 feet. Removal of USA utility paint markings is excluded from this scope of work.

Task 2.4 – Geotechnical Investigation

MKN's sub-consultant, AESCO will conduct an initial geotechnical study consisting of the following:

- Review and consultation with MKN regarding the existing pipeline, new pipeline construction methods, and geotechnical aspects of the project.
- Obtaining a no-fee encroachment permit from City of Fountain Valley
- Obtaining Cal-Trans District 12 encroachment permit
- Perform geotechnical investigations and up to 4 exploratory bores (two bores up to 10 feet deep and 2 bores up to 25 feet deep) to determine soil properties and conditions, and groundwater levels.
- Preparing of a Geotechnical report for the project summarizing the findings and conclusions regarding the geotechnical conditions along the alignment.

Deliverables: Final Geotechnical Report

Assumptions: Excavations will be backfilled and compacted using the excavated spoils, and the impacted boring areas will be repaved with hot-mix asphalt using a T-cut not exceeding 2 feet by 2 feet. No contaminated soil in project area.

Task 2.5 Permitting Assistance

MKN will apply for a Caltrans permit and will assist with preparation of the other permit applications. The City of Fountain Valley will coordinate City's encroachment permits. The Contractor will be responsible for obtaining all required permits.

Assumptions: Permit fees are excluded from this task.



Deliverables: Completed permit applications

Task Group 3 – Final Design

Task 3.1 Construction Documents (30%, 60%, 100% submittals)

MKN will evaluate best available alignment for each pipe segment and will develop 30% design drawings to discuss with the City. Following the City’s review and approval of the proposed alignment, MKN will prepare construction Drawings on 22-inch x 34-inch paper size. The Drawings will be developed in the latest version of AutoCAD, using NCS V4.0 layering standards, and utilizing CITY’s standard border template. Drawings prepared in AutoCAD shall use the NAVD 88 and NAD 83 survey standards. The Drawings will include a sheet index/location map/legend, general notes, index map, plan and profile, details necessary for the construction of the Project.

The following is a list of anticipated design drawings:

Sheet No.	Title
1	Title Sheet, Vicinity Map and Location Map
2	Drawing Index, Notes
3	Abbreviations, Legend & Symbols, Surveying Notes, Construction Notes
4-8	Plan and profile
9-10	Connection & Civil Details

Deliverables: 30%, 60% Drawing set in PDF format. 100% Drawing set in PDF format and source files.

Task 3.2 Technical Specifications

MKN will prepare technical specifications in 2018 CSI format (Div 0 to 48) for the Contract Documents. MKN will provide a PDF file of the bidding documents in 8-1/2-inch x 11-inch paper size. Technical specifications will be submitted at 60% and 100% submittals.

Deliverables: 60% Submittal – Draft Technical Specifications. 100% Submittal – Final Technical Specifications with the Engineer’s electronic stamp and signatures, ready for reproduction.

Assumption: The City will provide Front-end documents. MKN will assist in preparing Bid Table.

Task 3.3 Opinion of Probable Construction Cost

MKN will prepare an itemized opinion of probable construction cost for the proposed facilities for submission with each of the design deliverables (60%, and 100%). The Opinion of Probable Construction Cost provided at the 100% deliverable shall be in the form of the Schedule of Work as included in the Bid Documents.

Deliverables: 60% and 100% cost estimate in PDF format.



Task Group 4 – Bid Period Assistance

Task 4.1 – Bid Support Services

During the bidding period, MKN will assist with providing information and clarification of bid documents by answering bidder's questions and preparing up to two (2) addenda for all prospective bidders.

Deliverables: Up to Two addenda (PDF)

Task 4.2 – Pre-bid Meeting and Site visit

MKN will attend a pre-bid meeting which may include a site visit.

Task Group 5 - Construction Phase Assistance

Task 5.1 – Project Management During Construction Phase

MKN's project manager will manage the construction phase of the project which includes supervision of in-house staff, planning and monitoring of the contract budget and schedule and coordination with the City's project manager.

Task 5.2 – Construction Coordination Meetings and Site Visit

MKN will attend one (1) site visit and up to four (4) virtual construction meetings with the contractor, subcontractors, utility representatives, permit agencies, and City staff. All meetings are assumed to be 1-hour virtual meeting.

Task 5.3 – Contract Change Orders/Plan Revision

MKN will analyze and make recommendations to City staff regarding contract change orders and plan revisions requested during the construction phase. Change orders will be evaluated from an engineering perspective. One (1) change order is assumed for this task.

Task 5.4 – Requests for Information

MKN will review, coordinate with City staff and respond to contractor's Requests for Information (RFIs). When appropriate, suggestions and alternatives will be provided to the contractor and/or City staff. Up to three (3) RFIs are anticipated.

Task 5.5 – Shop Drawing Review

MKN will receive and review technical documents submitted by Contractor. Submittals will be reviewed by the Engineer for general conformance to the Contract Documents. MKN will maintain a log of shop drawings that have been submitted, and the disposition. Up to ten (10) shop drawing submittals are anticipated.

Task 5.6 – Record Drawings

Upon completion of the construction, MKN will prepare construction record drawings (AutoCAD) based on information (redline markups) supplied by the contractor.



Fee Estimate

MKN proposes to complete this work on a time and materials basis with a budget not to exceed \$299,372, based on the 2026 MKN rate schedule. The estimated level of effort is provided as **Exhibit A**. MKN has developed a preliminary project schedule which is provided as **Exhibit B**.

We would like to express our thanks to the City of Fountain Valley for the opportunity to work on this important project. Should you have any questions or wish to discuss any of the information presented herein, please do not hesitate to contact me at your convenience. My phone number is (949) 637-3999 and email is skamangar@mknassociates.us.

Sincerely,

Safa Kamangar, PE, PMP, CCM, QSD/P
Project Manager

Enclosures:

- Exhibit A – Level of Effort
- Exhibit B – Preliminary Project Schedule



EXHIBIT A

Bushard Street and Slater Avenue Water Main Replacement Project

	Sr. Project Director - SK	Principal Engineer - KS	Senior Engineer I - PA	Assistant Engineer II - SR	Senior Designer - KN	Total Hours (MKN)	Labor (MKN)	ODCs (MKN)	Surveying (Calvada)	Potholing (Boudreau Pipeline)	Geotechnical (AESCO)	Non-Labor Costs	Total Fee
Hourly Rates	345	303	250	229	194								
Task Group 1: Project Management													
Task 1.1 Project Management (5 months, 3 deliverables)	8		20			28	\$ 7,760	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,760
Task 1.2 Meetings (4)	4		8			12	\$ 3,380	\$ 50	\$ -	\$ -	\$ -	\$ 50	\$ 3,430
Task 1.3 Quality Assurance/Quality Control (3 submittals)		24				24	\$ 7,272	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,272
Subtotal	12	24	28	0	0	64	\$ 18,412	\$ 50	\$ -	\$ -	\$ -	\$ 50	\$ 18,462
Task Group 2: Preliminary Design													
Task 2.1 Review of Background Information			4	12		16	\$ 3,748	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,748
Task 2.2 Utility Review and Topographic Field Surveying			4	8	12	24	\$ 5,160	\$ -	\$ 59,180	\$ -	\$ -	\$ 59,180	\$ 64,340
Task 2.3 Pothole Investigation			2	4	4	10	\$ 2,192	\$ -	\$ -	\$ 53,911	\$ -	\$ 53,911	\$ 56,103
Task 2.4 Geotechnical Investigation			4	8	2	14	\$ 3,220	\$ -	\$ -	\$ -	\$ 42,632	\$ 42,632	\$ 45,852
Task 2.5 Permitting Assistance			4	16		20	\$ 4,664	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,664
Subtotal	0	0	18	48	18	84	\$ 18,984	\$ -	\$ 59,180	\$ 53,911	\$ 42,632	\$ 155,723	\$ 174,707
Task Group 3: Final Design													
Task 3.1 Construction Documents (30%, 60%, 100% submittals)	8		30	60	150	248	\$ 53,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 53,100
Task 3.2 Technical Specifications (60%, 100% submittals)	8		24	40		72	\$ 17,920	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,920
Task 3.3 Opinion of Probable Construction Cost (Draft, Final)	2		4	8		14	\$ 3,522	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,522
Subtotal	18	0	58	108	150	334	\$ 74,542	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 74,542
Task Group 4: Bid Period Assistance													
Task 4.1 Bid Support Services	1		4	6	8	19	\$ 4,271	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,271
Task 4.2 Pre-bid Meeting			2			2	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500
Subtotal	1	0	6	6	8	21	\$ 4,771	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,771
Task Group 5: Construction Phase Assistance													
Task 5.1 Project Management During Construction Phase	2		12			14	\$ 3,690	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,690
Task 5.2 Construction Coordination Meetings & Site Visit (1 Site Visit, 4 virtual meetings)			8			8	\$ 2,000	\$ 50	\$ -	\$ -	\$ -	\$ 50	\$ 2,050
Task 5.3 Contract Change Orders/Plan Revision (1)	2		4		4	10	\$ 2,466	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,466
Task 5.4 Requests for Information (3)	2		4	10		16	\$ 3,980	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,980
Task 5.5 Shop Drawing Review (10)			8	24		32	\$ 7,496	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,496
Task 5.6 Record Drawings			4		32	36	\$ 7,208	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,208
Subtotal	6	0	40	34	36	116	\$ 26,840	\$ 50	\$ -	\$ -	\$ -	\$ 50	\$ 26,890
TOTAL BUDGET	37	24	150	196	212	619	\$ 143,549	\$ 100	\$ 59,180	\$ 53,911	\$ 42,632	\$ 155,823	\$ 299,372

EXHIBIT A

City of Fountain Valley Bushard Street and Slater Avenue Water Main Replacement Project

