

# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335



## Regular Agenda

Ord. No.1976 Reso. No. 2025-104

Tuesday, December 9, 2025

2:00 PM

Grover W. Taylor Council Chambers

## City Council Meeting

*Acquanetta Warren - Mayor*  
*Peter A. Garcia - Mayor Pro Tem*  
*John B. Roberts - Council Member*  
*Jesus "Jesse" Sandoval - Council Member*  
*Phillip Cothran - Council Member*  
*Germaine Key - City Clerk*  
*Janet Koehler-Brooks, City Treasurer*

## Welcome to a meeting of the Fontana City Council.

Welcome to a meeting of the Fontana City Council. Meetings are held at the Grover W. Taylor Council Chambers 8353 Sierra Avenue Fontana, CA 92335. To address the Council, please fill out a card located at the entrance to the right indicating your desire to speak on either a specific agenda item or under Public Communications and give it to the City Clerk. Your name will be called when it is your turn to speak. In compliance with Americans with Disabilities Act of 1990 (42 USC § 12132), the Council Chambers is wheelchair accessible, and a portable microphone is available. Upon request, this agenda will be made available in appropriate alternative forms to persons with disabilities, as required by Section 12132 of the Americans with Disabilities Act of 1990. Any person with a disability who requires accommodation to participate in a meeting should direct such a request to the City Clerk's Office at (909) 350-7602 at least 48 hours before the meeting, if possible. Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection at the City Clerk's Office.

Para traducción en Español, comuníquese con la oficina, "City Clerk" al (909) 350-7602.

The City of Fontana is committed to ensuring a safe and secure environment for its residents to engage with the government. No oversized bags or backpacks (size limit of 14"x14"x6") will be allowed inside the Council Chambers. All bags are subject to search. Face masks are prohibited in the Council Chambers, but clear masks will be provided upon request to accommodate individuals with medical needs, ensuring their safety and well-being. Before entering the Council Chambers, you may be subject to a metal detector screening. The City Manager retains the discretion to grant any exemptions. Fontana aims to provide safe buildings for our community members, employees, and visitors.

### **PUBLIC COMMUNICATION - CLOSED SESSION:**

This is an opportunity for citizens to speak to the City Council for up to 3 minutes on the following Closed Session. The Mayor and City Council reserve the right to adjust this time limit based on the number of speakers who wish to address the Mayor and City Council.

#### **A. Public Communications - Closed Session**

### **CLOSED SESSION:**

#### **A. 1:00 P.M. CLOSED SESSION**

##### **A. 1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

[25-0681](#)

(Gov. Code section 54956.8)

Property: 15166 Foothill Blvd.

City Negotiator: Phillip Burum, Deputy City Manager

Negotiating Party: Aldea Fontana Foothill, LLC

Under Negotiation: Price and Terms of payment

##### **2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE**

**SECTION 54956.9 (a)**

**Case: Inland Coalition for Immigrant Justice v. City of Fontana**

**3. CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54957.6**

**City Negotiator: Mayor Acquanetta Warren and Mayor Pro Tem Peter Garcia**

**Employee Organization(s): City Manager, Unrepresented**

**CALL TO ORDER/ROLL CALL:**

- A. Call To Order/Roll Call:

**INVOCATION/PLEDGE OF ALLEGIANCE:**

- A. Invocation/Pledge of Allegiance:

**CLOSED SESSION ANNOUNCEMENT:**

- A. Closed Session Report:

**CEREMONIAL ITEMS:**

- A. Ceremonial Items

A. Mayor Warren and City Council to recognize, Records Coordinator, Kathy Kasinger on her retirement. [25-0650](#)

B. Mayor Warren and City Council to recognize Corporals Christopher Romo, Louis Rios, Samuel Saenz, Johsua Patty and Paul Beltran, Officers Isaiah Sandoval, Bishop Thompson, Christopher Drayer, Celestine Cazares, Donte Gentry, Joshua Rodriguez, Police Digital Forensics II, Kurt Wagner and Police Administrative Technician Cassandra Pimentel as October 2025 Employees of the month. [25-0698](#)

**PUBLIC COMMUNICATIONS:**

This is an opportunity for members of the public to address the City Council for up to three (3) minutes total on items either on the Agenda or items not on the Agenda, but within the City Council's jurisdiction. Note that Public Hearing items have individual and specific public input opportunities during the public hearing and testimony on those items will only be taken during the public hearing. The Council is prohibited by law from discussing or taking immediate action on non-agendized items. The Mayor and City Council reserve the right to adjust this time limit based on the number of speakers who wish to address the Mayor and City Council.

- A. Public Communications

**CONSENT CALENDAR:**

All matters listed under CONSENT CALENDAR will be enacted by one motion in the form listed below. There will be no separate discussion on these items prior to the time Council votes on them, unless a member of the Council requests a specific item be removed from the Consent Calendar for discussion.

**Approve Consent Calendar Items as recommended by staff.**

- A. Approval of Minutes [25-0649](#)**
- Approve the minutes of the October 28, 2025, Regular City Council Meeting and the November 12, 2025, Special City Council Meeting.
- Attachments:** [Attachment No. 1- City Council Meeting Minutes 10-28-2025](#)  
[Attachment No. 2- Special City Council Meeting Minutes 11-12-2025.pdf](#)
- B. 2026 City Hall Holiday and City Council Meeting Calendar [25-0648](#)**
- Approve the attached proposed Calendar of City Holidays and City Council Meetings for the year 2026.
- Attachments:** [Attachment No. 1- 2026 City Hall Holiday Calendar.pdf](#)  
[Attachment No. 2- 2026 City Council Meetings.docx](#)
- C. Amendment of the Conflict-of-Interest Code for the City of Fontana, Pursuant to the Political Reform Act of 1974 [25-0452](#)**
- Adopt **Resolution No. 2025-104**, of the City Council of the City of Fontana, California, adopting and approving the amended Conflict-of-Interest Code for the City of Fontana, Pursuant to the Political Reform Act of 1974.
- Attachments:** [Attachment No. 1- Reso 2025-104 Conflict of Interest Code Updatedoc.doc](#)  
[Attachment No. 2- FONTANA AMENDED CONFLICT OF INTEREST CODE 2025 REDLINE 12-09-2025-c1.docx](#)  
[Attachment No. 3- FONTANA AMENDED CONFLICT OF INTEREST CODE 2024 FINAL 12-09-2025.docx](#)  
[Attachment No. 4- FONTANA NOTICE OF INTENTION 2025.doc](#)
- D. Reject All Bids for the Fire Station No. 80 - Training Center (Bid No. DE-24-01-SP) [25-0581](#)**
- Reject All Bids and authorize to re-bid the Fire Station No. 80 - Training Center.
- Attachments:** [Attachment No. 1-Vicinity Map](#)

- E. Adopt the Updated Salary Table for the Non-Classified, Part-time Classifications Due to Minimum Wage Increases. [25-0612](#)**
- Adopt **Resolution No. 2025-105**, a resolution of the City Council of the City of Fontana adopting the non-classified, part-time salary table to comply with minimum wage increases, effective January 1, 2026.
- Attachments:** [Attachment No 1- Reso No. 2025-105 & Salary Table Updates PT 12.27.2025](#)
- F. Final Acceptance of the Sidewalk Reconstruction Project #1 (Grids 29, 35, 36, and 42) (DE-24-108-SB) [25-0630](#)**
- Accept as complete the work performed by SNZ Contractors, Inc. for the Sidewalk Reconstruction Project #1 (Grids 29, 35, 36, and 42) (DE-24-108-SB).
- Attachments:** [Attachment No. 1- Sidewalk Project #1.pdf](#)
- G. Purchase and install police and safety vehicle equipment for city vehicles. [25-0639](#)**
1. Authorize the Purchasing Division to utilize the General Services Administration (GSA) contract #GS-07F-0512T to procure and install police and safety vehicle equipment through the contract period of July 31, 2027, per Purchasing Policies and Procedure Manual 3.1.5 Non-Competitive Proposal.
  2. Approve the annual purchase of police safety equipment from Dana Safety Supply Inc. for equipment parts and changeover services in an amount not to exceed \$350,000.00.
- Attachments:** [Attachment No. 1- Dana Safety GSA Contract Summary.pdf](#)
- H. Authorize the Renewal of Licensing for Varonis DatAdvantage Data Audit and Protection Software Solution [25-0641](#)**
1. Authorize the Purchasing Division to utilize the OMNIA Partners IT Solutions, Products, and Services contract #2024056-02 to renew licensing and support for Varonis DatAdvantage Data Audit and Protection Software per Purchasing Policies and Procedure Manual 3.1.5 Non-Competitive Proposal.
  2. Approve the purchase from SHI Internation Corp in the amount of \$216,932.08.
- Attachments:** [Attachment No. 1- 2024056-02 SHI EXE.pdf](#)  
[Attachment No. 2- SHI Quote-26800561.pdf](#)
- I. FY 2024 Emergency Management Performance Grant [25-0654](#)**

**Program Award (EMPG)**

1. Accept the FY 2024 Emergency Management Performance Grant in the amount of \$23,197.
2. Authorize the Emergency Services Coordinator to sign all related grant documents including extensions or modifications for the grant; and expend funds as outlined in the grant agreement.
3. Approve the City's in-kind match of \$23,197.

**Attachments:** [Attachment No. 1- FY24 EMPG Project Approval Notification Letter.pdf](#)  
[Attachment No. 2- FY24 EMPG Project Worksheet City of Fontana.pdf](#)

**J. Ratification of the 2024-2028 Memorandum of Understanding for the Fontana Police Management Association. [25-0658](#)**

Adopt **Resolution No. 2025-106**, a resolution of the City Council of the City of Fontana, California, approving the Memorandum of Understanding and the updated salary tables between the Fontana Police Management Association and the City to establish terms of employment.

**Attachments:** [Attachment No. 1- Resolution for Fontana Police Management Association MOU & Salary Tables](#)  
[Attachment No. 2- Exhibits A-C PMA MOU Salary Table 12.09.2025.pdf](#)

**K. Acceptance of Final Parcel Map No. 20834 for the Development of a Commercial Property on the north side of Slover Avenue, between Citrus and Oleander Avenues, and the Abandonment of Easements on Said Map [25-0671](#)**

1. Approve Final Parcel Map No. 20834, located on the north side of Slover Avenue, between Citrus Avenue and Oleander Avenue.
2. Accept dedication of public streets and easements.
3. Authorize the Mayor and City Clerk to certify the abandonment of a certain portion of right-of-way on Boyle Avenue as identified on the parcel map.

**Attachments:** [Attachment No. 1 - Vicinity Map.pdf](#)  
[Attachment No. 2 - PM 20834.pdf](#)  
[Attachment No. 3 - Abandonment Area.pdf](#)  
[Attachment No. 4 - Land Improvement Agreement.pdf](#)

**L. Approve Security Substitution for Tract No. 20397, Located [25-0672](#)**

**West of Banana Avenue and South of Foothill Boulevard,  
for Serena Village 206 Owner, LLC**

Approve security substitution for infrastructure improvements of Tract No. 20397 and authorize the City Manager to enter into a Subdivision Improvement Agreement with Serena Village 206 Owner, LLC for construction of infrastructure improvements.

**Attachments:** [Attachment No. 1- Subdivision Improvement Agreement & Security substitution on TR 20397.pdf](#)

- M. Resolution of the City Council of the City of Fontana Declaring, Pursuant to Government Code Section 54221, that Real Property Located at 7028 Citrus Avenue, Fontana, California, Owned by the City of Fontana, Identified as Assessor Parcel Numbers 0228-151-62 and 0228-151-66, is Exempt Surplus, and Finding that Such Declaration and Authorization is Exempt from Environmental Review under the California Environmental Quality Act** [25-0673](#)

1. Adopt **Resolution No. 2025-107**, declaring City-Owned properties (Lettered Lots E & I of Tract Map No. 17389) as Exempt Surplus Land.
2. Determine that the project is exempt pursuant to Section No. 15060(c)(3), because it is not a project as defined by the CEQA Guidelines, Section 15378.

**Attachments:** [Attachment No. 1- Resolution 2025-XXXX Declaring Exempt Surplus Land-c1.docx](#)  
[Attachment No. 2- Exhibit A -Legal Description.pdf](#)  
[Attachment No. 3- Exhibit B - Plat Map.pdf](#)  
[Attachment No. 4- Surplus Exhibit.pdf](#)

- N. Approve Amendment No. 5 to the Professional Services Agreement for Architectural Design Services for the City Hall Renovation Project - Phase II (City Hall; DE-24-147-SP)** [25-0674](#)

1. Approve and authorize the City Manager to execute Amendment No. 5 to the Professional Services Agreement with Sillman Wright Architects for Architectural Design Services for the City Hall Renovation Project - Phase II (DE-24-147-SP) in the amount of \$567,700.00, for a total contract amount of \$2,794,310.00.
2. Approve and authorize the City Manager to execute future amendments not exceeding \$100,000.00.

**Attachments:** [Attachment No. 1 - Vicinity Map.pdf](#)  
[Attachment No. 2 - \[DRAFT\] SILLMAN Amendment No. 5 \(DE-24-147-SP\).pdf](#)

- O. Final Acceptance of Purchase and Installation of Metal Picnic Shelters at North Tamarind Park Project (SB-122-PW-23). [25-0675](#)**
1. Accept as complete the work performed by Western State Builders, Inc. for the Purchase and Installation of Metal Picnic Shelters at North Tamarind Park Project (SB-122-PW-23).
  2. Authorize the City Manager to approve the additional contract authorization increase amount of \$14,738.56.
- P. Police Department Monthly Information Update [25-0677](#)**
- Accept the Police Department monthly information update for September 2025.
- Attachments:** [Attachment No. 1- September 2025 Report for City Council Rev2.pptx](#)
- Q. Co-Sponsorship Application Cycle (2) FY 2025/2026 [25-0679](#)**
- Review and approve seven (7) Co-Sponsorships recommended for the remainder of the 2025/2026 fiscal year (January 2026 through June 2026) totaling an amount of \$22,565.00 as recommended by Parks, Community, and Human Services Commission.
- Attachments:** [Attachment 1- Co-Sponsorship Policy.pdf](#)  
[Attachment 2- Sep '25 7events.pdf](#)  
[Attachment 3- Sep'25 7events.pdf](#)  
[Attachment 4- out Revenue Loss Sep'25 7events.pdf](#)  
[Attachment 5- Priority Matrix Sep'25 7events.pdf](#)
- R. Award a Contract for the Demolition of 16756 and 16766 Arrow Blvd. [25-0685](#)**
- Award bid (PW-26-14-CC) and Authorize the City Manager to execute a contract with Interior Demo Inc. in the amount of \$208,168.00 for the Demolition of 16756 and 16766 Arrow Blvd and authorize a 10% contingency in the amount of \$ 20,817.00.
- Attachments:** [Attachment No. 1- Site map 16756 & 16766 Arrow.pdf](#)  
[Attachment No. 2- Summary Bid Results v2.pdf](#)  
[Attachment No. 3- Interior Demoliton - Bid - PW-26-14-CC.pdf](#)
- S. Annual Report on Development Impact Fees [25-0686](#)**
- Adopt **Resolution No. 2025-108**, of the City Council of the City of Fontana, approving the Annual Report on Development Impact Fees and making findings as to unexpended funds.

**Attachments:** [Attachment No. 1- Development Impact Fees 2025 Resolution.doc](#)  
[Attachment No. 2- 2025 Annual Report on Development Impact Fees.pdf](#)

**T. Approve and award a Professional Services Agreement to [25-0690](#)  
Soundbox Group**

1. Award and authorize the City Manager to enter into a Professional Services Agreement with Issiah Avila dba Soundbox Group, LLC in the amount of \$120,000.00 to provide consulting services for downtown economic development, with a specific focus on Stage Red marketing and promotion.
2. Approve the Non-Competitive Proposal purchase under the Purchasing Policies 3.1.5 for Single Source/Sole Source method.
3. Approve and Authorize the City Manager, or City Manager's designee, to execute any future amendments required for the operation of Stage Red.

**Attachments:** [Attachment No. 1 - Soundbox Group PSA DS-26-71-MS.pdf](#)  
[Attachment No. 2 - Soundbox Group DS-26-71-MS.pdf](#)

**U. Approve a Task Order for Traffic Engineering Staff [25-0692](#)  
Augmentation Services for Traffic Engineering and Land  
Development Support with TKE Engineering, Inc.**

1. Approve and authorize the City Manager to execute a Task Order in a not-to-exceed amount of \$350,000.00 for Traffic Engineering Staff Augmentation services for Traffic Engineering and Land Development Support (DE-24-195-SQ) with TKE Engineering, Inc.
2. Approve and authorize the City Manager to execute future Task Order Amendments not exceeding \$50,000.00.

**Attachments:** [Attachment No. 1 -  
TKE Engineering, Inc. Master Agreement DE-24-195-SQ.  
pdf](#)

**V. Approval of a Purchase Order with Complete Paperless [25-0695](#)  
Solutions for Digitization of Microfiche Building Permit  
Records**

1. Authorize the Purchasing Division to utilize the RFP 2024-16 contract awarded by the City of Menifee for document scanning services per Purchasing Policies and Procedure Manual 3.1.5 Non-Competitive Proposal; and
2. Approve a Purchase Order with Complete Paperless Solutions in the

amount of \$155,000 for the digitization and conversion of approximately 55,000 microfiche building permit records; and

3. Authorize the City Manager, or designee, to execute all related documents and take any actions necessary to carry out the intent of this approval.

**Attachments:** [Attachment No. 1 - Fontana Microfiche Scanning Services Proposal.pdf](#)  
[Attachment No. 2 - Menifee PSA Complete Paperless Solutions](#)

**W. Third Amendment to the City Manager Employment Agreement between the City of Fontana and Matthew A. Ballantyne. [26-0709](#)**

Approve the Third Amendment to the City Manager Employment Agreement between the City of Fontana and Matthew A. Ballantyne.

**Attachments:** [Fontana - Third Amendment to City Manager Employment Agreement](#)

## **PUBLIC HEARINGS:**

To speak on Public Hearing Items, submit comments via e-mail at [publiccomments@fontanaca.gov](mailto:publiccomments@fontanaca.gov). In the subject of your e-mail please indicate whether you are in favor or opposition of the item. Comments must be received no later than 12:00 P.M. on the day of the meeting. Comments of no more than three (3) minutes will be read into the record at the appropriate time during the meeting. If you challenge in court any action taken concerning a Public Hearing item, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice or in written correspondence delivered to the City at, or prior to, the Public Hearing.

**All Public Hearings will be conducted following this format:**

- |   |                       |
|---|-----------------------|
| (a) hearing opened  | (e) oral - favor      |
| (b) written communication                                   | (f) oral - opposition |
| (c) council/staff comments                                  | (g) hearing closed    |
| (d) applicant comments (applicant not limited to 5 minutes) |                       |

**A. Appeal No. 25-0002: Request to overturn the Planning Commission's August 19, 2025 decision adopting a Categorical Exemption per Section 15332 (Class No. 32) and approving Conditional Use Permit No. 24-0022, and Design Review No. 23-0024 for the development of a mixed use project (163 multi-family units and 5,000 square feet of commercial retail) within the R-5 zoning district that [25-0646](#)**

includes a five-story 83,125 square foot mixed-use building and associate improvements, on a 3.5 acre site located on the northeast corner of Foothill Boulevard and Sultana Avenue and identified as Assessor Parcel Numbers 1110-331-13 and 1110-331-25.

1. Open the public hearing and accept public comments.
2. Continue Appeal No. 25-0002 to the January 27, 2026, City Council Meeting.

**Attachments:** [Attachment No. 1 - Vicinity Map](#)

[Attachment No. 2 - Appellant Letter- Support Alliance for Environmental Responsibility Memorandum](#)

[Attachment No. 3 - Applicant's Environmental Consultant Response to Appeal Letter](#)

[Attachment No. 4 - Planning Commission August 19, 2025, Report](#)

[Attachment No. 5 - Planning Commission Minutes of August 19, 2025](#)

[Attachment No. 6 - Clerk of the Board Filing Receipt and NOE](#)

[Attachment No. 7 - Public Hearing Notice](#)

- B. Municipal Code Amendment (MCA) No. 25-0011: [25-0645](#)**  
**Consideration of an Urgency Ordinance Amending Section 30-467 of the Fontana Municipal Code Regarding Accessory Dwelling Units and Junior Accessory Dwelling Units to Comply with Recent Changes in State Law; and Finding the Action to Be Statutorily Exempt from CEQA Under Section 21080.17 of the Public Resources Code**

Open the public hearing, receive public testimony, close the public hearing and by motion:

1. Find that the adoption of the proposed urgency ordinance is statutorily exempt from review under the California Environmental Quality Act ("CEQA") under Public Resources Code section 21080.17.
2. Waive full reading and introduce for first reading by title only **Ordinance No. 1976** entitled: "AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA AMENDING SECTION 30-467 OF THE CITY OF FONTANA MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND FINDING THE ACTION TO BE statutorily EXEMPT FROM CEQA under Public Resources Code § 21080.17."

**Attachments:** [Attachment No. 1 - Proposed Urgency Ordinance](#)

- C. **First General Plan Amendment and Project for the 1st General Plan Cycle of 2025; Master Case No. (MCN) 24-0060: General Plan Amendment (GPA) No. 24-0004, Zoning District Map Amendment (ZCA) No. 24-0004, Tentative Tract Map No. 24-0009 (TTM No. 20712), Conditional Use Permit (CUP) No. 24-0023, and Design Review (DR) No. 24-0031; a request to change the General Plan Land Use Designation from Multi-Family Medium/High (R-MFMH) to Multi-Family Residential (R-MF), a request to change the zoning designation from Multi-Family Medium High Residential (R-4) to Multi-Family Residential (R-3), a request to subdivide 35 parcels to establish a condominium map and abandon a portion of Knox Avenue, a request to create a Planned Unit Development (PUD), and a request for site and architectural review of , a new 393 multi-family unit development with associated improvements on approximately 30.99 gross acres, located at APNs: 0228-051-01, -14, -15, -16, -17, -19, -20, and -21; 0228-052-01, -25, -26, and -27, 0228-061-02 through -14, -16, -17, -18, -20 through -25, and 0228-311-05, pursuant to an Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program.** [25-0678](#)

Master Case No. (MCN) 24-0060; General Plan Amendment (GPA) No. 24-0004, Zoning District Map Amendment (ZCA) No. 24-0004, Tentative Tract Map No. 24-0009 (TTM No. 20712), Conditional Use Permit (CUP) No. 24-0023, and Design Review (DR) No. 24-0031; amendment of the subject site's General Plan Land Use Designation from Multi-Family Medium/High (R-MFMH) Residential to Multi-Family Residential (R-MF), amendment of the Zoning District Map from Multi-Family Medium/High Residential (R-4) to Multi-Family Residential (R-3), a request to create a condominium map, a request to create a Planned Unit Development (PUD), and a request to review the architecture, site design and associated improvements for a new 393 multi-family unit development with site improvements, on approximately 31.0 gross acres, located at APNs: 0228-051-01, -14, -15, -16, -17, -19, -20, and -21; 0228-052-01, -25, -26, and -27, 0228-061-02 through -14, -16, -17, -18, -20 through -25, and 0228-311-05, pursuant to a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program.

1. Adopt **Resolution No. 2025-109** (General Plan Amendment Cycle No. 1 of 2025) a Resolution of the City Council of the City of Fontana adopting a Mitigated Negative Declaration, approving Addendum and Mitigation, Monitoring, and Reporting Program (MMRP) and directing staff to file a Notice of Determination; approving General Plan Amendment No. 24-0004 amending General Plan Exhibit 15.8 Chapter 15 (Land Use Zoning and Urban Design) of the General Plan land use designation, and approving Tentative Tract Map No. 24-0009 (TTM No. 20712),

Conditional Use Permit No. 24-0023, and Design Review No. 24-0031 for APNs: 0228-051-01, -14, -15, -16, -17, -19, -20, and -21; 0228-052-01, -25, -26, and -27, 0228-061-02 through -14, -16, -17, -18, -20 through -25, and 0228-311-05 on approximately 30.99 gross acres and associated improvements, subject to the Conditions of Approval; and

2. Read by title only and waive further reading of and introduce **Ordinance No. 1977**, an Ordinance of the City Council of the City of Fontana, approving pursuant to Mitigated Negative Declaration, Zoning District Map Amendment No. 24-0004 to update the zoning map from Multi-Family Medium/High Residential (R-4) to Multi-Family Residential (R-3) for 35 parcels (APNs: 0228-051-01, -14, -15, -16, -17, -19, -20, and -21; 0228-052-01, -25, -26, and -27, 0228-061-02 through -14, -16, -17, -18, -20 through -25, and 0228-311-05) on approximately 31.0 acres; and that the reading of the title constitutes the first reading thereof.

**Attachments:** [Attachment No. 1 - Resolution for GPA, TTM, CUP, and DR](#)  
[Attachment No. 2 - Ordinance for Zoning Code District Map Amendment](#)  
[Attachment No. 3- PC Staff Report and Attachments](#)  
[Attachment No. 4 - PC Minutes](#)  
[Attachment No. 5 - Notice of Public Hearing City Council](#)

**D. Master Case No. (MCN) 25-0082: General Plan Amendment (GPA) No. 25-0001 and Municipal Code Amendment (MCA) No. 25-0012: General Plan Amendment to modify the Community Mobility and Circulation Element to incorporate the updated truck route map and modify existing policies and actions, as well as add new policies and actions under Goals 2 and 7 of the Circulation Element to meet the requirements of Assembly Bill 98; Fontana Municipal Code amendments to Chapter 17 (Motor Vehicles and Traffic), Article X (Truck Routes) to modify the listed city commercial truckroute system to be consistent with the proposed Community Mobility and Circulation Element amendments, pursuant to an Addendum to the General Plan Final Environmental Impact Report (FEIR) [25-0693](#)**

1. Determine that this Ordinance is not a project pursuant to Sections 15162 and 15164 of the California Environmental Quality Act (CEQA) Guidelines and Section 8.06 of the City of Fontana's 2019 Local CEQA Guidelines, because this addendum to the General Plan Final Environmental Impact Report (FEIR) (State Clearinghouse [SCH] No. 2016021099) does not propose any major revisions to the General Plan FEIR and no new additional impacts beyond what was anticipated have been identified, and direct staff to file a Notice of Determination; and

2. Adopt **Resolution No. 2025-110** (General Plan Amendment Cycle No. 2

of 2025), a Resolution of the City Council of the City of Fontana approving General Plan Amendment No. 25-0001, amending the City of Fontana General Plan Community Mobility and Circulation Element to incorporate the updated truck route map and modify existing policies and actions, as well as add new policies and actions under Goal 2 of the Circulation Element to meet the requirements of Assembly Bill 98; and

3. Read by title only, waive further reading of, and introduce **Ordinance No. 1978**, an Ordinance of the City Council of the City of Fontana approving Master Case No. 25-0082 and Municipal Code Amendment No. 25-0012, amending Chapter 17 (Motor Vehicles and Traffic), Article X (Truck Routes) to modify the listed city commercial truck route system to be consistent with the proposed Community Mobility and Circulation Element amendments; and that the reading of the title constitutes the first reading thereof.

**Attachments:** [Attachment No. 1 - City Council Resolution.docx](#)  
[Attachment No. 2 - City Council Ordinance.docx](#)  
[Attachment No. 3 - PC Packet](#)  
[Attachment No. 4 - Draft PC Minutes](#)  
[Attachment No. 5 - Notice of Determination](#)  
[Attachment No. 6 - Public Hearing Notice - MCN25-0082](#)

## NEW BUSINESS:

### A. New Business

- A. Introduction and First Reading of Ordinance 1980, an [26-0702](#)  
Ordinance of the City Council of the City of Fontana, California, Adding Article IX of Chapter 23 of the Fontana Municipal Code Regarding Prevention of Pollutants into Storm Drains.

Introduce and waive further reading of **Ordinance No. 1980**, adding Article IX of Chapter 23 of the Fontana Municipal Code regarding prevention of pollutants into storm drains.

**Attachments:** [Attachment No. 1- Draft Fontana Stormwater Ordinance \(adding WQMP requirements\)and Stormwater Ordinance Clean-c1 11.25.2025 \(002\).docx](#)

- B. Introduction and First Reading of Ordinance No. 1981, An [26-0712](#)  
Ordinance of the City Council of the City of Fontana, County of San Bernardino, California, Amending Fontana Municipal Code Sections 15-820 (Permits Required) and 15-821 (Review Of Permit Application; Decision) to Comply with New State Law and Help Protect the City's Community by Effectively Regulating the Sale of Food, Goods, and

**Merchandise that Create a Health and Safety Danger.**

Introduce and waive further reading of **Ordinance No. 1981** (“Ordinance”), amending Fontana Municipal Code (“FMC”) Sections 15-820 (Permits Required) and 15-821 (Review of Permit Application; Decision) to comply with new State law (SB 635) and to protect the community by effectively regulating the sale of food, goods, and merchandise that pose a significant potential health and safety risk to the public.

**Attachments:** [Attachment No. 1- Ord. 1981.docx](#)

**C. Amending Fontana Municipal Code Section 2-39 to Increase the Salary for Members of the City Council and Mayor; Introduction and First Reading of Ordinance** [26-0703](#)

Read by title only and waive further reading of and introduce **Ordinance No. 1979**, Amending Section 2-39 of the Fontana Municipal Code, regarding the salary for members of the City Council and Mayor.

**Attachments:** [Attachment No. 1- Ordinance Amending Mayor and City Council Members Compensation](#)

**CITY MANAGER COMMUNICATIONS:**

**A. City Manager Communications**

**ELECTED OFFICIALS COMMUNICATIONS/REPORTS:**

**A. Elected Officials Communications/Reports**

**A. Discussion and Possible Action Regarding Appointment to the Parks, Community, and Human Services Commission and Planning Commission** [25-0699](#)

**ADJOURNMENT:**

**A. Adjournment**

Adjourn to the next Regular City Council Meeting on January 27, 2026 at 2:00 p.m. in the Steelworkers' Auditorium located at 8437 Sierra Avenue, Fontana, California.



8353 Sierra Avenue  
Fontana, CA 92335

# City of Fontana

## Action Report

### City Council Meeting

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**File #:** 25-0681  
**Agenda #:** A.

**Agenda Date:** 12/9/2025  
**Category:** Closed Session

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### Closed Session

Tuesday, December 9, 2025

1:00 P.M.

City Hall - Executive Conference Room



### City Council

Acquanetta Warren, Mayor

Peter Garcia, Mayor Pro Tem

John Roberts, Council Member

Jesus "Jesse" Sandoval, Council Member

Phillip W. Cothran., Council Member



8353 Sierra Avenue  
Fontana, CA 92335

# City of Fontana

## Action Report

### City Council Meeting

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**File #:** 25-0650  
**Agenda #:** A.

**Agenda Date:** 12/9/2025  
**Category:** Ceremonial Items

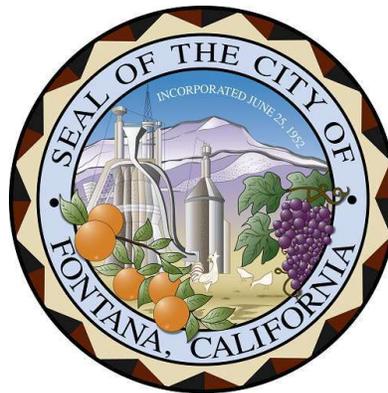
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### Ceremonial Items

Tuesday, December 9, 2025

2:00 P.M.

Council Chambers



### City Council

Acquanetta Warren, Mayor

Peter Garcia, Mayor Pro Tem

John Roberts, Council Member

Jesse “Jesus” Sandoval, Council Member

Phillip W. Cothran, Council Member



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 25-0698

**Agenda #:** B.

**Agenda Date:** 12/9/2025

**Category:** Ceremonial Items

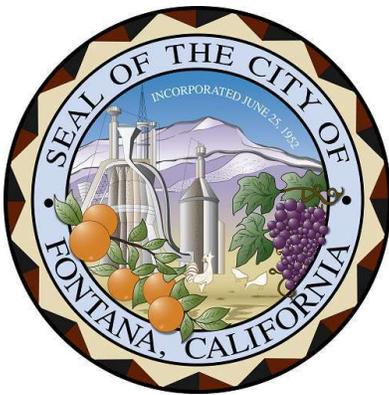
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#### Ceremonial Items

Tuesday, December 9, 2025

2:00 P.M.

Grover W. Taylor Council Chambers



#### City Council

Acquanetta Warren, Mayor

Peter Garcia, Mayor Pro Tem

John Roberts, Council Member

Jesus "Jesse" Sandoval, Council Member

Phillip W. Cothran., Council Member



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 25-0649

**Agenda #:** A.

**Agenda Date:** 12/9/2025

**Category:** Consent Calendar

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**FROM:**

City Clerk

**SUBJECT:**

Approval of Minutes

**RECOMMENDATION:**

Approve the minutes of the October 28, 2025, Regular City Council Meeting and the November 12, 2025, Special City Council Meeting.

**COUNCIL GOALS:**

- Create and maintain a dynamic team by supporting the decisions of the majority once made.
- Create and maintain a dynamic team by communicating Goals and Objectives to all commissions and employees.

**DISCUSSION:**

The City Council will consider approval of the minutes of the October 28, 2025, Regular City Council Meeting and the November 12, 2025 City Council meeting. The draft minutes are attached to this report for Council review and approval.

**FISCAL IMPACT:**

None.

**MOTION:**

Approve staff recommendation.

# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335



## Minutes

Tuesday, October 28, 2025

2:00 PM

Grover W. Taylor Council Chambers

## City Council Meeting

*Acquanetta Warren - Mayor*  
*Peter A. Garcia - Mayor Pro Tem*  
*John B. Roberts - Council Member*  
*Jesus "Jesse" Sandoval - Council Member*  
*Phillip Cothran - Council Member*  
*Germaine Key - City Clerk*  
*Janet Koehler-Brooks, City Treasurer*

## **CLOSED SESSION:**

### **A. 1:00 P.M. CLOSED SESSION**

The Closed Session meeting of the Fontana City Council was held in the Executive Conference Room, 8353 Sierra Avenue, Fontana, CA 92335, on Tuesday, October 28, 2025.

Mayor Warren called the meeting to order at 1:02 p.m. with all members of the City Council present.

City Treasurer Janet Koehler-Brooks was also present.

City Clerk Germaine Key was absent.

## **PUBLIC COMMUNICATION - CLOSED SESSION:**

There were no public communications received for the following items:

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(1)

Case: Malko Malko vs. City of Fontana Workers' Compensation

Claim Number: 231000090

2. CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54957.6 City Negotiator: John Bakhit, Labor Counsel and Matt Ballantyne, City Manager. Employee Organization: Police Management Association

3. CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54957.6

City Negotiator: Mayor Acquanetta Warren and Mayor Pro Tem Peter Garcia

Employee Organization(s): City Manager, Unrepresented

## **CALL TO ORDER/ROLL CALL:**

### **A. 2:00 P.M. Call To Order/Roll Call:**

The Regular Meeting of the Fontana City Council was held in the Grover W. Taylor Council Chambers, 8353 Sierra Avenue, Fontana, CA 92335, on Tuesday, October 28, 2025.

Mayor Warren called the Regular City Council Meeting to order at 2:04 p.m.

## **ROLL CALL:**

**PRESENT:** Mayor Warren, Mayor Pro Tem Garcia, Council Members Cothran, Roberts and Sandoval.

City Treasurer Janet Koehler-Brooks was also present.

**ABSENT:** City Clerk Germaine Key

### **INVOCATION/PLEDGE OF ALLEGIANCE:**

The invocation was given by Council Member Roberts, followed by the pledge of allegiance led by Mayor Pro Tem Garcia.

### **CLOSED SESSION ANNOUNCEMENT:**

City Attorney Ruben Duran reported that the City Council met in Closed Session on the items listed on the agenda, provided direction to staff, and took no reportable action.

### **CEREMONIAL ITEMS/PRESENTATIONS:**

**A. Mayor Warren and City Council to recognize Corporal Kevin Anderson, Officers Aaron Alcala, Cody Chick, Brandon McCaulley and Anthony Rodriguez, Dispatcher II Genevieve Blanco, Dispatcher I Melissa Lucero & Dispatch Call Taker Erika Lopez as September 2025 Employees of the month.**

Mayor Warren and the City Council recognized Corporal Kevin Anderson, Officers Aaron Alcala, Cody Chick, Brandon McCaulley and Anthony Rodriguez, Dispatcher II Genevieve Blanco, Dispatcher I Melissa Lucero, and Dispatch Call Taker Erika Lopez as September 2025 Employees of the month.

**B. Mayor and City Council to recognize Fontana City Council Member Jesse Sandoval, San Bernardino County Supervisor Jesse Armendarez, and FUSD Board President Adam Perez for their donations to the 2025 Dr. Charles Koehler Writing and Art Contest.**

Mayor Warren and the City Council recognized Fontana City Council Member Jesse Sandoval, San Bernardino County Supervisor Jesse Armendarez, and FUSD Board President Adam Perez for their donations to the 2025 Dr. Charles Koehler Writing and Art Contest.

**C. Mayor and City Council to recognize Knights of Columbus for their donation.**

Mayor Warren and the City Council recognized the Knights of Columbus Fontana Council 3041, for their donation of approximately 160 coats for distribution to elementary school-aged children.

**D. Mayor and City Council to proclaim November as National Homeless Awareness Month.**

Mayor Warren and the City Council proclaimed November as National Homeless Awareness

Month, presenting a proclamation to Housing Manager Valerie Gonzales.

## **PUBLIC COMMUNICATIONS:**

The following individuals spoke under public communications:

Todd Warden of the South Coast Air Quality Management District. announced available grant funding for heavy-duty truck electrification, charging infrastructure, clean equipment, and residential/commercial heat-pump incentives. Highlighted ongoing partnerships with Fontana and local clean-air projects.

Teresa Coleman raised concerns about persistent gang-related graffiti in North Fontana, noting repeated damage to private property and limited options for removal assistance.

George Joshua Sabar spoke positively about living in Fontana, praising development, accessibility of city leadership, and city services such as Fontana 311.

Jeff Larson requested enforcement of parking laws (AB 413), red-curb painting at hydrants and intersections, action on abandoned vehicles, increased patrols and cameras on Lime Avenue, and better enforcement on the Edison Trail.

Ruben Chavira reported a significant pigeon problem causing property damage to solar equipment and requested options for mitigation.

Jorge Zamudio requested assistance or accommodation for permitting a remote-controlled gate due to mobility challenges.

Deborah Lindsey, Concerned Citizens for the Development of North Fontana – Thanked the City for support of the Watu African Youth Choir event hosted by Community Baptist Church.

Danielle Holley, Fontana Chamber of Commerce Provided the Chamber's quarterly update, highlighting new members, events, business support activities, and a successful job fair.

Shady Trails Community Association requested city assistance with fire-risk mitigation in city-owned easements adjacent to homes and help identifying the correct Southern California Edison contact for similar concerns.

## **CONSENT CALENDAR:**

Prior to the motion, the following occurred:

### Item J:

Council Member Sandoval announced that he would be recusing from this item as he owns property within the project area.

### Item Q:

Mayor Warren announced that she would be recusing from this item as she owns property within the project area.

**ACTION: Motion was made by Council Member Roberts, seconded by Mayor Pro Tem Garcia, and passed by a vote of 5-0 to approve Consent Calendar Items “A-AD.” The motion carried by the following vote: AYES: Warren, Garcia, Cothran, Roberts, and Sandoval; NOES: None; ABSTAIN: None; ABSENT: None**

**A. Approval of Minutes 25-0614**

Approve the minutes of the October 14, 2025, Regular City Council Meeting.

**B. Adoption of Ordinance No. 1973 (Second Reading), Master Case No. 25-0047 and Municipal Code Amendment No. 25-0008: Fontana Municipal Code amendments to Chapter 30 to modify multiple sections of the Zoning and Development Code. 25-0615**

Conduct a second reading by title only and adopt **Ordinance No. 1973**, approving Master Case No. 25-0047 and Municipal Code Amendment No. 25-0008 to amend Chapters 26, 30 (Zoning and Development Code) and 33 of the Fontana Municipal Code, including modifications to the restaurant definition and operating standards, temporary use permits for temporary offices, development standards for the R-4 zone and overlay, administrative procedures for administrative site plan and design review entitlements, tentative parcel map and tentative tract map time extensions and curbside delivery for cannabis retail storefronts.

**C. Adoption of Ordinance No. 1975 (Second Reading), Adoption of the 2025 Edition of the California Building Standards Code and Corresponding Base Model Codes. 25-0616**

Conduct a second reading by title only and adopt **Ordinance No. 1975**, an ordinance of the City of Fontana adding, amending and deleting certain articles, sections and subsections of Chapter 5 of the Code of the City of Fontana, California pertaining to the construction and maintenance of buildings, and the 2025 Edition of the California Building Standards Code, known as the California Code of Regulations, Title 24, consisting of the California Building Code, Volumes 1 & 2, based on the 2024 International Building Code; the California Plumbing Code, based on the 2024 Uniform Plumbing Code; the California Electrical Code, based on the 2023 National Electrical Code; the California Mechanical Code, based on the 2024 Uniform Mechanical Code; the California Wildland-Urban Interface Code based on the 2024 International Wildland-Urban Interface Code; the California Existing Building Code, based on the 2024 International Existing Building Code; the California Green Building Standards Code; the California Residential Code, based on the 2025 International Residential Code; and the 2025 Edition of the International Property Maintenance Code.

- D. Video Management System Replacement 25-0535**
1. Authorize the Purchasing Division to “Piggy-Back” from the Omnia Partners contract (#R250206) for the purchase and implementation of the Verkada Video Management System (VMS) per Purchasing Policies and Procedure Manual 3.1.5 (Cooperative Purchasing Agreement) to replace the City’s existing Hexagon Ocularis system, which has reached end of life and end of support.
  2. Approve the purchase from VectorUSA of Rancho Cucamonga, CA in the amount of \$735,807.81.
- E. Approve Amendment No. 1 to Task Order No. 2 25-0549  
(DE-24-195-SQ) with NV5, Inc. for Plan Check, Map Check, and WQMP Review Services**
- Approve and authorize the City Manager to execute Amendment No. 1 to Task Order No. 2 (DE-24-195-SQ) with NV5, Inc. in the amount of \$180,000, and an amended Task Order total of \$279,000 for additional plan check, map check, and WQMP review services.
- F. Approve a Rip-Rap Maintenance Easement with Southern 25-0568  
California Edison (“SCE”) Company near Sierra Avenue & Coyote Canyon Road (formerly Lytle Creek Road) for I-15 Logistics (Caprock)**
- Approve and authorize the City Manager to execute the Easement with Southern California Edison (SCE) Company.
- G. Authorization to Donate Computer Equipment to the Affordable 25-0571  
Housing - Paseo Verde Apartments Community Computer Lab**
- Adopt **Resolution No. 2025-102**, authorizing the donation of surplus computer equipment-ten (10) desktop computers and ten (10) monitors-to the community computer lab at the Affordable Housing - Paseo Verde Apartments and authorizing the City Manager or designee to execute any documents necessary to complete the transfer.
- H. Award Bid for Ralph M. Lewis Sports Park Artificial Turf 25-0572  
Installation for Fields 1 & 2 (PW-26-36-SB)**
1. Award bid and authorize the City Manager to execute a construction contract with FieldTurf Inc, USA for Ralph M. Lewis Sports Park Artificial Turf Installation for Fields 1 & 2 in the amount of \$423,613.86 and authorize a 10% contingency in the amount of \$42,362.00 (PW-26-36-SB).
  2. Authorize the City Manager to execute any related items on the behalf of the City of Fontana for Ralph M. Lewis Sports Park Artificial Turf Installation for Fields 1 & 2 (PW-26-36-SB).

- I. Purchase and Sale Agreement- Fontana Motor Lodge 25-0584**
1. Approve a Purchase & Sale Agreement for the purchase of building and associated land located at 16390 Foothill Boulevard, Fontana, CA 92335 specifically described as APN's 0190-081-36 and 0190-081-37 in the amount of \$7,500,000 plus escrow costs and related acquisition fees.
  2. Authorize the purchase of that certain Real Property specifically described as APN's 0190-081-36 and 0190-081-37 comprised of approximately 2.3 acres ("Property") from Ramesh and Radha Patel Revocable Living Trust.
  3. Authorize the City Manager to execute the Purchase and Sale Agreement and any other documents necessary or appropriate to facilitate said purchase on behalf of the City of Fontana.
- J. Purchase and Sale Agreement-16565 Orange Way 25-0586**
1. Approve a Purchase & Sale Agreement for the purchase of buildings and associated land located at 16565 Orange Way, Fontana CA 92335 specifically described as APN 0191-251-25 in the amount of \$2,800,000 plus escrow costs and related acquisition fees.
  2. Authorize the purchase of that certain Real Property with APN 0191-251-25 comprised of approximately 0.68-acre parcel with a 16,000 square foot building ("Property") from Fontana Orange, LLC, a California Limited Liability Company.
  3. Authorize the City Manager to enter into the Purchase and Sale Agreement and/or any other documents necessary or appropriate to facilitate said purchase on behalf of the City of Fontana.
- K. Approve a Contract with Active Education for the Soccer & Multi-Sports Program to be delivered at Fontana Expanded Learning Program. 25-0591**
1. Approve the Non-Competitive Proposal purchase under the Purchasing Policies 3.1.5 for Single Source/Sole Source method.
  2. Approve a contract with Active Education to provide and deliver the Soccer & Multi-Sports Program for the Fontana Expanded Learning Program at elementary and middle school sites.
  3. Authorize the City Manager or designee to sign the agreement, all related documents, and any amendments for the term of the agreement.
- L. Approve a Contract with TA Mentoring Services LLC 25-0592 for the Noble Youth Program to be delivered at Fontana Expanded**

**Learning Program school sites.**

1. Approve the Non-Competitive Proposal purchase under the Purchasing Policies 3.1.5 for Single Source/Sole Source method.

2. Approve a contract with TA Mentoring Services LLC to provide and deliver the Noble Youth Leadership Program to the Fontana Expanded Learning Program's 6th through 8th grade participants.

3. Authorize the City Manager or designee to sign the agreement, all related documents, and any amendments for the term of the agreement.

**M. Approve a Contract with EBK & Company LLC to provide the US Engineering League, Mechanical Engineering/Robotics Club for the Fontana Expanded Learning Program's Middle School sites. 25-0593**

1. Approve the Non-Competitive Proposal purchase under the Purchasing Policies 3.1.5 for Single Source/Sole Source method.

2. Approve a contract with EBK & Company LLC to provide and deliver the US Engineering League, Mechanical Engineering/Robotics Club for the Fontana Expanded Learning Program at ASES/ELO-P Funded Middle School sites.

3. Authorize the City Manager or designee to sign the agreement, all related documents, and any amendments for the term of the agreement.

**N. Approve a Contract with Bestwenty4 Studios LLC for the Season of Success Program for the Fontana Expanded Learning Program. 25-0594**

1. Approve the Non-Competitive Proposal purchase under the Purchasing Policies 3.1.5 for Single Source/Sole Source method.

2. Approve a contract with Bestwenty4 Studios LLC to provide and deliver the Season of Success program for the Fontana Expanded Learning Program's participants.

3. Authorize the City Manager or designee to sign the agreement, all related documents, and any amendments for the term of the agreement.

**O. Final Acceptance for the Construction of the San Sevaine Trail Phase 1, Segment 2 Project (Bid No. SB-109-DE-23) 25-0595**

Accept as complete the work performed by H&H General Contractors, Inc. for the construction of the San Sevaine Trail Phase 1, Segment 2 Project (#37603345).

- P. Approve Final Change Order with CT&T Concrete Paving, Inc. 25-0598 and Final Acceptance of the City Sidewalk Reconstruction #2 Project (Bid No. DE-25-56-SB)**
1. Authorize City Manager to approve Change Order #2 with CT&T Concrete Paving, Inc. in the amount of \$227,822.46 for the additional concrete work added for the City Sidewalk Reconstruction #2 Project (Bid No. DE-25-56-SB).
  2. Accept as complete the work performed by CT&T Concrete Paving, Inc. for the City Sidewalk Reconstruction #2 Project (Bid No. DE-25-56-SB).
- Q. Approve Final Change Order with LCR Earthwork & Engineering, Corp. and Final Acceptance for the Village of Heritage North, South, and West Pavement Rehabilitation Project (Bid No. SB-153-DE-23) 25-0600**
1. Authorize the City Manager to approve Change Order #2 with LCR Earthwork & Engineering, Corp. in the amount of \$130,609.28 for the additional asphalt and concrete work added for the Village of Heritage North, South, and West Pavement Rehabilitation Project (Bid No. SB-153-DE-23).
  2. Accept as complete the work performed by LCR Earthwork & Engineering, Corp. for the Village of Heritage North, South, and West Pavement Rehabilitation Project (Bid No. SB-153-DE-23).
- R. Final Acceptance of Backstop Replacements at Chaparral Park, Southridge Park, and Veteran's Park Project (SB-85-PW-23) 25-0602**
- Accept as complete the work performed by NR Development Inc. for the Backstop Replacements at Chaparral Park, Southridge Park, and Veteran's Park Project (SB-85-PW-23).
- S. Final Acceptance of Installation of Shade Structures at Various Parks Project (SB-106-PW-23) 25-0603**
- Accept as complete the work performed by NR Development Inc. for the Installation of Shade Structure at Various Parks Project (SB-106-PW-23).
- T. Final Acceptance of ADA / Inclusive Interactive Playground Replacement Project (SB-122-PW-23) 25-0604**
- Accept as complete the work performed by Ortco Inc. for the ADA / Inclusive Interactive Playground Replacement Project (SB-122-PW-23).
- U. Police Department Monthly Information Update 25-0606**
- Accept the Police Department monthly information update for August 2025.

- V. Purchase of 800 MHz Radios and Accessories for the Police Dispatch Center 25-0610**
1. Authorize the Purchasing Division to “Piggy-Back” from the Sourcewell contract 042021 for the purchase of the Motorola 800 MHz radios, software, and related accessories per Purchasing Policies and Procedure Manual 3.1.5 (Cooperative Purchasing Agreement) for the Police Dispatch Center.
  2. Approve the purchase from Motorola Solutions in the amount of \$125,693.53.
- W. Fontana Police CAD/RMS System Selection Consultant Services Funding Request 25-0611**
1. Approve an appropriation in the amount of \$200,000.00 from the Federal Asset Seizure Fund #223.
  2. Authorize the Purchasing Department to proceed with collecting bids for the CAD/RMS System Selection Consultant Services.
- X. American Rescue Plan Act Expenditure Plan Quarterly Report 25-0620**
- Receive and file the American Rescue Plan Act (ARPA) Expenditure Plan quarterly report.
- Y. Accept Donation from County Supervisor Jesse Armendarez (2025 Veteran’s Day Celebration) 25-0623**
- Accept donation from County Supervisor Jesse Armendarez in the amount of \$1,000 for use towards the 2025 Veteran’s Day Celebration.
- Z. Accept Donation from Adam Perez (2025 Veteran’s Day Celebration) 25-0624**
- Accept donation from Adam Perez in the amount of \$1,000 for use towards the 2025 Veteran’s Day Celebration.
- AA. Out-Of-Area Sewer Service Agreement (ANX No. 24-0001), between the City of Fontana and Jose Felix Garcia, for the sewer service provided by the City of Fontana to 9266 Poplar Avenue (APN: 0233-271-08), pursuant to a Statutory Exemption in accordance with CEQA Guidelines Section No 15268(b)(4). 25-0629**
1. Find that the project is Exempt pursuant to Section No. 15268(b)(4) (Ministerial Project, Utility Connection) of the California Environmental Quality Act (CEQA) and, direct staff to file a Notice of Exemption; and,
  2. Approve and authorize the City Manager to execute an Out-Of- Area Sewer Service Agreement (ANX No. 24-0001) with Jose Felix Garcia, for the provision of sewer service to an existing single-family residence

located at 9266 Poplar Avenue, within the Western Sphere of influence of the City of Fontana.

**AB. Second amendment to the letter of agreement between the Fontana Historical Society and the City of Fontana. 25-0631**

Approve second amendment to the letter of agreement between the Fontana Historical Society and the City of Fontana.

**AC. Resolution of the City Council of The City of Fontana, California, approving an amendment to the agreement for services between The City of Fontana and AMPAC Business Capital 25-0632**

City Council adopt **Resolution No. 2025-103**, approving the Amendment to the Agreement for Services Between the City of Fontana and AmPac Tri-State CDC doing business as Ampac Business Capital

**AD. Memorandum of Understanding between the County of San Bernardino, the City of Fontana, and participating cities for the property located at 11109 Jasmine Street. 25-0634**

1. Approve the Memorandum of Understanding (MOU) between the City of Fontana, the County of San Bernardino, and the cities of Chino, Chino Hills, Fontana, Montclair, Ontario, Rancho Cucamonga, Rialto, and Upland for the operation of the West End Navigation Center for a term of ten (10) years from the effective date, at an initial annual cost of \$1,000,000 to the City of Fontana.
2. Authorize the City Manager, or designee, to execute the MOU and related documents necessary to implement participation.

**PUBLIC HEARINGS:**

**A. Appeal No. 25-0002: Request to overturn the Planning Commission's August 19, 2025 decision adopting a Categorical Exemption per Section 15332 (Class No. 32) and approving Conditional Use Permit No. 24-0022, and Design Review No. 23-0024 for the development of a mixed use project (163 multi-family units and 5,000 square feet of commercial retail) within the R-5 zoning district that includes a five-story 83,125 square foot mixed-use building and associate improvements, on a 3.5 acre site located on the northeast corner of Foothill Boulevard and Sultana Avenue and identified as Assessor Parcel Numbers 11110-331-13 and 1110-331-25. 25-0529**

Deny Appeal No. 25-0002, thereby upholding the Planning Commission's decision on August 19, 2025, approving, pursuant to a categorical exemption under California Environmental Quality Act (CEQA) Section No. 15332 (Class No. 32. Infill Development), Conditional Use Permit No. 24-0022 and Design Review No. 23-0024 for the development of a five-story mixed-use project

including 163 multi-family units and 5,000 square feet of commercial retail within the R-5 zoning district and for the site and architectural review of a five-story 83,125 square foot mixed-use building and associated improvements on a 3.5 acre site located on the northeast corner of Foothill Boulevard and Sultana Avenue (APN Nos.: 1110-331-13 and 1110-331-25). Senior Planner, Salvador Quintanilla provided the staff report and recommended that the item be continued to the December 9th, 2025 City Council Regular Meeting.

Mayor Warren opened the public hearing and announced Public Hearing Item “A” would be continued to the December 9, 2025, City Council meeting.

**ACTION: Motion was made by Council Member Cothran, seconded by Council Member Roberts, and passed unanimously by a vote of 5-0 to continue Public Hearing Item “A” to the December 9, 2025, City Council meeting. The motion carried by the following vote: AYES: Warren, Garcia, Cothran, Roberts, and Sandoval; NOES: None; ABSTAIN: None; ABSENT: None**

**NEW BUSINESS:**

**A. New Business**

- A. Fiscal Year 2025-26 First Quarter Budget Status Report 25-0565  
Approve the recommended Fiscal Year 2025-26 First Quarter Budget adjustments.  
Approve the recommended Fiscal Year 2025-26 First Quarter Budget adjustments.**

Chief Financial Officer Jessica Brown provided the staff report.

**ACTION: Motion was made by Council Member Sandoval, seconded by Council Member Roberts, and passed unanimously by a vote of 5-0 to approve New Business Item “A.” The motion carried by the following vote: AYES: Warren, Garcia, Cothran, Roberts, and Sandoval; NOES: None; ABSTAIN: None; ABSENT: None**

**CITY MANAGER COMMUNICATIONS:**

**A. City Manager Communications**

Deputy City Manager Phillip Burum highlighted the Council’s regional leadership on homelessness, noting that Fontana was the first of seven western cities to approve the new homelessness MOU and that the City independently acquired, designed, and will fund renovations of the new navigation center facility in advance of a targeted late-2026 opening. He also recognized the Council’s broader homelessness action efforts as transformational for the region.

He wished Deputy City Manager Ray Ebert a happy birthday and announced the inaugural Stage Red Fontana Youth Music Foundation fundraising event, expected to net approximately \$100,000 for youth music programs.

He further reported that the City successfully completed a \$133 million bond issuance last week, receiving a AA- rating and strong investor interest, and commended Chief Financial Officer Brown and her team for their excellent work.

## **ELECTED OFFICIALS COMMUNICATIONS/REPORTS:**

### **Elected Officials Communications/Reports**

City Treasurer Koehler-Brooks thanked Chief Financial Officer Brown for the financial report.

Council Member Sandoval thanked staff for the financial report and recent community events, including Trunk-or-Treat and Dio de Los Muertos.

Council Member Roberts congratulated Chief Financial Officer Brown on her excellent financial report and expressed enthusiasm about the upcoming bond and its future benefits. He also offered condolences for Deputy Andrew Nunez, who was killed in the line of duty, noting his family resides in Fontana and that he had close ties to several City employees. He asked the community to keep the family in their prayers.

Mayor Pro Tem Garcia congratulated Director Moore on his election as President of the West Valley Water District and expressed appreciation for his engagement with the City. He also congratulated Andy Garcia on being elected Vice President of the West Valley Water District. He concluded by wishing everyone a safe Halloween.

Council Member Cothran thanked Chief Financial Officer Brown for the financial report and expressed pride in the City's growth, investment in the downtown area, and the community's trust in the Council. He wished Deputy City Managers Burum and Ebert a happy birthday and thanked staff and law enforcement, noting Fontana officers who assisted in recent mutual-aid efforts. He apologized for missing the previous meeting due to an early celebration of his upcoming 10-year wedding anniversary. He concluded by congratulating Mayor Warren on her daughter's recent engagement.

Mayor Warren offered congratulations to her daughter and future son-in-law and highlighted the City's growth and strong sense of community. She encouraged residents to report concerns directly rather than waiting for Council meetings and praised staff responsiveness. She recapped recent community events, including the Blue Ribbon Breakfast, the skate park anniversary, and local youth and nonprofit programs. She emphasized the need to stop illegal dumping and copper theft and thanked Public Works for assisting a school impacted by copper theft. She reminded the public to prioritize safety during Halloween.

The Mayor announced an upcoming regional youth suicide-prevention summit on November 8

and encouraged community participation. She urged residents to help families who may be affected by the upcoming federal SNAP benefit disruption and to support local food banks.

Mayor Warren closed by honoring fallen San Bernardino County Sheriff's Deputy Andrew Nunez, a Fontana native, asking the community to pray for his family, noting the City has lowered flags in his memory, and stressing the importance of supporting first responders and lowering divisive rhetoric.

**ADJOURNMENT:**

**A. Adjournment**

Mayor Warren and the City Council led a moment of silence in memory of the following individual:

- 1. Deputy Andrew Nunuez

Mayor Warren adjourned the meeting at 4:02 p.m. to the Regular City Council Meeting on Tuesday, December 9, 2025, at 2:00 p.m. in the Grover W. Taylor Council Chambers located at 8353 Sierra Avenue, Fontana, California.

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Christina Rudsell, CMC  
Chief Deputy City Clerk

**THE FOREGOING MINUTES WERE ADOPTED AND APPROVED BY THE FONTANA CITY COUNCIL ON DECEMBER 9, 2025.**

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Germaine Key  
City Clerk

# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335



## Minutes

Wednesday, November 12, 2025

2:00 PM

Grover W. Taylor Council Chambers

## **Special City Council Meeting**

*Acquanetta Warren - Mayor*  
*Peter A. Garcia - Mayor Pro Tem*  
*John B. Roberts - Council Member*  
*Jesus "Jesse" Sandoval - Council Member*  
*Phillip Cothran - Council Member*  
*Germaine McClellan Key - City Clerk*  
*Janet Koehler-Brooks, City Treasurer*

## **CLOSED SESSION:**

### **A. 1:30 P.M. CLOSED SESSION**

The Closed Session meeting of the Fontana City Council was held in the Executive Conference Room, 8353 Sierra Avenue, Fontana, CA 92335, on Tuesday, November 12, 2025.

Mayor Warren called the meeting to order at 1:30 p.m. with all members of the City Council present.

City Treasurer Janet Koehler-Brooks was also present.

City Clerk Germaine Key was absent.

## **PUBLIC COMMUNICATION - CLOSED SESSION:**

There were no public communications received for the following items:

1. CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54957.6 City Negotiator: John Bakhit, Labor Counsel and Matt Ballantyne, City Manager. Employee Organization: Police Management Association

## **CLOSED SESSION ANNOUNCEMENT:**

City Attorney Ruben Duran reported that the City Council met in Closed Session on the items listed on the agenda, provided direction to staff, and took no reportable action.

## **CALL TO ORDER/ROLL CALL:**

### **A. 2:00 P.M. Call To Order/Roll Call:**

The Special Meeting of the Fontana City Council was held in the Grover W. Taylor Council Chambers, 8353 Sierra Avenue, Fontana, CA 92335, on Tuesday, November 12, 2025.

Mayor Warren called the Special City Council Meeting to order at 2:00 p.m.

## **ROLL CALL:**

**PRESENT:** Mayor Warren, Mayor Pro Tem Garcia, Council Members Cothran, Roberts, and Sandoval.

City Treasurer Janet Koehler-Brooks was also present.

**ABSENT:** City Clerk Germaine Key

### **INVOCATION/PLEDGE OF ALLEGIANCE:**

The invocation was given by Council Member Roberts, followed by the pledge of allegiance led by Mayor Pro Tem Garcia.

### **PUBLIC COMMUNICATIONS:**

The following individuals spoke under public communications:

Joz Sida expressed support for the Toy Drive event and its positive impact on local children and families.

Adda Lara also voiced support for the Toy Drive event and inquired about ways to participate and donate. She additionally requested that future meetings be held at a different time to allow more residents to attend.

Grace expressed her support for the Toy Drive event and asked what safety protocols would be implemented to ensure families and children can attend safely.

Axoquen expressed support for the Toy Drive event and suggested including books as part of the giveaways.

### **RECESS:**

Mayor Warren called for a recess at 2:19 p.m.

The meeting reconvened at 2:21 p.m. with all members present.

### **CONSENT CALENDAR:**

**ACTION:** Motion was made by Mayor Pro Tem Garcia, seconded by Council Member Roberts, and passed unanimously by a vote of 5-0 to approve Consent Calendar Item "A." The motion carried by the following vote: **AYES:** Warren, Garcia, Cothran, Roberts, and Sandoval; **NOES:** None; **ABSTAIN:** None; **ABSENT:** None

**A. Community Partnership: Classic Car Show and Toy Drive 25-0652**

Review and approve special event and funding support in the amount of \$12,001.

**CITY MANAGER COMMUNICATIONS:**

**A. City Manager Communications**

City Manager Matt Ballantyne announced that the Classic Car Show and Toy Drive will be held on December 14 on Spring Street and encouraged attendees to bring an unwrapped toy.

**ELECTED OFFICIALS COMMUNICATIONS/REPORTS:**

**A. Elected Officials Communications/Reports**

Mayor Warren extended warm wishes to everyone for a happy Thanksgiving.

**ADJOURNMENT:**

**A. Adjournment**

Mayor Warren adjourned the meeting at 2:25 p.m. to the Regular City Council Meeting on Tuesday, December 9, 2025, at 2:00 p.m. in the Grover W. Taylor Council Chambers located at 8353 Sierra Avenue, Fontana, California.

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Christina Rudsell, CMC  
Chief Deputy City Clerk

**THE FOREGOING MINUTES WERE ADOPTED AND APPROVED BY THE FONTANA CITY COUNCIL ON DECEMBER 9, 2025.**

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Germaine Key  
City Clerk



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 25-0648  
**Agenda #:** B.

**Agenda Date:** 12/9/2025  
**Category:** Consent Calendar

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**FROM:**  
City Clerk

**SUBJECT:**  
2026 City Hall Holiday and City Council Meeting Calendar

**RECOMMENDATION:**  
Approve the attached proposed Calendar of City Holidays and City Council Meetings for the year 2026.

**COUNCIL GOALS:**

- Create and maintain a dynamic team by supporting the decisions of the majority once made.
- Create and maintain a dynamic team by communicating Goals and Objectives to all commissions and employees.

**DISCUSSION:**  
To formally approve and make available a calendar of City recognized holidays and meetings of the City Council. City staff has developed the proposed Calendar of City Holidays and City Council meetings for 2026 for the City Council's consideration.

**FISCAL IMPACT:**  
None.

**MOTION:**  
Approve staff recommendation.



CITY OF FONTANA

# 2026 Calendar



## JANUARY

| M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|
|    |    |    | 1  | 2  | 3  |
| 4  | 5  | 6  | 7  | 8  | 9  |
| 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 |    |    |

## FEBRUARY

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
| 1  | 2  | 3  | 4  | 5  | 6  | 7  |
| 8  | 9  | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |

## MARCH

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
| 1  | 2  | 3  | 4  | 5  | 6  | 7  |
| 8  | 9  | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 |    |    |    |    |

## APRIL

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
|    |    |    | 1  | 2  | 3  | 4  |
| 5  | 6  | 7  | 8  | 9  | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 |    |    |

## MAY

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
|    |    |    |    |    | 1  | 2  |
| 3  | 4  | 5  | 6  | 7  | 8  | 9  |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 |    |    |    |    |    |    |

## JUNE

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
|    | 1  | 2  | 3  | 4  | 5  | 6  |
| 7  | 8  | 9  | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 |    |    |    |    |

## JULY

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
|    |    |    | 1  | 2  | 3  | 4  |
| 5  | 6  | 7  | 8  | 9  | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 |    |

## AUGUST

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
|    |    |    |    |    |    | 1  |
| 2  | 3  | 4  | 5  | 6  | 7  | 8  |
| 9  | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 |    |    |    |    |    |

## SEPTEMBER

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
|    |    | 1  | 2  | 3  | 4  | 5  |
| 6  | 7  | 8  | 9  | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 |    |    |    |

## OCTOBER

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
|    |    |    |    | 1  | 2  | 3  |
| 4  | 5  | 6  | 7  | 8  | 9  | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

## NOVEMBER

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
| 1  | 2  | 3  | 4  | 5  | 6  | 7  |
| 8  | 9  | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 |    |    |    |    |    |

## DECEMBER

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
|    |    | 1  | 2  | 3  | 4  | 5  |
| 6  | 7  | 8  | 9  | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 |    |    |

| OBSERVED HOLIDAYS* |                            |             |                        |
|--------------------|----------------------------|-------------|------------------------|
| January 1          | New Year's Day             | November 11 | Veterans Day           |
| January 19         | Martin Luther King Jr. Day | November 26 | Thanksgiving Day       |
| February 16        | Presidents' Day            | November 27 | Day After Thanksgiving |
| May 25             | Memorial Day               | December 23 | Christmas Day          |
| July 2             | Independence Day           | December 24 | Christmas Eve          |
| September 7        | Labor Day                  | December 31 | New Year's Day         |

- Pay Day
- City Council Meeting
- Cancelled City Council Meeting
- Observed Holiday
- Winter Closure

\*There are observed holidays moved due to closures of Administrative Offices

|   |
|---|
| <b>2026 CITY COUNCIL MEETINGS</b><br><b>DATES/REPORT SUBMITTAL DEADLINE/DUE TO CM DATES</b> |
|---|

| CITY COUNCIL<br>MEETING DATE | REPORT SUBMITTAL<br>DEADLINE (5PM) | REPORT DUE TO CM<br>DEADLINE (5PM) |
|------------------------------|------------------------------------|------------------------------------|
| <del>January 13, 2026</del>  | <b>MEETING CANCELLED</b>           | <b>MEETING CANCELLED</b>           |
| January 27, 2026             | January 12, 2026                   | January 16, 2026                   |
| February 10, 2026            | January 26, 2026                   | January 30, 2026                   |
| February 24, 2026            | February 9, 2026                   | February 13, 2026                  |
| March 10, 2026               | February 23, 2026                  | February 27, 2026                  |
| March 24, 2026               | March 9, 2026                      | March 13, 2026                     |
| April 14, 2026               | March 30, 2026                     | April 3, 2026                      |
| April 28, 2026               | April 13, 2026                     | April 17, 2026                     |
| May 12, 2026                 | April 27, 2026                     | May 1, 2026                        |
| May 26, 2026                 | May 11, 2026                       | May 15, 2026                       |
| June 9, 2026                 | May 26, 2026                       | May 29, 2026                       |
| June 23, 2026                | June 8, 2026                       | June 12, 2026                      |
| July 14, 2026                | June 29, 2026                      | July 3, 2026                       |
| July 28, 2026                | July 13, 2026                      | July 17, 2026                      |
| <del>August 11, 2026</del>   | <b>MEETING CANCELLED</b>           | <b>MEETING CANCELLED</b>           |
| <del>August 25, 2026</del>   | <b>MEETING CANCELLED</b>           | <b>MEETING CANCELLED</b>           |
| September 8, 2026            | August 24, 2026                    | August 28, 2026                    |
| September 22, 2026           | September 7, 2026                  | September 11, 2026                 |
| October 13, 2026             | September 28, 2026                 | October 2, 2026                    |
| October 27, 2026             | October 12, 2026                   | October 16, 2026                   |
| November 10, 2026            | October 26, 2026                   | October 30, 2026                   |
| <del>November 24, 2026</del> | <b>MEETING CANCELLED</b>           | <b>MEETING CANCELLED</b>           |
| December 8, 2026             | November 23, 2026                  | November 27, 2026                  |
| <del>December 22, 2026</del> | <b>MEETING CANCELLED</b>           | <b>MEETING CANCELLED</b>           |



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 25-0452

**Agenda #:** C.

**Agenda Date:** 12/9/2025

**Category:** Consent Calendar

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**FROM:**

City Clerk

**SUBJECT:**

Amendment of the Conflict-of-Interest Code for the City of Fontana, Pursuant to the Political Reform Act of 1974

**RECOMMENDATION:**

Adopt **Resolution No. 2025-104**, of the City Council of the City of Fontana, California, adopting and approving the amended Conflict-of-Interest Code for the City of Fontana, Pursuant to the Political Reform Act of 1974.

**COUNCIL GOALS:**

- Create and maintain a dynamic team by promoting stability and predictability by providing consistent policy direction.
- Create and maintain a dynamic team by ensuring commissions work within clear guidelines to achieve Council goals.

**DISCUSSION:**

The Political Reform Act of 1974, Government Code section 81000, et seq. (the "Act"), requires all public agencies to adopt and maintain a conflict-of-interest code. Because the City recently completed a classification and compensation study that resulted in changes to multiple position titles, it is necessary to amend the Code to ensure it remains accurate and compliant. The Act further requires that agencies regularly review and update their codes as directed by the code reviewing body or when change is necessitated by changed circumstances (Sections 87306 and 87306.5). The City Council is the City's code-reviewing body.

Government Code Section 87303 provides that no code or amendment to a code shall be effective until it has been approved by the code-reviewing body.

Attached is a legislative (redlined) version and final version of the proposed amended Code. The proposed revisions include new positions that must be designated, revising titles of existing positions, revising disclosure categories, and deleting titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions.

**FISCAL IMPACT:**

None.

**MOTION:**

Approve staff recommendation.

**RESOLUTION NO. 2025-104**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, APPROVING AND ADOPTING AN AMENDED CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974.**

**WHEREAS**, the State of California enacted the Political Reform Act of 1974, Government Code Section 81000, et seq. (the "Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the City of Fontana (the "City"), and which requires all public agencies to adopt and promulgate a conflict of interest code; and

**WHEREAS**, the City Council adopted a Conflict of Interest Code (the "Code") which was amended on November 12, 2024, in compliance with the Act; and

**WHEREAS**, subsequent changed circumstances within the City have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the City's Code; and

**WHEREAS**, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief which could result in the City being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

**WHEREAS**, notice of the time and place of a public meeting on, and of consideration by the City Council of, the proposed amended Code was provided to each affected designated employee and was publicly posted for review; and

**WHEREAS**, a public meeting was held upon the proposed amended Code at a regular meeting of the City Council on December 9, 2025, at which all present were given an opportunity to be heard on the proposed amended Code.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Fontana, California, as follows:

**Section 1.** The City Council does hereby approve and adopt the proposed amended Conflict of Interest Code, a copy of which is attached hereto and shall be on file with the City Clerk and available to the public for inspection and copying;

**Section 2.** The said amended Conflict of Interest Code shall become effective immediately after the date of its adoption and approval.

**APPROVED AND ADOPTED** this 9<sup>th</sup> day of December 2025.

**READ AND APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Resolution is the actual Resolution duly and regularly adopted by the City Council at a regular meeting held on the 9<sup>th</sup> day of December 2025, by the following vote to wit:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAIN:**

\_\_\_\_\_  
City Clerk of the City of Fontana

\_\_\_\_\_  
Mayor of the City of Fontana

**ATTEST:**

\_\_\_\_\_  
City Clerk

**LEGISLATIVE VERSION**  
**(SHOWS CHANGES MADE)**

**CONFLICT OF INTEREST CODE**  
**OF THE**  
**CITY OF FONTANA**

# **CONFLICT OF INTEREST CODE FOR THE** **CITY OF FONTANA**

**(Amended December 9, 2025)**

The Political Reform Act (Gov. Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict-of-interest code of the **City of Fontana (the "City")**.

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney and the City Treasurer, shall electronically file their annual statements of economic interests directly with the Fair Political Practices Commission. All other officials and designated positions required to submit a statement of economic interests shall file their statements with the **Chief Deputy City Clerk** as the City's Filing Officer. The **Chief Deputy City Clerk** shall retain the originals of the statements filed by all other officials and designated positions and will make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)

All officials and designated positions required to submit a statement of economic interests shall receive ethics training as required pursuant to Government Code section 53235 (AB 1234). The **Chief Deputy City Clerk**, as the City's Filing Officer, shall annually provide all filers with information on training available to meet the requirements of Section 53235, and maintain required records indicating the dates that filers satisfied the training requirements and the entity that provided the training. These records shall be retained for five years after the date of training and are public records subject to disclosure under the California Public Records Act. (Gov. Code § 53235.2.)

*December 2025*

**APPENDIX**  
**CONFLICT OF INTEREST CODE**  
**OF THE**  
**CITY OF FONTANA**  
**(Amended December 9, 2025)**

**PART “A”**

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, and all Other City Officials who manage public investments as defined by 2 California Code of Regulations Section 18700.3(b), are NOT subject to the City’s Code but must file disclosure statements under Government Code Section 87200 et seq. [Regs. § 18730(b)(3)]

**OFFICIALS WHO MANAGE PUBLIC INVESTMENTS**

It has been determined that the positions listed below are other City Officials who manage public investments.<sup>1</sup> These positions are listed here for informational purposes only.

Chief Financial Officer

Financial Consultants

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<sup>1</sup> An individual holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Government Code § 87200.

## DESIGNATED POSITIONS

### GOVERNED BY THE CONFLICT OF INTEREST CODE

| <u>DESIGNATED POSITIONS'</u><br><u>TITLE OR FUNCTION</u> | <u>DISCLOSURE CATEGORIES</u><br><u>ASSIGNED</u> |
|--|---|
| Accounting Manager                                       | 5   |
| Accounting Supervisor                                    | 5   |
| Administrative Analyst (ALL)                             | 5   |
| Administrative & Finance Manager                         | 5   |
| <b>Aquatics Coordinator</b>                              | <b>5</b>  |
| Assistant Building Official                              | 3, 5, 6   |
| Assistant Engineer                                       | 2, 3, 5, 6                                      |
| Assistant Planner  | 2, 3, 5, 6                                      |
| Associate Engineer                                       | 2, 3, 5, 6                                      |
| Associate Planner  | 2, 3, 5, 6                                      |
|  |   |
| Audio Visual (AV) Productions Supervisor                 | 5   |
| Budget Analyst (ALL)                                     | 4   |
| Budget Manager   | 4   |
| Building Inspector (ALL)                                 | 3, 5, 6   |
| Building Inspections Supervisor                          | 3, 5, 6   |
|  |   |
| Business Systems Analyst (ALL)                           | 5   |

| <u>DESIGNATED POSITIONS'</u><br><u>TITLE OR FUNCTION</u> | <u>DISCLOSURE CATEGORIES</u><br><u>ASSIGNED</u> |
|--|---|
| Buyer  | 4   |
| Chief Deputy City Clerk                                  | 5   |
| Chief of Police  | 5, 6  |
| City Attorney (not filing under Gov Code 87200)          | 1, 2  |
| City Clerk   | 5   |
| City Land Surveyor                                       | 2, 3, 5   |
| Code Compliance Inspector (ALL)                          | 5, 6  |
| Code Compliance Supervisor                               | 5, 6  |
| Code Compliance Manager                                  | 1, 2  |
| Community Services Coordinator                           | 5   |
| Community Services Manager                               | 5   |
| Community Services Superintendent                        | 5   |
| Community Services Supervisor                            | 5   |
| Contracts Analyst  | 5   |
| Data Analyst   | 5   |
| Database Administrator                                   | 5   |
| Deputy City Clerk  | 5   |

| <u>DESIGNATED POSITIONS'</u><br><u>TITLE OR FUNCTION</u> | <u>DISCLOSURE CATEGORIES</u><br><u>ASSIGNED</u> |
|--|---|
| Deputy City Manager                                      | 1, 2  |
| Deputy Director of Public Works                          | 3, 5  |
| Deputy Finance Officer                                   | 1, 2  |
| Permit Supervisor  | 5   |
| Director of Building and Safety                          | 2, 3, 5, 6                                      |
| Director of Community Services                           | 5   |
| Director of HR/Risk Management                           | 5   |
| Director of Planning                                     | 2, 3, 5, 6                                      |
| Dispatch Manager   | 5   |
| Dispatch Supervisor                                      | 5   |
| Economic Development Analyst                             | 2, 3, 5   |
| Emergency Services Coordinator                           | 5   |
| Engineering Manager                                      | 2, 3, 5   |
| Environmental Compliance Manager                         | 2, 3, 5, 6                                      |
| Environmental Compliance Supervisor                      | 5   |
| Equipment Mechanic Supervisor                            | 5   |
| Facilities Maintenance Supervisor                        | 5   |

| <u>DESIGNATED POSITIONS'</u><br><u>TITLE OR FUNCTION</u> | <u>DISCLOSURE CATEGORIES</u><br><u>ASSIGNED</u> |
|--|---|
| GIS Analyst  | 5   |
| GIS Specialist   | 5   |
| GIS Supervisor   | 5   |
| Grants Analyst   | 5   |
| Homeless Solutions Manager                               | 5   |
| Housing Manager  | 2, 3, 5   |
| Housing Technician                                       | 2, 5  |
| Human Resources Analyst (ALL)                            | 5, 7  |
| <u>Human Resources Benefits Analyst</u>                  | <u>5</u>  |
| <u>Human Resources Manager</u>                           | <u>5</u>  |
| Human Resources Specialist                               | 5   |
| Human Resources Technician                               | 5   |
| Information Technology Director                          | 5   |
| IT Customer Service Manager                              | 5   |
| Information Technology Manager                           | 5   |

**DESIGNATED POSITIONS'**  
**TITLE OR FUNCTION**

**DISCLOSURE CATEGORIES**  
**ASSIGNED**

|  |         |
|--|---------|
| Senior IT Systems Analyst                | 5       |
| IT Systems Analyst (ALL)                 | 5       |
| IT Systems Specialist                    | 5       |
| IT Systems Supervisor                    | 5       |
| IT Systems Technician                    | 5       |
| IT Technician (ALL)                      | 5       |
| Landscape Technician II                  | 2, 3, 5 |
| Lead Equipment Mechanic                  | 5       |
| Management Analyst (ALL)                 | 5       |
| Marketing Specialist (ALL)               |         |
| Marketing & Economic Development Manager | 2, 5    |
| Multimedia Production Specialist II      | 5       |
| Office Manager                           | 5       |
| Parks & Landscape Supervisor             | 5       |

| <u>DESIGNATED POSITIONS'</u><br><u>TITLE OR FUNCTION</u> | <u>DISCLOSURE CATEGORIES</u><br><u>ASSIGNED</u> |
|--|---|
| Payroll Supervisor                                       | 5   |
| Planning Inspector                                       | 2, 3, 6   |
| Planning Manager   | 2, 3, 5, 6                                      |
| Planning Technician                                      | 3, 5, 6   |
| Plans Examiner (ALL)                                     | 2, 3, 5, 6                                      |
| Plans Examiner Supervisor                                | 2, 3, 5, 6                                      |
| Police Administrative Analyst (ALL)                      | 5   |
| Police Support Services Administrator                    |   |
| Police Captain   | 5, 6  |
| Police Lieutenant (ALL)                                  | 5, 6  |
| Police Records Manager                                   | 5   |
| Police Records Supervisor                                | 5   |
| Project Coordinator                                      | 2, 3, 5   |
| Public Affairs Manager                                   | 5   |
| Public Information Coordinator                           | 5   |

| <u>DESIGNATED POSITIONS'</u><br><u>TITLE OR FUNCTION</u> | <u>DISCLOSURE CATEGORIES</u><br><u>ASSIGNED</u> |
|--|---|
| Public Works Director/ City Engineer                     | 2, 3, 5, 6                                      |
| Public Works Inspection Supervisor                       | 3, 5, 6   |
| Public Works Inspector (ALL)                             | 3, 5, 6   |
| Public Works Manager                                     | 5   |
| Public Works Supervisor                                  | 5   |
| Purchasing Specialist                                    | 4   |
| Purchasing Supervisor                                    | 4   |
| Purchasing Manager                                       | 4   |
| Records Coordinator                                      | 5   |
| Resource Budget Officer                                  | 4   |
| Revenue Operations Manager                               | 5   |
| Risk Management Analyst                                  | 5, 7  |
| Risk Manager   | 5, 7  |
| Senior Accountant  | 5   |
| Senior Civil Engineer                                    | 2, 3, 5, 6                                      |
| Senior Engineer  | 2, 3, 5, 6                                      |
| Senior Environmental Compliance Inspector                | 5   |
| Senior Landscape Planner                                 | 2, 3, 5, 6                                      |
| Senior Planner   | 2, 3, 5, 6                                      |

| <b><u>DESIGNATED POSITIONS'</u></b><br><b><u>TITLE OR FUNCTION</u></b>         | <b><u>DISCLOSURE CATEGORIES</u></b><br><b><u>ASSIGNED</u></b> |
|--|---|
| Senior Plans Examiner  | 2, 3, 5, 6  |
| Senior Public Safety Systems Analyst   | 5   |
| Senior Traffic Engineer  | 2, 3, 5, 6  |
| Software Development Engineer  | 5   |
| Supervising Animal Services Officer  | 5   |
| Traffic Signal Maintenance Supervisor  | 5   |
| Traffic Engineering Technician   | 5   |
| Transportation Engineering Manager   | 2, 3, 5, 6  |
| <b><u>MEMBERS OF BOARDS,</u></b><br><b><u>COMMITTEES &amp; COMMISSIONS</u></b> |   |
| Oversight Board to Successor Agency  | 1, 2  |
| Project Area Committee   | 1, 2  |
| Successor Agency   | 1, 2  |
| Consultants and New Positions <sup>2</sup>                                     |   |

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<sup>2</sup> Consultants/new positions shall be included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The City Manager may determine in writing that a particular consultant or new position, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's or new position's duties and, based upon that description, a statement of the extent of disclosure requirements., due to the range of duties or contractual obligations, it is more appropriate to designate a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

**DESIGNATED POSITIONS'**  
**TITLE OR FUNCTION**

**DISCLOSURE CATEGORIES**  
**ASSIGNED**

## **PART “B”**

### **DISCLOSURE CATEGORIES**

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which they are assigned.<sup>3</sup> “Investment” means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the City.

Category 1: All investments, business positions in business entities, and sources of income (including receipt of gifts, loans and travel payments) that are located in, do business in or own real property within the jurisdiction of the City.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the City, including any leasehold, beneficial or ownership interest or option to acquire such interest in property.

Category 3: All investments, business positions in business entities, and sources of income (including receipt of gifts, loans and travel payments) that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments, business positions in business entities, and sources of income (including receipt of gifts, loans and travel payments) that provide services (including training or consulting services), products, materials, machinery, vehicles or equipment of a type purchased or leased by the City.

Category 5: All investments, business positions in business entities, and sources of income (including receipt of gifts, loans and travel payments) that provide services (including training or consulting services), products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position’s department, unit or division.

Category 6: All investments, business positions in business entities and sources of income (including receipt of gifts, loans and travel payments) subject to the regulatory, permit, licensing application or other authority or entitlement of the designated position’s department, unit or division.

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<sup>3</sup> This Conflict of Interest Code does not require the reporting of gifts from outside this agency’s jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)

Category 7: All investments, business positions in business entities, and sources of income (including receipt of gifts, loans, and travel payments) if such entities or sources have filed claims against the City in the past 2 years, or have a claim pending before the City.

**CONFLICT OF INTEREST CODE**  
**OF THE**  
**CITY OF FONTANA**

**CONFLICT OF INTEREST CODE FOR THE**  
**CITY OF FONTANA**  
**(Amended December 9, 2025)**

The Political Reform Act (Gov. Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict-of-interest code of the **City of Fontana (the "City")**.

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney and the City Treasurer, shall electronically file their annual statements of economic interests directly with the Fair Political Practices Commission. All other officials and designated positions required to submit a statement of economic interests shall file their statements with the **Chief Deputy City Clerk** as the City's Filing Officer. The **Chief Deputy City Clerk** shall retain the originals of the statements filed by all other officials and designated positions and will make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)

All officials and designated positions required to submit a statement of economic interests shall receive ethics training as required pursuant to Government Code section 53235 (AB 1234). The **Chief Deputy City Clerk**, as the City's Filing Officer, shall annually provide all filers with information on training available to meet the requirements of Section 53235, and maintain required records indicating the dates that filers satisfied the training requirements and the entity that provided the training. These records shall be retained for five years after the date of training and are public records subject to disclosure under the California Public Records Act. (Gov. Code § 53235.2.)

**APPENDIX**  
**CONFLICT OF INTEREST CODE**  
**OF THE**  
**CITY OF FONTANA**  
**(Amended December 9, 2025)**

**PART “A”**

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, and all Other City Officials who manage public investments as defined by 2 California Code of Regulations Section 18700.3(b), are NOT subject to the City’s Code but must file disclosure statements under Government Code Section 87200 et seq. [Regs. § 18730(b)(3)]

**OFFICIALS WHO MANAGE PUBLIC INVESTMENTS**

It has been determined that the positions listed below are other City Officials who manage public investments.<sup>1</sup> These positions are listed here for informational purposes only.

Chief Financial Officer

Financial Consultants

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<sup>1</sup> An individual holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Government Code § 87200.

## DESIGNATED POSITIONS

### GOVERNED BY THE CONFLICT OF INTEREST CODE

| <u>DESIGNATED POSITIONS'</u><br><u>TITLE OR FUNCTION</u> | <u>DISCLOSURE CATEGORIES</u><br><u>ASSIGNED</u> |
|--|---|
| Accounting Manager                                       | 5   |
| Accounting Supervisor                                    | 5   |
| Administrative Analyst (ALL)                             | 5   |
| Administrative & Finance Manager                         | 5   |
| Aquatics Coordinator                                     | 5   |
| Assistant Building Official                              | 3, 5, 6   |
| Assistant Engineer                                       | 2, 3, 5, 6                                      |
| Assistant Planner  | 2, 3, 5, 6                                      |
| Associate Engineer                                       | 2, 3, 5, 6                                      |
| Associate Planner  | 2, 3, 5, 6                                      |
| Audio Visual (AV) Productions Supervisor                 | 5   |
| Budget Analyst (ALL)                                     | 4   |
| Budget Manager   | 4   |
| Building Inspector (ALL)                                 | 3, 5, 6   |
| Building Inspections Supervisor                          | 3, 5, 6   |
| Business Systems Analyst (ALL)                           | 5   |
| Buyer  | 4   |
| Chief Deputy City Clerk                                  | 5   |

| <u>DESIGNATED POSITIONS'</u><br><u>TITLE OR FUNCTION</u> | <u>DISCLOSURE CATEGORIES</u><br><u>ASSIGNED</u> |
|--|---|
| Chief of Police  | 5, 6  |
| City Attorney (not filing under Gov Code 87200)          | 1, 2  |
| City Clerk   | 5   |
| City Land Surveyor                                       | 2, 3, 5   |
| Code Compliance Inspector (ALL)                          | 5, 6  |
| Code Compliance Supervisor                               | 5, 6  |
| Code Compliance Manager                                  | 1, 2  |
| Community Services Coordinator                           | 5   |
| Community Services Manager                               | 5   |
| Community Services Superintendent                        | 5   |
| Community Services Supervisor                            | 5   |
| Contracts Analyst  | 5   |
| Data Analyst   | 5   |
| Database Administrator                                   | 5   |
| Deputy City Clerk  | 5   |
| Deputy City Manager                                      | 1, 2  |
| Deputy Director of Public Works                          | 3, 5  |
| Deputy Finance Officer                                   | 1, 2  |
| Permit Supervisor  | 5   |
| Director of Building and Safety                          | 2, 3, 5, 6                                      |

| <u>DESIGNATED POSITIONS'</u><br><u>TITLE OR FUNCTION</u> | <u>DISCLOSURE CATEGORIES</u><br><u>ASSIGNED</u> |
|--|---|
| Director of Community Services                           | 5   |
| Director of HR/Risk Management                           | 5   |
| Director of Planning                                     | 2, 3, 5, 6                                      |
| Dispatch Manager   | 5   |
| Dispatch Supervisor                                      | 5   |
| Economic Development Analyst                             | 2, 3, 5   |
| Emergency Services Coordinator                           | 5   |
| Engineering Manager                                      | 2, 3, 5   |
| Environmental Compliance Manager                         | 2, 3, 5, 6                                      |
| Environmental Compliance Supervisor                      | 5   |
| Equipment Mechanic Supervisor                            | 5   |
| Facilities Maintenance Supervisor                        | 5   |
| GIS Analyst  | 5   |
| GIS Specialist   | 5   |
| GIS Supervisor   | 5   |
| Grants Analyst   | 5   |
| Homeless Solutions Manager                               | 5   |
| Housing Manager  | 2, 3, 5   |
| Housing Technician                                       | 2, 5  |
| Human Resources Analyst (ALL)                            | 5, 7  |

| <u>DESIGNATED POSITIONS'</u><br><u>TITLE OR FUNCTION</u> | <u>DISCLOSURE CATEGORIES</u><br><u>ASSIGNED</u> |
|--|---|
| <u>Human Resources Benefits Analyst</u>                  | <u>5</u>  |
| <u>Human Resources Manager</u>                           | <u>5</u>  |
| Human Resources Specialist                               | 5   |
| Human Resources Technician                               | 5   |
| Information Technology Director                          | 5   |
| IT Customer Service Manager                              | 5   |
| Information Technology Manager                           | 5   |
| Senior IT Systems Analyst                                | 5   |
| IT Systems Analyst (ALL)                                 | 5   |
| IT Systems Specialist                                    | 5   |
| IT Systems Supervisor                                    | 5   |
| IT Systems Technician                                    | 5   |
| IT Technician (ALL)                                      | 5   |
| Landscape Technician II                                  | 2, 3, 5   |
| Lead Equipment Mechanic                                  | 5   |
| Management Analyst (ALL)                                 | 5   |
| Marketing Specialist (ALL)                               |   |
| Marketing & Economic Development Manager                 | 2, 5  |
| Multimedia Production Specialist II                      | 5   |
| Office Manager   | 5   |

| <u>DESIGNATED POSITIONS'</u><br><u>TITLE OR FUNCTION</u> | <u>DISCLOSURE CATEGORIES</u><br><u>ASSIGNED</u> |
|--|---|
| Parks & Landscape Supervisor                             | 5   |
| Payroll Supervisor                                       | 5   |
| Planning Inspector                                       | 2, 3, 6   |
| Planning Manager   | 2, 3, 5, 6                                      |
| Planning Technician                                      | 3, 5, 6   |
| Plans Examiner (ALL)                                     | 2, 3, 5, 6                                      |
| Plans Examiner Supervisor                                | 2, 3, 5, 6                                      |
| Police Administrative Analyst (ALL)                      | 5   |
| Police Support Services Administrator                    |   |
| Police Captain   | 5, 6  |
| Police Lieutenant (ALL)                                  | 5, 6  |
| Police Records Manager                                   | 5   |
| Police Records Supervisor                                | 5   |
| Project Coordinator                                      | 2, 3, 5   |
| Public Affairs Manager                                   | 5   |
| Public Information Coordinator                           | 5   |
| Public Works Director/ City Engineer                     | 2, 3, 5, 6                                      |
| Public Works Inspection Supervisor                       | 3, 5, 6   |
| Public Works Inspector (ALL)                             | 3, 5, 6   |
| Public Works Manager                                     | 5   |

| <u>DESIGNATED POSITIONS'</u><br><u>TITLE OR FUNCTION</u> | <u>DISCLOSURE CATEGORIES</u><br><u>ASSIGNED</u> |
|--|---|
| Public Works Supervisor                                  | 5   |
| Purchasing Specialist                                    | 4   |
| Purchasing Supervisor                                    | 4   |
| Purchasing Manager                                       | 4   |
| Records Coordinator                                      | 5   |
| Resource Budget Officer                                  | 4   |
| Revenue Operations Manager                               | 5   |
| Risk Management Analyst                                  | 5, 7  |
| Risk Manager   | 5, 7  |
| Senior Accountant  | 5   |
| Senior Civil Engineer                                    | 2, 3, 5, 6                                      |
| Senior Engineer  | 2, 3, 5, 6                                      |
| Senior Environmental Compliance Inspector                | 5   |
| Senior Landscape Planner                                 | 2, 3, 5, 6                                      |
| Senior Planner   | 2, 3, 5, 6                                      |
| Senior Plans Examiner                                    | 2, 3, 5, 6                                      |
| Senior Public Safety Systems Analyst                     | 5   |
| Senior Traffic Engineer                                  | 2, 3, 5, 6                                      |
| Software Development Engineer                            | 5   |
| Supervising Animal Services Officer                      | 5   |

| <u>DESIGNATED POSITIONS'</u><br><u>TITLE OR FUNCTION</u>                       | <u>DISCLOSURE CATEGORIES</u><br><u>ASSIGNED</u> |
|--|---|
| Traffic Signal Maintenance Supervisor  | 5   |
| Traffic Engineering Technician   | 5   |
| Transportation Engineering Manager   | 2, 3, 5, 6                                      |
| <br>   |   |
| <b><u>MEMBERS OF BOARDS,</u></b><br><b><u>COMMITTEES &amp; COMMISSIONS</u></b> |   |
| Oversight Board to Successor Agency  | 1, 2  |
| Project Area Committee   | 1, 2  |
| Successor Agency   | 1, 2  |
| Consultants and New Positions <sup>2</sup>                                     |   |

---

<sup>2</sup> Consultants/new positions shall be included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The City Manager may determine in writing that a particular consultant or new position, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's or new position's duties and, based upon that description, a statement of the extent of disclosure requirements., due to the range of duties or contractual obligations, it is more appropriate to designate a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

## **PART “B”**

### **DISCLOSURE CATEGORIES**

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which they are assigned.<sup>3</sup> “Investment” means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the City.

Category 1: All investments, business positions in business entities, and sources of income (including receipt of gifts, loans and travel payments) that are located in, do business in or own real property within the jurisdiction of the City.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the City, including any leasehold, beneficial or ownership interest or option to acquire such interest in property.

Category 3: All investments, business positions in business entities, and sources of income (including receipt of gifts, loans and travel payments) that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments, business positions in business entities, and sources of income (including receipt of gifts, loans and travel payments) that provide services (including training or consulting services), products, materials, machinery, vehicles or equipment of a type purchased or leased by the City.

Category 5: All investments, business positions in business entities, and sources of income (including receipt of gifts, loans and travel payments) that provide services (including training or consulting services), products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position’s department, unit or division.

Category 6: All investments, business positions in business entities and sources of income (including receipt of gifts, loans and travel payments) subject to the regulatory, permit, licensing application or other authority or entitlement of the designated position’s department, unit or division.

---

<sup>3</sup> This Conflict of Interest Code does not require the reporting of gifts from outside this agency’s jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)

Category 7: All investments, business positions in business entities, and sources of income (including receipt of gifts, loans, and travel payments) if such entities or sources have filed claims against the City in the past 2 years, or have a claim pending before the City.

# NOTICE OF INTENTION TO AMEND THE CONFLICT OF INTEREST CODE OF THE CITY OF FONTANA

NOTICE IS HEREBY GIVEN that the City of Fontana intends to amend its Conflict of Interest Code (the "Code") pursuant to Government Code Section 87306.

The Appendix of the Code designates those employees, members, officers, and consultants who make or participate in the making of decisions and are subject to the disclosure requirements of the City's Code. The City's proposed amendment **includes new positions that must be designated, revise title of an existing position, revise disclosure categories, and delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions.**

The proposed amended Code will be considered by the City Council on December 9, 2025, at 2:00 p.m. at the City Hall, 8353 Sierra Avenue, Fontana, California. Members of the public can submit comments in person or via e-mail at [publiccomments@fontanaca.gov](mailto:publiccomments@fontanaca.gov).

Public comments must be received no later than 12:00 P.M. on the day of the meeting and will be added to the record of the meeting. In the subject line of your email, please indicate the item number.

The proposed amended Code may be reviewed and copies obtained from the office of the City Clerk during regular business hours.



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 25-0581

**Agenda #:** D.

**Agenda Date:** 12/9/2025

**Category:** Consent Calendar

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**FROM:**

Engineering

**SUBJECT:**

Reject All Bids for the Fire Station No. 80 - Training Center (Bid No. DE-24-01-SP)

**RECOMMENDATION:**

Reject All Bids and authorize to re-bid the Fire Station No. 80 - Training Center.

**COUNCIL GOALS:**

- To improve public safety by increasing operational efficiency, visibility and availability.
- To improve public safety by maximizing fire and emergency medical service resources.
- To improve public safety by minimizing impacts from disasters through emergency and disaster preparedness.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.

**DISCUSSION:**

Fire Station No. 80 is a priority one project that involves the construction of a new fire station training center and tower simulator in the western area of the City limits. The proposed site is located at 6585 Cherry Avenue, on the northeast corner of Cherry Avenue and S. Highland Avenue. The new training center and tower simulator will be Phase 1 of the new Fire Station No. 80 project while laying the foundation for the fire station at a later stage in Phase 2.

The new training center will be a single story, 4,193 square foot building, on a parcel of approximately 2.269 gross acres. The training center is designed to accommodate up to 108 occupants in a classroom style setting with the following features:

- Administrative Offices - Public Lobby and Public Restrooms
- Private Restrooms, Locker Rooms, and Showers
- Staff Office Space
- Secure Parking

Additionally, the new training tower simulator will be a custom high rise six-story building along with an underground water tank recovery system. The proposed training tower building will consist of two

sections. The first section features a five-story tower along with a six-story enclosed stair tower. The second section features a two-story structure with a residential-industrial character, including an attached garage. The simulator is intended to provide firefighter training within a controlled, simulated environment that closely replicates real-world fire conditions. Moreover, this project will incorporate an underground water tank recovery system designed to support sustainable and efficient training operations. This system will collect, store, and recycle water used during the fire exercises. This will significantly reduce the need for purveyed water and lower long-term operational costs.

On October 6, 2025, at 11:00 a.m., the bids for this contract were opened. A total of thirteen (13) bids were received ranging from \$14,514,000.00 to \$16,918,000.00. The City received a Bid Protest from the second and fourth bidders. After an extensive bid review and consultation with the City Attorney's office, a number of bidding irregularities were noted from the top four bidder's proposals. To avoid potentially time consuming legal actions that might occur from the various bidders over the bid proposal irregularities, staff is recommending to reject all bids and re-bid the project.

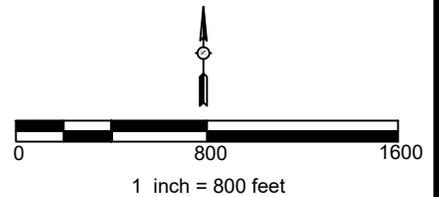
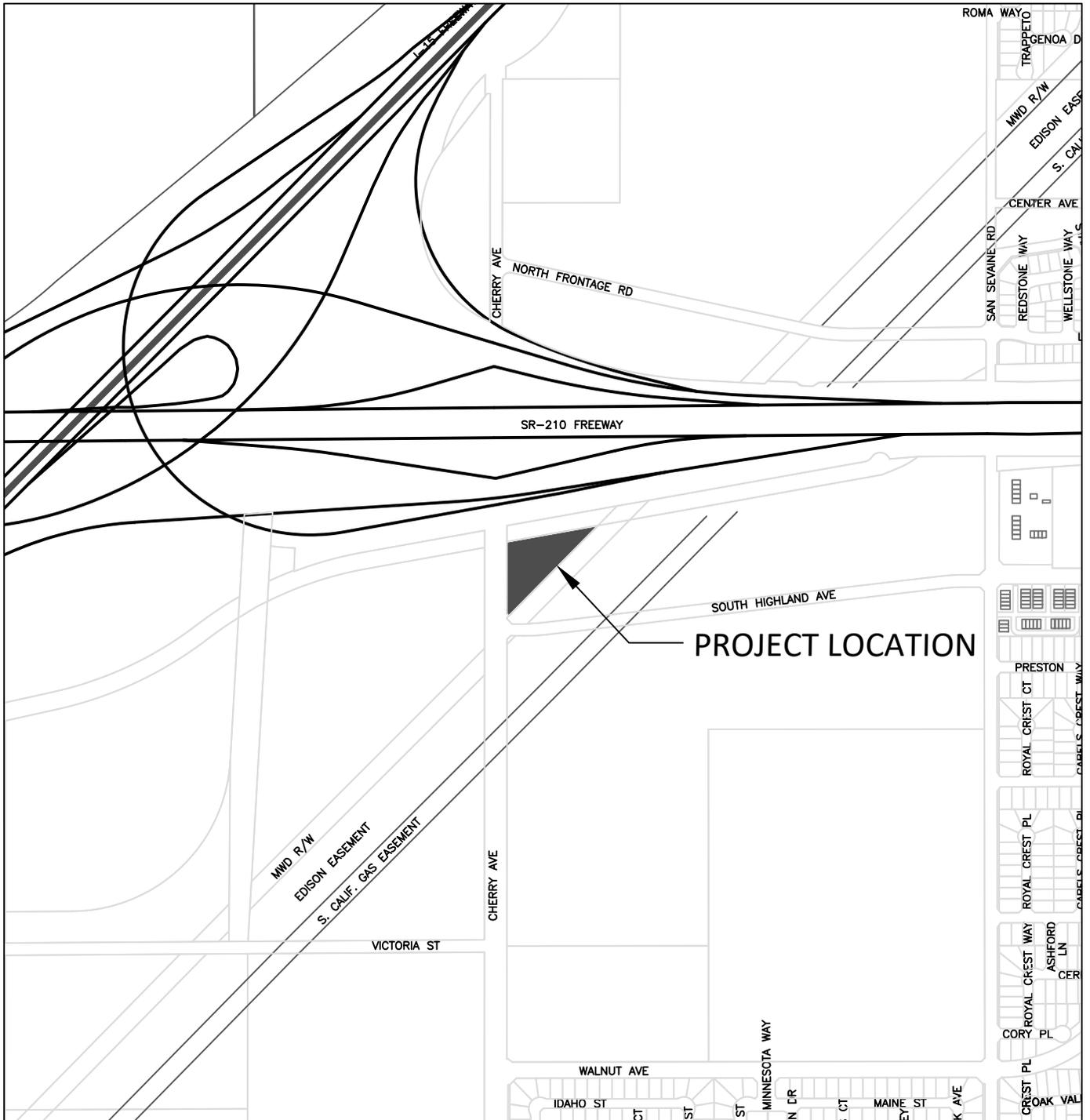
**FISCAL IMPACT:**

No Fiscal Impact

**MOTION:**

Approve staff recommendation.

# FIRE STATION 80 TRAINING CENTER PROJECT





# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 25-0612

**Agenda #:** E.

**Agenda Date:** 12/9/2025

**Category:** Consent Calendar

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**FROM:**

Human Resources

**SUBJECT:**

Adopt the Updated Salary Table for the Non-Classified, Part-time Classifications Due to Minimum Wage Increases.

**RECOMMENDATION:**

Adopt **Resolution No. 2025-105**, a resolution of the City Council of the City of Fontana adopting the non-classified, part-time salary table to comply with minimum wage increases, effective January 1, 2026.

**COUNCIL GOALS:**

- Operate in a businesslike manner by ensuring that the public debate is based on accurate information.
- Operate in a businesslike manner by correcting problems immediately.
- Practice sound fiscal management by producing timely and accurate financial information.
- Practice sound fiscal management by producing transparent information in a timely matter.

**DISCUSSION:**

In an effort to continually provide living wages to all workers, the California Legislature has enacted a state mandate raising minimum wage from its current level of \$16.50 per hour to \$16.90 per hour, effective January 1, 2026.

In order to adhere to the state mandate, the City of Fontana has reassessed current part-time salaries to remain competitive in the marketplace while consistently attracting quality candidates. The City of Fontana also reviewed other salary tables for other classifications that are below \$16.50 per hour. There are no other classifications impacted by this increase.

Staff is recommending the formal adoption by City Council of the attached Salary Table. Formal adoption of this salary table is in accordance with the guidelines provided by the California Public Employee Retirement System (CalPERS).

**FISCAL IMPACT:**

Annual fiscal impact related to the 2026 Minimum Wage increase is estimated at \$103,470 citywide. Total for Community Services Department is estimated at \$95,865 annually, \$85,130 in the General Fund and the difference of \$10,735 in the After School program. No additional funding is needed as the current part-time budget in Community Services is able to absorb costs associated with the minimum wage increase.

**MOTION:**

Approve staff recommendation.

**RESOLUTION NO. 2025-105**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, ADOPTING THE UPDATED SALARY TABLE FOR THE NON-CLASSIFIED, PART-TIME CLASSIFICATIONS DUE TO MINIMUM WAGE INCREASES.**

**WHEREAS**, the City Council of the City of Fontana has adopted the Personnel Rules and Regulations which incorporate the City's Classification and Compensation Plan; and

**WHEREAS**, the Classification and Compensation Plan is not a static plan and requires revisions to reflect organizational changes and workforce needs; and

**WHEREAS**, pursuant to Labor Code section 1182.12 (c), the minimum wage shall increase from \$16.50 per hour to \$16.90 per hour.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Fontana, California, as follows:

**Section 1. Recitals.** The above recitals are true, correct and by this reference incorporated herein.

**Section 2. CEQA.** This Resolution is not a project within the meaning of Section 1538 of the State of California Environmental Quality Act ("CEQA") Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly. The City Council further finds, under Title 14 of the California Code of Regulations, Section 15061(b)(3), that this Resolution is nonetheless exempt for the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Council, therefore, directs that a Notice of Exemption be filed with the County Clerk of the County of San Bernardino in accordance with CEQA Guidelines.

**Section 3. Salary Tables for the Non-Classified, Part-time Classifications, Effective December 27, 2025.** The City Council of the City of Fontana hereby adopts the updated Non-Classified, Part-Time Classifications' salary table effective December 27, 2025, which is attached hereto as Exhibit A and incorporated herein by this reference.

**Section 4. Severability.** If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

**Section 5. Certification.** The City Clerk shall certify to the adoption of this Resolution.

**Section 6. Custodian of Records.** The documents and materials that constitute the record of proceedings on which this Resolution is based are located at the City Clerk's office located at 8353 Sierra Avenue, Fontana, CA 92335. The custodian of records is the City Clerk.

**Section 7. Effective Date:** This Resolution shall become effective immediately upon adoption.

**APPROVED AND ADOPTED** this 9<sup>th</sup> day of December, 2025.

**READ AND APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council of the City of Fontana, hereby certify that the foregoing Resolution is the actual resolution that was duly and regularly adopted by the City Council of the City of Fontana at a regular meeting on the 9<sup>th</sup> day of December, 2025, by the following vote, to wit:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

\_\_\_\_\_  
City Clerk of the City of Fontana

\_\_\_\_\_  
Mayor of the City of Fontana

**ATTEST:**

\_\_\_\_\_  
City Clerk of the City of Fontana

**NON-CLASSIFIED, PART-TIME CLASSIFICATIONS  
HOURLY SALARY TABLE  
Effective 12/27/2025**

| TITLE   | RANGE | STEP 1   | STEP 2        | STEP 3   | STEP 4   | STEP 5   |               |
|---|-------|--|---------------|----------|----------|----------|---------------|
| After School Community Services Assistant I   | PT 01 | \$ 19.19   | \$ 20.15      | \$ 21.16 | \$ 22.22 | \$ 23.34 | <b>HOURLY</b> |
| After School Community Services Assistant II  | PT 02 | \$ 20.38   | \$ 21.41      | \$ 22.49 | \$ 23.62 | \$ 24.81 |               |
| After School Community Services Assistant III | PT 03 | \$ 21.66   | \$ 22.75      | \$ 23.89 | \$ 25.09 | \$ 26.35 |               |
| Animal Services Assistant                     | PT 04 | \$ 16.90   | \$ 17.75      | \$ 18.64 | \$ 19.58 | \$ 20.56 |               |
| Assistant Pool Manager                        | PT 05 | \$ 20.19   | \$ 21.20      | \$ 22.26 | \$ 23.38 | \$ 24.55 |               |
| Audio Visual (AV) Technician I                | PT 28 | \$ 18.80   | \$ 19.74      | \$ 20.73 | \$ 21.77 | \$ 22.86 |               |
| Audio Visual (AV) Technician II               | PT29  | \$ 20.68   | \$ 21.72      | \$ 22.81 | \$ 23.96 | \$ 25.16 |               |
| Boards & Commission Secretary                 | PT 06 | \$ 19.83   | (Step 1 Only) |          |          |          |               |
| Community Services Assistant                  | PT 07 | \$ 16.90   | \$ 17.75      | \$ 18.64 | \$ 19.58 | \$ 20.56 |               |
| Intern I                                      | PT 08 | \$ 16.90   | \$ 17.75      | \$ 18.64 | \$ 19.58 | \$ 20.56 |               |
| Intern II                                     | PT 09 | \$ 17.99   | \$ 18.89      | \$ 19.84 | \$ 20.84 | \$ 21.89 |               |
| Intern III                                    | PT 10 | \$ 19.59   | \$ 20.58      | \$ 21.61 | \$ 22.70 | \$ 23.84 |               |
| IT Applications Programmer                    | PT 11 | \$ 43.42   | (Step 1 Only) |          |          |          |               |
| Lifeguard                                     | PT 12 | \$ 17.00   | \$ 17.85      | \$ 18.75 | \$ 19.69 | \$ 20.68 |               |
| Maintenance Assistant                         | PT 14 | \$ 16.90   | (Step 1 Only) |          |          |          |               |
| Office Assistant                              | PT 15 | \$ 17.47   | \$ 18.34      | \$ 19.26 | \$ 20.23 | \$ 21.25 |               |
| On-Call Police Dispatcher                     | PT 16 | (Refer to Police Benefit Association Salary Table) |               |          |          |          |               |
| Police Background Investigator                | PT 17 | \$ 38.04   | (Step 1 Only) |          |          |          |               |
| Police Cadet                                  | PT 18 | \$ 16.90   | \$ 17.75      | \$ 18.64 | \$ 19.58 | \$ 20.56 |               |
| Police Maintenance Coordinator                | PT 28 | (Refer to Police Benefit Association Salary Table) |               |          |          |          |               |
| Police Reserve Officer                        | PT 19 | \$ 26.61   | (Step 1 Only) |          |          |          |               |
| Pool Manager                                  | PT 20 | \$ 22.01   | \$ 23.12      | \$ 24.28 | \$ 25.50 | \$ 26.78 |               |
| Retired Annuitant/Consultant                  | PT 26 | Salary Range \$16.90 - \$258.00 per hour           |               |          |          |          |               |
| Senior Audio Visual (AV) Technician           | PT 30 | \$ 22.75   | \$ 23.90      | \$ 25.10 | \$ 26.36 | \$ 27.68 |               |
| Senior Community Services Assistant           | PT 21 | \$ 17.99   | \$ 18.89      | \$ 19.84 | \$ 20.84 | \$ 21.89 |               |
| Senior Transportation Specialist              | PT 22 | \$ 20.19   | \$ 21.20      | \$ 22.26 | \$ 23.38 | \$ 24.55 |               |
| Student Trainee                               | PT 23 | \$ 16.90   | (Step 1 Only) |          |          |          |               |

**NON-CLASSIFIED, PART-TIME CLASSIFICATIONS**  
**HOURLY SALARY TABLE**  
**Effective 12/27/2025**

| TITLE                                | RANGE | STEP 1   | STEP 2        | STEP 3   | STEP 4   | STEP 5   |               |  |
|--------------------------------------|-------|----------|---------------|----------|----------|----------|---------------|--|
| Traffic Signal Maintenance Assistant | PT 13 | \$ 16.90 | \$ 17.75      | \$ 18.64 | \$ 19.58 | \$ 20.56 | <b>HOURLY</b> |  |
| Transportation Specialist            | PT 24 | \$ 18.58 | \$ 19.52      | \$ 20.50 | \$ 21.53 | \$ 22.61 |               |  |
| Transportation Specialist Trainee    | PT 27 | \$ 16.90 | (Step 1 Only) |          |          |          |               |  |
| Water Safety Instructor (WSI)        | PT 25 | \$ 18.53 | \$ 19.46      | \$ 20.44 | \$ 21.47 | \$ 22.55 |               |  |



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 25-0630

**Agenda #:** F.

**Agenda Date:** 12/9/2025

**Category:** Consent Calendar

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**FROM:**

Engineering

**SUBJECT:**

Final Acceptance of the Sidewalk Reconstruction Project #1 (Grids 29, 35, 36, and 42) (DE-24-108-SB)

**RECOMMENDATION:**

Accept as complete the work performed by SNZ Contractors, Inc. for the Sidewalk Reconstruction Project #1 (Grids 29, 35, 36, and 42) (DE-24-108-SB).

**COUNCIL GOALS:**

- To invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by focusing on relief of traffic congestion.

**DISCUSSION:**

On February 27, 2024, the City Council authorized the award of a construction contract to SNZ Contractors, Inc. in the amount of \$232,155.00 and authorized a contingency amount of \$23,215.50 for a total contract authorization of \$255,370.50 for the Sidewalk Reconstruction Project #1 (Grids 29, 35, 36, and 42).

Construction began in July 2024 and was completed in December 2024. The project was successfully completed for the final amount of \$233,788.00, an increase of less than 1% from the original contract amount of \$232,155.00 and \$21,582.50 under the total authorized budget. The proposed improvements for Sidewalk Reconstruction Project #1 consisted of the rehabilitation of existing sidewalk, eliminating severely damaged conditions. The project improved sidewalk walkability, increased sidewalk service life, and enhanced the safety of pedestrian traffic.

A stop payment notice was filed by a subcontractor during construction, which temporarily delayed project acceptance. This issue has since been resolved, allowing the project to proceed to final acceptance.

**FISCAL IMPACT:**

As part of the action to accept the construction of the Sidewalk Reconstruction Project #1 (Grids 29, 35, 36, and 42) (Bid No. DE-24-108-SB) as complete for a total of \$233,788.00, the City will take over the maintenance of this public infrastructure. Appropriate funding for the maintenance work is

included in the FY 2025-26 Budget under the Public Works Department, Utilities and Streets Division.

**MOTION:**

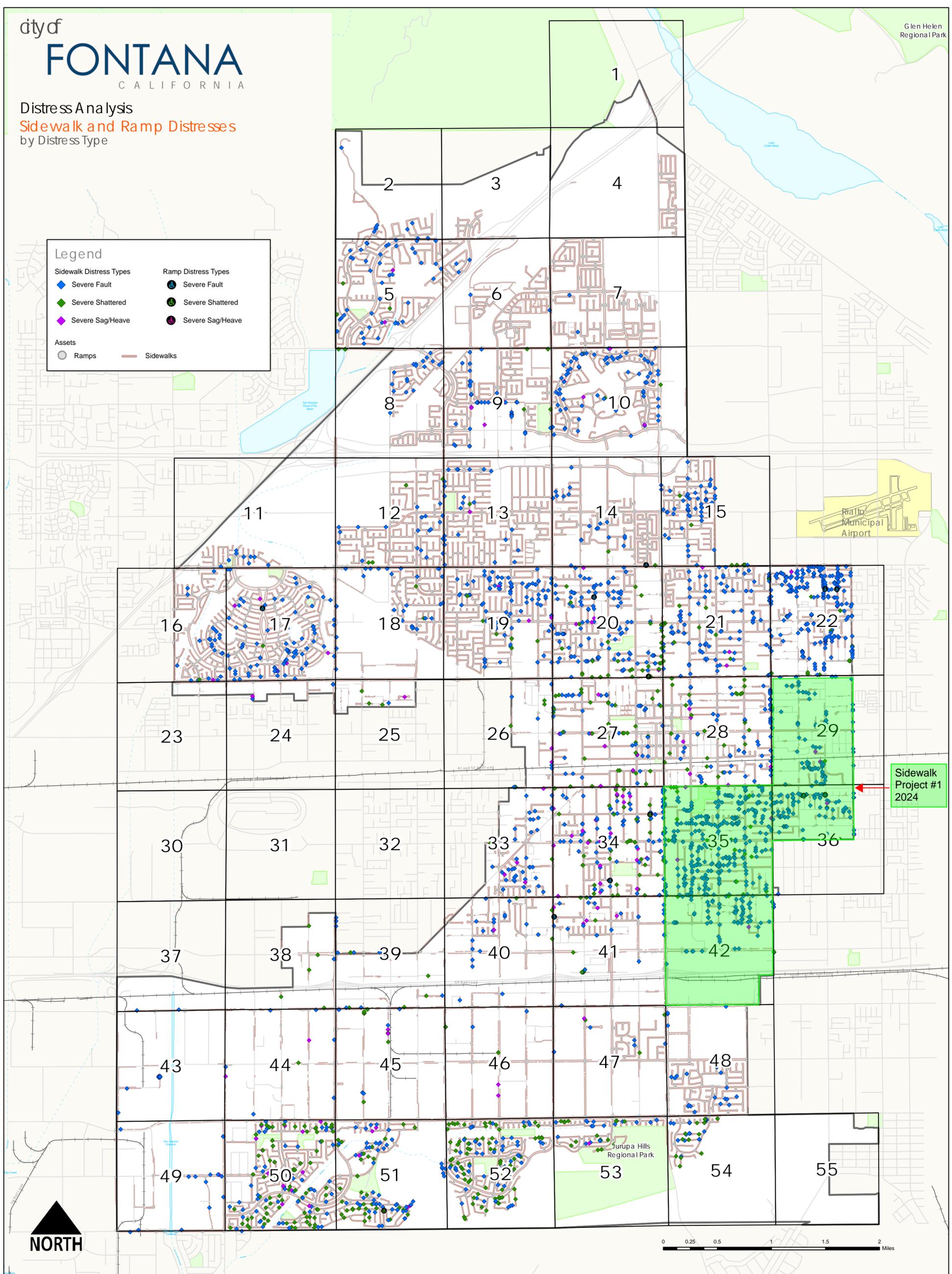
Approve staff recommendation.

Distress Analysis  
**Sidewalk and Ramp Distresses**  
by Distress Type

Glen Helen Regional Park

**Legend**

|                                |                            |
|--------------------------------|----------------------------|
| <b>Sidewalk Distress Types</b> | <b>Ramp Distress Types</b> |
| ◆ Severe Fault                 | ● Severe Fault             |
| ◆ Severe Shattered             | ● Severe Shattered         |
| ◆ Severe Sag/Heave             | ● Severe Sag/Heave         |
| <b>Assets</b>                  |                            |
| ○ Ramps                        | — Sidewalks                |



Sidewalk Project #1 2024





# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 25-0639

**Agenda #:** G.

**Agenda Date:** 12/9/2025

**Category:** Consent Calendar

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**FROM:**

Public Works

**SUBJECT:**

Purchase and install police and safety vehicle equipment for city vehicles.

**RECOMMENDATION:**

1. Authorize the Purchasing Division to utilize the General Services Administration (GSA) contract #GS-07F-0512T to procure and install police and safety vehicle equipment through the contract period of July 31, 2027, per Purchasing Policies and Procedure Manual 3.1.5 Non-Competitive Proposal.
2. Approve the annual purchase of police safety equipment from Dana Safety Supply Inc. for equipment parts and changeover services in an amount not to exceed \$350,000.00.

**COUNCIL GOALS:**

- Improve public safety by increasing operational efficiency, visibility, and availability.
- Operate in a businesslike manner by improving services through the effective use of technology.

**DISCUSSION:**

The Public Works Department is responsible for the maintenance and replacement of 546 City vehicles and pieces of equipment. The City's fleet inventory includes 258 vehicles and equipment assigned to the Fontana Police Department. This agreement will enable the City to purchase police and safety equipment. In addition, the agreement will allow for the removal of emergency equipment from existing vehicles and the installation of this equipment into new vehicle replacements. This agreement also provides warranty and non-warranty repair services for currently installed safety equipment.

Dana Safety Supply, a trusted vendor currently working with the City of Fontana on window glazing upgrades for the Fontana Police Department's black-and-white patrol vehicles, is also equipped to perform comprehensive police emergency equipment installations. Utilizing GSA Contract Number GS-07F-0512T, Dana Safety Supply can provide and install critical law enforcement vehicle equipment, including light bars, sirens, push bumpers, prisoner transport systems, and communication gear. This contract allows for streamlined procurement and ensures compliance with federal acquisition regulations, offering both efficiency and cost-effectiveness for municipal agencies. Dana Safety Supply's proven track record and continued partnership with the City of Fontana position it as a reliable source for outfitting police vehicles to meet modern operational standards.

**FISCAL IMPACT:**

The fiscal impact associated with the approval of this item is not to exceed \$350,000 and is included in the FY 2025/2026 budget in Fleet Fund 751 specifically in Fleet Maintenance, Fleet Replacement - Org # 75137306-8319.

**MOTION:**

Approve staff recommendation



**GENERAL SERVICES ADMINISTRATION**  
Federal Supply Service  
**Authorized Federal Supply Schedule Price List**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*®, a menu-driven database system. The INTERNET address GSA *Advantage!*® is: GSAAdvantage.gov.

## **Multiple Award Schedule**

Contract number: GS-07F-0512T

Contract period: August 1, 2007-July 31, 2027

DANA SAFETY SUPPLY  
1855 CASSAT AVE STE 10  
JACKSONVILLE, FL 33210-1635  
(813) 348-4866

<http://www.danasafetysupply.com>

Contract administrator: Mark Sevigny  
Email: msevigny@danasafetysupply.com

Business size: Small

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov.

Modification PA-0160 effective Jan 11, 2024

\*This is the MOST RECENTLY awarded Contractor Initiated Modification and does NOT include any Mass Modifications

## CUSTOMER INFORMATION

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

| SINs     | SIN Title   |
|----------|---|
| 3152     | Clothing  |
| 3363     | Upfitting of Government-owned Emergency Response Vehicles to Provide Turn-key Solutions |
| 332999   | Law Enforcement Personal Equipment  |
| 336320   | Vehicle Signal and Restraint Equipment  |
| 337215   | Firearm Care  |
| 339113PA | Protective Apparel  |
| OLM      | Order-Level Materials (OLM's)   |

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract: See Pricing Sheet

1c. Hourly Rates: SIN 3363: \$64.84

2. Maximum Order:

SINs 3152, 332999, 336320, 337215, 339113PA: \$250,000

SIN 3363: \$2,000,000 per order

3. Minimum order: None

4. Geographic coverage (delivery area):

SINs 3152, 332999, 336320, 337215, 339113PA:

Domestic, 50 States, The District of Columbia, Puerto Rico, and US Territories

SIN 3363: 48 contiguous states; District of Columbia

5. Point(s) of production (city, county, and State or foreign country):

Products: Varies

Service Centers:

| Service Facility Location                             | Contact Name    | Telephone No.                               | Email Address  |
|---|-----------------|---|--|
| Atlanta, GA - 4729 Nelson Brogdon Blvd, Suite F 30518 | Jake Porter     | 770-557-6191                                | <a href="mailto:jporter@danasafetysupply.com">jporter@danasafetysupply.com</a>     |
| Baton Rouge, LA - 10362 Greenwell Springs Rd 70814    | Donnie Still    | 225-400-8323                                | <a href="mailto:dstill@danasafetysupply.com">dstill@danasafetysupply.com</a>       |
| Columbia, SC - 1555 Old Dairy Dr. 29210               | Mark Coward     | 803-798-3670                                | <a href="mailto:mcoward@danasafetysupply.com">mcoward@danasafetysupply.com</a>     |
| DeLand, FL - 1401 Saratoga St. 32724                  | George Maris    | 805-845-0045                                | <a href="mailto:gmaris@danasafetysupply.com">gmaris@danasafetysupply.com</a>       |
| Ft. Meyers, FL - 3350 Hanson St., Units F & G 33916   | Tom Sabo        | <a href="tel:813-3484866">813-3484866</a>   | <a href="mailto:tsabo@danasafetysupply.com">tsabo@danasafetysupply.com</a>         |
| Ft. Worth, TX - 814 S. Blue Mound Rd. 76131           | Geoff Degioanni | <a href="tel:682-999-2599">682-999-2599</a> | <a href="mailto:geoffrey@danasafetysupply.com">geoffrey@danasafetysupply.com</a>   |
| Greensboro, NC - 4809 Kroger Blvd. 27407              | James Panter    | <a href="tel:336-854-5536">336-854-5536</a> | <a href="mailto:jpanter@danasafetysupply.com">jpanter@danasafetysupply.com</a>     |
| Houston, TX - 6525 Goforth St. 77021                  | Chuck Geocaris  | <a href="tel:713-228-8900">713-228-8900</a> | <a href="mailto:chuck@danasafetysupply.com">chuck@danasafetysupply.com</a>         |
| Jacksonville, FL - 1855 Cassat Ave., Unit 10 32210    | Sidney Wells    | <a href="tel:904-388-7006">904-388-7006</a> | <a href="mailto:swells@danasafetysupply.com">swells@danasafetysupply.com</a>       |
| LaFeria, TX - 202 East Industrial Way 78559           | Maria Rivera    | <a href="tel:281-728-1400">281-728-1400</a> | <a href="mailto:maria@danasafetysupply.com">maria@danasafetysupply.com</a>         |
| Livingston, MT - 33 Sundance Dr. 59047                | Charlton Pino   | 406-220-1902                                | <a href="mailto:cpino@danasafetysupply.com">cpino@danasafetysupply.com</a>         |
| Marietta, GA - 1257 Kennestone Circle, Suite H 30066  | Jack Porter     | 770-480-0884                                | <a href="mailto:jporter@danasafetysupply.com">jporter@danasafetysupply.com</a>     |
| Memphis, TN - 2188 Spicer Cove 38134                  | Darrin Hope     | 901-384-7777                                | <a href="mailto:darrin@danasafetysupply.com">darrin@danasafetysupply.com</a>       |
| Miami, FL - 7001 NW 36th Ave 33147                    | Bill Barnhart   | 305-639-6055                                | <a href="mailto:wbarnhart@danasafetysupply.com">wbarnhart@danasafetysupply.com</a> |
| N. Little Rock, AR - 1100 Hemlock St. 72114           | Justin Lee      | 501-370-9500                                | <a href="mailto:jlee@danasafetysupply.com">jlee@danasafetysupply.com</a>           |
| Orlando, FL - 4832 N Orange Blossom Trail 32810       | George Maris    | 407-880-2769                                | <a href="mailto:gmaris@danasafetysupply.com">gmaris@danasafetysupply.com</a>       |
| Pell City, AL - 1613 Dowzer Ave 35125                 | Nathan Nichols  | 205-338-7001                                | <a href="mailto:nate@danasafetysupply.com">nate@danasafetysupply.com</a>           |
| Pompano Beach - 4100 N. Powerline Rd, Suite W4 33073  | Bill Barnhart   | <a href="tel:954-708-2071">954-708-2071</a> | <a href="mailto:wbarnhart@danasafetysupply.com">wbarnhart@danasafetysupply.com</a> |
| Tallahassee, FL - 4412 Production Court 33916         | Sidney Wells    | 850-765-6145                                | <a href="mailto:swells@danasafetysupply.com">swells@danasafetysupply.com</a>       |
| Tampa, FL - 3810 W. Osborne Ave. 33614                | Tom Sabo        | 813-348-4866                                | <a href="mailto:tsabo@danasafetysupply.com">tsabo@danasafetysupply.com</a>         |

6. Discount from list prices or statement of net price: Government Net Prices (discounts already deducted.)

7. Quantity discounts:

- 2% on 10+ Gamber-Johnson products shipped to one location
- 2% on 10+ Whelen products shipped to one location
- 2% on 10+ Havis products shipped to one location
- 2% on 10+ Laguna products shipped to one location
- 0.5% to 1% on 10+ Setina products shipped to one location. Customers should contact the vendor for specifics

- 1% on 10+ Brooking Industries products shipped to one location
- 1% on 10+ OPS products shipped to one location
- 1% on 10+ Jotto products shipped to one location

8. Prompt payment terms:

Net 30 Days

9. Foreign items: Australia (AU), Bangladesh (BD), Switzerland (CH), Colombia (CO), Dominican Republic (DO), Haiti (HT), Cambodia (KH), Mexico (MX), Taiwan (TW)

10a. Time of delivery:

SINs 3152, 332999, 336320, 337215, 339113PA: 30 Days ARO

SIN 3363: 180 Days or less

10b. Expedited Delivery: Contact vendor

10c. Overnight and 2-day delivery: Contact vendor

10d. Urgent Requirements.; Contact vendor

11. F.O.B. point: Origin pre-paid and add

12a. Ordering address(es): 1855 CASSAT AVE STE 10  
JACKSONVILLE, FL 33210-1635

12b. Ordering procedures: See Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment address(es): 1855 CASSAT AVE STE 10  
JACKSONVILLE, FL 33210-1635

14. Warranty provision: Standard Commercial Warranty Terms & Conditions. Customers should contact the Contractor for a copy of the warranty.

15. Export packing charges: Not Applicable

16. Terms and conditions of rental, maintenance, and repair: Not Applicable

17. Terms and conditions of installation: Not Applicable

18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices: Not Applicable

18b. Terms and conditions for any other services: Not Applicable

19. List of service and distribution points: Not Applicable

20. List of participating dealers: Not Applicable

21. Preventive maintenance: Not Applicable

22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): Not Applicable

22b. If applicable, indicate that Section 508 compliance information is available for the information and communication technology (ICT) products and services offered and show where full details can be found (e.g., Contractor's website or other location). ICT accessibility standards can be found at <http://www.section508.gov/>. Not Applicable

23. Unique Entity Identifier (UEI) number: FDNXL5D5KUF3

24. Notification regarding registration in the System for Award Management (SAM) database. Vendor is registered.

### **Services:**

Dana Safety Supply provides the up-fitting and installation of new equipment on government furnished vehicles. New equipment to be installed can include, but is not limited to, lightbars, interior lightbars, switch control, sirens, speakers, tail light flashers, headlight flashers, surface mount lights, grille lights (Strobe or LED), Deck lights (strobe or LED), windshield lights, hideaway strobe systems, rear deck light systems, mirror beams, flashback brake/back-up light flashers, inside trunk lights, night vision dome lights, mobile data terminals and antennas, scanner radios and antennas, two-way radios and antennas, radar systems, video camera systems, automatic license plate recognition systems, anti-theft devices, barcode scanners, flash lights with chargers, consoles, prisoner partitions, lights on prisoner cages, rear prisoner seats, shotgun racks (both trunk and front mounted), push bumpers, window bars, prisoner door panels, laptop mounts, K-9 interior cages, K-9 interior electronics, trunk vaults, radio electronics tray, power inverters, jumper cable systems, spotlights, running boards, trailer hitches and decals.

All installation services requested by the customer will be performed and charged the same labor rate of \$64.84 per hour regardless of products installed.

Labor Category:  
05010 AUTOMOTIVE ELECTRICIAN (Installation)

This position tests, repairs, overhauls, modifies, and maintains electrical equipment of a specialized nature such as automatic alternator synchronizing equipment, amplifying control units, voltage regulating equipment, generators, switching and control panels, and junction boxes, in motor vehicles such as automobiles, buses and trucks.

These duties include, but are not limited to, installing electrical harnesses, interior and exterior lighting systems, sirens, consoles and radio systems in emergency response vehicles.

Educational Requirement: High School Years of Experience: 2

**Pricing:**

| <b>SIN</b> | <b>Wage Determination Labor<br/>Category Title*</b> | <b>UNIT<br/>OF<br/>ISSUE</b> | <b>GSA Price<br/>Including<br/>IFF</b> |
|------------|---|------------------------------|--|
| 3363       | <i>AUTOMOTIVE ELECTRICIAN</i>                       | <i>Hour</i>                  | <i>\$64.84</i>                         |



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 25-0641

**Agenda #:** H.

**Agenda Date:** 12/9/2025

**Category:** Consent Calendar

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**FROM:**

Innovation & Technology

**SUBJECT:**

Authorize the Renewal of Licensing for Varonis DatAdvantage Data Audit and Protection Software Solution

**RECOMMENDATION:**

1. Authorize the Purchasing Division to utilize the OMNIA Partners IT Solutions, Products, and Services contract #2024056-02 to renew licensing and support for Varonis DatAdvantage Data Audit and Protection Software per Purchasing Policies and Procedure Manual 3.1.5 Non-Competitive Proposal.
2. Approve the purchase from SHI Internation Corp in the amount of \$216,932.08.

**COUNCIL GOALS:**

- Improve public safety by increasing operational efficiency, visibility and availability.
- Operate in a businesslike manner by improving services through the effective use of technology.

**DISCUSSION:**

The City originally implemented the Varonis DatAdvantage Data Audit and Protection software solution as part of the Data Security & Threat Detection project approved under the American Rescue Plan Act (ARPA) Expenditure Plan. This implementation strengthened the City's cybersecurity posture by providing advanced tools to identify, secure, and monitor sensitive data stored across City systems. The software has become a core component of the City's data protection strategy, supporting compliance with federal guidance that encourages investment in technology infrastructure to enhance security, improve data management, and protect sensitive information.

As the City's network environment continues to grow in both scale and complexity, the need for robust data security and continuous monitoring remains critical. The City's cybersecurity assessment identified safeguarding sensitive data-including financial records, payroll information, and personally identifiable information (PII)-as an ongoing high-priority objective. Varonis DatAdvantage provides automated scanning, classification, behavioral analytics, and permissions auditing, enabling the City to quickly detect abnormal activity, reduce unnecessary access to sensitive data, and prevent inadvertent disclosure or unauthorized use.

The Varonis platform has been an effective and reliable tool in helping staff reduce cybersecurity risk, streamline auditing processes, and improve visibility into how data is accessed across the

organization. Renewing the DatAdvantage subscription ensures continued access to essential security features, threat detection capabilities, updated data classifications, and ongoing vendor support.

The proposed renewal follows the term established under the cooperative contract. The initial agreement covers July 2, 2024 through July 1, 2028 and includes up to three additional two-year renewal options, which may extend the contract through July 1, 2034.

**FISCAL IMPACT:**

The renewal cost of \$216,932.08 for year one of the Varonis DatAdvantage software is included in the Innovation and Technology Department's approved operating budget. Funding for subsequent years is also included in the department's approved operating budget and will continue to be budgeted through account number 10226206.

**MOTION:**

Approve staff recommendation.



Information Technology Solutions, Products and Services  
Executive Summary

**Lead Agency:** City of Mesa

**Solicitation:** 2024056

**RFP Issued:** November 16, 2023

**Pre-Proposal Date:** November 30, 2023

**Response Due Date:** December 19, 2023

**Proposals Received:** 11

**Awarded to:** SHI International and CDW Government

The City of Mesa Department of Procurement issued RFP# 2024056 on November 16, 2023 to establish a national cooperative contract for Information Technology Solutions, Products and Services.

The solicitation included cooperative purchasing language in Scope of Work, Section 6:

***OMNIA PARTNERS CONTRACT REQUIREMENTS.*** *The City of Mesa, as the Principal Procurement Agency, defined in ATTACHMENT E, has partnered with OMNIA Partners, Public Sector (“OMNIA Partners”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The City of Mesa is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on ATTACHMENT E, or as otherwise agreed to. ATTACHMENT E contains additional information about OMNIA Partners and the cooperative purchasing program.*

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Mesa website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)
- The Advocate – New Orleans, LA
- The New Jersey Herald, NJ
- Albany Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT
- Las Vegas Review-Journal
- Kennebec Journal, ME

On December 19, 2023, proposals were received from the following offerors:

- Aspire HR
- Axelliant
- Carahsoft
- CDW Government
- Conquest Technology
- DiscountCell
- Free Alliance
- Quality Assurance
- SHI International
- World Wide Technology
- Zones

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with CDW Government LLC and SHI International and proceeding with contract award(s) upon successful completion of negotiations.

Geographic Preferences: No geographic preferences were included in the evaluation of the responses.

The City of Mesa, OMNIA Partners and the following offerors successfully negotiated a contract: CDW Government and SHI International. The City of Mesa executed the agreements, each with a contract effective date of July 2, 2024.

Diversity Certifications: SHI is the largest minority woman owned business (MWBE) in the United States

The suppliers provided federal funds certifications which are available on the OMNIA Partners website for review.

Term:

Initial four-year agreement from July 2, 2024 through July 1, 2028 with the option to renew for three (3) additional two-year periods through July 1, 2034.

Pricing/Discount:

SHI pricing based on a discount off SHI Advertised Price list by category.

CDW-G pricing based on discount off CDW-G Nationally Advertised Pricing (NAP) for all products. The percentages represent the minimum discounts for participating agencies.



Pricing Proposal  
 Quotation #: 26800561  
 Created On: 10/28/2025  
 Valid Until: 10/31/2025

## CA-City of Fontana

### Mike Nollar

8353 SIERRA AVENUE  
 ATTN: ACCOUNTS PAYABLE  
 Fontana, CA 92335  
 United States  
 Phone: 9093507658  
 Fax:  
 Email: mnollar@fontana.org

## Account Executive

### Ryan Heda

SHI HQ  
 290 Davidson Ave  
 Somerset, NJ 08873  
 Phone: 732-850-2735  
 Fax:  
 Email: ryan\_heda@shi.com

All Prices are in US Dollar (USD)

| Product  | Qty  | Your Price   | Total               |
|--|------|--------------|---------------------|
| 1 Varonis Hybrid + MDDR & Copilot SaaS Subscription<br>Varonis - Part#: VHCM-1501-2000SA<br>Contract Name: OMNIA Partners IT Solutions, Products & Services<br>Contract #: 2024056-02<br>Coverage Term: 10/31/2025 – 10/30/2026<br><b>Note:</b> First Year       | 1501 | \$108.05     | \$162,183.05        |
| 2 Collector License<br>Varonis - Part#: CL-1-5OS<br>Contract Name: OMNIA Partners IT Solutions, Products & Services<br>Contract #: 2024056-02<br>Coverage Term: 10/31/2025 – 10/30/2026<br><b>Note:</b> First Year   | 3    | \$1,311.24   | \$3,933.72          |
| 3 Data Lifecycle Automation for Windows SaaS Subscription<br>Varonis - Part#: VLAW-1501-2000SA<br>Contract Name: OMNIA Partners IT Solutions, Products & Services<br>Contract #: 2024056-02<br>Coverage Term: 10/31/2025 – 10/30/2026<br><b>Note:</b> First Year | 1501 | \$5.81       | \$8,720.81          |
| 4 Varonis for Salesforce SaaS Subscription<br>Varonis - Part#: VSF-101-250CS<br>Contract Name: OMNIA Partners IT Solutions, Products & Services<br>Contract #: 2024056-02<br>Coverage Term: 10/31/2025 – 10/30/2026<br><b>Note:</b> First Year                   | 150  | \$280.63     | \$42,094.50         |
|  |      | <b>Total</b> | <b>\$216,932.08</b> |

### Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts,

please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

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*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 25-0654

**Agenda #:** I.

**Agenda Date:** 12/9/2025

**Category:** Consent Calendar

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**FROM:**

Administrative Services

**SUBJECT:**

FY 2024 Emergency Management Performance Grant Program Award (EMPG)

**RECOMMENDATION:**

1. Accept the FY 2024 Emergency Management Performance Grant in the amount of \$23,197.
2. Authorize the Emergency Services Coordinator to sign all related grant documents including extensions or modifications for the grant; and expend funds as outlined in the grant agreement.
3. Approve the City's in-kind match of \$23,197.

**COUNCIL GOALS:**

- Improve public safety by minimizing impacts from disasters through emergency and disaster preparedness.
- Practice sound fiscal management by pursuing grant opportunities.

**DISCUSSION:**

The Federal Emergency Management Agency (FEMA), through the U.S. Department of Homeland Security, provides financial assistance under the Emergency Management Performance Grant (EMPG) Program to support local emergency management capabilities. The program is administered in California by the Governor's Office of Emergency Services (Cal OES) and sub-granted to local jurisdictions through the San Bernardino County Office of Emergency Services. Individual allocations are determined by the County based on population and other programmatic factors established by Cal OES.

The City of Fontana has been awarded \$23,197 in FY 2024 EMPG funds. The grant requires a 50 percent (1:1) local match, which will be met through the City's existing emergency management staff time.

The funding will be used to purchase emergency training equipment to enhance community preparedness outreach as part of the City's Emergency Management Program.

**FISCAL IMPACT:**

The fiscal impact associated with the approval of this item is \$23,197 for the grant award and \$23,197 in in-kind contributions and is included in the 2025-26 current budget in Project #20000001-301-B.

**MOTION:**

Approve staff recommendation.



## Office of Emergency Services

Luther Snoke  
Chief Executive Officer

Crisanta Gonzalez  
Director

June 26, 2025

**TO: FISCAL YEAR 2024 (FY24) EMERGENCY MANAGEMENT  
PERFORMANCE GRANT (EMPG) PROGRAM SUBRECIPIENTS**

**SUBJECT: FY24 EMPG PROJECT APPROVAL NOTIFICATION**

This letter is to inform you that your city/town's application for the FY24 Emergency Management Performance Grant (EMPG) Program has been approved. Please consider this letter as an official authorization to proceed with your organization's FY24 EMPG project(s), on the condition additional approval(s) may be required before incurring additional costs (Environmental and Historic Preservation screening (EHP), Sole Source, etc.).

The performance period for the Operational Area's Grant is conducted from July 1, 2024, to June 30, 2026. In accordance with timelines required by the State of California and the Federal Emergency Management Agency (FEMA), we are requesting your organization reconcile all projects and submit final reports to the Office of Emergency Services (OES) Grants Administration Unit three months prior to the end of the grant to allow for closeout functions. All projects must be completed **on or before March 31, 2026**. Final documentation and reviews must be submitted **on or before April 10, 2026**.

All EMPG prerequisites to include deliverables, reports, and supporting documentation must be submitted to the OES Grants Administration Unit with the authorized agent's signature (wet blue ink).

Please adhere to the following procedures below:

1. **Match:** The EMPG grant requires a dollar-for-dollar cost share and can be fulfilled by utilizing non-federal dollars, via cash or in-kind match (in-kind must have prior approval, please see attached FY24 EMPG Match Guidance). When requesting reimbursement, both the cash match and in-kind match must be submitted with proper supporting documentation. See Attachment Q for requirements related to in-kind match.
2. **Modifications:** Any changes to the previously submitted project will require pre-approval from the State of California, prior to incurring any cost(s). The final modification is **due by December 31, 2025**.
3. **Performance Reports:** Track and report all cumulative project progress/status and submit quarterly reports timely. Quarterly Performance Reports are due on their respective dates. Please refer to your Subrecipient Application Workbook pg. 9-10, Attachment O, attached Performance Report and save the dates to your calendar.
4. **Reimbursement Requests:** Please submit copies of original invoices clearly outlining the grant item(s) purchased, proof of payment(s), SAM.gov verification, (two) sets of legible color photos (equip), (three) quotes/bids, payroll reports, and personnel activity reports.

### BOARD OF SUPERVISORS

COL. PAUL COOK (RET.)  
First District

JESSE ARMENDAREZ  
Second District

DAWN ROWE  
Chair, Third District

CURT HAGMAN  
Fourth District

JOE BACA, JR.  
Vice Chair, Fifth District

Luther Snoke **99**  
Chief Executive Officer

SUBJECT  
DATE  
PAGE 2 of 2

For the complete list of requirements, please refer to the attached Grant Reimbursement Checklist (attached).

5. If purchasing equipment, contact Louie Camacho at [Louie.Camacho@oes.sbcounty.gov](mailto:Louie.Camacho@oes.sbcounty.gov) and cc Gustavo Mendoza by February 27, 2026.
6. If you have a Training project, ensure you refer to the **FY 2024 EMPG State Supplement** to the Federal Notice of Funding Opportunity (NOFO) in Section 4 and Section 6.
7. Procurement: Refer to the **FY 2024 EMPG State Supplement** to the Federal Notice of Funding Opportunity (NOFO) in Section 6 and 2 C.F.R. Part 200 Subpart D – Procurement Standards. Please follow the most stringent policy procedures.

Directions and guidance have been provided for you with any additional grant information as outlined in the State and Federal guidelines. The FY24 EMPG Subrecipient Agreement and FY24 Application Workbook, have been previously completed and signed by your jurisdiction. In addition, please be advised that acceptance of the FY24 EMPG grant funds make your jurisdiction subject to compliance with the FY24 EMPG Grant Assurances.

Please review the attached FY24 Emergency Management Performance Grant, Approved Project Worksheet for details and allocation amounts. If project modification(s) are required, please contact the OES Grants Administrative Unit.

Submit signed documents electronically to Gustavo Mendoza at [gustavo.mendoza@oes.sbcounty.gov](mailto:gustavo.mendoza@oes.sbcounty.gov) and mail the original with wet signature to:

San Bernardino Office of Emergency Services  
Attn: Grants Administration Unit  
1743 Miro Way.  
Rialto, CA 92376-8630

Sincerely,



**Crisanta Gonzalez,**  
Director,  
Office of Emergency Services

CG:gm

cc: Grant Administration Unit

Attachments

**San Bernardino County Operational Area  
 FY2024 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM  
 APPROVED PROJECT WORKSHEET**

| City of Fontana   |  |  |              |                                 |                                 |                  |                          |                   |                             |          |
|---|--|--|--------------|---------------------------------|---------------------------------|------------------|--------------------------|-------------------|-----------------------------|----------|
| #   | Project*   | Description  | AEL #        | AEL Title/ Expenditure Category | Solution Area Sub-Category      | Total Cost       | Amount PAID by the Grant | Remaining Balance | Project Completion Deadline | Comments |
| E   | City of Fontana / Exercise - Indoor Fire Trainer Prop for CERT | The City of Fontana proposes to purchase an indoor fire trainer prop to enhance Community Emergency Response Team (CERT) training capabilities. This equipment will enable realistic, hands-on fire suppression practice in a safe and controlled indoor environment, allowing CERT volunteers to practice proper fire extinguisher techniques and suppression strategies. This project will improve volunteer safety, operational confidence, and readiness for actual emergencies. □ | 21GN-00-CCEQ | Equipment, Citizen Corps        | 21 - Other Authorized Equipment | \$ 23,197        |                          | \$ 23,197         | 3/31/2026                   |          |
| * Please ensure that (3) vendor quotes are obtained on all equipment purchases. Verify that vendor(s) is not barred in SAM.gov prior to selecting vendor. |  |  |              |                                 |                                 |                  |                          |                   |                             |          |
| <b>Total Allocation</b>   |  |  |              |                                 |                                 | <b>\$ 23,197</b> | <b>-</b>                 | <b>\$ 23,197</b>  |                             |          |

Project Allocation - Last Updated June 2025



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 25-0658

**Agenda #:** J.

**Agenda Date:** 12/9/2025

**Category:** Consent Calendar

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**FROM:**

Human Resources

**SUBJECT:**

Ratification of the 2024 - 2028 Memorandum of Understanding for the Fontana Police Management Association.

**RECOMMENDATION:**

Adopt **Resolution No. 2025-106**, a resolution of the City Council of the City of Fontana, California, approving the Memorandum of Understanding and the updated salary tables between the Fontana Police Management Association and the City to establish terms of employment.

**COUNCIL GOALS:**

- Operate in a businesslike manner by ensuring that the public debate is based on accurate information.
- Practice sound fiscal management by producing timely and accurate financial information.
- Practice sound fiscal management by living within our means while investing in the future.
- Create and maintain a dynamic team by promoting stability and predictability by providing consistent policy direction.
- Create and maintain a dynamic team by communicating Goals and Objectives to all commissions and employees.
- Create and maintain a dynamic team by emphasizing staff development.

**DISCUSSION:**

On February 14, 2023, the City Council awarded an agreement to Public Sector Personnel Consultants (PSPC) to assess the competitiveness of the City's current classification and compensation structure for all positions city-wide. A Classification and Compensation Study was conducted, and the findings were presented to the City Council during Closed Session on May 14, 2024. At that time, the City Council directed staff to develop a pathway toward competitive pay as part of their goal to address employee recruitment, retention, and stability.

Coinciding with these efforts, the Memorandum of Understanding ("MOU") between the City and the Fontana Police Management Association ("PMA") expired on June 30, 2024. The City and the PMA have been negotiating in good faith since May 2024, with the implementation plan outlined below incorporated into these negotiations.

Tentative Agreement

The City has concluded negotiations with the PMA, agreeing on terms and conditions of employment

outlined in the attached MOU. Staff is recommending the formal ratification of the MOU.

The tentative agreement reached with the PMA spans a four (4) year period, ending June 30, 2028. Highlights include:

- A one-time bonus payment of \$12,500 for eligible members.
- A 6.6% base salary increase, effective October 18, 2025.
- A 4.0% base salary increase, effective May 16, 2026.
- A 2.5% base salary increase, effective September 19, 2026.
- A 2.5% base salary increase, effective April 17, 2027.
- A 3.0% base salary increase, effective August 7, 2027.
- A 4.5% base salary increase, effective March 4, 2028.
- An increase of \$250 to each tier of Longevity Pay, effective July 2027.
- An increase of \$50 annually for Uniform Allowance.
- An increase of \$175 to the bulletproof vest replacement value.
- An increase of \$75 to On-Call Pay for Sergeants and Lieutenants, effective July 2027.

The updated salary tables for the PMA throughout the 2025-26 fiscal year are also being presented. Formal adoption of all City salary tables is in accordance with the guidelines provided by the California Public Employee Retirement System (CalPERS).

**FISCAL IMPACT:**

The fiscal impact associated with the approval of this item is estimated to be \$3.5 million for the full term of the contract. Costs associated with 2025-26 are estimated to be \$1.1 million which includes a per member one-time bonus of \$12,500 for a total cost of \$456,525 and is not included in the 2025-26 current budget. Necessary adjustments will be included in the Mid-Year Budget Report.

**MOTION:**

Approve staff recommendation.

**RESOLUTION NO. 2025-106**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, APPROVING THE MEMORANDUM OF UNDERSTANDING AND THE UPDATED SALARY TABLES BETWEEN THE FONTANA POLICE MANAGEMENT ASSOCIATION AND THE CITY TO ESTABLISH TERMS OF EMPLOYMENT.**

**WHEREAS**, on July 22, 2021, the City Council of the City of Fontana (City Council) adopted a Memorandum of Understanding (MOU) between the City of Fontana (City) and the Fontana Police Management Association (PMA) to establish the terms and conditions of employment for its employees; and

**WHEREAS**, the City created a side letter agreement which served as an addendum to the current MOU for the PMA, which updated the terms and compensation levels for this group; and

**WHEREAS**, the previously adopted MOU and subsequent side letter agreement for the PMA expired on June 30, 2024, and the City and the PMA have met and conferred in good faith and have reached an agreement on new terms of employment; and

**WHEREAS**, the City Council has adopted the Personnel Rules and Regulations which incorporate the City's Classification and Compensation Plan; and

**WHEREAS**, the Classification and Compensation Plan is not a static document and requires periodic revisions to reflect organizational changes and workforce needs; and

**WHEREAS**, the new MOU includes base salary increases over the term of the agreement, which incorporate adjustments necessary to maintain classifications at market-competitive levels; and

**WHEREAS**, the City Council desires to enter into an agreement with the PMA to formally establish these new terms, along with the updated salary tables, to reflect these negotiated changes.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Fontana, California, as follows:

**Section 1. Recitals.** The above recitals are true, correct and incorporated herein by this reference.

**Section 2. CEQA.** This Resolution is not a project within the meaning of Section 1538 of the State of California Environmental Quality Act ("CEQA") Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly.

The City Council further finds, under Title 14 of the California Code of Regulations, Section 15061(b)(3), that this Resolution is nonetheless exempt for the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Council, therefore, directs that a Notice of Exemption be filed with the County Clerk of the County of San Bernardino in accordance with CEQA Guidelines.

**Section 3. PMA MOU.** The City Council of the City of Fontana hereby approves and adopts the Memorandum of Understanding between the City and the Fontana Police Management Association, attached hereto as Exhibit A and incorporated herein by this reference.

**Section 4. Salary Tables for the PMA, Effective October 18, 2025.** The City Council of the City of Fontana hereby adopts the updated Fontana Police Management Association salary table effective October 18, 2025, which is attached hereto as Exhibit B and incorporated herein by this reference.

**Section 5. Salary Tables for the PMA, Effective May 16, 2026.** The City Council of the City of Fontana hereby adopts the updated Fontana Police Management Association salary table effective May 16, 2026, which is attached hereto as Exhibit C and incorporated herein by this reference.

**Section 6. Severability.** If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

**Section 7. Certification.** The City Clerk shall certify to the adoption of this Resolution.

**Section 8. Custodian of Records.** The documents and materials that constitute the record of proceedings on which this Resolution is based are located at the City Clerk's office located at 8353 Sierra Avenue, Fontana, CA 92335. The custodian of records is the City Clerk.

**Section 9. Effective Date:** This Resolution shall become effective immediately upon adoption.

**APPROVED AND ADOPTED** this 9<sup>th</sup> day of December, 2025.

**READ AND APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Resolution is the actual Resolution duly and regularly adopted by the City Council of said City at a regular meeting thereof, held on the 9<sup>th</sup> day of December 2025, by the following vote to wit:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAIN:**

\_\_\_\_\_  
City Clerk of the City of Fontana

\_\_\_\_\_  
Mayor of the City of Fontana

**ATTEST:**

\_\_\_\_\_  
City Clerk



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

**CITY OF FONTANA**

**AND THE**

**FONTANA POLICE MANAGEMENT ASSOCIATION**

**FOR THE PERIOD OF**

**JULY 1, 2024 THROUGH JUNE 30, 2028**

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**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF FONTANA AND  
THE FONTANA POLICE MANAGEMENT ASSOCIATION**

This Memorandum of Understanding (hereinafter referred to as the MOU) is entered into by and between the City of Fontana (hereinafter referred to as the City) and the Fontana Police Management Association (hereinafter referred to as the Association). Except as otherwise provided in this MOU, all of its provisions shall be applicable to all employees in the job classifications of Sergeant, Lieutenant, and Captain for the period commencing **July 1, 2024 and ending June 30, 2028.**

The City and Association acknowledge that the City is working toward implementation of a new Human Resources & Payroll System (“System”) during the term of this MOU. The completion and readiness of the System shall be a reopener as to all issues that are impacted. To the extent the System’s implementation may impact terms and conditions of employment, the parties will meet, confer, and negotiate prior to implementation.

**ARTICLE 1: RECOGNITION**

The Association has been formally recognized by the City of Fontana to represent all employees in the job classifications of Sergeant, Lieutenant, and Captain for the purpose of representing them in their employment relations with the City.

**ARTICLE 2: CITY PERSONNEL RULES AND REGULATIONS**

It is understood and agreed that there exists within the City, in written or unwritten form certain personnel rules, policies, practices and benefits, generally contained in the “City of Fontana’s Personnel Rules and Regulations,” and “City of Fontana Employer-Employee Resolution” as amended thereafter by City resolutions and Memoranda of Understanding. Those rules, policies and benefits, which are subject to the meet and confer process, will continue in effect, except for those provisions modified by this MOU, unless and until modified by mutual agreement of the parties and enacted by the City Council, if necessary, in accordance with state laws, orders, regulations, official instructions or policies.

**ARTICLE 3: ZIPPER CLAUSE**

The parties acknowledge that during the meet and confer sessions which resulted in this MOU each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of meeting and conferring, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this MOU.

Therefore, the City and the Association, for the life of this MOU, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter referred to or covered in this MOU,

or with respect to any subject or matter not specifically referred to or covered in this MOU, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they have met and conferred or signed this MOU.

## **ARTICLE 4: DUES DEDUCTIONS**

### Section 1 - Dues Deduction Authorization

Members of the Fontana Police Management Association may authorize Association dues deductions by submitting a written authorization to the Association, who will then notify the City of such deductions. Said authorization shall remain in effect unless withdrawn in writing, or unless the employee terminates employment or transfers from the Association represented unit.

### Section 2 - Non-Pay Status

If an employee is in a non-pay status, the employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues deduction authorized. When a member in good standing of the Association is in a non-pay status for an entire pay period, no dues withholding will be made to cover that pay period. In the case of an employee who is in a non-pay status during only a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over employee organization dues.

### Section 3 - Hold Harmless

The Association shall indemnify, defend and hold the City of Fontana harmless against any claims made, and against any suit instituted against the City of Fontana on account of check-off or employee organization dues. In addition, The Association shall refund to the City of Fontana any amounts paid to it in error, upon presentation of supporting evidence.

## **ARTICLE 5: WAGES, SALARY DIFFERENTIAL, POST CERTIFICATE PAY, UNIFORMED SERGEANTS ADMINISTRATIVE COMPENSATION, SHIFT DIFFERENTIAL**

### A. Wages

1. Effective October 18, 2025, each employee/classification represented by the Association shall receive a 6.6% base salary increase.
2. Effective May 16, 2026, each employee/classification represented by the Association shall receive a 4.0% base salary increase.

3. Effective September 19, 2026, each employee/classification represented by the Association shall receive a 2.5% base salary increase.
4. Effective April 17, 2027, each employee/classification represented by the Association shall receive a 2.5% base salary increase.
5. Effective August 7, 2027, each employee/classification represented by the Association shall receive a 3.0% base salary increase.
6. Effective March 4, 2028, each employee/classification represented by the Association shall receive a 4.5% base salary increase.
7. One-Time Bonus Payment
  - a) Eligible PMA members, as defined below, shall receive a one-time bonus payment in the amount of twelve thousand five hundred dollars (\$12,500). For purposes of this section, an eligible PMA member is defined as a PMA member who meets all of the following conditions:
    - i. The employee must have held a classification represented by the PMA on or before June 30, 2024, and
    - ii. The employee must be a current PMA member as of the date of City Council ratification of this MOU.
  - b) This one-time bonus shall be paid via direct deposit with the employee's normal paycheck on or before January 2, 2026.
  - c) It is agreed and understood that this one-time bonus shall be taxed but shall not be reported to CalPERS for retirement calculations and/or any other purposes.
8. A review and update of survey cities selected by the City will be conducted during the term of this contract.
9. A "Benchmark" salary survey utilizing the newly agreed upon survey cities will be conducted prior to the next negotiations process. The "Benchmark" survey will measure the base wages, including Intermediate P.O.S.T., for the classification of Police Sergeant. The final survey documents will be reviewed and discussed with the PMA representatives.

B. Salary Differential

For this contract only, effective the beginning of the pay period following July 1, 2021, the City will review each classification represented by the Association to ensure the salary differentials are maintained as indicated below. For all subsequent years, the City will

annually (January of each year) review each classification represented by the Association to ensure the salary differentials are maintained as follows:

- \* Top step Sergeants with Advanced Post will be no less than nineteen (19) percent above the base pay of Top step Corporals with Advanced Post certificates
- \* Top step Lieutenants with an Advanced Post will be no less than twenty-two (22) percent above Top Step Sergeants with an Advanced Post
- \* Top step Captains with an Advanced Post will be no less than fifteen (15) percent above Top Step Lieutenants with an Advanced Post

C. P.O.S.T. Certificate Pay

Employees represented by the Association who possess a Supervisory or a Management P.O.S.T. certificate will receive annual certificate pay. Effective July 1, 2021, the employee will receive a \$3,750 payment for a Supervisory P.O.S.T certificate or a \$5,750 payment for a Management P.O.S.T. certificate. Effective July 1, 2022, the employee will receive a \$4,000 payment for a Supervisory P.O.S.T certificate or a \$6,000 payment for a Management P.O.S.T. certificate.

Employees who have qualified and applied for their applicable P.O.S.T. certificate between July 1<sup>st</sup> and December 31<sup>st</sup> of the calendar year will receive their Certificate Pay on their normal paycheck within two pay periods following P.O.S.T.'s receipt of application. Employees who have qualified and applied for their applicable P.O.S.T. certificate between January 1<sup>st</sup> and June 30<sup>th</sup> of the calendar year will receive their P.O.S.T. Certificate Pay with the normal annual payout in July. For example, an employee who has qualified and applied for their Supervisory P.O.S.T. on August 1<sup>st</sup> will receive their P.O.S.T. Certificate Pay within two pay periods following P.O.S.T.'s receipt of application, and thereafter annually in July. An employee who has qualified and applied for their Supervisory P.O.S.T. on January 15<sup>th</sup> will be paid their P.O.S.T. Certificate Pay annually in July. If a member obtains their Management Certificate between July 1<sup>st</sup> and December 31<sup>st</sup>, the member will then receive only the difference between the Supervisory and Management Certification pay levels.

All employees who receive certificate pay without the official certificate being granted by P.O.S.T. must sign a P.O.S.T. Certificate Waiver form. In addition, Association members will no longer be eligible for the City's Educational Expense Reimbursement Program.

D. Uniformed Sergeants Administrative Compensation

Effective July 1, 2008, the City will provide all Sergeants with compensation for briefing preparation. Effective August 9, 2014 the compensation will be two (2) hours of pay or comp-time per pay period. This time is used to prepare for their shift and to complete all necessary administrative duties.

E. Shift Differential

Effective July 1, 2002, all unit employees are eligible to receive shift differential pay for hours actually worked as follows:

- a) 1800 to 2300 shall receive 2.5% differential pay; and
- b) 2301 to 0600 shall be paid 5% differential pay.

Shift Differential Pay shall be reported to CalPERS as required by law.

**ARTICLE 6: PERSONAL LEAVE ACCRUAL, LEAVE ACCRUAL LIMITS, AND LEAVE CASH-OUT**

A. Personal Leave Accrual

The personal leave accrual rate based upon years or completed service with the City of Fontana is as follows:

| <u>YEARS OF SERVICE</u>         | <u>ANNUAL HOURS ACCRUED</u> | <u>PAY PERIOD ACCUMULATION</u> |
|---------------------------------|-----------------------------|--------------------------------|
| Less than 2 Years               | 224 hours                   | 8.62 hours                     |
| 2 Years but less than 4 Years   | 240 hours                   | 9.23 hours                     |
| 4 Years but less than 6 Years   | 256 hours                   | 9.85 hours                     |
| 6 Years but less than 8 Years   | 264 hours                   | 10.15 hours                    |
| 8 Years but less than 10 Years  | 272 hours                   | 10.46 hours                    |
| 10 Years but less than 14 Years | 280 hours                   | 10.77 hours                    |
| 14 Years but less than 18 Years | 296 hours                   | 11.38 hours                    |
| 18 Years +                      | 312 hours                   | 12.00 hours                    |

B. Personal Leave Accrual Limits

Effective the first full pay period after July 1, 2027, the total number of personal leave hours which can be accrued in their personal leave bank at any given time is a maximum of three (3) times the employees annual personal leave accrual. The application of the maximum accrual limit will be made on a pay period by pay period basis. Once the maximum accrual limit is met, employees will cease to accrue personal leave time until the next pay period in which they have reduced their personal leave below their accrual limit. The City Manager, at their discretion, reserves the right to payout an employee's accrued personal leave time which is in excess of the three (3) year ceiling and/or the current maximum, when such payment has been determined to be in the best interest of the City.

C. Personal Leave Cash-Out

For all employees occupying a classification covered by this MOU, the maximum amount of leave time (personal leave, compensatory time or a combination of both) which can be cashed out under the City's "Leave Plans" is one hundred and twenty (120) hours per calendar year. The requested cash out can be made at either or both dates below not to exceed the maximum amount listed in this Article per calendar year subject to the following provisions:

| <b>Payment Dates</b>                         |
|--|
| • On or before July 31 <sup>st</sup>         |
| • On or before the second Friday in December |

Cash-out Provisions: Employees may make a written election to cash out or defer up to 120 hours of leave time (personal leave, compensatory leave pay, or a combination of both) so long as all the following rules are followed:

- Once employees accrue 120 hours of leave time (personal leave, compensatory leave pay, or a combination of both).
- Employees who elect to cash-out leave time must submit a written election to cash-out some of the leave time (personal leave time, compensatory time, or a combination of up to a total of 120 hours), that the employee will accrue in the following year.
- Such written election to cash-out leave time must be made by the employee on or before December 31<sup>st</sup> of the year prior to the employee's payout date for the leave time being cashed-out.
- Such election will be irrevocable once made.
- The payout date for the cashed-out leave time will be on or before July 31<sup>st</sup> and/or the second Friday in December, and must be a date by which the employee will have accrued in such payout year leave time which equals or exceeds the amount of leave time which the employee has elected to cash out.
- The written election to cash-out leave time shall designate the date (on or before July 31<sup>st</sup> and/or the second Friday in December) which the cashed-out leave time will be paid.
- Employees' leave time may not be reduced to less than eighty (80) hours as a result of participation in the leave cash out.

Employee's leave time (as mentioned above) may not be reduced to less than eighty (80) hours as a result of participation in the annual leave cash out. An exception to the minimum balance may be made, at the discretion of the City Manager, due to catastrophic circumstances.

The City Manager will annually determine if the City Council's goal of a 15% general fund fiscal reserve and a 10% infrastructure reserve, as identified in the City Budget, have been achieved for each subsequent fiscal year. If the above goals are determined to have been met, the maximum amount of leave time which can be cashed out will increase

to one hundred and fifty (150) hours for the classifications of Police Sergeant and Police Lieutenant (July 2021) and two hundred (200) hours for the classification of Police Captain, providing additional general funds are available.

D. Negative Leave Usage

All provisions regarding negative leave usage have been eliminated. Employees may only use time already accrued. The City Manager may, upon written request, approve exceptions to this provision under extraordinary circumstances and with the employee providing a written deduction authorization allowing the City to withhold any monies owed from this negative leave usage from the employee’s final paycheck.

**ARTICLE 7: BILINGUAL DIFFERENTIAL**

The City shall pay one hundred dollars (\$100) per pay period for those employees who are assigned by the Department Head to assist with providing translation to and from a foreign language and other related services. Eligible employees will be required to pass a test which shall be administered by a qualified agency or individual.

**ARTICLE 8: HEALTH AND WELFARE BENEFITS**

A. Cafeteria Plan

Except as provided below, each month the City shall contribute to a cafeteria plan on behalf of each represented employee an amount equal to the total of (a) the premium for coverage under the lowest cost HMO insurance plan (lowest cost HMO insurance plan based on the monthly premiums for the employee plus family rate), (b) coverage for the high option dental plan (for employee plus one tier, dental premiums are calculated at the employee plus child rate), (c) coverage for the vision plan (d) group term life insurance coverage of two-times (2x) the employee’s annual salary (e) long-term disability plan coverage and (f) a cash back option, all of which shall not exceed the amounts specified below (July 2021):

| <b>PMA Cafeteria Plan</b> |                                 |
|---------------------------|---------------------------------|
| <b>Tier</b>               | <b>“Up to” Cafeteria Amount</b> |
| Cash Back Option          | \$776.70                        |
| Employee Only             | \$737.39                        |
| Employee + 1              | \$1,488.44                      |
| Employee + Family         | \$1,973.78                      |

For represented employees who participate in the above insurance programs and whose collective premiums for those plans exceed \$776.70 per month, the maximum amount that any such employee can receive as a cash back option is an amount equal to the premium for long-term disability coverage. For all other employees, the maximum monthly cash back option available is the amount by which \$776.70 exceeds the total of the monthly premiums for the plans in which they participate.

B. Medical Insurance Benefits While on Leave

Employees who are receiving long-term disability insurance pay will have their medical insurance premiums paid by the City for them and currently enrolled dependents for up to 18 months. These payments shall be based on the employees' medical and dental coverage and shall not exceed the value of the contributions as describe in above paragraph A. per month. Thereafter, the employee must pay for medical insurance. Employees on job related injury leave shall receive fully paid medical insurance or cafeteria benefits for the period of the injury as required by applicable law. Employees at their option may continue coverage of other available insurance at their own expense.

C. Long Term Disability Benefit

Employees will be required to purchase Long Term Disability Benefit with post-tax income instead of through the application of cafeteria plan contributions.

**ARTICLE 9: OVERTIME, ADMINISTRATIVE TIME AND COMPENSATORY TIME**

A. Non-Exempt Employees

1. Overtime

All time worked, or regarded as having been worked because the non-exempt employee was on an authorized leave of absence, in excess of the employee's regularly scheduled work hours for that day or 160 hours in their 28 day cycle, shall be compensated at the premium rate of one and one-half the employee regular rate of pay.

As discussed in the re-opener language related to the implementation of a Human Resources & Payroll System, terms and conditions impacted by the System's implementation – including but not limited to overtime – are subject to reopening to the extent impacted by System implementation.

All non-exempt employees who work off-duty assignments (e.g., special events, parades, etc.) shall be paid at their appropriate hourly rate with a minimum of two (2) hours per assignment.

2. Compensatory Time Off

A non-exempt employee may not accrue more than four hundred and eighty (480) compensatory time off hours. The cash value of any hours in excess of four hundred and eighty (480) will be paid out as overtime. Compensatory time off shall be treated the same as personal leave for scheduling and approval purposes.

A non-exempt employee who is promoted to an exempt position (Sergeant to Lieutenant) will have any compensatory time balance cashed out at the time of promotion. This leave cash out will be done at the salary rate of the newly promoted position.

B. Exempt Employees

Exempt employees (as designated by the City) shall receive seventy - five (75) hours of administrative time off without loss of compensation in lieu of overtime or any other compensation. With the City Manager's or his designee(s) concurrence, the Department Head may grant additional administrative days off to an exempt employee who has been required to work an excessive number of hours. Such additional administrative time off shall not be granted for the performance of regular duties but is intended to compensate those employees who have gone above and beyond the normal call of duty (for example, special projects or filling in for an absent employee for a substantial amount of time). Administrative time off does not accumulate from year to year. Thus, anytime not taken off prior to June 30 shall be forfeited. All administrative days off must be approved in writing by the Department Head prior to their being taken. Administrative leave shall be treated the same as personal leave for scheduling and approval purposes.

**ARTICLE 10: WORK SCHEDULES**

The work schedule for Sworn Management employees will be established by the City Manager or his designee(s).

**ARTICLE 11: COMPENSATION FOR WORKING HOLIDAYS**

All employees serving in classifications covered by this MOU shall be compensated in cash for working holidays, as identified below, at the rate of five (5.38) hours per pay period, for a total of one hundred forty (140) hours holiday pay per annum. Holiday compensation shall be reported to CalPERS as required by law.

The following days shall be observed by the City as paid holidays:

New Year's Day (January 1<sup>st</sup>)  
Martin Luther King's Birthday (Third Monday of January)  
President's Day (Third Monday of February)  
Memorial Day (Last Monday of May)  
Independence Day (July 4<sup>th</sup>)  
Labor Day (First Monday of September)  
Veteran's Day (November 11<sup>th</sup>)  
Thanksgiving Day (Fourth Thursday of November)  
Day after Thanksgiving (Fourth Friday of November)  
Christmas Eve (December 24<sup>th</sup>)  
Christmas Day (December 25<sup>th</sup>)  
Floating Holiday #1

Floating Holiday #2  
Floating Holiday #3

## ARTICLE 12: LONGEVITY PAY

A. Longevity pay shall be paid to all unit employees via direct deposit who complete a minimum of ten (10) years of service at the rates indicated in the subsequent sections of this Article. All new unit employees (entered bargaining unit on or after July 1, 2025) shall receive the bi-weekly payments. Unit employees who were in this bargaining unit prior to the implementation of this MOU shall receive longevity pay by electing one form of payment below:

- A bi-weekly basis, equal to the amount indicated in Section B or C (i.e., a prorated portion of the annual longevity payment will be provided with each paycheck) and will be included on the employee's next regular paycheck following eligibility, **OR**
- A one-time per year payment, payable in December.

The unit employee's longevity payments shall cease upon termination of employment. The unit employee may not change their payment option once they elect to receive it bi-weekly. For current unit employees, the election to receive payment bi-weekly must be submitted to the Human Resources Department on or before October 1<sup>st</sup> to be effective the beginning of the pay period following January 1<sup>st</sup> of the following year. If an election is not made by the October 1<sup>st</sup> deadline above, the unit employee will receive the bi-weekly payment.

B. All unit employees hired prior to July 1, 1990 shall receive longevity pay in an amount equal to the following applicable percentage of the employee's annual base salary based upon the completion of the following applicable length of service:

| <u>YEARS OF SERVICE COMPLETED</u> | <u>PERCENTAGE OF BASE SALARY</u> |
|-----------------------------------|----------------------------------|
| 10 Years but less than 14 Years   | 3.75%                            |
| 14 Years but less than 15 Years   | 5.25%                            |
| 15 Years but less than 20 Years   | 6.50%                            |
| 20 Years but less than 25 Years   | 7.75%                            |
| 25 Years +                        | 9.00%                            |

C. All unit employees hired on or after July 1, 1990 who are not eligible for longevity pay as described in Section B, shall receive longevity pay based on completion of the following applicable length of service in the following amounts:

10 Years but less than 15 Years of continuous service: \$2,250  
15 Years but less than 20 Years of continuous service: \$2,750  
20 Years but less than 25 Years of continuous service: \$3,250

25 Years or more of continuous service: \$3,750

Effective the first full pay period after July 1, 2027, all unit employees hired on or after July 1, 1990 who are not eligible for longevity pay as described in Section B, shall receive longevity pay based on completion of the following applicable length of service in the following amounts:

10 Years but less than 15 Years of continuous service: \$2,500  
15 Years but less than 20 Years of continuous service: \$3,000  
20 Years but less than 25 Years of continuous service: \$3,500  
25 Years or more of continuous service: \$4,000

- D. These longevity payments shall be reported to PERS as compensation earnable for the purpose of calculating retirement benefits and contributions.

### **ARTICLE 13: DEFERRED COMPENSATION**

Effective the beginning of the pay period following July 1, 2022, the City shall match employee contributions of up to \$500/month into a 457(b) account managed by one of the City's 457(b) providers.

Effective June 1, 2023, instead of making the contribution to the employee's 457(b) plan, the City's contribution will be made to a 401(a) plan.

The parties agree that during the term of this agreement, this article may be reopened for the purposes of discussing the City's deferred compensation program, but not an increase to the specific contribution amounts.

### **ARTICLE 14: RETIREMENT BENEFITS**

The City and the Association understand that retirement benefits are an area of Legislative interest during the term of this MOU. The parties agree that, to the extent the California Legislature passes law during the term of this MOU that may be interpreted to affect either City contribution or member benefits levels, this Article shall be reopened for negotiation. The obligation to reopen negotiations as to this topic shall commence at the passage of the law, regardless of the date of implementation or enactment.

#### **A. Participation**

The City participates in the Public Employees' Retirement System (PERS).

### **Tier I**

**Classic Safety Members hired prior to July 1, 2011** will have a retirement formula that is based on 3.0% @ 50 Plan Full Formula for Safety Members and upon retirement an employee's "final compensation" will be based on the "highest one (1) year" salary.

For Tier I above, the City shall pay up to one hundred percent (100%) of each employee's required retirement contributions pursuant to the retirement plan maintained by the City through PERS. Said payments shall not exceed nine percent (9%) of the employee's "PERSable" compensation. These payments are not salary increases but are the City's payment of employees' retirement contribution in accordance with Section 414(h)(2) of the Internal Revenue Code.

### **Tier II**

**All Safety Members hired on or after July 1, 2011** will have a retirement formula that is based on 3.0% @ 55 Plan Full Formula for Safety Members and upon retirement an employee's "final compensation" will be based on the highest consecutive 36-month average for determining retirement benefits. Employees in Tier II will pay the full employee portion.

### **Tier III**

**All New Safety Members hired on or after January 1, 2013**, as is mandated by the Public Employee's Pension Reform Act of 2013 (PEPRA), will have a retirement formula based on 2.7% @ 57 Plan Full Formula for Safety Members and upon retirement an employee's "final compensation" will be based the highest consecutive 36 month average. An employee in Tier III will pay 50% of Normal Costs. This amount is provided by CalPERS each year and is subject to change.

For the purposes of any future comparisons of the level of compensation of employees covered by this MOU with comparable employees in other jurisdictions, these payments shall be taken into account along with measuring base salaries. All contributions shall be credited to the employees' accounts with PERS.

#### **B. EPMC Conversion**

The City will report as compensation for retirement purposes the Employer Paid Member Contribution of 9% for Tier I employees ONLY that were hired prior to July 1, 2011.

#### **C. Cost Sharing (per section 20516 of the CA public employee's retirement law)**

All Tier I (as defined above), Classic, Safety Members in the classifications of Police Captain, Police Lieutenant, and Police Sergeant will contribute three percent (3%) towards the City's **Employer CalPERS costs** effective as soon as practical and upon CalPERS approval of the amendment to the City's contract. Such contributions shall be tax-deferred and shall be credited to the members account.

D. 1959 Survivor's Benefit

The City provides the option of the 1959 Survivor's Benefit for all employees enrolled in PERS.

E. PERS Military Buy-Back

The MOU between the City and PERS shall allow for the buy-back of time served by the employee in the Military.

F. Health Insurance for Retired Employees

All employees hired prior to June 30, 1990, who retire from the City (i.e., begin to draw from their PERS retirement accounts) shall continue to be eligible for retiree health benefits. This consists of City contributions to medical insurance for retirement, after 10 years of City service, and dental insurance, for retirement after 20 years of City service, for both employee and spouse. Employees who are ineligible for City paid retiree health insurance may elect upon retirement to continue medical and dental coverage at their own expense through the City's medical and dental plans.

Only employees hired prior to June 30, 1990 who retire after ten (10) years of City service shall be eligible to cause the City to pay the prescribed monthly contributions toward the payment of medical insurance premiums for them and eligible dependents and eligible survivors, and only employees hired prior to June 30, 1990 who retire after twenty (20) years of City service shall be eligible to cause the City to pay the prescribed monthly contributions toward the payment of dental insurance premiums for them and eligible dependents and eligible survivors. The City's monthly contribution towards retiree medical insurance shall not exceed the actual costs for employee or employee and spouse, whichever is applicable, based on the "City-Kaiser" Plan rate. All employees and retirees who do not satisfy the prerequisites described above shall still have the option to continue medical and dental insurance coverage for them and eligible dependents under the City's medical and dental plans at their own expense.

Eligible retirees must join Medicare so long as this does not result in any loss of coverage or increased cost to the retiree. In that connection, the City will reimburse eligible retirees for the cost of the Medicare coverage, which is automatically withdrawn from their Social Security checks. Retirees must supply the City with proof of payment (including deductions from Social Security checks) for this coverage, and will be reimbursed on a quarterly basis. No retroactive reimbursements will be given.

G. Retiree Medical Trust Fund

Effective the first pay period in July 2009, all employees represented by the Association hired after June 30, 1990 who are not eligible for retiree benefits as described above will receive a monthly payment into a mutually agreed upon Retiree Medical Trust Fund. Effective July 30, 2022, the City's monthly contribution amount will be \$425 per employee.

The Association agrees that the City's contribution will not be increased for five (5) years (i.e. the amount can be negotiated following July 1, 2024), except where necessary to match Police Officer's Association ("POA") contribution increases. The parties acknowledge that it is their intent to maintain the same contribution levels for both the Association and the POA. (July 2019) The Retiree Medical Trust Fund will be established, selected and maintained by the association and must meet IRS guidelines.

Prior MOUs have created different contribution levels for the Association and the POA. In order to resolve this inequity, the City will make a one-time payment to the Retiree Medical Trust Fund for the Association in the amount of \$50,390.50. Any future adjustments needed to resolve any inequities in the Retiree Medical Trust Fund due to negotiated contribution amounts by another bargaining group will be the responsibility of the Association members. (July 2019)

### **ARTICLE 15: MERIT INCREASES**

Sworn Management employees will be eligible for merit increases.

Merit increases shall be made within a five (5) pay step program in the applicable classification based on 5% intervals.

### **ARTICLE 16: UNIFORMS AND EQUIPMENT**

#### **A. Uniform Allowance**

Effective October 18, 2025, the annual uniform allowance for all employees represented by the Association is one thousand three hundred dollars (\$1,300). The allowance shall be paid in semi-annual increments equal to 50% of the annual allowance in October and April of each year.

In addition, the City will compensate any eligible employee for the repair or replacement of clothing or equipment damaged or destroyed in direct consequence of the discharge of his/her duties in accordance with State Labor Code Section 2802.

#### **B. Safety Equipment**

In accordance with Government Code 50081 the following required and recommended safety equipment shall be provided to new personnel:

- |                    |                     |
|--------------------|---------------------|
| 1. Service Firearm | 6. Handcuffs        |
| 2. Holster         | 7. Raincoat         |
| 3. Belt            | 8. Rain Boots       |
| 4. Ammunition      | 9. Bulletproof Vest |
| 5. Baton           | 10. Disinfectant    |

C. Bulletproof Vest Replacement

Effective October 18, 2025, the City shall provide up to an eight-hundred seventy-five (\$875) credit to employees represented by the Association with bulletproof vests over five (5) years old. The Vests will be replaced at the time they reach five (5) years in age regardless of when that occurs during the contract.

**ARTICLE 17: ON-CALL PAY FOR LIEUTENANTS AND SERGEANTS**

The weekly compensation paid to those who are assigned on-call duty by the Chief of Police shall be as follows:

|             |       |
|-------------|-------|
| Sergeants   | \$600 |
| Lieutenants | \$600 |

Effective the first full pay period after July 1, 2027, the weekly compensation paid to those who are assigned on-call duty by the Chief of Police shall be as follows:

|             |       |
|-------------|-------|
| Sergeants   | \$675 |
| Lieutenants | \$675 |

**ARTICLE 18: COURT STAND-BY AND COURT APPEARANCE COMPENSATION**

A. Court Stand-By

Employees who are placed on “Stand-By” status restricting their freedom of movement in lieu of attending court in response to a direct order or lawful subpoena pertaining to matters arising during the course and scope of employment shall be compensated at the rate of one-half of the employee’s straight time compensation (e.g., if an employee is earning \$20 an hour, and is placed on an On-Call status, such employee will be compensated at the rate of \$10 an hour).

B. Court Appearance

In addition, the City shall provide to each employee who is required to attend court, outside of scheduled work hours, pursuant to a lawful subpoena relating to events occurring during the course and scope of his/her employment, overtime compensation, in either cash or compensatory time off at the employee’s option for time spent in attendance, with a minimum compensation payment of three (3) hours at the applicable overtime rate. Sergeants whose normal shift ends between 0230 hours and 0700 hours shall receive a minimum compensation of five (5) hours.

## **ARTICLE 19: CALL-BACK**

The City shall provide to each Sergeant who is: (1) called back to work; or (2) who signs up or is ordered to work an extra shift, a minimum of two (2) hours compensation at the rate of time and one-half the employee's regular rate.

## **ARTICLE 20: WELLNESS**

The City shall allow all employees represented by the Association use of the Miller Fitness Center and the Jesse Turner Health & Fitness Center (ONLY) at no cost to the employee. Use of the centers is at each employee's own risk and subject to the rules and regulations and hours of operation determined by the Community Services Department. Employees MUST show City issued ID to obtain access. Violation of any safety rule or regulations shall constitute valid grounds for revocation of the privilege of the Fitness Center usage, not subject to grievance.

## **ARTICLE 21: PERFORMANCE EVALUATIONS**

Only performance evaluations with an overall rating of less than satisfactory are within the scope of the grievance procedure.

## **ARTICLE 22: LAYOFFS**

### **A. Administration of Layoffs**

The layoff of Sworn Management employees will be conducted in accordance with the City of Fontana's Layoff Plan adopted by the City Council on May 7, 1991.

The City shall exhaust all reasonable means available to avoid layoffs and/or furloughs of Sworn Management employees. The City agrees to meet with Sworn Management employees after providing one weeks' notice of any intent by the City to institute applicable layoffs and/or furloughs. The purpose of these meetings will be to explore alternatives to layoffs and/or furloughs.

### **B. Full-time Temporary Employment Following Layoff**

Qualified employees who are subject to layoff (laid off employees) may fill positions where there is an employee out on a leave, and who is not receiving salary or health and welfare benefits from the City, on a temporary basis until the absent employee returns, or the position is filled on a non-temporary basis. The laid off employee may be removed from such a position upon written notice from the City and shall not have any grievance or appeal rights.

During such temporary service employees shall receive the salary and health and welfare benefits of the classification in which they are serving. If the laid off employee is removed from the temporary position, they shall be eligible for that portion of the severance

package if any, that would be remaining on the date of removal as if it had run from their date of appointment into the temporary position. Except as explicitly provided herein, the employee shall in all other aspects be a temporary employee.

C. Seniority and Benefits Upon Reinstatement After Layoff

Employees who are reinstated to the same or equivalent classification within two (2) years after layoff shall have their seniority date restored to that prior to layoff. Probationary employees who are laid off, shall upon reinstatement, be required to serve any remaining balance of their original probationary period. In addition, such reinstated employees will be entitled to the restoration of personal leave accrual rates they were eligible to receive prior to layoff.

**ARTICLE 23: DEDUCTION OF PAID LEAVE IN LIEU OF SUSPENSION**

Except in the case of a major safety violation, exempt employees shall not be subject to suspensions without pay except in increments of one workweek or more.

Upon mutual written agreement between the Chief of Police and any affected employee in this bargaining unit, the employee may have an equivalent amount of unused accrued personal leave time deducted from his/her account in lieu of serving a suspension without pay for that period. Compensatory time off may not be deducted in lieu of serving a suspension.

**ARTICLE 24: TAKE HOME VEHICLES**

Police Captains and Police Lieutenants shall be provided a take-home vehicle. Said vehicle shall be utilized for official City business and incidental purposes only and will be in accordance with City and Police Department Policy.

If the Department needs require the use of any take-home vehicle(s) for Police Operations, the vehicle(s) assigned to a Captain or a Lieutenant may be utilized for the duration of the operation. This will impact the ability to take the unit home. Advanced notice will be provided if this should occur.

**ARTICLE 25: COMPENSATION FOR ACTING APPOINTMENTS**

Subject to the following conditions, an employee who is required, based on an acting appointment to serve in a class with a higher salary range than of the class in which the employee is normally assigned, shall receive the entrance salary rate of the higher salary range or the rate of five percent (5%) higher than the employee normally receives, whichever is greater. Overtime shall be paid at a rate of 1.5 times of their acting hourly rate.

- a) Such pay will be for all hours worked in an acting appointment which are in excess of 80 hours in any six-month period.
- b) The employee must perform all the duties and assume all the responsibilities of the higher class.
- c) Compensation for acting appointments shall be limited to the temporary filling of a vacant regular position due to termination, promotion, or extended sick leave of the incumbent or the temporary filling of a newly budgeted positions, where the needs of the City require that the position be filled.
- d) The City Manager must approve all such appointments based upon a finding that the criteria set forth in this paragraph have been met.

### **ARTICLE 26: CHALLENGES TO THE MOU**

Should any judicial proceedings challenging this MOU be instituted against only one of the parties to the MOU, the other will intervene and perform all acts necessary to support the MOU. If the Association incurs costs or reasonable attorney fees to discharge this obligation to intervene, the City will reimburse it in full for those sums.

### **ARTICLE 27: MAINTENANCE OF EXISTING BENEFITS**

Except as provided herein, all existing wages, hours and other terms and conditions of employment of employees serving in classifications covered by this MOU shall continue to remain in full force and effect.

### **ARTICLE 28: OFFICER FATALITY BENEFIT**

- A. The City shall pay up to \$10,000 for funeral expenses for an Officer killed in the line of duty.
- B. The City shall pay reasonable expenses for surviving spouse and children to attend one national and one state Peace Officer Memorial Ceremony. Expenses shall be limited to airfare (coach) and up to two night's hotel accommodation.
- C. The Police Honor Guard will be allowed to attend the national and state Peace Officer Memorial Ceremonies honoring our fallen Officer on paid City time when a Fontana Police Officer who died in the line of duty has his/her name inscribed.
- D. Spouse & Family Benefit for Officer Fatality

The City shall continue to pay the monthly medical premiums only for the surviving spouse and dependents for a period of twelve (12) months following the death of an Officer killed in the line of duty. The City's contribution shall not exceed the actual expenditures for the aforementioned coverage.

### **ARTICLE 29: EMPLOYMENT-RELATED UPDATES**

During the term of the MOU, a joint labor/management committee shall meet and confer on the City's proposed changes to the Employer-Employee Relations Resolution, as well as proposed legally required updates to the City of Fontana Personnel Rules and Regulations.

### **ARTICLE 30: SEVERABILITY**

If any article of this Agreement shall be found to be in conflict with any statute or regulation of the United States or State of California by an arbitrator at grievance or a court competent jurisdiction, such article or section shall be deemed to be null and void and of no further effect. However, such articles and sections shall be severable from the remainder of this Agreement, and all other provisions hereof shall continue in full force and effect. A ruling at arbitration shall not have precedential effect and will be binding only as to the arbitration at issue.

### **ARTICLE 31: PAYMENTS OUTSIDE OF REGULAR PAY**

All payments outside of regular pay will be paid to employees via direct deposit.

Ratified by City Council: Tentative Agreement on November 12, 2025, Closed Session  
Official Ratification on December 9, 2025, Consent Calendar

**CITY OF FONTANA**

**POLICE MANAGEMENT  
ASSOCIATION**

**APPENDIX “A”**

Police Lieutenant

Police Sergeant

Police Captain

**CITY OF FONTANA  
POLICE MANAGEMENT ASSOCIATION  
HOURLY/MONTHLY/ANNUAL PAY SCHEDULE  
Effective 10/18/2025**

| <b>TITLE</b>                                 | <b>RANGE</b> | <b>STEP 1</b> | <b>STEP 2</b> | <b>STEP 3</b> | <b>STEP 4</b> | <b>STEP 5</b> |               |                |
|--|--------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|
| Police Sergeant w/Intermediate Certificate   | PM01         | \$62.91       | \$66.06       | \$69.37       | \$72.84       | \$76.49       | <b>Hourly</b> |                |
|  |              | \$10,904.40   | \$11,450.40   | \$12,024.14   | \$12,625.60   | \$13,258.27   |               | <b>Monthly</b> |
|  |              | \$130,852.80  | \$137,404.80  | \$144,289.60  | \$151,507.20  | \$159,099.20  |               |                |
| Police Sergeant w/Advanced Certificate       | PM02         | \$65.82       | \$69.12       | \$72.58       | \$76.21       | \$80.03       | <b>Hourly</b> |                |
|  |              | \$11,408.80   | \$11,980.80   | \$12,580.54   | \$13,209.74   | \$13,871.87   |               | <b>Monthly</b> |
|  |              | \$136,905.60  | \$143,769.60  | \$150,966.40  | \$158,516.80  | \$166,462.40  |               |                |
| Police Lieutenant w/Intermediate Certificate | PM03         | \$76.39       | \$80.21       | \$84.23       | \$88.45       | \$92.88       | <b>Hourly</b> |                |
|  |              | \$13,240.94   | \$13,903.07   | \$14,599.87   | \$15,331.34   | \$16,099.20   |               | <b>Monthly</b> |
|  |              | \$158,891.20  | \$166,836.80  | \$175,198.40  | \$183,976.00  | \$193,190.40  |               |                |
| Police Lieutenant w/Advanced Certificate     | PM04         | \$80.29       | \$84.31       | \$88.53       | \$92.96       | \$97.61       | <b>Hourly</b> |                |
|  |              | \$13,916.94   | \$14,613.74   | \$15,345.20   | \$16,113.07   | \$16,919.07   |               | <b>Monthly</b> |
|  |              | \$167,003.20  | \$175,364.80  | \$184,142.40  | \$193,356.80  | \$203,028.80  |               |                |
| Police Captain                               | PM05         | \$92.34       | \$96.96       | \$101.81      | \$106.91      | \$112.26      | <b>Hourly</b> |                |
|  |              | \$16,005.60   | \$16,806.40   | \$17,647.07   | \$18,531.07   | \$19,458.40   |               | <b>Monthly</b> |
|  |              | \$192,067.20  | \$201,676.80  | \$211,764.80  | \$222,372.80  | \$233,500.80  |               |                |

**CITY OF FONTANA  
POLICE MANAGEMENT ASSOCIATION  
HOURLY/MONTHLY/ANNUAL PAY SCHEDULE  
Effective 05/16/2026**

| <b>TITLE</b>                                 | <b>RANGE</b> | <b>STEP 1</b> | <b>STEP 2</b> | <b>STEP 3</b> | <b>STEP 4</b> | <b>STEP 5</b> |  |
|--|--------------|---------------|---------------|---------------|---------------|---------------|--|
| Police Sergeant w/Intermediate Certificate   | PM01         | \$65.43       | \$68.71       | \$72.15       | \$75.76       | \$79.55       | <b>Hourly</b><br><b>Monthly</b><br><b>Annual</b> |
|  |              | \$11,341.20   | \$11,909.74   | \$12,506.00   | \$13,131.74   | \$13,788.67   |  |
|  |              | \$136,094.40  | \$142,916.80  | \$150,072.00  | \$157,580.80  | \$165,464.00  |  |
| Police Sergeant w/Advanced Certificate       | PM02         | \$68.46       | \$71.89       | \$75.49       | \$79.27       | \$83.24       |  |
|  |              | \$11,866.40   | \$12,460.94   | \$13,084.94   | \$13,740.14   | \$14,428.27   |  |
|  |              | \$142,396.80  | \$149,531.20  | \$157,019.20  | \$164,881.60  | \$173,139.20  |  |
| Police Lieutenant w/Intermediate Certificate | PM03         | \$79.45       | \$83.43       | \$87.61       | \$92.00       | \$96.60       |  |
|  |              | \$13,771.34   | \$14,461.20   | \$15,185.74   | \$15,946.67   | \$16,744.00   |  |
|  |              | \$165,256.00  | \$173,534.40  | \$182,228.80  | \$191,360.00  | \$200,928.00  |  |
| Police Lieutenant w/Advanced Certificate     | PM04         | \$83.51       | \$87.69       | \$92.08       | \$96.69       | \$101.53      |  |
|  |              | \$14,475.07   | \$15,199.60   | \$15,960.54   | \$16,759.60   | \$17,598.54   |  |
|  |              | \$173,700.80  | \$182,395.20  | \$191,526.40  | \$201,115.20  | \$211,182.40  |  |
| Police Captain                               | PM05         | \$96.04       | \$100.85      | \$105.90      | \$111.20      | \$116.76      |  |
|  |              | \$16,646.94   | \$17,480.67   | \$18,356.00   | \$19,274.67   | \$20,238.40   |  |
|  |              | \$199,763.20  | \$209,768.00  | \$220,272.00  | \$231,296.00  | \$242,860.80  |  |



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 25-0671

**Agenda #:** K.

**Agenda Date:** 12/9/2025

**Category:** Consent Calendar

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**FROM:**

Engineering

**SUBJECT:**

Acceptance of Final Parcel Map No. 20834 for the Development of a Commercial Property on the north side of Slover Avenue, between Citrus and Oleander Avenues, and the Abandonment of Easements on Said Map

**RECOMMENDATION:**

1. Approve Final Parcel Map No. 20834, located on the north side of Slover Avenue, between Citrus Avenue and Oleander Avenue.
2. Accept dedication of public streets and easements.
3. Authorize the Mayor and City Clerk to certify the abandonment of a certain portion of right-of-way on Boyle Avenue as identified on the parcel map.

**COUNCIL GOALS:**

- To invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.

**DISCUSSION:**

On March 19, 2024, the City of Fontana Planning Commission approved Tentative Parcel Map No. 20834 (TPM No. 22-029), General Plan Amendment (GPA) No. 22-009, Zoning District Map Amendment (ZCA) No. 22-009, and Design Review No. 22-054 for the development of an industrial commerce building on an approximately 15.8-acre site. The subdivider, CHIPT Fontana Citrus Avenue, L.P., has complied with the Conditions of Approval and dedicated the required right-of-way easements as a part of the project. The Parcel Map has been reviewed by the City Engineer and found to be substantially in conformance with the approved Tentative Parcel Map.

As a part of this Parcel Map, a portion of excess road right-of-way on Boyle Avenue is no longer needed and will be vacated and abandoned. Pursuant to Section 66434(g) and Section 66499.20.2 of the Subdivision Map Act, the City Clerk must certify the abandonment of those certain portions of street right-of-way easements. The filing of this Parcel Map shall constitute an abandonment of those portions of the right-of-way easements granted to the City of Fontana for street and public utility purposes.

On November 18, 2025, the City of Fontana Planning Commission adopted Resolution No. PC 2025 -043, finding that the abandonment of a portion of right-of-way on Boyle Avenue is consistent with the goals and policies of the City of Fontana General Plan and the project is exempt from CEQA.

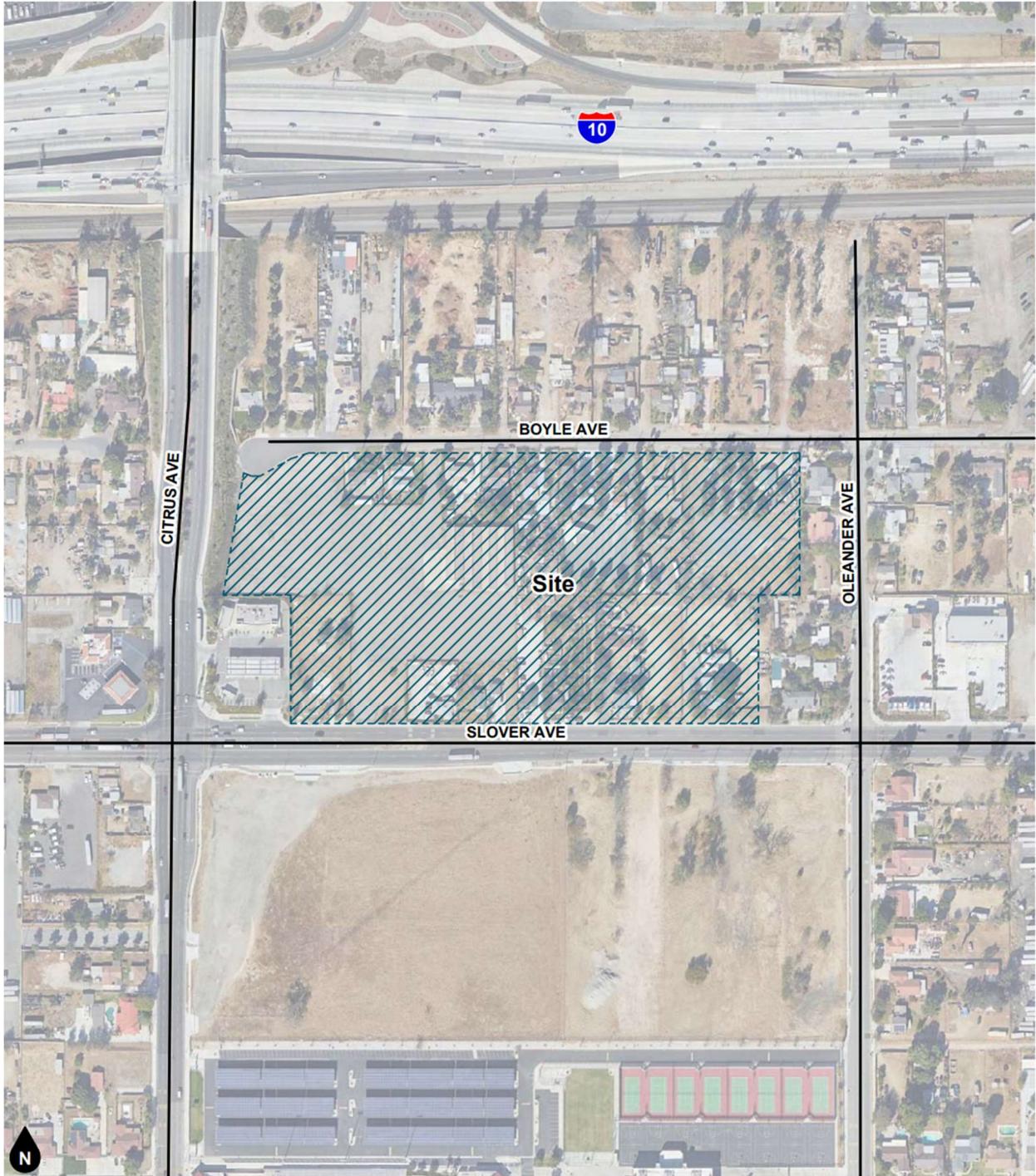
In accordance with the Subdivision Map Act, the Parcel Map is now being brought to the City Council for final approval.

**FISCAL IMPACT:**

This action will only approve the Parcel Map for recordation and authorize permits for the construction of the development, therefore, there is no fiscal impact to City resources at this time.

**MOTION:**

Approve staff recommendation.



**VICINITY MAP**  
**SCALE - N.T.S.**

NUMBER OF PARCELS: 1  
GROSS AREA = 17.493 AC  
NET AREA = 15.805 AC

# PARCEL MAP NO. 20834

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF FARM LOT 741 OF SEMI-TROPIC LAND AND WATER COMPANY AS SHOWN BY MAP RECORDED IN BOOK 11, PAGE 12 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY.

CALVADA SURVEYING, INC. JUNE 2024

### SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CHIPT FONTANA CITRUS AVENUE LP, IN JUNE, 2024. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN 12 MONTHS OF MAP RECORDATION, AND THAT THE MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

*Armando D. Dupont*

ARMANDO D. DUPONT, L.S. 7780

7/22/25  
DATE



### CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP OF PARCEL MAP NO. 20834, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ARTICLES I THROUGH III, CHAPTER 26 CODE OF THE CITY OF FONTANA HAVE BEEN COMPLETED.

DATE: \_\_\_\_\_

BY: GIA LAM KIM, CITY ENGINEER  
RCE 62296  
CITY OF FONTANA



### CITY LAND SURVEYER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP OF PARCEL MAP NO. 20834 CONSISTING OF 2 SHEETS AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATE: \_\_\_\_\_

BY: MICHAEL P. THORNTON, CITY LAND SURVEYOR  
PLS 6867  
CITY OF FONTANA



### CITY OFFICIAL'S CERTIFICATE

AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF FONTANA, STATE OF CALIFORNIA, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025, THE SAID CITY COUNCIL APPROVED ON BEHALF OF THE CITY OF FONTANA THE ANNEXED MAP OF PARCEL MAP NO. 20834 AND ACCEPTED THE FOREGOING DEDICATIONS, IN ACCORDANCE WITH THE CITY OF FONTANA STANDARDS AND HEREBY CERTIFY THE ABANDONMENT AS STATED IN THE ABANDONMENT NOTE SHOWN HEREON.

ATTEST: \_\_\_\_\_

GERMAINE KEY  
CITY CLERK, CITY OF FONTANA

AQUANETTA WARREN  
MAYOR, CITY OF FONTANA, CALIFORNIA

### OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND SUBDIVIDED AS SHOWN ON THIS MAP AND WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL PARCEL MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF FONTANA AS AN EASEMENT FOR PUBLIC PURPOSES:  
SLOVER AVENUE AND BOYLE AVENUE, FOR PUBLIC STREET AND UTILITY PURPOSES.

CHIPT FONTANA CITRUS AVENUE, L.P., A DELAWARE LIMITED PARTNERSHIP

CHIPT FONTANA CITRUS AVENUE, L.P., A DELAWARE LIMITED PARTNERSHIP, SUCCESSOR BY MERGER TO CHIPT FONTANA CITRUS BOYLE, L.P., A DELAWARE LIMITED PARTNERSHIP

BY: *Philip J. Prassas*  
PRINT: PHILIP J. PRASSAS  
TITLE: VICE PRESIDENT

BY: *Philip J. Prassas*  
PRINT: PHILIP J. PRASSAS  
TITLE: VICE PRESIDENT

### NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) S.S.

ON 2/29/25 BEFORE ME, NATASHA IJKOVIC A NOTARY PUBLIC,

PERSONALLY APPEARED PHILIP J. PRASSAS, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

*N. Ijkovic*  
NOTARY PUBLIC  
PRINT NAME: NATASHA IJKOVIC

MY PRINCIPAL PLACE OF BUSINESS IS IN LOS ANGELES COUNTY  
MY COMMISSION NUMBER IS: 2503345  
MY COMMISSION EXPIRES: 10/29/29

### ABANDONMENT NOTE

PURSUANT TO SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING:

A PORTION OF BOYLE AVENUE - AN EASEMENT FOR STREET AND HIGHWAY PURPOSES RECORDED OCTOBER 21, 1985 AS INSTRUMENT NO. 85-260205 OF OFFICIAL RECORDS.

AN EASEMENT FOR TRAFFIC SIGNAL AND PUBLIC UTILITY PURPOSES RECORDED SEPTEMBER 29, 2009 AS INSTRUMENT NO. 2009-0423635 OF OFFICIAL RECORDS.

AN EASEMENT FOR TRAFFIC SIGNAL AND PUBLIC UTILITY PURPOSES RECORDED SEPTEMBER 16, 2011 AS INSTRUMENT NO. 2011-0390762 OF OFFICIAL RECORDS.

AN EASEMENT FOR PUBLIC SIDEWALK PURPOSES RECORDED JUNE 11, 2012 AS INSTRUMENT NO. 2012-0232057 OF OFFICIAL RECORDS.

### BOARD OF SUPERVISORS' CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ \_\_\_\_\_ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, CONDITIONED UPON PAYMENT OF ALL TAXES, (STATE, COUNTY, MUNICIPAL, OR LOCAL) AND ALL SPECIAL ASSESSMENTS, COLLECTED AS TAXES WHICH, AT THE TIME OF THE FILING OF THIS MAP WITH SAN BERNARDINO COUNTY ASSESSOR-RECORDER-COUNTY CLERK ARE A LIEN AGAINST SAID PROPERTY, BUT NOT YET PAYABLE AND THAT THE SUBDIVIDER HAS FILED WITH ME A CERTIFICATE BY THE PROPER OFFICER GIVING HIS ESTIMATE OF THE AMOUNT OF SAID TAXES AND SPECIAL ASSESSMENTS, AND SAID BOND IS HEREBY ACCEPTED.

LYNNA MONELL  
CLERK OF THE BOARD OF SUPERVISORS  
SAN BERNARDINO COUNTY

BY: \_\_\_\_\_ DEPUTY  
DATE \_\_\_\_\_

### AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THE OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE REAL PROPERTY SHOWN UPON THIS MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS, NOT YET PAYABLE, ESTIMATED TO BE \$ \_\_\_\_\_

DATED: \_\_\_\_\_  
ENSEN MASON, COUNTY AUDITOR  
SAN BERNARDINO COUNTY

BY: \_\_\_\_\_ DEPUTY

### SIGNATURE OMISSIONS

THE FOLLOWING SIGNATURES HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436(c)(3)(A) OF THE SUBDIVISION MAP ACT, AS THEIR RESPECTIVE INTERESTS CANNOT RIPEN INTO FEE.

FONTANA FARMS COMPANY, HOLDER OF RIGHTS OF WAY FOR CONSTRUCTION & MAINTENANCE OF PIPELINES FOR WATER CONDUITS TOGETHER WITH THE RIGHTS OF WAY FOR CONSTRUCTION AND MAINTENANCE OF TELEPHONE AND POWER LINES RESERVED IN DEEDS RECORDED JANUARY 10, 1925 IN BOOK 877, PAGE 316 AND MAY 5, 1925 IN BOOK 875, PAGE 472, BOTH OF DEEDS.

FONTANA LAND COMPANY, HOLDER OF RIGHTS OF WAY FOR CONSTRUCTION & MAINTENANCE OF PIPELINES FOR WATER CONDUITS TOGETHER WITH THE RIGHTS OF WAY FOR CONSTRUCTION AND MAINTENANCE OF TELEPHONE AND POWER LINES RESERVED IN DEED RECORDED JUNE 6, 1934 IN BOOK 970, PAGE 51, OF OFFICIAL RECORDS.

CITY OF FONTANA, HOLDER OF AN EASEMENT FOR STREET AND HIGHWAY PURPOSES RECORDED OCTOBER 21, 1985 AS INSTRUMENT NO. 85-260205 OF OFFICIAL RECORDS.

COUNTY OF SAN BERNARDINO, HOLDER OF AN EASEMENT FOR HIGHWAY AND ROAD PURPOSES RECORDED JUNE 22, 1999 AS INSTRUMENT NO. 19990264313 OF OFFICIAL RECORDS.

COUNTY OF SAN BERNARDINO, HOLDER OF AN EASEMENT FOR HIGHWAY AND ROAD PURPOSES RECORDED AUGUST 30, 1999 AS INSTRUMENT NO. 19990367123 OF OFFICIAL RECORDS.

CITY OF FONTANA, HOLDER OF AN EASEMENT FOR STREET, HIGHWAY AND PUBLIC UTILITY PURPOSES RECORDED OCTOBER 14, 1999 AS INSTRUMENT NO. 19990429935 OF OFFICIAL RECORDS.

CITY OF FONTANA, HOLDER OF AN EASEMENT FOR STREET, HIGHWAY AND PUBLIC UTILITY PURPOSES RECORDED OCTOBER 14, 1999 AS INSTRUMENT NO. 19990429939 OF OFFICIAL RECORDS.

COUNTY OF SAN BERNARDINO, HOLDER OF AN EASEMENT FOR HIGHWAY AND ROAD PURPOSES RECORDED OCTOBER 20, 1999 AS INSTRUMENT NO. 19990437563 OF OFFICIAL RECORDS.

CITY OF FONTANA, HOLDER OF AN EASEMENT FOR STREET, HIGHWAY AND PUBLIC UTILITY PURPOSES RECORDED DECEMBER 21, 1999 AS INSTRUMENT NO. 19990522409 OF OFFICIAL RECORDS.

COUNTY OF SAN BERNARDINO, HOLDER OF AN EASEMENT FOR HIGHWAY AND ROAD PURPOSES RECORDED JANUARY 18, 2000 AS INSTRUMENT NO. 20000016032 OF OFFICIAL RECORDS.

CITY OF FONTANA, HOLDER OF AN EASEMENT FOR STREET, HIGHWAY AND PUBLIC UTILITY PURPOSES RECORDED FEBRUARY 11, 2000 AS INSTRUMENT NO. 20000048694 OF OFFICIAL RECORDS.

SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE  
THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER \_\_\_\_\_

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ M, IN

BOOK \_\_\_\_\_ OF PARCEL MAPS AT PAGES \_\_\_\_\_

AT THE REQUEST OF \_\_\_\_\_

IN THE AMOUNT OF \$ \_\_\_\_\_

JOSIE GONZALES  
ASSESSOR-RECORDER  
SAN BERNARDINO COUNTY

BY: \_\_\_\_\_ DEPUTY RECORDER

NUMBER OF PARCELS: 1  
 GROSS AREA = 17.493 AC  
 NET AREA = 15.805 AC

# PARCEL MAP NO. 20834

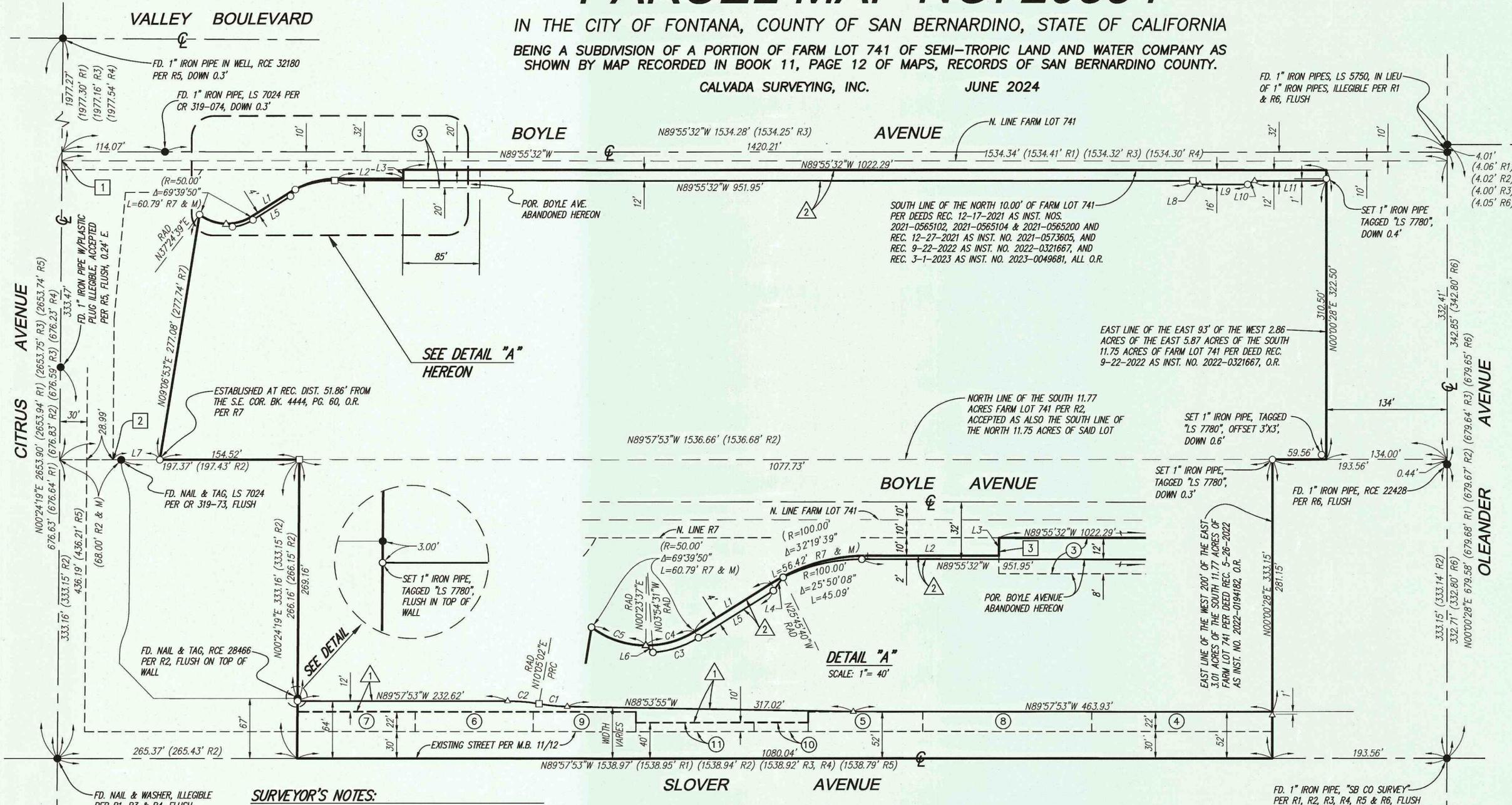
IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA  
 BEING A SUBDIVISION OF A PORTION OF FARM LOT 741 OF SEMI-TROPIC LAND AND WATER COMPANY AS  
 SHOWN BY MAP RECORDED IN BOOK 11, PAGE 12 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY.

CALVADA SURVEYING, INC.

JUNE 2024



0 40' 80' 160'  
 SCALE: 1" = 80'



| LINE TABLE |             |                 |
|------------|-------------|-----------------|
| LINE #     | DIRECTION   | LENGTH          |
| L1         | N57°44'49"E | (50.02' R7 & M) |
| L2         | N89°55'32"W | (72.74' R7 & M) |
| L3         | N00°24'19"E | (10.00' R7 & M) |
| L4         | N36°14'46"E | 9.16'           |
| L5         | N57°44'49"E | 49.06'          |
| L6         | N46°04'44"W | 5.59'           |
| L7         | N89°57'53"W | (51.86' R7 & M) |
| L8         | N52°09'57"W | 6.53'           |
| L9         | N89°55'32"W | 55.04'          |
| L10        | N52°18'53"E | 6.53'           |
| L11        | N89°55'32"W | 80.94'          |

| CURVE TABLE |         |           |        |
|-------------|---------|-----------|--------|
| CURVE #     | RADIUS  | DELTA     | LENGTH |
| C1          | 199.50' | 8°58'57"  | 31.28' |
| C2          | 200.50' | 10°02'55" | 35.16' |
| C3          | 54.00'  | 28°20'40" | 26.71' |
| C4          | 50.00'  | 32°38'48" | 28.49' |
| C5          | 50.00'  | 37°01'02" | 32.30' |

**SURVEYOR'S NOTES:**

BASIS OF BEARINGS IS THE CENTER LINE OF SLOVER AVENUE PER RECORD OF SURVEY 20-0053, RSB 169/31, BEING N89°57'53"W

- = FOUND MONUMENT AS NOTED
- = SET 1" IRON PIPE, TAGGED "LS 7780", FLUSH (UNLESS OTHERWISE NOTED)
- = SET 1" IRON PIPE, TAGGED "LS 7780", DOWN 0.1'
- △ = SET 1" IRON PIPE, TAGGED "LS 7780", DOWN 0.2'
- (R1) = RECORD DATA PER RECORD OF SURVEY 20-0053, R.S.B. 169/31
- (R2) = RECORD DATA PER PARCEL MAP NO. 16055, P.M.B. 232/75-77
- (R3) = RECORD DATA PER RECORD OF SURVEY 14-100, R.S.B. 155/95
- (R4) = RECORD DATA PER RECORD OF SURVEY 14-040, R.S.B. 154/5
- (R5) = RECORD DATA PER RECORD OF SURVEY 15-118, R.S.B. 156/98-102
- (R6) = RECORD DATA PER PARCEL MAP NO. 19755, P.M.B. 249/68-69
- (R7) = RECORD DATA PER GRANT DEED TO THE CITY OF FONTANA REC. 6-28-2010 AS INST. NO. 2010-0257563, O.R.

M = MEASURED  
 SNF = SEARCHED NOTHING FOUND

**ESTABLISHMENT NOTES:**

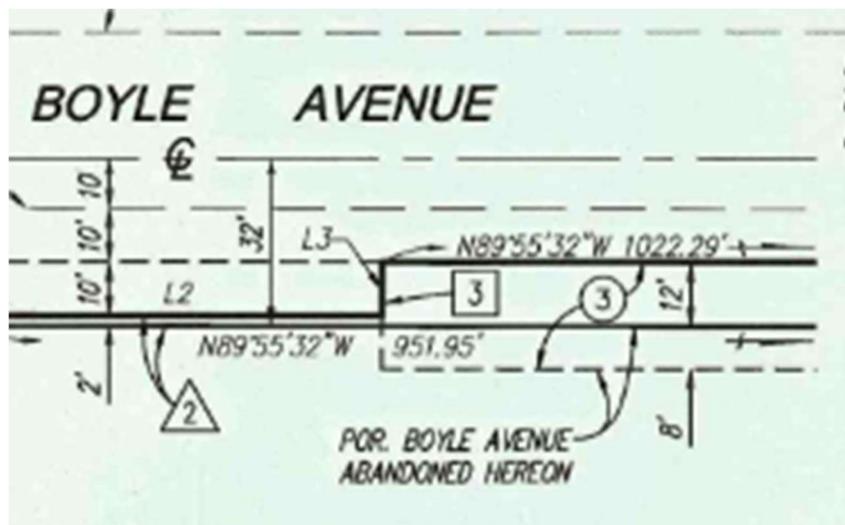
- 1 NORTHWEST CORNER FARM LOT 741, M.B. 11/12, ESTABLISHED BY PROPORTION PER R1.
- 2 S.E. COR. BK. 4444, PG. 60, O.R., ESTABLISHED AT REC. DIST. 28.99' PER SAID DEED.
- 3 WEST LINE OF THE EAST 85.00' OF THE WEST 3.555 ACRES OF THE NORTH 11.75 ACRES OF FARM LOT 741.

**EASEMENT NOTES:**

1. RIGHTS OF WAY ACROSS PREMISES FOR CONSTRUCTION & MAINTENANCE OF PIPES FOR WATER CONDUITS RECORDED JANUARY 10, 1925 IN BOOK 877, PAGE 316 AND MAY 5, 1925 IN BOOK 875, PAGE 472, BOTH OF DEEDS. (CANNOT PLOT FROM RECORD)
2. RIGHTS OF WAY ACROSS PREMISES FOR CONSTRUCTION & MAINTENANCE OF PIPES FOR WATER CONDUITS RECORDED JUNE 6, 1934 IN BOOK 970, PAGE 51, O.R. (CANNOT PLOT FROM RECORD)
3. AN EASEMENT TO THE CITY OF FONTANA FOR STREET & HIGHWAY PURPOSES RECORDED OCTOBER 21, 1985 AS INST. NO. 85-260205, O.R.
4. AN EASEMENT TO COUNTY OF SAN BERNARDINO FOR HIGHWAY & ROAD PURPOSES RECORDED JUNE 22, 1999 AS INST. NO. 19990264313, O.R.
5. AN EASEMENT TO COUNTY OF SAN BERNARDINO FOR HIGHWAY & ROAD PURPOSES RECORDED AUGUST 30, 1999 AS INST. NO. 19990367123, O.R.
6. AN EASEMENT TO THE CITY OF FONTANA FOR STREET, HIGHWAY & PUBLIC UTILITY PURPOSES RECORDED OCTOBER 14, 1999 AS INST. NO. 19990429935, O.R.
7. AN EASEMENT TO THE CITY OF FONTANA FOR STREET, HIGHWAY & PUBLIC UTILITY PURPOSES RECORDED OCTOBER 14, 1999 AS INST. NO. 19990429939, O.R.
8. AN EASEMENT TO COUNTY OF SAN BERNARDINO FOR HIGHWAY & ROAD PURPOSES RECORDED OCTOBER 20, 1999 AS INST. NO. 19990437563, O.R.
9. AN EASEMENT TO THE CITY OF FONTANA FOR STREET, HIGHWAY & PUBLIC UTILITY PURPOSES RECORDED DECEMBER 21, 1999 AS INST. NO. 19990522409, O.R.
10. AN EASEMENT TO COUNTY OF SAN BERNARDINO FOR HIGHWAY & ROAD PURPOSES RECORDED JANUARY 18, 2000 AS INST. NO. 20000016032, O.R.
11. AN EASEMENT TO THE CITY OF FONTANA FOR STREET, HIGHWAY & PUBLIC UTILITY PURPOSES RECORDED FEBRUARY 11, 2000 AS INST. NO. 20000048694, O.R.

**EASEMENT DEDICATIONS:**

- 1 SLOVER AVENUE DEDICATED HEREON.
- 2 BOYLE AVENUE DEDICATED HEREON.



**LAND IMPROVEMENT AGREEMENT**

PM # 20834 ASP #  
DR # 22-054 ADDRESS # 16250 Slover Ave., Fontana, CA 92337

**THIS AGREEMENT** made and entered into this      day of June, 2025,  
by and between the City of Fontana, hereinafter call City and CHIPT FONTANA CITRUS  
AVENUE, L.P. hereinafter called Applicant.

**WITNESSETH:**

**WHEREAS**, it is the intention of the Applicant to improve a certain parcel or parcels of  
land in the City of Fontana described as 0251-151-41, 0251-151-09, 0251-151-39, 0251-151-40, 0251-151-42, 0251-151-43, 0251-151-15  
0251-151-16, 0251-151-14, 0251-151-19, 0251-151-20, 0251-151-21, 0251-151-22, 0251-151-10, 0251-151-44, 0251-151-07, 0251-151-04, 0251-151-03, and,  
0251-151-18, 0251-151-05, AND 0251-151-06

**WHEREAS**, the City Council of the City of Fontana has approved and adopted  
certain rules and regulations governing the developing of land in the City and the  
posting of improvements securities guaranteeing the installation of necessary permanent  
improvements as set forth in Article III of Chapter 25, Article IV of Chapter 26 and Article III of  
Chapter 27 of the Fontana City Code and,

**WHEREAS**, the City Code specifically sets forth the requirements for the installations  
of necessary improvements affecting land development.

**NOW, THEREFORE**, the City and the Applicant mutually agrees as follows:

The Applicant will construct or cause to be constructed at applicants expense all required  
permanent improvements on streets abutting his property, all required tests, design work,  
equipment materials, and labor in order to complete all of the improvements as associated with  
the requirements per the approved project or to the satisfaction of the City Engineer or as  
specifically described and shown on approved plans on file with City Engineer and total cost  
estimate as stated on Exhibit "A", and in accordance with applicable provisions of the Standard  
Specifications and Standard Details of the City of Fontana in effect on the date of this  
Agreement.

The work shall be done under the supervision of and to the satisfaction of the City  
Engineer. The estimated cost of said work and improvement is the sum of  
One Million three hundred thirty-six thousand two hundred sixty-eight and ninety five cents **(\$1,336,268.95)**.  
Surety bond for Faithful Performance in the penal sum of the estimated cost of said work and  
improvement shall be properly executed in favor of and delivered to the City as part of this  
Agreement. In lieu of a surety bond the Applicant may deposit money or negotiable securities  
with the City as provided in Article III of Chapter 25, Article IV of Chapter 26 and Article III of  
Chapter 27 of the Fontana City Code.

The estimated cost of construction set forth in Exhibit "A" is for estimation purposes only, and  
for calculation of the amount of securities required pursuant to the provisions of this section.

Applicant's obligation to complete the improvements, or any portion of them, is not limited in any way by the estimated cost of construction, and the obligation of Applicant's surety in connection with the securities required pursuant to the provisions of this section.

All of the required improvements shall be completed within 36 months from the effective date of this agreement. If the work is not completed within the specified time period because of acts of God, the public enemy, the City, or because of fire, flood, epidemic, quarantine restrictions, strikes or freight embargoes, the Applicant shall be entitled to an extension beyond the specified time period for a period equal to the length of such delay within ten days from the beginning of such delay

In addition to the extension for the reasons referenced in the foregoing paragraph, Applicant may submit a written request, Exhibit "B", for a discretionary extension of the time for completion of the improvements to the City Engineer. The City Engineer may grant or reject such extension, in whole or in part or with conditions, in his sole discretion. If an extension time is granted it shall in no way affect the validity of this contract or release the surety on the securities referenced herein.

Upon timely completion of the required improvements pursuant to the terms of this Agreement, and prior to final acceptance of the improvements by the City, Applicant shall submit to the City Engineer for review and approval, a digital copy of "record" drawings of all improvement plans in accordance with the latest edition of the City of Fontana Electric File Submittal Requirements. Upon the approval of "record" drawing, the City Engineer shall process the release of the Applicant's performance bond posted pursuant to the Bond Guarantee for Faithful Performance.

In the event that Applicant fails to complete the improvements within the required period or any approved extension, the City may complete the work and shall be entitled to recover the full cost and expenses thereof from Applicant, or his surety as herein provided. If City pursues completion of the improvement work, it may require Applicant, or his surety, to pay the City in advance, sufficient monies to cover the City's cost in completing construction of the improvements.

Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not commence running until Applicant, or Applicant's surety pursuant to this Agreement, has provided the City Engineer with written notice of Applicant's intent to abandon or otherwise not complete the improvements.

Applicant shall defend, indemnify and hold City, its elected officials, officers, employees, and agents free and harmless from any and all liability arising out of or incident to Applicant's performance of this Agreement, including without limitation all reasonable attorney's fees, whether or not resulting from the negligence of Applicant or Applicant's agents. This indemnity shall extend to any claims arising because Applicant has failed to properly secure any necessary easement, land right, contract, and approval, but shall not extend to any claim arising out of the sole negligence of City.

It is further expressly agreed that the Applicant will procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

IN WITNESS WHEREOF, three (3) identical counterparts of this agreement, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Applicant herein named on the 14th day of May, 2025 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

**APPLICANT**

**CITY OF FONTANA**

**CHIPT Fontana Citrus Avenue, L.P.,  
a Delaware limited partnership**

By: \_\_\_\_\_  
City Engineer

By: CHIPT Fontana Citrus Avenue GP, L.L.C.  
a Delaware limited liability company,  
its general partner

\_\_\_\_\_  
Print Name

By: CHIPT Fontana Citrus, L.P.,  
a Delaware limited partnership,  
its manager

Date: \_\_\_\_\_

By: CHI West 119 Citrus Boyle, L.P.,  
a Delaware limited partnership,  
its general partner

By: CHI LTH GP, L.L.C.,  
a Delaware limited liability company,  
its general partner

By: \_\_\_\_\_  
Philip J. Prassas  
Vice President

Address: 527 W. 7th Street, Suite 200  
Los Angeles, CA 90014

- Attachments: (1) Exhibit "A" – Cost Estimate  
(2) Exhibit "B" – Time Extension  
(3) Securities







**APPROVED PUBLIC IMPROVEMENT PLANS:**

**STREET IMPROVEMENT DRAWING NO.** 6521

**STREET LIGHT DRAWING NO.** 6521LT

**SEWER IMPROVEMENT DRAWING NO.** 2962

**STORM DRAIN IMPROVEMENT DRAWING NO.** \_\_\_\_\_

**TRAFFIC SIGNAL DRAWING NO.** \_\_\_\_\_

**SIGNING & STRIPING DRAWING NO.** 6522

**INTERCONNECT DRAWING NO.** \_\_\_\_\_

**C.F.D. LANDSCAPE DRAWING NO.** \_\_\_\_\_

Bond No. CIC1945352  
Premium \$6,703.00

**BOND GUARANTEE FOR FAITHFUL PERFORMANCE**

**Land Improvement Agreement**

**WHEREAS**, the City of Fontana, State of California, and CHIPT FONTANA CITRUS AVENUE, L.P. hereinafter designated as "Applicant" have entered into an agreement whereby applicant agrees to install and complete certain designated public improvements which said agreement, dated April 2, 2024, and identified as Development Agreement No. 23-096 is hereby referred to and made a part hereof; and

**WHEREAS**, said applicant is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

**NOW, THEREFORE**, we the applicant and Capitol Indemnity Corporation as surety, are held and firmly bound unto the City of Fontana, hereinafter called the City, in the penal sum of One Million Three Hundred Thirty Six Thousand Two Hundred Sixty Eight and 84/100 (\$ 1,336,268.84 ) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by those presents.

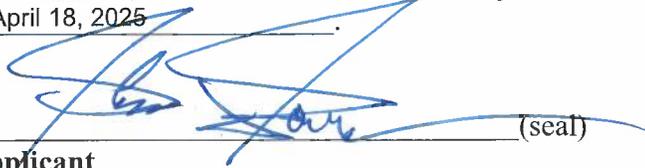
The condition of this obligation is such that if the above bonded applicant, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect, pursuant to Article III of Chapter 25, Article IV of Chapter 26 and Article III of Chapter 27 Fontana City Code, and any amendments thereto, for the installation of construction of:

Required public improvements as detailed in Development Agreement No. 23-096

As part of the obligation secured hereby and in addition to the face amount specified hereon, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the applicant and surety above named, on April 18, 2025.

  
\_\_\_\_\_  
**Applicant** (seal)

CHIPT Fontana Citrus Avenue, L.P.,  
a Delaware limited partnership

By: CHIPT Fontana Citrus Avenue GP, L.L.C.,  
a Delaware limited liability company, its general partner

By: CHIPT Fontana Citrus, L.P.,  
a Delaware limited partnership, its manager

By: CHI West 119 Citrus Boyle, L.P.,  
a Delaware limited partnership, its general partner

By: CHI Development GP, L.L.C.,  
a Delaware limited liability company, its general partner

  
Capitol Indemnity Corporation  
\_\_\_\_\_  
**Surety** Laura E. Sudduth, Attorney-In-Fact (seal)

**NOTE:** Signature for those executing for the surety must be properly acknowledge.



CAPITOL INDEMNITY CORPORATION  
POWER OF ATTORNEY

CIC1945352

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

Laura E. Sudduth of Houston, Texas  
Name of licensed Individual City and State

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

\$1,336,268.84 for CIC1945352 on behalf of CHIPT Fontana Citrus Avenue LP  
Bond Amount Bond Number Principal

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 8th day of January, 2002.

“RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 3rd day of May, 2017.

Attest:

*John E. Rzepinski*  
John E. Rzepinski  
Vice President, Treasurer & CFO  
*Suzanne M. Broadbent*  
Suzanne M. Broadbent  
Assistant Secretary



CAPITOL INDEMNITY CORPORATION

*Stephen J. Sills*  
Stephen J. Sills  
CEO & President

STATE OF WISCONSIN }  
COUNTY OF DANE } S.S.:

On the 3rd day of May, 2017 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



*David J. Regele*  
David J. Regele  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN }  
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 18th day of April, 2025



*Antonio Celi*  
Antonio Celi  
General Counsel, Vice President & Secretary

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of LOS ANGELES }

On MAY 8, 2025 before me, NICOLE J. WANG, PUBLIC NOTARY
Date Here Insert Name and Title of the Officer

personally appeared PHILIP J. PRASSAS
Name(s) of Signer(s)

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



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer - Title(s): \_\_\_\_\_

Corporate Officer - Title(s): \_\_\_\_\_

Partner - Limited General

Partner - Limited General

Individual Attorney in Fact

Individual Attorney in Fact

Trustee Guardian or Conservator

Trustee Guardian or Conservator

Other: \_\_\_\_\_

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 25-0672

**Agenda #:** L.

**Agenda Date:** 12/9/2025

**Category:** Consent Calendar

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**FROM:**

Engineering

**SUBJECT:**

Approve Security Substitution for Tract No. 20397, Located West of Banana Avenue and South of Foothill Boulevard, for Serena Village 206 Owner, LLC

**RECOMMENDATION:**

Approve security substitution for infrastructure improvements of Tract No. 20397 and authorize the City Manager to enter into a Subdivision Improvement Agreement with Serena Village 206 Owner, LLC for construction of infrastructure improvements.

**COUNCIL GOALS:**

- To invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.

**DISCUSSION:**

Tentative Tract Map No. 20397, located west of Banana Avenue and north of Foothill Boulevard, was approved by Planning Commission on August 16, 2022. The Final Tract No. 20397 was recorded on May 16, 2023. As a requirement of the project, the developer was conditioned to build the infrastructure improvements to support the development of Tract No. 20397. Inland Senior Development, LLC posted a Subdivision Improvement Agreement and Securities for infrastructure improvements on August 16, 2022.

Recently, Serena Village 206 Owner, LLC purchased the development from Inland Senior Development, LLC and has posted a Subdivision Improvement Agreement and Securities in the amount of \$29,178.90 to complete the required infrastructure improvements. Therefore, this action will allow the securities from Serena Village 206 Owner, LLC to replace securities from Inland Senior Development, LLC, which will be released. The requirements for the development of the subdivision have not changed.

**FISCAL IMPACT:**

There is no fiscal impact associated with the approval of this item.

**MOTION:**

Approve staff recommendation.

**SUBDIVISION IMPROVEMENT AGREEMENT**

Tract Map No.: 20397

**THIS AGREEMENT** is between the City of Fontana, a municipal corporation, County of San Bernardino, State of California ("City") and \_\_\_\_\_  
Serena Village 206 Owner, LLC ("Subdivider");

**WHEREAS**, the application for tentative Tract Map No. 20397, was conditionally approved on August 16th, 2022; and

**WHEREAS**, Subdivider is the owner of that certain parcel of land defined by the Final Map and Subdivider proposes to do and perform certain work of improvement thereon as set forth in this agreement; and

**WHEREAS**, City desires to assure that the proposed improvements will be done in a good workmanlike manner and in accordance with the laws and standards now in force and effect in the City, the terms and conditions of which are incorporated herein by reference; and

**WHEREAS**, Subdivider declares acknowledgement the pertinent regulations contained in the City Code and in the Subdivision Map Act (Government Code Sections 66410 to 66500) and agrees to comply therewith; and

**WHEREAS**, a Final Map of the subdivision, prepared in accordance with the City's Subdivision Ordinance, has been filed by Subdivider with City for approval by the City Council;

**NOW THEREFORE**, in consideration of the approval and acceptance of the Final Map by the City Council and the acceptance of easements therein offered for dedication for street, utility, and other public purposes and the covenants herein contained, the parties hereto mutually covenant and agree as follows:

1. **General requirements:**

Subdivider shall, at its own cost and expense, provide all required tests, design work, equipment, materials and labor in order to complete all of the improvements as associated with the requirements per the approved project or to the satisfaction of the City Engineer of the City of Fontana. All required improvements have an estimated cost of construction totaling Twenty Nine Thousand One Hundred Seventy Eight Dollars and 99/100 (\$ 29,178.90) as shown on Exhibit "A". Improvements are shown on approved plans on file with City Engineer.

The estimated cost of construction set forth in Exhibit "A" is for estimation purposes only, and for calculation of the amount of securities

required pursuant to the provisions of section (2), below. Subdivider's obligation to complete the improvements, or any portion of them, is not limited in any way by the estimated cost of construction, and the obligation of Subdivider's surety in connection with the securities required pursuant to the provisions of section (2), below.

2. **Security:**

Subdivider shall, at all times, guarantee its performance of this agreement by furnishing to City and maintaining good and sufficient security as required by the State Subdivision Map Act on forms approved by City for the purposes and in the amounts as follows:

- a. To ensure a faithful performance of this agreement in regard to the improvements in the amount of 100% of the estimated cost of construction of the improvements; and
- b. To secure payment to any contractor, sub-contractor, persons renting equipment or furnishing labor or materials for the improvements required to be constructed or installed pursuant to this agreement in the additional amount of 100% of the estimated cost of construction of the improvements; and
- c. To guarantee or warranty the work done pursuant to this agreement for a period of one (1) year following acceptance thereof by City Council of the City of Fontana against any defective work or labor done or defective materials furnished in the amount of 20% of the estimated cost of construction of the improvements; and
- d. To warranty the setting of required subdivision monuments within one-year following recordation of the Final Map in the amount of 100% of the estimated cost of setting subdivision monuments as shown in Exhibit "A".
- e. To guarantee the landscape maintenance of all landscape improvements for a period of one year (1) year following acceptance of thereof by the City.

The securities required by this agreement shall be kept on file with the City Clerk. The terms of the security documents required by this agreement are hereby incorporated in this agreement by reference and copies attached hereto.

The security, which guarantees performance, can be released upon acceptance of the improvements by the City Council. The security which guarantees payment to contractor, sub-contractors and to persons furnishing labor, materials or equipment will be released 6 months after acceptance of the improvements by the

City Council, less the total of all claims to which the City has been given proper notice.

Securities may be released upon the final completion and acceptance of the work subject to the provisions herein. The City Council, in its absolute discretion, may release a portion of the security given for faithful performance of the improvement work as the improvement progresses upon application thereof by the Subdivider.

3. **Time of Completion:**

All of the required improvements shall be completed within 24 months from the effective date of this agreement. If the work is not completed within the specified time period because of acts of God, the public enemy, the City, or because of fire, flood, epidemic, quarantine restrictions, strikes or freight embargoes, the Subdivider shall be entitled to an extension beyond the specified time period for a period equal to the length of such delay within ten days from the beginning of such delay.

In addition to the extension for the reasons referenced in the foregoing paragraph, Subdivider may submit a written request, Exhibit "B", for a discretionary extension of the time for completion of the improvements to the City Engineer. The City Engineer may grant or reject such extension, in whole or in part or with conditions, in his sole discretion. If an extension of time is granted it shall in no way affect the validity of this contract or release the surety on the securities referenced herein.

In the event that Subdivider fails to complete the improvements within the required period or any approved extension, the City may complete the work and shall be entitled to recover the full cost and expenses thereof from Subdivider, or his surety as herein provided. If City pursues completion of the improvement work, it may require Subdivider, or his surety, to pay the City in advance, sufficient monies to cover the City's cost in completing construction of the improvements.

Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not commence running until Subdivider, or Subdivider's surety pursuant to Section 2 of this Agreement, has provided the City Engineer with written notice of Subdivider's intent to abandon or otherwise not complete the improvements.

4. **Effective Date of Agreement:**

This Agreement shall not become effective unless and until the Subdivision Map has been approved by the City Council of the City of Fontana and also accepted

the Final Map for recordation by the County Recorder of the County of San Bernardino.

5. **Utility Deposits - Statements:**

Prior to the commencement of any work to be performed within the area delineated on the Final Map, the Subdivider must file a written statement with the City Clerk and the City Engineer, signed by the Subdivider, and each public utility involved, to the effect that Subdivider has made all deposits legally required by such public utility for the connection/extension of any and all public serving utilities to be provided to or within the subdivision.

6. **Permits - Compliance with Law:**

Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses, pay all charges, fees and taxes, and give all necessary and incidental notices to the due and lawful prosecution of the work.

7. **Definition and Ownership of Improvements:**

The term "improvements" means: grading, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail upon plans, profiles and specifications which have been prepared or are now in final preparation by engineers acting for Subdivider subject to approval by the City Engineer of the City of Fontana. No work on the improvements shall be commenced until plans and/or profiles therefore have been submitted, approved and permitted by the City Engineer. All required public improvements constructed or installed pursuant to this Agreement shall become the sole exclusive property of the City, without payment therefore, upon acceptance of the improvements by the City Council.

8. **Obligations of Subdivider:**

Notwithstanding the fact that Subdivider's plans and specifications, completion of the work, and other acts are subject to approval of the City, it is understood and agreed that any approval by the City thereof shall in no way relieve Subdivider of satisfactorily performing all work on the related obligations hereunder. The construction shall be done strictly in accordance with the plans and specifications prepared by Subdivider or its engineer, and as approved by the City as being consistent with the City Code and Standards. Subdivider warrants that its plans and specifications conform as a minimum to all City codes and standards and that they are adequate to accomplish the work in a good workmanlike manner and in accordance with responsible construction practices.

9. **Superintendence by Subdivider:**

Subdivider shall personally supervise all work involved in the improvements, or shall designate a competent foreman or superintendent, satisfactory to the City Engineer, to supervise the work at all times during progress, with authority to act for Subdivider. In the event satisfactory superintendence is not being exercised by the Subdivider, the City Engineer may order suspension of all work within the subdivision until the deficiency is adequately corrected.

10. **Repair and Replacements:**

Subdivider shall replace, or have replaced, or repair, or have repaired, as the case may be, or pay to the owner the entire cost of replacement or repairs, for all survey monuments or for any and all property damaged or destroyed by reason of any work done hereunder, whether such property be owned by the United States or any agency thereof, or by the City or by any public or private corporation, or by any person whomsoever or by combination of such owners. Any such repair or replacement shall be completed in a reasonable manner and subject to the approval of the City Engineer and affected property owner.

11. **Inspection by City:**

Subdivider shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work and to the shops where the work is in preparation. The cost of inspections shall be paid by the Subdivider.

12. **Approval by City Engineer.**

All required improvements shall be constructed under the inspection of and subject to approval of the City Engineer. Therefore, it is mutually agreed by the parties hereto that the City Engineer shall have the right to reject any or all of the work to be performed under this contract if such work does not conform to the plans and specifications set forth herein or the City's Codes and standards. Any damage to the improvements (existing or new) that occurs during the course of work performed under this Agreement shall be repaired or replaced, by the Subdivider, to the satisfaction of the City Engineer before the final acceptance of completed work and release of security.

13. **Liability for Performance Injury or Damage:**

Neither the City nor any of its officers or agents shall be liable to Subdivider or its contractors for any error or omission arising out of or in connection with any work to be performed under this contract. Additionally, the City shall not be liable to the Subdivider or to any other person, firm, or corporation whatsoever, for any injury or damage that may result to any person or property by or from any

cause whatsoever in, on, or about the subdivision of said land covered by this Agreement, or any part thereof.

14. **Indemnification and Release:**

Prior to the commencement of any work pursuant to this contract, Subdivider's contractors shall furnish to City satisfactory evidence of an insurance policy written upon a form and by a company (which meets with the approval of City) insuring City, its officers, agents, and employees against loss or liability which may arise during the work or which may result from any of the work herein required to be done, including all costs of defending and claim arising as a result thereof. Minimum liability and property damage insurance shall not be less than \$250,000 for all damages arising out of bodily injury to a death of one person and not less than \$1,000,000 for all damages arising out of bodily injuries to or death of more than one person in any occurrence; and not less than \$250,000 for all damages and/or destruction of property in any one occurrence and not less than \$500,000 for all damages and/or destruction of property during the policy period. Such policy shall be in favor of Subdivider or its contractors and of the City, its officers, agents, and employees and shall be maintained in full force and effect during the life of this contract. The policy shall state by its terms and by an endorsement that it shall not be cancelled until City shall have had at least ninety (90) days' notice in writing of such cancellation.

The Subdivider hereby releases and agrees to indemnify and save the City harmless from and against any and all injuries to and deaths of persons and injuries to property, and all claims, demands, costs, loss, damage and liability, howsoever the same may be caused and whensoever the same may appear, resulting directly or indirectly from the performance or non-performance of any of or all work to be done in and upon premises adjacent thereto pursuant to this Agreement, and also from any and all injuries to and deaths of persons and injuries to property or other interests and all claims, demands, costs, loss, damage, and liability, howsoever same may be caused and whensoever the same may appear, either directly or indirectly made or suffered by the Subdivider, the Subdivider's agents, employees, and sub-contractors, while engaged in the performance of the work.

15. **Liability of Subdivider:**

The Subdivider agrees that the use for any purpose and by any person of any and all of the streets, easements and improvements herein specified shall be at the sole and exclusive risk of the Subdivider at all times prior to final acceptance by the City of the completed street and other improvements thereon and therein; provided that acceptance by the City shall in no way eliminate or lessen any of Subdivider's obligations or undertakings contained in this Agreement. The issuance of any occupancy permits (if granted) by the City for buildings located within the subdivision shall not be construed in any manner to constitute an

acceptance and approval of any or all of the required improvements in said subdivision.

16. **Relationship of Contractors:**

It is hereby mutually covenanted and agreed by the parties hereto that Subdivider's contractors are not agents of the City, if any, are those of independent contractors.

17. **Repair or Reconstruction of Defective Work:**

If, within a period of up to one year after City Council acceptance of the improvement work performed under this Agreement, any of the improvements for work done under this Agreement fails to fulfill any of the requirements of this Agreement, or the specifications referred to herein, Subdivider shall without delay and without any cost to the City (upon receipt of written notice from the City), repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Subdivider fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Subdivider can be notified, City may, at its own option, make the necessary repairs or replacements or perform the necessary work and offset that amount against any security pledged by Subdivider for faithful performance, labor and materials, or warranty obligations under this agreement.

18. **Warranty:**

Without limiting the foregoing, Subdivider warrants and guarantees: materials used and workmanship performed on said work for a period of one (1) year after completion and acceptance thereof by the City, and the setting of all required Final Map monuments.

19. **Assignment:**

This agreement shall not be assignable by Subdivider without written consent of City.

IN WITNESS WHEREOF, this agreement shall for all purposes be deemed an original thereof, having been duly executed by the Subdivider herein named on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ being duly signed by its undersigned representative(s) pursuant to authority of its governing body.

**SUBDIVIDER**

**CITY OF FONTANA**

By: Leonard S. Miller

By: \_\_\_\_\_  
City Manager

Leonard S. Miller

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Name

Executive Vice President

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

\_\_\_\_\_  
Print Name

**APPROVED AS TO CONTENT:**

By: \_\_\_\_\_  
City Engineer

\_\_\_\_\_  
Print Name

### ACKNOWLEDGMENT

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

State of California  
County of Orange )

On April 7, 2025 before me, Stephanie Rossi, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *Stephanie Rossi*

(Seal)



Attachments: (1) Exhibit "A" – Cost Estimate  
(2) Exhibit "B" – Time Extension  
(3) Securities

**CITY OF FONTANA  
ENGINEERING**



- PRELIMINARILY APPROVED
- CONSTRUCTION APPROVED
- FINAL APPROVED
- CORRECTIONS
- FOR INFORMATION ONLY

BY Henry Pham DATE 10/19/2022

**STAFF USE ONLY**  
ENGINEERING PC NO.  
ELPC21-000070

**CITY OF FONTANA  
ENGINEERING DEPARTMENT  
COST ESTIMATE - EXHIBIT "A"**

|           |                                |                |                     |
|-----------|--------------------------------|----------------|---------------------|
| DATE:     | 09/12/22                       | PROJECT NAME   | Serena Village East |
| DEVELOPER | Inland Senior Development, LLC | TRACT MAP NO.  | 20397               |
| ENGINEER  | MFKessler                      | PARCEL MAP NO. |                     |
| PHONE NO. | (949) 339-5332                 |                |                     |

**STREET IMPROVEMENTS**

| ITEM  | QUANTITY | UNIT | UNIT COST | AMOUNT  |
|---|----------|------|-----------|---------|
| 6" CURB & GUTTER                                  |          | L.F. | 17.00     | 0.00    |
| 8" CURB & GUTTER                                  | 150      | L.F. | 19.00     | 2850.00 |
| 8" THICK CROSS GUTTER                             |          | S.F. | 11.00     | 0.00    |
| 4" SIDEWALK                                       | 900      | S.F. | 7.00      | 6300.00 |
| ACCESS RAMP                                       |          | EA   | 5,000.00  | 0.00    |
| DRIVE WAY APPROACHES                              |          | S.F. | 11.00     | 0.00    |
| ASPHALT CONCRETE DIKES                            | 51       | L.F. | 11.00     | 561.00  |
| FOG SEAL  |          | S.F. | 0.10      | 0.00    |
| IMPORTED EMBANKMENT                               |          | C.Y. | 10.00     | 0.00    |
| PREPARATION OF SUBGRADE                           |          | S.F. | 0.50      | 0.00    |
| *A.C.   | 30.4     | TON  | 150.00    | 4560.00 |
| *A.C.OVERLAY(0.20 THICKNESS)<br>PER CITY STANDARD | 10.1     | TON  | 150.00    | 1515.00 |
| **PCC CURB ONLY (MEDIAN)                          |          | L.F. | 16.00     | 0.00    |
| ADJUST SEWER MANHOLE TO GRADE                     |          | EA   | 500       | 0.00    |
| ADJUST SEWER CLEAN OUT TO GRADE                   |          | EA   | 300.00    | 0.00    |
| ADJUST WATER VALVES TO GRADE                      |          | EA   | 250.00    | 0.00    |
| BARRICADES  |          | L.F. | 40.00     | 0.00    |
| 2 X 4 REDWOOD HEADER                              |          | L.F. | 5.00      | 0.00    |
| *REMOVAL OF A.C. PAVEMENT                         |          | S.F. | 0.66      | 0.00    |
| **REMOVAL OF P.C.C. CURB                          | 138      | L.F. | 6.00      | 828.00  |
| *REMOVAL OF A.C. BERM                             |          | L.F. | 5.00      | 0.00    |
| RETAINING WALL H=2 1/2 FT. OR LESS                |          | L.F. | 40.00     | 0.00    |
| BLOCK WALL H=6 FEET                               |          | L.F. | 50.00     | 0.00    |
| AGGREGATE BASE                                    |          | TON  | 30.00     | 0.00    |
| GUARD POSTS                                       |          | EA   | 70.00     | 0.00    |
| GUARD PANEL (WOOD)                                |          | L.F. | 40.00     | 0.00    |
| SAWCUT  |          | L.F. | 3.50      | 0.00    |
| REFLECTORS AND POSTS                              |          | EA   | 100.00    | 0.00    |
| STREET SIGNS                                      |          | EA   | 250.00    | 0.00    |
|   |          | EA   |           | 0.00    |

**STREET IMPROVEMENT SUBTOTAL \$16,614.00**

\* A.C. ASPHALTIC CONCRETE  
\*\* P.C.C. PORTLAND CONCRETE CEMENT





APPROVED PUBLIC IMPROVEMENT PLANS:

|                             |        |
|-----------------------------|--------|
| STREET IMP. DWG. NO.        | 6220   |
| STREET LIGHT DWG. NO.       | 6220LT |
| SEWER IMP. DWG. NO.         |        |
| STORM DRAIN IMP. DWG. NO.   |        |
| TRAFFIC SIGNAL DWG. NO.     |        |
| SIGNING & STRIPING DWG. NO. |        |



**IN WITNESS WHEREOF**, this instrument, for all purposes as deemed an original, having been duly executed by the Principal and Surety, as evidenced by the signatures of their duly authorized representatives whose signatures appear below, on this 20th day of March, 2025.

Serena Village 206 Owner, LLC  
PRINCIPAL



Leonard S. Miller, Executive Vice President

(NOTARIZATION AND SEAL)

American Contractors Indemnity Company  
SURETY



Albert Melendez, Attorney-in-Fact

(NOTARIZATION AND SEAL)



**NOTE:** Please Attach Notary Acknowledgement and Power of Attorney.

### ACKNOWLEDGMENT

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

State of California  
County of Orange )

On April 7, 2025 before me, Stephanie Rossi, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *Stephanie Rossi* (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

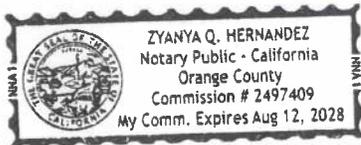
State of California }  
County of Orange }

MAR 20 2025

On \_\_\_\_\_, before me, Zyanya Q. Hernandez, Notary Public,  
personally appeared Albert Melendez

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

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



WITNESS my hand and official seal.

SIGNATURE \_\_\_\_\_

*Zyanya Q. Hernandez*

PLACE NOTARY SEAL ABOVE

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

**Description of attached document**

Title or type of document: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other than Named Above: \_\_\_\_\_



TOKIOMARINE  
HCC

**POWER OF ATTORNEY**  
**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Erik Johansson, Jennifer Anaya, Melissa Lopez, Albert Melendez, Christina Rogers, Joaquin Perez, Martha Barreras, Vanessa Ramirez, Zyanya Hernandez or Jonathan Batin of Tustin, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\* UNLIMITED \*\*\*\*\*** Dollars (\*\*\*\*\* UNLIMITED \*\*\*\*\*). This Power of Attorney shall expire without further action on April 23<sup>rd</sup>, 2026. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18<sup>th</sup> day of April 2022.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California  
County of Los Angeles



By:   
Daniel P. Aguilar, Vice President

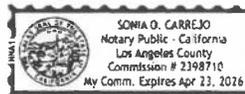
*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document*

On this 18<sup>th</sup> day of April 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 20<sup>th</sup> day of March, 2025.

Corporate Seals  
Bond No. 1001199511  
Agency No. 19261 - PDF POA



  
Kio Lo, Assistant Secretary



Surety Group  
801 S. Figueroa Street, Suite 700  
Los Angeles, CA 90017 USA  
Tel: 310-649-0990

**SURETY BOND SEAL ADDENDUM**

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

Due to logistical issues associated with the use of traditional seals during this COVID-19 pandemic, American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, (individually, the "Company" and collectively, the "Companies") have authorized its Attorneys-in-Fact to affix the Companies' corporate seal to any bond executed on behalf of the Companies by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of any of the Companies by its Attorney-in-Fact, each Company hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 1<sup>st</sup> day of April 2020.

**American Contractors Indemnity Company, Texas Bonding Company,  
United States Surety Company and U.S. Specialty Insurance Company**



By: Frank Mester  
Frank Mester, Vice President

To Supersede Markel Insurance Company Bond No. 4461661  
Issued in Triplicate

Bond No. 1001199511  
Premium \$ Included In Cost of the  
Performance Bond

**SECURITY BOND FOR LABOR AND MATERIALS OF**  
**SUBDIVISION AGREEMENT**

Tract Map No.: 20397

**WHEREAS**, the City Council of the City of Fontana, State of California, and Serena  
Village 206 Owner, LLC ("Principal") have entered into an agreement dated \_\_\_\_\_,  
(the "Agreement") which is incorporated herein by reference, in which Principal has agreed to  
construct, install and completed certain designated public improvements; and

**WHEREAS**, under the terms of the Agreement, Principal is required to file before  
commencing work a good and sufficient payment bond with the City of Fontana to secure the  
claims allowed in California Civil Code Sections 3082 et seq.

**NOW, THEREFORE**, Principal and the undersigned as corporate surety, are held firmly  
bound unto the City of Fontana and all contractors, subcontractors, laborers, material men and  
other persons employed in the performance of the Agreement and referred to in the above  
referenced sections of the Code of Civil Procedure in the sum of Twenty Nine Thousand One Hundred  
Seventy Eight Dollars and 90/100  
(\$ 29,178.90) materials furnished or labor performed of any kind under the  
Agreement, or for amounts due under the Unemployment Insurance Act with respect to such  
work or labor, that said surety will pay the sum in an amount not exceeding this amount herein  
set forth above, and in the event legal action is brought upon this bond, the surety will pay, in  
addition to the face amount of this bond, such costs and reasonable expenses and fees, including  
reasonable attorney's fees, incurred in successfully enforcing this obligation, as may be awarded  
and fixed by a court of competent jurisdiction in any judgement entered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of all  
persons, companies, and corporations entitled to file claims pursuant to Section 3082 et sec. of  
the California Civil Code.

This bond shall be and remain in full force and effect until all terms and conditions of the  
Agreement are fully met and performed by the Principal, his or its heirs, executors,  
administrators, successors or assigns, to the satisfaction of the City of Fontana. Upon fulfillment  
of the obligations set forth in the Agreement as specified above, this obligation bond shall  
become null and void.

The surety hereby stipulates and agrees that no change, extension of time, alteration to  
the terms of the Agreement or the specifications accompanying it shall in any manner affect its  
obligation on this bond and surety hereby waives notice of any such change, alteration or  
addition.

IN WITNESS WHEREOF, this instrument, for all purposes be deemed an original having been duly executed by the Principal and Surety, as evidenced by the signatures of their duly authorized representatives whose signatures appear below, on this 20th day of March, 2025.

Serena Village 206 Owner, LLC  
PRINCIPAL



Leonard S. Miller, Executive Vice President  
(NOTARIZATION AND SEAL)

American Contractors Indemnity Company  
SURETY



Albert Melendez, Attorney-in-Fact  
(NOTARIZATION AND SEAL)



**NOTE:** Please Attached Notary Acknowledgement and Power of Attorney

### ACKNOWLEDGMENT

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

State of California  
County of Orange )

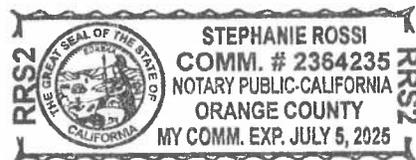
On April 7, 2025 before me, Stephanie Rossi, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *Stephanie Rossi* (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California }  
County of Orange }

On MAR 20 2025, before me, Zyanya Q. Hernandez, Notary Public,  
personally appeared Albert Melendez

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

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



WITNESS my hand and official seal.

SIGNATURE Zyanya Q. Hernandez

PLACE NOTARY SEAL ABOVE

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

**Description of attached document**

Title or type of document: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other than Named Above: \_\_\_\_\_



**POWER OF ATTORNEY**  
**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS. That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Erik Johansson, Jennifer Anaya, Melissa Lopez, Albert Melendez, Christina Rogers, Joaquin Perez, Martha Barreras, Vanessa Ramirez, Zyanya Hernandez or Jonathan Batin of Tustin, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\* UNLIMITED \*\*\*\*\*** Dollars (\*\*\*\*\* UNLIMITED \*\*\*\*\*). This Power of Attorney shall expire without further action on April 23<sup>rd</sup>, 2026. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18<sup>th</sup> day of April 2022.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California  
County of Los Angeles



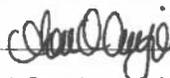
By:   
Daniel P. Aguilar, Vice President

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

On this 18<sup>th</sup> day of April 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 20<sup>th</sup> day of March, 2025

Corporate Seals  
Bond No. 1001199511  
Agency No. 19261 - PDF POA



  
Kio Lo, Assistant Secretary



Surety Group  
801 S. Figueroa Street, Suite 700  
Los Angeles, CA 90017 USA  
Tel: 310-649-0990

**SURETY BOND SEAL ADDENDUM**

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

Due to logistical issues associated with the use of traditional seals during this COVID-19 pandemic, American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, (individually, the "Company" and collectively, the "Companies") have authorized its Attorneys-in-Fact to affix the Companies' corporate seal to any bond executed on behalf of the Companies by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of any of the Companies by its Attorney-in-Fact, each Company hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 1<sup>st</sup> day of April 2020.

**American Contractors Indemnity Company, Texas Bonding Company,  
United States Surety Company and U.S. Specialty Insurance Company**



By: Frank Mester  
Frank Mester, Vice President

To Supersede Markel Insurance Company Bond No. 4461661  
Issued in Triplicate

Bond No. 1001199511  
Premium \$ Included In Cost of the  
Performance Bond

**SUBDIVISION WARRANTY OBLIGATION BOND**

**Tract Map No.:** 20397

**WHEREAS**, The City Council of the City of Fontana, State of California, and, \_\_\_\_\_  
Serena Village 206 Owner, LLC ("Principal") have entered into an agreement dated  
\_\_\_\_\_(the "Agreement") which is incorporated herein by referenced, in which Principal  
has agreed to warrant and guarantee the installation and maintenance of certain designated public  
improvements; and

**WHEREAS**, under the terms of the Agreement, Principal is required to **file before  
acceptance of improvements** by the City of Fontana a good and sufficient payment bond with  
the City of Fontana to secure the performance of its warranty and guarantee obligation under the  
Agreement.

**NOW, THEREFORE**, Principal and the undersigned as corporate surety, are held firmly  
bound unto the City of Fontana in the sum of FIVE THOUSAND EIGHT HUNDRED THIRTY FIVE And 78/100  
(\$5,835.78 ) to secure the warranty and guarantee of Principal against any defective work or  
labor or material furnished in connection with the installation and maintenance of the public  
improvements required by the Agreement.

This bond shall be and remain in full force and effect, and shall indemnify and hold  
harmless the City of Fontana, its officers, agents and employees until all warranty or guarantee  
time periods required under the Agreement following performance of all terms, covenants,  
provisions and conditions of the Agreement, and any agreed upon alterations or additions thereto  
have expired as to the Principal, his or its heirs, executors, administrators, successors or assigns.  
Upon fulfillment of the obligations set forth in the Agreement as specified above, this obligation  
bond shall become null and void.

As a part of the obligation secured hereby, Principal shall pay, in addition to the face  
amount of this bond, all costs and reasonable expenses and fees including reasonable attorney's  
fees incurred by the City of Fontana in successfully enforcing this obligation, as may be awarded  
by a court of competent jurisdiction in any judgement upon this bond.

The surety hereby stipulates and agrees that no change, extension or time, alteration or  
addition to the terms of the Agreement or the specifications accompanying it shall in any manner  
affect its obligation on this bond and surety hereby waives notice of any such change, alteration  
or addition.

IN WITNESS WHEREOF, this instrument, for all purposes be deemed an original, having been duly executed by the Principal and Surety, as evidenced by the signatures of their duly authorized representatives whose signatures appear below, on this 20th day of March, 20 25.

Serena Village 206 Owner, LLC  
PRINCIPAL



Leonard S. Miller, Executive Vice President  
(NOTARIZATION AND SEAL)

American Contractors Indemnity Company  
SURETY



Albert Melendez, Attorney-in-Fact  
(NOTARIZATION AND SEAL)

**NOTE:** Please Attached Notary Acknowledgement and Power of Attorney

### ACKNOWLEDGMENT

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

State of California  
County of Orange )

On April 7, 2025 before me, Stephanie Rossi, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *Stephanie Rossi* (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

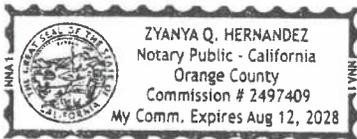
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Orange }

On MAR 20 2025, before me, Zyanya Q. Hernandez, Notary Public,  
personally appeared Albert Melendez

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

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



WITNESS my hand and official seal.

SIGNATURE Zyanya Q. Hernandez

PLACE NOTARY SEAL ABOVE

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

**Description of attached document**

Title or type of document: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other than Named Above: \_\_\_\_\_



**TOKIO MARINE  
HCC**

**POWER OF ATTORNEY  
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Erik Johansson, Jennifer Anaya, Melissa Lopez, Albert Melendez, Christina Rogers, Joaquin Perez, Martha Barreras, Vanessa Ramirez, Zyanya Hernandez or Jonathan Batin of Tustin, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** \*\*\*\*\* UNLIMITED \*\*\*\*\* Dollars (\*\*\*\*\* UNLIMITED \*\*\*\*\*). This Power of Attorney shall expire without further action on April 23<sup>rd</sup>, 2026. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18<sup>th</sup> day of April 2022.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California  
County of Los Angeles



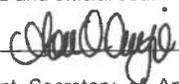
By:   
Daniel P. Aguilar, Vice President

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

On this 18<sup>th</sup> day of April 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 20<sup>th</sup> day of March, 2025.

Corporate Seals  
Bond No. 1001199511  
Agency No. 19261 - PDF POA



  
Kio Lo, Assistant Secretary



Surety Group  
801 S. Figueroa Street, Suite 700  
Los Angeles, CA 90017 USA  
Tel. 310-649-0990

**SURETY BOND SEAL ADDENDUM**

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

Due to logistical issues associated with the use of traditional seals during this COVID-19 pandemic, American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, (individually, the "Company" and collectively, the "Companies") have authorized its Attorneys-in-Fact to affix the Companies' corporate seal to any bond executed on behalf of the Companies by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of any of the Companies by its Attorney-in-Fact, each Company hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 1<sup>st</sup> day of April 2020.

**American Contractors Indemnity Company, Texas Bonding Company,  
United States Surety Company and U.S. Specialty Insurance Company**



By: Frank Mester  
Frank Mester, Vice President



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 25-0673

**Agenda #:** M.

**Agenda Date:** 12/9/2025

**Category:** Consent Calendar

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**FROM:**

Engineering

**SUBJECT:**

Resolution of the City Council of the City of Fontana Declaring, Pursuant to Government Code Section 54221, that Real Property Located at 7028 Citrus Avenue, Fontana, California, Owned by the City of Fontana, Identified as Assessor Parcel Numbers 0228-151-62 and 0228-151-66, is Exempt Surplus, and Finding that Such Declaration and Authorization is Exempt from Environmental Review under the California Environmental Quality Act

**RECOMMENDATION:**

1. Adopt **Resolution No. 2025-107**, declaring City-Owned properties (Lettered Lots E & I of Tract Map No. 17389) as Exempt Surplus Land.
2. Determine that the project is exempt pursuant to Section No. 15060(c)(3), because it is not a project as defined by the CEQA Guidelines, Section 15378.

**COUNCIL GOALS:**

- To invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.

**DISCUSSION:**

The City of Fontana ("City") is the owner of two contiguous parcels of real property located at 7028 Citrus Avenue, identified as Assessor Parcel Numbers 0228-151-62 and 0228-151-66 ("Property").

The Property is currently vacant and unimproved, consisting of a total combined area of approximately 258 square feet. Staff has determined that the City no longer has a use for the Property. As such, the City wishes to dispose of the property in accordance with the Surplus Land Act.

Surplus Land Act

The Surplus Land Act (Government Code section 54220 et seq.) ("Act") requires local agencies to undertake a specific process before disposing of land determined to be "surplus." A formal finding by the City Council is required to declare land as surplus.

The Act provides an exception for certain small parcels, designating them as "exempt surplus land." Pursuant to Government Code section 54221(f)(1)(B), land may be declared exempt surplus land if it meets the following criteria:

1. The land is less than one-half acre in area (21,780 square feet). The Property is approximately 258 square feet.
2. The land is not contiguous to state or local agency property used for open space or low-or moderate-income housing. Based on staff review of the adjacent properties, the Property is not contiguous to land use for these purposes.

Since the Property meets both criteria, the property may be declared exempt surplus land.

California Environmental Quality Act (CEQA)

This Resolution has been reviewed with respect to the applicability of the California Environmental Quality Act (Public Resources Code, Section 21000 *et seq.*) ("CEQA"). City staff has determined that the designation of this property as exempt surplus does not have the potential for creating a significant effect on the environment and is therefore exempt from further review under CEQA pursuant to State CEQA Guidelines Section 15060(c)(3), because it is not a project as defined by the CEQA Guidelines, Section 15378. Adoption of the Resolution does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

**FISCAL IMPACT:**

The adoption of this Resolution has no direct fiscal impact. However, the subsequent sale of the Property will generate revenue for City upon sale of the parcels.

**MOTION:**

Approve staff recommendation.

**RESOLUTION NO. 2025-XXXX**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA DECLARING PURSUANT TO GOVERNMENT CODE SECTION 54221 THAT REAL PROPERTY OWNED BY THE CITY OF FONTANA LOCATED AS SHOWN ON THE ATTACHED LEGAL DESCRIPTION IS EXEMPT SURPLUS LAND FOR PURPOSES STATED HEREIN AND FINDING THAT SUCH DECLARATION AND AUTHORIZATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.**

**WHEREAS**, the City of Fontana (the “City”) is the owner of that certain real property, which consists of approximately 458.38 square feet, and is more particularly described in Exhibit “A” and depicted in Exhibit “B,” attached hereto and incorporated herein by this reference (the “Property”); and

**WHEREAS**, the Property is less than one half acre in area, or 21,780 square feet, and it is not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes; and

**WHEREAS**, the City no longer has any use for the Property; and

**WHEREAS**, the Surplus Land Act, Government Code, section 54220 *et seq.* (as amended, the “Act”), applies when a local agency disposes of “surplus land,” as that term is defined in Government Code, section 54221; and

**WHEREAS**, the Property is “surplus land” under the Act, because it is land owned in fee simple by the City for which the City Council will take formal action (in the form of adoption of this resolution) in a regular public meeting declaring that the land is surplus and is not necessary for the City’s use; and

**WHEREAS**, the Property may be declared exempt surplus land if it is less than one-half acre in area and it is not contiguous to state or local agency property used for open-space or low- or moderate-income housing (Government Code, section 54221(f)(1)(B)); and

**WHEREAS**, the Property does not meet any of the criteria listed in Government Code section 54221(f)(2).

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Fontana, California, as follows:

**Section 1.** The above recitals are true and correct and are a substantive part of this Resolution.

**Section 2.** The City Council hereby finds that (i) the Property is no longer necessary for the City’s use, and (ii) the Property is smaller than one-half acre in area because it is a total of 458.38 square feet, and it is not contiguous to state or local agency property used for open-space or low- or moderate-income housing.

**Section 3.** The City Council therefore declares that the Property is exempt surplus land pursuant to section 54221(f)(1)(B) of the Act.

**Section 4.** This Resolution has been reviewed with respect to the applicability of the California Environmental Quality Act (Public Resources Code, Section 21000 *et seq.*) (“CEQA”). Agency staff has determined that the designation of this property as exempt surplus does not have the potential for creating a significant effect on the environment and is therefore exempt from further review under CEQA pursuant to State CEQA Guidelines Section 15060(c)(3), because it is not a project as defined by the CEQA Guidelines, Section 15378. Adoption of the Resolution does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

**Section 5.** If any section, subsection, paragraph, sentence, clause or phrase of this Resolution is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Resolution.

**Section 6.** The City Clerk shall certify to the adoption of this Resolution.

**APPROVED AND ADOPTED** this 9<sup>th</sup> day of December, 2025.

**READ AND APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
City Attorney

I, Germaine McClellan Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Resolution is the actual Resolution duly and regularly adopted by the City Council at a regular meeting held on the 9<sup>th</sup> day of December, 2025, by the following vote to wit:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAIN:**

Resolution No. 2025-XXXX

---

City Clerk of the City of Fontana

---

Mayor of the City of Fontana

**ATTEST:**

---

City Clerk

**Exhibit A**  
**Legal Description**

**Exhibit B**

**Plat Map**

**EXHIBIT "A"**  
LEGAL DESCRIPTION  
PROPERTY ACQUISITION

LOTS "E" AND "I" OF TRACT MAP NO. 17389, RECORDED IN MAP BOOK 335, PAGES 70 THROUGH 72, RECORDS OF SAN BERNARDION COUNTY, STATE OF CALIFORNIA

ATTACHED HERETO AND MADE A PART OF THIS LEGAL DESCRIPTION IS A PLAT LABELED EXHIBIT "B".



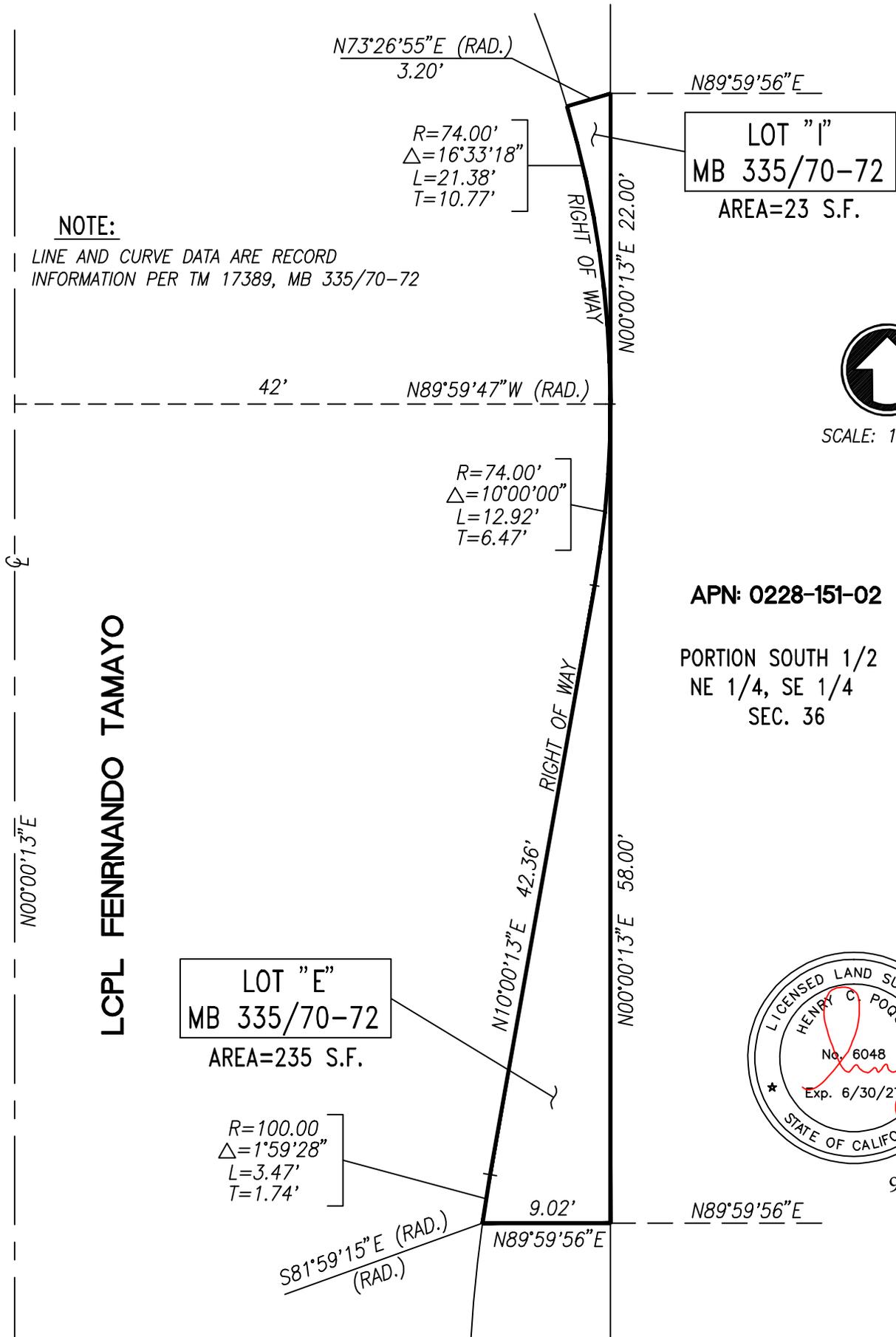
9/9/25

# EXHIBIT "B"

LOTS "E" AND "I", TM 17389, MB 335/70-72

**NOTE:**

LINE AND CURVE DATA ARE RECORD  
INFORMATION PER TM 17389, MB 335/70-72



SCALE: 1"=10'

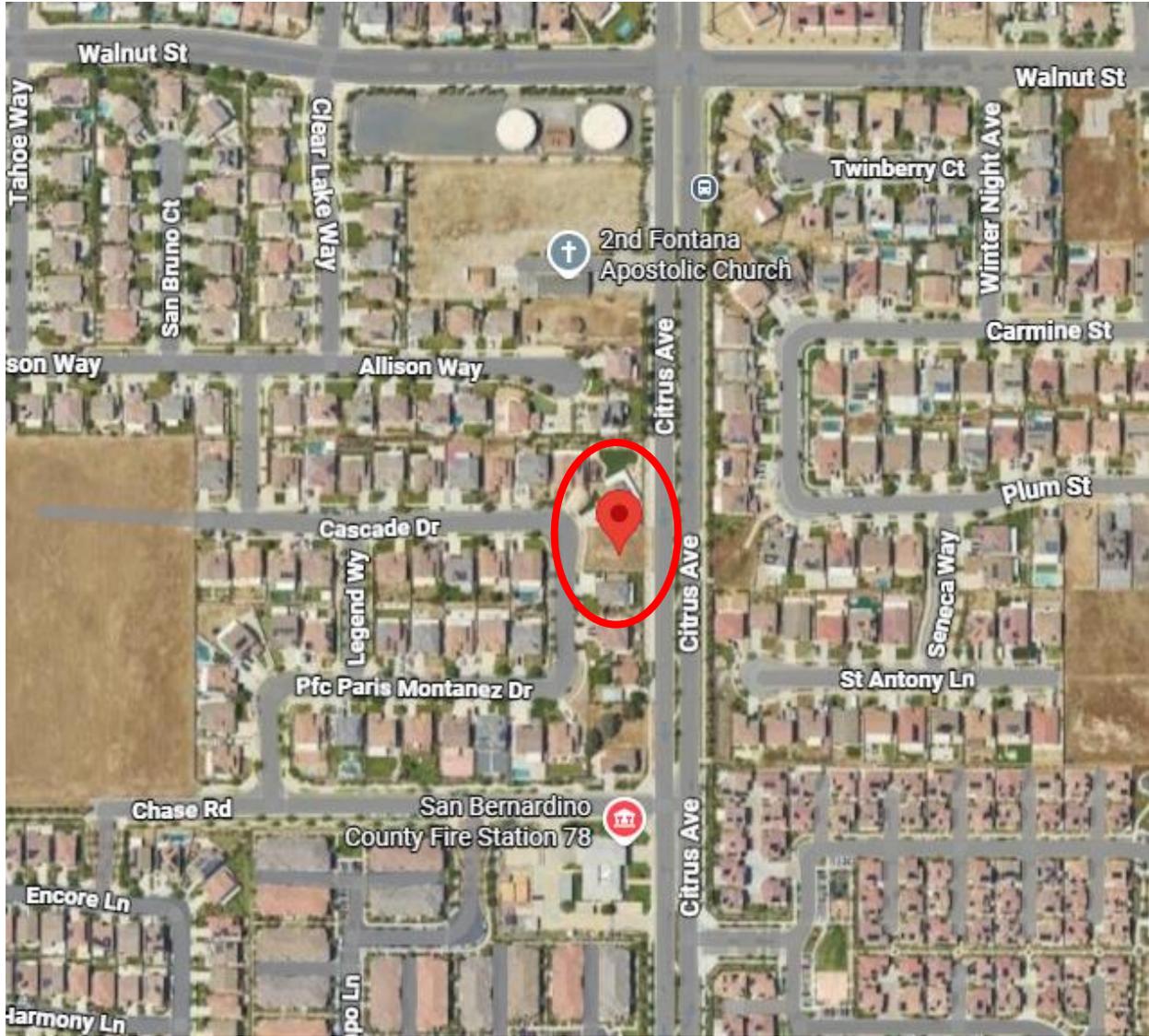
APN: 0228-151-02

PORTION SOUTH 1/2  
NE 1/4, SE 1/4  
SEC. 36



9/9/25

Project Location





# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

**File #:** 25-0674

**Agenda #:** N.

**Agenda Date:** 12/9/2025

**Category:** Consent Calendar

**FROM:**

Engineering

**SUBJECT:**

Approve Amendment No. 5 to the Professional Services Agreement for Architectural Design Services for the City Hall Renovation Project - Phase II (City Hall; DE-24-147-SP)

**RECOMMENDATION:**

1. Approve and authorize the City Manager to execute Amendment No. 5 to the Professional Services Agreement with Sillman Wright Architects for Architectural Design Services for the City Hall Renovation Project - Phase II (DE-24-147-SP) in the amount of \$567,700.00, for a total contract amount of \$2,794,310.00.
2. Approve and authorize the City Manager to execute future amendments not exceeding \$100,000.00.

**COUNCIL GOALS:**

- To invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.

**DISCUSSION:**

The City Hall Renovation Project - Phase II (City Hall) is a proposed project to be constructed in place of the existing City Hall Building located at 8353 Sierra Avenue, Fontana, CA 92335, and shall consist of demolishing the existing one-story building, and constructing a two-story municipal building occupying a building footprint of approximately 35,000 square feet. The first tier will consist of parking spaces, a City Council Chambers of approximately 3,500 square feet, public access services space, and office space with some of the first floor containing volume ceiling. The second floor will be solely comprised of office spaces. The intent of the building is to serve as office space for City staff, provide public and employee parking on the Civic Campus, and serve as the primary public interface for residents and businesses within the City.

A Request for Proposals (RFP) was issued for Design Services for City Hall Renovation Project - Phase II in March 2024. The City received sixteen (16) proposals and the evaluation committee recommended Sillman Wright Architects of Temecula, CA as the overall best value on the criteria outlined in the RFP.

On July 25, 2024, the City and Sillman Wright Architects executed a Professional Services

Agreement in the amount of \$99,000.00. The original agreement only covered the preliminary design work, with a mutual understanding that additional amendments were to be executed for full scope of work. On September 10, 2024, the City Council approved Amendment No. 1 in the amount of \$1,090,490.00 and authorized the City Manager to execute future design amendments with a not-to-exceed amount of \$100,000.00. Amendment No. 1 included Schematic Plan, Design Development, and 50% Working Drawings and Specifications. On April 22, 2025, the City Council approved Amendment No. 2 in the amount of \$766,670.00. Amendment No. 2 included Final Working Drawings & Specifications, Construction Contract Documents, and Bid Phase. On June 24, 2025, the City Council approved Amendment No. 3 in the amount of \$189,250.00. Amendment No. 3 included Audio-Visual Design for the new Council Chambers, a Parcel Map Consolidation and an Enclosed Pedestrian Bridge Design. On September 2, 2025, the City Manager executed Amendment No. 4 in the amount of \$81,200.00. Amendment No. 4 included a North Parking Lot Design, a Photovoltaic Design, and Additional Floor Plan Design changes.

The proposed Amendment No. 5 in the amount of \$567,700.00 includes modification of the Council Chambers design, street improvement lighting plan, architect support during construction, and the preparation of As-Built Drawings and administrative support during the warranty period.

The total not-to-exceed amount of the agreement, including the original Professional Services Agreement and all subsequent amendments to date, is \$2,794,310.00.

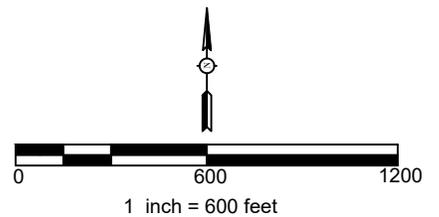
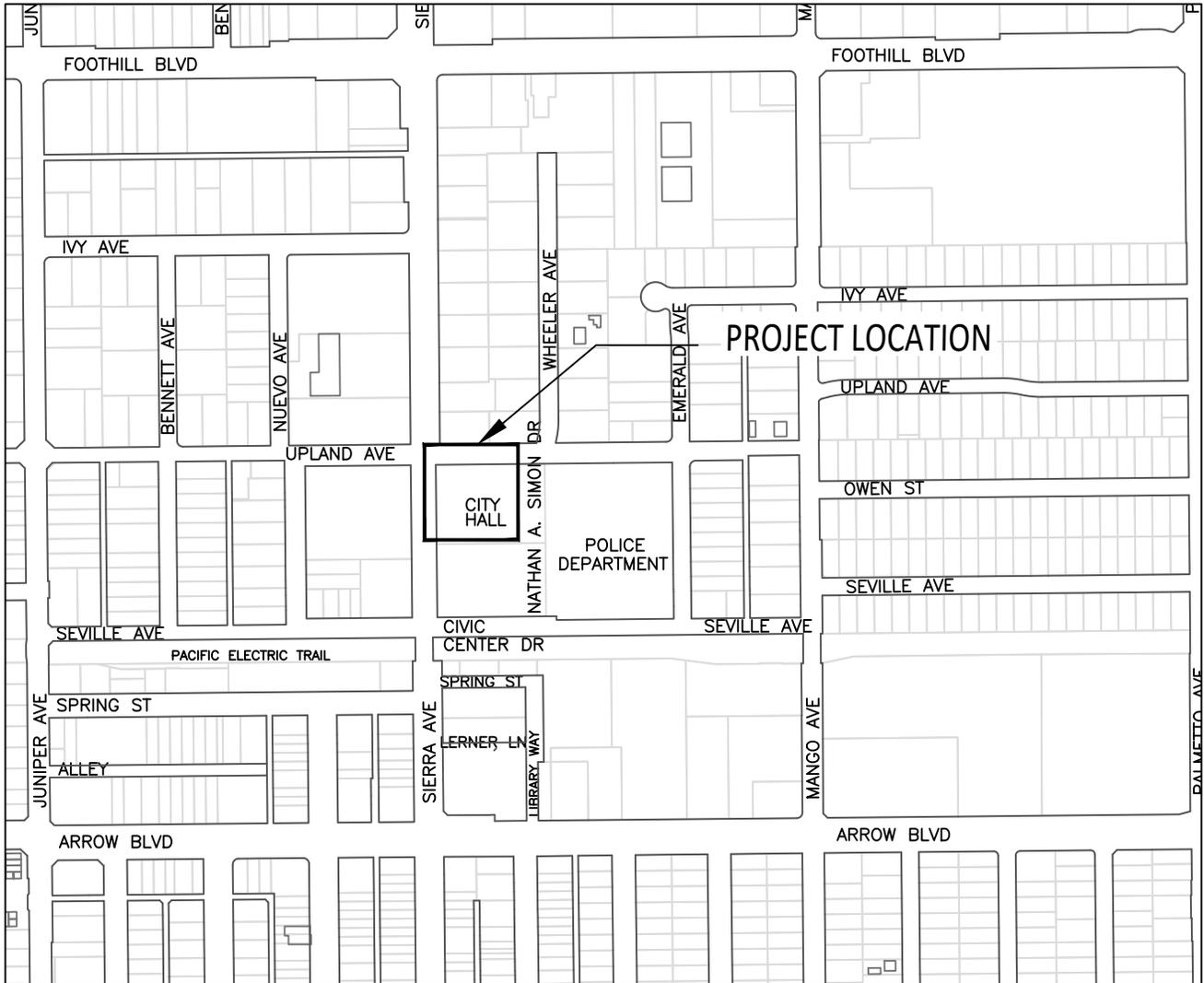
**FISCAL IMPACT:**

The fiscal impact associated with the approval of this item is \$567,700.00 for the full term of the Professional Services Agreement. This amount is included in the Fiscal Year 2025-2026 budget in project 37600012-601-A-8113, Fund 601 - Capital Reinvestment.

**MOTION:**

Approve staff recommendation.

# CITY HALL RENOVATION PROJECT PHASE II (CITY HALL)



**AMENDMENT NO. 5**  
**TO THE DESIGN SERVICES AGREEMENT**  
**DE-24-147-SP**

**BETWEEN**

**THE CITY OF FONTANA**

**AND**

**SILLMAN WRIGHT ARCHITECTS**

**1. Parties and Date.**

This Amendment No. 5 to the Design Services Agreement DE-24-147-SP is made and entered into as of this 10<sup>th</sup> day of December 2025, by and between the City of Fontana (“City”) and Sillman Wright Architects, a Corporation with its principal place of business at 31045 Temecula Parkway, Suite 202, Temecula, California 92592 (Consultant). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

**2. Recitals.**

2.1 Consultant. The City and Consultant have entered into an agreement entitled “Professional Services Agreement” dated July 25, 2024 (“Agreement”) for the purpose of retaining the services of Consultant to provide Architectural Design services.

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to revise the scope of services and increase the not-to-exceed compensation amount. The Parties have therefore entered into that Amendment No. 1 dated September 11, 2024, Amendment No. 2 dated April 23, 2025, Amendment No. 3 dated June 25, 2025 and Amendment No. 4 dated August 25, 2025.

2.3 Amendment Authority. This Amendment No. 5 is authorized pursuant to Section 3 of the Agreement.

**3. Terms.**

3.1 Amendment. Section 1 of the Agreement is hereby amended in its entirety to read as follows:

1. Services. Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit “A”.

3.2 Amendment. Section 2 of the Agreement is hereby amended in its entirety to read as follows:

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit “B”.

b. Amendment No. 5 is authorized in the amount of \$567,700.00. In no event, shall the total amount paid for services by Consultant under this Agreement exceed the sum of \$2,794,310.00. This amount is to cover all printing related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3.3 Continuing Effect of Agreement. Except as amended by this Amendment No. 4, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 4. From and after the date of this Amendment No. 4, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 4.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 4.

3.5 Severability. If any portion of this Amendment No. 4 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**[Signatures on Next Page]**

**SIGNATURE PAGE TO  
AMENDMENT NO. 5  
DESIGN SERVICES AGREEMENT**

**CITY OF FONTANA**

**SILLMAN WRIGHT ARCHITECTS**

By: \_\_\_\_\_  
Matthew C. Ballantyne  
City Manager

By: \_\_\_\_\_  
Brett Tullis  
Principal Architect

*Attest:*

By: \_\_\_\_\_  
Germaine McClellan Key  
City Clerk

By: \_\_\_\_\_  
Phillip Burum  
Deputy City Manager

*Approved as to form:*

\_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

By: \_\_\_\_\_  
Gia Kim  
Public Works Director / City Engineer

**IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES**

\_\_\_\_\_  
Jessica Brown  
Chief Financial Officer

\_\_\_\_\_  
Sid Lambert  
Purchasing Office

EXHIBIT A  
Scope of Services



# 5. WORK PLAN

## 5. WORK PLAN

### PROJECT APPROACH

Trust, open communication, clear project goals, and experienced planning is the SILLMAN Experience for creating a great design for the City that is constructible, maximizes project value within budget and schedule, while also respecting the community values.

We work collaboratively to garner and include City and User Group input, in order to facilitate discussions about any possible schedule impacts from revisions or changes.

### SCOPE OF WORK & DELIVERABLES

We have identified the following deliverables that will allow for a successful project outcome and fulfill all objectives for the new City Hall:

- Initial Planning
- Schematic Design
- Design Development
- Final Working Documents
- Construction Contract Documents / Permitting
- Bidding
- Construction Administration
- Project Closeout (As-built Drawings / Warranty Phase)

#### ► INITIAL PLANNING, SCHEMATIC DESIGN, & ENTITLEMENTS

The Programming and Schematic Design Phase is the research and collaborative decision-making stage, where we will work closely and collaborate with the City and its User Groups to define and confirm the new facility's Programming, Project Criteria, and Schematic Design.

During this stage we will begin to ensure that the building obtains proper entitlements and approvals so that there will be no delay during construction. The outcome allows us to:

- Confirm Project Goals
- Understand the Exact Scope of Work
- Prepare Block Plans & Space Plans
- Develop the Project Schedule
- Develop the Project Budget

#### ► BUILDING EARLY STAKEHOLDER CONSENSUS

In order to design a City Hall which meets the City's current and future needs, program verification with all User Groups is vital in building consensus.



**We will meet with the City and all other relevant User Groups to identify and test the viability of several creative project solutions to maximize value, while also meeting the program, schedule, and budget, in order to solidify a (Conceptual) Schematic Design that exceeds expectations. We would propose a multi-day Partnering Workshop for all User Groups to discuss relevant issues, explore ideas, opportunities, and find creative solutions.**

Taking place over 2-3 days (virtually or in-person), these **Partnering Workshops are focused on:**

- **Consensus Driven Goals & Fostering Mutual Trust**
- **Collaboration** is the key to our success - open & honest partnering is essential
- **Every Voice Matters:** Even with multiple User Groups, it is important each perspective is heard
- **Measuring Wants vs Needs** against project goals, we develop the design based on the most important items, which fit within the budget & schedule

During this time, **we will also coordinate with the City to address the following items** to ensure we are designing a customized City Hall facility which actually functions as intended:

- Adjacencies & Functionality
- Floorplans, Layouts, Fixtures & Equipment
- Constructability
- Systems Confirmation
- Americans with Disabilities (ADA) Requirements
- Life-Cycle Performance & Minimizing Energy Costs
- Meeting Code Compliance
- Public Agencies & Utility Permit Processing
- Target Value Cost Estimating: Reduce Waste & Add Value
- Schedule Confirmation: Identify Long Lead Time Items
- Potential Cost-Saving Alternatives & Options

## 5. WORK PLAN

We strongly believe that a **good program with clear project goals leads to a strong design concept**, which are the critical ingredients for the success of this project.

### ▶ BUILD IT BEFORE YOU BUILD IT

In order to help the City and its User Groups easily visualize our proposed designs and ensure everyone is getting the facility they've imagined, our Design Team will utilize 3-D Building Information Modeling (BIM) technologies, including Revit and Lumion, starting in Conceptual & Schematic Design and continually evolving until design is complete.

Before the first shovel is put into the ground, our Design Team will provide the City with detailed 3-D computer models that will accurately represent all aspects of the proposed facility design.

These **realistic 3-D models will allow for streamlined decision making** and will also help facilitate discussion with Access on any updates, revisions, or potential changes throughout the design and construction process – keeping the project on schedule and budget.

### ▶ DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS

Once the Programming and Schematic Design items are addressed and incorporated, we will focus on producing the Construction Documents.

Internal weekly meetings will be held to work together to resolve issues and confirm project schedule and budget. **The City Review Meetings will be held at major milestones**, including 30%, 50%, and 100% completion of Construction Documents to review and discuss the progress.



### ▶ ROBUST QA/QC PROGRAM

Throughout the Design and Construction Phases, a rigorous QA/QC Program featuring a **Design Quality Control Plan** will be implemented by a designated **Design Quality Assurance Manager** to ensure the quality of product and deliverables meets or exceeds the City's expectations and goals.

During the **Construction Documents Phase**, we use our 3-D BIM capabilities to work at a collaborative level with the User Groups in defining and developing all systems, finishes and project parameters for consideration and approval. These realistic 3-D models will allow for streamlined decision making and will also help facilitate discussion with the City on any updates, revisions, or potential changes throughout the design and construction process.

### ▶ DEMOLITION PLANS

We will prepare demolition plans and all relevant public bid documents for the project to include onsite, offsite, WQMP, landscape, in compliance with the City's landscape ordinance.

### ▶ PERMITTING

During the Construction Documents phase, we will meet with the any and all Authorities Having Jurisdiction (AHJ) to identify, address, and incorporate issues, which will be documented in meeting minutes and distributed. As part of **Permit Processing**, issues will be identified and resolved with the City's involvement and Final Construction Documents will be issued for construction.

### ▶ BIDDING

Our Team will support the City during the **Bidding Process** to ensure that the bids received are accurate and equitable.

### ▶ CONSTRUCTION SUPPORT SERVICES

We are committed to supporting the City and the Contractor throughout the Construction Phase. We will attend regular site visits and will collaborate with the City and the Contractor to limit revisions by ensuring that the approved Permit documents are followed.

Successful **Project Closeout** starts at the beginning of construction; therefore, our approach to Project Closeout is proactive and ensures the project is successfully closed through public contract code, protecting client interest all relevant public agencies and utility companies. Our team will continue to provide advice to the City during the **Warranty Period**.

## 5. WORK PLAN

### UNDERSTANDING OF ISSUES & SOLUTIONS

#### ▶ START WITH CLEAR GOALS

Establishing clear project goals and values is vital to ensure we are designing to the project budget. Once goals are finalized, they act as a road map to effective decision-making with the City and User Groups to identify the most important project elements that will also fit within the established budget and schedule.

#### ▶ STAY ON BUDGET & MAXIMIZE VALUE

We have an **inclusive and collaborative approach** to managing and controlling the project cost, while utilizing practical design solutions to adapt to the realities of budget constraints. Our Team will explore a variety of options for structural; mechanical; building massing; building systems; program; reducing redundancies and maximizing value.

#### ▶ PROACTIVE WITH PUBLIC AGENCIES & UTILITY AGENCIES

**SILLMAN has successfully completed dozens of projects in San Bernardino County** which have taught us to be proactive and meet with the Public & Utility agencies and other Authorities Having Jurisdiction (AHJs) as early as possible in the project timeline.

We will reach out and meet with all relevant AHJs, like the City of Fontana, Southern California Edison, SoCalGas, Fontana and the Fire Protection District, which eliminates expensive design changes down the line due to non-compliant design.

#### ▶ MAINTAINING SCHEDULE

It is likely that there will be revisions due to code, constructability, function, or program goals. Our goal is to work with the City to make design revisions in a way that minimizes the impact on budget and schedule. Our experienced Design Team is skilled at discovering **opportunities to save money** to allow for potential revisions in the agreed upon timeframe.

#### ▶ DESIGN-BID-BUILD EXPERTS

**With hundreds of successful Design-Bid-Build projects under our belt**, we understand that making sure the project is delivered within the established budget is a top priority. We will provide accurate cost estimates that show the up-to-date costs for materials and account for recent inflation before and during the bid phase. We have found through experience that maintaining early order of long lead time items helps to ensure that the budget and schedule remain on track.



#### ▶ OPEN COMMUNICATION

Trust, open communication, clear project goals, and experienced planning are key to creating a stellar design that is constructible and **maximizes project value** within the budget and established schedule.

We believe ongoing collaboration and communication are essential for understanding issues and finding solutions that lead to project success.

#### ▶ COMMITTED TO THE CITY'S VISION

We understand the City's Vision of a modern flexible facility that will be a cornerstone of the Civic Campus. This iconic project will set the tone for the City's future, establishing a higher standard of construction in Fontana and ushering in a feeling of renewal and growth.

The facility will elevate the office environment for the elected officials and City executives, providing a new vision for what is possible. **We will meet the City's Project Goals by ensuring all voices are heard through close collaboration** and ongoing User Group input.

#### ▶ SUSTAINABILITY

We share the City Council's goal of preserving the local environment and promoting a healthy economic and environmental future through sustainable design principles, passive design strategies, and reduction of carbon footprint in construction.

With **30+ successful LEED and Zero Net Energy Projects completed** by our firm we have the know-how and the drive to contribute to the City's goal of becoming the most environmentally conscious city in California.

September 11, 2025

Mr. Eric Amaya  
Project Manager  
City of Fontana  
8353 Sierra Ave  
Fontana, CA 92335

**Subject: Additional Service 09 – Council Chamber Dais Design  
Fontana City Hall Phase II  
Contract No. DE-24-147-SP**

Dear Eric:

SILLMAN (Architect) is pleased to provide the City of Fontana (Client) with the following proposal for Additional Services to include the redesign of the Council Chambers Dais Design for the newly proposed Fontana City Hall.

## **1. BACKGROUND AND DESCRIPTION**

The Client has requested changes to the Council Chambers Dais Design after the completion of the 70% Construction Documents. This affects floor plans, elevations, sections, cabinetry design, electrical, technology, mechanical, and AV coordination. See attached exhibit with the initial layout concept.

The revision to the scope of work is a change to the approved design and is considered Additional Services.

## **2. SCOPE OF WORK - Architectural**

- a) Schematic Layout of plan, seating, aisle, ramps and stairs

**Additional Service 09 – Council Chambers Dais Design**

September 11, 2025

Page 2 of 3

- b) Design Development, update of elevations and sections, enlarged stair and ramp plans, RCPs
- c) Construction Documents
  - a. Cabinetry details, materials, stair and handrail details
- d) The scope of work will be added to the Construction Documents for the New City Hall and the scope of work permitted together.

**3. WSP (MELT-AV)**

- 1. See attached proposals with scope of work.

**4. EXCLUSIONS**

- 1. Plan check, permits and other fees.
- 2. Services beyond what are identified in this proposal.

**5. FEE FOR SERVICES**

| <b>Discipline</b> | <b>Dais Design</b> |
|-------------------|--------------------|
| Architectural     | 16,500             |
| MEPT              | \$6,800            |
| AV Design         | \$1,500            |
| <b>Sub Total</b>  | <b>\$24,800</b>    |

All other conditions of the Original Signed Agreement remain the same.

Thank you for this opportunity to be of service.

Fontana City Hall

**Additional Service 09 – Council Chambers Dais Design**

September 11, 2025

Page 3 of 3

Agreed to by:

**Client / Client's Representative**

Signature:

Name:

Title:

Date:

**Architect**

Signature:

A handwritten signature in blue ink, appearing to read "Brett Tullis", with a long horizontal flourish extending to the right.

Brett Tullis

Principal Architect

License # C-31087



September 11, 2025

Mr. Eric Amaya  
Project Manager  
City of Fontana  
8353 Sierra Ave  
Fontana, CA 92335

**Subject: Additional Service 10 – Street Improvement Permit Set  
Lighting  
Fontana City Hall Phase II  
Contract No. DE-24-147-SP**

Dear Eric:

SILLMAN (Architect) is pleased to provide the City of Fontana (Client) with the following proposal for Additional Services to include street lighting to the Right of Way adjacent to the new sidewalk along Upland Avenue for the newly proposed Fontana City Hall.

## **1. BACKGROUND AND DESCRIPTION**

To provide parking lot and sidewalk lighting along Upland Avenue the light fixtures will fall outside of the property line. The scope of work to permit and install the light fixtures is required to be included in the Street Improvement Permit Set. This work is not currently covered by the Electrical Engineer's contract.

The revision to the scope of work is a change to the approved design and is considered Additional Services.

**Additional Service 10 – Street Improvement Permit Set Lighting**

September 11, 2025

Page 2 of 3

**2. SCOPE OF WORK**

- a) WSP (MEPT) – Will provide electrical plans for the Street Improvement Permit Set not previously included in the scope of work. See attached proposal.
- b) The scope of work will be added to the Street Improvement Permit Set for the New City Hall and permitted together.

**3. EXCLUSIONS**

- 1. Plan check, permits and other fees.
- 2. Services beyond what are identified in this proposal.

**4. FEE FOR SERVICES**

| <b>Discipline</b> | <b>Lighting</b> |
|-------------------|-----------------|
| MEPT              | \$8,500         |
| Markup ~15%       | \$1,300         |
| <b>Sub Total</b>  | <b>\$9,800</b>  |

All other conditions of the Original Signed Agreement remain the same.

Thank you for this opportunity to be of service.

Fontana City Hall

**Additional Service 10 – Street Improvement Permit Set Lighting**

September 11, 2025

Page 3 of 3

Agreed to by:

**Client / Client's Representative**

Signature:

Name:

Title:

Date:

**Architect**

Signature:

A handwritten signature in blue ink, appearing to read 'Brett Tullis', with a long horizontal flourish extending to the right.

Brett Tullis

Principal Architect

License # C-31087

## EXHIBIT B

### Schedule of Charges/Payments

Reference is made to Phase 4 – Construction Phase, As-Builts & Warranty Period and Add Service No. 9 and 10 of the attached Cost Proposal. Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

**Fontana City Hall Phase 2 A&E Fees Design & Construction Documents**  
**SILLMAN**  
**9/24/2025**

| Discipline  | Phase IV           |                                     |                     |
|---|--------------------|-------------------------------------|---------------------|
|   | Construction Phase | As-Built Drawings / Warranty Period | Total               |
| Architectural                                     | \$ 300,000         | \$ 30,000                           | \$ 330,000          |
| Structural (Core & Shell)                         | \$ 26,000          | \$ 6,000                            | \$ 32,000           |
| Structural (TI)                                   | \$ 4,000           | \$ -                                | \$ 4,000            |
| Survey  | \$ -               | \$ -                                | \$ -                |
| Civil   | \$ 28,000          | \$ 6,000                            | \$ 34,000           |
| Mechanical  | \$ 30,000          | \$ 3,000                            | \$ 33,000           |
| Plumbing  | \$ 16,000          | \$ 2,000                            | \$ 18,000           |
| Electrical  | \$ 30,000          | \$ 3,000                            | \$ 33,000           |
| Low Voltage (Conduit Only)                        | \$ 6,000           | \$ 2,000                            | \$ 8,000            |
| Photo Voltaic (Deferred Approval)                 | \$ 4,000           | \$ 2,000                            | \$ 6,000            |
| Fire Alarm (Deferred Approval)                    | \$ 4,000           | \$ 3,000                            | \$ 7,000            |
| Fire Sprinkler (Deferred Approval)                | \$ 6,000           | \$ 3,000                            | \$ 9,000            |
| Interior Design & FF&E                            | \$ 5,000           | \$ 2,000                            | \$ 7,000            |
| Landscape   | \$ 5,500           | \$ 2,600                            | \$ 8,100            |
| Acoustics (Council Chambers Only)                 | \$ 3,000           | \$ 1,000                            | \$ 4,000            |
| Cost Estimate                                     | \$ -               | \$ -                                | \$ -                |
| <b>Sub Total</b>                                  | <b>\$ 467,500</b>  | <b>\$ 65,600</b>                    | <b>\$ 533,100</b>   |
| <b>#09 Council Chamber Dais Design</b>            |                    |                                     |                     |
| Architectural                                     |                    |                                     | \$ 16,500           |
| MEPT  |                    |                                     | \$ 6,800            |
| AV  |                    |                                     | \$ 1,500            |
| <b>Sub Total</b>                                  |                    |                                     | <b>\$ 24,800</b>    |
| <b>#10 Street Improvement Permit Set Lighting</b> |                    |                                     |                     |
| MEPT  |                    |                                     | \$ 8,500            |
| Architectural                                     |                    |                                     | \$ 1,300            |
| <b>Sub Total</b>                                  |                    |                                     | <b>\$ 9,800</b>     |
| <b>Phase IV + Add'l Service Total</b>             |                    |                                     | <b>\$ 567,700</b>   |
| <b>Project Total</b>                              |                    |                                     | <b>\$ 2,794,310</b> |



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 25-0675

**Agenda #:** O.

**Agenda Date:** 12/9/2025

**Category:** Consent Calendar

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**FROM:**

Public Works

**SUBJECT:**

Final Acceptance of Purchase and Installation of Metal Picnic Shelters at North Tamarind Park Project (SB-122-PW-23).

**RECOMMENDATION:**

1. Accept as complete the work performed by Western State Builders, Inc. for the Purchase and Installation of Metal Picnic Shelters at North Tamarind Park Project (SB-122-PW-23).
2. Authorize the City Manager to approve the additional contract authorization increase amount of \$14,738.56.

**COUNCIL GOALS:**

- Invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.

**DISCUSSION:**

On June 13, 2023, the City Council awarded a construction contract to Western State Builders Inc. in the amount of \$249,229.00 for the purchase and installation of three (3) Metal Picnic Shelters and authorized a 10% contingency amount of \$24,923.00 for a total contract authorization of \$274,152.00.

There were four contract change orders on this project:

- Change Order No. 1 provided a credit of \$84,884.00 and removed the planned picnic shelter at Miller Park due to concerns about increased loitering. The contract was adjusted to \$164,345.00.
- Change Order No. 2, approved by the City Council on September 9, 2025, added demolition of the existing shelter at North Tamarind Park and additional concrete work necessary for ADA-compliant sidewalks. The change order totaled \$147,153.37, bringing the contract authorization total to \$311,498.37.
- Change Order No. 3 added \$23,557.72 for extra concrete required for shelter footings after poor soil conditions were uncovered during excavation, increasing the contract to \$335,056.09.

- Change Order No. 4 issued a credit of \$8,819.16 by removing irrigation repair and turf restoration items, which were completed by the City's landscape contractor. The final adjusted contract amount was \$326,236.93.

Western State Builders, Inc. finished the project on November 14, 2025, and all work has been accepted by the City for a final contract total of \$326,236.93.

The final retention payment will be released thirty-five (35) days after the filing of the Notice of Completion with the County Recorder's Office.

**FISCAL IMPACT:**

There is no fiscal impact associated with the approval of this item. The final contract cost for this project was \$326,236.93. The funding was budgeted in the FY 2022/2023 CIP and Operating Budgets in project strings #38200005-302-F-8313, #38200005-302-O-8313, and #38200005-302-P-8313.

**MOTION:**

Approve Staff Recommendation



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 25-0677

**Agenda #:** P.

**Agenda Date:** 12/9/2025

**Category:** Consent Calendar

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**FROM:**

Police Department

**SUBJECT:**

Police Department Monthly Information Update

**RECOMMENDATION:**

Accept the Police Department monthly information update for September 2025.

**COUNCIL GOALS:**

- Operate in a businesslike manner by creating a memorable customer experience with every interaction.
- Increase citizen involvement by informing the public about issues, program, and accomplishments.
- Concentrate on Inter-governmental relations by establishing partnerships and positive working relationships with other public agencies providing services to residents and local businesses.

**DISCUSSION:**

The September 2025 monthly information report has been completed. Once the report is accepted by the City Council it will be featured on the Department website.

**FISCAL IMPACT:**

There is no fiscal impact.

**MOTION:**

Approve staff recommendation.

# POLICE DEPARTMENT MONTHLY REPORT

September 2025



## NOTEWORTHY EVENTS

- Fontana Police Special Operations seized over 232 kilos of cocaine, 687 pounds of methamphetamine, and 3 kilos of fentanyl. They also seized over 140 illegally possessed firearms and recovered over 2 million dollars of stolen cargo.
- Fontana Police Peer Support hosted the First Annual Resilience 5K run at Jessie Turner.
- Fontana Police Participated in the Hispanic Heritage Celebration.
- COPE conducted multiple site visits at several Etiwanda School District locations.
- Fontana Police conducted an ABC (Alcohol Beverage Control) detail in the city.
- FORGE units started their downtown patrols and safety patrols at local parks.





# CITYWIDE

- Priority 1 response time- 4:34 (Emergency calls like subject not breathing, shots fired, and other immediate risk to life/safety)
- Calls for service- 9,271
- Total arrests- 598
  - Hispanic- 409, White- 90 , Black- 80, All other races-19
- Total Group A Offenses- 658
  - Crimes Against Persons- 155
  - Crimes Against Property- 329
  - Crimes Against Society- 174



- Crimes Against Person- 155

- Homicide- 0
- Sex Offenses- 8
- Assault- 132
- Kidnapping- 7
- Other- 8

- Crimes Against Property- 329

- Robbery- 8
- Burglary- 29
- Larceny- 157
- Destruction of Property- 39
- Fraud- 24
- Possession of Stolen Property- 24
- Motor Vehicle Theft- 36
- Other Miscellaneous Property Crimes- 12

- Crimes Against Society- 174

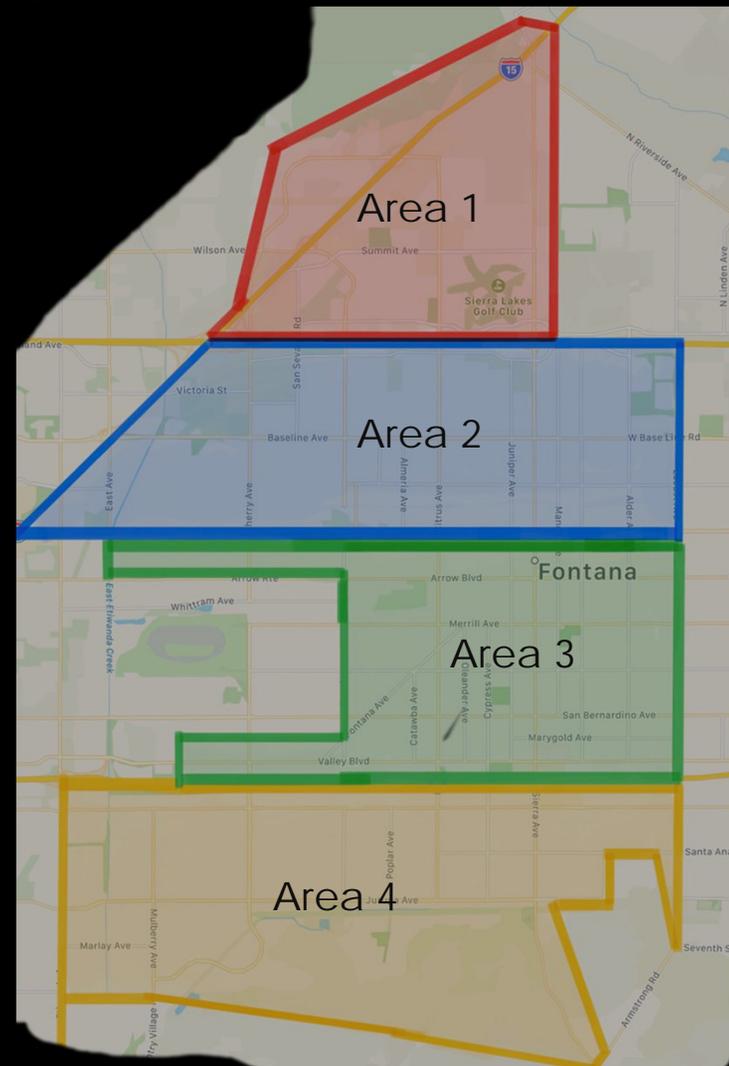
- Drug and Paraphernalia Possession- 147
- Possession of Child Pornography- 7
- Possession of Weapons- 19
- Other Miscellaneous Crimes- 1

# CITYWIDE



# CRIMES BY BEAT

- Police Department Beat system is NOT geographically the same as City Council representation Districts
- Beat 1- All area north of 210 Freeway
- Beat 2- All area south of 210 Freeway and north of Foothill
- Beat 3- All area south of Foothill and north of 10 Freeway
- Beat 4- All area south of the 10 Freeway



# BEAT 1

AREA COMMANDER IS LIEUTENANT KYLE SLUSSER  
EMAIL- [KSLUSSER@FONTANACA.GOV](mailto:KSLUSSER@FONTANACA.GOV)  
DESK- (909) 350-7716

- Total Group A Offenses- 57
- Crimes Against Persons- 14
- Crimes Against Property- 41
- Crimes Against Society- 2



# BEAT 2

AREA COMMANDER IS LIEUTENANT MATT KRAUT  
EMAIL- [MKRAUT@FONTANACA.GOV](mailto:MKRAUT@FONTANACA.GOV)  
DESK- (909) 356-7142

- Total Group A Offenses- 150
- Crimes Against Persons- 43
- Crimes Against Property- 77
- Crimes Against Society- 30



# BEAT 3

AREA COMMANDER IS LIEUTENANT ADAM CLABAUGH  
EMAIL – [ACLABAUGH@FONTANACA.GOV](mailto:ACLABAUGH@FONTANACA.GOV)  
DESK – (909) 350-7706

- Total Group A Offenses- 326

---

- Crimes Against Persons- 80
- Crimes Against Property- 123
- Crimes Against Society- 123



# Beat 4

AREA COMMANDER IS LIEUTENANT KEITH ZAGORIN  
EMAIL – [KZAGORIN@FONTANACA.GOV](mailto:KZAGORIN@FONTANACA.GOV)  
DESK – (909) 350-7707

- Total Group A Offenses- 125
- Crimes Against Persons- 18
- Crimes Against Property- 88
- Crimes Against Society- 19





## ADDITIONAL USEFUL INFORMATION

- For more information regarding specific geographical crime data, visit [www.crimemapping.com](http://www.crimemapping.com) and enter your zip code
- Police Department information line- (909) 350-7740
- Police Department Dispatch non-emergency line- (909) 350-7700
- Anonymous crime reporting (909) 356-TIPS to leave a recorded message
- Report Graffiti on City Property- (909) 350-GONE
- Office of the Chief- (909) 350-7702 or [mdorsey@fontanaca.gov](mailto:mdorsey@fontanaca.gov)



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 25-0679

**Agenda #:** Q.

**Agenda Date:** 12/9/2025

**Category:** Consent Calendar

---

**FROM:**

Community Services

**SUBJECT:**

Co-Sponsorship Application Cycle (2) FY 2025/2026

**RECOMMENDATION:**

Review and approve seven (7) Co-Sponsorships recommended for the remainder of the 2025/2026 fiscal year (January 2026 through June 2026) totaling an amount of \$22,565.00 as recommended by Parks, Community, and Human Services Commission.

**COUNCIL GOALS:**

- Operate in a businesslike manner by creating a memorable customer experience with every interaction.
- Increase citizen involvement by seeking community input.
- Increase citizen involvement by promoting healthy lifestyle opportunities to residents of all ages.

**DISCUSSION:**

The current Co-Sponsorship procedure, as approved by the Parks, Community and Human Services Commission and City Council, requires organizations to submit all Co-Sponsorship requests for activities taking place during the next fiscal year be submitted between February 1-February 28 (cycle one) or between September 1-September 30 (cycle two).

Organizations considered for Co-Sponsorship must meet all Co-Sponsorship criteria (Attachment A - Co-Sponsorship Policy), which include the following items:

- Proof of non-profit status (501c3) or proof that the event is not for profit.
- Organizations must be based in the incorporated boundaries of the City of Fontana.
- Event must benefit and be open, free of charge, to Fontana residents.
- Organization must adhere to the Co-Sponsorship tier rating.

A brief description of individual applications is provided (**Attachment B - Co-Sponsorship Application Descriptions**).

Seven (7) eligible applications were received during the September 2025 requested period, five (5) requesting assistance with community events and two (2) facility use requests. (**Attachment C - organizations applying for Co-Sponsorship and Attachment D - Co-Sponsorship in-kind cost breakdown**).

**Tier Levels:**

**Tier One:**

The organization provides a minimum of eight percent (80%) of program resources and funding.

**Tier Two:**

The organization provides a minimum of seventy percent (70%) of program resources and funding.

**Tier Three:**

The organization provides a minimum of fifty percent (50%) of program resources and funding.

Although all organizations requesting funding must provide a minimum of fifty percent (50%) of program funding, tier funding levels are not applicable to organizations requesting the use of facilities during regular center hours.

Funding for Co-Sponsorships in the amount of **\$37,500.00** is approved by the City Council in the 2025/2026 fiscal year budget. Requested funding during the February application period totaled **\$47,379.00**, which left a negative balance of funding in the amount of **-\$9,879.00** for the remainder of FY 2025/2026 operating budget.

All applications were discussed and reviewed at the regular Parks, Community, and Human Services Commission meeting on October 24, 2025. The Commission individually reviewed the seven (7) applications and approved the recommendation for Co-Sponsorship requests be forwarded for City Council to review and consider.

After review of the applications, the Commission had consensus to recommend seven (7) applications for full funding of in-kind services.

**Approved Applications**

Below are the recommended applications that were approved:

| <b>Group</b>                      | <b>Event</b>                                   | <b>In-Kind Request</b> | <b>Commission Recommended Funding</b> |
|-----------------------------------|--|------------------------|---------------------------------------|
| Ephesians New Testament Church    | MLK Celebration                                | \$1,245.00             | \$1,245.00                            |
| Concerned Citizens for N. Fontana | Black History Parade and Expo                  | \$6,389.00             | \$6,389.00                            |
| Uplifting Arts Academy            | Voices Rising Neighborhood Series              | \$1,643.00             | \$1,643.00                            |
| Fontana Aquatics Club             | Spring Splash Swim Meet                        | \$8,948.00             | \$8,948.00                            |
| Living Way Church                 | The Mission 2026: Annual Car & Motorcycle Show | \$4,340.00             | \$4,340.00                            |

|                             |                       |     |     |
|-----------------------------|-----------------------|-----|-----|
| Girl Scouts of San Gorgonio | Girl Scout Troops 203 | \$0 | \$0 |
| Girl Scouts of San Gorgonio | Girl Scout Troops 884 | \$0 | \$0 |

**Notes From Commission:**

- Black History Parade - Concerned with declining attendance and participation.
- MLK Celebration - Approval pending full payment of outstanding scholarship payments.

**FISCAL IMPACT:**

City Council approved funding for Co-Sponsorships in the amount of \$37,500 for the FY 2025/2026 operating budget. Requested funding during the February application period totaled **\$47,379.00**, resulting in a deficit of **-\$9,879.00**. **Requested funding during the September filing period totaled \$22,565, resulting in a deficit of -\$32,444.00.**

The Co-Sponsorship budget does not represent actual monetary funds; instead, it measures the value of the in-kind services requested by the organizations, such as equipment, street closures, staffing, and facility rental. The budget deficit does not impact other programs, services, or resources.

**MOTION:**

Approve Parks, Community, and Human Services Commission recommendation.

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**City of Fontana  
POLICY AND PROCEDURES**

|                 |  |  |                                      |
|-----------------|--|--|--------------------------------------|
| <b>Subject:</b> | <b>POLICY TITLE</b><br><b>Co-Sponsorship of Events</b> | <b>Page</b><br><b>1 of 5</b>           | <b>Section</b><br><b>20-58</b>       |
|                 |  | <b>Effective Date</b><br><b>7-1-06</b> | <b>Issued Date</b><br><b>6-13-06</b> |

**Resolution Number:****Approval Date:****I. PURPOSE**

To establish guidelines for the City co-sponsorship of Fontana based events and/or programs.

**II. GENERAL POLICY**

The City of Fontana allocates certain funds annually for the purposes of assisting non-profit Fontana-based organizations hosting community events. The City does not provide funds for these co-sponsored events, but in kind services. The City shall develop co-sponsorship criteria to prioritize and select co-sponsorship applicants on a biannual basis and to effectively distribute finite budgetary allocations based on classifications and ratings of applicants.

**III. DEFINITION**

City Co-sponsored Event means an event that is planned and conducted by a Fontana-based non-profit organization that meets the criteria for co-sponsorship and the City participates by contributing staff time, public safety services, equipment use, and/or the use of facilities.

**IV. PROVISIONS**

1. An organization may fall into the following categories within the co-sponsorship criteria:

**A. Classification 1:**

A group demonstrating a clear, broad based community benefit demonstrated through the application process.

**B. Classification 2:**

A group demonstrating a clear community benefit targeted toward a specific segment of the community demonstrating an identified need.

2. An organization may apply for co-sponsorship in one of the following three co-sponsorship tier ratings.

**A. Tier #1**

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**City of Fontana  
POLICY AND PROCEDURES**

|                 |                                 |  |                                      |
|-----------------|---------------------------------|--|--------------------------------------|
| <b>Subject:</b> | <b>Co-Sponsorship of Events</b> | <b>Page</b><br><b>2 of 5</b>           | <b>Section</b><br><b>20-58</b>       |
|                 |                                 | <b>Effective Date</b><br><b>7-1-06</b> | <b>Issued Date</b><br><b>6-13-06</b> |

Organization provides a minimum of eighty percent of program resources and funding.

**B. Tier #2**

Organization provides a minimum of seventy percent of program resources and funding.

**C. Tier #3**

Organization provides minimum of fifty percent of program resources and funding.

*NOTE: An organization must provide a minimum of fifty percent of the program's resources (i.e. funding, equipment, advertisement) to be eligible to apply for co-sponsorship with the City.*

3. The tier rating is based on the total amount of resources the organization allocates to the event.
4. Co-sponsorship applications will be accepted February 1 through February 28 for co-sponsorship of events taking place during the following July 1 through June 30 period. A second application review process will be offered for events that are identified after the February application deadline. The second round of applications will be accepted September 1 through September 30 for events taking place January 1 through June 30 of the same fiscal planning year.
5. The City will rate each application according to the established criteria and will provide co-sponsorship support based upon the available funding resources.
6. Community Services Department staff will review all requests for co-sponsorship to ensure the organization meets the above criteria.
7. Requests for co-sponsorship will be classified by their overall benefit to the community and will be ranked by tier rating prior to being sent to the Parks and Recreation Commission and City Council for consideration.
8. Organizations will be funded based upon classification and priority of ranking until budgeted co-sponsorship funds have been fully allocated.

**V. CO-SPONSORSHIP RATING CRITERIA**

**City of Fontana  
POLICY AND PROCEDURES**

|                 |                                 |  |                                      |
|-----------------|---------------------------------|--|--------------------------------------|
| <b>Subject:</b> | <b>Co-Sponsorship of Events</b> | <b>Page</b><br><b>3 of 5</b>           | <b>Section</b><br><b>20-58</b>       |
|                 |                                 | <b>Effective Date</b><br><b>7-1-06</b> | <b>Issued Date</b><br><b>6-13-06</b> |

1. The applicant’s event must be a benefit to the Fontana community. One or several of the following would qualify a proposed event for consideration by the Parks and Recreation Commission and staff for City co-sponsorship:
  - A. The event responds to an identified community need. (These are needs that have been either ratified or initiated by the City Council.)
  - B. The event enhances current department programming efforts. (A local organization is willing to fund and operate a current Special Event or organize an Adult Sports program that provides recreation opportunities to local residents.)
  - C. The event provides a unique leisure or community service opportunity for either the community at large or for a targeted group. (A local group that wants to organize an event that the staff, Parks and Recreation Commission and/or City Council believes benefits the community.)
  - D. The event raises funding for either Community Services Department programs or for services that benefit either the community at large or for a targeted group.
2. Application must show proof of 501 (c) 3 non-profit status or group must demonstrate the event is not for profit.
3. Applicant must be based in the incorporated boundaries of the City of Fontana.
4. When applicable, the applicant must have a valid charitable solicitation permit on file with the Management Services Department.
5. Applicant’s event must be open to all Fontana residents.
6. The applicant must qualify within Tier #1, Tier #2, or Tier #3 based on overall resources allocated.
7. The applicant must complete and submit the Co-Sponsorship Application and budget form along with a Special Event Application to the Community Services Department during one of the two identified application filing periods.

**VI. ASSESSMENT CRITERIA**

Assessment(s) will be conducted at the conclusion of the event/activity to determine how well the objectives of the event/activity were met. Total attendance, activities offered, and overall benefit to the community will be reported on. Assessments will be conducted by:

1. *Self Assessment*

**City of Fontana  
POLICY AND PROCEDURES**

|                 |                                 |  |                                      |
|-----------------|---------------------------------|--|--------------------------------------|
| <b>Subject:</b> | <b>Co-Sponsorship of Events</b> | <b>Page</b><br><b>4 of 5</b>           | <b>Section</b><br><b>20-58</b>       |
|                 |                                 | <b>Effective Date</b><br><b>7-1-06</b> | <b>Issued Date</b><br><b>6-13-06</b> |

A self assessment form will be provided to the applicant for the purpose of reporting on the outcome of the event.

2. *Parks and Recreation Commission Assessment*

When possible, one or more Parks and Recreation Commissioners will attend events to observe and provide feedback to the entire Parks and Recreation Commission.

3. *Community Services Department Assessment*

When applicable, a Community Services Department employee will be assigned to attend the event and provide feedback to both the applicant and the Parks and Recreation Commission.

**VII. PROCEDURES**

1. Complete the Co-sponsorship of Event Application and budget form in addition to a Special Event Application.
2. Submit application in February or September of each year to:
 

Co-Sponsorship Events  
Community Services Department  
16860 Valencia Avenue  
Fontana, CA 92335
3. Upon receipt of applications, Community Services Department staff will verify eligibility, determine classification and assign tier rating.
4. Staff liaison shall place the request for co-sponsorship on the Parks and Recreation Commission agenda for review and consideration.
5. Staff liaison shall notify the applicant request co-sponsorship of the date, time, and location of the Parks and Recreation Commission meeting at which the request will be considered.
6. The request for co-sponsorship will be reviewed and either approved or denied by the Parks and Recreation Commission and then by the City Council.
  - A. If the request is approved by the Parks and Recreation Commission, staff will forward the request to City Council for consideration as part of the annual Budget Adoption Process or Mid-year Review of Budget Allocations.
    - i. Organizations that receive approval must recognize support of the City of Fontana as a co-sponsorship of the event or activity. All publicity and marketing for the event or activity must include the approved City of Fontana logo.

**City of Fontana  
POLICY AND PROCEDURES**

|                 |                                 |  |                                      |
|-----------------|---------------------------------|--|--------------------------------------|
| <b>Subject:</b> | <b>Co-Sponsorship of Events</b> | <b>Page</b><br><b>5 of 5</b>           | <b>Section</b><br><b>20-58</b>       |
|                 |                                 | <b>Effective Date</b><br><b>7-1-06</b> | <b>Issued Date</b><br><b>6-13-06</b> |

ii. If the request is approved by the City Council, the staff liaison will notify the applicant and appropriate departments in writing within seven days of the City Council's action.

B. If the request is denied staff will notify the applicant in writing.

i. Appeal process: In the event the request is denied, the applicant may appeal the Park and Recreation Commission's decision in writing, care of the Community Services Director at 16860 Valencia Avenue, Fontana, CA 92335 within seven business days of decision.

7. If applying for use of a facility, a Request for Use of Facility must be completed in addition to the Co-sponsorship of Events Application and Special Event Application.
8. The Community Services Director, or designee, can approve a co-sponsorship request for use of a City facility if the requested date and time does not impact facility rentals and/or programs AND which do not exceed \$5,000 cumulatively, annually.
9. An applicant approved for co-sponsorship of facility use from the City that does not provide (30) days notice of cancellation of said event to the City will be charged a Class 3 facility rental fee according to the Facility Rental Policy.
10. After the conclusion of the co-sponsored event or activity, the approved Post Event/Activity Assessment will be conducted to determine the benefit to the community.

*Note: Parks & Community Services Commission meetings are held on the fourth Thursday of the month. The City Council meetings are held on the second and fourth Tuesday of the month.*

2025/2026 Co-Sponsorship Descriptions

\*Events in RED are new events

| Event Information   | Description  | 2022/2023 Evaluation  |
|---|--|---|
| 1 Ephesians New Testament Church<br>MLK Celebration<br>January 17, 2026   7pm-10:30pm<br>Steelworkers Auditorium<br>Estimated Attendance: 200   | MLK Celebration featuring a jazz concert, with the goal of providing scholarships to high school students.   | 2025: attendance 75<br>The event organizers attempted to charge for admission, but the staff notified them that charging for entry was not permitted under Co-Sponsorship guidelines. Event concluded late. |
| 2 Concerned Citizens for N. Fontana<br>Black History Parade and Expo<br>February 28, 2026   10am-3pm<br>Citrus Ave/Summit-Sierra Lakes Pkwy<br>Estimated Attendance: 1,000              | Resource fair designed to serve up to 1,200 community members. Will provide info and resources to address the specific needs of Fontana residents. | 2025: attendance 300<br>Event organizers regularly require assistance starting on time, which keeps streets closed longer than necessary. Parade attendance continues to decrease year over year.           |
| 3 Uplifting Arts Academy<br>Voices Rising Neighborhood Series<br>March 7, 2026   12pm-5pm<br>Heritage Neighborhood Center<br>Estimated Attendance: 100                                  | Youth performances, storytelling, and interactive arts exhibits. Neighborhood-based approach for mental health resources.                          | 2025: attendance 100<br>Event organizers are competent and pleasant to work with. Event runs on time and follows Co Sponsorship Guidelines  |
| 4 Fontana Aquatics Club<br>Spring Splash Swim Meet<br>March 7-8, 2026   7am - 6pm<br>Fontana Park Aquatic Center<br>Estimated Attendance: 400   | Two day swim meet hosting teams from all over San Bernardino County. Set up day before. (Reoccurring 15 years)                                     | 2025: attendance 400<br>Event organizers are competent and pleasant to work with. Event runs on time and follows Co Sponsorship Guidelines  |
| 5 <b>Living Way Church</b><br>The Mission 2026: Annual Car & Motorcycle Show<br><b>June 13, 2026   11am-5pm</b><br><b>8600 Block of Rosena Ave</b><br><b>Estimated Attendance: 1500</b> | <b>Car and Motorcycle show to show support for mission work and outreach around the world.</b>   | <b>N/A</b><br><b>New Event</b>  |
| 6 Girl Scouts of San Gregorino Council<br>Girl Scout Troop 203<br>Every other Tuesday   4-6pm<br>Jessie Turner Center<br>Estimated Attendance: 15                                       | Troop meeting to promote learning environment for girl scouts members.   | 2025: attendance 15<br>Reoccurring meetings. Competent organizer  |
| 7 <b>Girl Scouts of San Gregorino Council</b><br><b>Girl Scout Troop 884</b><br><b>Every other Monday   4:30-6:30pm</b><br><b>Cypress Center</b><br><b>Estimated Attendance: 25</b>     | <b>Troop meeting to promote learning environment for girl scouts members.</b>  | <b>2025: attendance 25</b><br><b>Reoccurring meetings. Competent organizer</b>  |

2025/2026 Co-Sponsorships

\*Events in RED are new events

Organizations Applying for Event Co-Sponsorship

| Item #                           | Organization   | Event  | Event Budget                        | Value of In-Kind City Support | Tier Level           |
|----------------------------------|--|--|-------------------------------------|-------------------------------|----------------------|
| 1                                | Ephesians New Testament Church                       | MLK Celebration                                | \$42,000                            | \$1,245                       | Tier 1               |
| 2                                | Concerned Citizens for the Development of N. Fontana | Black History Parade and Expo                  | \$9,000                             | \$6,389                       |                      |
| 3                                | Uplifting Arts Academy                               | Voices Rising Neighborhood Series              | \$5,000                             | \$1,643                       |                      |
| 4                                | Fontana Aquatics Club                                | Spring Splash Swim Meet                        | \$11,000                            | \$8,948                       | Tier 3               |
| 5                                | Living Way Church                                    | The Mission 2026: Annual Car & Motorcycle Show | \$9,520                             | \$4,340                       | Tier 1               |
| <b>Facility Reservation Only</b> |  |  |                                     |                               |                      |
| 6                                | Girl Scouts of San Gregorino Troop 203               | Troop bi-weekly meetings                       | Every other Tuesday @ Jessie Turner | 4-6pm                         | Jessie Turner Center |
| 7                                | Girl Scouts of San Gregorino Troop 884               | Troop bi-weekly meetings                       | Every other Monday @ Cypress Center | 4:30-6:30                     | Cypress Center       |
|                                  |  |  | <b>TOTAL:</b>                       | <b>\$22,565</b>               |                      |

| #                        | Organization  | Events                            | Date & Time   | Location  | Requested Support                     | City Support                 |
|--------------------------|---|-----------------------------------|---|---|---------------------------------------|------------------------------|
| 1                        | Ephesians New Testament Church                          | MLK Celebration                   | Saturday, January 17, 2026<br>Set up 12pm<br>Event 7pm-10:00pm<br>Clean up 10:30pm  | Steelworkers Auditorium                           | <i>Use of Steelworkers Auditorium</i> |                              |
|                          |   |                                   |   |   | (3) Public Works (Parks)              | \$55p/h x 3 x 4hrs = \$660   |
|                          |   |                                   |   |   | (3) AV Staff                          | \$25p/h x 3 x 5hrs = \$375   |
|                          |   |                                   |   |   | (2) CSD Staff (Events)                | \$21p/h x 2 x 5hrs = \$210   |
|                          |   |                                   |   |   |                                       | <b>\$1,245.00</b>            |
| 2                        | Concerned Citizens for the Development of North Fontana | Black History Parade & Expo       | Saturday, February 26, 2026<br>Set-up: 7am<br>Event: 10am-3pm<br>Cleanup: 3pm-4pm   | Citrus Ave/Summit to Sierra Lakes Pkwy Home Depot | Closure of Ralph M. Lewis             |                              |
|                          |   |                                   |   |   | (2) Public Works (Parks)              | \$55p/h x 2 x 4hrs = \$440   |
|                          |   |                                   |   |   | (6) Public Works (Streets)            | \$55p/h x 6 x 4hrs = \$1320  |
|                          |   |                                   |   |   | (3) AV Staff                          | \$25p/h x 3 x 7hrs = \$525   |
|                          |   |                                   |   |   | (8) Fontana PD                        | \$90p/h x 8 x 5hrs = \$3600  |
|                          |   |                                   |   |   | (2) CSD Staff (Events)                | \$21p/h x 4 x 6hrs = \$504   |
|                          |   |                                   |   |   |                                       | <b>\$6,389.00</b>            |
| 3                        | Uplifting Arts Academy                                  | Voices Rising Neighborhood Series | Saturday, March 7, 2026<br>Set up 12pm<br>Event 12pm-5pm<br>Cleanup 5pm   | Heritage Neighborhood Center                      | <i>Use of Heritage</i>                |                              |
|                          |   |                                   |   |   | (2) CSD Staff (Facilities)            | \$21p/h x 2 x 9hrs = \$378   |
|                          |   |                                   |   |   | (2) Public Works Staff (Facilities)   | \$55p/h x 2 x 4hrs = \$440   |
|                          |   |                                   |   |   | (3) AV Staff                          | \$25p/h x 3 x 11hrs = \$825  |
|                          |   |                                   |   |   |                                       | <b>\$1,643.00</b>            |
| 4                        | Fontana Aquatics Club                                   | Spring Splash Swim Meet           | Friday, March 7, 2025<br>Saturday, March 8, 2025<br>Set-up 5:30am Saturday<br>Event: 7am-6pm both days<br>Cleanup: 6pm Sunday | Fontana Park Aquatic Center                       | <i>Use of Main Pool</i>               |                              |
|                          |   |                                   |   |   | (4) Public Works (Parks)              | \$55p/h x 4 x 4hrs = \$880   |
|                          |   |                                   |   |   | (6) CSD (Lifeguards)                  | \$20p/h x 6 x 22hrs = \$2640 |
|                          |   |                                   |   |   | (2) CSD (APM)                         | \$24p/h x 2 x 22hrs = \$1056 |
|                          |   |                                   |   |   | (1) CSD (PM)                          | \$26p/h x 6 x 22hrs = \$3432 |
|                          |   |                                   |   |   | (1) CSD (CSA)                         | \$18p/h x 1 x 22hrs = \$396  |
|                          |   |                                   |   |   | (2) Aquatics Coordinator              | \$34p/h x 2 x 8hrs = \$544   |
|                          |   |                                   |   |   |                                       | <b>\$8,948.00</b>            |
|                          |   |                                   |   |   | 5                                     | Living Way Church            |
| (2) Public Works (Parks) | \$55p/h x 2 x 4hrs = \$440                              |                                   |   |   |                                       |                              |
| (4) Fontana PD           | \$90p/h x 4 x 9hrs = \$3240                             |                                   |   |   |                                       |                              |
| Road Closure Permit      |   |                                   |   |   |                                       |                              |
|                          | <b>\$4,340.00</b>                                       |                                   |   |   |                                       |                              |
| <b>TOTAL:</b>            |   |                                   |   |   | <b>\$22,565.00</b>                    |                              |

| Facility Use Only |  |                    |                                  |                      |                                 |     |
|-------------------|--|--------------------|----------------------------------|----------------------|---------------------------------|-----|
| 6                 | Girl Scouts of San Gregorino Council Troop 203 | Bi-Weekly Meetings | Every other Tuesday   4-6pm      | Jessie Turner Center | Use of room for 15 participants | \$0 |
| 7                 | Girl Scouts of San Gregorino Council Troop 884 | Bi-Weekly Meetings | Every other Monday   4:30-6:30pm | Cypress Center       | Use of room for 25 participants | \$0 |

## Priority Rating Matrix - Parks, Community &amp; Human Services Commission (September 2025)

\*Rankings are based on Commissioners prioritization

|              | Priority<br>1-7 | Organization   | Event Name  | Amount<br>Requested | Commission<br>Recommended<br>Funding |
|--------------|-----------------|--|---|---------------------|--------------------------------------|
| 1            |                 | Ephesians New Testament Church                             | MLK Celebration                                   | \$1,245             |                                      |
| 2            |                 | Concerned Citizens for the<br>Development of North Fontana | Black History Parade and Epo                      | \$6,389             |                                      |
| 3            |                 | Uplifting Arts Academy                                     | Voices Rising Neighborhood Series                 | \$1,643             |                                      |
| 4            |                 | Fontana Aquatics Club                                      | Spring Splash Swim Meet                           | \$8,948             |                                      |
| 5            |                 | Living Way Church  | The Mission 2026: Annual Car &<br>Motorcycle Show | \$4,340             |                                      |
| 6            |                 | Girl Scouts of San Gregorino Council<br>Troop 203          | Bi-Weekly Meetings (Tuesdays)                     | \$0.00              |                                      |
| 7            |                 | Girl Scouts of San Gregorino Council<br>Troop 884          | Bi-Weekly Meetings (Mondays)                      | \$0.00              |                                      |
| <b>TOTAL</b> |                 |  |   | <b>\$22,565</b>     |                                      |



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 25-0685

**Agenda #:** R.

**Agenda Date:** 12/9/2025

**Category:** Consent Calendar

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**FROM:**

Public Works

**SUBJECT:**

Award a Contract for the Demolition of 16756 and 16766 Arrow Blvd.

**RECOMMENDATION:**

Award bid (PW-26-14-CC) and Authorize the City Manager to execute a contract with Interior Demo Inc. in the amount of \$208,168.00 for the Demolition of 16756 and 16766 Arrow Blvd and authorize a 10% contingency in the amount of \$ 20,817.00.

**COUNCIL GOALS:**

- Invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.

**DISCUSSION:**

The buildings located at 16756 and 16766 Arrow Blvd were acquired by the City of Fontana in 2024. As part of the ongoing revitalization efforts for downtown Fontana, the structures will be demolished. The bidding process for 16756 and 16766 Arrow Blvd bid (PW-26-14-CC) was conducted by city staff in August of 2025. Two hundred eight (208) bidders were notified of the bid. Bid packets were downloaded by thirty-five (35) vendors. Seven (7) Fontana vendors were notified. No Fontana vendor responses were received. The bid closed on August 21, 2025, and the City received a total of seven (7) bids.

This item was originally presented to the City Council with a recommendation to award the contract to Demo Leaders Inc. of Woodland Hills, California. Following that recommendation, Demo Leaders Inc. formally withdrew its bid. As a result, staff recommends proceeding with an award to the second-lowest bidder, Interior Demolition of Newhall, California, which now constitutes the lowest responsive and responsible bidder eligible for contract award.

**FISCAL IMPACT:**

The total fiscal impact associated with the approval of this item is \$228,985.00. Funds associated with this project are included in Fiscal Year 2025/2026 specifically in 60230000-8310.

**MOTION:**

Approve staff recommendation

DEMOLITION  
16756 & 16766 ARROW BOULEVARD



**Bid Results**  
**Demolition Commercial Buildings**  
**16756 & 16766 Arrow Blvd**  
**PW-26-14-CC**

|  |              |
|--|--------------|
| Interior Demolition, Inc.<br>Newhall, CA                 | \$208,168.00 |
| Unlimited Environmental, Inc.<br>Santa Fe Springs, CA    | \$225,700.00 |
| Sun Environmental Engineering Svcs, Inc.<br>Torrance, CA | \$245,000.00 |
| Integrated Demolition & Remediation<br>Anaheim, CA       | \$249,500.00 |
| Precision Environmental<br>Ventura, CA                   | \$253,000.00 |
| American Wrecking, Inc.<br>South El Monte, CA            | \$276,600.00 |

## Bid Results

### Bidder Details

**Vendor Name** Interior Demolition, Inc.  
**Address** 23508 Pine St.  
 Newhall, California 91321  
 United States  
**Respondee** Marco Molina  
**Respondee Title** Vice President  
**Phone** 818-249-4932  
**Email** marco@interiordemolition.net  
**Vendor Type** MBE, OSB, CADIR  
**License #** 603409  
**CADIR** 1000004790

### Bid Detail

**Bid Format** Electronic  
**Submitted** 08/21/2025 11:31 AM (PDT)  
**Delivery Method**  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 444136

### Respondee Comment

### Buyer Comment

### Attachments

| File Title                | File Name                 | File Type          |
|---------------------------|---------------------------|--------------------|
| Scanned Bid Documents.pdf | Scanned Bid Documents.pdf | General Attachment |
| Executed Bid Bond.pdf     | Executed Bid Bond.pdf     | General Attachment |
|                           |                           | Bid Bond           |

## Subcontractors

No Subcontractors

## Line Items

Discount Terms No Discount

| Item #           | Item Code | Type | Item Description                                | UOM | QTY | Unit Price   | Line Total          | Response | Comment |
|------------------|-----------|------|---|-----|-----|--------------|---------------------|----------|---------|
| <b>Section 1</b> |           |      |   |     |     |              | <b>\$208,168.00</b> |          |         |
| 1                |           |      | <b>Mobilization</b>                             | LS  | 1   | \$10,000.00  | \$10,000.00         | Yes      |         |
| 2                |           |      | <b>Asbestos &amp; Lead Remediation</b>          | LS  | 1   | \$55,000.00  | \$55,000.00         | Yes      |         |
| 3                |           |      | <b>Demolition &amp; Disposal</b>                | LS  | 1   | \$130,047.00 | \$130,047.00        | Yes      |         |
| 4                |           |      | <b>Grading &amp; Import/Export if Necessary</b> | LS  | 1   | \$13,121.00  | \$13,121.00         | Yes      |         |

## Line Item Subtotals

| Section Title      | Line Total          |
|--------------------|---------------------|
| <b>Section 1</b>   | <b>\$208,168.00</b> |
| <b>Grand Total</b> | <b>\$208,168.00</b> |

(SUBMIT ONLINE)

**BID FORMS**

**BIDDER'S NAME** Interior Demolition, Inc.

**PROPOSAL  
FOR  
DEMOLITION AND REMEDIATION OF 16756 and 16766 ARROW BOULEVARD  
PW-26-14-CC**

**TO CITY OF FONTANA, as CITY:**

In accordance with **CITY'S "Notice Inviting Sealed Bids"**, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and Contract Documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and Contract Documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with **CITY** at the unit and/or lump sum prices set forth in the following Proposal Bid Sheet. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to **CITY** of the Bid Bond accompanying this proposal.

BIDDER understands that a bid is required for the entire work that the estimated quantities set forth in the Proposal Bid Sheet are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

BIDDER certifies that it has visited the construction site and familiarized itself with local conditions under which the work is to be performed. Furthermore, BIDDER certifies that it will be responsible for incorporating into its bid whatever contingencies which are discernible by a reasonable investigation.

BIDDER agrees and acknowledges that it is aware of the provisions of **Section 3700 of the Labor Code** which requires every employer to be insured against liability for workman's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the BIDDER will comply with such provisions of that code before commencing the performance of this Contract if awarded to it.

(SUBMIT ONLINE)

BIDDER certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any Agency, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

BIDDER certifies that affirmative action has been taken to seek out and consider disadvantaged business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been carefully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder.

Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

**BIDDER certifies that a person possesses a Class "C-21" and "C-22" specialty contractor's licenses OR Class "C-21" specialty contractor's license and ASB Certification, as required to perform the work.**

BIDDER declares that the contractor's license number is 603409 and that the license expiration date is 9/30/2026.

DATED: August 19, 2025

BIDDER: Interior Demolition, Inc.

BIDDER'S ADDRESS:

BY: Maria Molina



23508 Pine St.

TITLE: Secretary & Treasurer

Newhall, CA 91321

PHONE: 818-249-4932

FAX NO: 95-4215567

E-MAIL: marco@interiordemolition.net

(SUBMIT ONLINE)

## INFORMATION REQUIRED OF BIDDERS

### A. INFORMATION ABOUT BIDDER

BIDDER certifies that the following information is true and correct:

Bidder's Name: Interior Demolition, Inc.

Business Address: 23508 Pine St.

Newhall, CA 91321

Telephone: 818-249-4932 Fax: 818-249-4937

Email Address: marco@interiordemolition.net

DUNS Number: 17-311-5114

State Contractor's License No. and Class: 603409 - C21, C12, ASB, B, C22, C61/D63, HAZ

Original Date Issued: 9/25/1990 Expiration Date: 9/30/2026

How many years has Bidder's organization been in business under its present name?  
36 years

Under what other or former names has Bidder's organization operated?  
: None

If Bidder's organization is a corporation, answer the following:

Date of Incorporation: 12/29/1989

State of Incorporation: California

President's Name: George Molina

Vice President's Name(s): Marco Molina

George Molina Jr.

Secretary's Name: Maria Molina

Treasurer's Name: Maria Molina

(SUBMIT ONLINE)

If an individual or a partnership, answer the following:

Date of Organization: N/A

Name and address of all partners (state whether general or limited partnership):

N/A  
\_\_\_\_\_  
\_\_\_\_\_

If other than a corporation or partnership, describe organization and name principals:

N/A  
\_\_\_\_\_  
\_\_\_\_\_

List other states in which Bidder's organization is legally qualified to do business.

None  
\_\_\_\_\_  
\_\_\_\_\_

What type of work does the Bidder normally perform with its own forces?

Demolition, Abatement, and Earthwork  
\_\_\_\_\_

Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

No  
\_\_\_\_\_

Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

No  
\_\_\_\_\_

**B. LIST OF PAST PROJECTS**

The bidder must demonstrate a knowledge of public construction techniques and must possess a working ability to perform similarly-sized construction work for a public agency. The City expressly reserves the right to reject the bid of any bidder who has failed to complete three (3) similar projects of substantially the same type in a timely fashion or in a satisfactory manner. The following are the names, addresses, phone numbers and contact person for three public agencies for which BIDDER has performed similar work within the past three (3) years: **FAILURE TO FURNISH SUCH INFORMATION (IN THE COMPLETE FORMAT REQUIRED) MAY CAUSE YOUR BID TO BE REJECTED AS NON-RESPONSIVE.**

AGENCY: City of Fontana  
ADDRESS: 8353 Sierra Ave. Fontana, CA 92335  
CONTACT PERSON: Armando Martinez  
PHONE: 909-350-6660 EMAIL: amartinez@fontanaca.gov  
SCOPE OF WORK AND DOLLAR AMOUNT: Demolition of a commercial building owned by the city of Fontana. Slovene Hall. \$128,168.00

AGENCY: Housing Authority of the City of Los Angeles  
ADDRESS: 2600 Wilshire Blvd. 3th Floor. Los Angeles, CA 90057  
CONTACT PERSON: Kevin Sharp  
PHONE: 213-407-0545 EMAIL: kevin.sharp@hacla.org  
SCOPE OF WORK AND DOLLAR AMOUNT: Demolition of a 5000 sf commercial building \$173,350.00

AGENCY: City of Bell  
ADDRESS: 6330 Pine Ave. Bell, CA 90201  
CONTACT PERSON: German Alvarez  
PHONE: 323-588-6211 EMAIL: galvarez@CITYOFBELL.ORG  
SCOPE OF WORK AND DOLLAR AMOUNT: Abatement and Demolition a 20,300 sf commercial building owned by the city. \$188,600.00



(SUBMIT ONLINE)

### CONTRACTOR'S LICENSING STATEMENT

The undersigned certifies that bidder is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License Number: 603409

License Classification: C21, C12, ASB, B, Expiration Date: 9/30/2026  
C22, C61/D63, HAZ

Name of Individual Contractor (Print or type):

N/A

Signature of Owner: \_\_\_\_\_

Business Address: \_\_\_\_\_

or

Name of Firm: N/A

Business Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

or

Name of Corporation: Interior Demolition, Inc.

Business Address: 23508 Pine St. Newhall, CA 91321

Corporation organized under the laws of the State of California

[Signature]  
Signature of President of Corp.

[Signature]  
Signature of Secretary of Corp.

8/19/2025  
Date

(ENTER ONLINE)

## **LIST OF SUBCONTRACTORS**

BIDDER proposes to subcontract certain portions of the work as follows:

---

LISTING OF SUBCONTRACTORS WILL BE ENTERED ONLINE  
WHEN SUBMITTING YOUR PROPOSAL

**ALL ITEMS OF INFORMATION REQUESTED ON THIS PAGE ARE REQUIRED. BIDDERS SHALL SPECIFY EACH SUBCONTRACTOR WHO WILL PERFORM WORK OR LABOR OR RENDER SERVICE TO THE PRIME CONTRACTOR IN AN AMOUNT IN EXCESS OF ONE HALF OF ONE PERCENT (0.5%) OF THE PRIME CONTRACTOR'S TOTAL BID. FAILURE TO LIST ALL INFORMATION AS REQUESTED ABOVE MAY RESULT IN DISQUALIFICATION OF THE BID.**

(SUBMIT ONLINE)

**DESIGNATOR OF SURETIES**

The following are the names, addresses, and phone numbers for all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

NAME/TITLE: Coats Surety Insurance Services Inc.  
ADDRESS: 23046 Avenida de la Carlota, Suite 600, Laguna Hills, CA 92653  
PHONE: 949-457-1060 FAX: 949-457-1070  
E-MAIL: matt@coatssurety.com

NAME/TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

NAME/TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

(SUBMIT ONLINE)

**NON-COLLUSION DECLARATION**

**DEMOLITION AND REMEDIATION OF 16756 AND 16766 ARROW BOULEVARD**

**PW-26-14-CC**

The undersigned declares:

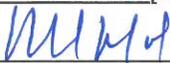
I am the Secretary & Treasurer of Interior Demolition, Inc.

Maria Molina, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on August 19, 2025 [date], at Newhall [city], CA [state].



(Signature)

Maria Molina

(Print Name)

Secretary & Treasurer

(Title)

(SUBMIT ONLINE)

**CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS**

**Labor Code Section 1735** requires that no discrimination be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex of such persons, except as provided in **Government Code Section 12940**.

The firm listed below certifies that it does not discriminate in its employment with regard to the factors set forth in **Labor Code Section 1735**; that it is in compliance with all federal, state and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal employment opportunity in employment.

**We agree specifically:**

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM: Interior Demolition, Inc.

TITLE OF PERSON SIGNING: Secretary & Treasurer

SIGNATURE: 

DATE: 8/19/2025

Please include any additional information available regarding equal opportunity employment programs now in effect within your company.

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(ENTER ONLINE)

**PROPOSAL BID SHEET  
FOR  
DEMOLITION AND REMEDIATION OF 16756 AND 16766 ARROW BOULEVARD  
PW-26-14-CC**

| <b>BID SCHEDULE</b> |                                      |                           |            |
|---------------------|--------------------------------------|---------------------------|------------|
| <b>ITEM NO.</b>     | <b>DESCRIPTION</b>                   | <b>ESTIMATED QUANTITY</b> | <b>UOM</b> |
| 1                   | Mobilization                         | 1                         | LS         |
| 2                   | Asbestos & Lead Remediation          | 1                         | LS         |
| 3                   | Demolition & Disposal                | 1                         | LS         |
| 4                   | Grading & Import/Export if Necessary | 1                         | LS         |

**NOTE:** The estimated quantities listed in the **Proposal Bid Sheet(s)** are supplied to give an indication of the general scope of the work, but the accuracy of these figures is not guaranteed, and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

(ENTER ONLINE)

**ADDENDUM ACKNOWLEDGMENT**

**DEMOLITION AND REMEDIATION OF 16756 AND 16766 ARROW  
BOULEVARD**

**PW-26-14-CC**

ADDENDUM(S) TO BE ACKNOWLEDGED ONLINE WHEN YOU ARE SUBMITTING  
YOUR BID.



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 25-0686

**Agenda #:** S.

**Agenda Date:** 12/9/2025

**Category:** Consent Calendar

---

**FROM:**

Finance

**SUBJECT:**

Annual Report on Development Impact Fees

**RECOMMENDATION:**

Adopt **Resolution No. 2025-108**, of the City Council of the City of Fontana, approving the Annual Report on Development Impact Fees and making findings as to unexpended funds.

**COUNCIL GOALS:**

- Practice sound fiscal management by living within our means while investing in the future.
- Practice sound fiscal management by developing long-term funding and debt management plans.
- Practice sound fiscal management by emphasizing capital formation.
- Practice sound fiscal management by producing transparent information in a timely matter.
- Practice sound fiscal management by producing timely and accurate financial information.

**DISCUSSION:**

California Government Code Sections 66000-66006 impose requirements for the collection and expenditure of development impact fees. The City has twelve different development impact fee funds with combined collected revenues from the last fiscal year of approximately \$25.4 million.

Pursuant to Government Code Section 66006(b), the City must issue a yearly report relating to the development impact fees it imposes. In addition, pursuant to Government Code Section 66001(d), at least every five years the City must make certain findings with respect to that portion of each development fee account remaining unexpended.

This report satisfies those statutory requirements for accounting for development impact fees.

A copy of this report was made available to the public on November 20, 2025, at least 15 days prior to this meeting as required by law.

**FISCAL IMPACT:**

Approval of this report will have no fiscal impact to the City. However, revenue generated by development impact fees pays for millions of dollars of infrastructure each year.

**MOTION:**

Approve staff recommendation.



**RESOLUTION NO. 2025-108**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA,  
CALIFORNIA APPROVING THE ANNUAL REPORT ON  
DEVELOPMENT IMPACT FEES AND MAKING FINDINGS AS TO  
UNEXPENDED FUNDS**

**WHEREAS**, California Government Code Sections 66000-66006 impose requirements for the collection and expenditure of development impact fees; and

**WHEREAS**, pursuant to Government Code Section 66006(b), the City must issue a yearly report relating to the development impact fees it imposes; and

**WHEREAS**, pursuant to Government Code Section 66001(d), at least every five years the City must make certain findings with respect to that portion of each development fee account remaining unexpended; and

**WHEREAS**, pursuant to Government Code Section 66006(b)(2), the report was made available to the public not less than 15 days prior to the public meeting.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Fontana, California, as follows:

**Section 1.** The City Council approves the attached Annual Report of Development Impact Fees for the Fiscal Year Ended June 30, 2025, and adopts the findings included there.

**APPROVED AND ADOPTED** this 9th day of December, 2025.

**READ AND APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council do hereby certify that the foregoing resolution is the actual resolution duly and regularly adopted by the City of Fontana at a regular meeting on the 9<sup>th</sup> day of December, 2025, by the following vote to wit:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAIN:**

\_\_\_\_\_  
City Clerk of the City of Fontana

\_\_\_\_\_  
Mayor of the City of Fontana

**ATTEST:**

\_\_\_\_\_  
City Clerk

# City of Fontana

## Annual Report on Development Impact Fees

### Fiscal Year Ended June 30, 2025

#### Background

The Mitigation Fee Act, Government Code Section 66000 et seq., (the “Act”) governs the establishment and administration of development impact fees paid by new development projects for public facilities needed to serve new development. Fees must be separately accounted for and used for the specific purpose for which the fee was imposed. The City’s adopted development impact fees are listed in the attached exhibits. Expenditures are authorized through the annual Operating Budget and the City’s Capital Improvement Program.

#### Annual Development Fee Reporting

The Act requires that the City prepare an annual review of all development impact fees as defined in the Act and make a public report on the fees available to the public after the end of each fiscal year. Government Code Section 66006(b)(2) requires the report to be placed on an agenda for review at a public meeting not less than 15 days after the report is made available to the public.

The City is also required to adopt by resolution certain findings for any fund accounts which contain unexpended funds as of the fifth fiscal year following the first deposit into those funds (Government Code Section 66001(d)).

The report is organized as follows:

**Section 1.** A brief description of the purpose of each development impact fee, its authorizing legislation and current amount (Government Code Section 66006(b)(1)(A)).

**Section 2.** A summary of the beginning fund balance, annual fee revenue collected and interest earned, public improvement expenditures, and the ending fund balance for each fee (Government Code Section 66006(b)(1)(C) and (D)).

**Section 3.** A five-year history of the beginning fund balance, annual fee revenue collected and interest earned, public improvement expenditures, and the ending fund balance for each fee (Government Code Section 66006(b)(1)(C) and (D)).

**Section 4.** A listing of projects funded or to be funded with development impact fees.

**Section 5.** Report of Findings for each fee.

**City of Fontana  
Annual Report  
Development Impact Fees  
Fiscal Year Ended June 30, 2025**

Brief Description and Amount of Fees  
Government Code Section 66006(b)(1)(A) and (B)

| Fund # | Fund Description                 | Fee Description                                       | Last Updated | Residential Fees per Gross Acre           |            |            | Non-Residential Fees per 1,000 Gross Building SF |            |            |
|--------|----------------------------------|---|--------------|---|------------|------------|--|------------|------------|
|        |                                  |   |              | SFDU                                      |            |            | Retail   | Office     | Industrial |
| 620    | San Sevaine Flood Control        | Drainage facility improvements                        | 90-34        | \$4,405                                   | \$4,405    | \$4,405    | \$4,405  | \$4,405    | \$4,405    |
| 621    | Upper Etiwanda Flood Control     | Drainage facility improvements                        | 90-34        | \$9,790                                   | \$9,790    | \$9,790    | \$9,790  | \$9,790    | \$9,790    |
| Fund # | Fund Description                 | Fee Description                                       | Last Updated | Residential Fees per Net Developable Acre |            |            | Non-Residential Fees per 1,000 Gross Building SF |            |            |
|        |                                  |   |              | SFDU                                      |            |            | Retail   | Office     | Industrial |
| 622    | Storm Drainage - Declez North    | Master interceptor drains & major drainage facilities | 2022-065     | \$27,182                                  | \$27,182   | \$27,182   | \$27,182   | \$27,182   | \$27,182   |
| 622    | Storm Drainage - Declez South    | Master interceptor drains & major drainage facilities | 2022-065     | \$32,274                                  | \$32,274   | \$32,274   | \$32,274   | \$32,274   | \$32,274   |
| 622    | Storm Drainage - Fontana East    | Master interceptor drains & major drainage facilities | 2022-065     | \$16,550                                  | \$16,550   | \$16,550   | \$16,550   | \$16,550   | \$16,550   |
| 622    | Storm Drainage - I-10 North      | Master interceptor drains & major drainage facilities | 2022-065     | \$23,768                                  | \$23,768   | \$23,768   | \$23,768   | \$23,768   | \$23,768   |
| 622    | Storm Drainage - I-10 South      | Master interceptor drains & major drainage facilities | 2022-065     | \$5,827                                   | \$5,827    | \$5,827    | \$5,827  | \$5,827    | \$5,827    |
| 622    | Storm Drainage - I-15 North      | Master interceptor drains & major drainage facilities | 2022-065     | \$22,226                                  | \$22,226   | \$22,226   | \$22,226   | \$22,226   | \$22,226   |
| 622    | Storm Drainage - Lower Etiwanda  | Master interceptor drains & major drainage facilities | 2022-065     | \$9,713                                   | \$9,713    | \$9,713    | \$9,713  | \$9,713    | \$9,713    |
| 622    | Storm Drainage - Middle Etiwanda | Master interceptor drains & major drainage facilities | 2022-065     | \$8,102                                   | \$8,102    | \$8,102    | \$8,102  | \$8,102    | \$8,102    |
| 622    | Storm Drainage - Project 3-4     | Master interceptor drains & major drainage facilities | 2022-065     | \$19,492                                  | \$19,492   | \$19,492   | \$19,492   | \$19,492   | \$19,492   |
| 622    | Storm Drainage - Upper Etiwanda  | Master interceptor drains & major drainage facilities | 2022-065     | \$10,508                                  | \$10,508   | \$10,508   | \$10,508   | \$10,508   | \$10,508   |
| Fund # | Fund Description                 | Fee Description                                       | Last Updated | Residential Fees per Dwelling Unit        |            |            | Non-Residential Fees per 1,000 Gross Building SF |            |            |
|        |                                  |   |              | SFDU                                      | 0-2        | 3+         | Retail   | Office     | Industrial |
| 630    | Circulation Mitigation           | Arterial street and interchange improvements          | 2022-065     | \$6,685                                   | \$4,092    | \$4,092    | \$10,030   | \$8,120    | \$4,090    |
| Fund # | Fund Description                 | Fee Description                                       | Last Updated | Residential Fees per Dwelling Unit        |            |            | Non-Residential Fees per Building SF             |            |            |
|        |                                  |   |              | SFDU                                      | 0-2        | 3+         | Retail   | Office     | Industrial |
| 630    | Local Transportation             | Street, sidewalks and pathways                        | 2022-065     | \$925                                     | \$878      | \$925      | \$0.253  | \$0.253    | \$0.073    |
| 630    | Local Arterials                  | Local four-lane arterials                             | 2022-065     | \$518                                     | \$492      | \$518      | \$0.141  | \$0.141    | \$0.041    |
| 630    | Traffic Signals                  | Local traffic signals                                 | 2022-065     | \$160                                     | \$154      | \$160      | \$0.044  | \$0.044    | \$0.013    |
| 631    | Fire Assessment                  | Fire protection facilities                            | 2022-065     | \$431                                     | \$409      | \$431      | \$0.118  | \$0.118    | \$0.034    |
| 632    | General Government               | Public facilities                                     | 2022-065     | \$520                                     | \$494      | \$520      | \$0.142  | \$0.142    | \$0.042    |
| 633    | Landscape Improvements           | Median landscaping                                    | 2022-065     | \$326                                     | \$310      | \$326      | \$0.089  | \$0.089    | \$0.026    |
| 634    | Library Cap Improvements         | Library facilities                                    | 2022-065     | \$116                                     | \$110      | \$116      | \$0.031  | \$0.031    | \$0.009    |
| 635    | Park Development                 | Park and recreational facilities                      | 2022-065     | \$7,733                                   | \$7,347    | \$7,733    | N/A  | N/A        | N/A        |
| 636    | Police Cap Facilities            | Police facilities, vehicles and equipment             | 2022-065     | \$552                                     | \$523      | \$552      | \$0.150  | \$0.150    | \$0.044    |
| 698    | Affordable Housing               | Inclusionary housing                                  | 2022-065     | \$1,574                                   | \$768      | \$768      | \$1.880  | \$1.310    | \$0.150    |
| Fund # | Fund Description                 | Fee Description                                       | Last Updated | Residential Fees per Dwelling Unit        |            |            | Non-Residential Fees per EDU                     |            |            |
|        |                                  |   |              | SFDU                                      | 0-2        | 3+         | Retail   | Office     | Industrial |
| 702    | Sewer Capital                    | Sewer connection                                      | 2022-065     | \$1,023.00                                | \$1,023.00 | \$1,023.00 | \$1,023.00                                       | \$1,023.00 | \$1,023.00 |

**City of Fontana  
Annual Report  
Development Impact Fees  
Fiscal Year Ended June 30, 2025**

Fund Balances, Fees Collected, Interest Earned, and Project Expenditures  
Government Code Section 66006(b)(1)(C) and (D)

| Fund | Fund Description            | Beginning<br>Balance<br>07/01/24 | Fees<br>Collected | Interest<br>Earned | Other<br>Revenues | Capital<br>Expenditures | Other<br>Expenditures | Cost<br>Allocation | Ending<br>Balance<br>06/30/25 |
|------|-----------------------------|----------------------------------|-------------------|--------------------|-------------------|-------------------------|-----------------------|--------------------|-------------------------------|
| 620  | Flood Control - San Sevaine | 2,602,769                        | 92,770            | 112,243            |                   | (61,085)                |                       | (8,320)            | 2,738,377                     |
| 621  | Flood Control - Etiwanda    | 47,890                           | 0                 | 2,032              |                   | 0                       |                       | 0                  | 49,922                        |
| 622  | Storm Drain                 | 22,493,312                       | 1,291,985         | 924,777            |                   | (2,346,553)             |                       | (98,460)           | 22,265,062                    |
| 630  | Circulation Mitigation      | 23,564,927                       | 12,834,603        | 1,907,886          |                   | (4,965,809)             |                       | (73,880)           | 33,267,727                    |
| 631  | Fire Facility               | 742,722                          | 420,235           | 28,406             |                   | (102,396)               |                       | (281,570)          | 807,397                       |
| 632  | Public Facilities           | 13,567,378                       | 658,930           | 584,929            |                   | (272,614)               |                       | 0                  | 14,538,623                    |
| 633  | Median Landscaping          | 2,556,442                        | 423,970           | 108,367            |                   | (340,483)               |                       | (11,720)           | 2,736,576                     |
| 634  | Library Facility            | 1,371,782                        | 159,653           | 61,577             |                   | (66,844)                |                       | (6,440)            | 1,519,728                     |
| 635  | Park Development            | 16,625,646                       | 4,963,410         | 741,323            |                   | (5,371,141)             |                       | (123,970)          | 16,835,268                    |
| 636  | Police Facilities           | 4,183,604                        | 744,211           | 187,345            |                   | (380,627)               |                       | (38,880)           | 4,695,653                     |
| 698  | Affordable Housing          | 8,611,409                        | 3,137,010         | 250,293            |                   | (5,136,078)             |                       | 0                  | 6,862,635                     |
| 702  | Sewer Connection            | 2,851,221                        | 675,653           | 119,330            | 163,537           | (816,768)               | (146,210)             | (9,140)            | 2,837,623                     |
|      | TOTALS                      | 99,219,103                       | 25,402,431        | 5,028,506          | 163,537           | (19,860,397)            | (146,210)             | (652,380)          | 109,154,590                   |

**City of Fontana  
Annual Report  
Development Impact Fees  
Fiscal Year Ended June 30, 2025**

Fund Balances, Fees Collected, Interest Earned, and Project Expenditures - Five Year History  
Government Code Section 66006(b)(1)(C) and (D)

| Fee Type                                 | 2024/25     | 2023/24     | 2022/23     | 2021/22     | 2020/21     |
|--|-------------|-------------|-------------|-------------|-------------|
| <b>Flood Control - San Sevaine (620)</b> |             |             |             |             |             |
| Beginning balance                        | 2,602,769   | 1,931,487   | 1,403,656   | 579,435     | 461,015     |
| Revenue                                  | 92,770      | 994,865     | 626,722     | 977,357     | 216,918     |
| Interest                                 | 112,243     | 88,641      | 2,714       | (42,875)    | 1,880       |
| Other revenue                            |             |             |             |             |             |
| Capital                                  | (61,085)    | (403,904)   | (87,935)    | (96,861)    | (86,578)    |
| Cost allocation                          | (8,320)     | (8,320)     | (13,670)    | (13,400)    | (13,800)    |
| Ending balance                           | 2,738,377   | 2,602,769   | 1,931,487   | 1,403,656   | 579,435     |
| <b>Flood Control - Etiwanda (621)</b>    |             |             |             |             |             |
| Beginning balance                        | 47,890      | 45,915      | 45,557      | 46,973      | 46,925      |
| Revenue                                  | 0           | 0           | 0           | 0           | 0           |
| Interest                                 | 2,032       | 1,975       | 358         | (1,416)     | 48          |
| Other revenue                            |             |             |             |             |             |
| Capital                                  |             |             |             |             |             |
| Cost allocation                          |             |             |             |             |             |
| PPA - fees owed to County                |             |             |             |             |             |
| Ending balance                           | 49,922      | 47,890      | 45,915      | 45,557      | 46,973      |
| <b>Storm Drain (622)</b>                 |             |             |             |             |             |
| Beginning balance                        | 22,493,312  | 20,758,650  | 18,253,547  | 15,843,084  | 14,963,962  |
| Revenue                                  | 1,291,985   | 3,085,653   | 3,178,479   | 4,373,223   | 3,529,070   |
| Interest                                 | 924,777     | 981,038     | 121,550     | (634,878)   | 22,156      |
| Other revenue                            |             |             |             |             |             |
| Capital                                  | (2,346,553) | (2,233,568) | (669,467)   | (1,204,881) | (2,381,903) |
| Cost allocation                          | (98,460)    | (98,460)    | (125,460)   | (123,000)   | (290,200)   |
| Ending balance                           | 22,265,062  | 22,493,312  | 20,758,650  | 18,253,547  | 15,843,084  |
| <b>Circulation Mitigation (630)</b>      |             |             |             |             |             |
| Beginning balance                        | 23,564,927  | 21,801,505  | 15,444,197  | 7,696,915   | 102,964     |
| Revenue                                  | 12,834,603  | 7,865,186   | 9,796,269   | 10,055,943  | 8,680,924   |
| Interest                                 | 1,907,886   | 2,074,831   | 231,173     | (1,309,715) | 64,926      |
| Other revenue                            |             |             |             |             |             |
| Capital                                  | (4,965,809) | (8,102,715) | (3,485,004) | (817,446)   | (1,024,499) |
| Cost allocation                          | (73,880)    | (73,880)    | (185,130)   | (181,500)   | (127,400)   |
| Ending balance                           | 33,267,727  | 23,564,927  | 21,801,505  | 15,444,197  | 7,696,915   |

**City of Fontana  
Annual Report  
Development Impact Fees  
Fiscal Year Ended June 30, 2025**

Fund Balances, Fees Collected, Interest Earned, and Project Expenditures - Five Year History  
Government Code Section 66006(b)(1)(C) and (D)

| Fee Type                        | 2024/25    | 2023/24     | 2022/23    | 2021/22    | 2020/21    |
|---------------------------------|------------|-------------|------------|------------|------------|
| <b>Fire Facility (631)</b>      |            |             |            |            |            |
| Beginning balance               | 742,722    | 606,389     | 666,331    | 637,971    | 719,932    |
| Revenue                         | 420,235    | 390,047     | 256,594    | 340,822    | 235,012    |
| Interest                        | 28,406     | 25,857      | 6,354      | (20,713)   | 655        |
| Other revenue                   |            |             |            |            |            |
| Capital                         | (102,396)  | 0           | 0          | 0          | 0          |
| Cost allocation                 | (281,570)  | (279,570)   | (322,890)  | (291,749)  | (317,628)  |
| Ending balance                  | 807,397    | 742,722     | 606,389    | 666,331    | 637,971    |
| <b>Public Facilities (632)</b>  |            |             |            |            |            |
| Beginning balance               | 13,567,378 | 12,445,256  | 11,982,002 | 11,327,524 | 10,110,789 |
| Revenue                         | 658,930    | 1,146,361   | 374,013    | 1,025,717  | 1,202,606  |
| Interest                        | 584,929    | 537,019     | 89,241     | (371,240)  | 14,729     |
| Other revenue                   |            |             |            |            |            |
| Capital                         | (272,614)  | (561,258)   | 0          | 0          | 0          |
| Cost allocation                 | 0          | 0           | 0          | 0          | (600)      |
| Ending balance                  | 14,538,623 | 13,567,378  | 12,445,256 | 11,982,002 | 11,327,524 |
| <b>Median Landscaping (633)</b> |            |             |            |            |            |
| Beginning balance               | 2,556,442  | 5,826,878   | 5,900,772  | 5,582,394  | 5,809,267  |
| Revenue                         | 423,970    | 314,056     | 229,569    | 658,150    | 536,533    |
| Interest                        | 108,367    | 225,381     | 50,551     | (184,480)  | 6,607      |
| Other revenue                   |            |             |            |            |            |
| Capital                         | (340,483)  | (3,798,153) | (306,174)  | (108,392)  | (760,214)  |
| Cost allocation                 | (11,720)   | (11,720)    | (47,840)   | (46,900)   | (9,800)    |
| Ending balance                  | 2,736,576  | 2,556,442   | 5,826,878  | 5,900,772  | 5,582,394  |
| <b>Library Facility (634)</b>   |            |             |            |            |            |
| Beginning balance               | 1,371,782  | 1,182,630   | 1,179,839  | 1,020,693  | 475,855    |
| Revenue                         | 159,653    | 514,577     | 104,438    | 285,160    | 567,217    |
| Interest                        | 61,577     | 47,927      | 11,812     | (38,944)   | 2,321      |
| Other revenue                   |            |             |            |            |            |
| Capital                         | (66,844)   | (366,912)   | (113,459)  | (87,070)   | 0          |
| Cost allocation                 | (6,440)    | (6,440)     | 0          | 0          | (24,700)   |
| Ending balance                  | 1,519,728  | 1,371,782   | 1,182,630  | 1,179,839  | 1,020,693  |

**City of Fontana  
Annual Report  
Development Impact Fees  
Fiscal Year Ended June 30, 2025**

Fund Balances, Fees Collected, Interest Earned, and Project Expenditures - Five Year History  
Government Code Section 66006(b)(1)(C) and (D)

| Fee Type                        | 2024/25     | 2023/24     | 2022/23     | 2021/22     | 2020/21     |
|---------------------------------|-------------|-------------|-------------|-------------|-------------|
| <b>Park Development (635)</b>   |             |             |             |             |             |
| Beginning balance               | 16,625,646  | 20,319,441  | 18,195,031  | 5,120,626   | 5,533,262   |
| Revenue                         | 4,963,410   | 4,789,942   | 3,466,764   | 15,299,536  | 1,645,189   |
| Interest                        | 741,323     | 826,423     | 142,775     | (553,613)   | 4,200       |
| Other revenue                   |             |             |             |             |             |
| Capital                         | (5,371,141) | (9,186,190) | (1,261,439) | (1,452,218) | (1,906,824) |
| Cost allocation                 | (123,970)   | (123,970)   | (223,690)   | (219,300)   | (155,200)   |
| Ending balance                  | 16,835,268  | 16,625,646  | 20,319,441  | 18,195,031  | 5,120,626   |
| <b>Police Facilities (636)</b>  |             |             |             |             |             |
| Beginning balance               | 4,183,604   | 3,712,826   | 3,582,441   | 3,582,959   | 2,907,816   |
| Revenue                         | 744,211     | 1,160,918   | 412,280     | 640,651     | 767,821     |
| Interest                        | 187,345     | 162,230     | 25,073      | (115,173)   | 5,343       |
| Other revenue                   |             |             |             |             |             |
| Capital                         | (380,627)   | (813,490)   | (302,278)   | (521,396)   | (80,321)    |
| Cost allocation                 | (38,880)    | (38,880)    | (4,690)     | (4,600)     | (17,700)    |
| Ending balance                  | 4,695,653   | 4,183,604   | 3,712,826   | 3,582,441   | 3,582,959   |
| <b>Affordable Housing (698)</b> |             |             |             |             |             |
| Beginning balance               | 8,611,409   | 7,351,914   | 5,470,320   | 5,656,571   | 4,772,171   |
| Revenue                         | 3,137,010   | 2,451,893   | 2,411,904   | 1,497,365   | 876,809     |
| Interest                        | 250,293     | 250,896     | 22,377      | (137,525)   | 7,591       |
| Other revenue                   |             |             |             |             |             |
| Capital                         | (5,136,078) | (1,443,294) | (552,687)   | (1,546,090) | 0           |
| Cost allocation                 | 0           | 0           | 0           | 0           | 0           |
| Ending balance                  | 6,862,635   | 8,611,409   | 7,351,914   | 5,470,320   | 5,656,571   |
| <b>Sewer Connection (702)</b>   |             |             |             |             |             |
| Beginning balance               | 2,851,221   | 2,891,308   | 2,330,380   | 2,199,464   | 2,069,916   |
| Revenue                         | 675,653     | 552,195     | 811,632     | 336,864     | 325,729     |
| Interest                        | 119,330     | 165,106     | 49,523      | (35,784)    | 3,774       |
| Other revenue                   | 163,537     | 900         | 504,743     | 510,640     | 509,039     |
| Loan proceeds                   |             |             |             |             |             |
| Loan repayment                  | (502,241)   | (502,241)   | (502,241)   | (502,241)   | (502,241)   |
| Capital                         | (314,527)   | (246,908)   | (293,449)   | (169,463)   | (198,753)   |
| Other expenditures              | (146,210)   | 0           | 0           | 0           | 0           |
| Cost allocation                 | (9,140)     | (9,140)     | (9,280)     | (9,100)     | (8,000)     |
| Ending balance                  | 2,837,623   | 2,851,221   | 2,891,308   | 2,330,380   | 2,199,464   |

**City of Fontana  
Annual Report  
Development Impact Fees  
Fiscal Year Ended June 30, 2025**

Projects  
Government Code Section 66006(b)(1)(E)

| Project #                                   | Project                             | Project Completion | Total Project Cost | Budgeted Development Impact Fees | Expended Development Impact Fees | Pending DIF Expenditures | % From Dev Impact Fees |
|---|-------------------------------------|--------------------|--------------------|----------------------------------|----------------------------------|--------------------------|------------------------|
| <b>Flood Control - San Sevaine (620)</b>    |                                     |                    |                    |                                  |                                  | <b>0</b>                 |                        |
| Due to County Flood Control<br>See Findings |                                     |                    |                    |                                  |                                  |                          |                        |
| <b>Flood Control - Etiwanda (621)</b>       |                                     |                    |                    |                                  |                                  | <b>0</b>                 |                        |
| See Findings                                |                                     |                    |                    |                                  |                                  |                          |                        |
| <b>Storm Drain (622)</b>                    |                                     |                    |                    |                                  |                                  | <b>9,279,770</b>         |                        |
| 0063  | COURTPLACE                          | 2025               | 10,251,600         | 3,279,000                        | 2,791,438                        | 487,562                  | 32%                    |
| 3361  | CYPRESS STORM DRAIN                 | 2026               | 21,608,344         | 11,729,715                       | 2,937,507                        | 8,792,208                | 54%                    |
| <b>Circulation (630)</b>                    |                                     |                    |                    |                                  |                                  | <b>10,530,860</b>        |                        |
| Due to other funds for project funding      |                                     |                    |                    |                                  |                                  |                          |                        |
| 0002  | W LIBERTY PARKWAY/MILLER TS         | COMPLETED          | 733,327            | 41,805                           | 41,805                           | 0                        | 6%                     |
| 0003  | FONTANA SRTS GAP CLOSURE            | 2025               | 4,593,414          | 45,912                           | 45,912                           | 0                        | 1%                     |
| 0039  | CITRUS AVE WIDENING AT SR-210       | 2027               | 620,000            | 199,020                          | 61,563                           | 137,457                  | 32%                    |
| 0042  | WESTGATE AT CHERRY AND VICTORIA AVE | 2026               | 18,900,000         | 1,251,900                        | 4,987                            | 1,246,913                | 7%                     |
| 3058  | I-10 CEDAR INTERCHANGE              | 2026               | 4,109,655          | 4,109,655                        | 736,646                          | 3,373,009                | 100%                   |
| 3087  | I-10/CHERRY INTERCHANGE             | COMPLETED          | 9,920,301          | 9,553,068                        | 9,553,068                        | 0                        | 96%                    |
| 3088  | I-10/CITRUS INTERCHANGE             | PENDING SBCTA      | 26,840,374         | 17,614,401                       | 16,395,578                       | 1,218,823                | 66%                    |
| 3281  | SIERRA: FOOTHILL-BASELINE ARTERIAL  | REC                | 21,272,264         | 6,852,882                        | 6,120,774                        | 732,108                  | 32%                    |
| 3333  | FOOTHILL: HEMLOCK-ALMERIA ARTERIAL  | 2030               | 23,438,990         | 1,357,830                        | 507,741                          | 850,089                  | 6%                     |
| 3339  | ALDER-LOCUST-RAMONA SRTS            | 2025               | 5,925,504          | 350,160                          | 314,670                          | 35,490                   | 6%                     |
| 3350  | ETIWANDA/SLOVER ARTERIAL            | 2026               | 13,147,629         | 3,146,196                        | 1,174,023                        | 1,972,173                | 24%                    |
| 3378  | SIERRA: SUMMIT TO I-15 ROW          | COMPLETED          | 261,483            | 83,936                           | 83,936                           | 0                        | 32%                    |
| 0063  | COURTPLACE                          | 2025               | 10,251,600         | 648,000                          | 47,946                           | 600,054                  | 6%                     |
| 3361  | CYPRESS STORM DRAIN                 | 2026               | 21,608,344         | 109,140                          | 2,086                            | 107,054                  | 1%                     |
| 3367  | ALDER MIDDLE SCHOOL S/W             | COMPLETED          | 3,770,889          | 97,144                           | 97,144                           | 0                        | 3%                     |
| 0054  | SANTA ANA & JUNIPER AVE TS          | 2026               | 910,000            | 279,270                          | 21,580                           | 257,690                  | 31%                    |
| <b>Fire Facility (631)</b>                  |                                     |                    |                    |                                  |                                  | <b>21,655,000</b>        |                        |
| Due to Bondholders                          |                                     |                    |                    |                                  |                                  | 21,655,000               |                        |

**City of Fontana  
Annual Report  
Development Impact Fees  
Fiscal Year Ended June 30, 2025**

Projects  
Government Code Section 66006(b)(1)(E)

| Project #                       | Project  | Project Completion | Total Project Cost | Budgeted Development Impact Fees | Expended Development Impact Fees | Pending DIF Expenditures | % From Dev Impact Fees |
|---------------------------------|--|--------------------|--------------------|----------------------------------|----------------------------------|--------------------------|------------------------|
| <b>Public Facilities (632)</b>  |  |                    |                    |                                  |                                  | <b>11,000,000</b>        |                        |
| 0067                            | Downtown West Parking Structure                          | 2026               | 26,500,000         | 11,000,000                       | -                                | 11,000,000               | 42%                    |
| <b>Median Landscaping (633)</b> |  |                    |                    |                                  |                                  | <b>1,622,603</b>         |                        |
| 0020                            | JURUPA AVE. LANDSCAPE MEDIAN                             | COMPLETED          | 5,707,843          | 4,207,260                        | 4,207,260                        | 0                        | 74%                    |
| 3361                            | CYPRESS STORM DRAIN                                      | 2026               | 21,608,344         | 1,900,000                        | 277,397                          | 1,622,603                | 9%                     |
| <b>Library Facility (634)</b>   |  |                    |                    |                                  |                                  | <b>0</b>                 |                        |
| Due to General Fund             |  |                    |                    |                                  |                                  | 0                        |                        |
| 0034                            | LEWIS LIBRARY WALL                                       | COMPLETED          | 200,528            | 200,528                          | 200,528                          | 0                        | 100%                   |
| <b>Park Development (635)</b>   |  |                    |                    |                                  |                                  | <b>5,044,457</b>         |                        |
| 0010                            | MCDERMOTT PARKING LOT                                    | 2027               | 520,000            | 520,000                          | 210                              | 519,790                  | 100%                   |
| 0045                            | MILLER PARK FENCE  | COMPLETED          | 733,635            | 733,635                          | 733,635                          | 0                        | 100%                   |
| 0058                            | MARTIN TUDOR PARK DESIGN                                 | 2026               | 50,000             | 50,000                           | 10,010                           | 39,990                   | 100%                   |
| 3345                            | SAN SEVAINE PH I   | 2026               | 19,052,110         | 6,500,000                        | 3,726,690                        | 2,773,310                | 34%                    |
| 0008                            | SOUTHRIDGE DOG PARK EAST                                 | 2025               | 690,000            | 690,000                          | 39,062                           | 650,938                  | 100%                   |
| 0009                            | SOUTHRIDGE DOG PARK WEST                                 | 2025               | 700,000            | 700,000                          | 39,693                           | 660,307                  | 100%                   |
| 4241                            | SPORTS PARK  | 2026               | 1,818,171          | 496                              | 375                              | 121                      | 0%                     |
| 0010                            | VETERAN'S DOG PARK                                       | 2030               | 100,000            | 100,000                          | 0                                | 100,000                  | 100%                   |
| 0071                            | M TUDOR ACTION PARK                                      | 2028               | 300,000            | 300,000                          | 0                                | 300,000                  | 100%                   |
| <b>Police Facilities (636)</b>  |  |                    |                    |                                  |                                  | <b>194,571</b>           |                        |
| 0021                            | PD FENCE ON SEVILLE AVE                                  | 2026               | 488,016            | 24,342                           | 24,342                           | 0                        | 5%                     |
| 2029                            | POL BUILDING IMPROVEMENTS                                | 2026               | 531,960            | 498,540                          | 303,969                          | 194,571                  | 94%                    |
| 4328                            | EOC POLICE LOBBY REMODEL                                 | 2026               | 2,308,590          | 278,696                          | 278,696                          | 0                        | 12%                    |
| <b>Affordable Housing (698)</b> |  |                    |                    |                                  |                                  | <b>771,168</b>           |                        |
| 0023                            | ALDEA LEGACY APTS  | 2026               | 6,277,012          | 3,427,000                        | 2,655,832                        | 771,168                  | 55%                    |
| <b>Sewer Connection (702)</b>   |  |                    |                    |                                  |                                  | <b>1,738,734</b>         |                        |
| Due to State                    |  |                    |                    |                                  |                                  | 1,584,134                |                        |
| 0063                            | Revolving loan for San Bernardino Trunk Sewer COURTPLACE | 2026               | 10,251,600         | 154,600                          | 0                                | 154,600                  | 2%                     |

**City of Fontana  
Annual Report  
Development Impact Fees  
Fiscal Year Ended June 30, 2025**

**Report of Findings  
(Government Code Section 66001(d))**

San Sevaine Flood Control – Fund 620

The purpose of the fee, the relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth in the City’s most recent Capital Improvement Plan for Fiscal Years 2023/2024 – 2029/2030, which is incorporated herein by reference. The San Sevaine Flood Control fee is a “pass-through” fee to the San Bernardino County Flood Control District (SBCFCD). The SBCFCD determines the project priorities and project expenditures and by agreement the SBCFCD will request a draw of funds on a project priority basis. Fees are currently being accumulated and are on reserve for these SBCFCD projects.

Upper Etiwanda Flood Control – Fund 621

The purpose of the fee, the relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth in the City’s most recent Capital Improvement Plan for Fiscal Years 2023/2024 – 2029/2030, which is incorporated herein by reference. The Upper Etiwanda Flood Control fee is a “pass-through” fee to the San Bernardino County Flood Control District (SBCFCD). The SBCFCD determines the project priorities and project expenditures and by agreement the SBCFCD will request a draw of funds on a project priority basis. Fees are currently being accumulated and are on reserve for these SBCFCD projects.

Storm Drainage – Fund 622

The purpose of the fee, the relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth in the City’s most recent Capital Improvement Plan for Fiscal Years 2023/2024 – 2029/2030, which is incorporated herein by reference.

Circulation Mitigation – Fund 630

The purpose of the fee, the relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth in the City’s most recent Capital Improvement Plan for Fiscal Years 2023/2024 – 2029/2030, which is incorporated herein by reference. Many of the projects funded with these fees are subject to a Measure I Agreement which identifies the City’s DIF share. In order to move projects forward, funds have been borrowed from other sources. All circulation mitigation fees collected are obligated to repay those other sources.

**City of Fontana  
Annual Report  
Development Impact Fees  
Fiscal Year Ended June 30, 2025**

**Report of Findings  
(Government Code Section 66001(d))**

Fire Facility – Fund 631

The purpose of the fee, the relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth in the City’s most recent Capital Improvement Plan for Fiscal Years 2023/2024 – 2029/2030, which is incorporated herein by reference. In order to fund the construction of Fire Station No. 71, the Fontana Public Financing Authority issued Taxable Recovery Zone Economic Development Bonds on December 8, 2010, in the amount of \$5,420,000. These bonds were refinanced in November 2021 through the issuance of the City’s 2021A Lease Revenue Bonds in the amount of \$23,125,000 which will also fund Fire Stations No. 80 and 81 as well as the Fire Protection District Training Facility. Bond debt service for Fiscal Year 2024/25 is \$1,381,300. Fire facility fees as available will be used to service this debt obligation, with any shortfall to be paid by the Fontana Fire Protection District.

Public Facilities – Fund 632

The purpose of the fee, the relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth in the City’s most recent Capital Improvement Plan for Fiscal Years 2023/2024 – 2029/2030, which is incorporated herein by reference.

Median Landscaping – Fund 633

The purpose of the fee, the relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth in the City’s most recent Capital Improvement Plan for Fiscal Years 2023/2024 – 2029/2030, which is incorporated herein by reference.

Library Facility – Fund 634

The purpose of the fee, the relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth in the City’s most recent Capital Improvement Plan for Fiscal Years 2023/2024 – 2029/2030, which is incorporated herein by reference.

Park Development – Fund 635

The purpose of the fee, the relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth in the City’s most recent Capital Improvement Plan for Fiscal Years 2023/2024 – 2029/2030, which is incorporated herein by reference.

**City of Fontana  
Annual Report  
Development Impact Fees  
Fiscal Year Ended June 30, 2025**

**Report of Findings**  
(Government Code Section 66001(d))

Police Facilities – Fund 636

The purpose of the fee, the relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth in the City's most recent Capital Improvement Plan for Fiscal Years 2023/2024 – 2029/2030, which is incorporated herein by reference.

Affordable Housing – Fund 698

The purpose of the fee, the relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth in the City's most recent Capital Improvement Plan for Fiscal Years 2023/2024 – 2029/2030, which is incorporated herein by reference.

Sewer Connection – Fund 702

The purpose of the fee, the relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth in the City's most recent Capital Improvement Plan for Fiscal Years 2023/2024 – 2029/2030, which is incorporated herein by reference. In order to fund the San Bernardino Trunk Sewer project, \$8,322,304 was borrowed from the State Revolving Loan Fund. The loan repayment is equal to \$502,241 per year. Sewer connection fees are obligated for one-half of this annual repayment amount.



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 25-0690

**Agenda #:** T.

**Agenda Date:** 12/9/2025

**Category:** Consent Calendar

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**FROM:**

Development Services

**SUBJECT:**

Approve and award a Professional Services Agreement to Soundbox Group

**RECOMMENDATION:**

1. Award and authorize the City Manager to enter into a Professional Services Agreement with Issiah Avila dba Soundbox Group, LLC in the amount of \$120,000.00 to provide consulting services for downtown economic development, with a specific focus on Stage Red marketing and promotion.
2. Approve the Non-Competitive Proposal purchase under the Purchasing Policies 3.1.5 for Single Source/Sole Source method.
3. Approve and Authorize the City Manager, or City Manager's designee, to execute any future amendments required for the operation of Stage Red.

**COUNCIL GOALS:**

- Promote economic development by pursuing business attraction, retention, and expansion.
- Promote economic development by being business friendly at all levels and striving to constantly improve the city's competitiveness.
- Practice sound fiscal management by living within our means while investing in the future.
- Concentrate on Inter-governmental relations by establishing partnerships and positive working relationships with other public agencies providing services to residents and local businesses.

**DISCUSSION:**

The City of Fontana has undertaken an expansive and comprehensive revitalization of Downtown Fontana. A primary component of this revitalization effort will be creating an entertainment district as a draw for consumers to enjoy as they discover the new downtown area. Stage Red is the keystone to the creation of this new entertainment district for the city.

On April 30, 2024, the City entered into an agreement for the management and operation of Stage Red with ASM Global. To increase programming at Stage Red, ASM entered into a short-term contract with Issiah Avila, the second district's own grammy award winning music producer.

The city seeks to enter into a 12-month contract where Soundbox will assume greater responsibility,

managing most aspects of Stage Red future bookings and marketing programs, including:

- Leading the coordination of fulfilling backline needs to minimize rental costs.
- Manage potential bookings, including assisting in vetting promoters and prospective artists or events.
- Develop consistent messaging on social media platforms, focusing on content that will appeal to the predominant Inland Empire demographic profile.
- Elevating the brand of stage red, developing story boards and messaging that will appeal to event goers and artists.
- Manage talent outreach to help secure consistent venue programming to meet the venue's goal of staging at least three events per week.
- Manage talent selection, focusing specifically on catering to bookings that align with the market & demographic profile of the Inland Empire.
- Advise on programs to create strategic initiatives, partnerships, and other collaborative efforts to drive additional revenue and specialty entertainment options to the downtown area.
- Review current equipment and provide advice on potential modifications that maybe needed to highlight specific aspects of performers.

The City, consultant, and artist's promoters, will collaborate on the booking and marketing of specific entertainment events. ASM will continue to perform all operational management of Stage Red.

**FISCAL IMPACT:**

The fiscal impact associated with the approval of this agreement is \$120,000 in org 72030100.8130 and supplemented by grants when possible. The agreement is not budged in FY 2025-2026 but will be offset by salary savings of the vacant Economic Development Analyst position. All necessary budget adjustments will be included in the next quarterly budget report.

**MOTION:**

Approve staff recommendation.

**CITY OF FONTANA  
PROFESSIONAL SERVICES AGREEMENT  
DS-26-71-MS**

This Agreement is made and entered into as of December 9, 2025 by and between the City of Fontana, a public agency organized and operating under the laws of the State of California with its principal place of business at 8353 Sierra Avenue, Fontana, California 92335 (“City”), and Soundbox Group, LLC, a limited liability company with its principal place of business at 7532 Oakford Court, Rancho Cucamonga, CA 91739 (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**RECITALS**

A. City is a public agency of the State of California and is in need of professional services for the following project:

Downtown Economic Development and Stage Red Marketing and Promotion Services for (hereinafter referred to as “the Project”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit “A.”

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit “B.”

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$120,000.00 [**One Hundred Twenty Thousand Dollars and No Cents**]. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a

statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term.

The term of this Agreement shall be from December 9, 2025 to December 8, 2026, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage

(9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

|                              |   |
|------------------------------|---|
| Commercial General Liability | \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage |
| Automobile Liability         | \$1,000,000 combined single limit   |
| Employer's Liability         | \$1,000,000 per accident or disease   |
| Professional Liability       | \$1,000,000 per claim and aggregate (errors and omissions)  |

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General

Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, 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 Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

## 12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

## 13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total

compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Reserved.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Bernardino, State of California.

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign Issiah Avila as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:  
City of Fontana  
8353 Sierra Avenue  
Fontana, California 92335  
Attn: Phillip Burum

CONSULTANT:  
Soundbox Group, LLC  
7532 Oakford Court  
Rancho Cucamonga, CA 91739  
Attn: Issiah Avila

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT**

**CITY OF FONTANA**

**SOUNDBOX GROUP, LLC**

By: \_\_\_\_\_  
Matthew C. Ballantyne  
City Manager

By: \_\_\_\_\_  
Issiah Avila

*Attest:*

By: \_\_\_\_\_  
Germaine McClellan Key  
City Clerk

*Approved as to form:*

\_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

By: \_\_\_\_\_  
Phillip Burum  
Deputy City Manager

**IN COMPLIANCE WITH CONTRACT INSURANCE REQUIREMENTS**

By: \_\_\_\_\_  
Rakesha L. Voss  
Human Resources & Risk Management Director

**IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES**

\_\_\_\_\_  
Jessica Brown  
Chief Financial Officer

\_\_\_\_\_  
Sid Lambert  
Purchasing Manager

EXHIBIT A  
Scope of Services



**FONTANA**  
CALIFORNIA

**CITY OF FONTANA  
NON-COMPETITIVE SOURCE SELECTION JUSTIFICATION**

|                           |                     |                       |    |                   |               |                      |               |
|---------------------------|---------------------|-----------------------|----|-------------------|---------------|----------------------|---------------|
| <b>Contract/Req. No.:</b> | DS-26-71-MS         | <b>Amendment No.:</b> |    | <b>Requestor:</b> | Phillip Burum | <b>Date:</b>         | 11/25/25      |
| <b>Pre-Tax Amount:</b>    | \$                  | <b>Tax:</b>           | \$ | <b>Freight:</b>   | \$            | <b>Total Amount:</b> | \$ 120,000.00 |
| <b>Vendor Name:</b>       | Soundbox Group, LLC |                       |    |                   |               |                      |               |

**FUNDING SOURCE AND AUTHORIZATION (check as applicable)**

|   |  |                          |                               |                                     |                                |                          |                       |                                     |
|---|--|--------------------------|-------------------------------|-------------------------------------|--------------------------------|--------------------------|-----------------------|-------------------------------------|
| <b>City Resources</b>                   | <input checked="" type="checkbox"/>        | <b>Gov't Grant</b>       | <input type="checkbox"/>      | <b>Other</b>                        | <input type="checkbox"/>       |                          |                       |                                     |
| <b>Certifications:</b>                  | <b>Debarment<sup>4</sup></b>               | <input type="checkbox"/> | <b>Anti-Lobby<sup>5</sup></b> | <input type="checkbox"/>            | <b>Certificate(s) Attached</b> | <input type="checkbox"/> | <b>Not Applicable</b> | <input checked="" type="checkbox"/> |
| <b>Fund:</b>                            | 702  |                          |                               | <b>Object Code:</b>                 | 70230100-8130                  |                          |                       |                                     |
| <b>Equipment Screening<sup>6</sup>:</b> | <b>Yes</b>                                 | <input type="checkbox"/> | <b>Not Applicable</b>         | <input checked="" type="checkbox"/> | <b>Title Vests: -</b>          |                          |                       |                                     |
| <b>Purchase Description:</b>            | Stage Red Marketing and Promotion Services |                          |                               |                                     |                                |                          |                       |                                     |

1. Source Selection - Competition is impracticable (Check appropriate box):

- UNAVAILABLE FROM ANY OTHER SOURCE.** No competitive advantage would be gained from competitive pricing, such as when equipment, goods, materials, supplies, personal property, or services are unique and are only available from one source. (Explain below. Include all contacts made to verify the sole source or single source situation.)
- COOPERATIVE PURCHASING AGREEMENT.** This product or service required is being purchased under a cooperative purchasing agreement. (Explain below).
- SAME PRICE PURCHASED BY ANOTHER PUBLIC AGENCY.** The product or service required was awarded a bid by another public agency that has purchasing procedures substantially similar to those that the city would have been required to use, and the vendor offers the same price(s) to the city that it offered to the other agency.
- EMERGENCY.** This product or service required is due to an emergency, determined by the City Manager, which could not have been anticipated and critical need precludes any form of competition. (Purchases more than \$100,000 must be presented at the next regular City Council Meeting for ratification by the City Council. Please attach supporting documentation and approval from City Manager).
- OTHER REASON(S).** (Explain below).

Detail information to support above justification(s):

**Per Purchasing Policies and Procedures Manual 3.1.5 Non-Competitive Proposal - Single Source for Unique Services**

<sup>4</sup> Applies to purchases under a Federal Grant equal to or more than \$25,000  
<sup>5</sup> Applies to purchases under a Federal Grant equal to or more than \$100,000  
<sup>6</sup> Applies to equipment purchases under a Federal Grant equal to or more than \$5,000

2. Price/Cost Analysis (ONLY APPLICABLE TO PURCHASES/CONTRACTS THAT EXCEED \$100,000):

The action taken in verifying price reasonableness is indicated below. Identify the method(s) listed below used to verify price reasonableness. Check one or more paragraphs below as applicable.

- Current price schedule (verifiable catalogue, published price list, etc.)  
Schedule Name/No.: \_\_\_\_\_ Unit Price: \$ \_\_\_\_\_  
Supplier Contact: \_\_\_\_\_ Date of Schedule: \_\_\_\_\_
- Previous purchase.  
Supplier: \_\_\_\_\_ Unit Price: \_\_\_\_\_  
PO No.: \_\_\_\_\_ PO Date: \_\_\_\_\_
- Similar item in related industry.  
Price Source: \_\_\_\_\_ Unit Price: \_\_\_\_\_  
Supplier: \_\_\_\_\_ Date: \_\_\_\_\_
- Any other Reasonable basis:

3. Small Business' Solicited (Federally Funded Procurements Only)

- Document whether Small Business, HUBZone Small Business, Small Disadvantaged Business, Women Owned Small Business or Service Disabled Veterans Owned Business or Veterans of Vietnam Era Owned Business concerns were solicited and, if not, why not.
  - Applicable Businesses' referenced above were solicited.
  - No Applicable Businesses referenced above were solicited because

-----Attach additional sheets as needed-----



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 25-0692  
**Agenda #:** U.

**Agenda Date:** 12/9/2025  
**Category:** Consent Calendar

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**FROM:**  
Engineering

**SUBJECT:**  
Approve a Task Order for Traffic Engineering Staff Augmentation Services for Traffic Engineering and Land Development Support with TKE Engineering, Inc.

**RECOMMENDATION:**

1. Approve and authorize the City Manager to execute a Task Order in a not-to-exceed amount of \$350,000.00 for Traffic Engineering Staff Augmentation services for Traffic Engineering and Land Development Support (DE-24-195-SQ) with TKE Engineering, Inc.
2. Approve and authorize the City Manager to execute future Task Order Amendments not exceeding \$50,000.00.

**COUNCIL GOALS:**

- To promote economic development by establishing a quick, consistent development process.
- To promote economic development by being business friendly at all levels and striving to constantly improve the city's competitiveness.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by focusing on relief of traffic congestion.

**DISCUSSION:**

On June 25, 2024, the City Council approved the Pre-Qualified Firms List to provide professional engineering services and authorized the City Manager to execute a Master Agreement with selected firms on an as-needed basis for a period of five (5) years from approval. Subsequently, the City and TKE Engineering, Inc. entered into a Master Agreement that included support for Land Development and Project Management.

Due to the high volume of Land Development-related traffic study reviews, environmental document reviews, traffic control plan checks, signing and striping plan checks, and coordination requests, a request for a not-to-exceed amount of \$350,000 is requested to provide staff augmentation support in order to provide timely plan checks and review services.

**FISCAL IMPACT:**

The fiscal impact associated with the approval of this item is an increase in expenditures of

\$350,000.00 and is included in the FY 2025/26 current budget in General Fund 101, account 10137505-8130.

**MOTION:**

Approve staff recommendation.

**CITY OF FONTANA  
ON-CALL PROFESSIONAL SERVICES AGREEMENT  
DE-24-195-SQ**

This Agreement is made and entered into as of September 4, 2024 by and between the City of Fontana (“City”), and **TKE Engineering, Inc.**, a CORPORATION with its principal place of business at **2305 Chicago Avenue Riverside, CA 92507** (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**RECITALS**

A. City is a public agency of the State of California and is in need of professional services for the following service:

**On Call Engineering Services  
Project Management, Construction Management, Design Engineering, Survey, Land  
Development Improvement Plan Checking, Land Development Drainage Study and Sewer  
Area Study.**

(hereinafter referred to as “the Services”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services on the Project. Consultant desires to perform and assume responsibility for the provision of certain professional services required by City on the terms and conditions set forth in this Agreement and in the task order(s) to be issued pursuant to this Agreement (“Task Order”).

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit “A.” The services shall be more particularly described in the individual Task Order issued by the City or its designee. **No services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit “C”.**

2. Compensation.

a. Consultant shall receive compensation, including authorized reimbursements, for all services rendered under this Agreement at the rates set forth in the Schedule of Charges attached hereto as Exhibit “B” and incorporated herein by this reference. The maximum compensation for services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order.

b. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days

of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Time of Performance.

The term of this Agreement shall expire on **June 30, 2029**, unless earlier terminated as provided herein. Consultant shall complete the services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Task Order issued by the City. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability

- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts

indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

|                              | <u>Combined Single Limit</u>  |
|------------------------------|---|
| Commercial General Liability | \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage |
| Automobile Liability         | \$1,000,000 combined single limit   |
| Employer's Liability         | \$1,000,000 per accident or disease   |
| Professional Liability       | \$1,000,000 per claim and aggregate (errors and omissions)  |

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, 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 Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project, any Task Order or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent

jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Reserved.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Bernardino, State of California.

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign **Michael P. Thornton** The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Services described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, or email addressed to:

City of Fontana  
8353 Sierra Avenue  
Fontana, California 92335  
Attn: Sid Lambert, Purchasing Office  
slambert@fontanaca.gov

TKE Engineering, Inc.  
2305 Chicago Avenue  
Riverside, CA 92507  
Attn: Michael P. Thornton  
mthornton@tkeengineering.com

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR ON-CALL PROFESSIONAL SERVICES AGREEMENT**

**CITY OF FONTANA**

**TKE Engineering, Inc.**

By: Matthew C. Ballantyne  
Matthew C. Ballantyne  
City Manager

By: Michael Thornton  
Michael Thornton  
President

Attest:

By: Germaine McClellan Key  
Germaine McClellan Key  
City Clerk

Approved as to form:

Ruben Duran  
Best Best & Krieger LLP  
City Attorney

By: Phillip Burum  
Phillip Burum  
Deputy City Manager

JK By: Gia Kim  
Gia Kim  
Public Works Director / City Engineer

**IN COMPLIANCE WITH CONTRACT INSURANCE REQUIREMENTS**

SM By: Rakesha L. Voss  
Rakesha L. Voss  
Human Resources & Risk Management Director

**IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES**

Jessica Brown  
Jessica Brown  
Chief Financial Officer

Sid Lambert  
Sid Lambert  
Purchasing Manager

## EXHIBIT B

### Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

*\*Rates subject to annual increase*



T K E E N G I N E E R I N G , I N C .

May 14, 2024

Mr. Sid Lambert  
Purchasing Office  
**CITY OF FONTANA**  
8353 Sierra Avenue  
Fontana, CA 92335

**SUBJECT: Pricing Proposal for No. DE-24-195-SQ - On-Call Engineering Services**

Dear Mr. Lambert,

Please find TKE's pricing (rate schedule) for On-Call Engineering Services for the following service areas:

**A. Department of Public Works/ Engineering- Capital Improvement Program**

1. Project Management
2. Construction Management
3. Design Engineering
4. Inspection
5. Survey
6. Grant and Funding Administration

**B. Department of Public Works/ Engineering- Land Development**

1. Land Development Improvement Plan Checking
2. Land Development Map Checking
3. Land Development Drainage Study and Sewer Area Study

**C. Development of Public works/ Engineering- Traffic**

1. Traffic Studies, Reports, Design Plan, and Related Environmental Documents Preparation and Review
2. Comprehensive Transportation Planning and Design Support
3. Traffic Signal Design and Operation Support

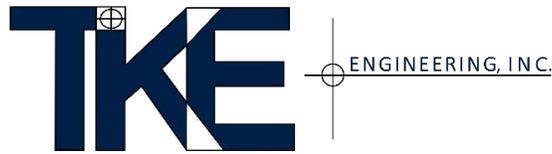
TKE rates apply to all service areas. Overtime rates are not applicable. Additional billing requirements are presented on the Rate Schedule – titled Reimbursable Costs. Although travel related expenses are not anticipated, any such costs are included in the TKE's hourly rates. Since no specific project is included with these qualifications, TKE acknowledges that the City will negotiate a project fee on a per project basis.

Thank you for your consideration. If you have any questions, please contact me at (951) 680-0440 and or e-mail me at [mthornton@tkeengineering.com](mailto:mthornton@tkeengineering.com).

Sincerely,

A handwritten signature in blue ink, appearing to read 'mthornton', is written over a light blue horizontal line.

Michael Thornton, P.E., P.L.S., M.S.  
President



# RATE SCHEDULE 2024- 2025

|  | <b><u>HOURLY<br/>RATE</u></b> |
|--|-------------------------------|
| Principal in Charge .....                                      | \$180.00                      |
| Project Manager/Construction Manager/Licensed Surveyor .....   | \$170.00                      |
| Traffic Engineer (TE).....                                     | \$160.00                      |
| Senior Engineer/Project Engineer (PE)/Senior Plan Checker..... | \$160.00                      |
| Assistant Project Manager/Associate Engineer .....             | \$150.00                      |
| Assistant Engineer/Plan Checker/Designer .....                 | \$140.00                      |
| AutoCAD Technician.....  | \$130.00                      |
| Engineering Technician.....                                    | \$100.00                      |
| Clerical .....   | \$ 90.00                      |
| Forensic Engineering .....                                     | \$275.00                      |
| Expert Witness Testimony .....                                 | \$375.00                      |

**SURVEYING SERVICES**

|  |           |
|--|-----------|
| 2-Man Survey Crew (Prevailing Wage)..... | \$250.00* |
|--|-----------|

**CONSTRUCTION SERVICES**

|   |           |
|---|-----------|
| Senior Construction Inspector (Prevailing Wage) ..... | \$130.00* |
| Construction Inspector (Prevailing Wage) .....        | \$120.00* |

**REIMBURSABLE COSTS**

|  |            |
|--|------------|
| In-house Reproduction .....              | Cost       |
| Printing and Materials .....             | Cost + 10% |
| Express Mail/Courier/Next Day Service .. | Cost + 10% |
| Special Subconsultant Services ...       | Cost + 10% |

\* Will adjust annually in accordance with prevailing wage adjustments as instituted by the Division of Industrial Relations.

EXHIBIT C  
**STANDARD TASK ORDER FORM**



|                          |                             |
|--------------------------|-----------------------------|
| <b>Consultant:</b>       | <b>Task Order #:</b>        |
| <b>Date:</b>             | <b>Contract No.:</b>        |
| <b>Proposal Bid No.:</b> | <b>Budget No.:</b>          |
|                          | <b>Task / Project Name:</b> |

**Description of Services:**

Estimated Start Date:

Estimated End Date

**Dollar Amount of Task Order:** Not to exceed \$

Scope of Work, Deliverables, Project Milestones, Schedule of Services: See Exhibit(s)

Note: Consultant will be required to commence work within five days of receiving a fully executed Task Order.

**CITY OF FONTANA**

**CONSULTANT**

By: \_\_\_\_\_  
City Manager  
(Required if Over \$20,000)

By: \_\_\_\_\_

By: \_\_\_\_\_  
Public Works Director / City Engineering

**IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES**

\_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Purchasing Manager



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 25-0695

**Agenda #:** V.

**Agenda Date:** 12/9/2025

**Category:** Consent Calendar

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**FROM:**

City Clerk

**SUBJECT:**

Approval of a Purchase Order with Complete Paperless Solutions for Digitization of Microfiche Building Permit Records

**RECOMMENDATION:**

1. Authorize the Purchasing Division to utilize the RFP 2024-16 contract awarded by the City of Menifee for document scanning services per Purchasing Policies and Procedure Manual 3.1.5 Non-Competitive Proposal; and
2. Approve a Purchase Order with Complete Paperless Solutions in the amount of \$155,000 for the digitization and conversion of approximately 55,000 microfiche building permit records; and
3. Authorize the City Manager, or designee, to execute all related documents and take any actions necessary to carry out the intent of this approval.

**COUNCIL GOALS:**

- Operate in a businesslike manner by improving services through the effective use of technology.

**DISCUSSION:**

The City maintains thousands of historical building permits stored on microfiche, along with film and paper records housed in multiple cabinets throughout City facilities. Many of the microfiche cards are aging and deteriorating, and the equipment required to read them is outdated and difficult to maintain. These challenges make it increasingly difficult for staff to access essential permit information while also posing long-term preservation risks.

Digitizing these approximately 55,000 microfiche records will ensure they are preserved and easily searchable within the City's Laserfiche repository. The City has used Laserfiche for several years, and it has proven to be an effective and reliable system for long-term records retention and access. Complete Paperless Solutions has extensive experience working with local government agencies and has successfully completed similar conversion projects. The City proposes to piggyback on the City of Menifee's recently awarded RFP and contract with Complete Paperless Solutions, which was competitively bid and follows purchasing procedures consistent with the City's requirements. Digitizing the City's microfiche building permits is necessary to preserve deteriorating records and improve access through Laserfiche. Staff recommends approval of the Purchase Order with Complete Paperless Solutions for a total project cost of \$155,000.

**FISCAL IMPACT:**

The total fiscal impact for this purchase is \$155,000. Funding is included in the Fiscal Year 2025-2026 operating budget in Org# 10122000.8130.

**MOTION:**

Approve Staff Recommendation



**BY: Complete Paperless Solutions (CPS)**  
5130 E La Palms Ave. #206  
Anaheim, CA 92807

8/26/2025

Microfiche Scanning Services



## TECHNICAL APPROACH

All employees utilize security badges for access to the building which is also tracked and recorded. Our production imaging servers are air gapped and backed up daily only on an encrypted local drive which is purged in accordance with DoD Standard (DoD 5220.22-M) upon project completion. Our key employees are background verified, HIPPA Trained, CA Live Scanned, and CLETS Certified. (California Law Enforcement). Security, experience, and adherence to procedure is what makes our service offer unique. We bear sole and complete responsibility for all work we execute.

Below is our procedure for tracking inventory once documents/boxes are picked up from a client's location.

**Record Transfer Preparation** – All boxes will have a Tamper Security Seal to ensure privacy immediately upon pickup. All boxes will be inventoried by folder and series within each box, provide a barcode label, and finalize the box count prior to departing.

**Document Control and Manifest Creation** – We use a specialized application to not only track all records, but we have a very stringent methodology policy we adhere to internally as well making sure all procedures are followed every step of the way. Tracking reports are generated to include all of the information pertaining to the job. The use of tamperproof seals provides an extra layer of security to keep your data safe.

**Secure Record Transfer Service** – All pickups and deliveries will be performed by at least 2 staff which have gone through a background check as well. In order to keep the chain of custody, delivery and pickup scenarios will not make any extra stops while transit with a client's data. If any issue arises with transport, a secondary team is on standby to assist right away.

**Storage Center when Receiving** – Our procedure is to have all boxes coming in to be counted and verified 2 times. Utilizing barcodes and our 2-person process ensures quality as soon as client data arrives. Any damage or discrepancies will be reported immediately and addressed immediately.

**Chain of Custody Verification** – Once the data is received, another check is done on all seals of the boxes. Once security seals are removed, we verify contents again. If at any time any security issues happen to arise, clients will be notified immediately.

**Audit Tracking & Quality Control Reporting** – Every employee is mandated to enter all quality control, monitoring, and progress into our tracking system. Reporting is constantly being done to ensure job is on track.

All scanning is done with an operator standing next to the scanner to make sure all pages are scanned accurately and to check for double feed errors. The scanners are capable of scanning Bi-Tonal Black and White, 255 Gray Scale, Full 24-bit Color. Scanner software can output the image to all major file formats. Kofax VRS Image Enhancement Software is utilized to provide the optimal quality image - De-speckling, De-

skewing, image rotation, Background suppression, Adaptive threshold, Edge enhancement, and gray tone filtering. Scanner Technicians live monitor the size, resolution and format of each document scanned using the tags/markers placed by the Document Preparation team. The files are always processed together to ensure the documents remain in the same order. Standard documents will be scanned in PDF, bi-tonal (black and White) at 300 dpi, large format documents at 300 dpi, and for documents that have been reduced, 400 dpi. Documents containing color will! Be scanned in color at 200 dpi or 300dpi, using lossless compression .JPG file formatting. Our process of creating PDF images, other file types, and indexing is as follows.

**Document Preparation** – Scanning sample boxes are an effective way to find out certain details of the specific job. These samples will determine the most accurate and efficient method to prepare the folder to be scanned. All staff will be trained in the job specific details and are assigned one single box at a time. Items prepared prior to scanning including removing paperclips/staples, unfolding, utilizing copier technology to maximize scan quality, combine small documents and attached images, and anything we are not 100% clear on, we will place on the side and address with the client to ensure accuracy. If required, we are able to reassemble all data just as we picked it up with the exclusion of staples and paper clips.

**Quality Assurance Document Preparation Verification** – Our data sheets are updated in real time and if any problem is found, the document is sent back for reprocessing. The tracking report is updated once again, and the corrected data moves on to the next stage.

**Scanning High Resolution Digital Imaging** – Only the best technology available is used to provide the best outcome of a quality image. Scanning staff will be monitoring each image to ensure image is scanned correctly and no pages are double fed. The utilization of Kofax VRS Software allows for additional cleaning to be done such as de-speckle, de-skew, image rotation, background suppression, edge enhancement, gray tone filtering, blank page removal, and much more if need be.

**Quality Assurance Image Quality** – One of the most important parts of this process is having a human being review documents for accuracy and not solely rely on software and technology. Image quality is checked at multiple levels to ensure all images are acceptable and do not need to be reprocessed.

**Indexing Verification** – Staff are trained to manually index one image at a time per box to ensure accuracy every step of the way. Protocols and additional software is in place to make sure indexing errors do not occur such as misspelling or double keying entries.

**Quality Assurance Indexing** – Taking this process to the next level, we will compare the indexed data with the re-keyed data. If any mismatches are found, they are sent back and reprocessed until it is matched. Data validation is performed utilizing character mix, date ranges, quantity ranges, including database lookups as well.

**File Transfer and Upload** – Once documents are ready for transfer/upload, data will be transferred to a file server with your encrypted data. From there instant access is available via VPN to search your data to view images and indexes, along with being able to start internal quality control as well. If encrypted hard drive is preferred, this exists as an alternative as well.

**Return and Delivery of Completed Job** – Once all files have been reviewed and cleared for approval, data will be repacked, and security labels placed once again. Delivery procedures are followed exactly how our pick-up procedure is, which is listed above with the focus on reliability and security.

## HOURLY FEE/PRICING

| File Type                   | Price per unit | Estimated Volume | Total               |
|-----------------------------|----------------|------------------|---------------------|
| Microfiche Permits          | \$2.80         | 55,000           | \$154,000.00        |
| <b>Subtotal</b>             |                |                  | <b>\$154,000.00</b> |
| <b>Box Pickup/Delivery</b>  |                |                  | <b>\$150.00</b>     |
| <b>Laserfiche Ingestion</b> |                |                  | <b>\$900.00</b>     |
| <b>Grand Total</b>          |                |                  | <b>\$155,050.00</b> |

Document Prep (if any): \$25/hour will be applied if boxes are handed to us and we need to remove mass amounts of staples, post it notes, paper clips, cropping, etc.

Data Entry/Indexing: \$25/hour if additional indexing is required above and beyond file name and 2 index fields.

Pick up/delivery: \$150 pickup fee with free delivery of documents when returned.

Laserfiche Ingestion: \$900 for each upload which we upload all scanned images into the Laserfiche repository.

## CITY OF MENIFEE

### PROFESSIONAL SERVICES AGREEMENT

#### DOCUMENT SCANNING, INDEXING, AND QUALITY CONTROL SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and effective this 18 day of September, 2024 (“Effective Date”) by and between the CITY OF MENIFEE, a California municipal corporation, (“City”) and **COMPLETE PAPERLESS SOLUTION, LLC**, a Limited Liability Company (LLC) (“Consultant”). City and Consultant may sometimes herein be referred to individually as a “Party” and collectively as the “Parties.”

#### SECTION 1. SERVICES.

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Services, attached hereto as Exhibit A and incorporated herein by this reference (the “Services”). Consultant will perform subsequent task orders as requested by the Contract Administrator (as defined below), in accordance with the Scope of Services. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on **September 18, 2024** and shall end on **June 30, 2026** (“Initial Term”). Upon termination of the Initial Term, this Agreement shall automatically renew for one (1) additional one (1) year term (“First Renewal Term”). Upon termination of the First Renewal Term, if it occurs, this Agreement shall automatically renew for one (1) additional one (1) year term (“Second Renewal Term”). Upon termination of the Second Renewal Term, if it occurs, this Agreement shall automatically renew for one (1) additional one (1) year term (“Third Renewal Term”). None of the renewal terms provided hereunder shall occur if the term of this Agreement is otherwise terminated or extended as provided for in Section 8. The word “term” shall refer to the Initial Term and any renewal term which actually occurs. The time provided to Consultant to complete the Services required by this Agreement shall not affect City’s right to terminate this Agreement.

1.2 Standard of Performance. Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the Services contemplated herein and, in light of such status and experience, Consultant shall perform the Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and to the sole satisfaction of the Contract Administrator.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform the Services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of the Services pursuant to this Agreement as may be reasonably necessary to satisfy Consultant's obligations hereunder.

1.5 Authorization to Perform Services. Consultant is not authorized to perform any of the Services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

1.6 Warranty. By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the Services, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the Services.

1.7 Covid-19 Safety. If Consultant enters City property or meets in person with City employees during the performance of the Services, Consultant shall comply with all applicable emergency orders, directives, protocols, and best practices related to the COVID-19 pandemic, including, but not limited to: (A) wearing facial coverings, (B) maintaining adequate physical distancing when possible, (C) regular hand washing, and (D) regular hand sanitizing.

## **SECTION 2. COMPENSATION.**

City hereby agrees to pay Consultant a sum not to exceed **One Million Dollars and Zero Cents (\$1,000,000.00)** notwithstanding any contrary indications that may be contained in Consultant's proposal, for the Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay Consultant for the Services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for the Services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Consultant shall not bill City for duplicate services performed by more than one person. In no event shall the compensation paid during the term of this Agreement exceed the following amounts:

- a. Initial Term: **Four Hundred Thirty Thousand Dollars and Zero Cents (\$430,000.00)**
- b. First Renewal Term: **Two Hundred Thousand Dollars and Zero Cents (\$200,000.00)**
- c. Second Renewal Term: **One Hundred Ninety Thousand Dollars and Zero Cents (\$190,000.00)**
- d. Third Renewal Term: **One Hundred Eighty Thousand Dollars and Zero Cents (\$180,000.00)**

2.1 Invoices. Consultant shall submit invoices monthly during the term of this Agreement, based on the cost for the Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- a. Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;

- b. The beginning and ending dates of the billing period;
- c. A “Task Summary” containing the original contract amount, the amount of prior billings, the total due this period, the balance available under this Agreement, and the percentage of completion;
- d. At City’s option, for each item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person performing the Services, the hours spent by each person, a brief description of the Services, and each reimbursable expense;
- e. The total number of hours of work performed under this Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing the Services hereunder necessary to complete the Services described in Exhibit A;
- f. Receipts for expenses to be reimbursed;
- g. The Consultant Representative’s signature.

Invoices shall be submitted to:

City of Menifee  
Attn: Accounts Payable  
29844 Haun Road  
Menifee, CA 92586

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for the Services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Retention of Funds, Final Payment. Consultant hereby authorizes City to retain and deduct from any amount payable to Consultant not exceeding five percent (5%) of the total compensation. The retained funds shall be paid to Consultant within sixty (60) days after final acceptance of the Services by the City and after Consultant has furnished City with full release of all undisputed payments under this Agreement. In the event there are any claims specifically excluded by Consultant from the operation of the release, City may retain proceeds of up to one hundred fifty percent (150%) of the amount in dispute. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as provided in this Agreement. City shall pay the last five percent (5%) of the total amount due pursuant to this Agreement within sixty (60) days after completion of the Services and submittal to City of a final invoice, if all of the Services required have been satisfactorily performed.

2.4 Total Payment. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering the Services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entirety of the Services performed pursuant to this Agreement, unless this Agreement is modified in writing prior to the submission of such an invoice.

2.5 Hourly Fees. Fees for the Services performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule included with Exhibit A.

2.6 Reimbursable Expenses. Reimbursable expenses are included within the maximum amount of this Agreement.

2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.

2.8 Payment upon Termination. In the event that City or Consultant terminates this Agreement pursuant to Section 8, City shall compensate Consultant for all outstanding costs and reimbursable expenses incurred for Services satisfactorily completed and for reimbursable expenses as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs and reimbursable expenses incurred to that date.

### **SECTION 3. FACILITIES AND EQUIPMENT.**

Except as otherwise provided, Consultant shall, at its sole cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facility or equipment that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

### **SECTION 4. INSURANCE REQUIREMENTS.**

Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance listed below and provide certificates of insurance, indicating that Consultant has obtained or currently maintains insurance that meets the requirements of this Section and which is satisfactory, in all respects, to City. Consultant shall maintain the insurance policies required by this Section throughout the term of this Agreement. The cost of such insurance shall be included in Consultant's compensation. Consultant shall not allow any subcontractor, consultant or other agent to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant acknowledges the insurance policy must cover inter-insured suits between City and other insureds. Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant activities or the activities of any person or persons for which Consultant is otherwise responsible nor shall it limit Consultant's indemnification liabilities as provided in Section 5.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant pursuant to the provisions of the California Labor Code. Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident, ONE MILLION DOLLARS (\$1,000,000.00) disease per employee, and ONE MILLION DOLLARS (\$1,000,000.00) disease per policy. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against City and its officers, officials, employees, and authorized volunteers for loss arising from the Services performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

a. General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage, for risks associated with the Services contemplated by this Agreement, TWO MILLION DOLLARS (\$2,000,000.00) general aggregate, and TWO MILLION DOLLARS (\$2,000,000.00) products/completed operations aggregate. If a Commercial General Liability Insurance or an Automobile Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from the Services contemplated under this Agreement, including the use of hired, owned, and non-owned automobiles.

b. Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 Code 2, 8, and 9. No endorsement shall be attached limiting the coverage.

c. Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

(i) The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

(ii) Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

a. General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing the Services pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall be shown on the Certificate. If the deductible or self-insured retention exceeds TWENTY-FIVE THOUSAND DOLLARS (\$25,000), it must be approved in writing by City.

b. Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

(i) The retroactive date of the policy must be shown and must be no later than the commencement of the Services.

(ii) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after the expiration or termination of this Agreement or completion of the Services, so long as commercially available at reasonable rates.

(iii) If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the Effective Date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after the expiration or termination of this Agreement or the completion of the Services. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the Services under this Agreement. City shall have the right to exercise, at Consultant's sole cost and expense, any extended reporting provisions of the policy, if Consultant cancels or does not renew the coverage.

(iv) A copy of the claim reporting requirements must be submitted to City prior to the commencement of the Services under this Agreement.

4.4 All Policies Requirements.

a. Acceptability of Insurers. All insurance required by this Section is to be placed with insurers with a Bests' rating of no less than A:VII and admitted in California.

b. Verification of Coverage. Prior to beginning the Services under this Agreement, Consultant shall furnish City with certificates of insurance, additional insured endorsement or policy language granting additional insured status complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance must include the following reference: **DOCUMENT SCANNING, INDEXING, AND QUALITY CONTROL SERVICES.** The name and address for additional insured endorsements, certificates of insurance and notice of cancellation is: City of Menifee, 29844 Haun Road, Menifee, CA 92586. City must be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of Consultant.

c. Notice of Reduction in or Cancellation of Coverage. Consultant shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; or (3) the deductible or self insured retention is increased. In the event any of said policies of insurance are cancelled, Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 4 to the Contract Administrator.

d. Additional Insured; Primary Insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of the Services performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by Consultant in the course of providing the Services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers. The insurance provided to City as an additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by City. Additional insured status shall continue for one (1) year after the expiration or termination of this Agreement or completion of the Services.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to City and its officers, officials, employees, and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage.

e. Deductibles and Self-Insured Retentions. Consultant shall obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the Services.

During the term of this Agreement, only upon the prior express written authorization of the Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

f. Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

g. Variation. The Contract Administrator may, but is not required to, approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

4.5 Remedies. In addition to any other remedies at law or equity City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the

extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement;
- b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

## **SECTION 5. INDEMNIFICATION.**

5.1 Indemnification for Professional Liability. Where the law establishes a professional standard of care for performance of the Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and any and all of its officers, employees, officials, volunteers, and agents from and against any and all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action (whether in tort, contract, under statute, at law, in equity, or otherwise) charges, awards, assessments, fines, or penalties of any kind (including reasonable consultant and expert fees and expenses of investigation, costs of whatever kind and nature and, if Consultant fails to provide a defense for City, the legal costs of counsel retained by City) and any judgment (collectively, "Claims") to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees, or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

5.2 Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City, and any and all of its officers, employees, officials, volunteers, and agents from and against any and all Claims, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

5.3 Limitation of Indemnification for Design Professionals. Notwithstanding any provision of this Section 5 to the contrary, design professionals, as that term is defined in Civil Code Section 2782.8, are required to defend and indemnify City only to the extent permitted by Civil Code Section 2782.8. The term "design professional" as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code. This Subsection 5.3 shall only apply to Consultant if Consultant is a "design professional" as that term is defined in Civil Code Section 2782.8.

5.4 Limitation of Indemnification. The provisions of this Section 5 do not apply to claims occurring as a result of City's sole or active negligence. The provisions of this Section 5 shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officers, officials, employees, and agents acting in an official capacity.

## **SECTION 6. INDEPENDENT CONTRACTOR.**

At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of the Services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes the Services rendered pursuant to this Agreement. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall not at any time or in any manner represent that it is or any of its officers, employees, or agents are in any manner officers, officials, employees, or agents of City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. Except for the fees paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing the Services hereunder. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System ("PERS") as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

## **SECTION 7. LEGAL REQUIREMENTS.**

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractor shall comply with all applicable local, state, and federal laws and regulations applicable to the performance of the work hereunder. Consultant shall not hire or employ any person to perform work within City or allow any person to perform the Services required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States. Consultant acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. Consultant shall require the same of all subcontractors.

7.3 Prevailing Wages. Consultant acknowledges and agrees that it shall be independently responsible for reviewing the applicable prevailing wage laws and regulations and effectuating compliance with such laws where they apply to the Services, including, but not limited to the prevailing wage and related requirements set forth in this Subsection 7.3. Consultant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the

implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

a. Public Work. Consultant hereby expressly acknowledges and agrees that City has never previously affirmatively represented to Consultant, its employees or agents in writing or otherwise that the Services are not a “public work,” as defined in Section 1720 of the Labor Code. It is agreed by the Parties that, in connection with the development, construction (as defined by applicable law) and operation of the Services, including, without limitation, any public work (as defined by applicable law), if any, Consultant shall bear all risks of payment or non-payment of state and/or federal prevailing wages and/or the implementation of Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. To the extent applicable, City will enforce all penalties required by law for Consultant’s failure to pay prevailing wages.

b. Labor Code of California. The Consultant’s attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages); and Article 3 (Working Hours), thereof.

(i) In accordance with Sections 1773 and 1773.2 of the Labor Code, City has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those determined by the Director of Industrial Relations and available at <https://www.dir.ca.gov/OPRL/2022-1/PWD/Southern.html>. Copies of the prevailing rates of wages are maintained with City’s principal office and are available to any interested party on request. Consultant shall post a copy of the prevailing rate of per diem wages at each job site.

(ii) Consultant is aware of and will comply with the provisions of Labor Code Section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said Section. Pursuant to Labor Code Section 1771.4, Consultant must submit certified payroll records to the Labor Commissioner using the Department of Industrial Relations’ electronic certified payroll reporting (eCPR) system.

(iii) Pursuant to Labor Code Section 1810, it is stipulated hereby that eight (8) hours labor constitutes a legal day’s work hereunder.

(iv) Pursuant to Labor Code Section 1815, work performed by employees of contractors in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.

(v) Pursuant to Labor Code Section 1813, it is stipulated hereby that Consultant shall, as a penalty to City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by Consultant or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

(vi) Consultant is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to

Section 1777.5 it is hereby stipulated that Consultant will be responsible for obtaining compliance therewith on the part of any and all sub-consultants or subcontractors employed by Consultant in connection with this Agreement.

(vii) Pursuant to Labor Code Section 1775, it is hereby stipulated that Consultant shall, as a penalty to City, forfeit not more than two-hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for the Services by Consultant or any sub-consultant or subcontractor.

c. Bidding Eligibility. Pursuant to Labor Code Section 1771.1, no contractor or subcontractor (or consultant or subconsultant) may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations.

d. DIR Monitoring. Pursuant to Labor Code Section 1771.4, Consultant is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

e. Indemnification Related to Prevailing Wages. Section 5, Indemnification, specifically encompasses Claims arising from or related to (i) the noncompliance by Consultant or any party performing the Services of any applicable local, state, and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages and hire apprentices); (ii) the implementation of Labor Code Sections 1726 and 1781, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by Consultant or any party performing the Services to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

7.4 Licenses and Permits, Fees and Assessments. Consultant represents, warrants, and covenants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions, and perform the Services. Consultant represents, warrants, and covenants to City that Consultant and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions, and perform the Services. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant's performance of the Services, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed, or imposed against City hereunder.

7.5 Conflicts of Interest, Political Reform Act. Consultant represents, warrants, and covenants that Consultant presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement. Consultant further agrees that while this Agreement is in effect, Consultant shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Consultant's obligations and

responsibilities under this Agreement. Consultant acknowledges that pursuant to the provisions of the Political Reform Act (Government Code Section 87100 *et seq.*), City may determine the Consultant to be a “consultant” as that term is defined by 2 California Code of Regulations Section 18700.3. In the event City makes such a determination, Consultant agrees to complete and file a “Statement of Economic Interest” with the City Clerk to disclose such financial interests as required by City. In such event, Consultant further agrees to require any other person doing work under this Agreement to complete and file a “Statement of Economic Interest” to disclose such other person’s financial interests as required by City.

7.6 Annual Appropriation of Funding. In accord with Article 16 Section 18 of the California Constitution, payment of compensation under this Agreement is contingent upon annual appropriation of funds by City for that purpose. Consultant acknowledges and agrees that to the extent that the Services extend beyond one (1) fiscal year, payment for such Services is expressly conditioned on City’s annual appropriation of funds for such Services for each year. If no funds are appropriated then this Agreement shall be terminated. City pledges and agrees to process such appropriation requests annually and in good faith. Nothing in this Subsection shall be construed to limit the right of either Party to terminate this Agreement as provided herein.

## **SECTION 8. TERMINATION AND MODIFICATION.**

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

8.2 Termination by Consultant. Consultant may cancel this Agreement upon 30 days’ written notice to City.

8.3 Consequences of Termination. In the event of termination, Consultant shall be entitled to compensation for the Services performed up to the date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or City in connection with this Agreement.

8.4 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.5 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

8.6 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant’s unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this

Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in Consultant’s proposal, without prior written approval of the Contract Administrator. In the event that key personnel leave Consultant’s employ, Consultant shall notify City immediately.

8.7 Survival. All obligations arising prior to the expiration or termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the expiration or termination of this Agreement.

8.8 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all of the following:

- a. Immediately terminate this Agreement;
- b. Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- c. Retain a different consultant to complete the Services described in Exhibit A; and/or
- d. Charge Consultant the difference between the cost to complete the Services described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the Services.

**SECTION 9. KEEPING AND STATUS OF RECORDS.**

9.1 Records Created as Part of Consultant’s Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Consultant hereby agrees to deliver those documents to City upon the expiration or termination of this Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for City and are not necessarily suitable for any future or other use. Any use of such documents for other projects by City shall be without liability to Consultant. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports, and other documents are confidential and will not be released to third parties without prior written consent of both Parties unless required by law.

9.2 Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, rights of reproduction, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, test data, survey results, models, renderings, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, digital renderings, or data stored digitally, magnetically, or in any other medium, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents and Data”). Consultant shall require all subcontractors to agree in writing that City

is granted a non-exclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

9.3 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for the Services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

9.4 Inspection and Audit of Records. Any records or documents that Subsection 9.3 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

## **SECTION 10. MISCELLANEOUS PROVISIONS.**

10.1 Attorneys' Fees. If either Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and expenses including costs, in addition to any other relief to which that Party may be entitled; provided, however, that the attorneys' fees awarded pursuant to this Subsection shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing Party in the conduct of the litigation. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Applicable Law, Venue. The laws of the State of California shall govern this Agreement. In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in Riverside County.

10.3 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

10.4 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

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

10.6 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.7 Consultant Representative. All matters under this Agreement shall be handled for Consultant by **Jamie Dunn, VP of Sales** (“Consultant’s Representative”). The Consultant’s Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. The Consultant’s Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

10.8 City Contract Administration. This Agreement shall be administered by a City employee, **Edna Aguilar, Management Analyst** (“Contract Administrator”). All correspondence shall be directed to or through the Contract Administrator or his designee. The Contract Administrator shall have the power to act on behalf of City for all purposes under this Agreement. Unless otherwise provided in this Agreement, Consultant shall not accept direction or orders from any person other than the Contract Administrator or his designee.

10.9 Notices. Any written notice to Consultant shall be sent to:

COMPLETE PAPERLESS SOLUTION, LLC  
Attn: Jamie Dunn, VP of Sales  
5130 E. La Palma Ave #206  
Anaheim, CA 92807

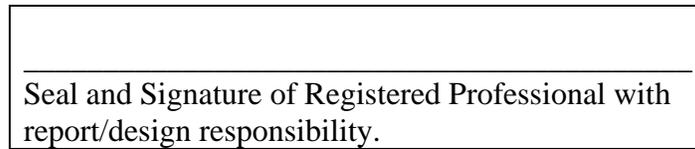
Any written notice to City shall be sent to the Contract Administrator at:

City of Menifee  
29844 Haun Road  
Menifee, CA 92586  
Attn: Edna Aguilar, Management Analyst

with a copy to:

City Clerk  
City of Menifee  
29844 Haun Road  
Menifee, CA 92586

10.10 Professional Seal. Where applicable in the determination of the Contract Administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled “Seal and Signature of Registered Professional with report/design responsibility,” as in the following example.



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

10.12 Integration. This Agreement, including the scope of services attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.14 Execution of Contract. The persons executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

10.15 Nondiscrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

10.16 No Third Party Beneficiaries. There are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.

10.17 Nonliability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which

may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

10.18 No Undue Influence. Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City shall receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement.

10.19 No Benefit to Arise to City Employees. No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for the Services to be performed under this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement as of the Effective Date.

**CITY OF MENIFEE**

**CONSULTANT**



Armando Villa, City Manager



Jamie Dunn, VP of Sales

Attest:



Stephanie Roseen, Acting City Clerk



Claude Schott, CFO

Approved as to Form:



Jeffrey T. Melching, City Attorney

[Note: 2 officer's signatures required if Consultant is a corporation, unless provided with a certificate of secretary in-lieu]

## EXHIBIT A

### SCOPE OF SERVICES

Services shall include **DOCUMENT SCANNING, INDEXING, AND QUALITY CONTROL SERVICES** in the amount not to exceed **One Million Dollars and Zero Cents (\$1,000,000.00)** as further detailed in the following page(s). In no event shall the compensation paid during the term of this Agreement exceed the following amounts:

Initial Term: **Four Hundred Thirty Thousand Dollars and Zero Cents (\$430,000.00)**

First Renewal Term: **Two Hundred Thousand Dollars and Zero Cents (\$200,000.00)**

Second Renewal Term: **One Hundred Ninety Thousand Dollars and Zero Cents (\$190,000.00)**

Third Renewal Term: **One Hundred Eighty Thousand Dollars and Zero Cents (\$180,000.00)**

EXHIBIT A.

## SCOPE OF WORK-

For the purposes of this Scope of Work, the terms “Consultant,” “Vendor,” and “Proposer” will all refer to Consultant.

The Consultant will be responsible for the following tasks:

Task 1 – Comprehensive Document Scanning & Indexing Services

Some of the file types to be scanned will consist of, but are not limited to:

- Building Plans
- Planning Cases and Project Files
- Engineering Plans and Project Files
- Capital Improvement Projects
- Specialized Studies and Reports
- Plan Rolls, Folded Maps and Mylar Maps
- Agreements and Bid Documents

File types may contain flat and folded documents of varying sizes and plan rolls will vary in size from under an inch to 12” or more in diameter. Proposers may assume all paper records are in satisfactory condition. Letter, legal and ledger-sized documents are primarily printed on standard white office paper (approximately 20 lb); ANSI-C and above sized documents may be printed on paper, Mylar, blueprints, sepia, or vellum and must be organized by project as directed by the City.

## THE FOLLOWING CRITERIA MUST BE MET:

### A. Laserfiche:

Ability to scan content directly and seamlessly into Laserfiche using an upload utility – must have a tool that directly uploads content to Laserfiche including the ability to file directly into established folders and ability to add required meta data.

### B. Ability to Scan:

- a. Manila folder – content in file folders
- b. Legal documents
- c. Ledger-size documents
- d. Letters
- e. Carbon copies
- f. Photo exhibits
- g. Spiral-bound books
- h. Tabbed paper
- i. Large format items: Posters, banners, etc., with dimensions specified.
- j. Drawings & Blueprints
- k. All ANSI-sized documents

C. Images:

- a. Duplex scan documents to capture both front and back of documents where needed. Images must be oriented correctly for viewing. Text must be readable up to the edge of the document.
- b. Image clean-up: the scanned documents should be de-skewed, de-speckled, blank pages and black borders removed, hole punch images removed, and background color drop out (where possible). Color images must be viewable quality so that detail in the image is captured.
- c. For the purposes of this RFP, Proposer is invited to offer suggestions on how best to scan color photos to maintain the quality and detail of an image while striving to reduce size of the electronic image.

D. OCR all content with guarantee of 99.5% accuracy on images and ability for 600 dpi images.

E. Quality checking images scanned:

- a. Visual inspection of each image against the original, rescanning documents as needed
- b. Manual image quality adjustment and QA of every image for clarity, legibility, quality, cut-offs or file type compression errors
- c. Images are of the same or better quality than the original
- d. Ensure all images are accurately indexed
- e. All documents are to be scanned and returned in the same order as provided
- f. All folders within the XML file should appear in the same order as they exist in paper
- g. The City may perform a QA of each image and associated indexing delivered by the vendor; if the City discovers unacceptable images, the Vendor, at no additional cost to the City, will correct all such unacceptable images

F. Data entry of index fields following Laserfiche Templates. Fields change depending on the document scanned.

G. Quality checking index data.

H. Perform rework on errors or omissions with no additional charge.

I. Warranty period of 1 year against defects.

J. Records must be saved in PDF/A format.

K. Any and all City documents in the possession of the Proposer must be stored in a climate controlled safe and secure location. The City must have access to all City documents in the Proposer's possession upon request, with a hard copy or electronic file provided within 24 hours.

L. Document prep:

- a. Ability to scan small documents such as receipts in line with large-size documents in a single scan
- b. Staple and fastener removal
- c. Metal, plastic, twine, glue binder removal
- d. Industrial staple removal capability including box and plier staples
- e. Fix torn pages prior to scanning
- f. Black and white, greyscale and color scanning options

M. Once electronically imaged and upon the request of the Project Manager, documents shall be returned to their original state (re-stapled, bound, rolled, etc.) and returned to the original filing location.

N. Pick-up and delivery of paper documents. When content is picked up, there must be at least two representatives of the scanning organization present; pick-up must not be outsourced. There shall always be two representatives with the content in transit.

O. Pickup and delivery are to occur every three to four weeks or as agreed upon by the Project Manager and the vendor.

P. Vendor must pick up and return original documents promptly according to an established schedule.

Q. Vendor must provide a proof of pickup acknowledgement, to be signed by the Vendor staff and City staff.

R. Vendor must return original documents after scanning or conversion, and provide a proof of return acknowledgement, to be signed by the Vendor staff and City staff.

S. Vendor will only receive direction from the contract manager (to be spelled out in the contract).

T. Vendor will maintain documented chain of command through an audit trail.

U. Vendor will submit quarterly reports of documents being stored at their facility.

V. Vendor must agree to provide private transport; content will never be mixed in transit with other clients, nor additional, non-mission critical stops to occur en route.

W. Content will not leave the state of California.

### 3. PROPOSED PROJECT WORK PLAN

CPS is a proven qualified firm which can do exactly what the city is asking in regard to providing comprehensive document scanning, indexing, and quality control services. We are fully capable of scanning high volumes of paper quickly, accurately, and efficiently. We specialize in digitizing volumes of documents that vary in size by high-speed scanning methods to convert documents into digital images that will be stored in Laserfiche. We can accommodate pickup/drop-off at multiple locations throughout the city without any problems.

All document types and sizes mentioned in the RFP are able to be scanned as we have previously at other municipalities. Flat and folded documents will be prepped for the highest quality of imaging possible. Our understanding of Laserfiche should provide comfort that there will not be any confusion surrounding this job and executing exactly how the city expects. We will always provide our expertise when we can and make recommendations when we can to make sure the job is executed to perfection.

We have the ability to scan all manilla folders, and the content in each file folder. Legal documents, ledger-size documents, letters, carbon copies, photo exhibits, spiral-bound books, tabbed paper, large format items such as posters, banners, drawings & blueprints, and all ANSI-sized documents. We will be scanning everything in duplex and will delete any blank images while providing image clean up as well. We will use our expertise and technology to produce the highest quality of images as there are techniques, we are able to use to get the best image possible for every document.

All document will be OCR'd and we guarantee 99.5% accuracy on images at 600 dpi or higher. As you will see in our procedure and processes section, our QC process is extensive with visual inspection, manually adjusting to get the best quality, getting the same or better quality than the original, ensuring all images are accurately indexed, and return documents as found and in the same order. The city is able to perform their own QA throughout the process at any time. We understand that templates and metadata fields will change based on the document type which is being scanned. All indexing data will be checked and verified. Any errors or omission on our part will not bring any additional charges to the city. We are able to provide a warranty on our work against any and all defects for a period of 1 year. Records will be saved in a PDF/A format if requested. Documents will always be stored in a climate-controlled area and upon request, documents can be provided back to the city within 24 hours.

We will provide all document prep such as scanning small documents such as receipts or large-scale documents in a single scan. We will remove all staples, fasteners, binders, fix torn pages, and deliver in black and white, color, and greyscale depending on the city's request for each document type. All documents will be returned to their original state and returned to the original filing location.

## 4. PROPOSED MANNER OF DOCUMENT STORAGE, MAINTENANCE, AND TRANSPORTATION

### Approach

All employees utilize security badges for access to the building which is also tracked and recorded. Our production imaging servers are air gapped and backed up daily only on an encrypted local drive which is purged in accordance with DoD Standard (DoD 5220.22-M) upon project completion. Our key employees are background verified, HIPPA Trained, CA Live Scanned, and CLETS Certified. (California Law Enforcement). Security, experience, and adherence to procedure is what makes our service offer unique. We bear sole and complete responsibility for all work we execute.

Below is our procedure for tracking inventory once documents/boxes are picked up from a client's location.

**Record Transfer Preparation** – All boxes will have a Tamper Security Seal to ensure privacy immediately upon pickup. All boxes will be inventoried by folder and series within each box, provide a barcode label, and finalize the box count prior to departing.

**Document Control and Manifest Creation** – We use a specialized application to not only track all records, but we have a very stringent methodology policy we adhere to internally as well making sure all procedures are followed every step of the way. Tracking reports are generated to include all of the information pertaining to the job. The use of tamperproof seals provides an extra layer of security to keep your data safe.

**Secure Record Transfer Service** – All pickups and deliveries will be performed by at least 2 staff which have gone through a background check as well. In order to keep the chain of custody, delivery and pickup scenarios will not make any extra stops while transit with a client's data. If any issue arises with transport, a secondary team is on standby to assist right away.

**Storage Center when Receiving** – Our procedure is to have all boxes coming in to be counted and verified 2 times. Utilizing barcodes and our 2-person process ensures quality as soon as client data arrives. Any damage or discrepancies will be reported immediately and addressed immediately.

**Chain of Custody Verification** – Once the data is received, another check is done on all seals of the boxes. Once security seals are removed, we verify contents again. If at any time any security issues happen to arise, clients will be notified immediately.

**Audit Tracking & Quality Control Reporting** – Every employee is mandated to enter all quality control, monitoring, and progress into our tracking system. Reporting is constantly being done to ensure job is on track.

All scanning is done with an operator standing next to the scanner to make sure all pages are scanned accurately and to check for double feed errors. The scanners are capable of scanning Bi-Tonal Black and White, 255 Gray Scale, Full 24-bit Color. Scanner software can output the image to all major file formats. Kofax VRS Image Enhancement Software is utilized to provide the optimal quality image - De-speckling, De-skewing, image rotation, Background suppression, Adaptive threshold, Edge enhancement, and gray tone filtering. Scanner Technicians live monitor the size, resolution and format of each document scanned using the tags/markers placed by the Document Preparation team. The files are always processed together to ensure the documents remain in the same order. Standard documents will be scanned in PDF, bi-tonal (black and White) at 300 dpi, large format documents at 300 dpi, and for documents that have been reduced, 400 dpi. Documents containing color will be scanned in color at 200 dpi or 300dpi, using lossless compression .JPG file formatting. Our process of creating PDF images, other file types, and indexing is as follows.

**Document Preparation** – Scanning sample boxes are an effective way to find out certain details of the specific job. These samples will determine the most accurate and efficient method to prepare the folder to be scanned. All staff will be trained in the job specific details and are assigned one single box at a time. Items prepared prior to scanning including removing paperclips/staples, unfolding, utilizing copier technology to maximize scan quality, combine small documents and attached images, and anything we are not 100% clear on, we will place on the side and address with the client to ensure accuracy. If required, we are able to reassemble all data just as we picked it up with the exclusion of staples and paper clips.

**Quality Assurance Document Preparation Verification** – Our data sheets are updated in real time and if any problem is found, the document is sent back for reprocessing. The tracking report is updated once again, and the corrected data moves on to the next stage.

**Scanning High Resolution Digital Imaging** – Only the best technology available is used to provide the best outcome of a quality image. Scanning staff will be monitoring each image to ensure image is scanned correctly and no pages are double fed. The utilization of Kofax VRS Software allows for additional cleaning to be done such as de-speckle, de-skew, image rotation, background suppression, edge enhancement, gray tone filtering, blank page removal, and much more if need be.

**Quality Assurance Image Quality** – One of the most important parts of this process is having a human being review documents for accuracy and not solely rely on software and technology. Image quality is checked at multiple levels to ensure all images are acceptable and do not need to be reprocessed.

**Indexing Verification** – Staff are trained to manually index one image at a time per box to ensure accuracy every step of the way. Protocols and additional software is in place to make sure indexing errors do not occur such as misspelling or double keying entries.

**Quality Assurance Indexing** – Taking this process to the next level, we will compare the indexed data with the re-keyed data. If any mismatches are found, they are sent back and reprocessed until it is matched. Data validation is performed utilizing character mix, date ranges, quantity ranges, including database lookups as well.

**File Transfer and Upload** – Once documents are ready for transfer/upload, data will be transferred to a file server with your encrypted data. From there instant access is available via VPN to search your data to view images and indexes, along with being able to start internal quality control as well. If encrypted hard drive is preferred, this exists as an alternative as well.

**Return and Delivery of Completed Job** – Once all files have been reviewed and cleared for approval, data will be repacked, and security labels placed once again. Delivery procedures are followed exactly how our pick-up procedure is, which is listed above with the focus on reliability and security.

## Proposed Schedule

**Scanning 100,000 8 ½ x 11 documents, including prepping, and indexing for conversion.**

3-5 weeks based on document condition not being old or damaged which would require more time to ensure expected quality.

**Scanning 100,000 8 ½ x 14 documents, including prepping, and indexing for conversion.**

3-5 weeks based on document condition not being old or damaged which would require more time to ensure expected quality.

**Scanning 5,000 blueprint/map/plans documents, including prepping, and indexing conversion.**

5-8 weeks based on document condition not being old or damaged which would require more time to ensure expected quality.

**Scanning 40,000 Microfiche Sheets, including prepping, and indexing conversion.**

15-25 weeks based on document condition not being old or damaged which would require more time to ensure expected quality.

## 7. COST PROPOSAL & ACCEPTANCE OF PROPOSED PROFESSIONAL SERVICES AGREEMENT

Although we are able to scan in higher DPI, such as 600DPI noted in the RFP, we would suggest staying with 200DPI to keep the size of your database manageable which will still provide a high-quality image.

As noted in the RFP, we will be picking up this job in multiple batches. Once each batch is scanned, indexed, and QC'd, this will then generate an invoice from us requesting payment.

We find it is in the best interest of the city to be charged an hourly rate for some of the items requested in the RFP. Most specifically, returning items to their original state which would include staples, binders, clips, etc. We would hope that once the items are scanned and ingested into Laserfiche, staff would utilize Laserfiche to search for the documents and not have a need to utilize the paper/fiche in the future. Having an escalated rate per page will drastically increase the overall cost of this project, especially for items which do not contain staples, binders, clips, etc.



**ATTACHMENT A: COST PROPOSAL & ACCEPTANCE OF PROPOSED CONTRACT/AGREEMENT**

Breakdown of firm's rates, fees and charges for services by phase and total project, including a proposed payment schedule for work associated with the services requested herein.. please submit the estimated hours and extended cost for each person assigned to this project. Proposers must submit cost proposals for the complete scope of work. Each cost option shall include all possible direct and indirect costs, travel, insurance, overhead, labor, profit, rebates, contingent commissions, renewal commissions, service fees, and any other expenses.

The City reserves the right to add or remove services over the contract term. The City reserves the right to award the Service(s) listed on this solicitation "individually", by "groups", "all or none", or by any other method as deemed in the best interest of the City.

**SCANNING & INDEXING SERVICES:**

Pre-scanning Document preparation, Scanning, File re-assembly, Indexing, OCR-ing, Data Transfer (per CD/DVD or Laserfiche Briefcas), Quality Control and transportation/shipping costs should be included with scanning services.

| Task Description                   | Year 1: Per Sheet Cost | Year 2: Per Sheet Cost | Year 3: Per Sheet Cost | Year 4: Per Sheet Cost |
|------------------------------------|------------------------|------------------------|------------------------|------------------------|
| 200 DPI Black & White- Letter Size | \$ 0.085               | \$ 0.085               | \$ 0.085               | \$ 0.085               |
| Grayscale- Letter Size             | \$ 0.095               | \$ 0.095               | \$ 0.095               | \$ 0.095               |
| Full Color- Letter Size            | \$ 0.095               | \$ 0.095               | \$ 0.095               | \$ 0.095               |
| 200 DPI Black & White- Legal       | \$ 0.085               | \$ 0.085               | \$ 0.085               | \$ 0.085               |
| Grayscale- Legal                   | \$ 0.095               | \$ 0.095               | \$ 0.095               | \$ 0.095               |
| Full Color- Legal                  | \$ 0.095               | \$ 0.095               | \$ 0.095               | \$ 0.095               |
| 200 DPI Black & White- Ledger      | \$ 0.085               | \$ 0.085               | \$ 0.085               | \$ 0.085               |
| Grayscale- Ledger                  | \$ 0.095               | \$ 0.095               | \$ 0.095               | \$ 0.095               |



| Task Description   | Year 1: Per Sheet Cost | Year 2: Per Sheet Cost | Year 3: Per Sheet Cost | Year 4: Per Sheet Cost |
|--|------------------------|------------------------|------------------------|------------------------|
| Full Color- Ledger   | \$ 0.095               | \$ 0.095               | \$ 0.095               | \$ 0.095               |
| 200 DPI Black & White- E-Sized                                     | \$ 1.00                | \$ 1.00                | \$ 1.00                | \$ 1.00                |
| Grayscale- E-Sized   | \$ 1.10                | \$ 1.10                | \$ 1.10                | \$ 1.10                |
| Full Color- E-Sized  | \$ 1.10                | \$ 1.10                | \$ 1.10                | \$ 1.10                |
| 200 DPI Black & White- ANSI-C                                      | \$ 1.00                | \$ 1.00                | \$ 1.00                | \$ 1.00                |
| Grayscale- ANSI-C  | \$ 1.10                | \$ 1.10                | \$ 1.10                | \$ 1.10                |
| Full Color- ANSI-C   | \$ 1.10                | \$ 1.10                | \$ 1.10                | \$ 1.10                |
| 200 DPI Black & White- ANSI-D                                      | \$ 1.00                | \$ 1.00                | \$ 1.00                | \$ 1.00                |
| Grayscale- ANSI-D  | \$ 1.10                | \$ 1.10                | \$ 1.10                | \$ 1.10                |
| Full Color- ANSI-D   | \$ 1.10                | \$ 1.10                | \$ 1.10                | \$ 1.10                |
| 200 DPI Black & White- ANSI-E                                      | \$ 1.00                | \$ 1.00                | \$ 1.00                | \$ 1.00                |
| Grayscale- ANSI-E  | \$ 1.10                | \$ 1.10                | \$ 1.10                | \$ 1.10                |
| Full Color- ANSI-E   | \$ 1.10                | \$ 1.10                | \$ 1.10                | \$ 1.10                |
| 200 DPI Black & White- Oversized Documents (Plans, etc.)           | \$ 1.00                | \$ 1.00                | \$ 1.00                | \$ 1.00                |
| Grayscale- Oversized Documents (Plans, drawings, blueprints, etc.) | \$ 1.10                | \$ 1.10                | \$ 1.10                | \$ 1.10                |



| Task Description   | Year 1: Per Sheet Cost | Year 2: Per Sheet Cost | Year 3: Per Sheet Cost | Year 4: Per Sheet Cost |
|--|------------------------|------------------------|------------------------|------------------------|
| Full Color-Oversized Documents (Plans, drawings, blueprints, etc.) | \$ 1.10                | \$ 1.10                | \$ 1.10                | \$ 1.10                |
| Microfilm: 16mm rolls  | \$51.75/Roll           | \$51.75/Roll           | \$51.75/Roll           | \$51.75/Roll           |
| Microfilm: 35mm rolls  | \$57.50/Roll           | \$57.50/Roll           | \$57.50/Roll           | \$57.50/Roll           |
| Microfiche: 3" x 5" sheets.  | \$2.60/Roll            | \$2.60/Roll            | \$2.60/Roll            | \$2.60/Roll            |
| Microfiche: 4" x 6" sheets.  | \$2.30/Roll            | \$2.30/Roll            | \$2.30/Roll            | \$2.30/Roll            |
| Microfiche: 105mm x 148mm sheets.                                  | \$2.90/Roll            | \$2.90/Roll            | \$2.90/Roll            | \$2.90/Roll            |
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| Task Description | Year 1: Per Sheet Cost | Year 2: Per Sheet Cost | Year 3: Per Sheet Cost | Year 4: Per Sheet Cost |
|------------------|------------------------|------------------------|------------------------|------------------------|
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**HOURLY RATES FEE SCHEDULE**

Please state the firm fixed hourly rates and list the position title for each project team member (e.g., Project Manager - \$140, Project Consultant - \$125, Research/Support Staff - \$85.

| TITLE  | HOURLY RATE (\$)  |
|--|-------------------|
| Scanning Operator - Heavy indexing, document prep, manual cropping, etc. | \$35.00/Hr.       |
| Pickup with free delivery  | \$175.00/Instance |
| Laserfiche Ingestion/Upload  | \$450.00/Instance |

(PLEASE READ AND MARK EACH CHECKBOX CONFIRM ACKNOWLEDGEMENT AND AGREEANCE WITH THE INDICATED STATEMENTS)

- The Proposal Cost provided reflects all possible direct and indirect costs, travel, insurance, overhead, labor, profit, rebates, contingent commissions, renewal commissions, service fees, and any other expenses.
- The Proposal provided reflects any additional addendum(s) issued with respect to this RFP.
- My signature certifies that this firm has no business or personal relationships with any other companies or person that could be considered a conflict of interest, or potential conflict of interest to the City of Menifee, pertaining to any and all work or services to be performed as a result of this request and any resulting Agreement/Contract with the City.

**ACCEPTANCE OF PROPOSED AGREEMENT/CONTRACT:**

- Submittal of this proposal indicates we have reviewed the proposed written agreement (Exhibit C) and if selected would accept all terms of the proposed agreement. Proposer, in submitting a response to this RFP, warrants that it has full power and authority to comply with the requirements specified herein and will hold the City harmless from and against any and all loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty.

\_\_\_\_\_  
 Company Name  
 Complete Paperless Solutions, LLC  
 \_\_\_\_\_  
 Address  
 5130 East La Palma Ave. #206  
 \_\_\_\_\_



City Anaheim State CA Zip Code 92807

( 760 ) 419-3446 ( )  
Telephone Number Fax Number

Company Type:  
 Corporation  Partnership  Trust/Estate  Limited Liability Company (LLC)  
 Individual/Sole Proprietor or single member LLC  Other: \_\_\_\_\_

*Jamie Dunn*  
Signed By \_\_\_\_\_

Jamie Dunn VP of Sales  
Print Name Title



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 26-0709

**Agenda #:** W.

**Agenda Date:** 12/9/2025

**Category:** Consent Calendar

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**FROM:**

Human Resources

**SUBJECT:**

Third Amendment to the City Manager Employment Agreement between the City of Fontana and Matthew A. Ballantyne.

**RECOMMENDATION:**

Approve the Third Amendment to the City Manager Employment Agreement between the City of Fontana and Matthew A. Ballantyne.

**COUNCIL GOALS:**

- Create and maintain a dynamic team by promoting stability and predictability by providing consistent policy direction.

**DISCUSSION:**

Matthew Ballantyne has served as the City Manager for the City of Fontana since 2022. The City Council recently concluded its annual evaluation of Mr. Ballantyne and, as a result of that positive evaluation, recommended an extension of the City Manager's employment term for an additional two (2) years, ending on April 17, 2030, and a five percent (5%) merit increase effective July 1, 2025.

The amendment also increases Mr. Ballantyne's salary by an amount equal to the maximum annual employee FSA contribution each year, which is \$3,300 for 2025 and \$3,400 for 2026, while reducing the City's payments on behalf of Mr. Ballantyne for 125 Cafeteria Plan Fringe Benefits in an equal amount.

The accompanying amendment reflects these proposed modifications.

**FISCAL IMPACT:**

The fiscal impact associated with the approval of the Third Amendment for Mr. Ballantyne's contract, which includes a five percent (5%) merit increase, is \$26,620 for 2025-26, inclusive of benefits, and is not included in the 2025-26 current budget. The required budget adjustments will be included in the Midyear Budget Status Report.

**MOTION:**

Approve Staff Recommendation.

THIRD AMENDMENT  
TO CITY MANAGER EMPLOYMENT AGREEMENT

This Third Amendment to the City Manager Employment Agreement (“Third Amendment”) is entered into on the execution date shown in the signature block below, and effective as of the 1st day of July, 2025 (the “Effective Date”), between the City of Fontana (hereinafter referred to as the “City”) and Matthew C. Ballantyne (hereinafter referred to as “Employee”).

RECITALS

A. Whereas on April 13, 2022, City and Employee entered into that certain City Manager Employment Agreement to retain the services of Employee as City Manager; and

B. Whereas on September 13, 2022, City and Employee entered into a First Amendment to the Agreement (both Agreement and its amendments are collectively referred to hereinafter as “Agreement”); and

C. Whereas on September 12, 2023, City and Employee entered into a Second Amendment to the Agreement (both Agreement and its amendments are collectively referred to hereinafter as “Agreement”); and

D. Whereas, the City and Employee now wish to revise specified sections of the Agreement to modify provisions of the Agreement;

NOW THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. The first paragraph of Section I of the Agreement, entitled “Employment and Term,” is hereby amended, in its entirety, as follows:

I. Employment and Term.

The City hereby employs the Employee as City Manager for the City of Fontana. Unless otherwise extended by mutual agreement of the parties or terminated as provided herein, the term of this Agreement shall commence on April 18, 2022, and end on April 17, 2030, unless sooner terminated or extended by the City Council as set forth in the Agreement. In the event that the City Council determines that the Employee is not to be reemployed upon expiration of this Agreement, he shall be given written notice thereof by the City at least six (6) months in advance of the expiration of the term of this agreement. Should the City fail to give notice at least six (6) months prior to the end date of this Agreement, the Agreement shall be extended on the same terms for an additional period of one (1) year.

2. The first paragraph of Section II of the Agreement, entitled "Salary/CalPERS Retirement," is hereby amended, in its entirety, as follows:

On July 12, 2025, the City agreed to pay Employee a base annual salary of three hundred eighty three thousand, three hundred twenty dollars and seventy-seven cents (\$383,320.77). Employee will continue to receive cost-of living adjustments equal in percentage to, and at the same time as, Executive Group employees. In addition, the City agrees to separately increase Employee's salary by an amount equal to the maximum annual employee FSA contribution each year, which is \$3,300 for 2025 and \$3,400 for 2026. Base salary shall be no less than 5% above the salary of any Department Head including POST Certificate Pay. The City Council shall annually assess Employee's performance and salary and may, in its sole and absolute discretion, grant Employee a merit increase. Any such merit increase must be expressly memorialized in a subsequent written and executed Amendment to this Agreement, approved at a duly-noticed regular meeting of the City Council.

3. Section X of the Agreement, entitled "Fringe Benefits," is hereby amended, in its entirety, as follows:

- A. City shall pay to or on behalf of Employee for 125 Cafeteria Plan Fringe Benefits an amount five percent (5%) above provided to the City Department Heads. The City's payment on behalf of Employee shall be reduced by an amount equal to the maximum annual employee FSA contribution each year, which is \$3,300 for 2025 and \$3,400 for 2026. In addition, Employee shall be enrolled in the City's retirement plan pursuant to its contract with the State of California Public Employees Retirement System (CalPERS). The appropriate retirement formula that will be applied to the Employee is determined by CalPERS.
- B. City shall pay to or on behalf of Employee for 125 Cafeteria Plan Fringe Benefits an amount five percent (5%) above provided to the City Department Heads. In addition, Employee shall be enrolled in the City's retirement plan pursuant to its contract with the State of California Public Employees Retirement System (CalPERS). The appropriate retirement formula that will be applied to the Employee is determined by CalPERS.
- C. In addition, Employee shall be provided all the fringe benefits which are proportional to those provided to Executive Group employees. These benefits may be adjusted by the City for Executive Group employees from time to time and the amounts shall be adjusted proportionately based on any adjustments in City contributions.
- D. The following benefits will be provided in the amounts listed below, in lieu of or in addition to, the amounts and benefits listed in the Executive Management Benefits Schedule:

1. \$125 cell phone allowance per month
2. An iPad or laptop
3. Pay for an annual physical at UCI Executive Health or equivalent facility
4. \$5000 annual contribution to a Retirement Health Saving Plan  
(Deposit made May 1, 2022 and every year thereafter on May 1st)
5. Cover Employee's portion of Medicare

4. Section XII of the Agreement, entitled "Annual Leave," is hereby amended, in its entirety, as follows:

These leave accruals are in addition to recognized City holidays. Employee shall accrue Personal Leave each year during the term of this Agreement at the same rate as Executive Group employees (beginning at 16 years; 11.385 hours per pay period). Employee shall begin his employment with an annual leave balance of 240 hours. Employee shall be entitled to cash out up to one (1) year of accrued, but unused, personal leave in accordance with the City's policies pertaining to other City employees. No more than 1,200 hours may be carried forward in any fiscal year.

Employee shall begin his employment with an Administrative Leave balance of 80 hours and shall accrue 80 hours of Administrative Leave per each subsequent year during the term of this Agreement. Unused Administrative Leave shall be cashed out on June 30th of each year. The annual amount of Administrative Leave accrued by the City Manager shall be adjusted to be the same number of days accrued by City Department Heads without the need for a written modification of this Agreement.

5. Section XIV of the Agreement, entitled "Longevity Pay," is hereby amended, in its entirety, as follows:

Employee shall be eligible to receive Longevity Pay consistent with the rates listed in the Executive Management Benefits Schedule for Executive Group employees hired post July 1, 1990 with continuous service of 10 years or more at \$2,250; 15 years or more at \$2,750; 20 years or more at \$3,250 and 25 years or more at \$3,750 based upon the Employee's anniversary date (date of initial hire into a regular full-time position) of April 18, 2022. Longevity will be paid annually in December and will cease upon termination of employment.

6. Continuing Effect of Agreement. Except as amended by this Third Amendment, all other provisions of the Agreement remain in full force and effect. From and after the date of this Agreement, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Third Amendment.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment to City Manager Employment Agreement on the 9th day of December 2025.

**CITY MANAGER**

\_\_\_\_\_  
Matthew C. Ballantyne, Employee

**CITY OF FONTANA**

\_\_\_\_\_  
Acquanetta Warren, Mayor

**ATTEST:**

\_\_\_\_\_  
Germaine McClellan Key, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Ruben Duran, City Attorney



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 25-0646

**Agenda #:** A.

**Agenda Date:** 12/9/2025

**Category:** Public Hearing

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**FROM:**

Planning Department

**SUBJECT:**

Appeal No. 25-0002: Request to overturn the Planning Commission's August 19, 2025 decision adopting a Categorical Exemption per Section 15332 (Class No. 32) and approving Conditional Use Permit No. 24-0022, and Design Review No. 23-0024 for the development of a mixed use project (163 multi-family units and 5,000 square feet of commercial retail) within the R-5 zoning district that includes a five-story 83,125 square foot mixed-use building and associate improvements, on a 3.5 acre site located on the northeast corner of Foothill Boulevard and Sultana Avenue and identified as Assessor Parcel Numbers 1110-331-13 and 1110-331-25.

**RECOMMENDATION:**

1. Open the public hearing and accept public comments.
2. Continue Appeal No. 25-0002 to the January 27, 2026, City Council Meeting.

**APPELLANT / APPEAL APPLICANT:**

Appeal No. 25-0002: Supporters Alliance for Environmental Responsibility, 1939 Harrison Street, Suite No. 150, Oakland, CA 94612.

**COUNCIL GOALS:**

- Promote economic development by concentrating on job creation.
- Promote economic development by establishing a quick, consistent development process.
- Promote economic development by being business friendly at all levels and striving to constantly improve the city's competitiveness.

**DISCUSSION:**

Appeal:

At its August 19, 2025 hearing, the Planning Commission approved Conditional Use Permit No. 24-0022 and Design Review No. 23-0024, pursuant to a Categorical Exemption under CEQA Section 15332 (Class No. 32), with adoption of Resolution PC Number 2025-027 on a 4-0 vote. The staff report and attachments for the August 19, 2025, Planning Commission hearing for the project, along with meeting minutes, are included as Attachment Nos. 4 and 5, respectively, to this staff report.

On August 26, 2025, the City received Appeal No. 25-0002 from Supporters Alliance for Environmental Responsibility. In summary, the appellant contends that the terms of the Class No. 32 Exemption do not apply because the Project site has value as habitat for endangered, rare, or

threatened species. The appellant also claims that the City should rescind the Project approvals, conduct an initial study, and prepare a new CEQA document, whether a mitigated negative declaration or environmental impact report, to analyze and mitigate the Project's environmental impacts. Responses to the letters have been prepared to address the issues raised by the appellant (see Attachment No. 3).

The project environmental consultant (Lilburn Corporation), who prepared the CEQA Class No. 32 (In-Fill Development) Categorical Exemption Memorandum for the Mixed-Used Project, has prepared written responses to the applicant's claims. The responses explain why the claims raised in the Supporters Alliance for Environmental Responsibility letter were not significant and the Categorical Exemption was appropriate. The detailed response to the claims raised in the appeal finds that none of the comments provide substantial evidence to support the preparedness of an Initial Study/Mitigated Negative Declaration.

City Council Hearings:

On October 28, 2025, the City Council open the scheduled public hearing for Appeal 25-0002 to take comments from the public for this item. At staff's recommendation, the public hearing was continued to the December 9, 2025, City Council Meeting, to allow staff additional time to prepare an adequate response to the public communication letter that was submitted to staff on October 27, 2025.

The approved project entitlements include Conditional Use Permit No. 24-0022 and Design Review No. 23-0024 and adoption of a Categorical Exemption Section 15332 (Class No. 32) for the development of a five-story mixed use project (163 multi-family units and 5,000 square feet of commercial retail) within the R-5 zoning district totaling 83,125 square foot mixed-use building and associate improvements, on a 3.5 acre site located on the northeast corner of Foothill Boulevard and Sultana Avenue (APNs: 11110-331-13 and 1110-331-25).

Continuance:

Staff requests that the City Council continue the public hearing to allow for additional time to respond to the comment letter of October 27, 2025.

**FISCAL IMPACT:**

None.

**MOTION:**

Approve staff's recommendation.

**ATTACHMENTS:**

1. Vicinity Map
2. Appellant Letter - Support Alliance for Environmental Responsibility Memorandum
3. Applicant's Environmental Consultant Response to Appeal Letter
4. Planning Commission August 19, 2025, Report
5. Planning Commission Minutes of August 19, 2025
6. Clerk of the Board Fee Receipt and NOE

7. Public Hearing Notice



# VICINITY MAP

**DATE:** October 28, 2025

**CASE:** Appeal No. 25-0002  
Master Case No. 23-0101



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*Via Accela Portal*

August 26, 2025

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**Re: Appeal of August 19, 2025, Planning Commission Decision Approving Master Case No. 23-0101 (Conditional Use Permit No. 24-0022, Design Review No. 23-0024) and Class 32 Categorical Exemption**

Dear City Clerk Key, Director Nevins, and Planner Quintanilla:

I am writing on behalf of Supporters Alliance for Environmental Responsibility ("SAFER"), regarding Master Case No. 23-0101 (Conditional Use Permit No. 24-0022, Design Review No. 23-0024), which proposes the construction of a mixed-use development consisting of 163 multi-family residential units located on a 3.5 acre site located on the northeast corner of Foothill Boulevard and Sultana Avenue on APNs 1110-331-13 and 1110-331-25 in the City of Fontana ("Project"). Through this letter, SAFER appeals the City of Fontana Planning Commission's ("City") August 19, 2025 decision to approve the Project based on the City's reliance on a Class 32 Categorical Exemption for the Project.

The Planning Commission's August 19, 2025, decision related to the Project should not be upheld because under the California Environmental Quality Act ("CEQA"), the terms of the Class 32 Exemption do not apply because the Project site has value as habitat for endangered, rare, or threatened species. SAFER requests that the City rescind the Project approvals, conduct an initial study, and prepare a CEQA document, whether a mitigated negative declaration or environmental impact report, to analyze and mitigate the Project's environmental impacts.

Appeal of August 19, 2025, Planning Commission Decision Approving Master Case No. 23-0101 (Conditional Use Permit No. 24-0022, Design Review No. 23-0024) and Class 32 Categorical Exemption  
August 26, 2025  
Page 2 of 2

Sincerely,

A handwritten signature in cursive script that reads "Hayley Uno".

Hayley Uno  
Lozeau Drury LLP



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***VIA EMAIL***

October 27, 2025

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Peter Garcia, Mayor Pro Tem  
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**Re: Appeal Comment for the California Environmental Quality Act Class 32  
Categorical Exemption for Master Case No. 23-0101 (CUP No. 24-0022; DR  
No. 23-0024)**

Dear Mayor Warren, Honorable Members of the Fontana City Council, Mr. Quintanilla, and Ms. Key:

This comment is submitted on behalf of Supporters Alliance for Environmental Responsibility ("SAFER") and its members living or working in the City of Fontana ("City"), in support of SAFER's appeal of the California Environmental Quality Act ("CEQA") Class 32 Categorical Exemption, or Infill Exemption ("Exemption"), for the Master Case No. 23-0101 Project (Conditional Use Permit No. 24-0022; Design Review No. 23-0024) ("Project"). The Project involves the construction of a new, five-story, mixed-use residential and commercial building with 163 dwelling units and 5,000 square feet of retail space, located at the southeast corner of Foothill Boulevard and Sultana Avenue in the City of Fontana, California. The Project is scheduled to be heard at the Fontana City Council hearing on October 28, 2025. The Fontana Planning Commission approved the Project based on an Infill Exemption at its hearing on August 19, 2025.

After careful review of Project documents, SAFER maintains that the Project does not qualify for the Infill Exemption because, as discussed below, substantial evidence shows that the Project will have significant adverse impacts related to biological resources and air quality. The

City therefore cannot rely on the Exemption because (1) the Exemption does not apply on its face, and (2) the Unusual Circumstances Exception to the Exemption applies.

SAFER's review of the Project has been assisted by expert wildlife ecologist Shawn Smallwood, Ph.D.; air quality experts Paul Rosenfeld, Ph.D., and Matt Hagemann, P.G., C.Hg., from the environmental consulting firm Soil/Water/Air Protection Enterprise ("SWAPE"); and indoor air quality expert Francis Offermann, P.E., C.I.H. Dr. Smallwood's comment and CV are attached as Exhibit A and are incorporated herein by reference in their entirety. SWAPE's comment and CV are attached as Exhibit B and are incorporated herein by reference in their entirety. Mr. Offermann's comment and CV are attached as Exhibit C and are incorporated herein by reference in their entirety.

For the reasons discussed below, the Project does not qualify for the Infill Exemption and instead requires an initial study to determine the appropriate level of CEQA review before approval, whether a mitigated negative declaration ("MND") or an environmental impact report ("EIR"). SAFER thus respectfully requests that the City Council grant SAFER's appeal and find that the Project does not qualify for the Exemption under CEQA.

### **PROJECT DESCRIPTION**

The Project involves the construction of a new, five-story, mixed-use residential and commercial building with 163 dwelling units and 41 accessory dwelling units, as well as 5,000 square feet of commercial retail space and 277 parking spaces on the first floor. The Project site, currently undeveloped and vacant, totals 3.5 acres. The site is located on the southeast corner of Foothill Boulevard and Sultana Avenue, in the City of Fontana. The site is bounded by Foothill Boulevard to the south, Sultana Avenue to the west, the Pacific Electric Trail to the north, and vacant land to the east. The site is surrounded by single-family residences to the north and east, vacant land to the east and west, and commercial uses to the south. The site is zoned Multiple-Family High Density Residential (R-5) and has a General Plan land use designation of Multi Family High Residential (R-MFH).

### **LEGAL STANDARD**

CEQA mandates that "the long-term protection of the environment . . . shall be the guiding criterion in public decisions" throughout California. (Pub. Res. Code § 21001(d) ["PRC"].) A "project" is "the whole of an action" directly undertaken, supported, or authorized by a public agency "which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." (PRC § 21065; 14 Cal. Code Regs. § 15378(a) ["CCR"].) CEQA requires environmental factors to be considered at the "earliest possible stage . . . before [the project] gains irreversible momentum," (*Bozung v. Loc. Agency Formation Com.* (1975) 13 Cal. 3d 263, 284), "at a point in the planning process where genuine flexibility remains." (*Sundstrom v. Mendocino County* (1988) 202 Cal.App.3d 296, 307.)

To achieve its objectives of environmental protection, CEQA has a three-tiered

structure. (14 CCR § 15002(k); *Committee to Save the Hollywoodland Specific Plan v. City of Los Angeles* (2008) 161 Cal.App.4th 1168, 1185-86 [*“Hollywoodland”*].) First, if a project falls into an exempt category, or if it can be seen with certainty that the activity in question will not have a significant effect on the environment, no further evaluation is required under CEQA. (14 CCR § 15002(k)(1).) Second, if the project is not exempt, and there is a possibility the project will have a significant environmental effect, then the agency must perform an initial threshold study. (14 CCR § 15002(k)(2).) Third, if the initial study indicates that there is no substantial evidence that the project may have a significant environmental effect (*id.*), then a MND is required, but if the initial study shows that the project may have a significant environmental effect, then an EIR is required. (14 CCR § 15002(k)(3).) Here, because the City exempted the Project from CEQA entirely, the first step of the CEQA process applies.

CEQA identifies certain classes of projects as exempt from CEQA’s provisions. These are called categorical exemptions. (14 CCR §§ 15300, 15354.) “Exemptions to CEQA are narrowly construed and ‘[e]xemption categories are not to be expanded beyond the reasonable scope of their statutory language.’ [Citations.]” (*Mountain Lion Foundation v. Fish & Game Com.* (1997) 16 Cal.4th 105, 125.) The determination as to the appropriate scope of a categorical exemption is a question of law subject to independent, or *de novo*, review. (*San Lorenzo Valley Community Advocates for Responsible Education v. San Lorenzo Valley Unified School Dist.*, (2006) 139 Cal. App. 4th 1356, 1375 [“[Q]uestions of interpretation or application of the requirements of CEQA are matters of law. [Citations.] Thus, for example, interpreting the scope of a CEQA exemption presents ‘a question of law, subject to *de novo* review by this court.’”].) Here, the City has recommended that the Project is categorically exempt from CEQA’s requirements pursuant to the Class 32 Exemption, or “Infill Exemption.” (14 CCR § 15332.)

Under CEQA’s Infill Exemption, a project is exempt from CEQA’s requirements if the project meets the following five conditions:

- (a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
- (b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
- (c) The ***project site has no value, as habitat for endangered, rare, or threatened species.***
- (d) ***Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.***
- (e) The site can be adequately served by all required utilities and public services.

(14 CCR § 15332 [emph. added].)

## DISCUSSION

- I. **CEQA’s Infill Exemption does not apply on its face to the Project, thus a full CEQA analysis is required.**

The City relies on the CEQA Infill Exemption for the Project. One of the Exemption's key limitations is that it does not apply if a project (1) has value as habitat for endangered, rare, or threatened species, or (2) will have any significant effects related to air quality. (14 CCR § 15332(c), (d).) Here, the Project does not qualify for the Infill Exemption because the Project site has value as habitat for several special-status species, and the Project will have significant adverse impacts related to air quality. Therefore, the City must prepare an initial study to determine the appropriate level of CEQA review before approval, whether an EIR or an MND.

**A. There is substantial evidence that the Project will have significant adverse impacts on biological resources, precluding reliance on the Infill Exemption.**

Expert wildlife ecologist Dr. Shawn Smallwood, Ph.D. has reviewed the Project, the Categorical Exemption Memo ("CE Memo"), and other relevant documents regarding the Project's impacts on biological resources. Dr. Smallwood concluded that the Project site serves as habitat for multiple special-status species and that the CE Memo failed to adequately analyze the Project's significant adverse impacts on wildlife. (Ex. A at 1, 22.) He recommended several mitigation measures that are needed to reduce the Project's significant impacts on biological resources. (*Id.* at 27-28.)

**1. The CE Memo did not fully account for the diversity of species that use the Project site as habitat, including several special-status species.**

Dr. Smallwood's associate, biologist Noriko Smallwood, M.S., visited the Project site on August 15, 2025 for a 3-hour survey and on August 19, 2025 for a 1.83-hour diurnal survey and a 1.67-hour nocturnal survey. (*Id.* at 2.) During her visit, Ms. Smallwood detected 24 species of wildlife at the Project site, including eight special-status species. (*Id.* at 3.) These special-status species included: (1) the Monarch Butterfly, a candidate for listing under the federal Endangered Species Act; (2) the Western Red Bat, a Western Bat Working Group ("WBWG") high-priority species and a California Species of Special Concern ("SSC"); (3) the Canyon Bat, a WBWG moderate-priority species; (4) the Northern Harrier, a Priority 3 California Bird SSC, a Bird of Conservation Concern ("BCC") with the U.S. Fish & Wildlife Service, and a Bird of Prey ("BOP") protected under California Fish & Game Code § 3503.5; (5) the Allen's Hummingbird, a BCC; (6) the American kestrel, a BOP; (7) the Cooper's Hawk, a BOP and a species on the California Department of Fish & Wildlife Taxa to Watch List ("WL"); and (8) the White-Faced Ibis, also on the WL. (*Id.* at 3, 12.)

In contrast to Noriko's site visit, the City failed to complete any wildlife surveys of the Project site. (*Id.* at 16.) As a result, the City has no basis for determining whether the site provides habitat to special-status species of wildlife. (*Id.*)

CEQA requires government agencies to describe the "environmental setting" of the Project. (CEQA Guidelines § 15063(d)(2); *Mejia v. City of Los Angeles* (2005) 130 Cal.App.4th 322.) The "environmental setting" is defined as "the physical conditions which exist within the area which will be affected by a proposed project including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic significance." (CEQA Guidelines §

15360; *see* CEQA Guidelines § 21060.5; *Lighthouse Field Beach Rescue v. City of Santa Cruz* (2005) 131 Cal.App.4th 1170, 1192.) By failing to conduct any wildlife surveys of the Project site, or disclose the site's existing conditions, including the fact that the site contains at least eight special-status species, the CE Memo inadequately described the Project's "environmental setting" and thereby insufficiently analyzed the Project's biological impacts.

Additionally, Dr. Smallwood found that the City's desktop review was incomplete. (Ex. A at 16.) Desktop review includes literature and database reviews and consultation with local experts to inform field surveys and interpret a project's impacts on wildlife. (*Id.*) Dr. Smallwood found that the City's desktop review was inadequate and incomplete. (*Id.*) The City's desktop review was distorted to minimize the chances of the occurrence of special-status species. (*Id.*) Furthermore, the City did not conduct any desktop review specifically to evaluate the likelihood of the occurrence of special-status wildlife species on the Project site. (*Id.*) From his own assessment based on database reviews and Ms. Smallwood's site visits, Dr. Smallwood estimates that about 137 special-status wildlife species are known to occur close enough to the Project site to warrant analysis of their occurrence potential. (*Id.*)

Given Ms. Smallwood's identification of at least eight special-status species on the Project site, as well as the records of the occurrence of multiple other special-status species near the site, Dr. Smallwood deems the site as habitat for special-status species. (*Id.* at 22.) These species use the site for stopover during migration, survival, and reproduction. (*Id.*) Therefore, the proposed Infill Exemption is improper. Further CEQA review is needed to appropriately assess and reduce the Project's impacts on the wildlife community.

**2. The Project will have significant adverse impacts on wildlife that the CE Memo failed to analyze and mitigate.**

Dr. Smallwood concluded that the Project will have significant impacts on biological resources, including: (a) habitat loss; (b) interference with wildlife movement; and (c) bird-window collision mortality. The CE Memo did not address any of these impacts.

- a. The Project will have a significant impact on the site's reproductive capacity as a result of habitat loss.

Dr. Smallwood calculated that the loss of habitat from the Project would cause the loss of 13 bird nesting sites and 18 nesting attempts per year, a loss that "would qualify as significant impacts that have not been analyzed by the City of Fontana." (*Id.* at 23.) However, these impacts would not end with this immediate numerical loss of nesting sites, for the reproductive capacity of the Project site would also be permanently lost. Dr. Smallwood estimated that the Project would prevent the production of 52 fledglings and 59 birds per year. (*Id.*) He concluded that "the loss of 59 birds per year would be a loss of significant habitat value," and that "the loss of this many birds would easily qualify as an unmitigated significant impact." (*Id.*) This is a significant adverse impact that must be analyzed and mitigated in an MND or EIR.

- b. The Project will have a significant impact on wildlife as a result of interference with wildlife movement.

Dr. Smallwood concluded that the Project site provides wildlife with stopover opportunities during migration and dispersal of young, facilitating wildlife movement. (*Id.*) The Project would deprive wildlife of all such opportunities. However, the CE Memo failed to analyze how the Project would interfere with wildlife movement. (*Id.*)

- c. The Project will have a significant impact on birds as a result of window collisions.

The Project would introduce glass windows into open airspace space that is currently an essential bird habitat. (*Id.*) Dr. Smallwood's database review and Ms. Smallwood's site visits showed that there are 95 special-status bird species with the potential to use the airspace around the Project site. (*Id.*) Dr. Smallwood calculated that the Project will add about 13,455 square meters of external glass windows that would expose birds to collision mortality. He predicted that the Project will cause 984 bird fatalities per year from window collisions. (*Id.* at 26.) Most of these predicted deaths would be of birds protected under the Migratory Bird Treat Act and California Migratory Bird Protection Act, "thus causing significant unmitigated impacts." (*Id.*) Given the estimated level of bird-window collision mortality, Dr. Smallwood concluded that "the proposed project would result in potentially significant adverse biological impacts, including the unmitigated take of both terrestrial and aerial habitat of birds and other sensitive species." (*Id.*) Therefore, the Exemption would be improper for the Project, given the magnitude of the predicted adverse impact to wildlife caused by bird-window collision mortality.

### **3. Mitigation measures are needed to reduce the Project's significant impacts on biological resources.**

Dr. Smallwood suggests numerous mitigation measures that the City should implement to reduce the Project's significant adverse impacts on biological resources, should the Project proceed. Potential mitigation measures include preconstruction take-avoidance surveys for nesting birds, use of bird-safe glass and window treatments, compensatory mitigation for habitat loss, funding of wildlife rehabilitation facilities, and native plant landscaping. (*Id.* at 27-28.)

### **B. There is substantial evidence that the Project will have significant adverse air quality impacts, thereby precluding reliance on the Infill Exemption.**

Air quality experts Dr. Paul Rosenfeld, Ph.D., and Matt Hagemann, P.G., C.Hg., from the environmental consulting firm SWAPE have reviewed the Project, the CE Memo, and other relevant documents regarding the Project's air quality and human health impacts. SWAPE concluded that: (1) the CE Memo failed to adequately evaluate the Project's air quality impacts; and (2) the Project may have significant adverse health risk impacts related to Project's construction emissions. (Ex. B at 1, 6.) SWAPE recommended that "a full CEQA analysis be prepared . . . to ensure that the Project's potentially significant emissions are reduced to the maximum extent possible." (*Id.* at 7.)

**1. The CE Memo failed to adequately evaluate the Project's construction emissions of toxic air contaminants.**

CEQA requires agencies to substantively connect a project's air quality impacts to associated impacts on human health risks. (*See Sierra Club v. Cnty. of Fresno* (2018) 6 Cal.5th 502.) Here, SWAPE found that the CE Memo neither assessed the Project's construction emissions of diesel particulate matter ("DPM"), a toxic air contaminant and known carcinogen, nor conducted a quantified health risk assessment ("HRA") to evaluate the health risks posed by the Project's DPM emissions to nearby sensitive receptors. (Ex. B at 2.) Therefore, the CE Memo is inconsistent with CEQA's requirement to connect the increase in DPM emissions created by the Project's construction to the adverse impacts of those emissions on human health. (*Id.*) An MND or EIR must be prepared to evaluate these impacts.

**2. The Project may have significant adverse health risk impacts related to the Project construction's emissions.**

Using AERSCREEN, a screening-level air quality dispersion model, SWAPE conducted a preliminary HRA of the cancer risk impacts of the Project's construction DPM emissions on nearby residential sensitive receptors. (*Id.*) The CE Memo indicates that Project construction would produce about 69.5 pounds of DPM over the 422-day construction period. (*Id.*) The closest sensitive receptors to the Project site include single-family residences just 80 feet away. (*Id.* at 3; CE Memo at 14, 72.) SWAPE calculated that, during construction, the excess cancer risk of the Project's DPM emissions to these sensitive receptors is 29.3 per million. (Ex. B at 5.) This far exceeds the 10 per million cancer risk threshold of the South Coast Air Quality Management District ("SCAQMD"). (*Id.*) Thus, SWAPE's findings show that Project construction may result in a significant health risk impact. A full CEQA analysis should be prepared to analyze and mitigate this impact. (*Id.* at 6.)

**C. There is substantial evidence that the Project will pose significant health risks from indoor air quality impacts, thereby precluding reliance on the Infill Exemption.**

Certified industrial hygienist, Francis Offermann, P.E., C.I.H., has reviewed the Project, the CE Memo, and other relevant documents regarding the Project's indoor air emissions. These documents provide no analysis of the Project's indoor air quality impacts. Mr. Offermann concluded that the Project will expose its future residents to significant health impacts related to indoor air quality, particularly emissions of the cancer-causing chemical formaldehyde. Mr. Offermann is a leading expert on indoor air quality and has published extensively on the topic.

Mr. Offermann explained that many composite wood products used in building materials commonly found in residences contain formaldehyde-based glues which release formaldehyde gas over a very long period of time. He stated, "The primary source of formaldehyde indoors is composite wood products manufactured with urea-formaldehyde resins, such as plywood, medium density fiberboard, and particle board. These materials are commonly used in residential, office, and retail building construction for flooring, cabinetry, baseboards, window shades, interior doors, and window and door trims." (Ex. C at 2.)

Formaldehyde is a known human carcinogen, classified by the State as a Toxic Air Contaminant. The SCAQMD has established a CEQA significance threshold for airborne cancer risk of 10 per million. Mr. Offermann found that future Project occupants may be exposed to a cancer risk from formaldehyde emissions of about 120 per million for residents and 17.7 per million for commercial employees, even assuming that all materials comply with the California Air Resources Board’s (“CARB”) formaldehyde airborne toxics control measure. (*Id.* at 4-5.) This exceeds the SCAQMD’s CEQA significance threshold for airborne cancer risk. (*Id.* at 2.)

Mr. Offermann concluded that the Project will have significant environmental impacts that must be analyzed in an EIR or MND and mitigation measures must be imposed to reduce the raised cancer risk. (*Id.* at 12-13.) Mr. Offermann prescribed a methodology for estimating the Project’s formaldehyde emissions for a more project-specific health risk assessment. (*Id.* at 6-10.) He also identified feasible several mitigation measures to decrease the significant health risks, like installing air ventilation systems and requiring the use of composite wood materials only for all interior finish systems that are made with CARB-approved no-added formaldehyde (“NAF”) resins or ultra-low emitting formaldehyde (“ULEF”) resins. (*Id.* at 12-14.)

When a project exceeds a duly adopted CEQA significance threshold, as here, this alone establishes substantial evidence that the project will have a significant adverse environmental impact. Indeed, in many instances, such air quality thresholds are the only criteria reviewed and treated as dispositive in evaluating the significance of a project’s air quality impacts. (*See, e.g. Schenck v. Cnty. of Sonoma* (2011) 198 Cal.App.4th 949, 960 [County applies Air District’s “published CEQA quantitative criteria” and “threshold level of cumulative significance”]; *see also Communities for a Better Env’t v. Cal. Res. Agency* (2002) 103 Cal.App.4th 98, 110-11 [“A ‘threshold of significance’ for a given environmental effect is simply that level at which the lead agency finds the effects of the project to be significant”].) The California Supreme Court has shown the importance an air district significance threshold has in providing substantial evidence of a significant adverse impact. (*Communities for a Better Env’t v. South Coast Air Quality Mgmt. Dist.* (2010) 48 Cal.4th 310, 327 [estimated emissions in excess of air district’s significance thresholds “constitute substantial evidence supporting a fair argument for a significant adverse impact”].) Since expert evidence shows the Project will exceed the SCAQMD’s CEQA significance threshold, there is substantial evidence that an “unstudied, potentially significant environmental effect[]” exists. (*See Friends of Coll. of San Mateo Gardens v. San Mateo Cty. Cmty. Coll. Dist.* (2016) 1 Cal.5th 937, 958.)

The City’s failure to address the Project’s formaldehyde emissions is contrary to the California Supreme Court’s decision in *Cal. Building Industry Ass’n v. Bay Area Air Quality Mgmt. Dist.* (2015) 62 Cal.4th 369, 386 (“*CBLA*”). The Court held in *CBLA* that CEQA does not generally require lead agencies to analyze the impacts of adjacent environmental conditions on a project. (*Id.* at 800-01.) However, to the extent that a project may exacerbate existing environmental conditions at or near a project site, those effects would still have to be considered pursuant to CEQA. (*Id.* at 801 [“CEQA calls upon an agency to evaluate existing conditions in order to assess whether a project could exacerbate hazards that are already present”].) In so holding, the Court expressly held that CEQA’s statutory language requires lead agencies to disclose and analyze “impacts on a project’s users or residents that arise from the project’s

effects on the environment.” (*Id.* at 800.)

The carcinogenic formaldehyde emissions Mr. Offermann has identified are not an existing environmental condition. Those emissions will be from the Project. Residential tenants will be the Project’s users. Currently, there is presumably little to no formaldehyde emissions at the site. Once built, the Project will start emitting formaldehyde at levels posing significant direct and cumulative health risks to the Project’s users. The California Supreme Court in *CBIA* expressly found that this air emission and health impact from the Project on the environment and a “project’s users and residents” must be addressed under CEQA.

The California Supreme Court’s reasoning is well-grounded in CEQA’s statutory language. CEQA expressly includes a project’s effects on human beings as an effect on the environment that must be addressed in an environmental review. “Section 21083(b)(3)’s express language, for example, requires a finding of a ‘significant effect on the environment’ (§ 21083(b)) whenever the ‘environmental effects of a project will cause substantial adverse effects on human beings, either directly or indirectly.’” (*CBIA*, 62 Cal.4th at 800 [emphasis in original].) Likewise, “the Legislature has made clear—in declarations accompanying CEQA’s enactment—that public health and safety are of great importance in the statutory scheme.” (*Id.*, citing *e.g.*, §§ 21000(b), (c), (d), (g), 21001(b), (d).) It goes without saying that the Project’s future residents are human beings, and their health and safety must be subjected to CEQA’s safeguards.

The City has a duty to investigate issues relating to a project’s potential environmental impacts. (*See Cnty. Sanitation Dist. No. 2 v. Cnty. of Kern*, (2005) 127 Cal.App.4th 1544, 1597-98. [“[U]nder CEQA, the lead agency bears a burden to investigate potential environmental impacts.”].) The Project will have significant effects on indoor air quality and health risks by emitting formaldehyde that will expose future residents to cancer risks exceeding SCAQMD’s significance threshold for cancer risk of 10 per million. In light of this impact and the City’s lack of any evidence to the contrary, the Project does not qualify for the Infill Exemption and must undergo CEQA review before approval.

## **II. The Project does not qualify for CEQA’s Infill Exemption due to the Unusual Circumstances Exception.**

The Unusual Circumstances Exception (“Exception”) prohibits categorical exemptions where there is a “reasonable possibility” that a project will significantly impact the environment “due to unusual circumstances.” (14 CCR § 15300.2(c).) To determine whether the Exception applies, agencies examine (1) whether the project has some feature that distinguishes it from others in the exempt class, such as its size or location, and (2) whether there is a reasonable possibility of a significant environmental effect due to that unusual circumstance. (*Berkeley Hillside Preservation v. City of Berkeley* (2015) 60 Cal.4th 1086, 1098; *IBC Business Owners for Sensible Development v. City of Irvine* (2023) 88 Cal.App.5th 100, 132.) The California Supreme Court has held that “a party may establish an unusual circumstance with evidence that the project will have a **significant environmental effect**.” (*Berkeley Hillside Preservation*, 60 Cal.4th at 1105 [emph. added].) That evidence, if convincing, necessarily also establishes a reasonable possibility that the project will significantly affect the environment due to those unusual

circumstances. (*Id.*)

The close proximity of a project site to sensitive receptors is an unusual circumstance. Here, the closest sensitive receptors include existing single-family residences as close as 80 feet northeast of the Project site. (CE Memo at 14, 72; Ex. B at 3.) As a result of this unusual circumstance, the Project poses a dramatically higher cancer risk from DPM to neighboring sensitive receptors, as discussed by SWAPE. DPM cancer risks are highly dependent on proximity. This is very similar to the case of *Lewis v. Seventeenth Dist. Agric. Assn.* (1985) 165 Cal. App. 3d 823, 831, where the close proximity of residences to a proposed automobile racetrack was held to be an “unusual circumstance” precluding reliance on a CEQA exemption because the proximity created heightened noise impacts.

Additionally, as discussed above, we have submitted substantial evidence that the Project will have significant adverse impacts related to biological resources and air quality. The fact that these impacts will occur constitutes an unusual circumstance, thereby precluding the City’s reliance on the Exemption.

### CONCLUSION

The City cannot rely on a CEQA Infill Exemption because SAFER has provided substantial evidence showing that the Project will have significant adverse impacts related to biological resources, air quality, and indoor air quality. Therefore, SAFER respectfully requests that the City Council find that the Project does not qualify for the Exemption. The City instead must prepare an MND or EIR before Project approval.

Sincerely,



Hayley Uno  
LOZEAU DRURY LLP

# EXHIBIT A

Shawn Smallwood, PhD  
3108 Finch Street  
Davis, CA 95616

Rebecca L. Davis  
Lozeau | Drury LLP  
1939 Harrison St., Suite 150  
Oakland, CA 94612

28 August 2025

RE: Fontana Master Case No. 23-0101

Dear Ms. Davis,

I write to comment on potential impacts to biological resources that would result from development of the proposed Fontana Master Case No. 23-0101 project. I understand the project would add 163 residential units, 41 Americans with Disabilities Act Units and 5,000 sf of commercial space on 3.5 acres at the northeast corner of Sultana Ave and Foothill Blvd in Fontana, California. My comments that follow address my concern that the proposed Class-32 CEQA Categorical Exemption and the Exemption under AB 130 would be inappropriate, because the site is habitat for multiple special-status species, and there has been no analysis of potential impacts to wildlife due to habitat loss, interference with wildlife movement in the region and bird-window collision mortality.

My qualifications for preparing expert comments are the following. I hold a Ph.D. degree in Ecology from University of California at Davis, where I also worked as a post-graduate researcher in the Department of Agronomy and Range Sciences. My research has been on animal density and distribution, habitat selection, wildlife interactions with the anthrosphere, and conservation of rare and endangered species. I authored many papers on these and other topics. I served as Chair of the Conservation Affairs Committee for The Wildlife Society – Western Section. I am a member of The Wildlife Society and Raptor Research Foundation, and I've lectured part-time at California State University, Sacramento. I was Associate Editor of wildlife biology's premier scientific journal, The Journal of Wildlife Management, as well as of Biological Conservation, and I was on the Editorial Board of Environmental Management. I have performed wildlife surveys in California for thirty-seven years. My CV is attached.

### **THE WILDLIFE COMMUNITY AS A BIOLOGICAL RESOURCE**

Most environmental reviews pursuant to the California Environmental Quality Act (CEQA) focus on special-status species because CEQA's Checklist Evaluation of Environmental Impacts specifies that such evaluation includes potential impacts to special-status species. However, an important policy of CEQA is "to prevent the elimination of fish or wildlife species due to man's activities, insure that fish and wildlife populations do not drop below self-perpetuating levels, and preserve for future generations representations of all plant and animal communities and examples of the major periods of California history." Pub. Res. Code § 21001(c). This policy is not restricted to special-status species, but it also applies to wildlife populations and plant

and animal communities. In fact, the CEQA Guidelines Section 21155.1 defines wildlife habitat as “the ecological communities upon which wild animals, birds, plants, fish, amphibians, and invertebrates depend for their conservation and protection.” This definition is consistent with the scientific definition of habitat, which is that portion of the environment that is used by members of a species for survival and reproduction (Hall et al. 1997). An essential portion of the environment used by any special-status species is composed of the collection of other species of plants and wildlife, because these species are forage, provisioners of refugia and nest substrates, and ecological mutualists; no special-status species can exist in a vacuum of other wildlife. The CEQA Checklist Evaluation assigns priority to special-status species to balance information and cost, but it does not exclude the need to evaluate environmental impacts to other species, which, after all, are members of the very communities within which special-status species inter-depend for survival and reproduction.

All wildlife species should be of concern in a CEQA review, but the CEQA prioritizes special-status species. The species I consider to be special-status species are those listed in California’s Special Animals List inclusive of threatened and endangered species under the California and federal Endangered Species Acts, candidates for listing under CESA and FESA, California’s Fully Protected Species, California species of special concern, and California’s Taxa to Watch List (<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=109406>), continental and region-specific US Fish and Wildlife Service Birds of Conservation Concern (<https://www.fws.gov/sites/default/files/documents/birds-of-conservation-concern-2021.pdf>), and naturally rare species such as raptors protected by California’s Birds of Prey laws, Fish and Game Code Sections 3503, 3503.5, 3505 and 3513 (see <https://wildlife.ca.gov/Conservation/Birds/Raptors>).

What follows is a summary of a site visit to detect as many of the species of wildlife as possible within the short time available. The survey was also intended to detect as many of the special-status species as possible, but with the understanding that most special-status species are less readily detectable due to rarity and crypticity. Nonetheless, the species detected can indicate the ecological integrity of the site and thus the likelihood of occurrence of special-status species not yet detected.

## **SITE VISIT**

On my behalf, Noriko Smallwood, a wildlife biologist with a Master of Science Degree from California State University Los Angeles, visited the site of the proposed project for 3 hours from 06:16 to 09:16 hours on 15 August 2025, AND for 1.83 hours of diurnal survey from 18:04 to 19:54 hours and 1.67 hours of nocturnal survey from 19:25 to 21:05 hours on 19 August 2025. During daylight, Noriko walked the site’s perimeter where accessible, stopping to scan for wildlife with use of binoculars. At night, Noriko strapped a Petterson M500 acoustic bat detector to a 30-foot pole, and cabled the detector to her computer, which ran Sonobat Live. Sonobat Live identifies bats to species based on the bats’ sonograms that are detected by the M500. Noriko recorded all species of vertebrate wildlife she detected, including those whose members flew over the site or were seen just off the site. Animals of uncertain species identity were either recorded to the Genus or higher taxonomic level.

Conditions were cloudy with no wind and temperatures of 62-70° F on 15 August 2025. On 19 August 2025, conditions were sunny with 12 MPH west wind and temperatures of 89-84° F during the diurnal survey, and clear with 7 MPH west wind and temperatures of 84-78° F during the nocturnal survey. The site is primarily annual grassland that appears to be mowed periodically, with eucalyptus, willow, rosemary, and other ornamental plants and trees along the western and northern borders (Photos 1 and 2).

Noriko saw American kestrel and Cooper’s hawk (Photos 3 and 4), Allen’s hummingbird and Anna’s hummingbird (Photos 5 and 6), white-faced ibis (Photo 7), lesser goldfinch and house finch (Photos 8 and 9), common raven (Photo 10), Cassin’s kingbird and black phoebe (Photos 11 and 12), Eurasian collared-dove and mourning dove (Photos 13 and 14), northern mockingbird and western side-blotched lizard (Photos 15 and 16), Great Basin fence lizard (Photo 17), monarch (Photos 18 and 19), desert cottontail (Photo 20), canyon bat (Photos 21 and 24), California ground squirrel and house cat (Photos 22 and 23), and possible western red bat (Photo 25), among the other species listed in Table 1. Noriko detected 23 species of vertebrate wildlife at or adjacent to the project site, including six or seven species with special status as well as Monarch, which is a candidate for listing under the federal Endangered Species Act (Table 1).



**Photos 1 and 2.** Views of the project site, 15 August 2025. Photos by Noriko Smallwood.

**Photos 3 and 4.** American kestrel (top), and American kestrel harassing a Cooper's hawk (bottom) on the project site, 15 and 19 August 2025. Photos by Noriko Smallwood.





**Photos 5 and 6.** Allen's hummingbird (left), and Anna's hummingbird (right) on the project site, 15 August 2025. Photos by Noriko Smallwood.



**Photo 7.** White-faced ibis flying over the project site, 15 August 2025. Photo by Noriko Smallwood.



**Photos 8 and 9.** Lesser goldfinch (left), and house finch (right) just off the project site, 19 and 15 August 2025. Photos by Noriko Smallwood.



**Photo 10.** Common ravens on the project site, 19 August 2025. Photo by Noriko Smallwood.



**Photos 11 and 12.** Cassin's kingbird (left), and black phoebe (right) on the project site, 15 August 2025. Photos by Noriko Smallwood.



**Photos 13 and 14.** Eurasian collared-dove just off the project site (left), and mourning dove on the project site (right), 19 and 15 August 2025. Photos by Noriko Smallwood.



**Photos 15, 16, and 17.** Northern mockingbird (top left), western side-blotched lizard (top right), and Great Basin fence lizard (bottom) on the project site, 19 August 2025. Photos by Noriko Smallwood.



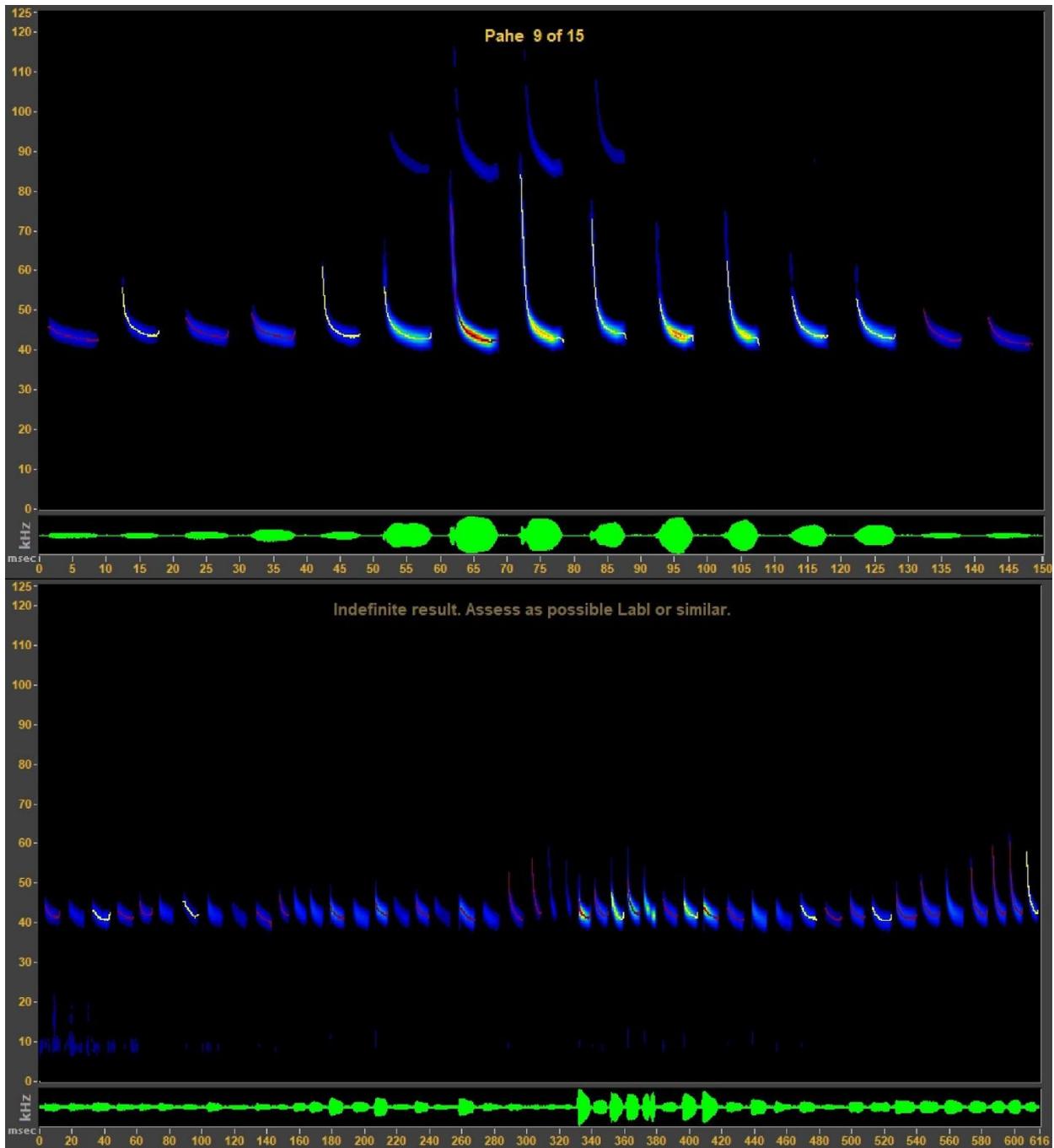
**Photos 18 and 19.** Monarchs on the project site, 19 August 2025. Photos by Noriko Smallwood. The Monarch is a candidate for listing as threatened or endangered under the federal Endangered Species Act.



**Photos 20 and 21.** Desert cottontail (left), and canyon bat (right) on the project site, 15 and 19 August 2025. Photos by Noriko Smallwood.



**Photos 22 and 23.** House cat (bottom) hunting a California ground squirrel (top) just off the project site, 15 August 2025. Photos by Noriko Smallwood.



**Photos 24 and 25.** Sonograms of canyon bat (top) and possible western red bat (bottom) detected on site using Sonobat Live and a Pettersson M500, 19 August 2025.

**Table 1.** Species of wildlife Noriko observed during 3 hours of diurnal survey on 15 August 2025, and 1.83 hours of diurnal survey and 1.67 hours of nocturnal survey on 19 August 2025.

| Common name                  | Species name                            | Status <sup>1</sup> | Notes   |
|------------------------------|---|---------------------|---|
| Monarch                      | <i>Danaus plexippus</i>                 | FC                  | 3 observed on site  |
| Great Basin fence lizard     | <i>Sceloporus occidentalis longipes</i> |                     | Multiple juveniles  |
| Western side-blotched lizard | <i>Uta stansburiana elegans</i>         |                     | Multiple juveniles  |
| Rock pigeon                  | <i>Columba livia</i>                    | Non-native          | Many  |
| Eurasian collared-dove       | <i>Streptopelia decaocto</i>            | Non-native          | Just off site   |
| Mourning dove                | <i>Zenaida macroura</i>                 |                     |   |
| Anna's hummingbird           | <i>Calypte anna</i>                     |                     | Foraged, territorial                                      |
| Allen's hummingbird          | <i>Selasphorus sasin</i>                | BCC                 | Foraged, territorial                                      |
| White-faced ibis             | <i>Plegadis chihi</i>                   | WL                  | Flew over   |
| Northern harrier             | <i>Circus cyaneus</i>                   | BCC, SSC3, BOP      | Flew over just off site                                   |
| Cooper's hawk                | <i>Accipiter cooperii</i>               | WL, BOP             | Pair, hunted over site, harassed by AMKE                  |
| American kestrel             | <i>Falco sparverius</i>                 | BOP                 | Hunted over site, harassed COHA                           |
| Cassin's kingbird            | <i>Tyrannus vociferans</i>              |                     | Flew over   |
| Black phoebe                 | <i>Sayornis nigricans</i>               |                     | Foraged   |
| Common raven                 | <i>Corvus corax</i>                     |                     |   |
| Northern mockingbird         | <i>Mimus polyglottos</i>                |                     |   |
| House finch                  | <i>Haemorphous mexicanus</i>            |                     | Juveniles   |
| Lesser goldfinch             | <i>Spinus psaltria</i>                  |                     |   |
| Canyon bat                   | <i>Parastrellus hesperus</i>            | WBWG: M             | Detected using Sonobat Live and Pettersson M500           |
| Western red bat              | <i>Lasiurus blossevillii</i>            | SSC, WBWG: H        | Possible, detected using Sonobat Live and Pettersson M500 |
| Desert cottontail            | <i>Sylvilagus audubonii</i>             |                     | One observed on site                                      |
| California ground squirrel   | <i>Otospermophilus beecheyi</i>         |                     | Hunted by house cat                                       |
| House cat                    | <i>Felis catus</i>                      | Non-native          | Hunted ground squirrels                                   |
| Botta's pocket gopher        | <i>Thomomys bottae</i>                  |                     | Burrows   |

<sup>1</sup> Listed on CDFW's Special Animals List (<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=109406>) as FC = federal candidate for listing; BCC = U.S. Fish and Wildlife Service's Bird of Conservation Concern (<https://www.fws.gov/sites/default/files/documents/birds-of-conservation-concern-2021.pdf>); SSC = California Species of Special Concern, and SSC1, SSC2 and SSC3 = California Bird Species of Special Concern priorities 1, 2 and 3, respectively); WL = CDFW's Taxa to Watch List; WBWG = Western Bat Working Group with priority rankings, of low (L), moderate (M), and high (H); BOP = protected by Birds of Prey (California Fish and Game Code 3503.5, see <https://wildlife.ca.gov/Conservation/Birds/Raptors>).

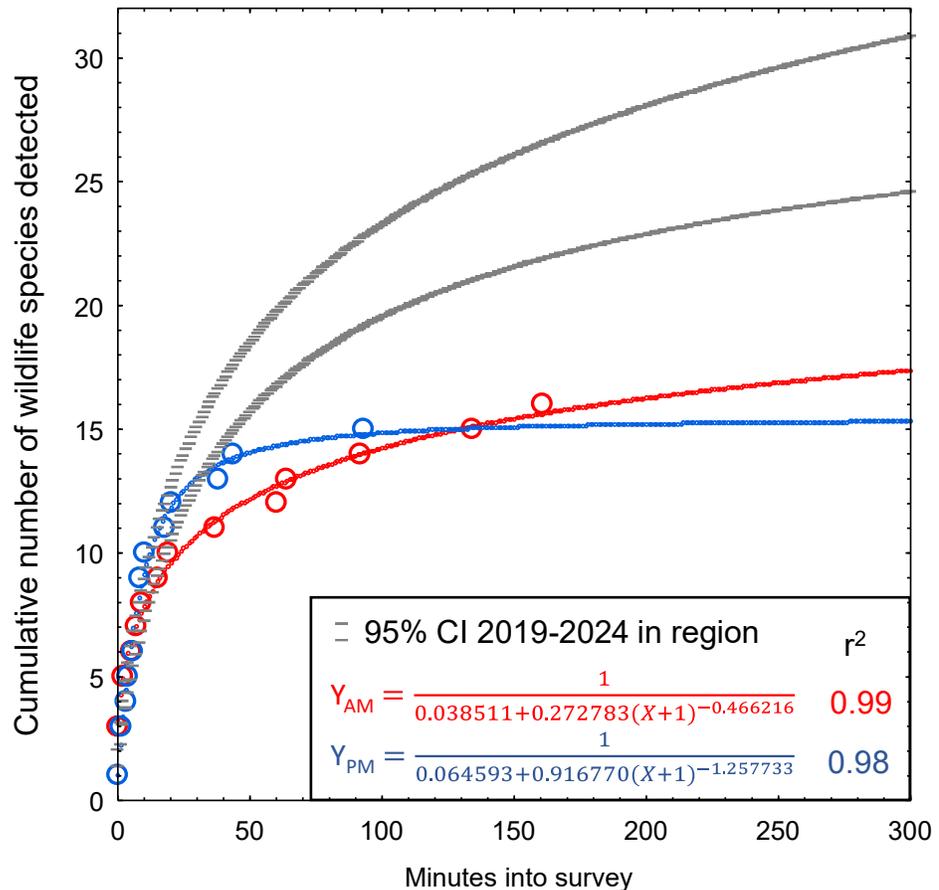
Noriko Smallwood certifies that the foregoing and following survey results are true and accurately reported.

Noriko Smallwood  
 Noriko Smallwood

### ANALYSIS OF RECONNAISSANCE SURVEY DATA

Noriko detected 23 species of vertebrate wildlife, which was a typical number for the brevity of her survey effort. However, the species of wildlife Noriko detected at the project site were not the only species that were present during her surveys, as there are always species that are not detected. To demonstrate this, I fit nonlinear regression models to Noriko’s cumulative numbers of vertebrate species detected with time into her daytime surveys to predict the number of species that she would have detected with longer surveys or perhaps with additional biologists available to assist her. The type of model is a logistic growth model, which reaches an asymptote that corresponds with the theoretical maximum number of vertebrate wildlife species that could have been detected during the survey. The model fit to Noriko’s survey data from the morning of 15 August, for example, predicts 26 species of vertebrate wildlife were available to be detected, or 10 more species than she detected that morning (Figure 1).

**Figure 1.** Actual and predicted relationships between the numbers of vertebrate wildlife species detected and the elapsed survey time based on Noriko’s visual-scan surveys on 15 and 19 August 2025.



Unknown are the identities of the species Noriko missed, but the species that Noriko did and did not detect on 15 and 19 August 2025 composed only a fraction of the species that would occur at the project site over the period of a year or longer. This is because many species are seasonal in their occurrence, some require more survey effort because they are highly cryptic, and the members of other species would visit the site only periodically while patrolling large home ranges. A survey on only one or two days cannot possibly detect all of the species of the local wildlife community.

At least a year's worth of surveys would be needed to more accurately report the number of vertebrate species that occur at the project site, but I only have Noriko's two surveys. However, by use of an analytical bridge, a modeling effort applied to a large, robust data set from a research site can predict the number of vertebrate wildlife species that likely make use of the site over the longer term. This analytical bridge draws inference from the pattern of species detections more than it does from the research site, and I note that the pattern, i.e., rate, of species detections is consistent from site to site.

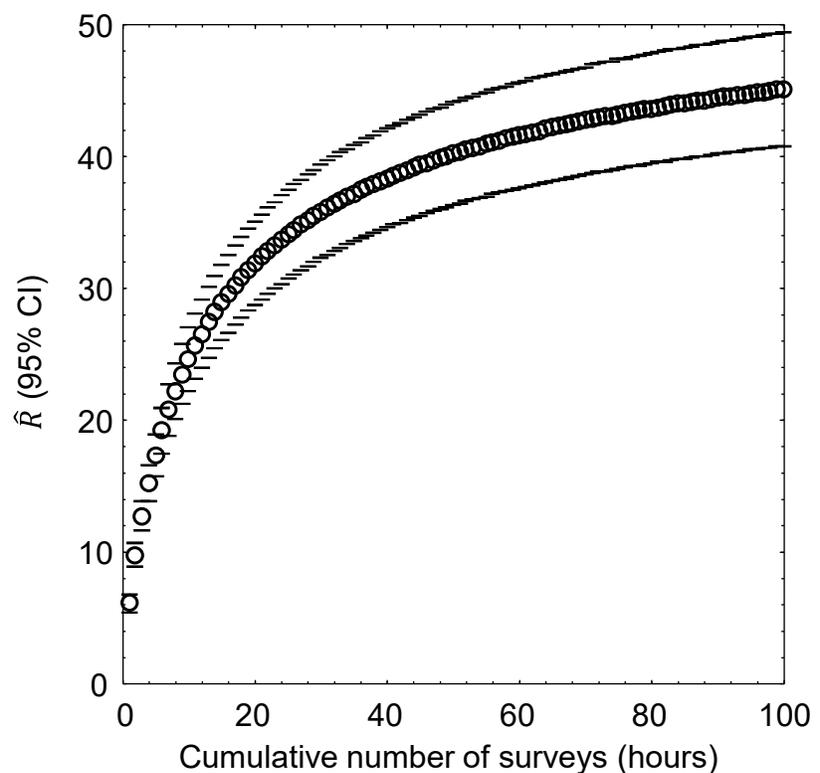
As part of my research, I completed a much larger survey effort across 167 km<sup>2</sup> of annual grasslands of the Altamont Pass Wind Resource Area, where from 2015 through 2019 I performed 721 1-hour visual-scan surveys, or 721 hours of surveys, at 46 stations. I used binoculars and otherwise the methods were the same as the methods I and other consulting biologists use for surveys at proposed project sites. At each of the 46 survey stations, I tallied new species detected with each sequential survey at that station, and then related the cumulative species detected to the hours (number of surveys, as each survey lasted 1 hour) used to accumulate my counts of species detected. I used combined quadratic and simplex methods of estimation in Statistica to estimate least-squares, best-fit nonlinear models of the number of cumulative species detected regressed on hours of survey (number of surveys) at the station:  $\hat{R} = \frac{1}{1/a + b \times (Hours)^c}$ , where  $\hat{R}$  represented cumulative species richness detected. The coefficients of determination,  $r^2$ , of the models ranged 0.88 to 1.00, with a mean of 0.97 (95% CI: 0.96, 0.98); or in other words, the models were excellent fits to the data.

I projected the predictions of each model to thousands of hours to find predicted asymptotes of wildlife species richness. The mean model-predicted asymptote of species richness was 57 after 11,857 hours of visual-scan surveys among the 46 stations of my research site. I also averaged model predictions of species richness at each incremental increase of number of surveys, i.e., number of hours (Figure 2). On average I would have detected 17 species over my first 4.83 hours of diurnal surveys at my research site in the Altamont Pass (4.83 hours to match the 4.83 hours Noriko surveyed during daylight hours at the project site), which composed 30% of the predicted total number of species I would detect with a much larger survey effort at the research site. Given the example illustrated in Figure 2, the 21 diurnally active species Noriko detected after her 4.83 hours of daylight survey at the project site likely represented 30% of the species to be detected after many more visual-scan surveys over another year or longer. With many more repeat surveys through the year, Noriko would likely detect  $21/0.30 = 70$  species of diurnally active vertebrate wildlife at the site. Assuming Noriko's ratio of special-status to non-special-status species was to hold through the detections of all 70

predicted species, then continued surveys would eventually detect 17 special-status species of diurnally active vertebrate wildlife.

Because my prediction of 70 species of vertebrate wildlife, including 17 special-status species, is derived from daytime visual-scan surveys, and would detect few nocturnal mammals such as bats, the true number of species composing the wildlife community of the site must be larger. Noriko’s reconnaissance surveys should serve only as a starting point toward characterization of the site’s wildlife community, but it certainly cannot alone inform of the inventory of species that use the site. More surveys are needed than her two surveys to produce an inventory the project site’s wildlife community. Nevertheless, the large number of species I predict at the project site is indicative of a relatively species-rich wildlife community that warrants a serious survey effort.

**Figure 2.** Mean (95% CI) predicted wildlife species richness,  $\hat{R}$ , as a nonlinear function of hour-long survey increments across 46 visual-scan survey stations across the Altamont Pass Wind Resource Area, Alameda and Contra Costa Counties, 2015–2019. Note that the location of the study is largely irrelevant to the utility of the graph to the interpretation of survey outcomes at the project site. It is the pattern in the data that is relevant, because the pattern is typical of the pattern seen elsewhere.



## EXISTING ENVIRONMENTAL SETTING

The first step in analysis of potential project impacts to biological resources is to accurately characterize the existing environmental setting, including the wildlife community and any key ecological relationships and known and ongoing threats to special-status species. A reasonably accurate characterization of the environmental setting can provide the baseline against which to analyze potential project impacts. For these reasons, characterization of the environmental setting, including the project site’s regional setting, is one of the CEQA’s essential analytical steps. Methods to achieve this first step typically include (1) surveys of the site for biological resources, and (2) reviews

of literature, databases and local experts for documented occurrences of special-status species. In the case of the proposed project, these required steps remain incomplete and misleading.

### **Environmental Setting informed by Field Surveys**

To the CEQA's primary objective to disclose potential environmental impacts of a proposed project, the analysis should be informed of which biological species are known to occur at the proposed project site, which special-status species are likely to occur, as well as the limitations of the survey effort directed to the site. Analysts need this information to characterize the environmental setting as a basis for opining on, or predicting, potential project impacts to biological resources. In the case of this project, however, no analysts obtained the information needed to accurately predict impacts to wildlife.

As far as I can determine, no wildlife survey of any kind has been completed on the project site. Therefore, the City of Fontana possesses no basis for determining whether the project site provides habitat to wildlife including special-status species of wildlife.

### **Environmental Setting informed by Desktop Review**

The purpose of literature and database reviews and of consulting with local experts is to inform the field survey, and to augment interpretation of its outcome. Analysts need this information to identify which species are known to have occurred at or near the project site, and to identify which other special-status species could conceivably occur at the site due to geographic range overlap and migration flight paths. In the case of this project, the desktop review was incomplete, and the review that was completed was distorted to minimize the likelihoods of occurrence of special-status species.

As far as I can determine, no desktop review has been completed to assess the occurrence likelihoods of special-status species of wildlife on the project site.

In my assessment based on a database review and site visits, 137 special-status species of wildlife are known to occur near enough to the site to warrant analysis of occurrence potential (Table 2). Of these 137 species, 7 were recorded on or just off the project site, and another 12 (9%) species have been documented within 1.5 miles of the site (Very close), another 36 (26%) within 1.5 and 4 miles (Nearby), and another 70 (51%) within 4 to 30 miles (In region). Almost half of the species in Table 2 have been reportedly seen within 4 miles of the project site. The site therefore supports at least seven special-status species of wildlife and carries the potential for supporting many more special-status species of wildlife based on the proximities of recorded occurrences.

**Table 2.** Occurrence likelihoods of special-status bird species at or near the proposed project site, according to eBird/iNaturalist records (<https://eBird.org>, <https://www.inaturalist.org>) and on-site survey findings, where ‘Very close’ indicates within 1.5 miles of the site, “nearby” indicates within 1.5 and 4 miles, and “in region” indicates within 4 and 30 miles, and ‘in range’ means the species’ geographic range overlaps the site. Entries in bold font identify species detected by Noriko Smallwood during her site visit.

| <b>Common name</b>            | <b>Species name</b>                        | <b>Status<sup>1</sup></b> | <b>Occurrences in data base records, Site visits</b> |
|-------------------------------|--|---------------------------|--|
| Vernal pool fairy shrimp      | <i>Branchinecta lynchi</i>                 | FT                        | In region  |
| San Diego fairy shrimp        | <i>Branchinecta sandiegonensis</i>         | FE                        | In region  |
| Riverside fairy shrimp        | <i>Streptocephalus woottoni</i>            | FE                        | In region  |
| Delhi sands flower-loving fly | <i>Rhaphiomidas terminatus abdominalis</i> | FE                        | In region  |
| Monarch                       | <i>Danaus plexippus</i>                    | FC                        | Very close/ <b>On site</b>                           |
| Crotch’s bumble bee           | <i>Bombus crotchii</i>                     | CCE                       | Nearby   |
| Western spadefoot             | <i>Spea hammondi</i>                       | FC, SSC                   | In region  |
| Western pond turtle           | <i>Emys marmorata</i>                      | FC, SSC                   | In region  |
| Blainville’s horned lizard    | <i>Phrynosoma blainvillii</i>              | SSC                       | Nearby   |
| Orange-throated whiptail      | <i>Aspidoscelis hyperythra</i>             | WL                        | In region  |
| Coastal whiptail              | <i>Aspidoscelis tigris stejnegeri</i>      | SSC                       | In region  |
| San Diegan legless lizard     | <i>Anniella stebbinsi</i>                  | SSC                       | Very close   |
| California glossy snake       | <i>Arizona elegans occidentalis</i>        | SSC                       | In region  |
| Coast patch-nosed snake       | <i>Salvadora hexalepis virgultea</i>       | SSC                       | In region  |
| Two-striped gartersnake       | <i>Thamnophis hammondi</i>                 | SSC                       | In region  |
| South coast gartersnake       | <i>Thamnophis sirtalis pop. 1</i>          | SSC                       | In region  |
| Red-diamond rattlesnake       | <i>Crotalus ruber</i>                      | SSC                       | Nearby   |
| Brant                         | <i>Branta bernicla</i>                     | SSC <sub>2</sub>          | In region  |
| Cackling goose (Aleutian)     | <i>Branta hutchinsii leucopareia</i>       | WL                        | In region  |
| Redhead                       | <i>Aythya americana</i>                    | SSC <sub>2</sub>          | Nearby   |
| Western grebe                 | <i>Aechmophorus occidentalis</i>           | BCC                       | Nearby   |
| Clark’s grebe                 | <i>Aechmophorus clarkii</i>                | BCC                       | Nearby   |
| Western yellow-billed cuckoo  | <i>Coccyzus americanus occidentalis</i>    | FT, CE                    | In region  |
| Black swift                   | <i>Cypseloides niger</i>                   | SSC <sub>3</sub> , BCC    | In region  |
| Vaux’s swift                  | <i>Chaetura vauxi</i>                      | SSC <sub>2</sub>          | Nearby   |
| Calliope hummingbird          | <i>Selasphorus calliope</i>                | BCC                       | In region  |
| Rufous hummingbird            | <i>Selasphorus rufus</i>                   | BCC                       | Very close   |

| <b>Common name</b>       | <b>Species name</b>               | <b>Status<sup>1</sup></b> | <b>Occurrences in data base records, Site visits</b> |
|--------------------------|-----------------------------------|---------------------------|--|
| Allen's hummingbird      | <i>Selasphorus sasin</i>          | BCC                       | Very close/ <b>On site</b>                           |
| Mountain plover          | <i>Charadrius montanus</i>        | SSC2, BCC                 | In region  |
| Snowy plover             | <i>Charadrius nivosus</i>         | BCC                       | In region  |
| Western snowy plover     | <i>Charadrius nivosus nivosus</i> | FT, SSC                   | In region  |
| Long-billed curlew       | <i>Numenius americanus</i>        | WL                        | In region  |
| Marbled godwit           | <i>Limosa fedoa</i>               | BCC                       | In region  |
| Red knot (Pacific)       | <i>Calidris canutus</i>           | BCC                       | In region  |
| Pectoral sandpiper       | <i>Calidris melanotos</i>         | BCC                       | In region  |
| Short-billed dowitcher   | <i>Limnodromus griseus</i>        | BCC                       | In region  |
| Lesser yellowlegs        | <i>Tringa flavipes</i>            | BCC                       | Nearby   |
| Willet                   | <i>Tringa semipalmata</i>         | BCC                       | In region  |
| Laughing gull            | <i>Leucophaeus atricilla</i>      | WL                        | In region  |
| Franklin's gull          | <i>Leucophaeus pipixcan</i>       | BCC                       | In region  |
| Heermann's gull          | <i>Larus heermanni</i>            | BCC                       | In region  |
| Western gull             | <i>Larus occidentalis</i>         | BCC                       | In region  |
| California gull          | <i>Larus californicus</i>         | BCC, WL                   | Very close   |
| California least tern    | <i>Sternula antillarum browni</i> | FE, CE, CFP               | In region  |
| Black tern               | <i>Chlidonias niger</i>           | SSC2, BCC                 | In region  |
| Elegant tern             | <i>Thalasseus elegans</i>         | BCC, WL                   | In region  |
| Black skimmer            | <i>Rynchops niger</i>             | BCC, SSC3                 | In region  |
| Common loon              | <i>Gavia immer</i>                | SSC                       | In region  |
| Double-crested cormorant | <i>Phalacrocorax auritus</i>      | WL                        | Nearby   |
| American white pelican   | <i>Pelicanus erythrorhynchos</i>  | SSC1                      | Nearby   |
| Least bittern            | <i>Ixobrychus exilis</i>          | SSC2                      | In region  |
| White-faced ibis         | <i>Plegadis chihi</i>             | WL                        | Nearby/ <b>On site</b>                               |
| Turkey vulture           | <i>Cathartes aura</i>             | BOP                       | Very close   |
| Osprey                   | <i>Pandion haliaetus</i>          | WL, BOP                   | Nearby   |
| White-tailed kite        | <i>Elanus leucurus</i>            | CFP, BOP                  | In region  |
| Golden eagle             | <i>Aquila chrysaetos</i>          | BGEPA, CFP, BOP, WL       | Nearby   |
| Northern harrier         | <i>Circus cyaneus</i>             | BCC, SSC3, BOP            | Nearby/ <b>Just off site</b>                         |
| Sharp-shinned hawk       | <i>Accipiter striatus</i>         | WL, BOP                   | Very close   |

| <b>Common name</b>             | <b>Species name</b>               | <b>Status<sup>1</sup></b>        | <b>Occurrences in data base records, Site visits</b> |
|--------------------------------|-----------------------------------|----------------------------------|--|
| Cooper's hawk                  | <i>Accipiter cooperii</i>         | WL, BOP                          | Very close/ <b>On site</b>                           |
| Bald eagle                     | <i>Haliaeetus leucocephalus</i>   | CE, BGEPA, BOP                   | Nearby   |
| Red-shouldered hawk            | <i>Buteo lineatus</i>             | BOP                              | Very close   |
| Swainson's hawk                | <i>Buteo swainsoni</i>            | CT, BOP                          | Nearby   |
| Red-tailed hawk                | <i>Buteo jamaicensis</i>          | BOP                              | Very close   |
| Ferruginous hawk               | <i>Buteo regalis</i>              | WL, BOP                          | Very close   |
| Zone-tailed hawk               | <i>Buteo albonotatus</i>          | BOP                              | In region  |
| Harris' hawk                   | <i>Parabuteo unicinctus</i>       | WL, BOP                          | In region  |
| Rough-legged hawk              | <i>Buteo lagopus</i>              | BOP                              | In region  |
| American barn owl              | <i>Tyto furcata</i>               | BOP                              | Nearby   |
| Western screech-owl            | <i>Megascops kennicotti</i>       | BOP                              | In region  |
| Great horned owl               | <i>Bubo virginianus</i>           | BOP                              | Very close   |
| Burrowing owl                  | <i>Athene cunicularia</i>         | BCC, CCE, SSC <sub>2</sub> , BOP | Nearby   |
| Long-eared owl                 | <i>Asio otus</i>                  | BCC, SSC <sub>3</sub> , BOP      | In region  |
| Short-eared owl                | <i>Asia flammeus</i>              | BCC, SSC <sub>3</sub> , BOP      | In region  |
| Lewis's woodpecker             | <i>Melanerpes lewis</i>           | BCC                              | In region  |
| Nuttall's woodpecker           | <i>Picoides nuttallii</i>         | BCC                              | Nearby   |
| American kestrel               | <i>Falco sparverius</i>           | BOP                              | Very close/ <b>On site</b>                           |
| Merlin                         | <i>Falco columbarius</i>          | WL, BOP                          | Nearby   |
| Peregrine falcon               | <i>Falco peregrinus</i>           | BOP                              | Very close   |
| Prairie falcon                 | <i>Falco mexicanus</i>            | WL, BOP                          | Nearby   |
| Olive-sided flycatcher         | <i>Contopus cooperi</i>           | BCC, SSC <sub>2</sub>            | Nearby   |
| Willow flycatcher              | <i>Empidonax trailii</i>          | CE                               | Nearby   |
| Southwestern willow flycatcher | <i>Empidonax traillii extimus</i> | FE, CE                           | In region  |
| Vermilion flycatcher           | <i>Pyrocephalus rubinus</i>       | SSC <sub>2</sub>                 | Nearby   |
| Least Bell's vireo             | <i>Vireo bellii pusillus</i>      | FE, CE                           | Nearby   |
| Loggerhead shrike              | <i>Lanius ludovicianus</i>        | SSC <sub>2</sub>                 | Nearby   |
| Oak titmouse                   | <i>Baeolophus inornatus</i>       | BCC                              | Nearby   |
| California horned lark         | <i>Eremophila alpestris actia</i> | WL                               | Nearby   |
| Bank swallow                   | <i>Riparia riparia</i>            | CT                               | In region  |
| Purple martin                  | <i>Progne subis</i>               | SSC <sub>2</sub>                 | Nearby   |

| <b>Common name</b>                         | <b>Species name</b>                  | <b>Status<sup>1</sup></b> | <b>Occurrences in data base records, Site visits</b> |
|--|--------------------------------------|---------------------------|--|
| Wrentit                                    | <i>Chamaea fasciata</i>              | BCC                       | Nearby   |
| California gnatcatcher                     | <i>Polioptila c. californica</i>     | FT, SSC2                  | Nearby   |
| California thrasher                        | <i>Toxostoma redivivum</i>           | BCC                       | Nearby   |
| Cassin's finch                             | <i>Haemorhous cassinii</i>           | BCC                       | In region  |
| Lawrence's goldfinch                       | <i>Spinus lawrencei</i>              | BCC                       | Very close   |
| Grasshopper sparrow                        | <i>Ammodramus savannarum</i>         | SSC2                      | In region  |
| Black-chinned sparrow                      | <i>Spizella atrogularis</i>          | BCC                       | Nearby   |
| Gray-headed junco                          | <i>Junco hyemalis caniceps</i>       | WL                        | In region  |
| Bell's sparrow                             | <i>Amphispiza b. belli</i>           | WL                        | In region  |
| Oregon vesper sparrow                      | <i>Poocetes gramineus affinis</i>    | SSC2                      | In range   |
| Southern California rufous-crowned sparrow | <i>Aimophila ruficeps canescens</i>  | WL                        | Nearby   |
| Yellow-breasted chat                       | <i>Icteria virens</i>                | SSC3                      | Nearby   |
| Yellow-headed blackbird                    | <i>Xanthocephalus xanthocephalus</i> | SSC3                      | Nearby   |
| Bullock's oriole                           | <i>Icterus bullockii</i>             | BCC                       | Very close   |
| Tricolored blackbird                       | <i>Agelaius tricolor</i>             | CT, BCC, SSC1             | In region  |
| Lucy's warbler                             | <i>Leiothlypis luciae</i>            | SSC3                      | In region  |
| Virginia's warbler                         | <i>Leiothlypis virginiae</i>         | WL, BCC                   | In region  |
| Prothonotary warbler                       | <i>Protonotaria citrea</i>           | BCC                       | Nearby   |
| Prairie warbler                            | <i>Setophaga discolor</i>            | BCC                       | In region  |
| Yellow warbler                             | <i>Setophaga petechia</i>            | SSC2                      | Nearby   |
| Summer tanager                             | <i>Piranga rubra</i>                 | SSC1                      | In region  |
| Little brown bat                           | <i>Myotis lucifugus</i>              | WBWG: M                   | In range   |
| Yuma myotis                                | <i>Myotis yumanensis</i>             | WBWG: LM                  | In region  |
| Long-eared myotis                          | <i>Myotis evotis</i>                 | WBWG: M                   | In region  |
| Fringed myotis                             | <i>Myotis thysanodes</i>             | WBWG: H                   | In range   |
| Long-legged myotis                         | <i>Myotis volans</i>                 | WBWG: H                   | In range   |
| California myotis                          | <i>Myotis californicus</i>           | WBWG:L                    | In region  |
| Small-footed myotis                        | <i>Myotis ciliolabrum</i>            | WBWG: M                   | In region  |
| Canyon bat                                 | <i>Parastrellus hesperus</i>         | WBWG: M                   | In region/ <b>On site</b>                            |
| Big brown bat                              | <i>Episticus fuscus</i>              | WBWG: L                   | In region  |

| <b>Common name</b>                  | <b>Species name</b>                        | <b>Status<sup>1</sup></b> | <b>Occurrences in data base records, Site visits</b> |
|-------------------------------------|--|---------------------------|--|
| Silver-haired bat                   | <i>Lasionycteris noctivagans</i>           | WBWG: M                   | In range   |
| Hoary bat                           | <i>Lasiurus cinereus</i>                   | WBWG: M                   | In region  |
| Western red bat                     | <i>Lasiurus blossevillii</i>               | SSC, WBWG: H              | In region/ <b>Possible on site</b>                   |
| Western yellow bat                  | <i>Lasiurus xanthinus</i>                  | SSC, WBWG: H              | In region  |
| Spotted bat                         | <i>Euderma maculatum</i>                   | SSC, WBWG: H              | In range   |
| Townsend's big-eared bat            | <i>Corynorhinus townsendii</i>             | SSC, WBWG: H              | In region  |
| Pallid bat                          | <i>Antrozous pallidus</i>                  | SSC, WBWG: H              | In range   |
| Mexican free-tailed bat             | <i>Tadarida brasiliensis</i>               | WBWG: L                   | In region  |
| Pocketed free-tailed bat            | <i>Nyctinomops femorosaccus</i>            | SSC, WBWG: M              | In range   |
| Western mastiff bat                 | <i>Eumops perotis</i>                      | SSC, WBWG: H              | In range   |
| San Diego black-tailed jackrabbit   | <i>Lepus californicus bennettii</i>        | SSC                       | In region  |
| Northwestern San Diego pocket mouse | <i>Chaetodipus fallax fallax</i>           | SSC                       | In region  |
| Pallid San Diego pocket mouse       | <i>Chaetodipus fallax pallidus</i>         | SSC                       | In range   |
| Stephens' kangaroo rat              | <i>Dipodomys stephensi</i>                 | FE, CT                    | In region  |
| Los Angeles pocket mouse            | <i>Perognathus longimembris brevinasus</i> | SSC                       | In region  |
| San Diego Bryant's woodrat          | <i>Neotoma bryanti</i>                     | SSC                       | In region  |
| Southern grasshopper mouse          | <i>Onychomys torridus ramona</i>           | SSC                       | In range   |
| American badger                     | <i>Taxidea taxus</i>                       | SSC                       | In region  |

<sup>1</sup> Listed on CDFW's Special Animals List (<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=109406>) as FT or FE = federal threatened or endangered; FC = federal candidate for listing; BGEPA = Bald and Golden Eagle Protection Act; CT or CE = California threatened or endangered; CCT or CCE = Candidate California threatened or endangered; CFP = California Fully Protected (California Fish and Game Code 3511); SSC = California Species of Special Concern, and SSC1, SSC2 and SSC3 = California Bird Species of Special Concern priorities 1, 2 and 3, respectively); WL = CDFW's Taxa to Watch List; WBWG = Western Bat Working Group with priority rankings, of low (L), moderate (M), and high (H); BCC = U.S. Fish and Wildlife Service's Bird of Conservation Concern (<https://www.fws.gov/sites/default/files/documents/birds-of-conservation-concern-2021.pdf>); and BOP = protected by Birds of Prey (California Fish and Game Code 3503.5, see <https://wildlife.ca.gov/Conservation/Birds/Raptors>).

## **On the Presence of Special-status Species of Wildlife**

There is no doubt that at least seven special-status species of wildlife occur on the project site, including the Monarch which is a candidate for listing under the federal Endangered Species Act. Modeling the rate of species detections during Noriko's survey, and analytically bridging Noriko's survey results to a larger research effort, predicts 17 special-status species of vertebrate wildlife should be detectable on the project site after a larger survey effort conducted over the period of a year or longer. Indeed, species occurrence records reveal that 19 special-status species of vertebrate wildlife have been detected within 1.5 miles of the site, and 48 special-status species of vertebrate wildlife have been detected within four miles of the site. The evidence is overwhelming that the project site provides habitat to multiple special-status species of wildlife.

Considering Noriko's observations of at least seven special-status species, and the occurrence records of multiple other special-status species very close to the project site the project site is habitat as defined in the scientific literature (Hall et al. 1997). These species are using the site for migration stopover, survival, and likely for reproduction. These species are members of a larger wildlife community, the entire composition of which has yet to be characterized but which undoubtedly adds to the habitat value of the project site. Therefore, the proposed Class-32 CEQA Categorical Exemption and the Exemption under AB 130 would be inappropriate, and at least a fair argument can be made for the need to prepare an EIR to appropriately characterize the wildlife community as an important part of the existing environmental setting.

## **BIOLOGICAL IMPACTS ASSESSMENT**

In the following, I analyze several types of impacts likely to result from the project, none of which are analyzed by the City of Fontana.

### **REDUCED PRODUCTIVE CAPACITY FROM HABITAT LOSS**

Habitat loss results in a reduced productive capacity of affected wildlife species. The site is proven to serve as habitat to at least 23 species of vertebrate wildlife which Noriko observed on the site, but the number of avian nest sites remains unknown. Because Noriko's survey was only a reconnaissance survey and therefore unsuitable for detecting all bird nests on the site, estimating total nest density of birds was not possible. The alternative method would be to infer productive capacity from estimates of total nest density elsewhere. Noriko has completed several studies to estimate total avian nest density in similar environments in the local area.

Noriko estimated 5.56 nests/acre on a 3.6-acre site of ruderal grassland bordering a woodland strip in Murrieta, and 1.86 nests/acre on another 4.83-acre grassland site bordering a strip of woodland in Murietta. The average of the above two estimates is 3.71 nests/acre. This density applied to the 3.5 acres of the project site would predict 13 nest sites. Assuming 1.39 broods per nest site based on a review of 322 North American bird species, which averaged 1.39 broods per year, then I estimate 18 nest attempts per

year on the project site. Assuming Young's (1948) study site typifies bird productivity of 2.9 fledged birds per nest attempt, then I predict 52 fledglings/year at the project site.

The loss of 13 nest sites and 18 nest attempts per year would qualify as significant impacts that have not been analyzed by the City of Fontana. But the impacts would not end with the immediate loss of nest sites. The reproductive capacity of the site would be lost. The project would prevent the production of 52 fledglings per year. Assuming an average bird generation time of 4 years, the lost capacity of both breeders and annual fledgling production can be estimated from an equation in Smallwood (2022):  $\{(nests/year \times chicks/nest \times number\ of\ years) + (2\ adults/nest \times nests/year) \times (number\ of\ years \div years/generation)\} \div (number\ of\ years) = 59\ birds\ per\ year\ denied\ to\ California.$

The loss of 59 birds per year would be a loss of significant habitat value that is currently provided by the project site. Most if not all these birds are protected by the federal Migratory Bird Treaty Act and by California's Migratory Bird Protection Act, both of which are intended to most strongly protect breeding migratory birds. The loss of this many birds would easily qualify as an unmitigated significant impact.

## **INTERFERENCE WITH WILDLIFE MOVEMENT**

One of CEQA's principal concerns regarding potential project impacts is whether a proposed project would interfere with wildlife movement in the region. The species Noriko detected on the project site had at some point moved to the site, and in fact members of some of these species were in flight when she detected them. At minimum, the project site provides wildlife with stopover opportunities during migration or dispersal of young. However, the City of Fontana has provided no reporting on any analysis of whether and how the project would interfere with wildlife movement in the region.

## **BIRD-WINDOW COLLISION MORTALITY**

The project would introduce glass windows into an essential portion of avian habitat – that portion of the gaseous atmosphere that is referred to as the aerosphere (Davy et al. 2017, Diehl et al. 2017). The aerosphere is where birds and bats and other volant animals with wings migrate, disperse, forage, perform courtship and where some of them mate. Birds are some of the many types of animals that evolved wings as a morphological adaptation to thrive by moving through the medium of the aerosphere. The aerosphere is habitat, to which an entire discipline of ecology has emerged to study this essential aspect of habitat – the discipline of aeroecology (Kunz et al. 2008).

Many special-status species of birds have been recorded at or near the aerosphere of the project site. My database review and Noriko's site visit indicate there are 95 special-status species of birds with potential to use the site's aerosphere (Table 2). All the birds represented in Table 2 can quickly fly from wherever they have been documented to the project site, so they would all be within brief flights to the proposed project's windows. And Noriko confirmed 22 species on the project site, some of them flying across the site.

Window collisions are often characterized as either the second or third largest source or human-caused bird mortality. The numbers behind these characterizations are often attributed to Klem's (1990) and Dunn's (1993) estimates of about 100 million to 1 billion bird fatalities in the USA, or more recently by Loss et al.'s (2014) estimate of 365-988 million bird fatalities in the USA or Calvert et al.'s (2013) and Machtans et al.'s (2013) estimates of 22.4 million and 25 million bird fatalities in Canada, respectively. The proposed project would impose windows in the airspace normally used by birds.

Glass-façades of buildings intercept and kill many birds, but they are differentially hazardous to birds based on spatial extent, contiguity, orientation, and other factors. At Washington State University, Johnson and Hudson (1976) found 266 bird fatalities of 41 species within 73 months of monitoring of a three-story glass walkway (no fatality adjustments attempted). Prior to marking the windows to warn birds of the collision hazard, the collision rate was 84.7 per year. At that rate, and not attempting to adjust the fatality estimate for the proportion of fatalities not found, 4,574 birds were likely killed over the 54 years since the start of their study, and that's at a relatively small building façade. Accounting for the proportion of fatalities not found, the number of birds killed by this walkway over the last 54 years would have been about 14,270. And this is just for one 3-story, glass-sided walkway between two college campus buildings.

Klem's (1990) estimate was based on speculation that 1 to 10 birds are killed per building per year, and this speculated range was extended to the number of buildings estimated by the US Census Bureau in 1986. Klem's speculation was supported by fatality monitoring at only two houses, one in Illinois and the other in New York. Also, the basis of his fatality rate extension has changed greatly since 1986. Whereas his estimate served the need to alert the public of the possible magnitude of the bird-window collision issue, it was highly uncertain at the time and undoubtedly outdated more than three decades hence. Indeed, by 2010 Klem (2010) characterized the upper end of his estimated range – 1 billion bird fatalities – as conservative. Furthermore, the estimate lumped species together as if all birds are the same and the loss of all birds to windows has the same level of impact.

By the time Loss et al. (2014) performed their effort to estimate annual USA bird-window fatalities, many more fatality monitoring studies had been reported or were underway. Loss et al. (2014) incorporated many more fatality rates based on scientific monitoring, and they were more careful about which fatality rates to include. However, they included estimates based on fatality monitoring by homeowners, which in one study were found to detect only 38% of the available window fatalities (Bracey et al. 2016). Loss et al. (2014) excluded all fatality records lacking a dead bird in hand, such as injured birds or feather or blood spots on windows. Loss et al.'s (2014) fatality metric was the number of fatalities per building (where in this context a building can include a house, low-rise, or high-rise structure), but they assumed that this metric was based on window collisions. Because most of the bird-window collision studies were limited to migration seasons, Loss et al. (2014) developed an admittedly assumption-laden correction factor for making annual estimates. Also, only two of the studies included adjustments for carcass persistence and searcher detection error, and it was unclear how

and to what degree fatality rates were adjusted for these factors. Although Loss et al. (2014) attempted to account for some biases as well as for large sources of uncertainty mostly resulting from an opportunistic rather than systematic sampling data source, their estimated annual fatality rate across the USA was highly uncertain and vulnerable to multiple biases, most of which would have resulted in fatality estimates biased low.

In my review of bird-window collision monitoring, I found that the search radius around homes and buildings was very narrow, usually 2 meters. Based on my experience with bird collisions in other contexts, I would expect that a large portion of bird-window collision victims would end up farther than 2 m from the windows, especially when the windows are higher up on tall buildings. In my experience, searcher detection rates tend to be low for small birds deposited on ground with vegetation cover or woodchips or other types of organic matter. Also, vertebrate scavengers entrain on anthropogenic sources of mortality and quickly remove many of the carcasses, thereby preventing the fatality searcher from detecting these fatalities. Adjusting fatality rates for these factors – search radius bias, searcher detection error, and carcass persistence rates – would greatly increase nationwide estimates of bird-window collision fatalities.

Buildings can intercept many nocturnal migrants as well as birds flying in daylight. As mentioned above, Johnson and Hudson (1976) found 266 bird fatalities of 41 species within 73 months of monitoring of a four-story glass walkway at Washington State University (no adjustments attempted for undetected fatalities). Somerlot (2003) found 21 bird fatalities among 13 buildings on a university campus within only 61 days. Monitoring twice per week, Hager et al. (2008) found 215 bird fatalities of 48 species, or 55 birds/building/year, and at another site they found 142 bird fatalities of 37 species for 24 birds/building/year. Gelb and Delacretaz (2009) recorded 5,400 bird fatalities under buildings in New York City, based on a decade of monitoring only during migration periods, and some of the high-rises were associated with hundreds of fatalities each. Klem et al. (2009) monitored 73 building façades in New York City during 114 days of two migratory periods, tallying 549 collision victims, nearly 5 birds per day. Borden et al. (2010) surveyed a 1.8 km route 3 times per week during 12-month period and found 271 bird fatalities of 50 species. Parkins et al. (2015) found 35 bird fatalities of 16 species within only 45 days of monitoring under 4 building façades. From 24 days of survey over a 48-day span, Porter and Huang (2015) found 47 fatalities under 8 buildings on a university campus. Sabo et al. (2016) found 27 bird fatalities over 61 days of searches under 31 windows. In San Francisco, Kahle et al. (2016) found 355 collision victims within 1,762 days under a 5-story building. Ocampo-Peñuela et al. (2016) searched the perimeters of 6 buildings on a university campus, finding 86 fatalities after 63 days of surveys. One of these buildings produced 61 of the 86 fatalities, and another building with collision-deterrent glass caused only 2 of the fatalities, thereby indicating a wide range in impacts likely influenced by various factors. There is ample evidence available to support my prediction that the proposed project would result in many collision fatalities of birds.

## Project Impact Prediction

By the time of these comments, I had reviewed and processed results of bird collision monitoring at 213 buildings and façades for which bird collisions per m<sup>2</sup> of glass per year could be calculated and averaged (Johnson and Hudson 1976, O'Connell 2001, Somerlot 2003, Hager et al. 2008, Borden et al. 2010, Hager et al. 2013, Porter and Huang 2015, Parkins et al. 2015, Kahle et al. 2016, Ocampo-Peñuela et al. 2016, Sabo et al. 2016, Barton et al. 2017, Gomez-Moreno et al. 2018, Schneider et al. 2018, Loss et al. 2019, Brown et al. 2020, City of Portland Bureau of Environmental Services and Portland Audubon 2020, Riding et al. 2020). These study results averaged 0.073 bird deaths per m<sup>2</sup> of glass per year (95% CI: 0.042-0.102). This average and its 95% confidence interval provide a robust basis for predicting fatality rates at a proposed new project.

The City's Notice of Public Hearing summarizes the project simply by the number of residential units and 5,000 sf of commercial space. The number and extent of structural glass on the project's building façades are not reported.

Assuming 1,127 sf per residential unit (the average of five condominium projects I have reviewed), then I estimate 229,208 sf of residential floorspace in the project. Assuming the average window space/sf of homes I have recorded from other proposed projects of 0.05835 m<sup>2</sup> of window/sf floorspace, then I predict 13,374 m<sup>2</sup> of windows among the 204 residential units. My average window space per sf of commercial space is 0.0162 at other projects. With this rate applied to 5,000 sf, I predict 81 m<sup>2</sup> of windows on the commercial space. Combined, the project is predicted to add 13,455 m<sup>2</sup> of external glass that would expose birds to collision mortality. The above-reported average of bird collision deaths per m<sup>2</sup> of glass per year applied to 13,455 m<sup>2</sup> of external glass in the project predicts 984 (95% CI: 584-1,383) bird collision fatalities per year.

The vast majority of these predicted deaths would be of birds protected under the Migratory Bird Treaty Act and under the California Migratory Bird Protection Act, thus causing significant unmitigated impacts. Given the predicted level of bird-window collision mortality, and the lack of any proposed mitigation, it is my opinion that the proposed project would result in potentially significant adverse biological impacts, including the unmitigated take of both terrestrial and aerial habitat of birds and other sensitive species. Not only would the project take habitat of rare and sensitive species of birds, but it would transform the project's airspace into a lethal collision trap to birds.

## **SUMMARY OF IMPACTS ANALYSES**

The preceding analyses are only several of many types of impacts that need to be addressed in an EIR. Another potential impact would be caused by project-generated traffic, which can lead to wildlife-automobile collision mortality. Another is the project-generated demand for electrical energy, which would cause wildlife mortality wherever the energy is generated and along the electric distribution lines that deliver the energy to the project. Because the impacts would result in deaths and injuries of special-status species of wildlife, the proposed Class-32 CEQA Categorical Exemption and the

Exemption under AB 130 would be inappropriate, and at least a fair argument can be made for the need to prepare an EIR to appropriately analyze the potential impacts.

### **NEEDED MITIGATION MEASURES**

**Preconstruction Survey for Nesting Birds:** To comply with the federal Migratory Bird Treaty Act, preconstruction, take-avoidance surveys must be required. Even with this measure, however, the impacts of the project on birds would be permanent and of large magnitude (see my prediction, above, of the lost productive capacity of breeding birds). Mitigation would still be needed for habitat loss.

**Habitat loss:** Should the project go forward, compensatory mitigation is needed for the loss of habitat. Habitat of equal or greater area should be protected as close to the project site as feasible.

**Bird-Window Collision Mortality:** If the project goes forward, it should at a minimum adhere to available Bird-Safe Guidelines, such as those prepared by American Bird Conservancy and New York and San Francisco. The American Bird Conservancy (ABC) produced an excellent set of guidelines recommending actions to: (1) Minimize use of glass; (2) Placing glass behind some type of screening (grilles, shutters, exterior shades); (3) Using glass with inherent properties to reduce collisions, such as patterns, window films, decals or tape; and (4) Turning off lights during migration seasons (Sheppard and Phillips 2015). The City of San Francisco (San Francisco Planning Department 2011) also has a set of building design guidelines, based on the excellent guidelines produced by the New York City Audubon Society (Orff et al. 2007). The ABC document and both the New York and San Francisco documents provide excellent alerting of potential bird-collision hazards as well as many visual examples. The San Francisco Planning Department's (2011) building design guidelines are more comprehensive than those of New York City, but they could have gone further. For example, the San Francisco guidelines probably should have also covered scientific monitoring of impacts as well as compensatory mitigation for impacts that could not be avoided, minimized or reduced.

New research results inform of the efficacy of marking windows. Whereas Klem (1990) found no deterrent effect from decals on windows, Johnson and Hudson (1976) reported a fatality reduction of about 69% after placing decals on windows. In an experiment of opportunity, Ocampo-Peñuela et al. (2016) found only 2 of 86 fatalities at one of 6 buildings – the only building with windows treated with a bird deterrent film. At the building with fritted glass, bird collisions were 82% lower than at other buildings with untreated windows. Kahle et al. (2016) added external window shades to some windowed façades to reduce fatalities 82% and 95%. Brown et al. (2020) reported an 84% lower collision probability among fritted glass windows and windows treated with ORNILUX R UV. City of Portland Bureau of Environmental Services and Portland Audubon (2020) reduced bird collision fatalities 94% by affixing marked Solyx window film to existing glass panels of Portland's Columbia Building. Many external and internal glass markers have been tested experimentally, some showing no effect and

some showing strong deterrent effects (Klem 1989, 1990, 2009, 2011; Klem and Saenger 2013; Rössler et al. 2015).

Van Doren et al. (2021) found that nocturnal migrants contributed most of the collision fatalities in their study, and the largest predictors of fatalities were peak migration and lit windows. Van Doren et al. (2021) predicted that a light-out mitigation measure could reduce bird-window collision mortality by 60%.

Monitoring and the use of compensatory mitigation should be incorporated at any new building project because the measures recommended in the available guidelines remain of uncertain efficacy, and even if these measures are effective, they will not reduce collision fatalities to zero. The only way to assess mitigation efficacy and to quantify post-construction fatalities is to monitor the project for fatalities.

**Fund Wildlife Rehabilitation Facilities:** Compensatory mitigation ought also to include funding contributions to wildlife rehabilitation facilities to cover the costs of injured animals that will be delivered to these facilities for care. Many animals would likely be injured by collisions with building windows and with automobiles traveling to and from the project site.

**Landscaping:** If the project goes forward, California native plant landscaping (i.e., grassland and locally appropriate scrub plants) should be considered to be used as opposed to landscaping with lawn and exotic shrubs and trees. Native plants offer more structure, cover, food resources, and nesting substrate for wildlife than landscaping with lawn and ornamental trees. Native plant landscaping has been shown to increase the abundance of arthropods which act as important sources of food for wildlife and are crucial for pollination and plant reproduction (Narango et al. 2017, Adams et al. 2020, Smallwood and Wood 2022.). Further, many endangered and threatened insects require native host plants for reproduction and migration, e.g., monarch butterfly. Around the world, landscaping with native plants over exotic plants increases the abundance and diversity of birds, and it is particularly valuable to native birds (Lerman and Warren 2011, Burghardt et al. 2008, Berthon et al. 2021, Smallwood and Wood 2022). Landscaping with native plants is a way to maintain or to bring back some of the natural habitat and lessen the footprint of urbanization by acting as interconnected patches of habitat for wildlife (Goddard et al. 2009, Tallamy 2020). Lastly, not only does native plant landscaping benefit wildlife, it requires less water and maintenance than traditional landscaping with lawn and hedges.

Thank you for your consideration,



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Shawn Smallwood, Ph.D.

## LITERATURE CITED

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# EXHIBIT B



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September 26, 2025

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1939 Harrison Street, Suite 150  
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**Subject:           Comments on the Master Case No. 23-0101 Project**

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Dear Ms. Uno,

We have reviewed the April 2025 Categorical Exemption Memorandum (“Memo”) for the Master Case No. 23-0101 (“Project”) located in the City of Fontana (“City”). The Project proposes to construct 204 residential units, five 1,000 square-foot retail units, and 277 parking spaces on the 3.5-acre site.

Our review concludes that the Memo fails to adequately evaluate the Project’s health risk impacts. As a result, the proposed Project does not qualify for a Class 32 Categorical Exemption under the California Environmental Quality Act (“CEQA”) and 14 Cal. Code of Regs. 1500 et seq. (“CEQA Guidelines”) and, therefore, a full CEQA analysis must be prepared to adequately assess and mitigate the potential health risk impacts that the Project may have on the environment.

## **Air Quality**

### **Improper Reliance on Class 32 Categorical Exemption**

The Memo indicates that the Project is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Guidelines § 15332. Regarding Class 32 Categorical Exemptions, the Memo states:

“CEQA Guidelines Section 15332 states that a Class 32 CE applies when:

- a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
- b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
- c) The project site has no value as habitat for endangered, rare or threatened species.

- d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
- e) The site can be adequately served by all required utilities and public services” (p. 1).

As demonstrated above, a project can only qualify for a Class 32 Categorical Exemption if approval of the Project would not result in any significant effects relating to traffic, noise, air quality, or water quality. However, the Memo’s air quality analysis is insufficient. The Project may not qualify for a Class 32 exemption and a full CEQA analysis should be prepared for two reasons:

- (1) The Memo fails to adequately evaluate diesel particulate matter emissions; and
- (2) SWAPE’s screening-level analysis indicates a potentially significant health risk impact.

### *1) Diesel Particulate Matter Emissions Inadequately Evaluated*

The Memo does not evaluate the toxic air contaminant (“TAC”) emissions associated with Project construction nor conduct a quantified health risk assessment (“HRA”). The Memo is thus inconsistent with CEQA’s requirement to correlate the increase in emissions generated by the Project to the adverse impacts on human health caused by those emissions. Under CEQA, agencies must make a “reasonable effort to substantively connect a project’s air quality impacts to likely health consequences.”<sup>1</sup> To comply with this requirement, a construction-phase HRA should have been performed to assess the potential health risks to nearby sensitive receptors from diesel particulate matter (“DPM”) emissions generated during construction. The resulting cancer risk estimate should then be compared against the SCAQMD established threshold of 10 in one million.<sup>2</sup>

### *2) Screening-Level Analysis Demonstrates Potentially Significant Health Risk Impact*

We conducted a screening-level risk assessment using AERSCREEN, a screening-level air quality dispersion model which uses a limited amount of site-specific information to generate maximum reasonable downwind concentrations of air contaminants to which nearby sensitive receptors may be exposed.<sup>3</sup> We prepared a preliminary HRA of the Project’s construction-related health risk impact to residential sensitive receptors using the annual PM<sub>10</sub> exhaust estimates from the Memo’s CalEEMod output files. Consistent with recommendations set forth by the Office of Environmental Health Hazard Assessment (“OEHHA”), we assumed residential exposure begins during the third trimester stage of life.<sup>4</sup>

The “TPM23-015, Fontana Detailed Report” model indicates that construction activities will generate approximately 69.5 pounds of DPM over the 422-day construction period.<sup>5</sup> The AERSCREEN model relies

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<sup>1</sup> “Sierra Club v. County of Fresno.” Supreme Court of California, December 2018, available at: <https://law.justia.com/cases/california/supreme-court/2018/s219783a.html>

<sup>2</sup> “South Coast AQMD Air Quality Significance Thresholds.” SCAQMD, March 2023, available at: <https://www.aqmd.gov/docs/default-source/ceqa/handbook/south-coast-aqmd-air-quality-significance-thresholds.pdf?sfvrsn=25>.

<sup>3</sup> “Air Quality Dispersion Modeling - Screening Models,” U.S. EPA, available at: <https://www.epa.gov/scram/air-quality-dispersion-modeling-screening-models>.

<sup>4</sup> “Risk Assessment Guidelines: Guidance Manual for Preparation of Health Risk Assessments.” OEHHA, February 2015, available at: <https://oehha.ca.gov/media/downloads/cnr/2015guidancemanual.pdf>, p. 8-18.

<sup>5</sup> See Attachment A for health risk calculations.

on a continuous average emission rate to simulate maximum downward concentrations from point, area, and volume emission sources. To account for the variability in equipment usage and truck trips over construction of the Project, we calculated an average DPM emission rate by the following equation:

$$\text{Emission Rate } \left( \frac{\text{grams}}{\text{second}} \right) = \frac{69.5 \text{ lbs}}{422 \text{ days}} \times \frac{453.6 \text{ grams}}{\text{lbs}} \times \frac{1 \text{ day}}{24 \text{ hours}} \times \frac{1 \text{ hour}}{3,600 \text{ seconds}} = \mathbf{0.000864 \text{ g/s}}$$

Using this equation, we estimated a construction emission rate of 0.000864 grams per second (“g/s”).

Construction was simulated as a 1.5-acre rectangular area source in AERSCREEN, with an initial vertical dimension of 1.5 meters and a maximum horizontal dimension of 168.31 meters. The minimum horizontal dimension is about 84.15 meters. A release height of three meters was selected to represent the height of stacks of operational equipment and other heavy-duty vehicles, and an initial vertical dimension of one and a half meters was used to simulate instantaneous plume dispersion upon release. An urban meteorological setting was selected with model-default inputs for wind speed and direction distribution. The population of Fontana was obtained from U.S. 2024 Census data.<sup>6</sup>

The AERSCREEN model generates maximum reasonable estimates of single-hour DPM concentrations for the Project. The U.S. Environmental Protection Agency (“U.S. EPA”) suggests that the annualized average concentration of an air pollutant be estimated by multiplying the single-hour concentration by 10% in screening procedures.<sup>7</sup> The Memo states that the closest known sensitive receptors include single-family residential buildings that are as close as 80 feet, or 24.4 meters, to the Project site (Appendix C, pp. 82).

However, review of the AERSCREEN output files demonstrate that the *maximally* exposed individual receptor (“MEIR”) is located approximately 75 meters downwind of the Project site.<sup>8</sup> Thus, the single-hour concentration estimated by AERSCREEN for construction of the Project is therefore approximately 1.806 µg/m<sup>3</sup> DPM at approximately 75 meters downwind. Multiplying this single-hour concentration by 10%, we get an annualized average concentration of 0.1806 µg/m<sup>3</sup> for Project construction.

We calculated the excess cancer risk to the MEIR using applicable HRA methodologies prescribed by OEHHA, as recommended by SCAQMD. Guidance from OEHHA and the California Air Resources Board (“CARB”) recommends the use of a standard point estimate approach, including high-point estimate (i.e. 95<sup>th</sup> percentile) breathing rates and age sensitivity factors to account for the increased sensitivity to carcinogens during early-in-life exposure and accurately assess risk for susceptible subpopulations such as children. The residential exposure parameters used for the various age groups in our screening-level HRA are as follows:

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<sup>6</sup> “Fontana.” U.S. Census Bureau, 2024, available at: <https://datacommons.org/place/geoid/0624680>.

<sup>7</sup> “Screening Procedures for Estimating the Air Quality Impact of Stationary Sources Revised.” U.S. EPA, October 1992, available at: [https://www.epa.gov/sites/default/files/2020-09/documents/epa-454r-92-019\\_ocr.pdf](https://www.epa.gov/sites/default/files/2020-09/documents/epa-454r-92-019_ocr.pdf).

<sup>8</sup> See Attachment B for AERSCREEN output files.

| Exposure Assumptions for Residential Individual Cancer Risk |  |                                      |                           |  |  |                           |
|---|--|--------------------------------------|---------------------------|--|--|---------------------------|
| Age Group   | Breathing Rate (L/kg-day) <sup>9</sup> | Age Sensitivity Factor <sup>10</sup> | Exposure Duration (years) | Fraction of Time at Home <sup>11</sup> | Exposure Frequency (days/year) <sup>12</sup> | Exposure Time (hours/day) |
| 3 <sup>rd</sup> Trimester                                   | 361                                    | 10                                   | 0.25                      | 0.85                                   | 350  | 24                        |
| Infant (0 – 2)  | 1090                                   | 10                                   | 2                         | 0.85                                   | 350  | 24                        |
| Child (2 – 16)  | 572                                    | 3                                    | 14                        | 0.72                                   | 350  | 24                        |
| Adult (16 – 30)   | 261                                    | 1                                    | 14                        | 0.73                                   | 350  | 24                        |

For the inhalation pathway, the procedure requires the incorporation of several discrete variates to effectively quantify doses for each age group. Once determined, contaminant dose is multiplied by the cancer potency factor (“CPF”) in units of inverse dose expressed in milligrams per kilogram per day (mg/kg/day<sup>-1</sup>) to derive the cancer risk estimate. We used the following dose algorithm, therefore, to assess exposures:

$$Dose_{AIR,per\ age\ group} = C_{air} \times EF \times \left[ \frac{BR}{BW} \right] \times A \times CF$$

where:

- Dose<sub>AIR</sub> = dose by inhalation (mg/kg/day), per age group
- C<sub>air</sub> = concentration of contaminant in air (µg/m<sup>3</sup>)
- EF = exposure frequency (number of days/365 days)
- BR/BW = daily breathing rate normalized to body weight (L/kg/day)
- A = inhalation absorption factor (default = 1)
- CF = conversion factor (1x10<sup>-6</sup>, µg to mg, L to m<sup>3</sup>)

We then used the following equation for each appropriate age group to calculate the overall cancer risk:

<sup>9</sup> “Supplemental Guidelines for Preparing Risk Assessments for the Air Toxics ‘Hot Spots’ Information and Assessment Act.” SCAQMD, October 2020, available at: <http://www.aqmd.gov/docs/default-source/planning/risk-assessment/ab-2588-supplemental-guidelines.pdf?sfvrsn=19>, p. 19; see also “Risk Assessment Guidelines Guidance Manual for Preparation of Health Risk Assessments.” OEHHA, February 2015, available at: <https://oehha.ca.gov/media/downloads/cnr/2015guidancemanual.pdf>.

<sup>10</sup> “Risk Assessment Guidelines Guidance Manual for Preparation of Health Risk Assessments.” OEHHA, February 2015, available at: <https://oehha.ca.gov/media/downloads/cnr/2015guidancemanual.pdf>, p. 8-5 Table 8.3.

<sup>11</sup> “Risk Assessment Procedures.” SCAQMD, August 2017, available at: [http://www.aqmd.gov/docs/default-source/rule-book/Proposed-Rules/1401/riskassessmentprocedures\\_2017\\_080717.pdf](http://www.aqmd.gov/docs/default-source/rule-book/Proposed-Rules/1401/riskassessmentprocedures_2017_080717.pdf), p. 7.

<sup>12</sup> “Risk Assessment Guidelines Guidance Manual for Preparation of Health Risk Assessments.” OEHHA, February 2015, available at: <https://oehha.ca.gov/media/downloads/cnr/2015guidancemanual.pdf>, p. 5-24.

$$Cancer\ Risk_{AIR} = Dose_{AIR} \times CPF \times ASF \times FAH \times \frac{ED}{AT}$$

where:

Dose<sub>AIR</sub> = dose by inhalation (mg/kg/day), per age group

CPF = cancer potency factor, chemical-specific (mg/kg/day)<sup>-1</sup>

ASF = age sensitivity factor, per age group

FAH = fraction of time at home, per age group (for residential receptors only)

ED = exposure duration (years)

AT = averaging time period over which exposure duration is averaged (always 70 years)

Consistent with the 422-day construction schedule, the annualized average concentration for construction was used for the entire third trimester of pregnancy (0.25 years) and the first 0.91 years of the entire infantile stage of life (0-2 years). The results of our calculations are shown in the table below.

| The Maximally Exposed Individual at an Existing Residential Receptor |                     |                  |                       |                 |
|--|---------------------|------------------|-----------------------|-----------------|
| Age Group  | Emissions Source    | Duration (years) | Concentration (ug/m3) | Cancer Risk     |
| 3rd Trimester  | Construction        | 0.25             | 0.1806                | 2.46E-06        |
|  | <i>Construction</i> | <i>0.91</i>      | <i>0.1806</i>         | <i>2.69E-05</i> |
|  | <i>Operation</i>    | <i>1.09</i>      | *                     | *               |
| Infant (0 - 2)   | Total               | 2                |                       | 2.69E-05        |
| Child (2 - 16)   | Operation           | 14               | *                     | *               |
| Adult (16 - 30)  | Operation           | 14               | *                     | *               |
| <b>Lifetime</b>  |                     | <b>30</b>        |                       | <b>2.93E-05</b> |

*\*Operational HRA not conducted due to the residential nature of the Project.*

The estimated excess cancer risks for the 3<sup>rd</sup> trimester of pregnancy and infants at the MEIR located approximately 75 meters away, over the course of construction, are approximately 2.46 and 26.9 in one million, respectively. The excess cancer risk over the course of construction is approximately 29.3 in one million. The infant and lifetime construction cancer risks exceed the SCAQMD's threshold of 10 in one million, resulting in a potentially significant impact not addressed or identified by the Memo or associated documents.

Our analysis represents a screening-level HRA, which is known to be conservative. The purpose of the screening-level HRA is to demonstrate the potential link between project-generated emissions and

adverse health risk impacts. The U.S. EPA Exposure Assessment Guidelines suggest an iterative, tiered approach to exposure assessments, starting with a simple screening-level evaluation using basic tools and conservative assumptions.<sup>13</sup> If required, a more refined analyses with advanced models and detailed input data can follow.

Our screening-level HRA demonstrates that construction of the Project could result in a potentially significant health risk impact. A full CEQA analysis should therefore be prepared to include a refined HRA, as recommended by the U.S. EPA. If the refined analysis similarly reaches a determination of significant impact, then mitigation measures should be incorporated, as described in our “Feasible Mitigation Measures Available to Reduce Emissions” section below.

## Mitigation

### Feasible Mitigation Measures Available to Reduce Emissions

The Memo is required under CEQA to implement all feasible mitigation to reduce the Project’s potential impacts. As demonstrated above, the Project may result in a significant health risk impact that should be mitigated further if a refined HRA similarly demonstrates a significant impact.

To reduce the DPM emissions associated with Project construction, we recommend the Memo consider several mitigation measures as listed below. The Southern California Association of Governments’ Certified Final Program Environmental Impact Report for Connect SoCal 2024 recommends the following Project-level air quality mitigation measures:<sup>14</sup>

- Assemble a comprehensive inventory list (i.e., make, model, engine year, horsepower, emission rates) of all heavy-duty off-road (portable and mobile) equipment (50 horsepower [hp] and greater) that could be used an aggregate of 40 or more hours for the construction project. Prepare a plan for approval by the applicable air district demonstrating achievement of the applicable percent reduction for a CARB-approved fleet.
- Ensure that all construction equipment is properly tuned and maintained.
- Minimize idling time to 5 minutes or beyond regulatory requirements — saves fuel and reduces emissions.
- Develop a traffic plan to minimize traffic flow interference from construction activities. The plan may include advance public notice of routing, use of public transportation, and satellite parking areas with a shuttle service. Schedule operations affecting traffic for off-peak hours. Minimize obstruction of through traffic lanes. Provide a flag person to guide traffic properly and ensure safety at construction sites.
- Obtain CARB Portable Equipment Registration with the state or a local district permit for portable engines and portable engine-driven equipment units used at the project work site, with the exception of on-road and off-road motor vehicles. Arrange appropriate consultations with

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<sup>13</sup> “Exposure Assessment Tools by Tiers and Types - Screening-Level and Refined.” U.S. EPA, May 2024, *available at*: <https://www.epa.gov/expobox/exposure-assessment-tools-tiers-and-types-screening-level-and-refined>.

<sup>14</sup> “Certified Final Program Environmental Impact Report for Connect SoCal 2024.” SCAG, May 2020, *available at*: <https://scag.ca.gov/program-environmental-impact-report-0>.

CARB or the local air district to determine registration and permitting requirements prior to equipment operation at the site.

- Use Tier 4 Final equipment or better for all engines above 50 hp. In the event that construction equipment cannot meet to Tier 4 Final or better engine certification, the Project representative or contractor must demonstrate through future study with written findings supported by substantial evidence that is approved by the project's lead agency before using other technologies/strategies. Alternative applicable strategies may include, but would not be limited to, construction equipment with Tier 4 Interim or reduction in the number and/or horsepower rating of construction equipment and/or limiting the number of construction equipment operating at the same time. All equipment must be tuned and maintained in compliance with the manufacturer's recommended maintenance schedule and specifications. All maintenance records for each equipment and their contractor(s) should make available for inspection and remain on-site for a period of at least two years from completion of construction, unless the individual project can demonstrate that Tier 4 Final or better engines would not be required to mitigate emissions below significance thresholds. Project sponsors should also consider including ZE/ZNE technologies where appropriate and feasible or higher tier standard diesel equipment as it becomes developed and feasible.
- Require contractors to assemble a comprehensive inventory list (i.e., make, model, engine year, horsepower, emission rates) of all heavy-duty off-road (portable and mobile) equipment (50 horsepower and greater) that could be used an aggregate of 40 or more hours for the construction project.

Provided above are several mitigation measures that would reduce Project-related DPM emissions. These measures offer a cost-effective, feasible way to incorporate lower-emitting design features into the proposed Project, which subsequently reduce emissions released during Project construction.

A full CEQA analysis should be prepared that includes all feasible mitigation measures, as well as updated health risk analyses to ensure that the necessary mitigation measures are implemented to reduce emissions to the maximum extent feasible. The full CEQA analysis should also demonstrate a commitment to the implementation of these measures prior to Project approval, to ensure that the Project's potentially significant emissions are reduced to the maximum extent possible.

## **Disclaimer**

SWAPE has received limited documentation regarding this project. Additional information may become available in the future; thus, we retain the right to revise or amend this report when additional information becomes available. Our professional services have been performed using that degree of care and skill ordinarily exercised, under similar circumstances, by reputable environmental consultants practicing in this or similar localities at the time of service. No other warranty, expressed or implied, is made as to the scope of work, work methodologies and protocols, site conditions, analytical testing results, and findings presented. This report reflects efforts which were limited to information that was reasonably accessible at the time of the work, and may contain informational gaps, inconsistencies, or

otherwise be incomplete due to the unavailability or uncertainty of information obtained or provided by third parties.

Sincerely,

A handwritten signature in blue ink that reads "Matt Hagemann". The signature is fluid and cursive.

Matt Hagemann, P.G., C.Hg.

A handwritten signature in blue ink that reads "Paul Rosenfeld". The signature is fluid and cursive.

Paul E. Rosenfeld, Ph.D.

Attachment A: Health Risk Calculations  
Attachment B: AERSCREEN Output Files  
Attachment C: Matt Hagemann CV  
Attachment D: Paul Rosenfeld CV

| Construction                 |             |                                     |             |
|------------------------------|-------------|-------------------------------------|-------------|
| 2025                         |             | Total                               |             |
| Annual Emissions (tons/year) | 0.04        | Total DPM (lbs)                     | 69.47945205 |
| Daily Emissions (lbs/day)    | 0.219178082 | Total DPM (g)                       | 31515.87945 |
| Construction Duration (days) | 212         | Emission Rate (g/s)                 | 0.000864377 |
| Total DPM (lbs)              | 46.46575342 | Release Height (meters)             | 3           |
| Total DPM (g)                | 21076.86575 | Total Acreage                       | 3.5         |
| Start Date                   | 6/3/2025    | Max Horizontal (meters)             | 168.31      |
| End Date                     | 1/1/2026    | Min Horizontal (meters)             | 84.15       |
| Construction Days            | 212         | Initial Vertical Dimension (meters) | 1.5         |
| <b>2026</b>                  |             | Setting                             | Urban       |
| Annual Emissions (tons/year) | 0.02        | Population                          | 218,455     |
| Daily Emissions (lbs/day)    | 0.109589041 | Start Date                          | 6/3/2025    |
| Construction Duration (days) | 210         | End Date                            | 7/30/2026   |
| Total DPM (lbs)              | 23.01369863 | Total Construction Days             | 422         |
| Total DPM (g)                | 10439.0137  | Total Years of Construction         | 1.16        |
| Start Date                   | 1/1/2026    | Total Years of Operation            | 28.84       |
| End Date                     | 7/30/2026   |                                     |             |
| Construction Days            | 210         |                                     |             |

| <b>The Maximally Exposed Individual at an Existing Residential Receptor</b> |                         |                         |                              |                    |
|---|-------------------------|-------------------------|------------------------------|--------------------|
| <b>Age Group</b>  | <b>Emissions Source</b> | <b>Duration (years)</b> | <b>Concentration (ug/m3)</b> | <b>Cancer Risk</b> |
| 3rd Trimester   | Construction            | 0.25                    | 0.1806                       | 2.46E-06           |
|   | <i>Construction</i>     | <i>0.91</i>             | <i>0.1806</i>                | <i>2.69E-05</i>    |
|   | <i>Operation</i>        | <i>1.09</i>             | *                            | *                  |
| Infant (0 - 2)  | Total                   | 2                       |                              | 2.69E-05           |
| Child (2 - 16)  | Operation               | 14                      | *                            | *                  |
| Adult (16 - 30)   | Operation               | 14                      | *                            | *                  |
| <b>Lifetime</b>   |                         | <b>30</b>               |                              | <b>2.93E-05</b>    |

AERSCREEN 21112 / AERMOD 21112

09/23/25

14:54:22

TITLE: Master Case, Construction

-----  
 \*\*\*\*\* AREA PARAMETERS \*\*\*\*\*  
 -----

|                             |                    |                      |
|-----------------------------|--------------------|----------------------|
| SOURCE EMISSION RATE:       | 0.864E-03 g/s      | 0.686E-02 lb/hr      |
| AREA EMISSION RATE:         | 0.610E-07 g/(s-m2) | 0.484E-06 lb/(hr-m2) |
| AREA HEIGHT:                | 3.00 meters        | 9.84 feet            |
| AREA SOURCE LONG SIDE:      | 168.31 meters      | 552.20 feet          |
| AREA SOURCE SHORT SIDE:     | 84.15 meters       | 276.08 feet          |
| INITIAL VERTICAL DIMENSION: | 1.50 meters        | 4.92 feet            |
| RURAL OR URBAN:             | URBAN              |                      |
| POPULATION:                 | 218455             |                      |
| INITIAL PROBE DISTANCE =    | 5000. meters       | 16404. feet          |

-----  
 \*\*\*\*\* BUILDING DOWNWASH PARAMETERS \*\*\*\*\*  
 -----

BUILDING DOWNWASH NOT USED FOR NON-POINT SOURCES

-----  
 \*\*\*\*\* FLOW SECTOR ANALYSIS \*\*\*\*\*  
 25 meter receptor spacing: 1. meters - 5000. meters  
 -----

MAXIMUM IMPACT RECEPTOR

| Zo<br>SECTOR | SURFACE<br>ROUGHNESS | 1-HR CONC<br>(ug/m3) | RADIAL<br>(deg) | DIST<br>(m) | TEMPORAL<br>PERIOD |
|--------------|----------------------|----------------------|-----------------|-------------|--------------------|
| 1*           | 1.000                | 1.806                | 0               | 75.0        | WIN                |

\* = worst case diagonal

-----

\*\*\*\*\* MAKEMET METEOROLOGY PARAMETERS \*\*\*\*\*

-----

MIN/MAX TEMPERATURE: 250.0 / 310.0 (K)

MINIMUM WIND SPEED: 0.5 m/s

ANEMOMETER HEIGHT: 10.000 meters

SURFACE CHARACTERISTICS INPUT: AERMET SEASONAL TABLES

DOMINANT SURFACE PROFILE: Urban  
 DOMINANT CLIMATE TYPE: Average Moisture  
 DOMINANT SEASON: Winter

ALBEDO: 0.35  
 BOWEN RATIO: 1.50  
 ROUGHNESS LENGTH: 1.000 (meters)

SURFACE FRICTION VELOCITY (U\*) NOT ADJUSTED

METEOROLOGY CONDITIONS USED TO PREDICT OVERALL MAXIMUM IMPACT

-----

YR MO DY JDY HR  
 ---  
 10 01 10 10 01

| H0    | U*    | W*     | DT/DZ | ZICNV | ZIMCH | M-O | LEN   | Z0   | BOWEN | ALBEDO | REF WS |
|-------|-------|--------|-------|-------|-------|-----|-------|------|-------|--------|--------|
| -1.30 | 0.043 | -9.000 | 0.020 | -999. | 21.   | 6.0 | 1.000 | 1.50 | 0.35  | 0.50   |        |

| HT   | REF TA | HT  |
|------|--------|-----|
| 10.0 | 310.0  | 2.0 |

\*\*\*\*\* AERSCREEN AUTOMATED DISTANCES \*\*\*\*\*  
 OVERALL MAXIMUM CONCENTRATIONS BY DISTANCE

| DIST (m) | MAXIMUM 1-HR CONC (ug/m3) | DIST (m) | MAXIMUM 1-HR CONC (ug/m3) |
|----------|---------------------------|----------|---------------------------|
| 1.00     | 1.401                     | 2525.00  | 0.1702E-01                |

|         |            |         |            |
|---------|------------|---------|------------|
| 25.00   | 1.558      | 2550.00 | 0.1679E-01 |
| 50.00   | 1.684      | 2575.00 | 0.1656E-01 |
| 75.00   | 1.806      | 2600.00 | 0.1635E-01 |
| 100.00  | 1.556      | 2625.00 | 0.1613E-01 |
| 125.00  | 1.015      | 2650.00 | 0.1593E-01 |
| 150.00  | 0.7910     | 2675.00 | 0.1572E-01 |
| 175.00  | 0.6412     | 2700.00 | 0.1552E-01 |
| 200.00  | 0.5346     | 2725.00 | 0.1533E-01 |
| 225.00  | 0.4554     | 2750.00 | 0.1514E-01 |
| 250.00  | 0.3947     | 2775.00 | 0.1495E-01 |
| 275.00  | 0.3467     | 2800.00 | 0.1477E-01 |
| 300.00  | 0.3080     | 2825.00 | 0.1459E-01 |
| 325.00  | 0.2763     | 2850.00 | 0.1442E-01 |
| 350.00  | 0.2498     | 2875.00 | 0.1424E-01 |
| 375.00  | 0.2274     | 2900.00 | 0.1408E-01 |
| 400.00  | 0.2085     | 2925.00 | 0.1391E-01 |
| 425.00  | 0.1919     | 2950.00 | 0.1375E-01 |
| 450.00  | 0.1775     | 2975.00 | 0.1359E-01 |
| 475.00  | 0.1650     | 3000.00 | 0.1344E-01 |
| 500.00  | 0.1540     | 3025.00 | 0.1329E-01 |
| 525.00  | 0.1441     | 3050.00 | 0.1314E-01 |
| 550.00  | 0.1352     | 3075.00 | 0.1299E-01 |
| 575.00  | 0.1273     | 3100.00 | 0.1285E-01 |
| 600.00  | 0.1202     | 3125.00 | 0.1271E-01 |
| 625.00  | 0.1137     | 3150.00 | 0.1257E-01 |
| 650.00  | 0.1078     | 3175.00 | 0.1244E-01 |
| 675.00  | 0.1024     | 3200.00 | 0.1230E-01 |
| 700.00  | 0.9743E-01 | 3225.00 | 0.1217E-01 |
| 725.00  | 0.9286E-01 | 3250.00 | 0.1204E-01 |
| 750.00  | 0.8867E-01 | 3275.00 | 0.1192E-01 |
| 775.00  | 0.8479E-01 | 3300.00 | 0.1180E-01 |
| 800.00  | 0.8121E-01 | 3325.00 | 0.1167E-01 |
| 825.00  | 0.7788E-01 | 3350.00 | 0.1155E-01 |
| 850.00  | 0.7479E-01 | 3375.00 | 0.1144E-01 |
| 875.00  | 0.7190E-01 | 3400.00 | 0.1132E-01 |
| 900.00  | 0.6921E-01 | 3425.00 | 0.1121E-01 |
| 925.00  | 0.6667E-01 | 3450.00 | 0.1110E-01 |
| 950.00  | 0.6430E-01 | 3475.00 | 0.1099E-01 |
| 975.00  | 0.6207E-01 | 3500.00 | 0.1088E-01 |
| 1000.00 | 0.5996E-01 | 3525.00 | 0.1078E-01 |
| 1025.00 | 0.5797E-01 | 3550.00 | 0.1067E-01 |
| 1050.00 | 0.5609E-01 | 3575.00 | 0.1057E-01 |
| 1075.00 | 0.5432E-01 | 3600.00 | 0.1047E-01 |
| 1100.00 | 0.5264E-01 | 3625.00 | 0.1037E-01 |
| 1125.00 | 0.5105E-01 | 3650.00 | 0.1028E-01 |
| 1150.00 | 0.4954E-01 | 3675.00 | 0.1018E-01 |
| 1175.00 | 0.4811E-01 | 3700.00 | 0.1009E-01 |
| 1200.00 | 0.4675E-01 | 3724.99 | 0.9993E-02 |
| 1225.00 | 0.4546E-01 | 3750.00 | 0.9902E-02 |
| 1250.00 | 0.4422E-01 | 3775.00 | 0.9813E-02 |

|         |            |         |            |
|---------|------------|---------|------------|
| 1275.00 | 0.4304E-01 | 3800.00 | 0.9724E-02 |
| 1300.00 | 0.4192E-01 | 3825.00 | 0.9638E-02 |
| 1325.00 | 0.4085E-01 | 3849.99 | 0.9552E-02 |
| 1350.00 | 0.3982E-01 | 3875.00 | 0.9468E-02 |
| 1375.00 | 0.3884E-01 | 3900.00 | 0.9385E-02 |
| 1400.00 | 0.3790E-01 | 3925.00 | 0.9303E-02 |
| 1425.00 | 0.3700E-01 | 3950.00 | 0.9223E-02 |
| 1450.00 | 0.3613E-01 | 3975.00 | 0.9143E-02 |
| 1475.00 | 0.3531E-01 | 4000.00 | 0.9065E-02 |
| 1500.00 | 0.3451E-01 | 4025.00 | 0.8988E-02 |
| 1525.00 | 0.3374E-01 | 4050.00 | 0.8913E-02 |
| 1550.00 | 0.3301E-01 | 4075.00 | 0.8838E-02 |
| 1575.00 | 0.3249E-01 | 4100.00 | 0.8764E-02 |
| 1600.00 | 0.3179E-01 | 4125.00 | 0.8692E-02 |
| 1625.00 | 0.3112E-01 | 4150.00 | 0.8620E-02 |
| 1650.00 | 0.3048E-01 | 4175.00 | 0.8549E-02 |
| 1675.00 | 0.2986E-01 | 4200.00 | 0.8480E-02 |
| 1700.00 | 0.2926E-01 | 4225.00 | 0.8411E-02 |
| 1725.00 | 0.2868E-01 | 4250.00 | 0.8344E-02 |
| 1750.00 | 0.2812E-01 | 4275.00 | 0.8277E-02 |
| 1775.00 | 0.2758E-01 | 4300.00 | 0.8211E-02 |
| 1800.00 | 0.2705E-01 | 4325.00 | 0.8146E-02 |
| 1825.00 | 0.2655E-01 | 4350.00 | 0.8082E-02 |
| 1850.00 | 0.2606E-01 | 4375.00 | 0.8019E-02 |
| 1875.00 | 0.2558E-01 | 4400.00 | 0.7957E-02 |
| 1900.00 | 0.2512E-01 | 4425.00 | 0.7896E-02 |
| 1924.99 | 0.2467E-01 | 4450.00 | 0.7835E-02 |
| 1950.00 | 0.2424E-01 | 4475.00 | 0.7775E-02 |
| 1975.00 | 0.2382E-01 | 4500.00 | 0.7716E-02 |
| 2000.00 | 0.2342E-01 | 4525.00 | 0.7658E-02 |
| 2025.00 | 0.2302E-01 | 4550.00 | 0.7600E-02 |
| 2050.00 | 0.2264E-01 | 4575.00 | 0.7544E-02 |
| 2075.00 | 0.2226E-01 | 4600.00 | 0.7488E-02 |
| 2100.00 | 0.2190E-01 | 4625.00 | 0.7432E-02 |
| 2125.00 | 0.2155E-01 | 4650.00 | 0.7378E-02 |
| 2150.00 | 0.2121E-01 | 4675.00 | 0.7324E-02 |
| 2175.00 | 0.2087E-01 | 4700.00 | 0.7271E-02 |
| 2200.00 | 0.2055E-01 | 4725.00 | 0.7218E-02 |
| 2225.00 | 0.2023E-01 | 4750.00 | 0.7166E-02 |
| 2250.00 | 0.1993E-01 | 4775.00 | 0.7115E-02 |
| 2275.00 | 0.1963E-01 | 4800.00 | 0.7064E-02 |
| 2300.00 | 0.1934E-01 | 4825.00 | 0.7014E-02 |
| 2325.00 | 0.1905E-01 | 4850.00 | 0.6965E-02 |
| 2350.00 | 0.1877E-01 | 4875.00 | 0.6916E-02 |
| 2375.00 | 0.1850E-01 | 4900.00 | 0.6868E-02 |
| 2400.00 | 0.1824E-01 | 4924.99 | 0.6820E-02 |
| 2425.00 | 0.1798E-01 | 4950.00 | 0.6773E-02 |
| 2450.00 | 0.1773E-01 | 4975.00 | 0.6726E-02 |
| 2475.00 | 0.1749E-01 | 5000.00 | 0.6681E-02 |
| 2500.00 | 0.1725E-01 |         |            |

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 \*\*\*\*\* AERSCREEN MAXIMUM IMPACT SUMMARY \*\*\*\*\*  
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3-hour, 8-hour, and 24-hour scaled concentrations are equal to the 1-hour concentration as referenced in SCREENING PROCEDURES FOR ESTIMATING THE AIR QUALITY IMPACT OF STATIONARY SOURCES, REVISED (Section 4.5.4)  
 Report number EPA-454/R-92-019  
[http://www.epa.gov/scram001/guidance\\_permit.htm](http://www.epa.gov/scram001/guidance_permit.htm)  
 under Screening Guidance

| CALCULATION PROCEDURE          | MAXIMUM 1-HOUR CONC (ug/m3) | SCALED 3-HOUR CONC (ug/m3) | SCALED 8-HOUR CONC (ug/m3) | SCALED 24-HOUR CONC (ug/m3) | SCALED ANNUAL CONC (ug/m3) |
|--------------------------------|-----------------------------|----------------------------|----------------------------|-----------------------------|----------------------------|
| FLAT TERRAIN                   | 1.844                       | 1.844                      | 1.844                      | 1.844                       | N/A                        |
| DISTANCE FROM SOURCE           | 85.00 meters                |                            |                            |                             |                            |
| IMPACT AT THE AMBIENT BOUNDARY | 1.401                       | 1.401                      | 1.401                      | 1.401                       | N/A                        |
| DISTANCE FROM SOURCE           | 1.00 meters                 |                            |                            |                             |                            |



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**Matthew F. Hagemann, P.G., C.Hg.**

- **Geologic and Hydrogeologic Characterization, Investigation and Remediation Strategies**
- **Industrial Stormwater Compliance**
- **CEQA Review**
- **Expert Testimony**

**Professional Certifications:**

California Professional Geologist, P.G.  
California Certified Hydrogeologist, C.Hg.

**Education:**

M.S. Degree, Geology, California State University Los Angeles, Los Angeles, CA, 1984.  
B.A. Degree, Geology, Humboldt State University, Arcata, CA, 1982.

**Professional Experience:**

30 years of experience in environmental policy, contaminant assessment and remediation, stormwater compliance, and CEQA review. Spent nine years with the U.S. EPA in the Resource Conservation Recovery Act (RCRA) and Superfund programs and served as EPA's Senior Science Policy Advisor in the Western Regional Office where I identified emerging threats to groundwater. While with EPA, I served as a Senior Hydrogeologist in the oversight of the assessment of seven major military facilities undergoing base closure. Led numerous enforcement actions under provisions of the Resource Conservation and Recovery Act (RCRA) and directed efforts to improve hydrogeologic characterization and water quality monitoring. For the past 15 years, as a founding partner with SWAPE, I developed extensive client relationships and has managed complex projects that include consultations as an expert witness and a regulatory specialist, and managing projects ranging from industrial stormwater compliance to CEQA review of impacts from hazardous waste, air quality and greenhouse gas emissions.

Positions held include:

**Government:**

Senior Science Policy Advisor and Hydrogeologist, U.S. Environmental Protection Agency (1989–1998);

Hydrogeologist, National Park Service, Water Resources Division (1998 – 2000);  
Geologist, U.S. Forest Service (1986 – 1998).

Educational:

Geology Instructor, Golden West College, 2010 – 2014, 2017;  
Adjunct Faculty Member, San Francisco State University, Department of Geosciences (1993 – 1998);  
Instructor, College of Marin, Department of Science (1990 – 1995).

Private Sector:

Founding Partner, Soil/Water/Air Protection Enterprise (SWAPE) (2003 – present);  
Senior Environmental Analyst, Komex H2O Science, Inc. (2000 -- 2003);  
Executive Director, Orange Coast Watch (2001 – 2004);  
Geologist, Dames & Moore (1984 – 1986).

**Senior Regulatory and Litigation Support Analyst:**

With SWAPE, responsibilities have included:

- Lead analyst and testifying expert, for both plaintiffs and defendants, in the review of over 300 environmental impact reports and negative declarations since 2003 under CEQA that identify significant issues with regard to hazardous waste, water resources, water quality, air quality, greenhouse gas emissions, and geologic hazards.
- Recommending additional mitigation measures to lead agencies at the local and county level to include additional characterization of health risks and implementation of protective measures to reduce exposure to hazards from toxins.
- Stormwater analysis, sampling and best management practice evaluation, for both government agencies and corporate clients, at more than 150 industrial facilities.
- Serving as expert witness for both plaintiffs and defendants in cases including contamination of groundwater, CERCLA compliance in assessment and remediation, and industrial stormwater contamination.
- Technical assistance and litigation support for vapor intrusion concerns, for both government agencies and corporate clients.
- Lead analyst and testifying expert in the review of environmental issues in license applications for large solar power plants before the California Energy Commission.
- Manager of a project to evaluate numerous formerly used military sites in the western U.S.
- Manager of a comprehensive evaluation of potential sources of perchlorate contamination in Southern California drinking water wells.
- Manager and designated expert for litigation support under provisions of Proposition 65 in the review of releases of gasoline to sources drinking water at major refineries and hundreds of gas stations throughout California.

With Komex H2O Science Inc., duties included the following:

- Senior author of a report on the extent of perchlorate contamination that was used in testimony by the former U.S. EPA Administrator and General Counsel.
- Senior researcher in the development of a comprehensive, electronically interactive chronology of MTBE use, research, and regulation.
- Senior researcher in the development of a comprehensive, electronically interactive chronology of perchlorate use, research, and regulation.
- Senior researcher in a study that estimates nationwide costs for MTBE remediation and drinking

water treatment, results of which were published in newspapers nationwide and in testimony against provisions of an energy bill that would limit liability for oil companies.

- Research to support litigation to restore drinking water supplies that have been contaminated by MTBE in California and New York.
- Lead author for a multi-volume remedial investigation report for an operating school in Los Angeles that met strict State of California regulatory requirements.
- Development of strategic approaches for cleanup of contaminated sites in consultation with clients and regulators.

### **Hydrogeology:**

As a Senior Hydrogeologist with the U.S. Environmental Protection Agency, led investigations to characterize and cleanup closing military bases, including Mare Island Naval Shipyard, Hunters Point Naval Shipyard, Treasure Island Naval Station, Alameda Naval Station, Moffett Field, Mather Army Airfield, and Sacramento Army Depot. Specific activities included:

- Leading efforts to model groundwater flow and contaminant transport, ensured adequacy of monitoring networks, and assessed cleanup alternatives for contaminated sediment, soil, and groundwater.
- Initiating a regional program for evaluation of groundwater sampling practices and laboratory analysis at military bases.
- Identifying emerging issues, wrote technical guidance, and assisted in policy and regulation development through work on four national U.S. EPA workgroups, including the Superfund Groundwater Technical Forum and the Federal Facilities Forum.

At the request of the State of Hawaii, developed a methodology to determine the vulnerability of groundwater to contamination on the islands of Maui and Oahu. Used analytical models and a GIS to show zones of vulnerability, and the results were adopted and published by the State of Hawaii and County of Maui.

As a hydrogeologist with the EPA Groundwater Protection Section, worked with provisions of the Safe Drinking Water Act and NEPA to prevent drinking water contamination. Specific activities included the following:

- Received an EPA Bronze Medal for contribution to the development of national guidance for the protection of drinking water.
- Managed the Sole Source Aquifer Program and protected the drinking water of two communities through designation under the Safe Drinking Water Act. Prepared geologic reports, conducted hearings, and responded to public comments from residents who were very concerned about the impact of designation.
- Reviewed a number of Environmental Impact Statements for planned major developments, including large hazardous and solid waste disposal facilities, mine reclamation, and water transfer.

Served as a hydrogeologist with the RCRA Hazardous Waste program. Duties included:

- Supervised the hydrogeologic investigation of hazardous waste sites to determine compliance with Subtitle C requirements.
- Reviewed and wrote "part B" permits for the disposal of hazardous waste.
- Conducted RCRA Corrective Action investigations of waste sites and led inspections that formed the basis for significant enforcement actions that were developed in close coordination with U.S. EPA legal counsel.

- Wrote contract specifications and supervised contractor's investigations of waste sites.

With the National Park Service, directed service-wide investigations of contaminant sources to prevent degradation of water quality, including the following:

- Applied pertinent laws and regulations including CERCLA, RCRA, NEPA, NRDA, and the Clean Water Act to control military, mining, and landfill contaminants.
- Conducted watershed-scale investigations of contaminants at parks, including Yellowstone and Olympic National Park.
- Identified high-levels of perchlorate in soil adjacent to a national park in New Mexico and advised park superintendent on appropriate response actions under CERCLA.
- Served as a Park Service representative on the Interagency Perchlorate Steering Committee, a national workgroup.
- Developed a program to conduct environmental compliance audits of all National Parks while serving on a national workgroup.
- Co-authored two papers on the potential for water contamination from the operation of personal watercraft and snowmobiles, these papers serving as the basis for the development of nation-wide policy on the use of these vehicles in National Parks.
- Contributed to the Federal Multi-Agency Source Water Agreement under the Clean Water Action Plan.

#### **Policy:**

Served as senior management as the Senior Science Policy Advisor with the U.S. Environmental Protection Agency, Region 9. Activities included the following:

- Advising the Regional Administrator and senior management on emerging issues such as the potential for the gasoline additive MTBE and ammonium perchlorate to contaminate drinking water supplies.
- Shaping EPA's national response to these threats by serving on workgroups and by contributing to guidance, including the Office of Research and Development publication, Oxygenates in Water: Critical Information and Research Needs.
- Improving the technical training of EPA's scientific and engineering staff.
- Earning an EPA Bronze Medal for representing the region's 300 scientists and engineers in negotiations with the Administrator and senior management to better integrate scientific principles into the policy-making process.
- Establishing national protocol for the peer review of scientific documents.

#### **Geology:**

With the U.S. Forest Service, led investigations to determine hillslope stability of areas proposed for timber harvest in the central Oregon Coast Range. Specific activities included:

- Mapping geology in the field, and used aerial photographic interpretation and mathematical models to determine slope stability.
- Coordinating research with community stakeholders who were concerned with natural resource protection.
- Characterizing the geology of an aquifer that serves as the sole source of drinking water for the city of Medford, Oregon.

As a consultant with Dames and Moore, led geologic investigations of two contaminated sites (later listed on the Superfund NPL) in the Portland, Oregon, area and a large RCRA hazardous waste site in eastern Oregon.

Duties included the following:

- Supervising year-long effort for soil and groundwater sampling.
- Conducting aquifer tests.
- Investigating active faults beneath sites proposed for hazardous waste disposal.

### **Teaching:**

From 1990 to 1998, taught at least one course per semester at the community college and university levels:

- At San Francisco State University, held an adjunct faculty position and taught courses in environmental geology, oceanography (lab and lecture), hydrogeology, and groundwater contamination.
- Served as a committee member for graduate and undergraduate students.
- Taught courses in environmental geology and oceanography at the College of Marin.
- Part time geology instructor at Golden West College in Huntington Beach, California from 2010 to 2014 and in 2017.

### **Summary of Testimony Experience Over Past Four Years**

*In Re New Jersey Department of Environmental Protection et al. vs. E.I. DuPont de Nemours and Company, in the United States District Court, District of New Jersey, Civil Action No. 1:19-cv-14766-RMB-JBC. Deposition in 2025. Representing Plaintiffs in matters regarding contamination of groundwater, wastewater, soil, and air with per- and poly-fluoroalkyl substances.*

*In Re Edmond Asher, et al., vs. RTX Corporation (f/k/a Raytheon Technologies Corporation, et al.) in the County of Huntington Superior Court, Indiana, Cause number 35D01-2006-CT-000338. Deposition in 2024. Representing Plaintiffs in matters regarding contamination of groundwater and soil vapor with trichlorethylene.*

*In Re Wright vs Consolidated Rail Corporation In the Circuit Court of Cook County, Illinois, Case No: 21L3966. Deposition in 2023, Representing Plaintiff in matters involving groundwater and drinking water contamination of perchloroethylene, trichlorethylene, 1,2-dichloroethane, and carbon tetrachloride.*

*In Re Behr Dayton Thermal Products LLC In the United States District Court for the Southern District of Ohio Western Division at Dayton, Case No: 08-cv-326. Deposition in 2022. Representing Plaintiff in matters regarding contamination of groundwater and indoor air with perchloroethylene and trichloethelene.*

*Orange County Water District vs. Sabic Innovative Plastics US, LLC, et al. In the Court of Appeal, Fourth District,*

*Division 1, California, Case No: D070553. Deposition in 2020. Representing Plaintiff in matters involving compliance with The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).*

*Los Angeles Waterkeeper vs. AAA Plating and Inspection, Inc. In the United States District Court for the Central District of California, Case No: No. CV 18-5916 PA (GJSx). Deposition in 2019. Expert witness representing Plaintiff in matters involving contaminated stormwater runoff at an industrial facility in Compton, California.*

*Californians for Alternatives to Toxics vs. Schneider Dock and Intermodal Facility. In the United States District Court for the Northern District of California, Case No: 3:17-cv-05287-JST. Deposition in 2019. Expert witness representing Plaintiff in matters involving contaminated stormwater runoff at an industrial facility in Eureka, California.*

*Bells et al. vs. The 3M Company et al. In the United States District Court for the District of Colorado, Case No: 1:16-CV-02531-RBJ. Deposition in 2018. Expert witness representing Plaintiff on matters regarding the general hydrogeological conditions present in an area impacted by per- and poly-fluoroalkyl substances.*

*Ungar vs. Foundation for Affordable Housing. In the Superior Court, State of California, Los Angeles County, Case No. BC628890 Deposition in 2017. Expert witness representing defendant on matters involving alleged drinking water contamination.*

**Invited Testimony, Reports, Papers and Presentations:**

**Hagemann, M.F.**, 2008. Disclosure of Hazardous Waste Issues under CEQA. Presentation to the Public Environmental Law Conference, Eugene, Oregon.

**Hagemann, M.F.**, 2008. Disclosure of Hazardous Waste Issues under CEQA. Invited presentation to U.S.EPA Region 9, San Francisco, California.

**Hagemann, M.F.**, 2005. Use of Electronic Databases in Environmental Regulation, Policy Making and Public Participation. Brownfields 2005, Denver, Colorado.

**Hagemann, M.F.**, 2004. Perchlorate Contamination of the Colorado River and Impacts to Drinking Water in Nevada and the Southwestern U.S. Presentation to a meeting of the American Groundwater Trust, Las Vegas, NV (served on conference organizing committee).

**Hagemann, M.F.**, 2004. Invited testimony to a California Senate committee hearing on air toxins at schools in Southern California, Los Angeles.

Brown, A., Farrow, J., Gray, A. and **Hagemann, M.**, 2004. An Estimate of Costs to Address MTBE Releases from Underground Storage Tanks and the Resulting Impact to Drinking Water Wells.

Presentation to the Ground Water and Environmental Law Conference, National Groundwater Association.

**Hagemann, M.F.**, 2004. Perchlorate Contamination of the Colorado River and Impacts to Drinking Water in Arizona and the Southwestern U.S. Presentation to a meeting of the American Groundwater Trust, Phoenix, AZ (served on conference organizing committee).

**Hagemann, M.F.**, 2003. Perchlorate Contamination of the Colorado River and Impacts to Drinking Water in the Southwestern U.S. Invited presentation to a special committee meeting of the National Academy of Sciences, Irvine, CA.

**Hagemann, M.F.**, 2003. Perchlorate Contamination of the Colorado River. Invited presentation to a tribal EPA meeting, Pechanga, CA.

**Hagemann, M.F.**, 2003. Perchlorate Contamination of the Colorado River. Invited presentation to a meeting of tribal representatives, Parker, AZ.

**Hagemann, M.F.**, 2003. Impact of Perchlorate on the Colorado River and Associated Drinking Water Supplies. Invited presentation to the Inter-Tribal Meeting, Torres Martinez Tribe.

**Hagemann, M.F.**, 2003. The Emergence of Perchlorate as a Widespread Drinking Water Contaminant. Invited presentation to the U.S. EPA Region 9.

**Hagemann, M.F.**, 2003. A Deductive Approach to the Assessment of Perchlorate Contamination. Invited presentation to the California Assembly Natural Resources Committee.

**Hagemann, M.F.**, 2003. Perchlorate: A Cold War Legacy in Drinking Water. Presentation to a meeting of the National Groundwater Association.

**Hagemann, M.F.**, 2002. From Tank to Tap: A Chronology of MTBE in Groundwater. Presentation to a meeting of the National Groundwater Association.

**Hagemann, M.F.**, 2002. A Chronology of MTBE in Groundwater and an Estimate of Costs to Address Impacts to Groundwater. Presentation to the annual meeting of the Society of Environmental Journalists.

**Hagemann, M.F.**, 2002. An Estimate of the Cost to Address MTBE Contamination in Groundwater (and Who Will Pay). Presentation to a meeting of the National Groundwater Association.

**Hagemann, M.F.**, 2002. An Estimate of Costs to Address MTBE Releases from Underground Storage Tanks and the Resulting Impact to Drinking Water Wells. Presentation to a meeting of the U.S. EPA and State Underground Storage Tank Program managers.

**Hagemann, M.F.**, 2001. From Tank to Tap: A Chronology of MTBE in Groundwater. Unpublished report.

**Hagemann, M.F.**, 2001. Estimated Cleanup Cost for MTBE in Groundwater Used as Drinking Water. Unpublished report.

**Hagemann, M.F.**, 2001. Estimated Costs to Address MTBE Releases from Leaking Underground Storage Tanks.

Unpublished report.

**Hagemann, M.F.,** and VanMouwerik, M., 1999. Potential Water Concerns Related to Snowmobile Usage. Water Resources Division, National Park Service, Technical Report.

VanMouwerik, M. and **Hagemann, M.F.** 1999, Water Quality Concerns Related to Personal Watercraft Usage. Water Resources Division, National Park Service, Technical Report.

**Hagemann, M.F.,** 1999, Is Dilution the Solution to Pollution in National Parks? The George Wright Society Biannual Meeting, Asheville, North Carolina.

**Hagemann, M.F.,** 1997, The Potential for MTBE to Contaminate Groundwater. U.S. EPA Superfund Groundwater Technical Forum Annual Meeting, Las Vegas, Nevada.

**Hagemann, M.F.,** and Gill, M., 1996, Impediments to Intrinsic Remediation, Moffett Field Naval Air Station, Conference on Intrinsic Remediation of Chlorinated Hydrocarbons, Salt Lake City.

**Hagemann, M.F.,** Fukunaga, G.L., 1996, The Vulnerability of Groundwater to Anthropogenic Contaminants on the Island of Maui, Hawaii. Hawaii Water Works Association Annual Meeting, Maui, October 1996.

**Hagemann, M. F.,** Fukunaga, G. L., 1996, Ranking Groundwater Vulnerability in Central Oahu, Hawaii. Proceedings, Geographic Information Systems in Environmental Resources Management, Air and Waste Management Association Publication VIP-61.

**Hagemann, M.F.,** 1994. Groundwater Characterization and Cleanup at Closing Military Bases in California. Proceedings, California Groundwater Resources Association Meeting.

**Hagemann, M.F.** and Sabol, M.A., 1993. Role of the U.S. EPA in the High Plains States Groundwater Recharge Demonstration Program. Proceedings, Sixth Biennial Symposium on the Artificial Recharge of Groundwater.

**Hagemann, M.F.,** 1993. U.S. EPA Policy on the Technical Impracticability of the Cleanup of DNAPL-contaminated Groundwater. California Groundwater Resources Association Meeting.

**Hagemann, M.F.,** 1992. Dense Nonaqueous Phase Liquid Contamination of Groundwater: An Ounce of Prevention... Proceedings, Association of Engineering Geologists Annual Meeting, v. 35.

Other Experience:

Selected as subject matter expert for the California Professional Geologist licensing examinations, 2009-2011.

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Technical Consultation, Data Analysis and  
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## ***Paul Rosenfeld, Ph.D.***

*Principal Environmental Chemist*

**Chemical Fate and Transport & Air Dispersion Modeling**

**Risk Assessment & Remediation Specialist**

### **Education**

Ph.D. Soil Chemistry, University of Washington, 1999. Dissertation on volatile organic compound filtration.

M.S. Environmental Science, U.C. Berkeley, 1995. Thesis on organic waste economics.

B.A. Environmental Studies, U.C. Santa Barbara, 1991. Focus on wastewater treatment.

### **Professional Experience**

Dr. Rosenfeld has over 25 years of experience conducting environmental investigations and risk assessments for evaluating impacts to human health, property, and ecological receptors. His expertise focuses on the fate and transport of environmental contaminants, human health risk, exposure assessment, and ecological restoration. Dr. Rosenfeld has evaluated and modeled emissions from oil spills, landfills, boilers and incinerators, process stacks, storage tanks, confined animal feeding operations, industrial, military and agricultural sources, unconventional oil drilling operations, and locomotive and construction engines. His project experience ranges from monitoring and modeling of pollution sources to evaluating impacts of pollution on workers at industrial facilities and residents in surrounding communities. Dr. Rosenfeld has also successfully modeled exposure to contaminants distributed by water systems and via vapor intrusion.

Dr. Rosenfeld has investigated and designed remediation programs and risk assessments for contaminated sites containing lead, heavy metals, mold, bacteria, particulate matter, petroleum hydrocarbons, chlorinated solvents, pesticides, radioactive waste, dioxins and furans, semi- and volatile organic compounds, PCBs, PAHs, creosote, perchlorate, asbestos, per- and poly-fluoroalkyl substances (PFOA/PFOS), unusual polymers, fuel oxygenates (MTBE), among other pollutants. Dr. Rosenfeld also has experience evaluating greenhouse gas emissions from various projects and is an expert on the assessment of odors from industrial and agricultural sites, as well as the evaluation of odor nuisance impacts and technologies for abatement of odorous emissions. As a principal scientist at SWAPE, Dr. Rosenfeld directs air dispersion modeling and exposure assessments. He has served as an expert witness and testified about pollution sources causing nuisance and/or personal injury at sites and has testified as an expert witness on numerous cases involving exposure to soil, water and air contaminants from industrial, railroad, agricultural, and military sources.

## **Professional History:**

Soil Water Air Protection Enterprise (SWAPE); 2003 to present; Principal and Founding Partner  
UCLA School of Public Health; 2007 to 2011; Lecturer (Assistant Researcher)  
UCLA School of Public Health; 2003 to 2006; Adjunct Professor  
UCLA Environmental Science and Engineering Program; 2002-2004; Doctoral Intern Coordinator  
UCLA Institute of the Environment, 2001-2002; Research Associate  
Komex H<sub>2</sub>O Science, 2001 to 2003; Senior Remediation Scientist  
National Groundwater Association, 2002-2004; Lecturer  
San Diego State University, 1999-2001; Adjunct Professor  
Anteon Corp., San Diego, 2000-2001; Remediation Project Manager  
Ogden (now Amec), San Diego, 2000-2000; Remediation Project Manager  
Bechtel, San Diego, California, 1999 – 2000; Risk Assessor  
King County, Seattle, 1996 – 1999; Scientist  
James River Corp., Washington, 1995-96; Scientist  
Big Creek Lumber, Davenport, California, 1995; Scientist  
Plumas Corp., California and USFS, Tahoe 1993-1995; Scientist  
Peace Corps and World Wildlife Fund, St. Kitts, West Indies, 1991-1993; Scientist

## **Publications:**

**Rosenfeld, P.E.**, Spaeth, K.R., McCarthy, S.J. *et al.* Camp Lejeune Marine Cancer Risk Assessment for Exposure to Contaminated Drinking Water From 1955 to 1987. *Water Air Soil Pollut* **235**, 124 (2024).  
<https://doi.org/10.1007/s11270-023-06863-y>.

**Rosenfeld P.E.**, Spaeth K.R., Remy L.L., Byers V., Muerth S.A., Hallman R.C., Summers-Evans J., Barker S. (2023) Perfluoroalkyl substances exposure in firefighters: Sources and implications, *Environmental Research*, Volume 220, <https://doi.org/10.1016/j.envres.2022.115164>.

**Rosenfeld P.E.** and Spaeth K.R., (2023) Authors' Response to Letter to the Editor from Bullock and Ramacciotti, *Water Air Soil Pollution* Volume 234, <https://doi.org/10.1007/s11270-023-06165-3>

**Rosenfeld P. E.**, Spaeth K., Hallman R., Bressler R., Smith, G., (2022) Cancer Risk and Diesel Exhaust Exposure Among Railroad Workers. *Water Air Soil Pollution*. **233**, 171.

Remy, L.L., Clay T., Byers, V., **Rosenfeld P. E.** (2019) Hospital, Health, and Community Burden After Oil Refinery Fires, Richmond, California 2007 and 2012. *Environmental Health*. 18:48

Simons, R.A., Seo, Y. **Rosenfeld, P.**, (2015) Modeling the Effect of Refinery Emission On Residential Property Value. *Journal of Real Estate Research*. 27(3):321-342

Chen, J. A, Zapata A. R., Sutherland A. J., Molmen, D.R., Chow, B. S., Wu, L. E., **Rosenfeld, P. E.**, Hesse, R. C., (2012) Sulfur Dioxide and Volatile Organic Compound Exposure To A Community In Texas City Texas Evaluated Using Aermoc and Empirical Data. *American Journal of Environmental Science*, 8(6), 622-632.

**Rosenfeld, P.E.** & Feng, L. (2011). *The Risks of Hazardous Waste*. Amsterdam: Elsevier Publishing.

Cheremisinoff, N.P., & **Rosenfeld, P.E.** (2011). *Handbook of Pollution Prevention and Cleaner Production: Best Practices in the Agrochemical Industry*, Amsterdam: Elsevier Publishing.

Gonzalez, J., Feng, L., Sutherland, A., Waller, C., Sok, H., Hesse, R., **Rosenfeld, P.** (2010). PCBs and Dioxins/Furans in Attic Dust Collected Near Former PCB Production and Secondary Copper Facilities in Sauget, IL. *Procedia Environmental Sciences*. 113–125.

Feng, L., Wu, C., Tam, L., Sutherland, A.J., Clark, J.J., **Rosenfeld, P.E.** (2010). Dioxin and Furan Blood Lipid and Attic Dust Concentrations in Populations Living Near Four Wood Treatment Facilities in the United States. *Journal of Environmental Health*. 73(6), 34-46.

Cheremisinoff, N.P., & **Rosenfeld, P.E.** (2010). *Handbook of Pollution Prevention and Cleaner Production: Best Practices in the Wood and Paper Industries*. Amsterdam: Elsevier Publishing.

Cheremisinoff, N.P., & **Rosenfeld, P.E.**, (2009). *Handbook of Pollution Prevention and Cleaner Production: Best Practices in the Petroleum Industry*. Amsterdam: Elsevier Publishing.

Wu, C., Tam, L., Clark, J., **Rosenfeld, P.** (2009). Dioxin and furan blood lipid concentrations in populations living near four wood treatment facilities in the United States. *WIT Transactions on Ecology and the Environment, Air Pollution*, 123 (17), 319-327.

Cheremisinoff, N.P., **Rosenfeld, P.E.** Davletshin, A.R. (2008). *Responsible Care*. Gulf Publishing. Texas.

Tam L. K., Wu C. D., Clark J. J. and **Rosenfeld, P.E.** (2008). A Statistical Analysis Of Attic Dust And Blood Lipid Concentrations Of Tetrachloro-p-Dibenzodioxin (TCDD) Toxicity Equivalency Quotients (TEQ) In Two Populations Near Wood Treatment Facilities. *Organohalogen Compounds*, 70, 002252-002255.

Tam L. K., Wu C. D., Clark J. J. and **Rosenfeld, P.E.** (2008). Methods For Collect Samples For Assessing Dioxins And Other Environmental Contaminants In Attic Dust: A Review. *Organohalogen Compounds*, 70, 000527-000530.

Hensley, A.R. A. Scott, J. J. J. Clark, **Rosenfeld, P.E.** (2007). Attic Dust and Human Blood Samples Collected near a Former Wood Treatment Facility. *Environmental Research*. 105, 194-197.

**Rosenfeld, P.E.**, J. J. J. Clark, A. R. Hensley, M. Suffet. (2007). The Use of an Odor Wheel Classification for Evaluation of Human Health Risk Criteria for Compost Facilities. *Water Science & Technology* 55(5), 345-357.

**Rosenfeld, P. E.**, M. Suffet. (2007). The Anatomy of Odour Wheels for Odours of Drinking Water, Wastewater, Compost And The Urban Environment. *Water Science & Technology* 55(5), 335-344.

Sullivan, P. J. Clark, J.J.J., Agardy, F. J., **Rosenfeld, P.E.** (2007). *Toxic Legacy, Synthetic Toxins in the Food, Water, and Air in American Cities*. Boston Massachusetts: Elsevier Publishing

**Rosenfeld, P.E.**, and Suffet I.H. (2004). Control of Compost Odor Using High Carbon Wood Ash. *Water Science and Technology*. 49(9),171-178.

**Rosenfeld P. E.**, J.J. Clark, I.H. (Mel) Suffet (2004). The Value of An Odor-Quality-Wheel Classification Scheme for The Urban Environment. *Water Environment Federation's Technical Exhibition and Conference (WEFTEC) 2004*. New Orleans, October 2-6, 2004.

**Rosenfeld, P.E.**, and Suffet, I.H. (2004). Understanding Odorants Associated with Compost, Biomass Facilities, and the Land Application of Biosolids. *Water Science and Technology*. 49(9), 193-199.

**Rosenfeld, P.E.**, and Suffet I.H. (2004). Control of Compost Odor Using High Carbon Wood Ash, *Water Science and Technology*, 49(9), 171-178.

**Rosenfeld, P. E.**, Grey, M. A., Sellev, P. (2004). Measurement of Biosolids Odor and Odorant Emissions from Windrows, Static Pile and Biofilter. *Water Environment Research*. 76(4), 310-315.

**Rosenfeld, P.E.**, Grey, M and Suffet, M. (2002). Compost Demonstration Project, Sacramento California Using High-Carbon Wood Ash to Control Odor at a Green Materials Composting Facility. *Integrated Waste Management Board Public Affairs Office, Publications Clearinghouse (MS-6)*, Sacramento, CA Publication #442-02-008.

**Rosenfeld, P.E.**, and C.L. Henry. (2001). Characterization of odor emissions from three different biosolids. *Water Soil and Air Pollution*. 127(1-4), 173-191.

**Rosenfeld, P.E.**, and Henry C. L., (2000). Wood ash control of odor emissions from biosolids application. *Journal of Environmental Quality*. 29, 1662-1668.

**Rosenfeld, P.E.**, C.L. Henry and D. Bennett. (2001). Wastewater dewatering polymer affects on biosolids odor emissions and microbial activity. *Water Environment Research*. 73(4), 363-367.

**Rosenfeld, P.E.**, and C.L. Henry. (2001). Activated Carbon and Wood Ash Sorption of Wastewater, Compost, and Biosolids Odorants. *Water Environment Research*, 73, 388-393.

**Rosenfeld, P.E.**, and Henry C. L., (2001). High carbon wood ash effect on biosolids microbial activity and odor. *Water Environment Research*. 131(1-4), 247-262.

Chollack, T. and **P. Rosenfeld**. (1998). Compost Amendment Handbook for Landscaping. Prepared for and distributed by the City of Redmond, Washington State.

**Rosenfeld, P. E.** (1992). The Mount Liamuiga Crater Trail. *Heritage Magazine of St. Kitts*, 3(2).

**Rosenfeld, P. E.** (1993). High School Biogas Project to Prevent Deforestation on St. Kitts. *Biomass Users Network*, 7(1).

**Rosenfeld, P. E.** (1998). Characterization, Quantification, and Control of Odor Emissions from Biosolids Application To Forest Soil. Doctoral Thesis. University of Washington College of Forest Resources.

**Rosenfeld, P. E.** (1994). Potential Utilization of Small Diameter Trees on Sierra County Public Land. Master's thesis reprinted by the Sierra County Economic Council. Sierra County, California.

**Rosenfeld, P. E.** (1991). How to Build a Small Rural Anaerobic Digester & Uses Of Biogas In The First And Third World. Bachelor's Thesis. University of California.

## **Presentations:**

**Rosenfeld, P.E.**, "The science for Perfluorinated Chemicals (PFAS): What makes remediation so hard?" Law Seminars International, (May 9-10, 2018) 800 Fifth Avenue, Suite 101 Seattle, WA.

**Rosenfeld, P.E.**, Sutherland, A; Hesse, R.; Zapata, A. (October 3-6, 2013). Air dispersion modeling of volatile organic emissions from multiple natural gas wells in Decatur, TX. *44th Western Regional Meeting, American Chemical Society*. Lecture conducted from Santa Clara, CA.

Sok, H.L.; Waller, C.C.; Feng, L.; Gonzalez, J.; Sutherland, A.J.; Wisdom-Stack, T.; Sahai, R.K.; Hesse, R.C.; **Rosenfeld, P.E.** (June 20-23, 2010). Atrazine: A Persistent Pesticide in Urban Drinking Water. *Urban Environmental Pollution*. Lecture conducted from Boston, MA.

Feng, L.; Gonzalez, J.; Sok, H.L.; Sutherland, A.J.; Waller, C.C.; Wisdom-Stack, T.; Sahai, R.K.; La, M.; Hesse, R.C.; **Rosenfeld, P.E.** (June 20-23, 2010). Bringing Environmental Justice to East St. Louis, Illinois. *Urban Environmental Pollution*. Lecture conducted from Boston, MA.

**Rosenfeld, P.E.** (April 19-23, 2009). Perfluorooctanoic Acid (PFOA) and Perfluorooctane Sulfonate (PFOS) Contamination in Drinking Water From the Use of Aqueous Film Forming Foams (AFFF) at Airports in the United States. *2009 Ground Water Summit and 2009 Ground Water Protection Council Spring Meeting*, Lecture conducted from Tuscon, AZ.

**Rosenfeld, P.E.** (April 19-23, 2009). Cost to Filter Atrazine Contamination from Drinking Water in the United States” Contamination in Drinking Water From the Use of Aqueous Film Forming Foams (AFFF) at Airports in the United States. *2009 Ground Water Summit and 2009 Ground Water Protection Council Spring Meeting*. Lecture conducted from Tuscon, AZ.

Wu, C., Tam, L., Clark, J., **Rosenfeld, P.** (20-22 July (2009). Dioxin and furan blood lipid concentrations in populations living near four wood treatment facilities in the United States. Brebbia, C.A. and Popov, V., eds., *Air Pollution XVII: Proceedings of the Seventeenth International Conference on Modeling, Monitoring and Management of Air Pollution*. Lecture conducted from Tallinn, Estonia.

**Rosenfeld, P. E.** (October 15-18, 2007). Moss Point Community Exposure To Contaminants From A Releasing Facility. *The 23<sup>rd</sup> Annual International Conferences on Soils Sediment and Water*. Platform lecture conducted at University of Massachusetts, Amherst MA.

**Rosenfeld, P. E.** (October 15-18, 2007). The Repeated Trespass of Tritium-Contaminated Water Into A Surrounding Community Form Repeated Waste Spills From A Nuclear Power Plant. *The 23<sup>rd</sup> Annual International Conferences on Soils Sediment and Water*. Platform lecture conducted from University of Massachusetts, Amherst MA.

**Rosenfeld, P. E.** (October 15-18, 2007). Somerville Community Exposure To Contaminants From Wood Treatment Facility Emissions. *The 23<sup>rd</sup> Annual International Conferences on Soils Sediment and Water*. Lecture conducted from University of Massachusetts, Amherst MA.

**Rosenfeld P. E.** (March 2007). Production, Chemical Properties, Toxicology, & Treatment Case Studies of 1,2,3-Trichloropropane (TCP). *The Association for Environmental Health and Sciences (AEHS) Annual Meeting*. Lecture conducted from San Diego, CA.

**Rosenfeld P. E.** (March 2007). Blood and Attic Sampling for Dioxin/Furan, PAH, and Metal Exposure in Florala, Alabama. *The AEHS Annual Meeting*. Lecture conducted from San Diego, CA.

Hensley A.R., Scott, A., **Rosenfeld P.E.**, Clark, J.J.J. (August 21 – 25, 2006). Dioxin Containing Attic Dust And Human Blood Samples Collected Near A Former Wood Treatment Facility. *The 26th International Symposium on Halogenated Persistent Organic Pollutants – DIOXIN2006*. Lecture conducted from Radisson SAS Scandinavia Hotel in Oslo Norway.

Hensley A.R., Scott, A., **Rosenfeld P.E.**, Clark, J.J.J. (November 4-8, 2006). Dioxin Containing Attic Dust And Human Blood Samples Collected Near A Former Wood Treatment Facility. *APHA 134 Annual Meeting & Exposition*. Lecture conducted from Boston Massachusetts.

**Paul Rosenfeld Ph.D.** (October 24-25, 2005). Fate, Transport and Persistence of PFOA and Related Chemicals. Mealey’s C8/PFOA. *Science, Risk & Litigation Conference*. Lecture conducted from The Rittenhouse Hotel, Philadelphia, PA.

**Paul Rosenfeld Ph.D.** (September 19, 2005). Brominated Flame Retardants in Groundwater: Pathways to Human Ingestion, *Toxicology and Remediation PEMA Emerging Contaminant Conference*. Lecture conducted from Hilton Hotel, Irvine California.

**Paul Rosenfeld Ph.D.** (September 19, 2005). Fate, Transport, Toxicity, And Persistence of 1,2,3-TCP. *PEMA Emerging Contaminant Conference*. Lecture conducted from Hilton Hotel in Irvine, California.

**Paul Rosenfeld Ph.D.** (September 26-27, 2005). Fate, Transport and Persistence of PDBEs. *Mealey’s Groundwater Conference*. Lecture conducted from Ritz Carlton Hotel, Marina Del Ray, California.

**Paul Rosenfeld Ph.D.** (June 7-8, 2005). Fate, Transport and Persistence of PFOA and Related Chemicals. *International Society of Environmental Forensics: Focus on Emerging Contaminants*. Lecture conducted from Sheraton Oceanfront Hotel, Virginia Beach, Virginia.

**Paul Rosenfeld Ph.D.** (July 21-22, 2005). Fate Transport, Persistence and Toxicology of PFOA and Related Perfluorochemicals. *2005 National Groundwater Association Ground Water and Environmental Law Conference*. Lecture conducted from Wyndham Baltimore Inner Harbor, Baltimore Maryland.

**Paul Rosenfeld Ph.D.** (July 21-22, 2005). Brominated Flame Retardants in Groundwater: Pathways to Human Ingestion, Toxicology and Remediation. *2005 National Groundwater Association Ground Water and Environmental Law Conference*. Lecture conducted from Wyndham Baltimore Inner Harbor, Baltimore Maryland.

**Paul Rosenfeld, Ph.D.** and James Clark Ph.D. and Rob Hesse R.G. (May 5-6, 2004). Tert-butyl Alcohol Liability and Toxicology, A National Problem and Unquantified Liability. *National Groundwater Association. Environmental Law Conference*. Lecture conducted from Congress Plaza Hotel, Chicago Illinois.

**Paul Rosenfeld, Ph.D.** (March 2004). Perchlorate Toxicology. *Meeting of the American Groundwater Trust*. Lecture conducted from Phoenix Arizona.

Hagemann, M.F., **Paul Rosenfeld, Ph.D.** and Rob Hesse (2004). Perchlorate Contamination of the Colorado River. *Meeting of tribal representatives*. Lecture conducted from Parker, AZ.

**Paul Rosenfeld, Ph.D.** (April 7, 2004). A National Damage Assessment Model for PCE and Dry Cleaners. *Drycleaner Symposium. California Ground Water Association*. Lecture conducted from Radison Hotel, Sacramento, California.

**Rosenfeld, P. E.**, Grey, M., (June 2003) Two stage biofilter for biosolids composting odor control. *Seventh International In Situ And On Site Bioremediation Symposium Battelle Conference Orlando, FL*.

**Paul Rosenfeld, Ph.D.** and James Clark Ph.D. (February 20-21, 2003) Understanding Historical Use, Chemical Properties, Toxicity and Regulatory Guidance of 1,4 Dioxane. *National Groundwater Association. Southwest Focus Conference. Water Supply and Emerging Contaminants*. Lecture conducted from Hyatt Regency Phoenix Arizona.

**Paul Rosenfeld, Ph.D.** (February 6-7, 2003). Underground Storage Tank Litigation and Remediation. *California CUPA Forum*. Lecture conducted from Marriott Hotel, Anaheim California.

**Paul Rosenfeld, Ph.D.** (October 23, 2002) Underground Storage Tank Litigation and Remediation. *EPA Underground Storage Tank Roundtable*. Lecture conducted from Sacramento California.

**Rosenfeld, P.E.** and Suffet, M. (October 7- 10, 2002). Understanding Odor from Compost, *Wastewater and Industrial Processes. Sixth Annual Symposium on Off Flavors in the Aquatic Environment. International Water Association*. Lecture conducted from Barcelona Spain.

**Rosenfeld, P.E.** and Suffet, M. (October 7- 10, 2002). Using High Carbon Wood Ash to Control Compost Odor. *Sixth Annual Symposium on Off Flavors in the Aquatic Environment. International Water Association*. Lecture conducted from Barcelona Spain.

**Rosenfeld, P.E.** and Grey, M. A. (September 22-24, 2002). Biocycle Composting for Coastal Sage Restoration. *Northwest Biosolids Management Association*. Lecture conducted from Vancouver Washington.

**Rosenfeld, P.E.** and Grey, M. A. (November 11-14, 2002). Using High-Carbon Wood Ash to Control Odor at a Green Materials Composting Facility. *Soil Science Society Annual Conference*. Lecture conducted from Indianapolis, Maryland.

**Rosenfeld, P.E.** (September 16, 2000). Two stage biofilter for biosolids composting odor control. *Water Environment Federation*. Lecture conducted from Anaheim California.

**Rosenfeld, P.E.** (October 16, 2000). Wood ash and biofilter control of compost odor. *Biofest*. Lecture conducted from Ocean Shores, California.

**Rosenfeld, P.E.** (2000). Bioremediation Using Organic Soil Amendments. *California Resource Recovery Association*. Lecture conducted from Sacramento California.

**Rosenfeld, P.E.**, C.L. Henry, R. Harrison. (1998). Oat and Grass Seed Germination and Nitrogen and Sulfur Emissions Following Biosolids Incorporation with High-Carbon Wood-Ash. *Water Environment Federation 12th Annual Residuals and Biosolids Management Conference Proceedings*. Lecture conducted from Bellevue Washington.

**Rosenfeld, P.E.**, and C.L. Henry. (1999). An evaluation of ash incorporation with biosolids for odor reduction. *Soil Science Society of America*. Lecture conducted from Salt Lake City Utah.

**Rosenfeld, P.E.**, C.L. Henry, R. Harrison. (1998). Comparison of Microbial Activity and Odor Emissions from Three Different Biosolids Applied to Forest Soil. *Brown and Caldwell*. Lecture conducted from Seattle Washington.

**Rosenfeld, P.E.**, C.L. Henry. (1998). Characterization, Quantification, and Control of Odor Emissions from Biosolids Application To Forest Soil. *Biofest*. Lecture conducted from Lake Chelan, Washington.

**Rosenfeld, P.E.**, C.L. Henry, R. Harrison. (1998). Oat and Grass Seed Germination and Nitrogen and Sulfur Emissions Following Biosolids Incorporation with High-Carbon Wood-Ash. *Water Environment Federation 12th Annual Residuals and Biosolids Management Conference Proceedings*. Lecture conducted from Bellevue Washington.

**Rosenfeld, P.E.**, C.L. Henry, R. B. Harrison, and R. Dills. (1997). Comparison of Odor Emissions from Three Different Biosolids Applied to Forest Soil. *Soil Science Society of America*. Lecture conducted from Anaheim California.

## **Teaching Experience:**

UCLA Department of Environmental Health (Summer 2003 through 20010) Taught Environmental Health Science 100 to students, including undergrad, medical doctors, public health professionals and nurses. The course focused on the health effects of environmental contaminants.

National Ground Water Association, Successful Remediation Technologies. Custom Course in Sante Fe, New Mexico. May 21, 2002. Focused on fate and transport of fuel contaminants associated with underground storage tanks.

National Ground Water Association; Successful Remediation Technologies Course in Chicago Illinois. April 1, 2002. Focused on fate and transport of contaminants associated with Superfund and RCRA sites.

California Integrated Waste Management Board, April and May 2001. Alternative Landfill Caps Seminar in San Diego, Ventura, and San Francisco. Focused on both prescriptive and innovative landfill cover design.

UCLA Department of Environmental Engineering, February 5, 2002. Seminar on Successful Remediation Technologies focusing on Groundwater Remediation.

University Of Washington, Soil Science Program, Teaching Assistant for several courses including Soil Chemistry, Organic Soil Amendments, and Soil Stability.

U.C. Berkeley, Environmental Science Program Teaching Assistant for Environmental Science 10.

## **Academic Grants Awarded:**

California Integrated Waste Management Board. \$41,000 grant awarded to UCLA Institute of the Environment. Goal: To investigate the effect of high carbon wood ash on volatile organic emissions from compost. 2001.

Synagro Technologies, Corona California: \$10,000 grant awarded to San Diego State University.  
Goal: investigate the effect of biosolids for restoration and remediation of degraded coastal sage soils. 2000.

King County, Department of Research and Technology, Washington State. \$100,000 grant awarded to University of Washington: Goal: To investigate odor emissions from biosolids application and the effect of polymers and ash on VOC emissions. 1998.

Northwest Biosolids Management Association, Washington State. \$20,000 grant awarded to investigate the effect of polymers and ash on VOC emissions from biosolids. 1997.

James River Corporation, Oregon: \$10,000 grant was awarded to investigate the success of genetically engineered Poplar trees with resistance to round-up. 1996.

United State Forest Service, Tahoe National Forest: \$15,000 grant was awarded to investigating fire ecology of the Tahoe National Forest. 1995.

Kellogg Foundation, Washington D.C. \$500 grant was awarded to construct a large anaerobic digester on St. Kitts in West Indies. 1993

## **Deposition and/or Trial Testimony:**

In the District Court of Harris County Texas  
Mt Davis Interest, Inc v Sesco Cement Corp  
Cause No 2023-26512  
Trial 6-6-25

In the United States Southern District of New York  
Gallo vs Avon Products Inc., et al  
Civil Action No.: 1:23-cv-2023  
Deposition 4-24-2025

In Vanderburgh Superior Court 5, County of Vanderburgh, Indiana  
Markello v CSX  
Civil Action No 82D05-2011-CT-004962  
Deposition 3-26-25

In the Circuit Court of Cook County Illinois  
Jarosiewicz v Northeast Regional Railroad  
Case No 2023 L 002290  
Deposition 2-27-25

In the District Court 191st Judicial District Dallas County  
Acklin v Poly America International  
Cause No DC-22-08610  
Deposition 1-8-2025

United States District Court, Norther District of California  
Asustin Vs Monsanto  
Case No 2:23-cv-272  
Deposition 12-20-25

In Jefferson Circuit Court Division One, Louisville, Kentucky  
Stafford vs, CSX  
Case No. 18-CI-001790

Deposition: 8-27-24

In the Twenty-Second Judicial Circuit of St. Louis. State of Missouri  
Patricia Godfrey vs, Amtrak  
Case No. 2122-CC-00525  
Deposition: 7-17-24

In the Circuit Court of Jefferson County Alabama  
Linda Early Vs. CSX  
Case number CV-2021-00241  
Deposition 6-24-24

In the Court of Common Pleas Lucas County, Ohio  
Brenda Conkright vs. CSX  
Case No. G-4801-CI-0202102664-000  
Deposition: 6-4-24

In the Commonwealth of Kentucky, Greenup Circuit Court  
Patsy Sue Napier vs. CSX  
Case No. 19-CI-0012  
Deposition: 5-8-2-24

In United States District Court of Hawaii  
Patrick Feindt, Jr. et al. vs. The United States of America  
Case No. 1:22-cv-LEK-KJM  
Trial 3-29-24 and 4-5-24

In the District Court of Hood County State of Texas  
Artie Gray vs. Exxon Mobil  
Case No. C-2018047  
Rosenfeld Deposition:4-22-2024

In the Elkhart Superior Court State of Indiana  
Estate of Clark Stacy vs. Penn Central Corporation  
Cause No 2D01-2001-CT-00007  
Rosenfeld Deposition 1-25-2024 and 3-7-2024

In the Circuit Court of Trempealeau County, State of Wisconsin  
Michael J. Sylla et al. vs. High-Crush Whitehall LLC  
Case No. 2019-CV-63, 2019-CV-64, 2019-CV-65, 2019-CV-66  
Rosenfeld Deposition: 3-5-2024

In the Circuit Court of Trempealeau County, State of Wisconsin  
Leland Drangstveit vs. High-Crush Blair LLC  
Case No. 19-CV-66  
Rosenfeld Deposition 3-5-2024

In the Circuit Court of Jefferson County Alabama  
Donald Lee Ashworth vs. CSX Transportation Inc.  
Case No CV-2021-901261  
Rosenfeld Deposition 1-23-2024

In the United States District Court for the Eastern District of Wisconsin  
Gary L Siepe vs. Soo Line Railroad  
Case No. 2:21-cv-00919  
Rosenfeld Deposition 1-19-2024

In the United States District Court for the Western District of Louisiana  
Ricky Bush v. Clean Harbors Colfax LLC  
Case No. 1:22-cv-02026-DDD-JPM  
Rosenfeld Deposition 12-18-2023 and 1-15-2024

In United States District Court of Hawaii  
Patrick Feindt, Jr. et al. vs. The United States of America  
Case No. 1:22-cv-LEK-KJM  
Rosenfeld Deposition 11-29-2023

In the Circuit Court for the Twentieth Judicial Circuit St. Clair County, Illinois  
Timothy Gray vs. Rural King et al.  
Case No 2022-LA-355  
Rosenfeld Deposition 9-26-2023

In United States District Court Eastern District of Wisconsin  
Gary L. Siepe vs. Soo Line Railroad Company  
Case No. 2:21-cv-00919  
Rosenfeld Deposition 9-15-2023

In the Circuit Court of Cook County Illinois  
Donald Fox vs. BNSF  
Case No. 2021 L12  
Rosenfeld Deposition 9-12-2023

In the Court of Common Pleas Cuyahoga County, Ohio  
Thomas Schleich vs. Penn Central Corporation  
Lead Case No. CV-20-939184  
Rosenfeld Deposition 8-27-2023

In the Circuit Court of Jackson County Missouri at Kansas City  
Timothy Dalsing vs. BNSF  
Case No. No. 2216-cv06539  
Rosenfeld Deposition 7-28-2023

In the United States District Court for the Southern District of Texas Houston Division  
International Terminals Company LLC Deer Park Fire Litigation  
Lead Case No. 4:19-cv-01460  
Rosenfeld Deposition 7-25-2023

In the Circuit Court of Livingston County Missouri  
Shirley Ralls vs. Canadian Pacific Railway and Soo Lind Railroad  
Case No. 28LV-CV0020  
Rosenfeld Daubert Hearing 7-18-2023 Trial Testimony 7-19-2023

In the Circuit Court of Cook County Illinois  
Brenda Wright vs. Penn Central and Conrail  
Case No. No. 2032L003966  
Rosenfeld Deposition 6-13-2023

In the Circuit Court Common Pleas Philadelphia of Jefferson County Alabama  
Frank Belle vs. Birmingham Southern Railroad Company et al.  
Case No. 01-cv-2021-900901.00  
Rosenfeld Deposition 4-6-2023

In the Circuit Court of Jefferson County Alabama  
Linda De Gregorio vs. Penn Central  
Case No. 002278  
Rosenfeld Deposition 3-27-20203

In the United States District Court Eastern District of New York  
Rosalie Romano et al. vs. Northrup Grumman Corporation  
Case No. 16-cv-5760  
Rosenfeld Deposition 3-16-2023

In the Superior Court of Washington, Spokane County  
Judy Cundy vs. BNSF  
Case No. 21-2-03718-32  
Rosenfeld Deposition 3-9-2023

In The Court of Common Pleas of Philadelphia County, PA Civil Trial Division  
Feaster v Conrail  
Case No. 001075  
Rosenfeld Deposition 2-1-2023

In United States District Court for the Central District of Illinois  
Sherman vs. BNSF  
Case No. 3:17-cv-01192  
Rosenfeld Deposition 1-18-2023

In United States District Court District of Colorado  
Gonzales vs. BNSF  
Case No. 1:21-cv-01690  
Rosenfeld Deposition 1-17-2023

In United States District Court District of Colorado  
Abeyta vs. BNSF  
Case No. 1:21-cv-01689-KMT  
Rosenfeld Deposition 1-3-2023

In United States District Court For The Easter District of Louisiana  
Nathaniel Smith vs. Illinois Central Railroad  
Case No. 2:21-cv-01235  
Rosenfeld Deposition 11-30-2022

In the Superior Court of the State of California, County of San Bernardino  
Billy Wildrick, Plaintiff vs. BNSF Railway Company  
Case No. CIVDS1711810  
Rosenfeld Deposition 10-17-2022

In the State Court of Bibb County, State of Georgia  
Richard Hutcherson, Plaintiff vs Norfolk Southern Railway Company  
Case No. 10-SCCV-092007  
Rosenfeld Deposition 10-6-2022

In the Civil District Court of the Parish of Orleans, State of Louisiana  
Millard Clark, Plaintiff vs. Dixie Carriers, Inc. et al.  
Case No. 2020-03891  
Rosenfeld Deposition 9-15-2022

In The Circuit Court of Livingston County, State of Missouri, Circuit Civil Division

Shirley Ralls, Plaintiff vs. Canadian Pacific Railway and Soo Line Railroad  
Case No. 18-LV-CC0020  
Rosenfeld Deposition 9-7-2022

In The Circuit Court of the 13th Judicial Circuit Court, Hillsborough County, Florida Civil Division  
Jonny C. Daniels, Plaintiff vs. CSX Transportation Inc.  
Case No. 20-CA-5502  
Rosenfeld Deposition 9-1-2022

In The Circuit Court of St. Louis County, State of Missouri  
Kieth Luke et. al. Plaintiff vs. Monsanto Company et. al.  
Case No. 19SL-CC03191  
Rosenfeld Deposition 8-25-2022

In The Circuit Court of the 13th Judicial Circuit Court, Hillsborough County, Florida Civil Division  
Jeffery S. Lamotte, Plaintiff vs. CSX Transportation Inc.  
Case No. NO. 20-CA-0049  
Rosenfeld Deposition 8-22-2022

In State of Minnesota District Court, County of St. Louis Sixth Judicial District  
Greg Bean, Plaintiff vs. Soo Line Railroad Company  
Case No. 69-DU-CV-21-760  
Rosenfeld Deposition 8-17-2022

In United States District Court Western District of Washington at Tacoma, Washington  
John D. Fitzgerald Plaintiff vs. BNSF  
Case No. 3:21-cv-05288-RJB  
Rosenfeld Deposition 8-11-2022

In Circuit Court of the Sixth Judicial Circuit, Macon Illinois  
Rocky Bennyhoff Plaintiff vs. Norfolk Southern  
Case No. 20-L-56  
Rosenfeld Deposition 8-3-2022, Trial 1-10-2023

In Court of Common Pleas, Hamilton County Ohio  
Joe Briggins Plaintiff vs. CSX  
Case No. A2004464  
Rosenfeld Deposition 6-17-2022

In the Superior Court of the State of California, County of Kern  
George LaFazia vs. BNSF Railway Company.  
Case No. BCV-19-103087  
Rosenfeld Deposition 5-17-2022

In the Circuit Court of Cook County Illinois  
Bobby Earles vs. Penn Central et. al.  
Case No. 2020-L-000550  
Rosenfeld Deposition 4-16-2022

In United States District Court Easter District of Florida  
Albert Hartman Plaintiff vs. Illinois Central  
Case No. 2:20-cv-1633  
Rosenfeld Deposition 4-4-2022

In the Circuit Court of the 4<sup>th</sup> Judicial Circuit, in and For Duval County, Florida  
Barbara Steele vs. CSX Transportation

Case No.16-219-Ca-008796  
Rosenfeld Deposition 3-15-2022

In United States District Court Easter District of New York  
Romano et al. vs. Northrup Grumman Corporation  
Case No. 16-cv-5760  
Rosenfeld Deposition 3-10-2022

In the Circuit Court of Cook County Illinois  
Linda Benjamin vs. Illinois Central  
Case No. No. 2019 L 007599  
Rosenfeld Deposition 1-26-2022

In the Circuit Court of Cook County Illinois  
Donald Smith vs. Illinois Central  
Case No. No. 2019 L 003426  
Rosenfeld Deposition 1-24-2022

In the Circuit Court of Cook County Illinois  
Jan Holeman vs. BNSF  
Case No. 2019 L 000675  
Rosenfeld Deposition 1-18-2022

In the State Court of Bibb County State of Georgia  
Dwayne B. Garrett vs. Norfolk Southern  
Case No. 20-SCCV-091232  
Rosenfeld Deposition 11-10-2021

In the Circuit Court of Cook County Illinois  
Joseph Ruepke vs. BNSF  
Case No. 2019 L 007730  
Rosenfeld Deposition 11-5-2021

In the United States District Court For the District of Nebraska  
Steven Gillett vs. BNSF  
Case No. 4:20-cv-03120  
Rosenfeld Deposition 10-28-2021

In the Montana Thirteenth District Court of Yellowstone County  
James Eadus vs. Soo Line Railroad and BNSF  
Case No. DV 19-1056  
Rosenfeld Deposition 10-21-2021

In the Circuit Court Of The Twentieth Judicial Circuit, St Clair County, Illinois  
Martha Custer et al. vs Cerro Flow Products, Inc.  
Case No. 0i9-L-2295  
Rosenfeld Deposition 5-14-2021  
Trial October 8-4-2021

In the Circuit Court of Cook County Illinois  
Joseph Rafferty vs. Consolidated Rail Corporation and National Railroad Passenger Corporation d/b/a  
AMTRAK,  
Case No. 18-L-6845  
Rosenfeld Deposition 6-28-2021

In the United States District Court For the Northern District of Illinois

Theresa Romcoe vs. Northeast Illinois Regional Commuter Railroad Corporation d/b/a METRA Rail  
Case No. 17-cv-8517  
Rosenfeld Deposition 5-25-2021

In the Superior Court of the State of Arizona In and For the County of Maricopa  
Mary Tryon et al. vs. The City of Phoenix v. Cox Cactus Farm, L.L.C., Utah Shelter Systems, Inc.  
Case No. CV20127-094749  
Rosenfeld Deposition 5-7-2021

In the United States District Court for the Eastern District of Texas Beaumont Division  
Robinson, Jeremy et al vs. CNA Insurance Company et al.  
Case No. 1:17-cv-000508  
Rosenfeld Deposition 3-25-2021

In the Superior Court of the State of California, County of San Bernardino  
Gary Garner, Personal Representative for the Estate of Melvin Garner vs. BNSF Railway Company.  
Case No. 1720288  
Rosenfeld Deposition 2-23-2021

In the Superior Court of the State of California, County of Los Angeles, Spring Street Courthouse  
Benny M Rodriguez vs. Union Pacific Railroad, A Corporation, et al.  
Case No. 18STCV01162  
Rosenfeld Deposition 12-23-2020

In the Circuit Court of Jackson County, Missouri  
Karen Cornwell, Plaintiff, vs. Marathon Petroleum, LP, Defendant.  
Case No. 1716-CV10006  
Rosenfeld Deposition 8-30-2019

In the United States District Court For The District of New Jersey  
Duarte et al, Plaintiffs, vs. United States Metals Refining Company et. al. Defendant.  
Case No. 2:17-cv-01624-ES-SCM  
Rosenfeld Deposition 6-7-2019

In the United States District Court of Southern District of Texas Galveston Division  
M/T Carla Maersk vs. Conti 168., Schiffahrts-GMBH & Co. Bulker KG MS “Conti Perdido” Defendant.  
Case No. 3:15-CV-00106 consolidated with 3:15-CV-00237  
Rosenfeld Deposition 5-9-2019

In The Superior Court of the State of California In And For The County Of Los Angeles – Santa Monica  
Carole-Taddeo-Bates et al., vs. Ifran Khan et al., Defendants  
Case No. BC615636  
Rosenfeld Deposition 1-26-2019

In The Superior Court of the State of California In And For The County Of Los Angeles – Santa Monica  
The San Gabriel Valley Council of Governments et al. vs El Adobe Apts. Inc. et al., Defendants  
Case No. BC646857  
Rosenfeld Deposition 10-6-2018; Trial 3-7-19

In United States District Court For The District of Colorado  
Bells et al. Plaintiffs vs. The 3M Company et al., Defendants  
Case No. 1:16-cv-02531-RBJ  
Rosenfeld Deposition 3-15-2018 and 4-3-2018

In The District Court Of Regan County, Texas, 112<sup>th</sup> Judicial District  
Phillip Bales et al., Plaintiff vs. Dow Agrosiences, LLC, et al., Defendants

Cause No. 1923  
Rosenfeld Deposition 11-17-2017

In The Superior Court of the State of California In And For The County Of Contra Costa  
Simons et al., Plaintiffs vs. Chevron Corporation, et al., Defendants  
Cause No. C12-01481  
Rosenfeld Deposition 11-20-2017

In The Circuit Court of The Twentieth Judicial Circuit, St Clair County, Illinois  
Martha Custer et al., Plaintiff vs. Cerro Flow Products, Inc., Defendants  
Case No.: No. 019-L-2295  
Rosenfeld Deposition 8-23-2017

In United States District Court For The Southern District of Mississippi  
Guy Manuel vs. The BP Exploration et al., Defendants  
Case No. 1:19-cv-00315-RHW  
Rosenfeld Deposition 4-22-2020

In The Superior Court of the State of California, For The County of Los Angeles  
Warrn Gilbert and Penny Gilber, Plaintiff vs. BMW of North America LLC  
Case No. LC102019 (c/w BC582154)  
Rosenfeld Deposition 8-16-2017, Trail 8-28-2018

In the Northern District Court of Mississippi, Greenville Division  
Brenda J. Cooper, et al., Plaintiffs, vs. Meritor Inc., et al., Defendants  
Case No. 4:16-cv-52-DMB-JVM  
Rosenfeld Deposition July 2017

In The Superior Court of the State of Washington, County of Snohomish  
Michael Davis and Julie Davis et al., Plaintiff vs. Cedar Grove Composting Inc., Defendants  
Case No. 13-2-03987-5  
Rosenfeld Deposition, February 2017  
Trial March 2017

In The Superior Court of the State of California, County of Alameda  
Charles Spain., Plaintiff vs. Thermo Fisher Scientific, et al., Defendants  
Case No. RG14711115  
Rosenfeld Deposition September 2015

In The Iowa District Court In And For Poweshiek County  
Russell D. Winburn, et al., Plaintiffs vs. Doug Hoksbergen, et al., Defendants  
Case No. LALA002187  
Rosenfeld Deposition August 2015

In The Circuit Court of Ohio County, West Virginia  
Robert Andrews, et al. vs. Antero, et al.  
Civil Action No. 14-C-30000  
Rosenfeld Deposition June 2015

In The Iowa District Court for Muscatine County  
Laurie Freeman et. al. Plaintiffs vs. Grain Processing Corporation, Defendant  
Case No. 4980  
Rosenfeld Deposition May 2015

In the Circuit Court of the 17<sup>th</sup> Judicial Circuit, in and For Broward County, Florida  
Walter Hinton, et. al. Plaintiff, vs. City of Fort Lauderdale, Florida, a Municipality, Defendant.

Case No. CACE07030358 (26)  
Rosenfeld Deposition December 2014

In the United States District Court Western District of Oklahoma  
Tommy McCarty, et al., Plaintiffs, vs. Oklahoma City Landfill, LLC d/b/a Southeast Oklahoma City  
Landfill, et al. Defendants.  
Case No. 5:12-cv-01152-C  
Rosenfeld Deposition: July 2014

In the County Court of Dallas County Texas  
Lisa Parr et al, *Plaintiff*, vs. Aruba et al, *Defendant*.  
Case Number cc-11-01650-E  
Rosenfeld Deposition: March and September 2013  
Rosenfeld Trial: April 2014

In the County of Kern, Unlimited Jurisdiction  
Rose Propagation Services vs. Heppe Enterprises  
Case No. S-1500-CV-278190, LHB  
Rosenfeld Deposition: May 2014

In the Circuit Court of Baltimore County Maryland  
Philip E. Cvach, II et al., *Plaintiffs* vs. Two Farms, Inc. d/b/a Royal Farms, Defendants  
Case Number: 03-C-12-012487 OT  
Rosenfeld Deposition: September 2013

In the Court of Galveston County, Texas 56<sup>th</sup> Judicial District  
MDL Litigation Regarding Texas City Refinery Ultracracker Emission Event Litigation  
Cause No. 10-UC-0001  
Rosenfeld Deposition: March 2013  
Rosenfeld Trial: September 2013

In the United States District Court of Southern District of Texas Galveston Division  
Kyle Cannon, Eugene Donovan, Genaro Ramirez, Carol Sassler, and Harvey Walton, each Individually and  
on behalf of those similarly situated, *Plaintiffs*, vs. BP Products North America, Inc., *Defendant*.  
Case 3:10-cv-00622  
Rosenfeld Deposition: February 2012  
Rosenfeld Trial: April 2013

In the United States District court of Southern District of California  
United States of America, Plaintiff vs. 2,560 Acres of Land, more or less, located in Imperial County, State  
of California; and Donald L. Crawford, et. al.  
Civil No. 3:11-cv-02258-IEG-RBB  
Rosenfeld Deposition: December 2012, January 2013

In the Court of Common Pleas of Tuscarawas County Ohio  
John Michael Abicht, et al., Plaintiffs, vs. Republic Services, Inc., et al., Defendants  
Case No. 2008 CT 10 0741 (Cons. w/ 2009 CV 10 0987)  
Rosenfeld Deposition October 2012

In the Court of Common Pleas of Tuscarawas County Ohio  
John Michael Abicht, et al., *Plaintiffs*, vs. Republic Services, Inc., et al., *Defendants*  
Case Number: 2008 CT 10 0741 (Cons. w/ 2009 CV 10 0987)  
Rosenfeld Deposition: October 2012

In the United States District Court for the Middle District of Alabama, Northern Division  
James K. Benefield, et al., Plaintiffs, vs. International Paper Company, Defendant.

Civil Action No. 2:09-cv-232-WHA-TFM  
Rosenfeld Deposition July 2010, June 2011

# EXHIBIT C



Date: September 24, 2025

To: Hayley Uno  
Lozeau | Drury LLP  
1939 Harrison Street, Suite 150  
Oakland, California 94612

From: Francis J. Offermann PE CIH

Subject: Indoor Air Quality: Master Case No. 23-101 Project, Fontana, CA  
(IEE File Reference: P-4898)

Pages: 20

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## **Indoor Air Quality Impacts**

Indoor air quality (IAQ) directly impacts the comfort and health of building occupants, and the achievement of acceptable IAQ in newly constructed and renovated buildings is a well-recognized design objective. For example, IAQ is addressed by major high-performance building rating systems and building codes (California Building Standards Commission, 2014; USGBC, 2014). Indoor air quality in homes is particularly important because occupants, on average, spend approximately ninety percent of their time indoors with the majority of this time spent at home (EPA, 2011). Some segments of the population that are most susceptible to the effects of poor IAQ, such as the very young and the elderly, occupy their homes almost continuously. Additionally, an increasing number of adults are working from home at least some of the time during the workweek. Indoor air quality also is a serious concern for workers in hotels, offices and other business establishments.

The concentrations of many air pollutants often are elevated in homes and other buildings relative to outdoor air because many of the materials and products used indoors contain

and release a variety of pollutants to air (Hodgson et al., 2002; Offermann and Hodgson, 2011). With respect to indoor air contaminants for which inhalation is the primary route of exposure, the critical design and construction parameters are the provision of adequate ventilation and the reduction of indoor sources of the contaminants.

**Indoor Formaldehyde Concentrations Impact.** In the California New Home Study (CNHS) of 108 new homes in California (Offermann, 2009), 25 air contaminants were measured, and formaldehyde was identified as the indoor air contaminant with the highest cancer risk as determined by the California Proposition 65 Safe Harbor Levels (OEHHA, 2017a), No Significant Risk Levels (NSRL) for carcinogens. The NSRL is the daily intake level calculated to result in one excess case of cancer in an exposed population of 100,000 (i.e., ten in one million cancer risk) and for formaldehyde is 40 µg/day. The NSRL concentration of formaldehyde that represents a daily dose of 40 µg is 2 µg/m<sup>3</sup>, assuming a continuous 24-hour exposure, a total daily inhaled air volume of 20 m<sup>3</sup>, and 100% absorption by the respiratory system. All of the CNHS homes exceeded this NSRL concentration of 2 µg/m<sup>3</sup>. The median indoor formaldehyde concentration was 36 µg/m<sup>3</sup>, and ranged from 4.8 to 136 µg/m<sup>3</sup>, which corresponds to a median exceedance of the 2 µg/m<sup>3</sup> NSRL concentration of 18 and a range of 2.3 to 68.

Therefore, the cancer risk of a resident living in a California home with the median indoor formaldehyde concentration of 36 µg/m<sup>3</sup>, is 180 per million as a result of formaldehyde alone. The CEQA significance threshold for airborne cancer risk is 10 per million, as established by the South Coast Air Quality Management District (SCAQMD, 2015).

Besides being a human carcinogen, formaldehyde is also a potent eye and respiratory irritant. In the CNHS, many homes exceeded the non-cancer reference exposure levels (RELs) prescribed by California Office of Environmental Health Hazard Assessment (OEHHA, 2017b). The percentage of homes exceeding the RELs ranged from 98% for the Chronic REL of 9 µg/m<sup>3</sup> to 28% for the Acute REL of 55 µg/m<sup>3</sup>.

The primary source of formaldehyde indoors is composite wood products manufactured with urea-formaldehyde resins, such as plywood, medium density fiberboard, and

particleboard. These materials are commonly used in building construction for flooring, cabinetry, baseboards, window shades, interior doors, and window and door trims.

In January 2009, the California Air Resources Board (CARB) adopted an airborne toxics control measure (ATCM) to reduce formaldehyde emissions from composite wood products, including hardwood plywood, particleboard, medium density fiberboard, and also furniture and other finished products made with these wood products (California Air Resources Board 2009). While this formaldehyde ATCM has resulted in reduced emissions from composite wood products sold in California, they do not preclude that homes built with composite wood products meeting the CARB ATCM will have indoor formaldehyde concentrations below cancer and non-cancer exposure guidelines.

A follow up study to the California New Home Study (CNHS) was conducted in 2016-2018 (Singer et. al., 2019), and found that the median indoor formaldehyde in new homes built after 2009 with CARB Phase 2 Formaldehyde ATCM materials had lower indoor formaldehyde concentrations, with a median indoor concentration of 22.4  $\mu\text{g}/\text{m}^3$  (18.2 ppb) as compared to a median of 36  $\mu\text{g}/\text{m}^3$  found in the 2007 CNHS. Unlike in the CNHS study where formaldehyde concentrations were measured with pumped DNPH samplers, the formaldehyde concentrations in the HENGH study were measured with passive samplers, which were estimated to under-measure the true indoor formaldehyde concentrations by approximately 7.5%. Applying this correction to the HENGH indoor formaldehyde concentrations results in a median indoor concentration of 24.1  $\mu\text{g}/\text{m}^3$ , which is 33% lower than the 36  $\mu\text{g}/\text{m}^3$  found in the 2007 CNHS.

Thus, while new homes built after the 2009 CARB formaldehyde ATCM have a 33% lower median indoor formaldehyde concentration and cancer risk, the median lifetime cancer risk is still 120 per million for homes built with CARB compliant composite wood products. This median lifetime cancer risk is more than 12 times the OEHHA 10 in a million cancer risk threshold (OEHHA, 2017a).

With respect to the Master Case No. 23-101 Project, Fontana, CA the building consists of residential and commercial spaces.

The residential occupants will potentially have continuous exposure (e.g. 24 hours per day, 52 weeks per year). These exposures are anticipated to result in significant cancer risks resulting from exposures to formaldehyde released by the building materials and furnishing commonly found in residential construction.

Because these residences will be constructed with CARB Phase 2 Formaldehyde ATCM materials and be ventilated with the minimum code required amount of outdoor air, the indoor residential formaldehyde concentrations are likely similar to those concentrations observed in residences built with CARB Phase 2 Formaldehyde ATCM materials, which is a median of 24.1  $\mu\text{g}/\text{m}^3$  (Singer et. al., 2020)

Assuming that the residential occupants inhale 20  $\text{m}^3$  of air per day, the average 70-year lifetime formaldehyde daily dose is 482  $\mu\text{g}/\text{day}$  for continuous exposure in the residences. This exposure represents a cancer risk of 120 per million, which is more than 12 times the CEQA cancer risk of 10 per million. For occupants that do not have continuous exposure, the cancer risk will be proportionally less but still substantially over the CEQA cancer risk of 10 per million (e.g. for 12/hour/day occupancy, more than 6 times the CEQA cancer risk of 10 per million).

The employees of the commercial spaces are expected to experience significant indoor exposures (e.g., 40 hours per week, 50 weeks per year). These exposures for employees are anticipated to result in significant cancer risks resulting from exposures to formaldehyde released by the building materials and furnishing commonly found in offices, warehouses, residences and hotels.

Because the commercial spaces will be constructed with CARB Phase 2 Formaldehyde ATCM materials and be ventilated with the minimum code required amount of outdoor air, the indoor formaldehyde concentrations are likely similar to those concentrations observed in residences built with CARB Phase 2 Formaldehyde ATCM materials, which is a median of 24.1  $\mu\text{g}/\text{m}^3$  (Singer et. al., 2020)

Assuming that the employees of commercial spaces work 8 hours per day and inhale 20 m<sup>3</sup> of air per day, the formaldehyde dose per work-day at the offices is 161 µg/day.

Assuming that these employees work 5 days per week and 50 weeks per year for 45 years (start at age 20 and retire at age 65) the average 70-year lifetime formaldehyde daily dose is 70.9 µg/day.

This is 1.77 times the NSRL (OEHHA, 2017a) of 40 µg/day and represents a cancer risk of 17.7 per million, which exceeds the CEQA cancer risk of 10 per million. This impact should be analyzed in an environmental impact report (“EIR”), and the agency should impose all feasible mitigation measures to reduce this impact. Several feasible mitigation measures are discussed below and these and other measures should be analyzed in an EIR.

In addition, we note that the average outdoor air concentration of formaldehyde in California is 3 ppb, or 3.7 µg/m<sup>3</sup>, (California Air Resources Board, 2004), and thus represents an average pre-existing background airborne cancer risk of 1.85 per million. Thus, the indoor air formaldehyde exposures describe above exacerbate this pre-existing risk resulting from outdoor air formaldehyde exposures.

Additionally, the SCAQMD’s Multiple Air Toxics Exposure Study (“MATES V”) identifies an existing cancer risk at the Project site of 511 per million due to the site’s elevated ambient air contaminant concentrations, which are due to the area’s high levels of vehicle traffic. These impacts would further exacerbate the pre-existing cancer risk to the building occupants, which result from exposure to formaldehyde in both indoor and outdoor air.

Appendix A, Indoor Formaldehyde Concentrations and the CARB Formaldehyde ATCM, provides analyses that show utilization of CARB Phase 2 Formaldehyde ATCM materials will not ensure acceptable cancer risks with respect to formaldehyde emissions from composite wood products.

Even composite wood products manufactured with CARB certified ultra low emitting formaldehyde (ULEF) resins do not insure that the indoor air will have concentrations of formaldehyde that meet the OEHHA cancer risks that substantially exceed 10 per million. The permissible emission rates for ULEF composite wood products are only 11-15% lower than the CARB Phase 2 emission rates. Only use of composite wood products made with no-added formaldehyde resins (NAF), such as resins made from soy, polyvinyl acetate, or methylene diisocyanate can insure that the OEHHA cancer risk of 10 per million is met.

The following describes a method that should be used, prior to construction in the environmental review under CEQA, for determining whether the indoor concentrations resulting from the formaldehyde emissions of specific building materials/furnishings selected exceed cancer and non-cancer guidelines. Such a design analyses can be used to identify those materials/furnishings prior to the completion of the City's CEQA review and project approval, that have formaldehyde emission rates that contribute to indoor concentrations that exceed cancer and non-cancer guidelines, so that alternative lower emitting materials/furnishings may be selected and/or higher minimum outdoor air ventilation rates can be increased to achieve acceptable indoor concentrations and incorporated as mitigation measures for this project.

#### Pre-Construction Building Material/Furnishing Formaldehyde Emissions Assessment

This formaldehyde emissions assessment should be used in the environmental review under CEQA to assess the indoor formaldehyde concentrations from the proposed loading of building materials/furnishings, the area-specific formaldehyde emission rate data for building materials/furnishings, and the design minimum outdoor air ventilation rates. This assessment allows the applicant (and the City) to determine, before the conclusion of the environmental review process and the building materials/furnishings are specified, purchased, and installed, if the total chemical emissions will exceed cancer and non-cancer guidelines, and if so, allow for changes in the selection of specific material/furnishings and/or the design minimum outdoor air ventilations rates such that cancer and non-cancer guidelines are not exceeded.

1.) Define Indoor Air Quality Zones. Divide the building into separate indoor air quality zones, (IAQ Zones). IAQ Zones are defined as areas of well-mixed air. Thus, each ventilation system with recirculating air is considered a single zone, and each room or group of rooms where air is not recirculated (e.g. 100% outdoor air) is considered a separate zone. For IAQ Zones with the same construction material/furnishings and design minimum outdoor air ventilation rates. (e.g. hotel rooms, apartments, condominiums, etc.) the formaldehyde emission rates need only be assessed for a single IAQ Zone of that type.

2.) Calculate Material/Furnishing Loading. For each IAQ Zone, determine the building material and furnishing loadings (e.g., m<sup>2</sup> of material/m<sup>2</sup> floor area, units of furnishings/m<sup>2</sup> floor area) from an inventory of all potential indoor formaldehyde sources, including flooring, ceiling tiles, furnishings, finishes, insulation, sealants, adhesives, and any products constructed with composite wood products containing urea-formaldehyde resins (e.g., plywood, medium density fiberboard, particleboard).

3.) Calculate the Formaldehyde Emission Rate. For each building material, calculate the formaldehyde emission rate (µg/h) from the product of the area-specific formaldehyde emission rate (µg/m<sup>2</sup>-h) and the area (m<sup>2</sup>) of material in the IAQ Zone, and from each furnishing (e.g. chairs, desks, etc.) from the unit-specific formaldehyde emission rate (µg/unit-h) and the number of units in the IAQ Zone.

NOTE: As a result of the high-performance building rating systems and building codes (California Building Standards Commission, 2014; USGBC, 2014), most manufacturers of building materials furnishings sold in the United States conduct chemical emission rate tests using the California Department of Health “Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions for Indoor Sources Using Environmental Chambers,” (CDPH, 2017), or other equivalent chemical emission rate testing methods. Most manufacturers of building furnishings sold in the United States conduct chemical emission rate tests using ANSI/BIFMA M7.1 Standard Test Method for Determining VOC Emissions (BIFMA, 2018), or other equivalent chemical emission rate testing methods.

CDPH, BIFMA, and other chemical emission rate testing programs, typically certify that a material or furnishing does not create indoor chemical concentrations in excess of the maximum concentrations permitted by their certification. For instance, the CDPH emission rate testing requires that the measured emission rates when input into an office, school, or residential model do not exceed one-half of the OEHHA Chronic Exposure Guidelines (OEHHA, 2017b) for the 35 specific VOCs, including formaldehyde, listed in Table 4-1 of the CDPH test method (CDPH, 2017). These certifications themselves do not provide the actual area-specific formaldehyde emission rate (i.e.,  $\mu\text{g}/\text{m}^2\text{-h}$ ) of the product, but rather provide data that the formaldehyde emission rates do not exceed the maximum rate allowed for the certification. Thus, for example, the data for a certification of a specific type of flooring may be used to calculate that the area-specific emission rate of formaldehyde is less than  $31 \mu\text{g}/\text{m}^2\text{-h}$ , but not the actual measured specific emission rate, which may be 3, 18, or  $30 \mu\text{g}/\text{m}^2\text{-h}$ . These area-specific emission rates determined from the product certifications of CDPH, BIFA, and other certification programs can be used as an initial estimate of the formaldehyde emission rate.

If the actual area-specific emission rates of a building material or furnishing is needed (i.e. the initial emission rates estimates from the product certifications are higher than desired), then that data can be acquired by requesting from the manufacturer the complete chemical emission rate test report. For instance if the complete CDPH emission test report is requested for a CDHP certified product, that report will provide the actual area-specific emission rates for not only the 35 specific VOCs, including formaldehyde, listed in Table 4-1 of the CDPH test method (CDPH, 2017), but also all of the cancer and reproductive/developmental chemicals listed in the California Proposition 65 Safe Harbor Levels (OEHHA, 2017a), all of the toxic air contaminants (TACs) in the California Air Resources Board Toxic Air Contamination List (CARB, 2011), and the 10 chemicals with the greatest emission rates.

Alternatively, a sample of the building material or furnishing can be submitted to a chemical emission rate testing laboratory, such as Berkeley Analytical Laboratory (<https://berkeleyanalytical.com>), to measure the formaldehyde emission rate.

4.) Calculate the Total Formaldehyde Emission Rate. For each IAQ Zone, calculate the total formaldehyde emission rate (i.e.  $\mu\text{g/h}$ ) from the individual formaldehyde emission rates from each of the building material/furnishings as determined in Step 3.

5.) Calculate the Indoor Formaldehyde Concentration. For each IAQ Zone, calculate the indoor formaldehyde concentration ( $\mu\text{g/m}^3$ ) from Equation 1 by dividing the total formaldehyde emission rates (i.e.  $\mu\text{g/h}$ ) as determined in Step 4, by the design minimum outdoor air ventilation rate ( $\text{m}^3/\text{h}$ ) for the IAQ Zone.

$$C_{in} = \frac{E_{total}}{Q_{oa}} \quad (\text{Equation 1})$$

where:

$C_{in}$  = indoor formaldehyde concentration ( $\mu\text{g/m}^3$ )

$E_{total}$  = total formaldehyde emission rate ( $\mu\text{g/h}$ ) into the IAQ Zone.

$Q_{oa}$  = design minimum outdoor air ventilation rate to the IAQ Zone ( $\text{m}^3/\text{h}$ )

The above Equation 1 is based upon mass balance theory, and is referenced in Section 3.10.2 “Calculation of Estimated Building Concentrations” of the California Department of Health “Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions for Indoor Sources Using Environmental Chambers”, (CDPH, 2017).

6.) Calculate the Indoor Exposure Cancer and Non-Cancer Health Risks. For each IAQ Zone, calculate the cancer and non-cancer health risks from the indoor formaldehyde concentrations determined in Step 5 and as described in the OEHHA Air Toxics Hot Spots Program Risk Assessment Guidelines; Guidance Manual for Preparation of Health Risk Assessments (OEHHA, 2015).

7.) Mitigate Indoor Formaldehyde Exposures of exceeding the CEQA Cancer and/or Non-Cancer Health Risks. In each IAQ Zone, provide mitigation for any formaldehyde exposure risk as determined in Step 6, that exceeds the CEQA cancer risk of 10 per million or the CEQA non-cancer Hazard Quotient of 1.0.

Provide the source and/or ventilation mitigation required in all IAQ Zones to reduce the

health risks of the chemical exposures below the CEQA cancer and non-cancer health risks.

Source mitigation for formaldehyde may include:

- 1.) reducing the amount materials and/or furnishings that emit formaldehyde
- 2.) substituting a different material with a lower area-specific emission rate of formaldehyde

Ventilation mitigation for formaldehyde emitted from building materials and/or furnishings may include:

- 1.) increasing the design minimum outdoor air ventilation rate to the IAQ Zone.

NOTE: Mitigating the formaldehyde emissions through use of less material/furnishings, or use of lower emitting materials/furnishings, is the preferred mitigation option, as mitigation with increased outdoor air ventilation increases initial and operating costs associated with the heating/cooling systems.

Further, we are not asking that the builder “speculate” on what and how much composite materials be used, but rather at the design stage to select composite wood materials based on the formaldehyde emission rates that manufacturers routinely conduct using the California Department of Health “Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions for Indoor Sources Using Environmental Chambers,” (CDPH, 2017), and use the procedure described earlier above (i.e. Pre-Construction Building Material/Furnishing Formaldehyde Emissions Assessment) to insure that the materials selected achieve acceptable cancer risks from material off gassing of formaldehyde.

**Outdoor Air Ventilation Impact.** Another important finding of the CNHS, was that the outdoor air ventilation rates in the homes were very low. Outdoor air ventilation is a very important factor influencing the indoor concentrations of air contaminants, as it is the primary removal mechanism of all indoor air generated contaminants. Lower outdoor air exchange rates cause indoor generated air contaminants to accumulate to higher indoor air

concentrations. Many homeowners rarely open their windows or doors for ventilation as a result of their concerns for security/safety, noise, dust, and odor concerns (Price, 2007). In the CNHS field study, 32% of the homes did not use their windows during the 24-hour Test Day, and 15% of the homes did not use their windows during the entire preceding week. Most of the homes with no window usage were homes in the winter field session. Thus, a substantial percentage of homeowners never open their windows, especially in the winter season. The median 24-hour measurement was 0.26 air changes per hour (ach), with a range of 0.09 ach to 5.3 ach. A total of 67% of the homes had outdoor air exchange rates below the minimum California Building Code (2001) requirement of 0.35 ach. Thus, the relatively tight envelope construction, combined with the fact that many people never open their windows for ventilation, results in homes with low outdoor air exchange rates and higher indoor air contaminant concentrations.

The Master Case No. 23-101 Project, Fontana, CA is close to roads with moderate to high traffic (e.g., Sultana Avenue, Foothill Boulevard. etc.), thus the Project site is a sound impacted site.

The NEC Foothill & Sultana Mixed-Use Noise Impact Analysis (Ganddini Group, 2025) contains in Table 1 just five short-term 15 minute noise measurements collected on Thursday November 21, 2024 which ranged from 48.6 to 67.6 Leq dBA and in Table 2 just one long-term 24 hour measurement with a CNEL dBA of 62.8. Tables 10 and 11 report modeled ambient noise levels for the existing with Project and the future (no future year cited) with Project respectively. The existing with Project ambient noise levels ranged from 65.9 to 73.4 CNEL dBA and the future with Project ambient noise levels ranged from 58 to 74 CNEL dBA.

In order to design the building such that the interior noise levels are acceptable, long-term one-week measurements need to be conducted to assess the ambient CNEL or Ldn dBA sound levels for the purpose of selecting the appropriate STC for the windows.

As a result of the high outdoor noise levels, the current project will require a mechanical supply of outdoor air ventilation to allow for a habitable interior environment with closed

windows and doors. Such a ventilation system would allow windows and doors to be kept closed at the occupant's discretion to control exterior noise within building interiors.

**PM<sub>2.5</sub> Outdoor Concentrations Impact.** An additional impact of the nearby motor vehicle traffic associated with this project, are the outdoor concentrations of PM<sub>2.5</sub>. The Master Case No. 23-101 Project, Fontana, CA, is located in the South Coast Air Basin, which is a State and Federal non-attainment area for PM<sub>2.5</sub>.

Additionally, the SCAQMD's MATES V study cites an existing cancer risk of 511 per million at the Project site due to the site's high concentration of ambient air contaminants resulting from the area's high levels of motor vehicle traffic.

An air quality analyses should be conducted to determine the concentrations of PM<sub>2.5</sub> in the outdoor and indoor air that people inhale each day. This air quality analyses needs to consider the cumulative impacts of the project related emissions, existing and projected future emissions from local PM<sub>2.5</sub> sources (e.g., stationary sources, motor vehicles, and airport traffic) upon the outdoor air concentrations at the Project site. If the outdoor concentrations are determined to exceed the California and National annual average PM<sub>2.5</sub> exceedence concentration of 12 µg/m<sup>3</sup>, or the National 24-hour average exceedence concentration of 35 µg/m<sup>3</sup>, then the buildings need to have a mechanical supply of outdoor air that has air filtration with sufficient removal efficiency, such that the indoor concentrations of outdoor PM<sub>2.5</sub> particles is less than the California and National PM<sub>2.5</sub> annual and 24-hour standards.

It is my experience that based on the projected high traffic noise levels, the annual average concentration of PM<sub>2.5</sub> will exceed the California and National PM<sub>2.5</sub> annual and 24-hour standards and warrant installation of high efficiency air filters (i.e. MERV 13 or higher) in all mechanically supplied outdoor air ventilation systems.

### **Indoor Air Quality Impact Mitigation Measures**

The following are recommended mitigation measures to minimize the impacts upon indoor quality:

Indoor Formaldehyde Concentrations Mitigation. Use only composite wood materials (e.g. hardwood plywood, medium density fiberboard, particleboard) for all interior finish systems that are made with CARB approved no-added formaldehyde (NAF) resins (CARB, 2009). CARB Phase 2 certified composite wood products, or ultra-low emitting formaldehyde (ULEF) resins, do not insure indoor formaldehyde concentrations that are below the CEQA cancer risk of 10 per million. Only composite wood products manufactured with CARB approved no-added formaldehyde (NAF) resins, such as resins made from soy, polyvinyl acetate, or methylene diisocyanate can insure that the OEHHA cancer risk of 10 per million is met.

Alternatively, conduct the previously described Pre-Construction Building Material/Furnishing Chemical Emissions Assessment, to determine that the combination of formaldehyde emissions from building materials and furnishings do not create indoor formaldehyde concentrations that exceed the CEQA cancer and non-cancer health risks.

It is important to note that we are not asking that the builder “speculate” on what and how much composite materials be used, but rather at the design stage to select composite wood materials based on the formaldehyde emission rates that manufacturers routinely conduct using the California Department of Health “Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions for Indoor Sources Using Environmental Chambers”, (CDPH, 2017), and use the procedure described above (i.e. Pre-Construction Building Material/Furnishing Formaldehyde Emissions Assessment) to insure that the materials selected achieve acceptable cancer risks from material off gassing of formaldehyde.

Outdoor Air Ventilation Mitigation. Provide each habitable room with a continuous mechanical supply of outdoor air that meets or exceeds the California 2016 Building Energy Efficiency Standards (California Energy Commission, 2015) requirements of the greater of 15 cfm/occupant or 0.15 cfm/ft<sup>2</sup> of floor area. Following installation of the

system conduct testing and balancing to insure that required amount of outdoor air is entering each habitable room and provide a written report documenting the outdoor airflow rates. Do not use exhaust only mechanical outdoor air systems, use only balanced outdoor air supply and exhaust systems or outdoor air supply only systems. Provide a manual for the occupants or maintenance personnel, that describes the purpose of the mechanical outdoor air system and the operation and maintenance requirements of the system.

PM<sub>2.5</sub> Outdoor Air Concentration Mitigation. Install air filtration with sufficient PM<sub>2.5</sub> removal efficiency (e.g. MERV 13 or higher) to filter the outdoor air entering the mechanical outdoor air supply systems, such that the indoor concentrations of outdoor PM<sub>2.5</sub> particles are less than the California and National PM<sub>2.5</sub> annual and 24-hour standards. Install the air filters in the system such that they are accessible for replacement by the occupants or maintenance personnel. Include in the mechanical outdoor air ventilation system manual instructions on how to replace the air filters and the estimated frequency of replacement.

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## APPENDIX A

### INDOOR FORMALDEHYDE CONCENTRATIONS AND THE CARB FORMALDEHYDE ATCM

With respect to formaldehyde emissions from composite wood products, the CARB ATCM regulations of formaldehyde emissions from composite wood products, do not assure healthful indoor air quality. The following is the stated purpose of the CARB ATCM regulation - *The purpose of this airborne toxic control measure is to “reduce formaldehyde emissions from composite wood products, and finished goods that contain composite wood products, that are sold, offered for sale, supplied, used, or manufactured for sale in California”*. In other words, the CARB ATCM regulations do not “assure healthful indoor air quality”, but rather “reduce formaldehyde emissions from composite wood products”.

Just how much protection do the CARB ATCM regulations provide building occupants from the formaldehyde emissions generated by composite wood products? Definitely some, but certainly the regulations do not “*assure healthful indoor air quality*” when CARB Phase 2 products are utilized. As shown in the Chan 2019 study of new California homes, the median indoor formaldehyde concentration was of 22.4  $\mu\text{g}/\text{m}^3$  (18.2 ppb), which corresponds to a cancer risk of 112 per million for occupants with continuous exposure, which is more than 11 times the CEQA cancer risk of 10 per million.

Another way of looking at how much protection the CARB ATCM regulations provide building occupants from the formaldehyde emissions generated by composite wood products is to calculate the maximum number of square feet of composite wood product that can be in a residence without exceeding the CEQA cancer risk of 10 per million for occupants with continuous occupancy.

For this calculation I utilized the floor area (2,272  $\text{ft}^2$ ), the ceiling height (8.5 ft), and the number of bedrooms (4) as defined in Appendix B (New Single-Family Residence Scenario) of the Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions for Indoor Sources Using Environmental Chambers, Version 1.1, 2017, California

Department of Public Health, Richmond, CA. <https://www.cdph.ca.gov/Programs/CCDPHP/DEODC/EHLB/IAQ/Pages/VOC.aspx>.

For the outdoor air ventilation rate, I used the 2019 Title 24 code required mechanical ventilation rate (ASHRAE 62.2) of 106 cfm (180 m<sup>3</sup>/h) calculated for this model residence. For the composite wood formaldehyde emission rates I used the CARB ATCM Phase 2 rates.

The calculated maximum number of square feet of composite wood product that can be in a residence, without exceeding the CEQA cancer risk of 10 per million for occupants with continuous occupancy are as follows for the different types of regulated composite wood products.

Medium Density Fiberboard (MDF) – 15 ft<sup>2</sup> (0.7% of the floor area), or  
Particle Board – 30 ft<sup>2</sup> (1.3% of the floor area), or  
Hardwood Plywood – 54 ft<sup>2</sup> (2.4% of the floor area), or  
Thin MDF – 46 ft<sup>2</sup> (2.0 % of the floor area).

For offices and hotels the calculated maximum amount of composite wood product (% of floor area) that can be used without exceeding the CEQA cancer risk of 10 per million for occupants, assuming 8 hours/day occupancy, and the California Mechanical Code minimum outdoor air ventilation rates are as follows for the different types of regulated composite wood products.

Medium Density Fiberboard (MDF) – 3.6 % (offices) and 4.6% (hotel rooms), or  
Particle Board – 7.2 % (offices) and 9.4% (hotel rooms), or  
Hardwood Plywood – 13 % (offices) and 17% (hotel rooms), or  
Thin MDF – 11 % (offices) and 14 % (hotel rooms)

Clearly the CARB ATCM does not regulate the formaldehyde emissions from composite wood products such that the potentially large areas of these products, such as for flooring, baseboards, interior doors, window and door trims, and kitchen and bathroom cabinetry,

could be used without causing indoor formaldehyde concentrations that result in CEQA cancer risks that substantially exceed 10 per million for occupants with continuous occupancy.

Even composite wood products manufactured with CARB certified ultra low emitting formaldehyde (ULEF) resins do not insure that the indoor air will have concentrations of formaldehyde that meet the OEHHA cancer risks that substantially exceed 10 per million. The permissible emission rates for ULEF composite wood products are only 11-15% lower than the CARB Phase 2 emission rates. Only use of composite wood products made with no-added formaldehyde resins (NAF), such as resins made from soy, polyvinyl acetate, or methylene diisocyanate can insure that the OEHHA cancer risk of 10 per million is met.

If CARB Phase 2 compliant or ULEF composite wood products are utilized in construction, then the resulting indoor formaldehyde concentrations should be determined in the design phase using the specific amounts of each type of composite wood product, the specific formaldehyde emission rates, and the volume and outdoor air ventilation rates of the indoor spaces, and all feasible mitigation measures employed to reduce this impact (e.g. use less formaldehyde containing composite wood products and/or incorporate mechanical systems capable of higher outdoor air ventilation rates). See the procedure described earlier (i.e. Pre-Construction Building Material/Furnishing Formaldehyde Emissions Assessment) to insure that the materials selected achieve acceptable cancer risks from material off gassing of formaldehyde.

Alternatively, and perhaps a simpler approach, is to use only composite wood products (e.g. hardwood plywood, medium density fiberboard, particleboard) for all interior finish systems that are made with CARB approved no-added formaldehyde (NAF) resins.



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### Planning Commission

**File #:** 25-0448  
**Agenda #:** PH-C

**Agenda Date:** 8/19/2025  
**Category:** Public Hearing

**FROM:**

Planning Department

**TITLE:**

Master Case No. 23-0101: Conditional Use Permit No. 24-0022, and Design Review No. 23-0024; A request for the development of a mixed use project (163 multi-family units and 5,000 square feet of commercial retail) within the R-5 zoning district and for site and architectural review of a five-story 83,125 square foot mixed-use building and associate improvements, on a 3.5 acre site located on the northeast corner of Foothill Boulevard and Sultana Avenue (APNs: 1110-331-13 and 1110-331-25), pursuant to a Categorical Exemption in accordance with CEQA Guidelines Section 15332.

**RECOMMENDATION:**

Based on the information in the staff report and resolution, and subject to the attached Findings and Conditions of Approval, staff recommends that the Planning Commission adopt Resolution PC No. 2025-\_\_\_\_, and

1. Determine that the project is categorically exempt pursuant to Section No. 15332 (Class No. 32. Infill Development) of the California Environmental Quality Act (CEQA), and Section No. 3.22 (Categorical Exemption) of the Local 2019 Guidelines for Implementing the CEQA, and direct staff to file a Notice of Exemption; and
2. Approve Conditional Use Permit (CUP) No. 24-0022; and
3. Approve Design Review (DRP) No. 23-0024.

**APPLICANT:**

Andresen Architecture, Inc.  
17087 Orange Way  
Fontana, CA 92335

**LOCATION:**

The project site is located on the northeast corner of Foothill Boulevard and Sultana Avenue (APNs: 1110-331-13 and 1110-331-25).

**REQUEST:**

Conditional Use Permit (CUP) No. 24-0022- A request for the establishment of mixed-used project within an R-5 zone.

Design Review (DR) No. 23-0024 - A request for site and architectural approval for a new five (5) story, mixed-use development building consisting of 163 multifamily units, with amenities, retail use, and a first-floor parking garage.

**PROJECT PLANNER:**

Salvador Quintanilla, Senior Planner

**BACKGROUND INFORMATION:**

Land Use Table:

|               | General Plan   | Zoning/Overlay   | Existing Land Use                         |
|---------------|--|--|---|
| <b>Site:</b>  | Multi-Family High Density (R-MFH)                                | Multi-Family High Density Residential (R-5)                      | Vacant                                    |
| <b>North:</b> | Public Facility (P-PF)   | Public Facility (P-PF)   | Pacific Electric Trail                    |
| <b>South:</b> | General Commercial (C-G)/County of San Bernardino                | General Commercial (C-2)/ County of San Bernardino               | Warehouse Building                        |
| <b>East:</b>  | General Commercial (C-G)   | General Commercial (C-2)   | Vacant                                    |
| <b>West:</b>  | Multi-Family Residential/Multi-Family High Density (R-MF/ R-MFH) | Multiple Family/ Multi Family High Density Residential (R-3/R-5) | Water tank and supporting building/Vacant |

**PROJECT DESCRIPTION:**

- A. Site Area: 151,589 square feet, approximately 3.5 acres
- B. Building Analysis:
  - Height 62’9” at corner roof top deck
  - Retail 5,000 square feet
  - Multifamily Units 163
  - ADU Units 41
- C. Parking:
  - Vehicle Required: 274 parking spaces
  - Vehicle Provided: 277 parking spaces
- D. Landscaping:
  - Required: 10,270 square feet (15 percent)
  - Provided” 22,383 square feet (32.6 percent)

**ANALYSIS:**

The applicant, Andresen Architecture, Inc., is requesting that the Planning Commission review and approve Conditional Use Permit No. 24-0022 for the establishment of a mixed-use development

within an R-5 zoning district and approve Design Review No. 23-0024 for site and architectural review for the development of a new five (5) story mixed-use project which includes 163 multi-family units and 5,000 square feet of commercial retail. The ADUs are depicted on the plans and in the summary for informational purposes only; they are not a part of the Planning Commission’s consideration as they are not subject to discretionary review.

The project site is located on the northeast corner of Sultana Avenue and Foothill Boulevard. The project consists of a rectangular building with parking, commercial retail on the first floor and multi-family units on the 3rd through 5th floor, and amenities through various floors of the building.

Currently, the site is vacant and comprised of two (2) parcels totaling 3.5 acres that will be consolidated into (1) parcel as part of a future lot line adjustment.

Conditional Use Permit No. 24-0022

The project is a vertical mixed-use project, that includes residential units above ground-floor commercial uses. Mixed use projects are permitted in the R-5 zoning district with the approval of a Conditional Use Permit (CUP). As identified in the Zoning and Development Code and as proposed, this mixed-use project supports transit use by providing a denser residential project, enhances access to public transportation, and encourages pedestrian activities and use of non-motor vehicle transportation. The project is located along Foothill Boulevard, a major bus corridor in Fontana that provides access to the Fontana Metrolink station. In addition, the project promotes pedestrian activities by establishing a pedestrian commercial use along Foothill Boulevard. The building is pulled back at the corner of Foothill Boulevard and Sultana Avenue to create a more comfortable pedestrian space at the intersection.

Design Review (DRP) No. 23-0024

The proposed five-story mixed-use building will be comprised of 163 multi-family units with amenities. Five (5) 1,000 square foot retail units are proposed on the ground floor along with a 277-vehicle parking spaces. The 1,054 square foot units, 1,000 square foot units and 863 square foot residential units are located on the second through fifth floors.

| <b>PLAN NO.</b>   | <b>Type A</b> | <b>Type A</b> |
|-------------------|---------------|---------------|
| <b>SIZE</b>       | 1,054 sq. ft  | 1,000 sq. ft. |
| <b>NO. BEDRMS</b> | 3-Bed         | 3-Bed         |
| <b>NO. BATHS</b>  | 2-Bath        | 1-Bath        |
| <b>OPEN SPACE</b> | 107 sq. ft.   | 94-98 sq. ft. |

The applicant proposes a Contemporary style of architecture for the building. The architectural features for the proposed building will incorporate a white/gray neutral tone color palette with black and blue accent, with aluminum panels and railings, stone and brick veneer, exterior metal doors, and glazed windows. The variations to the building face, varying roof lines and building’s height from 55 feet high to 62.9 feet high at the front corner of the building, will make the project architecturally pleasing and be consistent with the surrounding area. The project will contain amenities for the residents of all age groups; amenities include a BBQ island and seating area, corn hole, pool & spa, a fitness center, a recreation room with balcony, firepit and sitting area, as well as an amenity outdoor roof top deck with seating area for residential units’ use.

The Project includes associated on and off-site improvements to include installing parking spaces, impervious pedestrian paving, new landscaping, enhanced paving, and lighting.

Grading/Walls:

The topography of the Project Site is relatively flat. The existing drainage pattern flows from north to south, with the proposed drainage pattern to direct the water to the east into an underground storage chamber which will be installed as part of the project. The Project will construct a six (6) foot high masonry wall along the north side of the property along the Pacific Electric Trail, and a six (6) foot high wrought iron fence on the east and west side, with the west side having a decorative pilaster every 20-30 feet. Additionally, the main entrance to the multi-family area there will be a six (6) foot high wrought iron fence with a swing gate and a four-foot-wide man gate.

Site Access/Circulation/Parking:

The project includes vehicle ingress/egress on Sultana Avenue for residents only and on Foothill Boulevard for the retail patrons and the future residential tenants. Parking for the retail patrons will be located in the rear of the retail units that are facing Foothill Boulevard. Residential parking will be on the ground floor, with additional parking along the west and north property lines. The project size is suitable in size and shape to support the development of the proposed multi-family and retail use building.

The project site meets the minimum parking requirements pursuant to the Zoning and Development code based for this type of development. The internal circulation has been reviewed by Planning, Fire, Traffic, and Engineering. The internal circulation is sufficient to support this type of use.

The project site is physically suitable in size and shape to support the development of the proposed mixed-use development. Applicable building codes, zoning codes, and fire codes and standards will make for a safe, attractive, and well-designed project. The project design incorporates safety measures f/or pedestrians.

Environmental:

Pursuant to the California Environmental Quality Act (CEQA) Guidelines and Section No. 3.22 (Categorical Exemption) of the City of Fontana's 2019 Local Guidelines for Implementing CEQA, the proposed Project is categorically exempt from CEQA pursuant to CEQA Guidelines Section No. 15332 as a Class 32, In-Fill Development Project. The project site is considered Infill Development and meets the CEQA requirements of Infill: (1) The Project is consistent with the Multi-family High Residential (R-MFH) designation of the General Plan and the Multi-family High Density Residential (R-5) zoning district; (2) The Project Site is less than five (5) acres at 3.5 acres; (3) The Project Site is not within any known sensitive or threatened habitat area; (4) The Project will not have any significant effects related to traffic, noise, air quality, or water quality; and (5) There are adequate public services for the development of the proposed residential project. Further, none of the exceptions in CEQA Guidelines section 15300.2 apply to the project.

**MOTION:**

Approve staff's recommendation.

**ATTACHMENTS:**

- Attachment No. 1 - Vicinity Map
- Attachment No. 2 - Project Plans
- Attachment No. 3 - Planning Commission Resolution, and Conditions of Approval
- Attachment No. 4 - Notice of Exemption
- Attachment No. 5 - Public Hearing Notice

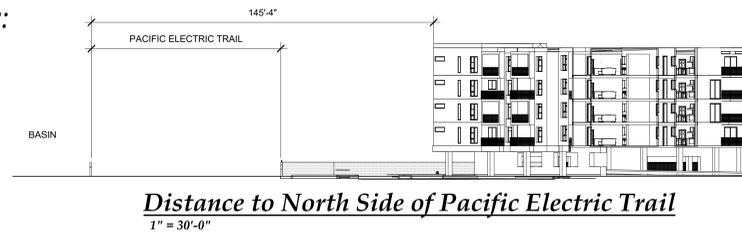


# VICINITY MAP

**DATE:** August 19, 2025

**CASE:** Master Case No. 23-0101  
Conditional Use Permit No. 24-0022  
Design Review No. 23-0024

Proposed Apartment Complex For:  
**Mike Mahmoudi**  
 NEC Foothill Blvd & Sultana St,  
 Fontana, CA 92336



**Sequence Of Drawings - DR**

| Number | Description                        |
|--------|------------------------------------|
| PL1    | Site Plan                          |
| PL2    | Site Plan/Overall First Floor Plan |
| PL2.1  | Overall Floor Plans                |
| PL3    | Typical Floor Plans                |
| PL4    | Main Corner Plans                  |
| PL4.1  | Main Corner Plans                  |
| PL4.2  | Main Corner Plans                  |
| PL5    | Exterior Elevations                |
| PL6    | Roof Plan                          |
| PL7    | 3D Views                           |
| PL8    | 3D Renderings                      |
| PL9    | 3D Renderings                      |
| 1 of 1 | Preliminary Grading Plan           |
| E-1    | Site Photometric Plan              |
| L-1    | Preliminary Landscape Plan         |
| L-2    | Preliminary Landscape Plan         |

**OWNER:** MIKE MAHMOUDI  
**PROJECT ADDRESS:** NEC FOOTHILL BLVD & SULTANA ST FONTANA, CA 92336  
**ARCHITECT:** ANDRESEN ARCHITECTURE INC. 17087 ORANGE WAY FONTANA, CA 92335 (909) 355-6688 doug.andresen@aafirm.com  
**TRAFFIC:** K2 TRAFFIC ENGINEERING, INC. KAY HSU (714) 832-2116 kay@k2traffic.com

**Building Data**

**APN:** 111033113 / 111033125  
**ZONING:** R-5  
**OCCUPANCY:** GROUP R-2  
**CONSTRUCTION:** PARKING GARAGE: TYPE 1 / TYPE V-A  
**FIRE SPRINKLERS:** AUTOMATIC LIFE SAFETY SPRINKLER SYSTEM REQUIRED

**PROJECT DESCRIPTION:** PROPOSED 163 UNITS APARTMENT AND 41 ADU UNITS CONTEMPORARY STYLE COMPLEX (TOTAL 204 UNITS) WITH PARKING STRUCTURE. FIRST FLOOR TO HAVE (5) 1,000 SF RETAIL UNITS AND 277 PARKING SPACES. SECOND FLOOR THROUGH FIFTH FLOOR TO HAVE PROPOSED 1,000 SF AND 800 SF UNITS THROUGHOUT ALL FOUR FLOORS.

**AMENITIES ON SITE INCLUDE:** POOL & SPA (1ST FLOOR), FITNESS CENTER (3RD FLOOR), RECREATION CENTER (4TH FLOOR), SITTING AREA WITH BBQ AND TRELIS AND ROOF TOP DECK WITH FIRE PIT.

**LOT AREA:** 151,589 SQ. FT. (3.5 AC.)  
**BUILDING FOOTPRINT:** 83,125 SQ. FT.  
**NET LOT AREA:** 88,464 SQ. FT. (100%)  
**LANDSCAPE AREA:** 22,383 SQ. FT. (32.6%)  
**HARDSCAPE AREA:** 44,725 SQ. FT. (67.4%)  
**COMBINED TOTAL PRIVATE AND COMMON OPEN SPACE REQUIRED:** 37,898 SQ. FT. (25.0%)

**PRIVATE OPEN SPACE (BALCONIES) TOTAL:** 18,894 SQ. FT.  
**COMMON OPEN SPACE (ATRIUM) (POOL AREA):** 17,415 SQ. FT.  
**(UPPER POOL AREA):** 2,341 SQ. FT.  
**(ROOF TOP DECK):** 1,107 SQ. FT.  
**TOTAL COMMON OPEN SPACE:** 23,294 SQ. FT.  
**COMBINED TOTAL PRIVATE AND COMMON OPEN SPACE PROVIDED:** 42,098 SQ. FT. (27.7%) OK!

**LOT COVERAGE:** 54.8%  
**DENSITY:** 39.1 UNITS MIN. (3.5 x 39.1) = 137 UNITS MIN.  
 50 UNITS MAX. (3.5 x 50) = 175 UNITS MAX.  
**UNITS PROVIDED:** 163 UNITS  
**PROJECT DENSITY (163 UNITS / 3.5 ACRES):** 47 UNITS / AC.  
**TOTAL ADU UNITS (163 UNITS x 25%):** 41 UNITS  
 41 of 60 (2) BEDROOM UNITS (863 SF) TO BE ADU'S

**UNIT BREAK DOWN:**  
 3 BEDROOM UNITS (1,054 SF): 28 UNITS  
 3 BEDROOM UNITS (1,000 SF): 116 UNITS  
 2 BEDROOM UNITS (863 SF): 60 UNITS  
**TOTAL OVERALL UNITS PROVIDED:** 204 UNITS  
**BALCONIES VARY FROM UNIT TO UNIT FROM 82 SF TO 107 SF (SEE SITE PLAN / OVERALL FIRST FLOOR PLAN) (NO GROUND LEVEL UNITS. ALL UNITS PROVIDED ARE UPPER-LEVEL)**

**PARKING TABULATION:**  
**TOTAL PARKING SPACES REQUIRED:** 245 SPACES  
 163 UNITS x 1.50:  
**TOTAL UNIT PARKING SPACES PROVIDED:** 247 SPACES  
 TOTAL SPACES

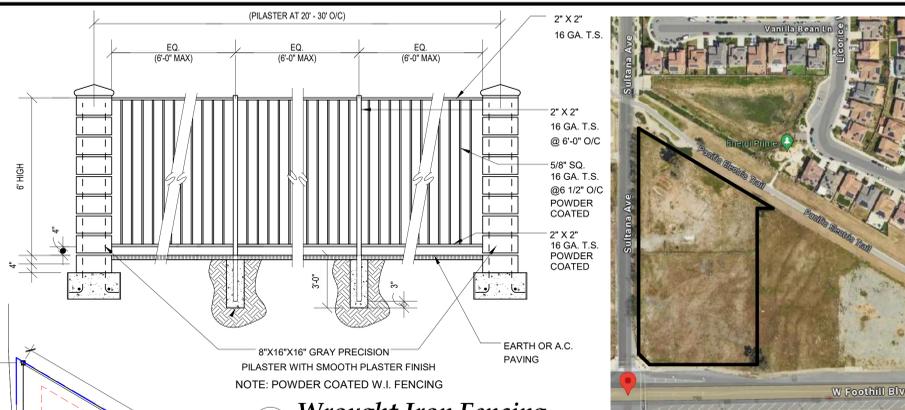
**TOTAL SPACES:** 247 SPACES  
 INCLUDING ADA SPACES: 7 SPACES  
 INCLUDING EV-CAPABLE (10%): 25 SPACES  
 INCLUDING EVSE-READY (25%): 62 SPACES  
 INCLUDING EVSE-INSTALLED (5%): 13 SPACES

**RETAIL UNITS 175 SF / 1 (5,000):** 29 SPACES  
**TOTAL REQUIRED SPACES:** 29 SPACES  
 (175 SF PER 1 SPACE FOR THE FIRST 5,000 SF THEN 200 SF / PER 1 SPACE AFTER THAT)

**TOTAL RETAIL PARKING SPACES PROVIDED:** 30 SPACES  
 TOTAL SPACES

**TOTAL OVERALL PARKING SPACES PROVIDED:** 277 SPACES  
 TOTAL SPACES

**TREES REQUIRED (1/4 / 279 PARKING SPACES):** 70 TREES  
**TREE PROVIDED:** 71 TREES

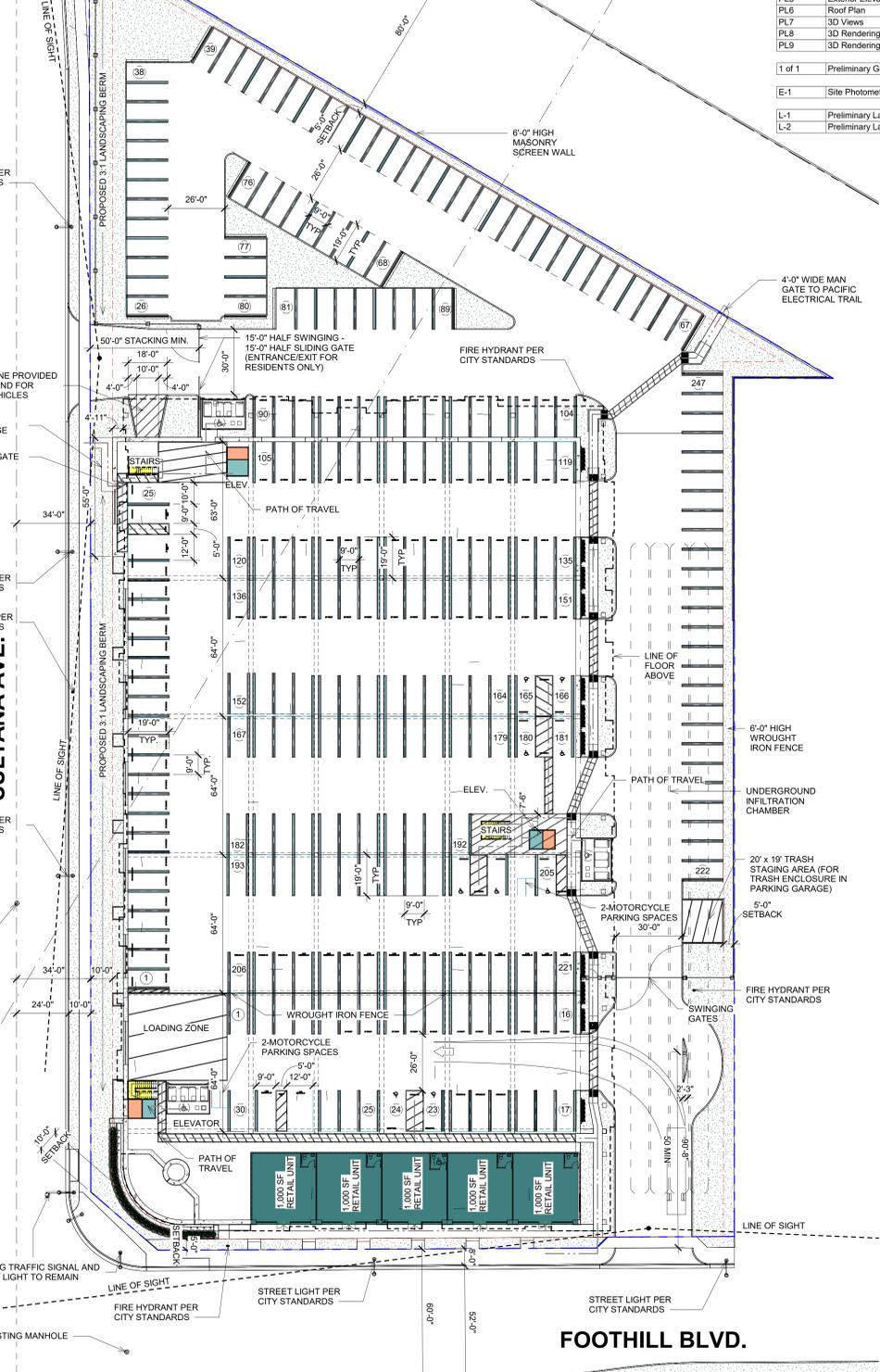
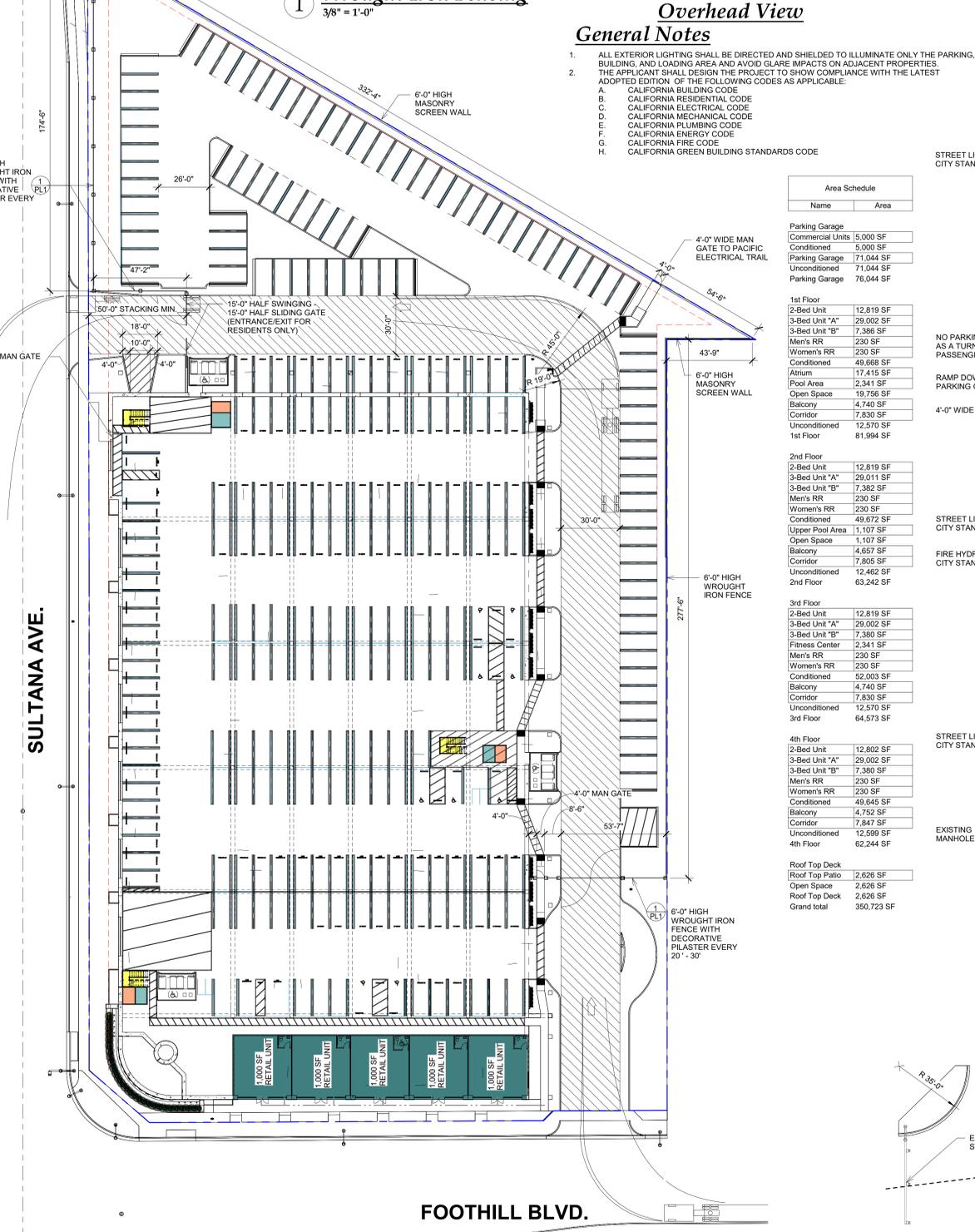


**Overhead View  
 General Notes**

- ALL EXTERIOR LIGHTING SHALL BE DIRECTED AND SHIELDED TO ILLUMINATE ONLY THE PARKING, BUILDING, AND LOADING AREA AND AVOID GLARE IMPACTS ON ADJACENT PROPERTIES. THE APPLICANT SHALL DESIGN THE PROJECT TO SHOW COMPLIANCE WITH THE LATEST ADOPTED EDITION OF THE FOLLOWING CODES AS APPLICABLE.
- |    |  |
|----|--|
| A. | CALIFORNIA BUILDING CODE                 |
| B. | CALIFORNIA RESIDENTIAL CODE              |
| C. | CALIFORNIA ELECTRICAL CODE               |
| D. | CALIFORNIA MECHANICAL CODE               |
| E. | CALIFORNIA PLUMBING CODE                 |
| F. | CALIFORNIA ENERGY CODE                   |
| G. | CALIFORNIA FIRE CODE                     |
| H. | CALIFORNIA GREEN BUILDING STANDARDS CODE |

**Area Schedule**

| Name                  | Area       |
|-----------------------|------------|
| <b>Parking Garage</b> |            |
| Commercial Units      | 5,000 SF   |
| Conditioned           | 5,000 SF   |
| Parking Garage        | 71,044 SF  |
| Unconditioned         | 71,044 SF  |
| Parking Garage        | 76,044 SF  |
| <b>1st Floor</b>      |            |
| 2-Bed Unit            | 12,819 SF  |
| 3-Bed Unit "A"        | 29,002 SF  |
| 3-Bed Unit "B"        | 7,386 SF   |
| Men's RR              | 230 SF     |
| Women's RR            | 230 SF     |
| Conditioned           | 49,668 SF  |
| Atrium                | 17,415 SF  |
| Pool Area             | 2,341 SF   |
| Open Space            | 19,759 SF  |
| Balcony               | 4,740 SF   |
| Corridor              | 7,830 SF   |
| Unconditioned         | 12,570 SF  |
| 1st Floor             | 81,994 SF  |
| <b>2nd Floor</b>      |            |
| 2-Bed Unit            | 12,819 SF  |
| 3-Bed Unit "A"        | 29,011 SF  |
| 3-Bed Unit "B"        | 7,382 SF   |
| Men's RR              | 230 SF     |
| Women's RR            | 230 SF     |
| Conditioned           | 49,672 SF  |
| Upper Pool Area       | 1,107 SF   |
| Open Space            | 1,107 SF   |
| Balcony               | 4,657 SF   |
| Corridor              | 7,805 SF   |
| Unconditioned         | 12,462 SF  |
| 2nd Floor             | 63,242 SF  |
| <b>3rd Floor</b>      |            |
| 2-Bed Unit            | 12,819 SF  |
| 3-Bed Unit "A"        | 29,002 SF  |
| 3-Bed Unit "B"        | 7,380 SF   |
| Men's RR              | 230 SF     |
| Women's RR            | 230 SF     |
| Conditioned           | 52,003 SF  |
| Balcony               | 4,740 SF   |
| Corridor              | 7,830 SF   |
| Unconditioned         | 12,570 SF  |
| 3rd Floor             | 64,573 SF  |
| <b>4th Floor</b>      |            |
| 2-Bed Unit            | 12,802 SF  |
| 3-Bed Unit "A"        | 29,002 SF  |
| 3-Bed Unit "B"        | 7,380 SF   |
| Men's RR              | 230 SF     |
| Women's RR            | 230 SF     |
| Conditioned           | 49,645 SF  |
| Balcony               | 4,752 SF   |
| Corridor              | 7,847 SF   |
| Unconditioned         | 12,599 SF  |
| 4th Floor             | 62,244 SF  |
| <b>Roof Top Deck</b>  |            |
| Roof Top Patio        | 2,626 SF   |
| Open Space            | 2,626 SF   |
| Roof Top Deck         | 2,626 SF   |
| Grand total           | 350,723 SF |



**Fence/Fire Plan**  
 1" = 30'-0"

**Site Plan/Parking Garage**  
 1" = 30'-0"

Proposed Apartment Complex For:  
**Mike Mahmoudi**  
 NEC Foothill Blvd & Sultana St, Fontana, CA 92336

20-3872

16 Apr. 2025

**Site Plan**  
**PL1**

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**Field Region Legend**

- 2-BEDROOM UNITS
- 3-BEDROOM OPTION "A" UNITS
- 3-BEDROOM OPTION "B" UNITS
- UNIT BALCONIES
- ELEVATOR
- ELEVATOR MACHINE ROOM / STORAGE
- TRASH SHOOT ENCLOSURE

**Site Plan/Overall First Floor Plan**  
1/16" = 1'-0"

NOTE: ALL UNITS ARE PROPOSED WITH 126 CUBIC FEET OF STORAGE SPACE

|   |   |   |
|---|---|---|
| Proposed Apartment Complex For:                   |   |  |
| <b>Mike Mahmoudi</b>                              |   |   |
| NEC Foothill Blvd & Sultana St, Fontana, CA 92336 |   |   |
| 20-3872   | ▲ |   |
| 16 Apr. 2025                                      | ▲ |   |
| <b>Site Plan/Overall First Floor Plan</b>         |   | <b>PL2</b>  |



**Overall Fourth Floor Plan**  
3/64" = 1'-0"



**Overall Third Floor Plan**  
3/64" = 1'-0"



**Overall Second Floor Plan**  
3/64" = 1'-0"

NOTE: ALL UNITS ARE PROPOSED WITH 126 CUBIC FEET OF STORAGE SPACE

**Field Region Legend**

- 2-BEDROOM UNITS
- 3-BEDROOM OPTION "A" UNITS
- 3-BEDROOM OPTION "B" UNITS
- UNIT BALCONIES
- ELEVATOR
- ELEVATOR MACHINE ROOM / STORAGE
- TRASH SHOOT ENCLOSURE

**ANDRESEN ARCHITECTURE INC.**  
17087 ORANGE WAY, FONTANA, CA 92335 (909) 355-6688

Proposed Apartment Complex For:  
**Mike Mahmoudi**  
NEC Foothill Blvd & Sultana St, Fontana, CA 92336

20-3872

16 Apr. 2025



**Overall Floor Plans**

**PL2.1**

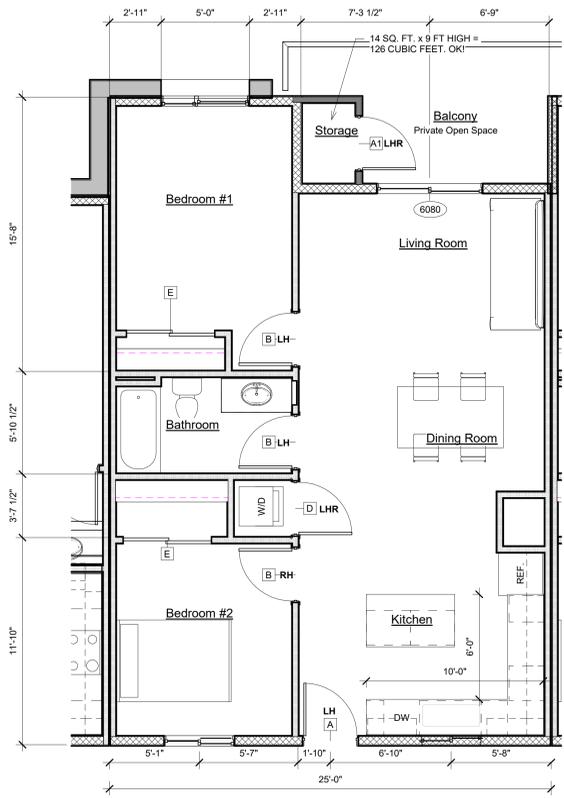
Proposed Apartment Complex For:  
**Mike Mahmoudi**  
 NEC Foothill Blvd & Sultana St, Fontana, CA 92336

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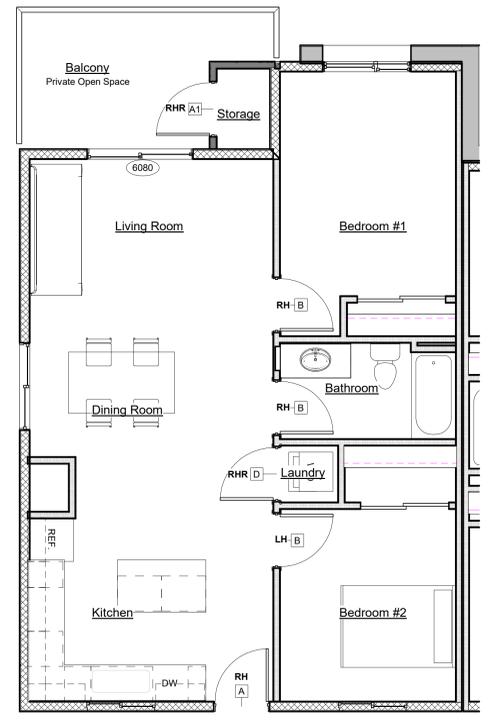


**Typical Floor  
Plans**

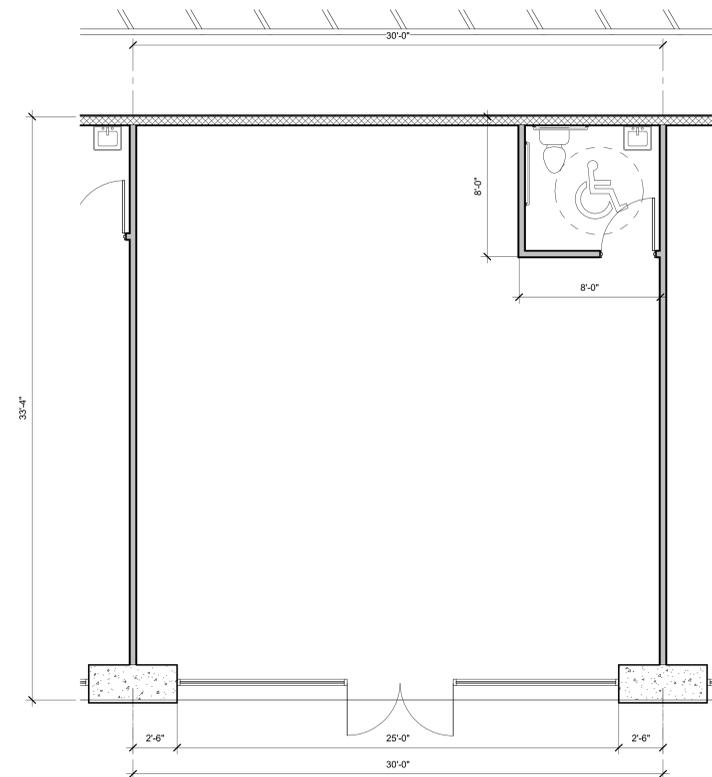
**PL3**



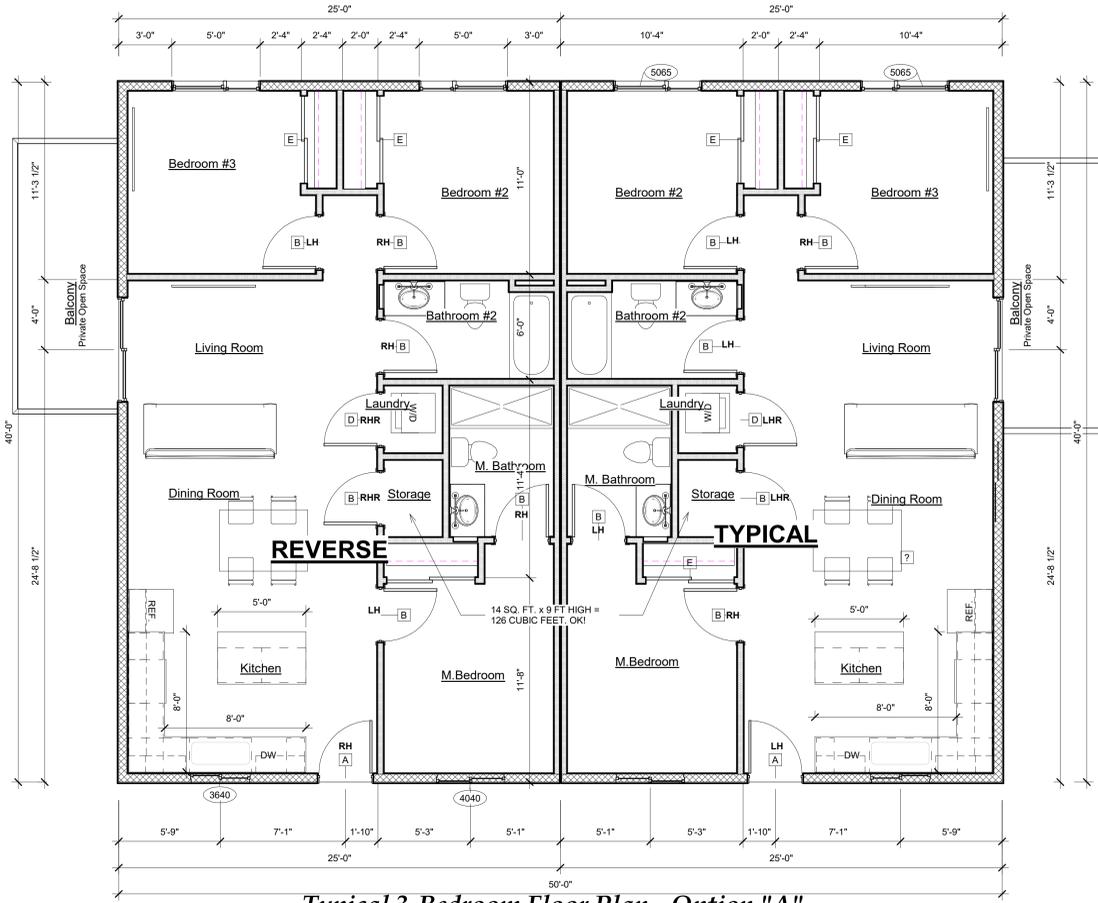
**Typical 2-Bedroom Floor Plan**  
1/4" = 1'-0"



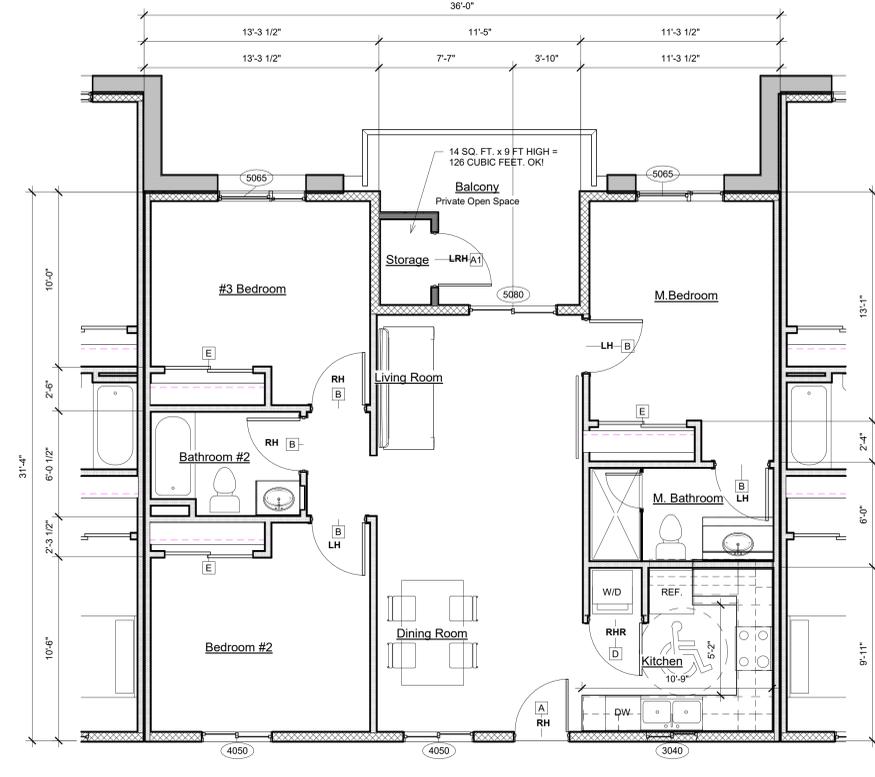
**Typical 2-Bedroom (Reverse) Floor Plan**  
1/4" = 1'-0"



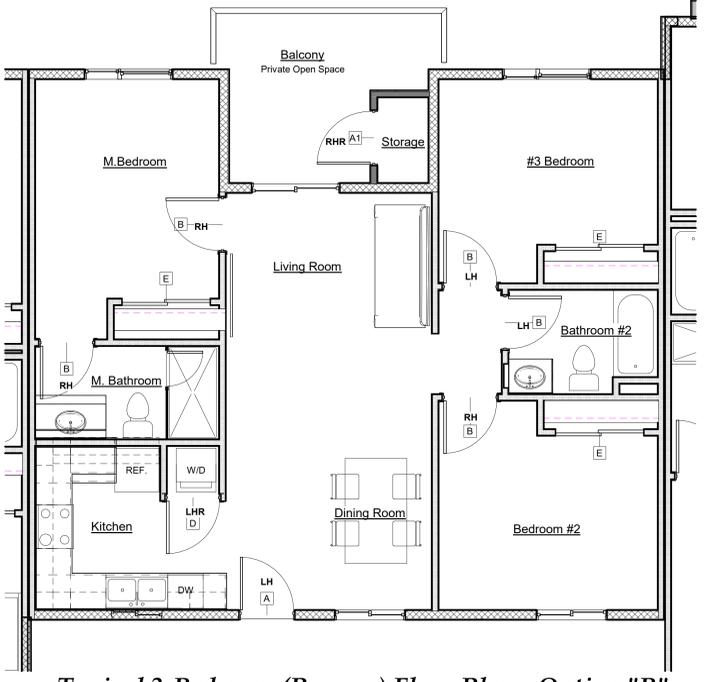
**Typical Retail Unit**  
1/4" = 1'-0"



**Typical 3-Bedroom Floor Plan - Option "A"**  
1/4" = 1'-0"



**Typical 3-Bedroom Floor Plan - Option "B"**  
1/4" = 1'-0"



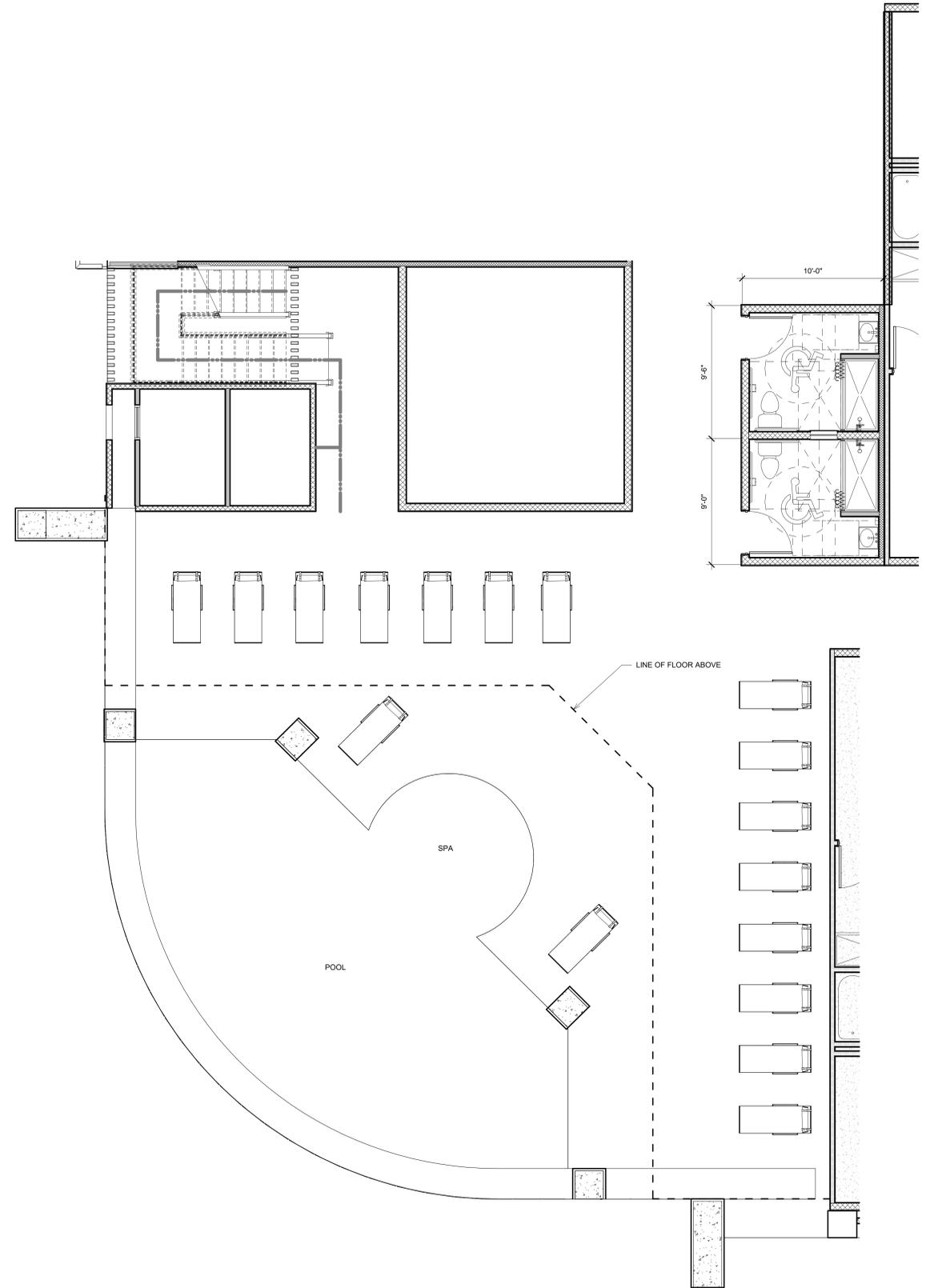
**Typical 3-Bedroom (Reverse) Floor Plan - Option "B"**  
1/4" = 1'-0"

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**Second Floor Patio Plan**  
 1/4" = 1'-0"



**First Floor Patio Plan**  
 1/4" = 1'-0"

**ANDRESEN ARCHITECTURE INC.**  
 17087 ORANGE WAY, FONTANA, CA 92335 (909) 355-6688

Proposed Apartment Complex For:  
**Mike Mahmoudi**  
 NEC Foothill Blvd & Sultana St, Fontana, CA 92336

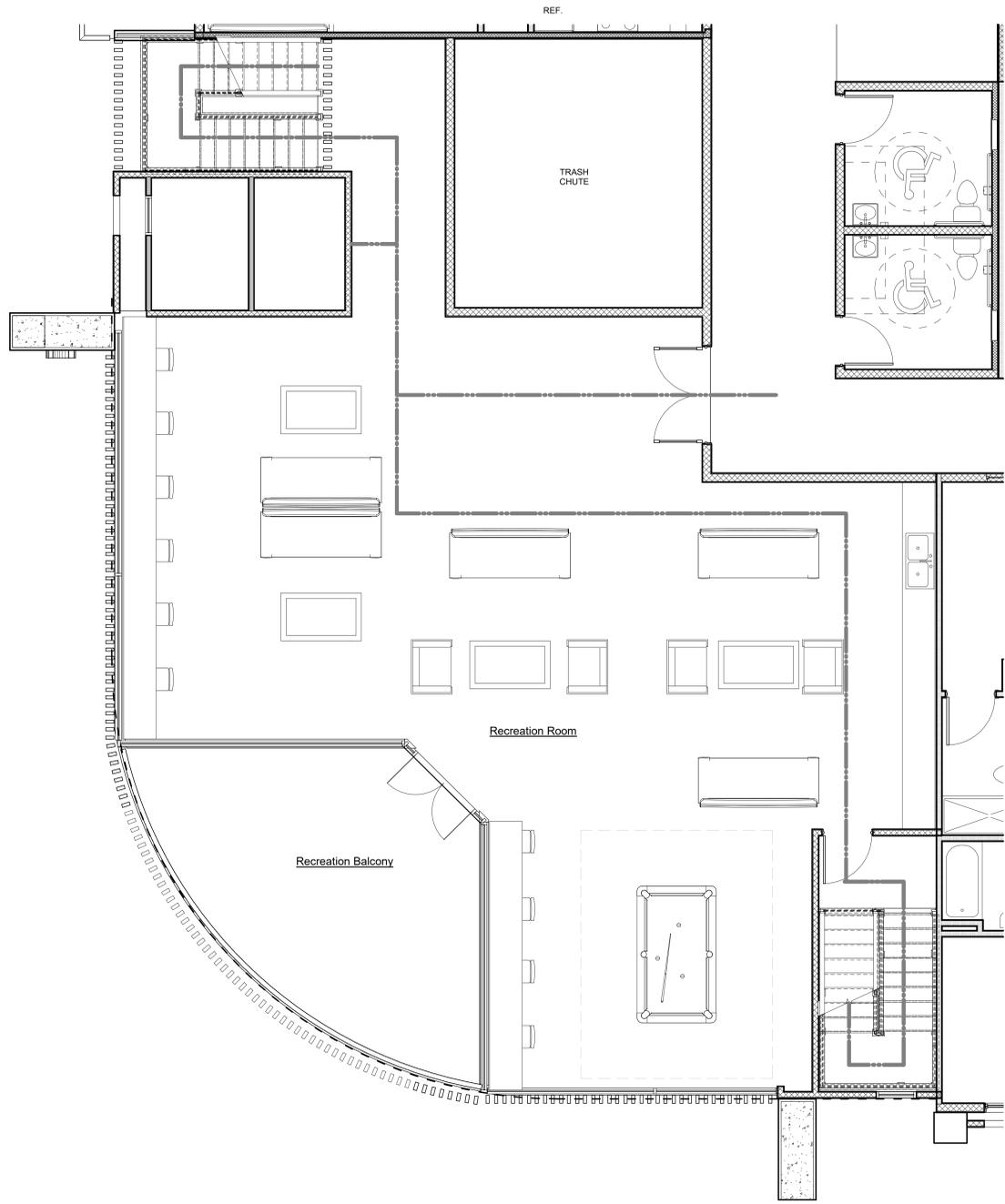
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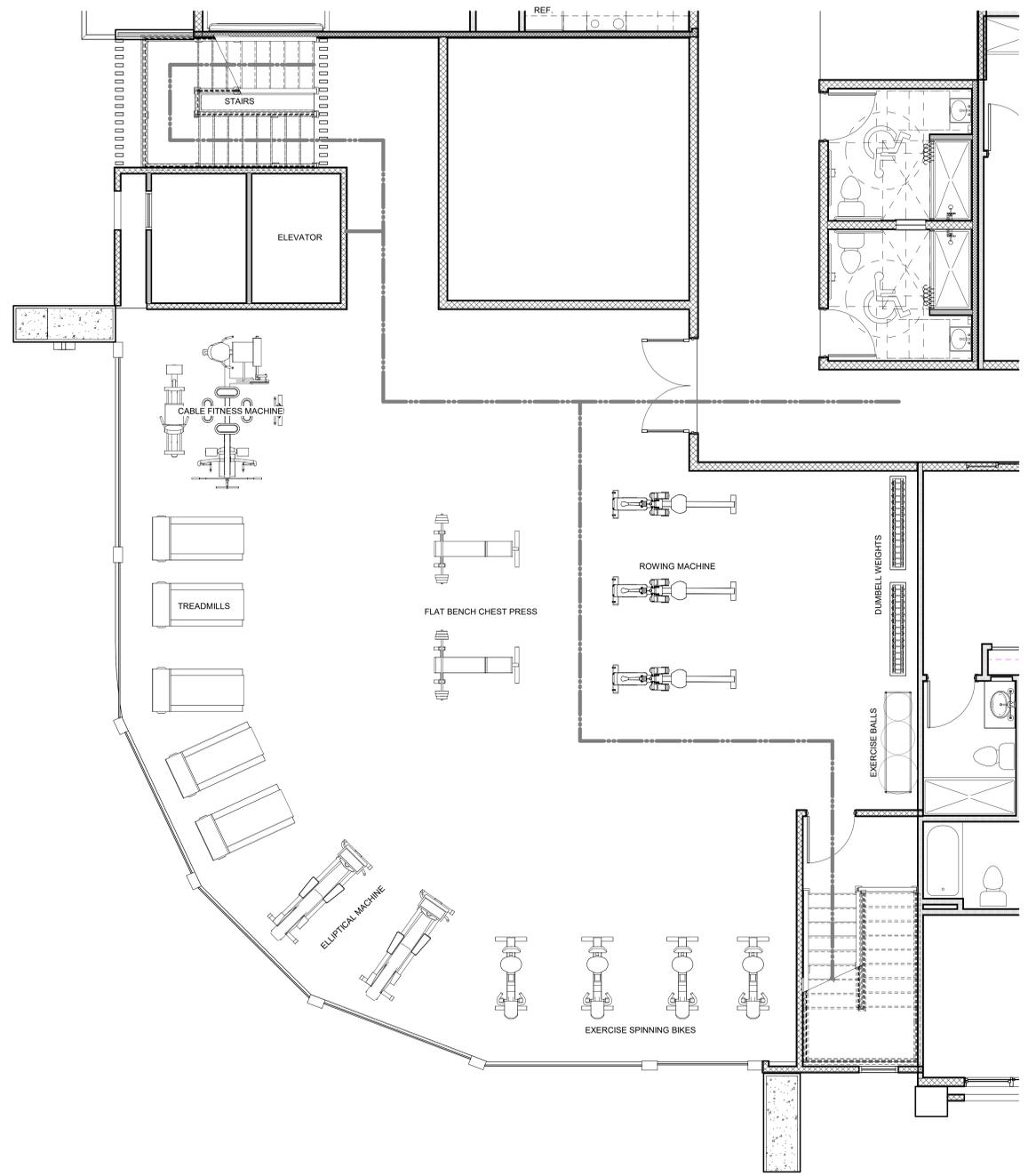
**Main Corner Plans**

**PL4**

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**Fourth Floor Recreation Center Plan**  
1/4" = 1'-0"



**Third Floor Fitness Center Plan**  
1/4" = 1'-0"



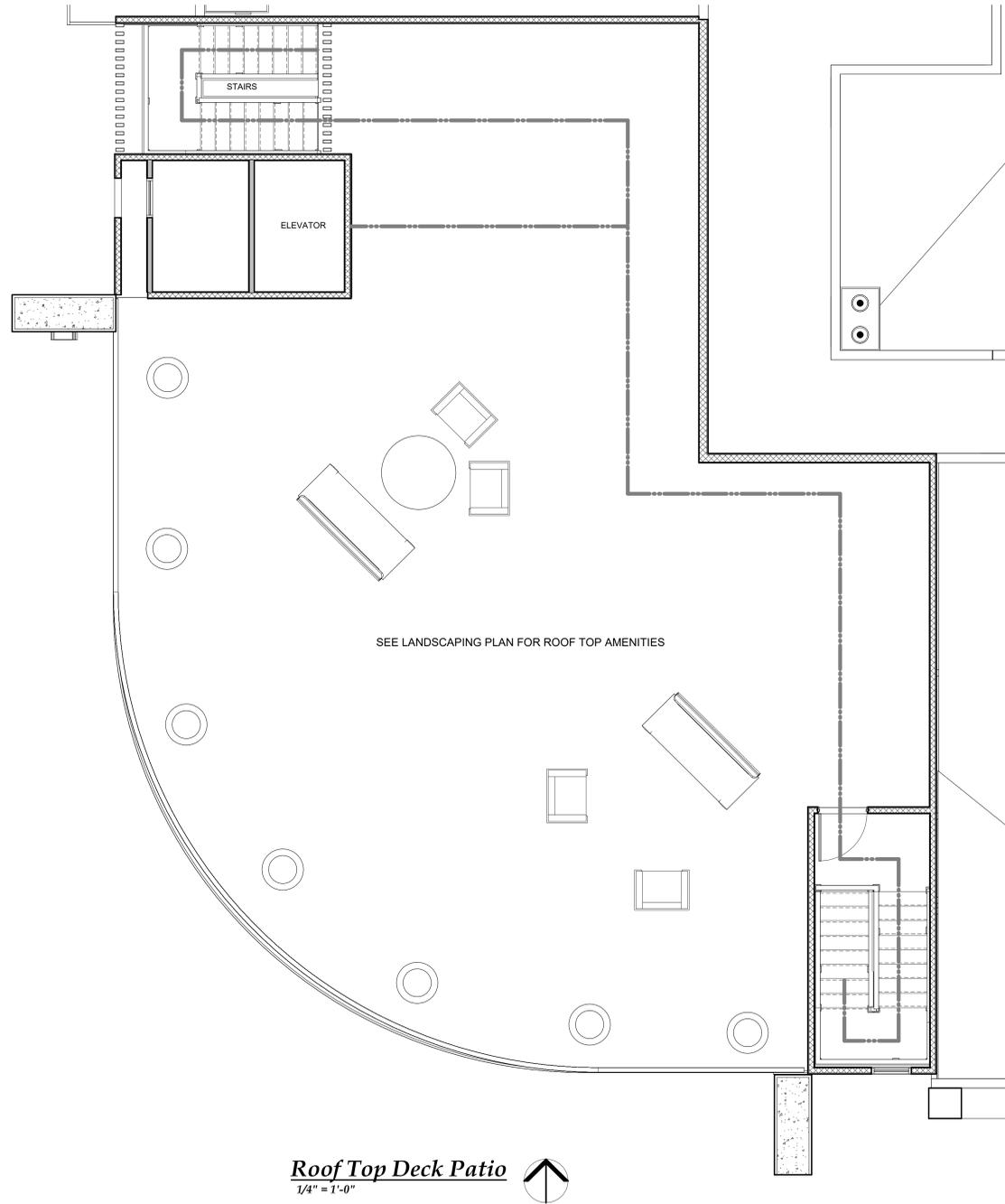
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17087 ORANGE WAY, FONTANA, CA 92335 (909) 355-6688

Proposed Apartment Complex For:  
**Mike Mahmoudi**  
NEC Foothill Blvd & Sultana St, Fontana, CA 92336

|              |   |
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**Main Corner Plans**  
**PL4.1**



**Roof Top Deck Patio**  
1/4" = 1'-0"

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|   |   |
|---|---|
| Proposed Apartment Complex For:                   |   |
| <b>Mike Mahmoudi</b>                              |   |
| NEC Foothill Blvd & Sultana St, Fontana, CA 92336 |   |
| 20-3872   | ▲ |
| 16 Apr. 2025                                      | ▲ |



**Main Corner  
Plan**

**PL4.2**



**Material List**

| Material: Mark | Material: Description        | Material: Manufacturer | Material: Model                |
|----------------|------------------------------|------------------------|--------------------------------|
| M1             | MAIN COLOR - EGRET WHITE     | SHERWIN-WILLIAMS       | ISW7570                        |
| M2             | ACCENT COLOR - THUNDER GRAY  | SHERWIN-WILLIAMS       | ISW7645                        |
| M3             | ACCENT COLOR - GATEWAY GRAY  | SHERWIN-WILLIAMS       | ISW7644                        |
| M4             | ACCENT COLOR - ROCKWOOD CLAY | SHERWIN-WILLIAMS       | ISW2523                        |
| M5             | ACCENT COLOR - TRICORN BLACK | SHERWIN-WILLIAMS       | ISW6258                        |
| M6             | Natural Stone Veneer         | Cultured Stone         | Country Ledgerston - Ashfall   |
| M7             | Expanded Mesh                | Amico Architectural    | Apex01                         |
| M8             | Brick Veneer                 | Cultured Stone         | Handmade Brick Veneer - Canvas |
| M9             | ALUMINUM STOREFRONT          |                        | BLACK ANODIZED                 |
| M10            | ALUMINUM COMPOSITE PANEL     | REYNOLBOND             | DURAGLOSS 5000: ELEGANT BLACK  |
| M11            | ALUMINUM VERTICLE FIN        |                        | ALUMINUM WOOD FINISH           |
| M12            | ALUMINUM RAILING             |                        | ALUMINUM WOOD FINISH           |

Proposed Apartment Complex For:  
**Mike Mahmoudi**  
 NEC Foothill Blvd & Sultana St, Fontana, CA 92336

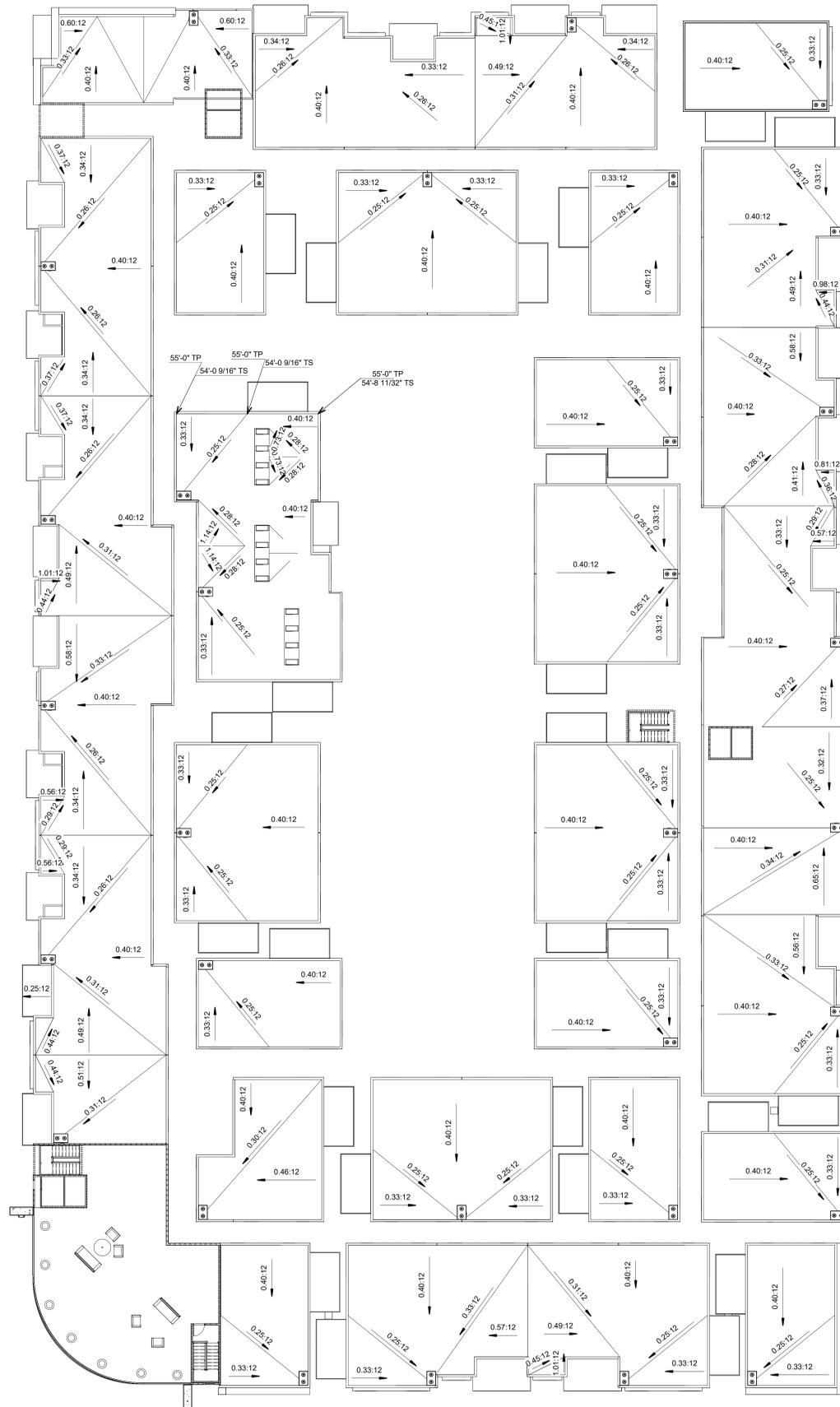
20-3872  
 16 Apr. 2025

**Exterior Elevations**

**PL5**



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**Roof Plan**  
1/16" = 1'-0"



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|   |   |   |
|---|---|---|
| Proposed Apartment Complex For:                   |   |  |
| <b>Mike Mahmoudi</b>                              |   |   |
| NEC Foothill Blvd & Sultana St, Fontana, CA 92336 |   |   |
| 20-3872   | ▲ |   |
| 16 Apr. 2025                                      | ▲ |   |
| <b>Roof Plan</b>                                  |   | <b>PL6</b>  |

Proposed Apartment Complex For:  
**Mike Mahmoudi**  
NEC Foothill Blvd & Sultana St, Fontana, CA 92336

|              |  |
|--------------|--|
| 20-3872      |  |
| 16 Apr. 2025 |  |



*3D Views*

**PL7**



*3D Aerial View*



*Corner Elevation*  
3/32" = 1'-0"



*3D Street View*



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|   |   |
|---|---|
| Proposed Apartment Complex For:                   |   |
| <b>Mike Mahmoudi</b>                              |   |
| NEC Foothill Blvd & Sultana St, Fontana, CA 92336 |   |
| 20-3872   | ▲ |
| 16 Apr. 2025                                      | ▲ |

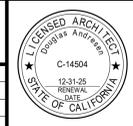


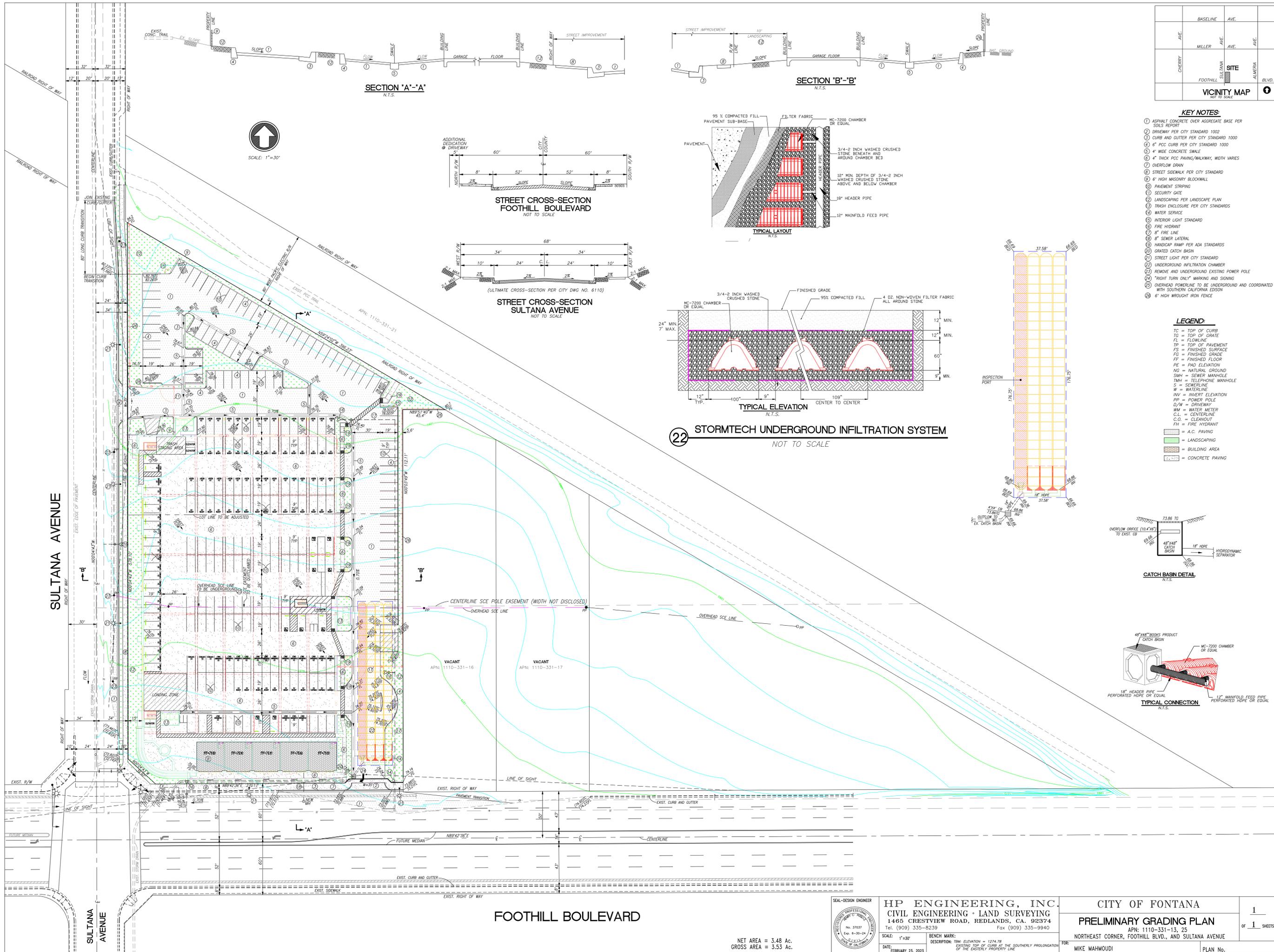
**3D Renderings**

**PL8**

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|   |  |              |   |
|---|--|--------------|---|
|  <p><b>ANDRESEN ARCHITECTURE INC.</b><br/>17087 ORANGE WAY, FONTANA, CA 92335 (909) 355-6688</p> | Proposed Apartment Complex For:<br><b>Mike Mahmoudi</b><br>NEC Foothill Blvd & Sultana St, Fontana, CA 92336 |              |  |
|   | 20-3872  | 16 Apr. 2025 |   |
|   |  | <b>PL9</b>   |   |



|        |          |               |              |
|--------|----------|---------------|--------------|
|        |          | BASELINE AVE. |              |
| AVE.   |          | MILLER AVE.   | AVE.         |
| CHERRY | FOOTHILL | SULTANA       | ALMERA       |
|        |          | SITE          |              |
|        |          | VELOCITY MAP  | NOT TO SCALE |

- KEY NOTES:**
- ASPHALT CONCRETE OVER AGGREGATE BASE PER SOILS REPORT
  - DRIVEWAY PER CITY STANDARD 1002
  - CURB AND GUTTER PER CITY STANDARD 1000
  - 3" PCC CURB PER CITY STANDARD 1000
  - 4" WIDE CONCRETE SWALE
  - 4" THICK PCC PAVING/MALKWAY, WIDTH VARIES
  - OVERFLOW DRAIN
  - STREET SIDEWALK PER CITY STANDARD
  - 6" HIGH MASONRY BLOCKWALL
  - PAVEMENT STRIPING
  - SECURITY GATE
  - LANDSCAPING PER LANDSCAPE PLAN
  - TRASH ENCLOSURE PER CITY STANDARDS
  - WATER SERVICE
  - INTERIOR LIGHT STANDARD
  - FIRE HYDRANT
  - 8" FIRE LINE
  - 8" SEWER LATERAL
  - HANDICAP RAMP PER ADA STANDARDS
  - GRADED CATCH BASIN
  - STREET LIGHT PER CITY STANDARD
  - UNDERGROUND INFILTRATION CHAMBER
  - REMOVE AND UNDERGROUND EXISTING POWER POLE
  - "RIGHT TURN ONLY" MARKING AND SIGNING
  - OVERHEAD POWERLINE TO BE UNDERGROUND AND COORDINATED WITH SOUTHERN CALIFORNIA EDISON
  - 6" HIGH WROUGHT IRON FENCE

**LEGEND:**

- TC = TOP OF CURB
- TG = TOP OF GRATE
- FL = FLOWLINE
- TR = TOP OF PAVEMENT
- FS = FINISHED SURFACE
- FG = FINISHED GRADE
- FF = FINISHED FLOOR
- PE = PAD ELEVATION
- NG = NATURAL GROUND
- SMH = SEWER MANHOLE
- TMH = TELEPHONE MANHOLE
- S = SEWERLINE
- W = WATERLINE
- INV = INVERT ELEVATION
- PP = POWER POLE
- D/W = DRIVEWAY
- WM = WATER METER
- C.L. = CENTERLINE
- C.O. = CLEANSUIT
- FH = FIRE HYDRANT

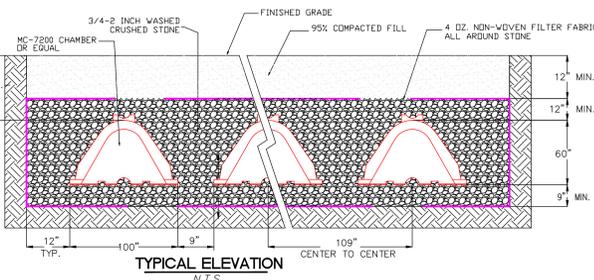
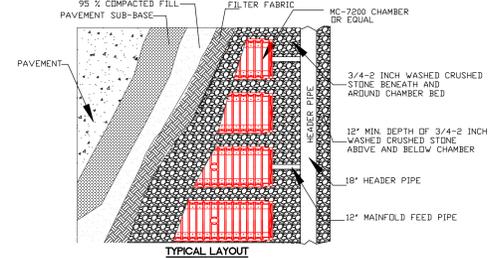
- AC PAVING
- LANDSCAPING
- BUILDING AREA
- CONCRETE PAVING

**SECTION "A"- "A"**  
N.T.S.

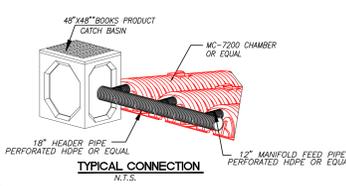
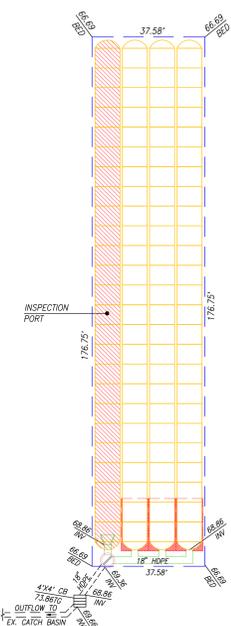
**SECTION "B"- "B"**  
N.T.S.

**STREET CROSS-SECTION  
FOOTHILL BOULEVARD**  
NOT TO SCALE

**STREET CROSS-SECTION  
SULTANA AVENUE**  
NOT TO SCALE



**22 STORMTECH UNDERGROUND INFILTRATION SYSTEM**  
NOT TO SCALE



**FOOTHILL BOULEVARD**

NET AREA = 3.48 AC.  
GROSS AREA = 3.53 AC.



**HP ENGINEERING, INC.**  
CIVIL ENGINEERING • LAND SURVEYING  
1465 CRESTVIEW ROAD, REDLANDS, CA 92374  
Tel. (909) 335-8239 Fax (909) 335-9940

SCALE: 1"=30'  
DATE: FEBRUARY 23, 2023

BENCH MARK:  
DESCRIPTION: TBM ELEVATION = 1274.78  
EXISTING TOP OF CURB AT THE SOUTHERLY PROLONGATION OF THE EASTERLY PROPERTY LINE

**CITY OF FONTANA**  
**PRELIMINARY GRADING PLAN**  
APN: 1110-331-13, 21  
NORTHEAST CORNER, FOOTHILL BLVD., AND SULTANA AVENUE

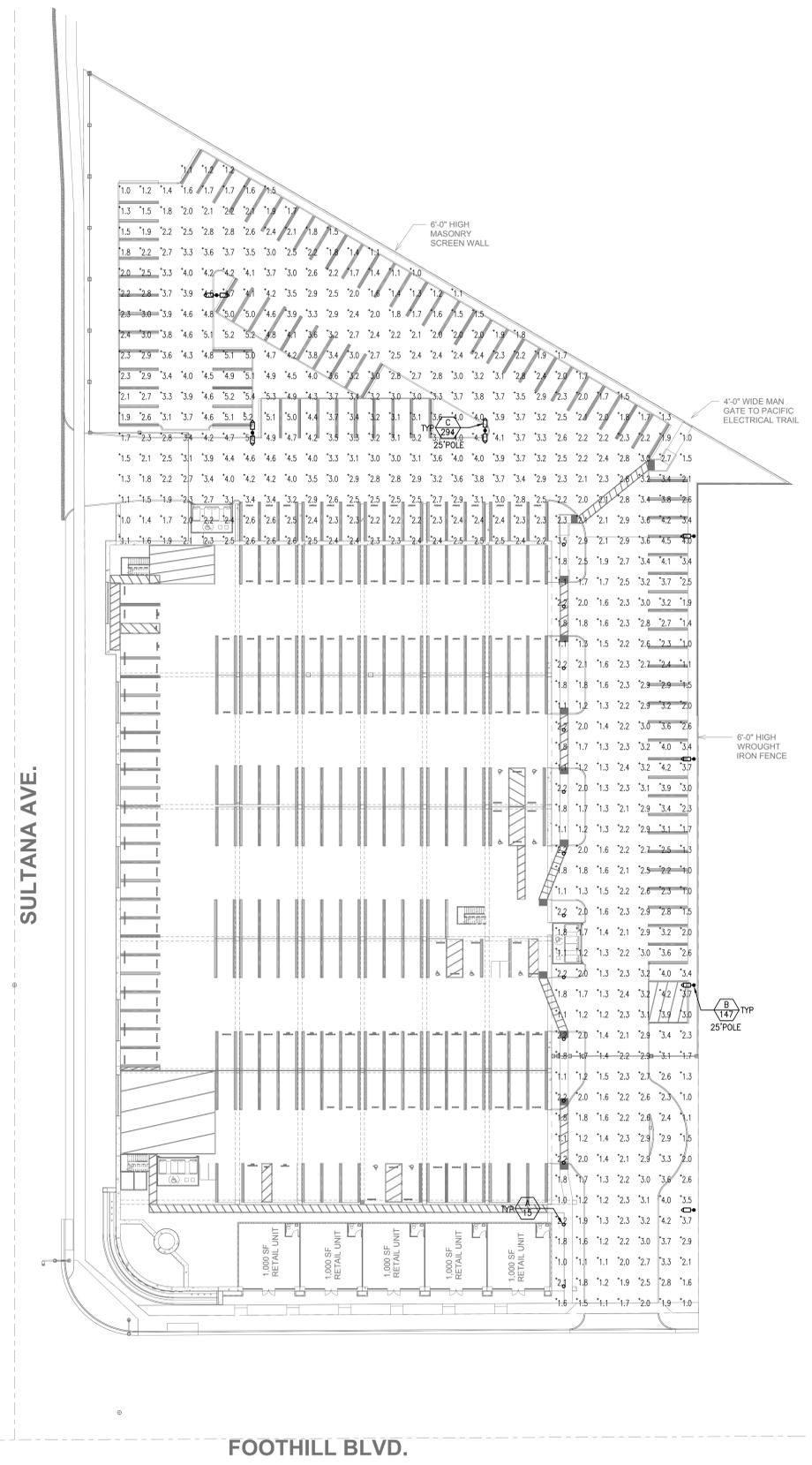
FOR: MIKE MAHMOUDI

PLAN No. 1 OF 1 SHEETS

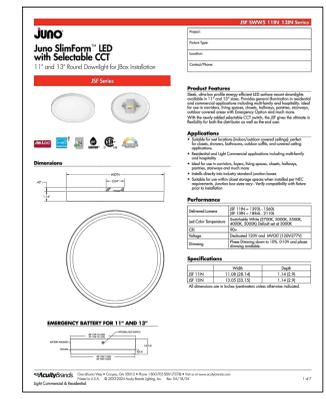


| Symbol | Label | QTY | Manufacturer      | Catalog                             | Description  | LLF  | Input Power |
|--------|-------|-----|-------------------|-------------------------------------|--|------|-------------|
| ○      | A 15  | 13  | Juno Lighting     | JSF 11IN 13LM 40K 90CRI MVOLT 2T WH | 11" Round Edgell (Slimform) Surface Mount, 4000K, 90CRI, MV                                  | 0.9  | 14.6        |
| ⌈      | B 147 | 4   | Lithonia Lighting | RSX2 LED P3 40K R3 HS               | RSX LED Area Luminaire Size 2 P3 Lumen Package 4000K CCT Type R3 Distribution with RS shield | 0.95 | 147         |
| ⌈      | C 294 | 3   | Lithonia Lighting | RSX2 LED P3 40K R5                  | RSX Area Fixture Size 2 P3 Lumen Package 4000K CCT Type R5 Distribution                      | 0.95 | 294         |

| Description | Symbol | Avg    | Max    | Min    | Max/Min | Avg/Min |
|-------------|--------|--------|--------|--------|---------|---------|
| Parking     | +      | 2.6 fc | 5.4 fc | 1.0 fc | 5.4:1   | 2.6:1   |



**SITE PHOTOMETRIC PLAN**  
SCALE: 1"=30'-0"



**TYPE A - 11" SURFACE LIGHT FIXTURE**



**TYPE B - SINGLE HEAD POLE FIXTURE**



**TYPE C - SINGLE HEAD POLE FIXTURE**

Proposed Apartment Complex For:  
**Mike Mahmoudi**  
NEC Foothill Blvd & Sultana St, Fontana, CA 92336  
20-3872  
1 Nov. 2023



**SITE PHOTOMETRIC PLAN**

**E-1**



GROUND FLOOR



**PLANT PALETTE** WUCOLS SIZE

**TREES**

|                                  |      |                       |
|----------------------------------|------|-----------------------|
| CERCIS canadensis 'Forest Pansy' | Low  | 30' TALL, 20-25' WIDE |
| PURPLE LEAF EASTERN REDBUD       |      |                       |
| LAGERSTROEMIA indica 'Natchez'   | Mod. | 20' TALL & WIDE       |
| NATCHEZ CRAPE MYRTLE             |      |                       |
| LAGERSTROEMIA indica 'Catawba'   | Mod. | 15' TALL & WIDE       |
| CATAWBA CRAPE MYRTLE             |      |                       |
| MAGNOLIA grandiflora 'St. Mary'  | Low  | 25' TALL, 20' WIDE    |
| SWAN HILL FRUITLESS OLIVE        |      |                       |
| FROCARPUS falcatus               | Mod. | 40-60' TALL, 25' WIDE |
| FRICAN FERN PINE                 |      |                       |
| RHAPHIOLEPIS 'Majestic Beauty'   | Mod. | 25' TALL, 10' WIDE    |
| MAJESTIC BEAUTY INDIAN HAWTHORN  |      |                       |

**FOUNDATION SHRUBS**

|   |      |                       |
|---|------|-----------------------|
| BUXUS microphylla japonica 'Winter Gem' | Mod. | 3-4' TALL & WIDE      |
| WINTER GEM BOXWOOD                      |      |                       |
| CALLISTEMON 'Little John'               | Low  | 3' TALL, 3-5' WIDE    |
| LITTLE JOHN DWARF BOTTLEBRUSH           |      |                       |
| GARDENIA jasminoides 'Frostproof'       | Mod. | 5' TALL, 4' WIDE      |
| FROSTPROOF GARDENIA                     |      |                       |
| LEUCOPHYLLUM frutescens 'Green Cloud'   | Mod. | 6-8' TALL & WIDE      |
| GREEN CLOUD TEXAS SAGE                  | Low  |                       |
| PITOSPORUM tobira 'Shima'               | Mod. | 24'-30' TALL & WIDE   |
| CREAM DE MINT™ DWARF PITOSPORUM         |      |                       |
| PITOSPORUM tenuifolium 'Oliver Twist'   | Mod. | 8-10' TALL, 5-7' WIDE |
| OLIVER TWIST PITOSPORUM                 |      |                       |
| ROSA 'Pink'                             | Mod. | 3-4' TALL, 2' WIDE    |
| REMINISCENT PINK ROSE                   |      |                       |
| ROSMARINUS officinalis 'Tuscan Blue'    | Low  | 5' TALL, 2-4' WIDE    |
| TUSCAN BLUE ROSEMARY                    |      |                       |

**ACCENTS AND GROUNDCOVERS**

|                                  |      |                        |
|----------------------------------|------|------------------------|
| ANIGOZANTHOS Yellow              | Low  | 1-3' TALL & WIDE       |
| YELLOW KANGAROO PAW              |      |                        |
| CAREX tumulicola                 | Low  | 1-2' TALL, 2-3' WIDE   |
| BERKELEY SEDGE                   |      |                        |
| DIANELLA lasmanica 'Variegata'   | Mod. | 2' TALL & WIDE         |
| VARIEGATED FLAX LILY             |      |                        |
| EUPHORBIA characias 'Wilcolt'    | Low  | 2' TALL & WIDE         |
| SILVER SWAN EUPHORBIA            |      |                        |
| HEMEROCALLIS x 'Ruby Spider'     | Mod. | 2-3' TALL, 2' WIDE     |
| RUBY SPIDER DAYLILY              |      |                        |
| LANTANA montevidensis            | Low  | 1'-2' TALL, 3'-5' WIDE |
| TRAILING LANTANA                 |      |                        |
| LANTANA montevidensis 'Monma'    | Low  | 1' TALL, 3'-5' WIDE    |
| WHITE LIGHTNIN' TRAILING LANTANA |      |                        |
| LANTANA 'New Gold'               | Low  | 1-2' TALL, 2-4' WIDE   |
| NEW GOLD LANTANA                 |      |                        |
| LIRIOPE muscari 'Majestic'       | Mod. | 18" TALL, 2' WIDE      |
| MAJESTIC LILYTURF                |      |                        |
| SENECIO serpens                  | Low  | 1' TALL, 2-3' WIDE     |
| BLUE CHALKSTICKS                 |      |                        |

Note: All planters shall receive 3" layer shredded bark mulch.

**PRELIMINARY WATER USE CALCULATIONS**

|  |      |                     |               |        |     |              |
|--|------|---------------------|---------------|--------|-----|--------------|
| Reference Eto                                      | 55.6 | Conservation Factor | 0.55          |        |     |              |
| Maximum Allowable Water Allocation Equation:       |      |                     | (residential) |        |     |              |
| MAWA = (Eto) (0.62) [(ETAF x LA) + ((1-ETAF)xSLA)] |      |                     | 424,373 MAWA  |        |     |              |
| Eto  | 0.62 | ETAF                | LA            | 1-ETAF | SLA |              |
| 55.6   | 0.62 | 0.55                | 22383         | 0.45   | 0   |              |
| Estimated Total Water Use Equation:                |      |                     |               |        |     | 381,031 ETWU |
| ETWU = Eto x 0.62 x ETAF x LA                      |      |                     |               |        |     |              |

**HYDROZONE MATRIX**

| ZONE            | HYDROZONE BASIS | S.F.  | %TOTAL | PLANT TYPE | PLANT FACTOR | IRRIGATION EFFICIENCY | Eto   | 0.62 | ETAF | LA    | ETWU           | IRRIGATION METHOD |
|-----------------|-----------------|-------|--------|------------|--------------|-----------------------|-------|------|------|-------|----------------|-------------------|
| LW-MW SHRUBS    |                 | 22131 | 99%    | MODERATE   | 0.40         | 0.81                  | 55.60 | 0.62 | 0.49 | 22131 | 376,740.66     | Dripline          |
| LW-MW TREES     |                 | 252   | 1%     | MODERATE   | 0.40         | 0.81                  | 55.60 | 0.62 | 0.49 | 252   | 4,289.85       | Dripline          |
| <b>ETWU</b>     |                 |       |        |            |              |                       |       |      |      |       | <b>381,031</b> |                   |
| Total Landscape |                 |       |        |            |              |                       |       |      |      |       | 22,383         |                   |

Note: Landscape to be installed with low-volume drip irrigation and automatic, weather sensing irrigation controller.



PLANT PALETTE WUCOLS SIZE

**TREES**

|  |                                  |      |                       |
|--|----------------------------------|------|-----------------------|
|  | CERCIS canadensis 'Forest Pansy' | Low  | 30' TALL, 20-25' WIDE |
|  | PURPLE LEAF EASTERN REDBUD       |      |                       |
|  | LAGERSTROEMIA indica 'Natchez'   | Mod. | 20' TALL & WIDE       |
|  | NATCHEZ CRAPE MYRTLE             |      |                       |
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|  | FRICAN FERN PINE                 |      |                       |
|  | RHAPHIOLEPIS 'Majestic Beauty'   | Mod. | 25' TALL, 10' WIDE    |
|  | MAJESTIC BEAUTY INDIAN HAWTHORN  |      |                       |

**FOUNDATION SHRUBS**

|  |   |      |                       |
|--|---|------|-----------------------|
|  | BUXUS microphylla japonica 'Winter Gem' |      |                       |
|  | WINTER GEM BOXWOOD                      | Mod. | 3-4' TALL & WIDE      |
|  | CALLISTEMON 'Little John'               | Low  | 3' TALL, 3-5' WIDE    |
|  | LITTLE JOHN DWARF BOTTLEBRUSH           |      |                       |
|  | GARDENIA jasminoides 'Frostproof'       | Mod. | 5' TALL, 4' WIDE      |
|  | FROSTPROOF GARDENIA                     |      |                       |
|  | LEUCOPHYLLUM frutescens 'Green Cloud'   |      | 6-8' TALL & WIDE      |
|  | GREEN CLOUD TEXAS SAGE                  | Low  |                       |
|  | PITOSPORUM tobira 'Shima'               | Mod. | 24"-30" TALL & WIDE   |
|  | CREAM DE MINI™ DWARF PITOSPORUM         |      |                       |
|  | PITOSPORUM tenuifolium 'Oliver Twist'   |      | 8-10' TALL, 5-7' WIDE |
|  | OLIVER TWIST PITOSPORUM                 | Mod. |                       |
|  | ROSA 'Pink'                             | Mod. | 3-4' TALL, 2' WIDE    |
|  | REMINISCENT PINK ROSE                   |      |                       |
|  | ROSMARINUS officinalis 'Tuscan Blue'    | Low  | 5' TALL, 2-4' WIDE    |
|  | TUSCAN BLUE ROSEMARY                    |      |                       |

**ACCENTS AND GROUNDCOVERS**

|  |                                  |      |                        |
|--|----------------------------------|------|------------------------|
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|  | YELLOW KANGAROO PAW              |      |                        |
|  | CAREX tumulicola                 | Low  | 1-2' TALL, 2-3' WIDE   |
|  | BERKELEY SEDGE                   |      |                        |
|  | DIANELLA hasmanica 'Variegata'   | Mod. | 2' TALL & WIDE         |
|  | VARIEGATED FLAX LILY             |      |                        |
|  | EUPHORBIA characias 'Wilcott'    | Low  | 2' TALL & WIDE         |
|  | SILVER SWAN EUPHORBIA            |      |                        |
|  | HEMEROCALLIS x 'Ruby Spider'     | Mod. | 2-3' TALL, 2' WIDE     |
|  | RUBY SPIDER DAYLILY              |      |                        |
|  | LANTANA montevidensis            | Low  | 1'-2' TALL, 3'-5' WIDE |
|  | TRAILING LANTANA                 |      |                        |
|  | LANTANA montevidensis 'Monma'    | Low  | 1' TALL, 3'-5' WIDE    |
|  | WHITE LIGHTNIN' TRAILING LANTANA |      |                        |
|  | LANTANA 'New Gold'               | Low  | 1-2' TALL, 2-4' WIDE   |
|  | NEW GOLD LANTANA                 |      |                        |
|  | LIRIOPE muscari 'Majestic'       | Mod. | 18" TALL, 2' WIDE      |
|  | MAJESTIC LILYTURF                |      |                        |
|  | SENECIO serpens                  | Low  | 1' TALL, 2-3' WIDE     |
|  | BLUE CHALKSTICKS                 |      |                        |

Note: All planters shall receive 3" layer shredded bark mulch.

**RESOLUTION NO. PC 2025-\_\_\_\_**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF FONTANA APPROVING CONDITIONAL USE PERMIT NO. 24-0022 TO ESTABLISH A MIXED\_USE DEVELOPMENT IN THE R-5 ZONE, AND DESIGN REVIEW NO. 23-0024 FOR THE DEVELOPMENT OF A FIVE-STORY BUILDING CONSISTING OF 204 MULTI-FAMILY UNITS AND 5,000 SQUARE FEET OF COMMERCIAL RETAIL SPACE WITH ASSOCIATED IMPROVEMENTS ON APPROXIMATELY 3.5 GROSS ACRES FOR PROPERTY LOCATED ON THE NORTHEAST CORNER OF FOOTHILL BOULEVARD AND SULTANA AVENUE IDENTIFIED AS ASSESSOR PARCEL NUMBERS 1110-331-13 AND 1110-331-25, PURSUANT TO A CATEGORICAL EXEMPTION IN ACCORDANCE WITH CEQA GUIDELINES SECTION 15332 AND DIRECTING STAFF TO FILE A NOTICE OF EXEMPTION.**

**WHEREAS**, the project site identified as Assessor Parcel Numbers (“APNs”) 1110-331-13 and -25, (“Project Site”) was annexed from San Bernardino County into the City of Fontana on September 16, 2006; and

**WHEREAS**, on November 14, 2023, the City of Fontana (“City”) received an application from Andresen Architecture (“Applicant”) for a design review (DRP No. 23-0024) for site and architectural review of a mixed-use building at the Project Site; and

**WHEREAS**, on November 19, 2024, the City received a conditional use permit application (CUP No. 24-0022) for the establishment of a mixed-use development at the Project Site (CUP No. 24-0022 and DRP No. 23-0024 are referred to herein as the “Project”); and

**WHEREAS**, the Project Site has a General Plan Land Use designation of Multiple Family High Residential (R-MFH) and is located within the Multi-Family High Density Residential (R-5) zoning district, which allows for such projects; and

**WHEREAS**, pursuant to the California Environmental Quality Act (“CEQA”), the Project is Categorically Exempt pursuant to CEQA Guidelines Section No. 15332 (Class No. 32, Infill Development) and Section No. 3.22 (Categorical Exemption) of the 2019 Local Guidelines for Implementing the CEQA as the project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations; the project development occurs within city limits on a project site of less than five acres substantially surrounded by urban uses; the approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; the site can be adequately served by all required utilities and public services, and none of the exceptions in CEQA Guidelines Section 15300.2 apply; and

**WHEREAS**, the City wishes to protect and preserve the quality of life throughout the City, through effective land use and planning; and

**WHEREAS**, Conditions of Approval have been prepared and are attached hereto as **Exhibit “A”** for CUP No. 24-0022 and DRP No. 23-0024; and

**WHEREAS**, all notices required by statute and the Fontana Municipal Code (FMC) have been given as required; and

**WHEREAS**, the owners of property within 660 feet of the Project Site were notified via public hearing notice mailer prior to the public hearing; and a notice of the public hearing was published in the Fontana Herald newspaper on August 8, 2025, and simultaneously displayed at City Hall and at the Project Site; and

**WHEREAS**, on August 19, 2025, a duly noticed public hearing on CUP No. 24-0022 and DRP No. 23-0024, was held by the Fontana Planning Commission (“Planning Commission”) to consider testimony and evidence presented by the Applicant, City staff, and other interested parties; and,

**WHEREAS**, on August 19, 2025, the Planning Commission carefully considered all information, evidence and testimony presented at its public hearing on CUP No. 24-0022 and DRP No. 23-0024; and

**WHEREAS**, all other legal prerequisites to the adoption of this Resolution have occurred.

**NOW, THEREFORE**, the Planning Commission RESOLVES as follows:

**Section 1. Recitals.** The above recitals are true, correct and incorporated herein by this reference.

**Section 2. CEQA.** The Planning Commission hereby determines that the Project is categorically exempt pursuant to Section No. 15332 (Infill Development) of the California Environmental Quality Act and Section No. 3.22 (Categorical Exemption) of the 2019 Local Guidelines for Implementing the California Environmental Quality Act (CEQA). The Project site is considered Infill as: (1) The Project is consistent with the Multi-Family High Residential (R-MFH) General Plan Land Use Designation and the Multi-Family High Density Residential (R-5) zoning designation; (2) The Project Site is less than five (5) acres and is substantially surrounded by urban uses; (3) The Project Site is not within any known sensitive or threatened habitat area; (4) The Project will not have any significant effects related to traffic, noise, air quality, or water quality; and (5) There are adequate public services for the development of the residential project. The Planning Commission further determines that none of the exceptions in CEQA Guidelines Section 15300.2 apply to the Project and directs Staff to file a Notice of Exemption.

**Section 3. Conditional Use Permit Findings.** The Planning Commission hereby makes the following findings for CUP No. 24-0022 in accordance with Section 30-452(c) “Required Findings” for conditional use permits with mixed-use development, in the Fontana Zoning and Development Code.

**Finding No. 1. The project consists of a use or mix of uses encouraging transit**

**use and is demonstrably oriented toward transit users.**

Findings of Fact: The Project Site will create new commercial and residential uses along a major transit corridor and the conditions of approval regulate the use. The Project Site is less than ½ mile from a major transit stop. This development it will encourage transit use and is demonstrably oriented towards transit users.

**Finding No. 2. The project is designed to enhance pedestrian access and/or other non-motor vehicle modes of transportation to public transit.**

Findings of Fact: The Project Site is located on a 3.5 gross acre lot. The Applicant has provided various access points for pedestrians to walk to the nearest public transit station. The Project consists of one (1) new five (5) story mixed-use building with 204 multi-family units and 5,000 square feet of commercial space, located on Foothill Boulevard, a major east-west bus route that connects to the Fontana, Montclair and San Bernardino Metrolink stations.

**Finding No. 3. The project encourages pedestrian activity and/or other non-motor vehicle modes of transportation and reduces dependency on motor vehicles.**

Findings of Fact: The Project is designed to encourage pedestrian activity by locating a commercial retail suite along Foothill Boulevard, a major transit corridor. The Project's proximity to public transit, with a transit stop less than 583 feet away, promotes the use of non-motor vehicle transportation.

**Section 4. Conditional Use Permit Findings.** The Planning Commission hereby makes the following findings for CUP No. 24-0022 in accordance with Section 30-150 "Required Findings" for conditional use permits in the Fontana Zoning and Development Code.

**Finding No. 1. The proposed use is allowed within the applicable zoning district and complies with all other applicable provisions of the Zoning and Development Code, Municipal Code, general plan, any applicable specific plan or area plan, and City regulations/standards.**

Findings of Fact: The Project Site is located at the northeast corner of Sultana Avenue and Foothill Boulevard (APNs: 1110-331-13 and -25). The General Plan Land Use designation for the Project Site is R-MFH and it is located within the R-5 zone. In accordance with Section 30-452 of the Zoning and Development Code, mixed use developments are required to obtain a conditional use permit. The General Plan and the Zoning and Development Code support the development of new commercial and residential uses along a major transit corridor, and the conditions

of approval will regulate the use. The project site meets the requirements of the Fontana Municipal Code, General Plan, and Zoning and Development Code.

**Finding No. 2. The site is physically suited for the type, density, and intensity of the proposed use including access, utilities, and the absence of physical constraints and can be conditioned to meet all related performance criteria and development standards.**

Findings of Fact: The Project Site is located on a 3.5 gross acre lot, is already equipped with utilities and is physically suited for the type of use. The site improvements have been reviewed by the City of Fontana Fire, Building and Safety, and Engineering Department. During the review process, changes were made to the plans to ensure that the Project is well designed. The project has access along Sultana Avenue and Foothill Boulevard for the residents and the public. The project will meet all the requirements from the Fontana Municipal Code.

**Finding No. 3. Granting the permit would not be detrimental to the public interest, health, safety, convenience, welfare, or materially injurious to persons, property, or improvements in the vicinity in which the project is located.**

Findings of Fact: There will be no adverse effect to the neighboring sites or their permitted uses from this mixed-use development. There are other similar existing uses in the vicinity. The development will improve the public health, safety and welfare of the community. Additionally, the granting of the permit will not be detrimental to the public interest instead it will provide the necessary housing units and commercial units for the City.

**Section 5. Design Review Findings.** The Planning Commission hereby makes the following findings for DR No. 23-0024 in accordance with Section 30-120, "Findings for approval," of the Fontana Zoning and Development Code:

**Finding No. 1: The proposal is consistent with the General Plan, Zoning and Development Code, and any applicable Specific Plan.**

Findings of Fact: The Project consists of the development of five (5) story mixed-use building totaling 83,125 square feet on a 3.5 adjusted gross acre lot. Architectural features for the Project include aluminum panels and railings, stone and brick veneer, exterior metal doors, and glazed windows. The site and building design comply with the criteria contained in the design review section of the Fontana Zoning and Development Code as it has high quality architecture and appropriate screening comprised of screen walls and landscaping

that will make for an appropriate and desirable development.

More specifically, the Project meets Goal number 2 of Chapter 15 of the General Plan by encouraging livable corridor design, more walkable neighborhoods with higher density housing and a mixed-use development on larger infill sites along corridors such as Foothill Boulevard, connecting them to adjoining neighborhoods and locating multi-family development in mixed-use centers, preferably where there is nearby access to retail, services, and public transportation.”

The project is located within the R-5 zoning district. The Project will meet all zoning and development standards set forth in the Zoning and Development Code, including the required density range. The density for the multi-family dwellings is 47 dwelling units/acre. This density is within the maximum of 50 dwelling units per acre range allowed by the R-5 zoning district. The Project is not within a specific plan.

**Finding No. 2. The proposal meets or exceeds the criteria contained in this chapter and will result in an appropriate, safe, and desirable development promoting the public health, safety, and welfare of the community.**

Findings of Fact: The Project consists of the construction of a five (5) story mixed-use building totaling approximately 83,125 square feet. This building will be built in accordance with all applicable building, zoning, and fire codes, Division 11 of the Zoning and Development Code, and the Conditions of Approval attached hereto as Exhibit “A” and referenced herein. Architectural features include aluminum panels and railings, stone and brick veneer, exterior metal doors, and glazed windows. The exterior color palette for the building is comprised of white/gray and neutral tone with black and blue accent. The variations to the building face and roof lines, and tower elements at a maximum of 62.5 feet on a portion of the building, adds structural and visual interest to the building and is consistent with the surrounding area. The Project includes sidewalks and landscape improvements along the project boundaries.

The site improvements have been reviewed by the City of Fontana Fire Prevention, Building and Safety, and Engineering Departments, Based on each department’s review, it was determined that the Project meets the minimum requirements of the Multi-Family High Density Residential (R-5) zone. The Project will promote the public health, safety, and welfare of the occupants and community.

**Finding No. 3. The proposal, in its design and appearance, is aesthetically and architecturally pleasing, resulting in a safe, well-designed facility while enhancing the character of the surrounding**

**neighborhood.**

Findings of Fact: The Project is aesthetically and architecturally pleasing and compatible with the surrounding area. The Project Site is approximately 3.5 adjusted gross acres and is physically suitable in size and shape to support the mixed-use building. The Project creates visual interest with architectural features such as window glazing, tower elements, with variations to the roof and roof lines. The development is designed with features of architectural relief, landscaping, street improvements and lighting to enhance the character of the surrounding neighborhood.

The Project has been reviewed by the Engineering, Building and Safety and Fire Department with respect to the site circulation, access, and safety and it was determined that the Project meets the standards of the Zoning and Development Code and will provide a safe design for public access.

**Finding No. 4: The site improvements are appropriate and will result in a safe, well-designed facility.**

Findings of Fact: The development will include appropriate improvements that benefit not only for the Project Site, but also the surrounding area. The Project features sidewalks, drainage, grading, curb, gutter, sidewalk, landscaping, lighting, perimeter walls and fencing to provide a safe and well-designed neighborhood.

The improvements have been reviewed by the City's Planning, Fire, Building and Safety, and Engineering Departments. Based on the department's review, it was determined that the Project met all the city standards regarding circulation, access and safety.

**Section 6. Approvals.** Based on the foregoing, the Planning Commission hereby approves CUP No. 24-0022 and DRP No. 23-0024 subject to the Conditions of Approval attached hereto as "**Exhibit A**" and incorporated herein by this reference.

**Section 7. Resolution Regarding Custodian of Record:** The documents and materials that constitute the record of proceedings on which this Resolution has been based are located at the Planning Department, 8353 Sierra Avenue, Fontana, CA 92335. This information is provided in compliance with Public Resources Code section 21081.6.

**Section 8. Certification.** The Secretary of the Planning Commission shall certify to the adoption of this Resolution.

**Section 9. Effective Date.** This Resolution shall become effective immediately upon its adoption.

**Section 9. Severability.** If any provision of this Resolution or the application of any

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such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application.

**PASSED, APPROVED, AND ADOPTED** by the Planning Commission of the City of Fontana, California, at a regular meeting held on this 19th day of August 2025.

**City of Fontana**

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Idilio Sanchez, Chair

**ATTEST:**

I, Joseph Armendarez, Secretary of the Planning Commission of the City of Fontana, California, do hereby certify that the foregoing resolution was duly and regularly adopted by the Planning Commission at a regular meeting thereof, held on the 19th day of August, 2025, by the following vote, to-wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

Joseph Armendarez, Secretary

**Exhibit "A"**



**CITY OF FONTANA  
CONDITIONS OF APPROVAL**

**PROJECT:** Master Case No. 23-0101  
Conditional Use Permit No. 24-0022  
Design Review No. 23-0024

**DATE:** August 19, 2025

**LOCATION:** The project site is located at northeast corner of Foothill Boulevard and Sultana Avenue (APNs: 1110-331-13 and -25).

**PLANNING DEPARTMENT:**

1. The rights and privileges granted by this project shall not become effective, nor shall the Applicant commence the use for which this project is granted, until both of the following have occurred:
  - A. All of the improvements, construction, alteration and other work set forth in this project have been completed and have been accepted by the City, as evidenced by the City's issuance of a Certificate of Occupancy or other document evidencing the City's final inspection and acceptance of the work; and
  - B. All other Conditions of Approval imposed by this project have been fulfilled.
2. The applicant shall defend, indemnify, protect and hold harmless the City of Fontana or its agents, officers, attorneys and employees from any and all actual or alleged claims, actions or proceedings against the City of Fontana or its agents, officers, attorneys or employees to attack, set aside, void, annul or seek monetary damages arising out of any challenge to the applicant's proposed project or to any approvals of the Planning Commission and/or City Council concerning this project, including but not limited to actions challenging CEQA actions, permits, variances, plot plans, design plans, maps, licenses, and amendments. The City of Fontana shall promptly notify the applicant of any claim, action, or proceeding and the City of Fontana shall cooperate in the defense.

In the event of any such third party action or proceeding, the City shall have the right to retain legal counsel. The applicant shall be responsible and reimburse the City for such legal fees and costs, in their entirety, including actual attorneys' fees, which may be incurred by the City in defense of such action or proceeding. This indemnification shall also include, but not be limited to, damages, fees and/or costs awarded against the City, if any, and cost of suit, attorneys' fees, and other costs, liabilities and expenses incurred

in connection with such claim, action, or proceeding whether incurred by applicant, the City and/or any parties bringing such forth.

The City of Fontana and the applicant acknowledge that the City would not have approved this project if the City were to be liable to applicant in damages under or with respect to all or any part of this application or this condition of approval. Accordingly, applicant shall not sue the City for damages or monetary relief for any matter arising from or related to this condition of approval. Applicant's sole and exclusive remedy shall be limited to declaratory/injunctive relief, mandate, and/or specific performance.

3. In the event that one or more of the Conditions of Approval for this project needs to be amended and/or deleted due to health, safety or welfare concerns, the City Manager is authorized to approve or conditionally approve such amendment/deletion, provided that City Manager shall bring such proposed amendment/deletion to the City Council at the next available meeting for City Council ratification, but in no event later than sixty (60) days following the City Manager's decision. The noticing of such City Council meeting for possible ratification shall be pursuant to Sections No. 30-23 of the Municipal Code.
4. Prior to the construction of any modifications, all structural and aesthetic changes to the project design must be requested and approved in writing by the Director of Planning or his/her designee. Major structural and aesthetic changes exceeding the codified parameters of administrative policy shall be presented to the Planning Commission for approval. Changes made without approval as stated herein, will prevent the occupancy of the structure until corrections are approved in writing by all appropriate staff.
5. The occupants of this facility shall comply with applicable provisions of local, state and federal laws and regulations with respect to noise, vibration, smoke, odors, fire and explosive hazards, including, but not limited to the City's adopted Hazardous Materials Management Plan and Industrial Wastewater/Discharge requirements.
6. The applicant shall develop the mixed-used project as shown in the Planning Commission approved plans.
7. All signs shall be reviewed under a separate Design Review Sign application. This includes, but is not limited to, building signs, monument signs, pylon signs, etc.
8. All temporary signs (banners, wind flags, etc.) shall not be placed on the property unless the proper permits are obtained.
9. All built in gas barbeques shall be installed with safety locks to the satisfaction of the Director of Planning.
10. The applicant shall install an underground electrical line for the built-in barbeques.
11. This Design Review Permit shall become null and void two (2) years from the date of approval, unless the appropriate permits have been obtained and construction, defined as permit obtainment, commencement of construction of the primary building on site, and successful completion of the first Building and Safety Division inspection, has commenced within this period.
12. The current Development fees must be paid prior to issuance of building/construction permit.

13. This project shall comply with all applicable provisions, regulations and development standards of the City of Fontana Municipal Code.
14. The developer shall provide clustered and/or individual mail box(es) for the delivery of mail to future residents of the development in a convenient location and is well-lit. The mail box shall not block the line of sight. The mail boxes shall be made of durable material and shall be installed in a manner that is resistant to vandalism and meets the requirements of the Post Office. The developer is responsible for contacting the Post Office for the type and location of the mail boxes within their development. Any replacements of the mail boxes subsequent to the original installation shall be the responsibility of the developer, the property management company, and/or the homeowners association, and the Post Office.
15. Graffiti and unauthorized markings on any wall, sign, or structure must be removed within twenty-four (24) hours.
16. All landscaping must be adequately maintained at all times.
17. All masonry block walls shall be a minimum of six (6) ft. tall with a prefabricated cap when fronting the public right of way.
18. The amenities for this project shall include the following:
  - a. Swimming Pool/Space
  - b. Seating areas
  - c. Built-in barbeques with tables
  - d. Firepit
  - e. Con hole
  - f. Community recreational room
  - g. Indoor gym/fitness facility
19. Color combinations and color schemes for multi-family buildings approved under a Design Review Permit application shall not be modified or changed without prior approval from the original approving body by a revision to the original application. Minor hue color changes may be approved by the Director of Planning. The Director of Planning shall have the authority to refer minor hue color changes to the Planning Commission for consideration under a revision to the original application if deemed necessary. Appeals shall follow provisions of the Municipal Code.
20. Any foam treatment used for architecture treatments and/or projections located on the first floor (under 14 feet) shall be covered with concrete or similar durable material a minimum of ½ inch thick, or as determined by the Director of Planning.
21. The applicant shall provide up-lighting on the perimeter and up-light proposed trees to the satisfaction of the Director of Planning and his/her designee.
22. The applicant shall post a publicly visible sign on the project site with the telephone number and 24-hour point of contact for dust, noise, and construction complaints. The 24-hour point of contact shall be available 24 hours a day, 7 days a week and have authority to commit additional assets to control dust, or respond to construction complaints after hours, on weekends and on holidays. Construction shall be limited to

7:00am to 6:00pm on weekdays, 8:00am to 5:00pm on Saturdays, and no construction on Sundays and Holidays.

23. A locator map or directory should be posted at the site entrances. The directory should be located on the site so as to be easily and quickly identified and free from visual obstruction. The directory should be illuminated from dusk until dawn. The directory should have vandal resistant glazing to minimize criminal damage and the structure should be weather resistant.
24. Community address numbers and complex numbers should be visible. Building and unit numbers should be posted and visible. Address specifications are meant to ensure identification and location of buildings. Proper posting and maintenance minimizes confusion as to location and expedites public safety response.
25. Adhere to the city light standard of one foot candle minimum of light for all entrances, exits, pedestrian walkways, parking lots and activity areas. Reflect all light fixtures on the site plan. The type of illumination shall be either florescent, metal halide or white L.E.D.'s., and the luminaries shall be vandal resistant. All luminaries shall remain lit from dusk until dawn. Provide a photometric layout under separate exhibit to ensure the minimum light standard is met.
26. Historic Archaeological Resources
  - A. Upon discovery of any tribal cultural or archaeological resources, cease construction activities in the immediate vicinity of the find until the find can be assessed. All tribal cultural and archaeological resources unearthed by project construction activities shall be evaluated by the qualified archaeologist and tribal monitor/consultant. If the resources are Native American in origin, interested Tribes (as a result of correspondence with area Tribes) shall coordinate with the landowner regarding treatment and curation of these resources. Typically, the Tribe will request preservation in place or recovery for educational purposes. Work may continue on other parts of the project while evaluation takes place.
  - B. Preservation in place shall be the preferred manner of treatment. If preservation in place is not feasible, treatment may include implementation of archaeological data recovery excavation to remove the resource along the subsequent laboratory processing and analysis. All Tribal Cultural Resources shall be returned to the Tribe. Any historic archaeological material that is not Native American in origin shall be curated at a public, non-profit institution with a research interest in the materials, if such an institution agrees to accept the material. If no institution accepts the archaeological material, they shall be offered to the Tribe or a local school or historical society in the area for educational purposes.
  - C. Archaeological and Native American monitoring and excavation during construction projects shall be consistent with current professional standards. All feasible care to avoid any unnecessary disturbance, physical modification, or separation of human remains and associated funerary objects shall be taken. Principal personnel shall meet the Secretary of the Interior standards for archaeology and have a minimum of 10 years' experience as a principal investigator working with Native American archaeological sites in southern California. The Qualified Archaeologist shall ensure that all other personnel are appropriately trained and qualified.

27. The construction contractor will use the following source controls at all times:
- A. Construction shall be limited to 7:00 am to 6:00 pm on weekdays, 8:00 am to 5:00 pm on Saturdays, and no construction on Sundays and Holidays unless it is approved by the building inspector for cases that are considered urgently necessary as defined in Section 18-63(7) of the Municipal Code.
  - B. For all noise-producing equipment, use types and models that have the lowest horsepower and the lowest noise generating potential practical for their intended use.
  - C. The construction contractor will ensure that all construction equipment, fixed or mobile, is properly operating (tuned-up) and lubricated, and that mufflers are working adequately.
  - D. Have only necessary equipment onsite.
  - E. Use manually adjustable or ambient-sensitive backup alarms. When working adjacent to residential use(s), the construction contractor will also use the following path controls, except where not physically feasible, when necessary:
    1. Install portable noise barriers, including solid structures and noise blankets, between the active noise sources and the nearest noise receivers.
    2. Temporarily enclose localized and stationary noise sources.
    3. Store and maintain equipment, building materials, and waste materials as far as practical from as many sensitive receivers as practical.
    4. Applicant shall demonstrate that the project meets the driveway aisle setback standards.
    5. Applicant shall submit a parking plan for approval of the Director of Community Development that each unit shall have at least one assigned parking space within 150' of the unit.

Prior to Issuance of Grading Permit

28. All Conditions of Approval contained herein shall be incorporated into all applicable final construction plans and a copy of these conditions shall be placed on a sheet in the final building or grading plans prior to issuance of any building or grading permits.

Prior to Issuance of Certificate of Occupancy

29. Development fees and Planning Department final inspection fee must be paid prior to Certificate of Occupancy. Prior to the issuance of a Certificate of Occupancy, the applicant shall underground all utilities, which for the purpose of this condition shall include all boxes, structures and/or other equipment located in the public rights-of-way, any public utility easement(s), and on any private property, to the satisfaction of the Director of Planning.

**POLICE DEPARTMENT**

30. Install and maintain the Fontana Police Department's R.E.A.C.T. electronic gate system (in addition to the County's Knox Box system).
31. If a digital video surveillance system is available at the premise, it is recommended to be an internet-based system and shall be maintained in proper working order at all times. The surveillance video/visual media shall be maintained for a minimum of sixty (60) days and upon request, shall be accessible to law enforcement personnel for viewing, copying and collection purposes during regular business hours.

**ENGINEERING DEPARTMENT LAND DEVELOPMENT:**

32. The project shall be served by the City's sanitary sewer system, all sewer facilities shall be constructed in accordance with the City Standards. Main trunk sewer line shall be in accordance with master sanitary sewer plan or as approved by the City Engineer. Onsite sewer shall be owner maintained.
33. The Applicant shall obtain design and plan approval from all utility providers having jurisdiction over the on-site and off-site utilities. Completion of all undergrounding of on-site and off-site utilities is required by Section 27-52 of the City Municipal Code and in accordance with plans and specifications approved by the City Engineer.
34. The Applicant's responsibility to maintain all improvements and utilities within the public right-of-way, including street sweeping, prior to issuance of final certificate of occupancy by the City.
35. Traffic specific conditions are provided under the Traffic Conditions of Approval section Prior to Issuance of Grading Permit
36. The Applicant shall submit and gain approval of a complete Water Quality Management Plan (WQMP) report in accordance with the County of San Bernardino Technical Guidance Document and latest template.
37. The Applicant shall submit and gain approval of a final drainage study prepared in accordance with the County of San Bernardino Hydrology Manual and Fontana Master Plan of Drainage.

**Prior to Issuance of Construction Permits**

38. The Applicant shall provide a Land Improvement Agreement, with accompanying security. The agreement shall be executed on City-provided forms.
39. The Applicant shall record All, lot line adjustments, right-of-way dedications, easements, as required for the development.
40. The Applicant shall submit engineered improvement plans and obtain full approval. All required public improvements, including but not limited to streets, storm drainage systems, sewers, traffic signals, streetlights, striping, signs, landscape, and any required traffic control and/or detour plans. All plans shall conform to City Standards and Specifications, and as approved by the City Engineer.

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41. Project will be required to construct all offsite improvements along Foothill Boulevard if the City capital improvement project has not already completed the work. This includes construction of the center median on Foothill Blvd together with minor traffic signal equipment such as loop detectors and signage and striping modifications at the intersection of Foothill Blvd and Sultana Ave.
42. The Applicant shall perform a pavement quality analysis by a qualified geotechnical engineer for Sultana Avenue and Foothill Boulevard for the City to review and approve. Depending on the results, Sultana Avenue and Foothill Boulevard along the project frontage may need to be fully replaced to bring the pavement structural section into conformance with City standards. Any remedial action less than full replacement shall be justified by the pavement analysis and shall bring the pavement condition to a 20 year pavement life.

Prior to Issuance of Final Certificate of Occupancy

43. Complete all public improvements required of the project. Underground utilities required of the project. Ensure streetlights are energized and operating properly.
44. The Applicant/Engineer to provide the City of Fontana with As-Built/Record Drawings for all public improvement plans. The Applicant/Developer shall provide a copy of the streetlight electric bill.
45. Slurry seal roads effected by the development as directed by the inspector. Slurry seal limits may extend past the project frontage to address existing striping/pavement markings that conflicts with new striping/pavement markings, repair trenches, and other areas as determined by the inspector.
46. The Surveyor of Record shall provide centerline ties to the City of Fontana reflecting proper setting of all survey monuments within the project limits and replace any existing survey monuments damaged or removed during construction.
47. The Surveyor of Record shall set survey monuments as required by the map and corner records must be recorded with the County. The Surveyor of Record shall notify the City in writing that monuments have been set in accordance with the recorded subdivision map and he/she has been paid in full for doing so.
48. The applicant/Landscape Architect shall provide a "Landscape Certificate of Compliance" certifying that the work has been designed, installed, and will be maintained in accordance with the City of Fontana's Model Water Efficiency Landscape Ordinance (Ordinance 1743, FCC Section 28).
49. All sewer shall be video inspected by applicant/contractor. Sewer video shall include clean-out connection, clean-out to lateral segment, lateral, and main line. Contractor performing the video inspection must have a NASSCO PACP, LACP, and MACP certification. Applicant shall provide a copy of the video on DVD or flash drive to inspection staff with an accompanying full report. Videos to be inspected and approved by City Inspector. If removal and replacement of any utility is required, a subsequent video of the repair will be required.
50. All storm drains shall be video inspected by applicant/contractor. Storm drain video shall include main lines and laterals. Applicant shall provide a copy of the video on DVD or flash drive to inspection staff. Videos to be inspected and approved by City Inspector. If

removal and replacement of any utility is required, a subsequent video of the repair will be required.

51. The Applicant/Engineer of Record shall submit a conforming copy of the recorded Memorandum of Agreement for the Water Quality Management Plan and Storm Water BMP Transfer. The Access, Maintenance, and the WQMP Certification for BMP Completion must be submitted to the City Project Engineer.

**ENGINEERING TRAFFIC:**

52. Project ingress and egress locations and restrictions shall be as follows, with additional or lesser restrictions being necessitated subject to changes in the site plan and approval of the City Engineer:
  - a. The project may have a single ingress/egress point along Foothill Ave that shall be designed, constructed, and signed to restrict egress to right-in and right-out movements only.
  - b. The project may have a single ingress/egress point along Sultana Ave that shall be designed, constructed, and signed to allow for all movements.
53. Left-turn ingress and/or egress at all access locations may be restricted in the future due to traffic operational or safety concerns. Alternatives to such restrictions may be considered, subject to approval of the City Engineer.
54. Intersection sight distance and stopping sight distance must be shown to meet the required standards both horizontally and vertically at all ingress/egress locations including consideration for walls, landscaping, grading, and vegetation.
55. The location of bicycle parking shall be depicted on the site plan. Bicycle parking shall comply with the Association of Pedestrian and Bicycle Professionals.
56. The loading and unloading zone for the retail component of the project shall not interfere with on-site circulation or cause vehicles entering the site from Foothill Ave or Sultana Ave to queue within the public Right-of-Way, subject to approval of the City Engineer.
57. All gated ingress locations shall provide a visual indication to drivers prior to entering the gated driveway whether the gate is closed or open. This may be excluded if sufficient turn-around space is provided for the design vehicle or if the gate is manned with personnel who would permit an errant driver to enter the gate to turn around and depart. At no time shall the project cause vehicles entering the site to need to reverse into a travel lane in the public right-of-way in order to depart or turn-around.

**BUILDING & SAFETY DEPARTMENT:**

**General Conditions**

58. The applicant shall design the project to show compliance with the latest adopted edition of the following codes as applicable:
  - A. California Building Code
  - B. California Residential Code
  - C. California Electrical Code
  - D. California Mechanical Code

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- E. California Plumbing Code
- F. California Energy Code
- G. California Fire Code
- H. California Green Building Standards Code

59. The applicant shall install an automatic fire suppression system, which is required in all new construction per FMC Chapter 11 Article II. Design and type of system shall be based upon the requirements of the Building Code, Fire Code and the requirements of the Fontana Fire Prevention District.
60. The applicant shall verify that any temporary building, trailer, commercial coach, etc. installed and/or used in connection with a construction project complies with FMC Chapter 5 Article XIV.
61. The applicant shall verify that all perimeter/boundary walls are designed and constructed so that the outer/exterior face of the wall is as close as possible to the lot line. In any case, the outer/exterior face of the wall shall be within two (2) inches of the lot line. Distances greater than two (2) inches may be approved prior to construction by the Building Official on a case-by-case basis for extenuating circumstances.
62. The applicant shall have the lot line adjustment recorded prior to the issuance of any building permits.
63. The applicant shall comply with the following grading requirements:
  - A. Grading plans shall be submitted to and approved by Building & Safety. The grading plans shall indicate all site improvements and shall indicate complete drainage paths of all drainage water run-offs.
  - B. All drainage water shall drain via approved methods to an approved location, such as a public street, a public drainage system, etc.
  - C. Drainage water shall not cross over a public sidewalk. Drainage water may, however, cross under a sidewalk if an approved drainage structure is used.
  - D. A recorded drainage acceptance agreement is required from adjoining property(s) receiving flows from this property.
  - E. No water course or natural drainage shall be obstructed.
  - F. Minimum slope or grade for ALL drainage structures shall be one half (0.50) percent for concrete and one (1.0) percent for all other, or as otherwise approved by the Building Official.
  - G. Drainage water shall not pass from an 'improved' type of drainage structure to an 'unimproved' type of drainage structure (e.g., concrete swale to a dirt swale) unless otherwise approved by the Building Official.
  - H. A complete hydrology study using the latest edition of the San Bernardino County Flood Control Hydrology Manual, and complete hydraulic calculations justifying the size, slope, capacity, etc. of any and all drainage structures being utilized, shall be submitted to and approved by Building & Safety.

The on-site drainage system shall, as a minimum, be designed to handle the run-off generated by a ten (10) year storm. Check for flooding of all on-site structures (buildings) and all adjacent properties during a hundred (100) year

storm.

- I. The grading plans shall, as a minimum, contain sections at all lot lines and/or permit boundary lines. These sections shall clearly indicate:
  1. The relationship between the proposed finished on-site grade elevations and the existing adjacent property grade elevations (Indicate any additional drainage water that may come from an adjacent property.); and
  2. The ground cover/finished surface material being proposed (e.g., type of pavement, plant material, etc.); and
  3. All proposed drainage structures; and
  4. Any proposed and/or required walls or fencing.

64. The applicant shall verify that all exterior lighting shall be oriented, directed, and/or shielded as much as possible so that direct illumination does not infringe onto adjoining properties.

### **PRIOR TO ISSUANCE OF BUILDING/CONSTRUCTION PERMITS**

65. The following items (as applicable) shall be completed by the applicant and submitted to Building & Safety prior to the issuance of building permits for this project:
- A. Precise grading plans shall be approved
  - B. Rough grading completed
  - C. Compaction certification
  - D. Ped Elevation certification
  - E. Rough grade inspection signed off by a City Building Inspector

### **FONTANA FIRE PREVENTION DISTRICT:**

66. Jurisdiction. The above referenced project is under the jurisdiction of the Fontana fire Protection District (herein "Fire Department"). Prior to any construction occurring on any parcel, the applicant shall contact the Fire Department for verification of current fire protection requirements. All new construction shall comply with the current California Fire Code requirements and all applicable statutes, codes, ordinances, and standards of the Fire Department.
67. Fire Access Road Width. Prior to map recordation, all fire access roadways shall be designed to meet the requirements for this development and shall be approved by the Fire Department. All buildings shall have access provided by approved roads, alleys and private drives with a minimum twenty-six (26) foot unobstructed width and vertically to fourteen (14) feet six (6) inches in height. Buildings three (3) stories in height or more shall have a minimum access of thirty (30) feet unobstructed width and vertically to fourteen (14) feet six (6) inches in height. California Fire Code Chapter 5 & SBCoFD Standard A-1.
68. Turnaround. An approved turnaround shall be provided at the end of each roadway one hundred and fifty (150) feet or more in length. Cul-de-sac length shall not exceed six hundred (600) feet; all roadways shall not exceed a 12 % grade and have a minimum of nineteen (19) foot inside radius and a forty-five (45) foot outside radius for all turns. California Fire Code Chapter 5 & SBCoFD Standard A-1.

69. Fire Lanes. The applicant shall submit on a site plan to the Fire Department for review and approval all proposed signage and striping for all fire access roadways. All curbs adjacent to fire lanes shall be painted red and "No Parking, Fire Lane" signs shall be installed on public and private roads in accordance with approved standards. SBCoFD Standard A-2.
70. Water System Commercial. Prior to map recordation or lot line adjustment, all water supply systems shall be designed to meet the required fire flow for this development and shall be approved by the Fire Department. The required fire flow shall be determined by using Appendix BB of the California Fire Code. A minimum of one new six (6) inch fire hydrant assembly with two (2) two and one half (2 1/2) inch and one (1) four (4) inch outlet (4"x2.5"x2.5") shall be provided. All fire hydrants shall be spaced no more than three hundred (300) feet as measured along vehicular travel-ways. California Fire Code Chapter & SBCoFD Standard W-2.
- The Fire Flow for this project shall be: 4,000 GPM for a two-hour duration at 20 psi residual operating pressure. Fire Flow is based on a 350,438 sq ft structure.
71. Hydrant Marking. Blue reflective pavement markers indicating fire hydrant locations shall be installed as specified by the Fire Department. SBCoFD Standard W-2.
72. Water Improvement Plan: The applicant shall submit "Water Improvement Plans" to Fontana Fire Prevention. W.I.P. to include site plan, existing & proposed PUBLIC fire hydrant locations, building construction type, square foot details of the largest building, total square foot of ALL floors in a multifloored building, square foot size of entire site, and description of what is being constructed/occupancy type. Once approved by Fire Department, applicant will provide stamped/approved W.I.P to water purveyor for their construction needs. **ON-SITE PRIVATE FIRE WATER SUPPLY SHALL BE INSPECTED AND IN WORKING CONDITION PRIOR TO PLACING COMBUSTIBLE MATERIALS ON THE JOBSITE.** California Fire Code Chapter 5.
73. Combustible Protection. Prior to combustibles being placed on the project site an approved paved roadway providing fire access and fire hydrants providing an acceptable fire flow shall be installed. California Fire Code Chapter 5.
74. Fire Sprinkler-NFPA #13. An automatic fire sprinkler system complying with NFPA 13 and Fire Department standards is required. A fire sprinkler contractor shall submit three (3) sets of detailed plans to the Fire Department for review and approval. The plans shall include hydraulic calculations and manufacturer specification sheets. The required fees shall be paid at the time of plan submittal. California Fire Code Chapter 9 & SBCoFD Standard F-1.
75. Standpipe system. A standpipe system is required. A fire sprinkler contractor shall submit three (3) sets of hydraulic calculations and detailed plans to the Fire Department for review and approval. The system shall comply with NFPA 14 and Fire Department standards. The required fees shall be paid at the time of plan submittal. California Fire Code Chapter 9.

**Hood and Duct Extinguishing system:** (IF APPLICABLE IN RETAIL SPACE) An automatic hood and duct fire extinguishing system is required. A licensed contractor shall submit three (3) sets of detailed plans (minimum 1/8" scale) with manufactures' specification sheets to the Fire Department for review and approval. The required fees shall be paid at the time of plan submittal. California Fire Code Chapter 9, NFPA 17A, & NFPA 96.

76. Fire Alarm, Manual or Automatic. A manual, automatic or manual and automatic fire alarm system complying with the California Fire Code, NFPA 72 and all applicable codes is required. A fire alarm contractor shall submit three (3) sets of detailed plans to the Fire Department for review and approval. The required fees shall be paid at the time of plan submittal. California Fire Code Chapter 9, SBCFD Standard F-5, & NFPA 72.
77. Fire Extinguishers. Hand portable fire extinguishers are required. The location, type, and cabinet design shall be approved by the Fire Department. California Fire Code Chapter 9.
78. Commercial (large facility) Addressing. Commercial, industrial developments in excess of 100,000 sq. ft. shall have the street address installed on the building with numbers that are a minimum twelve (12) inches in height and with a one and one half (1 ½) inch stroke. The street address shall be visible from the street. During the hours of darkness, the numbers shall be electrically illuminated (internal or external). Where the building is two hundred (200) feet or more from the roadway, additional non-illuminated contrasting six (6) inch numbers shall be displayed at the property access entrances. California Fire Code Chapter 5 & SBCoFD Standard B-1.
79. Key Box. An approved Fire Department key box is required. The key box shall be provided with a tamper switch and shall be monitored by a Fire Department approved central monitoring service. California Fire Code Chapter 5 & SBCoFD Standard A-4.
80. Security Gates. In commercial, industrial and multi-family complexes, all swing gates shall have an approved fire department Knox Lock. Where an automatic electric security gate is used, an approved Fire Department override switch is required. California Fire Code Chapter 5 & SBCoFD Standard A-3.
81. Material Identification Placards: (IF APPLICABLE IN RETAIL SPACES) The applicant shall install, in all locations deemed appropriate by the Fire Department, approved material identification placards on the outside of all buildings and/or storage tanks that store hazardous or flammable materials. Additional placards shall be required inside the buildings when chemicals are segregated into separate areas. California Fire Code Chapter 50 & NFPA 704
82. Secondary Access. The development shall have a minimum of 2 points of vehicular access during each phase of construction for fire and emergency access purposes and for evacuation routes. SBCoFD Standard A-1.

Resolution PC No. 2025-

83. San Bernardino County Fire Standards/Codes: Items not directly called out on these Conditions of Approval, shall also adhere to currently adopted San Bernardino County Fire Standards, California Fire Code, & NFPA.

**END OF CONDITIONS OF APPROVAL**

**NOTICE OF EXEMPTION**

|   |  |
|---|--|
| <p>TO: Office of Land Use and Climate Innovation<br/> <input type="checkbox"/> State Clearinghouse<br/>         P. O. Box 3044, Room 113<br/>         Sacramento, CA 95812-3044</p> | <p>FROM: Name: City of Fontana<br/>         (Public Agency) Address: 8353 Sierra Ave,<br/>         Fontana CA 92335<br/>         Telephone: 909-350-6656</p> |
| <p><input checked="" type="checkbox"/> Clerk of the Board of Supervisors<br/>         or<br/>         County Clerk (Include County name)<br/>         Address:</p>                  |  |

|  |   |
|--|---|
| <p>1. Project Title:</p>   | <p><b>Master Case No. 23-0101, Conditional Use Permit No. 24-0022, and Design Review No. 23-0024.</b></p>   |
| <p>2. Project Applicant (include address, telephone number and email address):</p>   | <p><b>Bobbie Rey,<br/>         Project Administrative Coordinator<br/> <a href="mailto:Bobbie.rey@aaifirm.com">Bobbie.rey@aaifirm.com</a><br/>         (909) 355-6688<br/>         Andresen Architecture<br/>         17087 Orange Way<br/>         Fontana, CA 92335</b></p>   |
| <p>3. Project Location – Identify street address and cross streets or attach a map showing project site (preferably a USGS 15’ or 7 1/2’ topographical map identified by quadrangle name):</p> | <p><b>The project site is located at the northeast corner of Foothill Boulevard and Sultana Avenue at (APNs: 1110-331-13 and -25)</b></p>   |
| <p>4. (a) Project Location – City: Fontana</p>   | <p>(b) Project Location – County: San Bernardino</p>  |
| <p>5. Description of nature, purpose, and beneficiaries of Project:</p>  | <p><b>The project is for the development (Mahmoudi Mixed Use Project) of a mixed-use development of multi-family residential units that include 163 multi-family units, 5,000 square feet of commercial space, and first floor parking garage on approximately 3.5 acres, located at the northeast corner of Foothill Boulevard and Sultana Avenue at (APNs: 1110-331-13 and -25)</b></p> |
| <p>6. Name of Public Agency approving project:</p>   | <p>City of Fontana</p>  |

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| 7. Name of Person or Agency undertaking the project, including any person undertaking an activity that receives financial assistance from the Public Agency as part of the activity or the person receiving a lease, permit, license, certificate, or other entitlement of use from the Public Agency as part of the activity: | <b>Bobbie Rey,</b><br><b>Project Administrative Coordinator</b><br><a href="mailto:Bobbie.rey@aaifirm.com">Bobbie.rey@aaifirm.com</a><br><b>(909) 355-6688</b><br><b>Andresen Architecture</b><br><b>17087 Orange Way</b><br><b>Fontana, CA 92335</b>   |
| 8. Exempt status: (check one)  |   |
| (a) <input type="checkbox"/> Ministerial project.  | (Pub. Resources Code § 21080(b)(1); State CEQA Guidelines § 15268)  |
| (b) <input type="checkbox"/> Not a project.  | State CEQA Guidelines 15050(c)(2)-(3)   |
| (c) <input type="checkbox"/> Declared Emergency  | (Pub. Resources Code § 21080(b)(3); State CEQA Guidelines § 15269(a))   |
| (d) <input type="checkbox"/> Emergency Project.  | (Pub. Resources Code § 21080(b)(4); State CEQA Guidelines § 15269(b),(c))   |
| (e) <input checked="" type="checkbox"/> Categorical Exemption.<br>State type and section number:   | <b>Exempt under Section 15332, Class 32 (Accessory Structures) of the California Environmental Quality Act</b>  |
| (f) <input type="checkbox"/> Statutory Exemption.<br>State Code section number:  |   |
| (g) <input type="checkbox"/> Other. Explanation:   |   |
| 9. Reason why project was exempt:  | <b>The proposed Project is categorically exempt from CEQA pursuant to CEQA Guidelines Section No. 15332 (Class No. 32 In-Fill Development Project), Class 32 The project site is currently two lots surrounded by development within the City's designated infill boundary. The project is consistent with the General Plan and zoning, site is on five (5) gross acres or less (3.5 acres), has no value as habitat for endangered, rare, or threatened species, the project would not result in any significant effects relating to traffic, noise, air quality, or water quality, and streets, schools, water, and fire protection have already been developed and are provided in the general area. Therefore, it has been determined that the project qualifies for a categorical exemption.</b> |

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| 10. Lead Agency Contact Person:<br>Telephone:  | Salvador Quintanilla, Senior Planner<br>909-350-6656 |
| 11. If filed by applicant: Attach Certificate of Determination (Form "B") before filing.   |  |
| 12. Was a public hearing held by the Lead Agency to consider the exemption? Yes <input type="checkbox"/><br>No <input type="checkbox"/><br>If yes, the date of the public hearing was: August 19, 2025 |  |

Date: August 20, 2025

\_\_\_\_\_  
Signature

Name: DiTanyon Johnson

Title: Planning Manager

Signed by Lead Agency

Signed by Applicant

Date Received for Filing:

(Clerk Stamp Here)

Authority cited: Sections 21083 and 21110, Public Resources Code.  
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.



FONTANA  
CALIFORNIA

## NOTICE OF PUBLIC HEARING

**SI DESEA INFORMACION EN ESPAÑOL REFERENTE A ESTA NOTIFICACION O PROYECTO, FAVOR DE COMUNICARSE AL (909) 350-6728.**

In compliance with Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132) and the federal rules and regulations adopted in implementation thereof, the Agenda will be made available in appropriate alternative formats to persons with a disability. Should you need special assistance to participate in this meeting, please contact the City Clerk's Department by calling (909) 350-7602. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

A PUBLIC HEARING HAS BEEN SCHEDULED BEFORE THE PLANNING COMMISSION OF THE CITY OF FONTANA FOR THE FOLLOWING:

**Master Case No. 23-0101, Conditional Use Permit No. 24-0022, and Design Review No. 23-0024**

A request to develop a mixed-use development of 163 multi-family residential units and 41 ADU units, 5,000 square feet of commercial space, and first floor parking garage on approximately 3.5 acres.

**Environmental Determination:** This project is Categorically Exempt with studies pursuant to Section No. 15332 (In-Fill Development Project) of the California Environmental Quality Act and Section No. 3.22 of the 2019 Local Guidelines for Implementing CEQA.

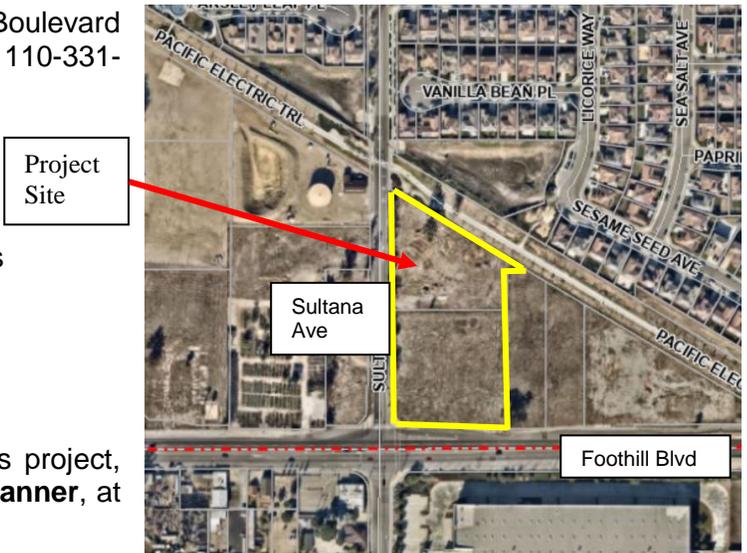
**Location:** Northeast corner of Foothill Boulevard and Sultana Avenue (APNs: 1110-331-13 and -25).

**Date of Hearing:** August 19, 2025

**Place of Hearing:** City Hall Council Chambers  
8353 Sierra Avenue  
Fontana, CA 92335

**Time of Hearing:** 6:00 P.M.

Should you have any questions concerning this project, please contact **Salvador Quintanilla, Senior Planner**, at (909) 350-6656 or [squintanilla@fontanaca.gov](mailto:squintanilla@fontanaca.gov).



ANY INTERESTED PARTY MAY APPEAR AND PRESENT ANY INFORMATION WHICH MAY BE OF ASSISTANCE TO THE PLANNING COMMISSION. A COPY OF THE APPLICATION AND ENVIRONMENTAL DOCUMENTATION IS AVAILABLE FOR INSPECTION IN THE PLANNING DEPARTMENT, CITY HALL.

IF YOU CHALLENGE IN COURT ANY ACTION TAKEN CONCERNING A PUBLIC HEARING ITEM, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE PUBLIC HEARING DESCRIBED IN THIS NOTICE, OR IN WRITTEN CORRESPONDENCE TO THE CITY AT, OR PRIOR TO, THE PUBLIC HEARING.

PUBLISH: August 8, 2025



City of Fontana  
Planning Commission  
Minutes

Idilio Sanchez, Chair  
Ricardo Quintana, Vice Chair  
Joe Armendarez, Secretary  
Torrie Lozano, Commissioner  
Dylan Keetle, Commissioner

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Tuesday, August 19, 2025 6:00 P.M. Grover W. Taylor Council Chambers

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**CALL TO ORDER/ROLL CALL:**

**A. Call to Order/Roll Call:**

A regular meeting of the City of Fontana Planning Commission was held on Tuesday, August 19, 2025. Vice Chair Quintana called the meeting to order at 6:03 p.m.

**Present:** Vice Chair Quintana, Secretary Armendarez, Commissioners Keetle and Lozano.

**Absent:** Chair Sanchez

**INVOCATION/PLEDGE OF ALLEGIANCE:**

**A. Invocation/Pledge of Allegiance:**

Following the Invocation by Chaplain Bianca Pescina, the Pledge of Allegiance was led by Commissioner Lozano.

**PUBLIC COMMUNICATIONS:****A. Public Communications:**

None.

**CONSENT CALENDAR:****A. Approval of Minutes:**

Approve the Regular Planning Commission Meeting Minutes of July 15, 2025.

**ACTION: A Motion was made by Secretary Armendarez and seconded by Commissioner Keetle and passed by a vote of 4-0 to approve the Consent Calendar.**

**The motion carried by the following vote:**

**Aye:** Vice Chair Quintana, Secretary Armendarez, Commissioners Keetle and Lozano

**Absent:** Chair Sanchez

**Abstain:** None

**PH-A Master Case No. 25-0047 and Municipal Code Amendment No. 25-0008: Fontana Municipal Code amendments to Chapter 30 to modify multiple sections of the Zoning and Development Code, including modifications to the definition of and operating standards for restaurants, development standards for the Multi-Family Medium/High Density Residential (R-4) zone, administrative procedures pertaining to administrative site plan and design review entitlements; and the establishment of a Paseo Overlay District; modification to Chapter 26 pertaining to time extensions for tentative maps; and modification to Chapter 33 to provide additional delivery standards for cannabis retail storefront businesses.**

Vice Chair Quintana opened the Public Hearing.

Staff recommended that the Planning Commission continue this item to the September 16, 2025, Regular Planning Commission Meeting.

No written correspondence was received.

**RECOMMENDATION:**

**Staff recommends that the Planning Commission continue this item to the September 16, 2025, Regular Planning Commission Meeting.**

**ACTION:** Motion was made by Commissioner Keetle and seconded by Commissioner Lozano and passed by a vote of 4-0 to continue Public Hearing Item “A” to the September 16, 2025, Regular Planning Commission Meeting.

The motion carried by the following vote:

**AYES:** Vice Chair Quintana, Secretary Armendarez, Commissioners Keetle and Lozano **NOES:** None; **ABSTAIN:** None; **ABSENT:** Chair Sanchez

**PH-B Master Case No. (MCN) 23-0085: Conditional Use Permit No. 23-0018 and Administrative Site Plan No. 23-0027 - A request to establish a trailer repair facility and a request for site and architectural review of a new approximately 11,933 square foot trailer repair facility and associated site improvements on a 1.7 acre site located at 15763 Boyle Avenue (Assessor Parcel Number 0237-052-23) pursuant to a Categorical Exemption in accordance with CEQA Guidelines Section 15332.**

Vice Chair Quintana opened the Public Hearing.

Alexia Barberena, Associate Planner, presented the staff report.

Secretary Armendarez inquired about rear emergency access. Staff noted the Fire Department found Boyle Avenue access sufficient and that Slover Avenue access is not feasible due to adjacent businesses.

The applicant, Suresh Doddiah, on behalf of S.D. Engineering & Associates stated that he read and agreed to the Conditions of Approval.

No written correspondence was received.

The Public Hearing was closed.

**RECOMMENDATION:**

**Based on the information in the staff report and resolution and subject to the attached Findings and Conditions of Approval, staff recommends that the Planning Commission adopt Resolution No. PC 2025-026 and,**

- 1. Find that the project is categorically exempt pursuant to CEQA Guidelines Section No. 15332 (Class No. 32, Infill Development), and Section No. 3.22 (Categorical Exemption) of the Local 2019 Guidelines for Implementing the CEQA, and direct staff to file a Notice of Exemption; and,**
- 2. Approve Conditional Use Permit No. 23-0018; and,**
- 3. Approve Administrative Site Plan No. 23-0027.**

**ACTION: Motion was made by Commissioner Keetle and seconded by Secretary Armendarez and passed by a vote of 4-0 to approve Public Hearing Item “B”; adopt Resolution No. PC 2025-026; Approve Conditional Use Permit No. 23-0018 and Administrative Site Plan No. 23-0027.**

The motion carried by the following vote:

**AYES: Vice Chair Quintana, Secretary Armendarez, Commissioners Keetle and Lozano NOES: None; ABSTAIN: None; ABSENT: Chair Sanchez**

**PH-C Master Case No. 23-0101: Conditional Use Permit No. 24-0022, and Design Review No. 23-0024; A request for the development of a mixed use project (163 multi-family units and 5,000 square feet of commercial retail) within the R-5 zoning district and for site and architectural review of a five-story 83,125 square foot mixed-use building and associate improvements, on a 3.5 acre site located on the northeast corner of Foothill Boulevard and Sultana Avenue (APNs: 1110-331-13 and 1110-331-25), pursuant to a Categorical Exemption in accordance with CEQA Guidelines Section 15332.**

Vice Chair Quintana opened the Public Hearing.

The City Clerk’s Department received two (2) written correspondences in opposition of this item.

Salvador Quintanilla, Senior Planner, presented the staff report.

Commissioner Lozano asked about parking and separation for retail and residents. Staff confirmed 277 spaces (code requires 275), with first floor and outdoor parking, retail spaces in front, and residential parking behind fencing.

The applicant, Mike Mahmoudi, stated that he read and agreed to the Conditions of Approval. Project Architect, Doug Andresen provided the commission with a short overview of the project.

The following individual spoke in opposition:

- Alree Young

Vice Chair Quintana inquired about the traffic study, surrounding land uses, and bike path safety. Staff confirmed the study showed acceptable traffic levels, described adjacent properties, and noted that safety would be supported through police patrols if needed, CPTED review, and a gated design.

The Public Hearing was closed.

Chair Quintana re-opened the Public Hearing.

Commissioner Keetle commended the project design and inquired about courtyard access, retail uses, and building height impacts. Applicant explained the courtyard will be located above the podium level, accessible only to residents via secure elevator and stair access. Retail space will be leased, with typical uses such as a coffee shop or salon anticipated, and hours will be subject to lease terms. Applicant noted the project design and site grading reduce visual impacts to nearby residences, with several hundred feet of separation and elevation changes.

Additionally, Commissioner Keetle asked for clarification on traffic study numbers and potential impacts on Sultana Avenue. Staff explained the study provided total project peak trip counts (90 a.m. and 121 p.m.) and deferred to engineering for specific Sultana impacts. Commissioner Keetle also asked about crime, and staff noted that development generally reduces crime by increasing activity and visibility in the area.

The following individual spoke in favor:

- Che Tang

The Public Hearing was closed.

**RECOMMENDATION:**

**Based on the information in the staff report and resolution, and subject to the attached Findings and Conditions of Approval, staff recommends that the Planning Commission adopt Resolution No. PC 2025-027; and,**

- 1. Determine that the project is categorically exempt pursuant to Section No. 15332 (Class No. 32. Infill Development) of the California Environmental Quality Act (CEQA), and Section No. 3.22 (Categorical Exemption) of the Local 2019 Guidelines for Implementing the CEQA, and direct staff to file a Notice of Exemption; and,**
- 2. Approve Conditional Use Permit (CUP) No. 24-0022; and,**
- 3. Approve Design Review (DRP) No. 23-0024**

**ACTION: Motion was made by Secretary Armendarez and seconded by Commissioner Keetle and passed by a vote of 4-0 to approve Public Hearing Item "C"; adopt Resolution No. PC 2025-027; approve Conditional Use Permit (CUP) No. 24-0022 and approve Design Review (DRP) No. 23-0024.**

The motion carried by the following vote:

**AYES: Vice Chair Quintana, Secretary Armendarez, Commissioners Keetle and Lozano NOES: None; ABSTAIN: None; ABSENT: Chair Sanchez**

**PH-D Master Case No. 24-0055; Design Review No. 24-0028; A request for site and architectural approval of a new residential development consisting of eight (8) multi-family units with associated improvements on a .3-acre site located on Miller Avenue between Sierra Avenue and Acacia Street (Assessor Parcel Number 0190-171-11), pursuant to a Categorical Exemption in accordance with CEQA Guidelines Section 15332.**

Vice Chair Quintana opened the Public Hearing.

The City Clerk's Department received one (1) written correspondences in opposition of this item.

Rina Leung, Senior Planner, presented the staff report and noted a memo requesting modification to Condition No. 24 to require stucco and a decorative cap on the existing block wall along the east side of the project.

Commissioner Keetle inquired about parking for the proposed project, including the total number of spaces and requirements for the main units and ADUs. Staff explained that the project provides nine spaces, which meets code due to allowed reductions for long-term bike parking and proximity to a bus stop. Street parking is available to the east and on nearby interior streets, but not directly in front of the project. Staff also confirmed that the project complies with all applicable parking requirements.

Engineer, Doug Andresen, on behalf of the applicant stated that he read and agreed to the amended Conditions of Approval. The Applicant explained that the three-story design is intended to maximize development efficiency and affordability while exceeding parking requirements. The project aims to be visually appealing, complement the community, and provide long-term value.

The following individual spoke in opposition:

- Karla Gutierrez
- David Oei

Commissioner Keetle expressed concern about insufficient parking for ten units, potential traffic near the school, and impacts on nearby residents. Staff noted that the ADUs comply with parking requirements and are not within the discretionary view of the Planning Commission.

Vice Chair Quintana inquired about traffic safety near the adjacent school and whether the traffic study accounted for student crossings. Staff responded that a traffic analysis was completed, showing minimal trips, and noted a condition of approval allowing future traffic restrictions if needed. Vice Chair Quintana also raised a concern about privacy and setbacks. Staff confirmed the setback meets code requirements and explained the inclusion of perimeter landscaping and relocation of the three-story building away from nearby residences.

The Public Hearing was closed.

**RECOMMENDATION:**

**Based on the information contained in the staff report and resolution and subject to the attached Findings and Conditions of Approval, staff recommends that the Planning Commission adopt Resolution No. PC 2025-028; and,**

**1. Find that the project is categorically exempt pursuant to Section No. 15332 (Class No. 32, Infill Development) of the California Environmental Quality Act, and Section No. 3.22 (Categorical Exemption) of the Local 2019 Guidelines for Implementing the CEQA, and direct staff to file a Notice of Exemption; and,**

**2. Approve Design Review (DRP) No. 24-0028.**

**ACTION: Motion was made by Secretary Armendarez and seconded by Commissioner Lozano and passed by a vote of 3-1 to approve Public Hearing Item “D”; adopt Resolution No. PC 2025-028 and approve Design Review (DRP) No. 24-0028 with amended conditions of approval.**

The motion carried by the following vote:

**AYES: Vice Chair Quintana, Secretary Armendarez and Commissioner Lozano  
NOES: Keetle; ABSTAIN: None; ABSENT: Chair Sanchez**

**DIRECTOR COMMUNICATIONS:**

**A. Director Communications:**

Patricia Nevins, Director of Planning noted that there are no items scheduled for the September 2nd meeting and that the next regular meeting will be September 16th.

**COMMENTS:**

**A. Public Communication Commission Comments:**

Commissioner Keetle thanked city staff and the Director Nevins, for their hard work, expressed appreciation for the projects, wished everyone a happy Labor Day, and noted enjoyment in serving on the commission.

Commissioner Lozano thanked city staff and presenters for their efforts, acknowledged her son’s interest in city activities, and wished everyone a safe and enjoyable weekend.

Secretary Armendarez expressed appreciation for the planning staff's work and thorough vetting of projects, emphasizing fairness and adherence to established standards, including ADU regulations. Commissioner praised the city's ongoing development and beautification efforts, highlighted the 163-unit project on the rail corridor, and thanked fellow commissioners and staff for their dedication.

Vice Chair Quintana expressed appreciation for the planning department's work and adherence to codes, acknowledged applicants' gratitude, and thanked fellow commissioners. Vice Chair also noted the cancellation of the September 2nd meeting and wished everyone a happy Labor Day before moving to adjournment.

**ADJOURNMENT:**

Vice Chair Quintana adjourned the meeting at 7:15 p.m. to the next Regular Planning Commission Meeting on Tuesday, September 16, 2025, at 6:00 p.m. in the Grover W. Taylor Council Chambers located at 8353 Sierra Avenue, Fontana, California.

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Susana Gallardo  
Deputy City Clerk

**THE FOREGOING MINUTES WERE APPROVED BY THE PLANNING COMMISSION  
ON THE 16<sup>th</sup> DAY OF SEPTEMBER 2025.**

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Ricardo Quintana  
Vice Chair



State of California - Department of Fish and Wildlife  
**2025 ENVIRONMENTAL DOCUMENT FILING FEE**  
**CASH RECEIPT**  
 DFW 753.5a (REV. 01/01/25) Previously DFG 753.5a

**Print**    **StartOver**    **Save**

RECEIPT NUMBER:  
 36 — 08202025 — 608  
 STATE CLEARINGHOUSE NUMBER (If applicable)  
 N/A

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

|   |                        |                         |
|---|------------------------|-------------------------|
| LEAD AGENCY<br><b>City of Fontana</b>           | LEAD AGENCY EMAIL<br>- | DATE<br><b>08202025</b> |
| COUNTY/STATE AGENCY OF FILING<br>San Bernardino | DOCUMENT NUMBER<br>-   |                         |

PROJECT TITLE

Master Case No. 23-0101, Conditional Use Permit No. 24-0022, and Design Review No. 23-0024

|   |  |                                      |
|---|--|--------------------------------------|
| PROJECT APPLICANT NAME<br><b>Bobbie Rey-Andresen Architecture</b> | PROJECT APPLICANT EMAIL<br><b>bobbie.rey@aaifirm.com</b> | PHONE NUMBER<br><b>(909)355-6688</b> |
| PROJECT APPLICANT ADDRESS<br><b>17087 Orange Way</b>              | CITY<br><b>Fontana</b>                                   | STATE<br><b>CA</b>                   |
|   |  | ZIP CODE<br><b>92335</b>             |

PROJECT APPLICANT (Check appropriate box)

- Local Public Agency   
  School District   
  Other Special District   
  State Agency   
  Private Entity

CHECK APPLICABLE FEES:

- |   |            |    |      |
|---|------------|----|------|
| <input type="checkbox"/> Environmental Impact Report (EIR)  | \$4,123.50 | \$ | 0.00 |
| <input type="checkbox"/> Mitigated/Negative Declaration (MND)(ND)                                   | \$2,968.75 | \$ | 0.00 |
| <input type="checkbox"/> Certified Regulatory Program (CRP) document - payment due directly to CDFW | \$1,401.75 | \$ | 0.00 |

- Exempt from fee  
      Notice of Exemption (attach)  
      CDFW No Effect Determination (attach)  
 Fee previously paid (attach previously issued cash receipt copy)

- |   |          |    |       |
|---|----------|----|-------|
| <input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only) | \$850.00 | \$ | 0.00  |
| <input checked="" type="checkbox"/> County documentary handling fee   |          | \$ | 50.00 |
| <input type="checkbox"/> Other  |          | \$ |       |

PAYMENT METHOD:    **#159207**

- Cash   
  Credit   
  Check   
  Other

TOTAL RECEIVED    \$    50.00

|                       |   |
|-----------------------|---|
| SIGNATURE<br><b>X</b> | AGENCY OF FILING PRINTED NAME AND TITLE<br><b>Alicia Meza, Deputy Clerk</b> |
|-----------------------|---|

NOTICE OF EXEMPTION

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|---|--|
| <p>TO: Office of Land Use and Climate Innovation<br/> <input type="checkbox"/> State Clearinghouse<br/>         P. O. Box 3044, Room 113<br/>         Sacramento, CA 95812-3044</p> | <p>FROM: Name: City of Fontana<br/>         (Public Agency) Address: 8353 Sierra Ave,<br/>         Fontana CA 92335<br/>         Telephone: 909-350-6656</p>         |
| <p><input checked="" type="checkbox"/> Clerk of the Board of Supervisors<br/>         or<br/>         County Clerk (Include County name)<br/>         Address:</p>                  | <p><b>DATE FILED &amp; POSTED</b><br/>         Posted On: <u>8.20.25</u><br/>         Removed On: <u>9.25.25</u><br/>         Receipt No: <u>36-08202025-608</u></p> |

|  |   |
|--|---|
| <p>1. Project Title:</p>   | <p><b>Master Case No. 23-0101, Conditional Use Permit No. 24-0022, and Design Review No. 23-0024.</b></p>   |
| <p>2. Project Applicant (include address, telephone number and email address):</p>   | <p><b>Bobbie Rey,<br/>         Project Administrative Coordinator<br/> <u>Bobbie.rey@aaifirm.com</u><br/>         (909) 355-6688<br/>         Andresen Architecture<br/>         17087 Orange Way<br/>         Fontana, CA 92335</b></p>  |
| <p>3. Project Location – Identify street address and cross streets or attach a map showing project site (preferably a USGS 15' or 7 1/2' topographical map identified by quadrangle name):</p> | <p><b>The project site is located at the northeast corner of Foothill Boulevard and Sultana Avenue at (APNs: 1110-331-13 and -25)</b></p>   |
| <p>4. (a) Project Location – City: Fontana</p>   | <p>(b) Project Location – County: San Bernardino</p>  |
| <p>5. Description of nature, purpose, and beneficiaries of Project:</p>  | <p><b>The project is for the development (Mahmoudi Mixed Use Project) of a mixed-use development of multi-family residential units that include 163 multi-family units, 5,000 square feet of commercial space, and first floor parking garage on approximately 3.5 acres, located at the northeast corner of Foothill Boulevard and Sultana Avenue at (APNs: 1110-331-13 and -25)</b></p> |
| <p>6. Name of Public Agency approving project:</p>   | <p>City of Fontana</p>  |

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 SAN BERNARDINO COUNTY CALIFORNIA

|   |   |
|---|---|
| <p>7. Name of Person or Agency undertaking the project, including any person undertaking an activity that receives financial assistance from the Public Agency as part of the activity or the person receiving a lease, permit, license, certificate, or other entitlement of use from the Public Agency as part of the activity:</p> | <p><b>Bobbie Rey,</b><br/> <b>Project Administrative Coordinator</b><br/> <u><a href="mailto:Bobbie.rey@aaifirm.com">Bobbie.rey@aaifirm.com</a></u><br/> <b>(909) 355-6688</b><br/> <b>Andresen Architecture</b><br/> <b>17087 Orange Way</b><br/> <b>Fontana, CA 92335</b></p>   |
| <p>8. Exempt status: (check one)</p>  |   |
| <p>(a) <input type="checkbox"/> Ministerial project.</p>  | <p>(Pub. Resources Code § 21080(b)(1); State CEQA Guidelines § 15268)</p>   |
| <p>(b) <input type="checkbox"/> Not a project.</p>  | <p>State CEQA Guidelines 15050(c)(2)-(3)</p>  |
| <p>(c) <input type="checkbox"/> Declared Emergency</p>  | <p>(Pub. Resources Code § 21080(b)(3); State CEQA Guidelines § 15269(a))</p>  |
| <p>(d) <input type="checkbox"/> Emergency Project.</p>  | <p>(Pub. Resources Code § 21080(b)(4); State CEQA Guidelines § 15269(b),(c))</p>  |
| <p>(e) <input checked="" type="checkbox"/> Categorical Exemption.<br/>         State type and section number:</p>   | <p><b>Exempt under Section 15332, Class 32 (Accessory Structures) of the California Environmental Quality Act</b></p>   |
| <p>(f) <input type="checkbox"/> Statutory Exemption.<br/>         State Code section number:</p>  |   |
| <p>(g) <input type="checkbox"/> Other. Explanation:</p>   |   |
| <p>9. Reason why project was exempt:</p>  | <p>The proposed Project is categorically exempt from CEQA pursuant to CEQA Guidelines Section No. 15332 (Class No. 32 In-Fill Development Project), Class 32 The project site is currently two lots surrounded by development within the City's designated infill boundary. The project is consistent with the General Plan and zoning, site is on five (5) gross acres or less (3.5 acres), has no value as habitat for endangered, rare, or threatened species, the project would not result in any significant effects relating to traffic, noise, air quality, or water quality, and streets, schools, water, and fire protection have already been developed and are provided in the general area. Therefore, it has been determined that the project qualifies for a categorical exemption.</p> |

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|  |  |
|--|--|
| 10. Lead Agency Contact Person:<br>Telephone:  | Salvador Quintanilla, Senior Planner<br>909-350-6656 |
| 11. If filed by applicant: Attach Certificate of Determination (Form "B") before filing.   |  |
| 12. Was a public hearing held by the Lead Agency to consider the exemption? Yes <input type="checkbox"/><br>No <input type="checkbox"/><br>If yes, the date of the public hearing was: August 19, 2025 |  |

Date: August 20, 2025

  
 \_\_\_\_\_  
 Signature

Name: DiTanyon Johnson

Title: Planning Manager

Signed by Lead Agency

Signed by Applicant

Date Received for Filing: 8/20/2025

(Clerk Stamp Here)

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 CALIFORNIA

Authority cited: Sections 21083 and 21110, Public Resources Code.  
 Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.



FONTANA  
CALIFORNIA

## NOTICE OF PUBLIC HEARING

**SI DESEA INFORMACION EN ESPAÑOL REFERENTE A ESTA NOTIFICACION O PROYECTO, FAVOR DE COMUNICARSE AL (909) 350-6728.**

In compliance with Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132) and the federal rules and regulations adopted in implementation thereof, the Agenda will be made available in appropriate alternative formats to persons with a disability. Should you need special assistance to participate in this meeting, please contact the City Clerk's Department by calling (909) 350-7602. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

A PUBLIC HEARING HAS BEEN SCHEDULED BEFORE THE CITY COUNCIL OF THE CITY OF FONTANA FOR THE FOLLOWING:

### **Appeal (APL) No. 25-0002 & Master Case No. 23-0101**

A request by Supporters Alliance for Environmental Responsibility ("SAFER") ("The Appellant") to appeal the Planning Commission's decision on August 19, 2025, which approved Master Case No. 23-0101 for Conditional Use Permit No. 24-0022 and Design Review No. 23-0024 along with the Categorical Exemption (Section 15332, Class No. 32 – Infill Development) for the development of a mixed use project (163 multi-family units and 5,000 square feet of commercial retail) within the R-5 zoning district and for site and architectural review of a five-story 83,125 square foot mixed-use building and associate improvements, on a 3.5 gross acre project site. Additionally, the project would include associated fitness centers, pool areas, fire pits, lounge areas, roof top amenity and other amenities on a site located at the northeast corner of Foothill Boulevard and Sultana Avenue (APNs: 1110-331-13 and 1110-331-25).

**Environmental Determination:**

On August 19, 2025, the Planning Commission adopted a Categorical Exemption for the development of the property for Master Case No. 23-0101: Conditional Use Permit No. 24-0022 and Design Review No. 23-0024, in accordance with Section 15332 (Class No. 32 – Infill Development) of the California Environmental Quality Act (CEQA) and Section 3.22 of the 2019 City of Fontana Local Guidelines for Implementing the CEQA.

**Location of Property:**

The project site is located at the northeast corner of Foothill Boulevard and Sultana Avenue. (APN Nos.: 1110-331-13 and 1110-331-25)

**Date of Hearing:**

October 28, 2025

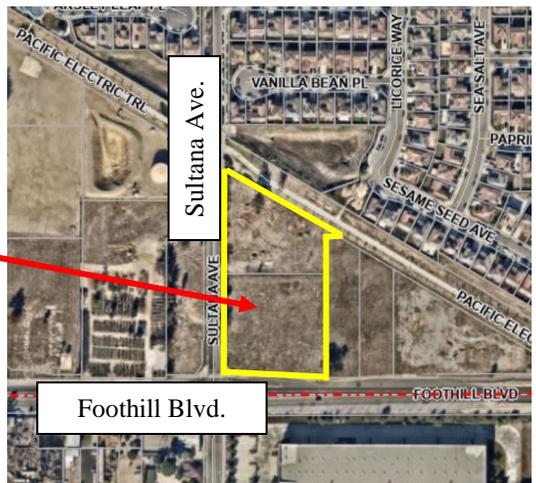
**Place of Hearing:**

City Hall Council Chambers  
8353 Sierra Avenue  
Fontana, CA 92335

**Time of Hearing:**

2:00 P.M.

Project Site



Foothill Blvd.

Should you have any questions concerning this project, please contact Salvador Quintanilla, Senior Planner, at (909) 350-6656 or [squintanilla@fontanaca.gov](mailto:squintanilla@fontanaca.gov).



ANY INTERESTED PARTY MAY APPEAR AND PRESENT ANY INFORMATION BY LETTER OR EMAIL WHICH MAY BE OF ASSISTANCE TO THE CITY COUNCIL. A COPY OF THE APPLICATION AND ENVIRONMENTAL DOCUMENTATION IS AVAILABLE FOR INSPECTION. PLEASE CONTACT THE PLANNER LISTED ABOVE.

IF YOU CHALLENGE IN COURT ANY ACTION TAKEN CONCERNING A PUBLIC HEARING ITEM, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE PUBLIC HEARING DESCRIBED IN THIS NOTICE, OR IN WRITTEN CORRESPONDENCE TO THE CITY AT, OR PRIOR TO, THE PUBLIC HEARING.

Publish: October 17, 2025



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 25-0645

**Agenda #:** B.

**Agenda Date:** 12/9/2025

**Category:** Public Hearing

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**FROM:**

Planning Department

**SUBJECT:**

Municipal Code Amendment (MCA) No. 25-0011: Consideration of an Urgency Ordinance Amending Section 30-467 of the Fontana Municipal Code Regarding Accessory Dwelling Units and Junior Accessory Dwelling Units to Comply with Recent Changes in State Law; and Finding the Action to Be Statutorily Exempt from CEQA Under Section 21080.17 of the Public Resources Code

**RECOMMENDATION:**

Open the public hearing, receive public testimony, close the public hearing and by motion:

1. Find that the adoption of the proposed urgency ordinance is statutorily exempt from review under the California Environmental Quality Act ("CEQA") under Public Resources Code section 21080.17.
2. Waive full reading and introduce for first reading by title only **Ordinance No. 1976** entitled: "AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA AMENDING SECTION 30-467 OF THE CITY OF FONTANA MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND FINDING THE ACTION TO BE STATUTORILY EXEMPT FROM CEQA UNDER PUBLIC RESOURCES CODE § 21080.17."

**COUNCIL GOALS:**

- Provide a diverse range of housing types and levels of affordability while addressing homelessness in the community by promoting diverse range of housing projects and levels of affordability.

**DISCUSSION:**

In recent years, the California Legislature has approved, and the Governor has signed into law, several bills that impose new limits on local authority to regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs). In 2025, the California Legislature approved, and the Governor signed into law, three new bills - SB543, AB1154 and AB462- that further amend state ADU law as summarized below.

The proposed ordinance will amend Section 30-467 of the Fontana Municipal Code to comply with recent changes to state law that impose new limits on local authority to regulate Accessory Dwelling Units ("ADUs") and Junior Accessory Dwelling Units ("JADUs").

**SB543 - Permitting Timeline and Uniform Standards**

SB543 codifies existing guidance from the California Department of Housing and Community Development (HCD). The bill codifies the requirement an initial review of ADU and JAU permit applications must be conducted within 15 business days. It also clarifies that JADUs are to be treated the same as ADUs under permitting guidelines, size, safety and density standards.

## **AB1154 - Parking Requirements, Owner-Occupancy and Rental Rules**

### *Parking Requirements*

AB1154 prohibits the city from imposing parking standards for ADUs that are 500 square feet and smaller. This aligns the parking requirements for small ADUs with existing parking exemptions for JADUs.

### *Owner-Occupancy*

Existing law requires that the owner of a property with a JADU must reside on the property. Further, existing law permits JADUs to share sanitation facilities with the primary dwelling. AB1154 eliminates the owner-occupancy requirement for a property containing a JADU if the JADU has separate sanitation facilities from the main dwelling unit.

### *Rental Rules*

Existing law prohibits ADUs from being used for short-term rental purposes. However, existing law did not explicitly extend that prohibition to JADUs. AB1154 explicitly prohibits the use of a JADU for short-term rentals and requires that the rental term be longer than 30 days.

## **AB462 - Certificate of Occupancy Timing**

Typically, the certificate of occupancy for an ADU or JADU may not be issued prior to the certificate of occupancy for the primary dwelling unit on the same site. However, AB462 provides a limited exception in cases where there is a State-declared emergency, subject to certain conditions.

## **Next Steps & Recommendation**

The proposed ordinance is an urgency measure, which means it will take immediate effect upon adoption. Typically, an ordinance affecting planning and zoning is approved by the Council after a planning-agency recommendation, a first reading and introduction before the Council and then a second reading at a regular Council meeting - with the ordinance taking effect 30 days following

adoption. SB543, AB1154 and AB462 will take effect on January 1, 2026 and a non-urgency adoption would take effect after that date. As a result, an urgency ordinance is necessary to avoid the nullification of the city's current ordinance, which contains limited city-specific standards (maximum size of ADUs, some setbacks, prohibition of separate conveyance, etc.). A 4/5 vote of the Council is required to adopt this urgency ordinance. The urgency ordinance will be followed at the earliest possible time by a non-urgency ordinance subject to all normal procedures.

For the above reasons, staff recommends that the City Council adopt the proposed urgency ordinance (Attachment 1), which will ensure that the City's ADU ordinance remains valid when SB543, AB1154 and AB462 take effect on January 1, 2026.

**ENVIRONMENTAL REVIEW:**

Under California Public Resources Code section 21080.17, CEQA does not apply to the adoption of an ordinance by a city or county implementing the provisions of Article 2 of Chapter 13 of Division 1 of Title 7 of the California Government Code, which is California's ADU law and which also regulates JADUs, as defined by section 66313. Therefore, the adoption of the proposed ordinance is statutorily exempt from CEQA in that it implements state ADU law.

**ATTACHMENTS:**

Proposed Urgency Ordinance

**FISCAL IMPACT:**

None

**MOTION:**

Accept staff's recommendation

**URGENCY ORDINANCE NO. 1976**

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA AMENDING SECTION NO. 30-467 OF THE CITY OF FONTANA MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS TO COMPLY WITH THE RECENT CHANGES IN STATE LAW, AND FINDING THE ACTION TO BE STATUTORILY EXEMPT FROM CEQA UNDER PUBLIC RESOURCES CODE § 21080.17**

**WHEREAS**, the City of Fontana, California (“City”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

**WHEREAS**, state law authorizes cities to act by ordinance to provide for the creation and regulation of accessory dwelling units (“ADUs”) and junior accessory dwelling units (“JADUs”); and

**WHEREAS**, in recent years, the California Legislature has approved, and the Governor has signed into law, numerous bills that, among other things, amend various sections of the Government Code to impose new limits on local authority to regulate ADUs and JADUs; and

**WHEREAS**, in 2025, the California Legislature approved, and the Governor signed into law, further amendments to state ADU law; and

**WHEREAS**, the recent changes to state ADU law take effect January 1, 2026, and if the City’s ADU ordinance does not comply with the requirements imposed by those bills by that date, the City’s entire existing ADU ordinance becomes null and void as a matter of law; and

**WHEREAS**, the City desires to amend its local regulatory scheme for the construction of ADUs and JADUs to reflect the recent changes to state law; and

**WHEREAS**, there is a current and immediate threat to the public health, safety, or welfare based on the passage of the bills updating state ADU law because if the City’s ordinance does not comply with this legislation by January 1, 2026 — and the City’s ADU ordinance becomes null and void — the City would thereafter be required to approve ADUs and JADUs in accordance with the few default standards that are provided in Chapter 13 of Division 1 of Title 7 of the California Government Code, which is the state ADU law; and

**WHEREAS**, the approval of ADUs and JADUs based solely on the default statutory standards, without local regulations governing height, setback, landscape, and architectural review, among other things, would threaten the character of existing neighborhoods, and negatively impact property values, personal privacy, and fire safety. These threats to public safety, health, and welfare justify adoption of this Ordinance as an urgency ordinance to be effective immediately upon adoption by a four-fifths vote of the City Council; and

**WHEREAS**, to protect the public safety, health, and welfare, the City Council may adopt this Ordinance as an urgency measure in accordance with Government Code section 36937, subdivision (b).

**NOW, THEREFORE**, the City Council of the City of Fontana does ordain as follows:

**Section 1. Incorporation.** The recitals above are each incorporated by reference and adopted as findings by the City Council.

**Section 2. CEQA.** Under California Public Resources Code section 21080.17, the California Environmental Quality Act (“CEQA”) does not apply to the adoption of an ordinance by a city or county implementing the provisions of Article 2 of Chapter 13 of Division 1 of Title 7 of the California Government Code, which is California’s ADU law. Therefore, adoption of the urgency Ordinance is statutorily exempt from CEQA in that it implements state ADU law.

**Section 3. General Plan.** The City Council hereby finds that the adoption of the urgency Ordinance is consistent with the General Plan as a matter of law under Government Code section 66314(c).

**Section 4. Code Amendment.** Section No. 30-467 of the Fontana Municipal Code is hereby amended and restated to read in its entirety as provided in Exhibit “A,” attached hereto and incorporated herein by reference.

**Section 5. Effective Date.** This Ordinance takes effect immediately upon its adoption.

**Section 6. HCD Submittal.** In accordance with Government Code section 66326, the City Clerk is directed to submit a copy of this Ordinance to the California Department of Housing and Community Development within 60 days after adoption.

**Section 7. Publication.** The City Clerk directed to certify to the adoption of this Ordinance and post or publish this Ordinance as required by law.

**Section 8. Custodian of Records.** The custodian of records for this Ordinance is the City Clerk and the records comprising the administrative record are located at 8353 Sierra Avenue, Fontana, CA 92335.

**Section 9. Severability.** If any provision of this Ordinance or its application to any person or circumstance is held to be invalid by a court of competent jurisdiction, such invalidity has no effect on the other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

**APPROVED AND ADOPTED** this 9<sup>th</sup> day of December 2025.

**READ AND APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Ordinance is the actual Ordinance adopted by the City Council and was introduced at a Regular Meeting on the 9th day of December 2025, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
City Clerk of the City of Fontana

\_\_\_\_\_  
Mayor of the City of Fontana

**ATTEST:**

\_\_\_\_\_  
City Clerk

**EXHIBIT A**  
**Amended ADU Regulations**

(Deletions are shown as ~~strike-outs~~. Additions are shown as underlines.)

**Sec. 30-467. Accessory dwelling units and junior accessory dwelling units.**

(a) *Purpose; application.*

- (1) *Purpose.* The purpose of this section is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with California Government Code §§ 65852.2 and 65852.22.
- (2) *Application.* This section applies to all ADUs and JADUs for which a complete application is submitted on or after January 1, 2025. If a complete ADU or JADU application is submitted prior to that date, the applicant may elect in writing to proceed under the city's ADU regulations that were in effect at submittal; otherwise, this section governs. For purposes of this paragraph, a complete application includes an application that is deemed complete under state law.

(b) *Effect of conforming.* An ADU or JADU that conforms to the standards in this section will not be:

- (1) Deemed to be inconsistent with the city's general plan and zoning designation for the lot on which the ADU or JADU is located.
- (2) Deemed to exceed the allowable density for the lot on which the ADU or JADU is located.
- (3) Considered in the application of any local ordinance, policy, or program to limit residential growth.
- (4) Required to correct a nonconforming zoning condition, as defined in subsection (c)(8) below. This does not prevent the city from enforcing compliance with applicable building standards in accordance with Health and Safety Code § 17980.12.

(c) *Definitions.* As used in this section, terms are defined as follows:

- (1) *Accessory dwelling unit* or *ADU* means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. An accessory dwelling unit also includes the following:
  - a. An efficiency unit, as defined by California Health and Safety Code § 17958.1; and
  - b. A manufactured home, as defined by California Health and Safety Code § 18007.
- (2) *Accessory structure* means a structure that is accessory and incidental to a dwelling located on the same lot.
- (3) Reserved.

- (4) *Complete independent living facilities* means permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multi-family dwelling is or will be situated.
- (5) *Efficiency kitchen* means a kitchen that includes all of the following:
  - a. A cooking facility with appliances.
  - b. A food preparation counter and storage cabinets that are of a reasonable size in relation to the size of the JADU.
- (6) *Junior accessory dwelling unit* or *JADU* means a residential unit that satisfies all of the following:
  - a. It is no more than 500 square feet of interior livable space in size.
  - b. It is contained entirely within an existing or proposed single-family structure. An enclosed use within the residence, such as an attached garage, is considered to be a part of and contained within the single-family structure.
  - c. It includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure.
  - d. If the unit does not include its own separate bathroom, then it contains an interior entrance to the main living area of the existing or proposed single-family structure in addition to an exterior entrance that is separate from the main entrance to the primary dwelling.
  - e. It includes an efficiency kitchen, as defined in subsection (c)(5) above.
- (7) *Livable space* means a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.
- (8) *Living area* means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.
- (9) *Nonconforming zoning condition* means a physical improvement on a property that does not conform with current zoning standards.
- (10) *Passageway* means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU or JADU.
- (11) *Proposed dwelling* means a dwelling that is the subject of a permit application and that meets the requirements for permitting.
- (12) *Public transit* means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.
- (13) *Tandem parking* means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.
- ~~(14) *Total floor area* means the total floor area of the ADU or JADU, inclusive of all habitable and nonhabitable areas of the structure, including, but not limited to stairways, hallways, basements, attics, garages, storage areas, restrooms.~~

(d) *Approvals.* The following approvals apply to ADUs and JADUs under this section:

~~(1) *Building permit only.* If an ADU or JADU complies with each of the general requirements in subsection (e) below, it is allowed with only a building permit in the following scenarios:~~

~~a. *Converted on lot with single-family.* One ADU as described in this subsection (d)(1)(a) and one JADU on a lot with a proposed or existing single-family dwelling on it, where the ADU or JADU:~~

- ~~1. Is either: within the space of a proposed single-family dwelling; within the existing space of an existing single-family dwelling; or (in the case of an ADU only) within the existing space of an accessory structure, plus up to 150 additional square feet if the expansion is limited to accommodating ingress and egress; and~~
- ~~2. Has exterior access that is independent of that for the single-family dwelling; and~~
- ~~3. Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes.~~
- ~~4. The JADU complies with the requirements of Government Code §§ 66333 through 66339.~~

~~b. *Limited detached on lot with single-family.* One detached, new-construction ADU on a lot with a proposed or existing single-family dwelling (in addition to any JADU that might otherwise be established on the lot under subsection (d)(1)(a) above), if the detached ADU satisfies each of the following limitations:~~

- ~~1. The side and rear-yard setbacks are at least four feet.~~
- ~~2. The total floor area is 800 square feet or smaller.~~
- ~~3. The peak height above grade does not exceed the applicable height limit in subsection (e)(2) below.~~

~~c. *Converted on lot with multi-family.* One or more ADUs within portions of existing multi-family dwelling structures that are not used as livable space, including, but not limited to storage rooms, boiler rooms, passageways, attics, basements, or garages, if each converted ADU complies with state building standards for dwellings. Under this subsection (d)(1)(c), at least one converted ADU is allowed within an existing multi-family dwelling, up to a quantity equal to 25 percent of the existing multi-family dwelling units.~~

~~d. *Limited detached on lot with multi-family.* No more than two detached ADUs on a lot that a proposed multi-family dwellings, or up to eight detached ADUs on a lot with existing multi-family dwellings, if each detached ADU satisfies all of the following:~~

- ~~1. The side and rear-yard setbacks are at least four feet. If the existing multi-family dwelling has a rear or side yard setback of less than four~~

~~feet, the city will not require any modification to the multi-family dwelling as a condition of approving the ADU.~~

~~2. The peak height above grade does not exceed the applicable height limit provided in subsection (e)(2) below.~~

~~3. If the lot has existing multi-family dwellings, the quantity of detached ADUs does not exceed the number of primary dwelling units on the lot.~~

~~(1)(2) ADU permit—Ministerial ADU and Building Permits Required. Every ADU and JADU requires an ADU permit and a building permit. The city will review and approve permit applications in accordance with subsection (d)(3) below.~~

~~a. Except as allowed under subsection (d)(1) above, no ADU may be created without a building permit and an ADU permit in compliance with the standards set forth in subsections (e) and (f) below.~~

~~b. The city may charge a fee to reimburse it for costs incurred in processing ADU permits, including the costs of adopting or amending the city's ADU ordinance. The ADU permit processing fee is determined by the director of planning and approved by the city council by resolution.~~

~~(2) Processing Fee. The city may charge a fee to reimburse it for costs incurred in processing ADU permits, including the costs of adopting or amending the city's ADU ordinance. The ADU permit processing fee is determined by the Director of Planning and approved by the City Council by resolution.~~

~~(3) Process and timing.~~

~~a. No discretion or hearing. An ADU permit is considered and approved ministerially, without discretionary review or a hearing.~~

~~b. Completeness.~~

~~(i) Determination in 15 days. The city will determine whether an application to create or serve an ADU or JADU is complete and will provide written notice of the determination to the applicant within 15 business days after the city receives the application submittal.~~

~~(ii) Incomplete items. If the city's determination under subsection 0 above is that the application is incomplete, the city's notice must list the incomplete items and describe how the application can be made complete.~~

~~(iii) Cure. After receiving a notice that the application is incomplete, the applicant may cure and address the items that were deemed by the city to be incomplete.~~

~~(iv) Subsequent submittals. If the applicant submits additional information to address incomplete items, within 15 business days of the subsequent submittal the city will determine in writing whether the additional information remedies all the incomplete items that the city identified in its original notice. The city may not require the~~

- application to include an item that was not included in the original notice.
- (v) Deemed complete. If the city does not make a timely determination as required by this subsection (b), the application or resubmitted application is deemed complete for the purposes of subsection (d)(3)(c) below.
- (vi) Appeal of incompleteness. An applicant may appeal the city's determination that the application is incomplete by submitting a written appeal to the city clerk. The planning commission will review the written appeal and affirm or reverse the completeness determination and provide a final written determination to the applicant within 60 business days after receipt of the appeal.
- ~~b. c.~~ Deadline to approve or deny ministerial approvals. The city must approve or deny an application to create an ADU or JADU within 60 days from the date that the city receives a completed application. If the city has not approved or denied the completed application within 60 days, the application is deemed approved unless either:
1. The applicant requests a delay, in which case the 60-day time period is tolled for the period of the requested delay, or
  2. When an application to create an ADU or JADU is submitted with a permit application to create a new single-family or multi-family dwelling on the lot, the city may delay acting on the permit application for the ADU or JADU until the city acts on the permit application to create the new single-family or multi-family dwelling, but the application to create the ADU or JADU will still be considered ministerially without discretionary review or a hearing.
- ~~e. d.~~ Denial. If the city denies an application to create an ADU or JADU, the city must provide the applicant with comments that include, among other things, a list of all the defective or deficient items and a description of how the application may be remedied by the applicant. Notice of the denial and corresponding comments must be provided to the applicant within the 60-day time period established by subsection (d)(3)(c) above.
- ~~d.~~ ~~A demolition permit for a detached garage that is to be replaced with an ADU is reviewed with the application for the ADU and issued at the same time.~~
- e. Appeal of denial. An applicant may appeal the city's denial of the application by submitting a written appeal to the city clerk. The planning commission will review the written appeal and affirm or reverse the denial and provide a final written determination to the applicant within 60 business days after receipt of the appeal.
- f. A demolition permit for a detached garage that is to be replaced with an ADU is reviewed with the application for the ADU and issued at the same time.

(e)

(1) Class 1: Statutorily Regulated. Class 1 ADUs and JADUs are approved under Government Code section 66323. If an ADU or JADU complies with each of the general requirements in subsection (f) below, it is allowed in each of the scenarios provided in this subsection (e)(1). An ADU and JADU approved under subsection (e)(1)(a) may be combined with an ADU approved under subsection (e)(1)(b), and ADUs approved under subsection (e)(1)(c) may be combined with ADUs approved under subsection (e)(1)(d).

a. Converted on Lot with Single-Family: One ADU as described in this subsection 0 and one JADU on a lot with a proposed or existing single-family dwelling on it, where the ADU or JADU:

- (i) Is either: within the space of a proposed single-family dwelling; within the existing space of an existing single-family dwelling; or (in the case of an ADU only) within the existing space of an accessory structure, plus up to 150 additional square feet if the expansion is limited to accommodating ingress and egress; and
- (ii) Has exterior access that is independent of that for the single-family dwelling; and
- (iii) Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes.
- (iv) The JADU complies with the requirements of Government Code sections 66333 through 66339.

b. Limited Detached on Lot with Single-Family: One detached, new-construction ADU on a lot with a proposed or existing single-family dwelling, if the detached ADU satisfies each of the following limitations:

- (i) The side- and rear-yard setbacks are at least four feet.
- (ii) The total floor area is 800 square feet of livable space or smaller.
- (iii) The peak height above grade does not exceed the applicable height limit in subsection (f)(2) below.

c. Converted on Lot with Multifamily: One or more ADUs within portions of existing multifamily dwelling structures that are not used as livable space, including but not limited to storage rooms, boiler rooms, passageways, attics, basements, or garages, if each converted ADU complies with state building standards for dwellings. Under this subsection 0, at least one converted ADU is allowed within an existing multifamily dwelling, up to a quantity equal to 25 percent of the existing multifamily dwelling units.

- d. *Limited Detached on Lot with Multifamily*: No more than two detached ADUs on a lot with a proposed multifamily dwelling, or up to eight detached ADUs on a lot with an existing multifamily dwelling, if each detached ADU satisfies all of the following:
- (i) The side- and rear-yard setbacks are at least four feet. If the existing multifamily dwelling has a rear or side yard setback of less than four feet, the city will not require any modification to the multifamily dwelling as a condition of approving the ADU.
  - (ii) The peak height above grade does not exceed the applicable height limit provided in subsection (f)(2) below.
  - (iii) If the lot has an existing multifamily dwelling, the quantity of detached ADUs does not exceed the number of primary dwelling units on the lot.

(2) *Class 2: Locally Regulated*. Class 2 ADUs are approved under Government Code sections 66314–66322. Except for Class 1 ADUs approved under subsection (e)(1) above, all ADUs are subject to the standards set forth in subsections (f) and (g) below.

~~(e)~~(f) *General ADU and JADU requirements*. The following requirements apply to all ADUs and JADUs that are approved under subsection (d)(1) or (d)(2) above:

(1) *Zoning*.

- a. ~~A Class 1 ADU approved under subsection (e)(1)~~ A Class 1 ADU approved under subsection (e)(1) ~~An ADU or JADU subject only to a building permit under subsection (d)(1) above~~ may be created on a lot in a residential or mixed-use zone.
- b. ~~A Class 2 ADU approved under subsection (e)(2) above~~ A Class 2 ADU approved under subsection (e)(2) above ~~An ADU or JADU subject to an ADU permit under subsection (d)(2) above~~ may be created on a lot that is zoned to allow single-family dwelling residential use or multi-family dwelling residential use.
- c. In accordance with Government Code § 66333(a), a JADU may only be created on a lot zoned for single-family residences.

(2) *Height*.

- a. Except as otherwise provided by subsections (e)(2)(b) and (e)(2)(c) below, a detached ADU created on a lot with an existing or proposed single-family or multi-family dwelling unit may not exceed 16 feet in height.
- b. A detached ADU may be up to 18 feet in height if it is created on a lot with an existing or proposed single-family or multi-family dwelling unit that is located within one-half mile walking distance of a major transit stop or a high quality transit corridor, as those terms are defined in Public Resources Code § 21155, and the ADU may be up to two additional feet in height (for a

maximum of 20 feet) if necessary to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit.

- c. A detached ADU created on a lot with an existing or proposed multi-family dwelling that has more than one story above grade may not exceed 18 feet in height.
  - d. An ADU that is attached to the primary dwelling may not exceed 25 feet in height or the height limitation imposed by the underlying zone that applies to the primary dwelling, whichever is lower. Notwithstanding the foregoing, ADUs subject to this subsection (e)(2)(d) may not exceed two stories.
  - e. For purposes of this subsection (e)(2), height is measured from existing legal grade to the peak of the structure.
- (3) *Fire sprinklers.*
- a. Fire sprinklers are required in an ADU if sprinklers are required in the primary residence.
  - b. The construction of an ADU does not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling.
- (4) *Rental term.* No ADU or JADU may be rented for a term that is shorter than 30 days. This prohibition applies regardless of when the ADU or JADU was created.
- (5) *No separate conveyance.* An ADU or JADU may be rented but, except as otherwise provided in Government Code § 66341, no ADU or JADU may be sold or otherwise conveyed separately from the lot and the primary dwelling (in the case of a single-family lot) or from the lot and all of the dwellings (in the case of a multi-family lot).
- (6) *Septic system.* If the ADU or JADU will connect to an onsite wastewater-treatment system, include with the application a percolation test completed within the last five years or, if the percolation test has been recertified, within the last ten years.
- (7) *Owner occupancy.*
- a. ADUs. ADUs created under this section on or after January 1, 2020, are not subject to an owner occupancy requirement.
  - b. JADUs. As required by state law, all JADUs are subject to an owner-occupancy requirement when sanitation facilities are shared with the primary dwelling on the site. JADUs with independent sanitation facilities are not subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property. In either the primary dwelling or JADU, as the person's legal domicile and permanent residence. However, the owner-occupancy requirement in this subsection (e)(7)(B) does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.

(8) *Deed restriction.* Prior to issuance of a building permit for an ADU or JADU, a deed restriction must be recorded against the title of the property in the county recorder's office and a copy filed with the planning department. The deed restriction must run with the land and bind all future owners. The form of the deed restriction will be provided by the city and must provide that:

- a. Except as otherwise provided in Government Code § 66341, the ADU or JADU may not be sold separately from the primary dwelling.
- b. The ADU or JADU is restricted to the approved size and to other attributes allowed by this section.
- c. The deed restriction runs with the land and may be enforced against future property owners.
- d. The deed restriction may be removed if the owner eliminates the ADU or JADU, as evidenced by, for example, removal of the kitchen facilities. To remove the deed restriction, an owner may make a written request of the director, providing evidence that the ADU or JADU has in fact been eliminated. The director may then determine whether the evidence supports the claim that the ADU or JADU has been eliminated. Appeal may be taken from the director's determination consistent with other provisions of this Code. If the ADU or JADU is not entirely physically removed but is only eliminated by virtue of having a necessary component of an ADU or JADU removed, the remaining structure and improvements must otherwise comply with applicable provisions of this Code.
- e. The deed restriction is enforceable by the ~~d~~Director or his or her designee for the benefit of the city. Failure of the property owner to comply with the deed restriction may result in legal action against the property owner, and the city is authorized to obtain any remedy available to it at law or equity, including, but not limited to, obtaining an injunction enjoining the use of the ADU or JADU in violation of the recorded restrictions or abatement of the illegal unit.

(9) Reserved.

(10) *Building and ~~s~~Safety.*

- a. *Must comply with building code.* Subject to subsection (e)(10)(b) below, all ADUs and JADUs must comply with all local building code requirements.
- b. *No change of occupancy.* Construction of an ADU does not constitute a Group R occupancy change under the local building code, as described in California Building Code § 310, unless the building official or code compliance department makes a written finding based on substantial evidence in the record that the construction of the ADU could have a specific, adverse impact on public health and safety. Nothing in this subsection (e)(10)(b) prevents the city from changing the occupancy code of a space that was uninhabitable space or that was only permitted for nonresidential use and was subsequently converted for residential use in accordance with this section.

(11) *Certificate of Occupancy Timing.*

- a. *Generally.* No certificate of occupancy for an ADU or JADU may be issued before the certificate of occupancy is issued for the primary dwelling unit.
- b. *Limited Exception for State-declared Emergencies.* Notwithstanding subsection (f)(10)(A) above, a certificate of occupancy for an ADU may be issued before a certificate of occupancy for the primary dwelling if each of the following requirements are met:
  - (i) The county is subject to a proclamation of a state of emergency made by the California Governor on or after February 1, 2025.
  - (ii) The primary dwelling was substantially damaged or destroyed by an event referenced in the Governor's state of emergency proclamation.
  - (iii) The ADU has been issued construction permits and has passed all required inspections.
  - (iv) The ADU is not attached to the primary dwelling.

(f) *Specific ADU requirements.* The following requirements apply only to ADUs that require an ADU permit under subsection (d)(2) above.

(1) *Maximum size.*

- a. The maximum size of a detached or attached ADU subject to this subsection (f) is 1,200 square feet.
- b. An attached ADU that is created on a lot with an existing primary dwelling is further limited to 50 percent of the floor area of the existing primary dwelling.
- c. Application of other development standards in this subsection (f), such as lot coverage, might further limit the size of the ADU, but no application of the percent-based size limit in subsection (f)(1)(b) above or of an FAR, front setback, lot coverage limit, or open-space requirement may require the ADU to be less than 800 square feet.

(2) *Setbacks.*

- a. An ADU that is subject to this subsection (f) must conform to an 18-foot front-yard setback, subject to subsection (f)(1)(c) above.
- b. An ADU that is subject to this subsection (f) must conform to four-foot side- and rear-yard setbacks.

- c. No setback is required for an ADU that is subject to this subsection (f) if the ADU is constructed in the same location and to the same dimensions as a legal existing structure.
- (3) *Lot coverage.* No ADU subject to this subsection (f) may cause the total lot coverage of the lot to exceed 50 percent, subject to subsection (f)(1)(c) above.
  - (4) *Passageway.* No passageway, as defined by subsection (c)(9) above, is required for an ADU.
  - (5) *Parking.*
    - a. *Generally.* One off-street parking space is required for each ADU. The parking space may be provided in setback areas or as tandem parking, as defined by subsection (c)(12) above.
    - b. *Exceptions.* No parking under subsection (f)(4)(a) is required in the following situations:
      - 1. The ADU is located within one-half mile walking distance of public transit, as defined in subsection (c)(11) above.
      - 2. The ADU is located within an architecturally and historically significant historic district.
      - 3. The ADU is part of the proposed or existing primary residence or an accessory structure under subsection (d)(1)(a) above.
      - 4. When on-street parking permits are required but not offered to the occupant of the ADU.
      - 5. When there is an established car share vehicle stop located within one block of the ADU.
      - 6. When the permit application to create an ADU is submitted with an application to create a new single-family or new multi-family dwelling on the same lot, provided that the ADU or the lot satisfies any other criteria listed in subsections (f)(4)(b)(1) through (5) above.
    - c. *No replacement.* When a garage, carport, covered parking structure, or uncovered parking space is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.
  - (6) *Architectural requirements.*
    - a. The materials and colors of the exterior walls, roof, and windows and doors must match the appearance and architectural design of those of the primary dwelling.
    - b. The roof slope must match that of the dominant roof slope of the primary dwelling. The dominant roof slope is the slope shared by the largest portion of the roof.
    - c. The exterior lighting must be limited to down-lights or as otherwise required by the building or fire code.

- d. The ADU must have an independent exterior entrance, apart from that of the primary dwelling.
  - e. The interior horizontal dimensions of an ADU must be at least ten feet wide in every direction, with a minimum interior wall height of seven feet.
  - f. Windows and doors of the ADU may not have a direct line of sight to an adjoining residential property. Fencing, landscaping, or privacy glass may be used to provide screening and prevent a direct line of sight.
  - g. All windows and doors in an ADU are less than 30 feet from a property line that is not a public right-of-way line must either be (for windows) clerestory with the bottom of the glass at least six feet above the finished floor, or (for windows and for doors) utilize frosted or obscure glass.
- ~~(7) *Landscape requirements.* Evergreen landscape screening must be planted and maintained between the ADU, and adjacent parcels as follows:~~
- ~~a. At least one 15-gallon size plant shall be provided for every five linear feet of exterior wall. Alternatively, at least one 24-inch box size plant shall be provided for every ten linear feet of exterior wall.~~
  - ~~b. Plant specimens must be at least six feet tall when installed. As an alternative, a solid fence of at least six feet in height may be installed.~~
  - ~~c. All landscaping must be drought tolerant.~~
- ~~(8)(7) *Historical protections.* An ADU that is on or within 600 feet of real property that is listed in the California Register of Historic Resources must be located so as to not be visible from any public right-of-way.~~
- ~~(9)(8) *Allowed Stories.* No ADU subject to this subsection (f) may have more than one story, except that an ADU that is attached to the primary dwelling may have the stories allowed under subparagraph (e)(2)(D) of this section.~~
- (g) *Fees.* The following requirements apply to all ADUs that are approved under subsections (d)(1) or (d)(2) above.
- (1) *Impact fees.*
    - a. No impact fee is required for an ADU that is less than 750 square feet in size. For purposes of this subsection (g)(1), "impact fee" means a "fee" under the Mitigation Fee Act (Government Code § 66000(b)) and a fee under the Quimby Act (Government Code § 66477). "Impact fee" here does not include any connection fee or capacity charge for water or sewer service.
    - b. Any impact fee that is required for an ADU that is 750 square feet or larger in size must be charged proportionately in relation to the square footage of the primary dwelling unit. (E.g., the floor area of the ADU, divided by the floor area of the primary dwelling, times the typical fee amount charged for a new dwelling.)
  - (2) *Utility fees.*

Urgency Ordinance No. 1976

- a. If an ADU is constructed with a new single-family home, a separate utility connection directly between the ADU and the utility and payment of the normal connection fee and capacity charge for a new dwelling are required.
  - b. Except as described in subsection (g)(2)(a), converted ADUs on a single-family lot that are created under subsection (d)(1)(a) above are not required to have a new or separate utility connection directly between the ADU and the utility. Nor is a connection fee or capacity charge required.
  - c. Except as described in subsection (g)(2)(a), all ADUs that are not covered by subsection (g)(2)(b) require a new, separate utility connection directly between the ADU and the utility for any utility that is provided by the city. All utilities that are not provided by the city are subject to the connection and fee requirements of the utility provider.
    1. The connection is subject to a connection fee or capacity charge that is proportionate to the burden created by the ADU based on either the floor area or the number of drainage-fixtured units (DFU) values, as defined by the Uniform Plumbing Code, upon the water or sewer system.
    2. The portion of the fee or charge that is charged by the city may not exceed the reasonable cost of providing this service.
- (h) *Nonconforming zoning code conditions, building code violations, and unpermitted structures.*
- (1) *Generally.* The city will not deny an ADU or JADU application due to a nonconforming zoning condition, building code violation, or unpermitted structure on the lot that does not present a threat to the public health and safety and that is not affected by the construction of the ADU or JADU.
  - (2) *Unpermitted ADUs and JADUs constructed before 2020.*
    - a. *Permit to legalize.* As required by state law, the city may not deny a permit to legalize an existing, but unpermitted ADU or JADU that was constructed before January 1, 2020, if denial is based on either of the following grounds:
      1. The ADU or JADU violates applicable building standards, or
      2. The ADU or JADU does not comply with the state ADU or JADU law or this ADU ordinance (Section 30-467).
    - b. *Exceptions.*
      1. Notwithstanding subsection (h)(2)(a) above, the city may deny a permit to legalize an existing, but unpermitted ADU or JADU that was constructed before January 1, 2020, if the city makes a finding that correcting a violation is necessary to comply with the standards specified in Health and Safety Code § 17920.3.
      2. Subsection (h)(2)(a) above does not apply to a building that is deemed to be substandard in accordance with California Health and Safety Code § 17920.3.

Urgency Ordinance No. 1976

(Ord. No. 1830, § 8(Exh. A), 6-9-20; Ord. No. 1910, § 3(Exh. A), 12-13-22; Ord. No. 1951, § 4(Exh. A), 5-28-24; Ord. No. 1959, § 3(Exh. A), 12-12-24)



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 25-0678

**Agenda #:** C.

**Agenda Date:** 12/9/2025

**Category:** Public Hearing

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**FROM:**

Planning Department

**SUBJECT:**

First General Plan Amendment and Project for the 1st General Plan Cycle of 2025; Master Case No. (MCN) 24-0060: General Plan Amendment (GPA) No. 24-0004, Zoning District Map Amendment (ZCA) No. 24-0004, Tentative Tract Map No. 24-0009 (TTM No. 20712), Conditional Use Permit (CUP) No. 24-0023, and Design Review (DR) No. 24-0031; a request to change the General Plan Land Use Designation from Multi-Family Medium/High (R-MFMH) to Multi-Family Residential (R-MF), a request to change the zoning designation from Multi-Family Medium High Residential (R-4) to Multi-Family Residential (R-3), a request to subdivide 35 parcels to establish a condominium map and abandon a portion of Knox Avenue, a request to create a Planned Unit Development (PUD), and a request for site and architectural review of , a new 393 multi-family unit development with associated improvements on approximately 30.99 gross acres, located at APNs: 0228-051-01, -14, -15, -16, -17, -19, -20, and -21; 0228-052-01, -25, -26, and -27, 0228-061-02 through -14, -16, -17, -18, -20 through -25, and 0228-311-05, pursuant to an Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program.

**RECOMMENDATION:**

Master Case No. (MCN) 24-0060; General Plan Amendment (GPA) No. 24-0004, Zoning District Map Amendment (ZCA) No. 24-0004, Tentative Tract Map No. 24-0009 (TTM No. 20712), Conditional Use Permit (CUP) No. 24-0023, and Design Review (DR) No. 24-0031; amendment of the subject site's General Plan Land Use Designation from Multi-Family Medium/High (R-MFMH) Residential to Multi-Family Residential (R-MF), amendment of the Zoning District Map from Multi-Family Medium/High Residential (R-4) to Multi-Family Residential (R-3), a request to create a condominium map, a request to create a Planned Unit Development (PUD), and a request to review the architecture, site design and associated improvements for a new 393 multi-family unit development with site improvements, on approximately 31.0 gross acres, located at APNs: 0228-051-01, -14, -15, -16, -17, -19, -20, and -21; 0228-052-01, -25, -26, and -27, 0228-061-02 through -14, -16, -17, -18, -20 through -25, and 0228-311-05, pursuant to a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program.

1. Adopt **Resolution No. 2025-109** (General Plan Amendment Cycle No. 1 of 2025) a Resolution of the City Council of the City of Fontana adopting a Mitigated Negative Declaration, approving Addendum and Mitigation, Monitoring, and Reporting Program (MMRP) and directing staff to file a Notice of Determination; approving General Plan Amendment No. 24-0004 amending General Plan Exhibit 15.8 Chapter 15 (Land Use Zoning and Urban Design) of the General Plan land use designation, and approving Tentative Tract Map No. 24-0009 (TTM No. 20712), Conditional Use Permit No. 24-0023, and Design Review No. 24-0031 for APNs: 0228-051-01, -14, -15, -16, -17, -19, -20, and -21; 0228-052-01, -25, -26, and -27, 0228-061-02 through -14, -16, -17, -18, -20 through -25, and 0228-311-05 on approximately 30.99 gross acres and associated improvements,

subject to the Conditions of Approval; and

2. Read by title only and waive further reading of and introduce **Ordinance No. 1977**, an Ordinance of the City Council of the City of Fontana, approving pursuant to Mitigated Negative Declaration, Zoning District Map Amendment No. 24-0004 to update the zoning map from Multi-Family Medium/High Residential (R-4) to Multi-Family Residential (R-3) for 35 parcels (APNs: 0228-051-01, -14, -15, -16, -17, -19, -20, and -21; 0228-052-01, -25, -26, and -27, 0228-061-02 through -14, -16, -17, -18, -20 through -25, and 0228-311-05) on approximately 31.0 acres; and that the reading of the title constitutes the first reading thereof.

#### **COUNCIL GOALS:**

- Provide a diverse range of housing types and levels of affordability while addressing homelessness in the community by promoting diverse range of housing projects and levels of affordability.
- Enhance the local environment for future generations and create a healthy economic and environmental future by creating neighborhoods that are attractive, safe and convenient for walkers and bicyclists.

#### **DISCUSSION:**

##### **Background:**

The project was considered by the Planning Commission at a duly noticed public hearing on November 18, 2025. Upon conclusion of the public hearing, the Planning Commission voted 4-0 to adopt Resolution PC No. 2025-044, thereby forwarding a recommendation of approval to the City Council with minor edits to biological measures within the Mitigated Negative Declaration as recommended by staff.

##### **Project Description/Analysis:**

The applicant, Diversified Pacific Communities, is requesting that the City Council review and approve a General Plan Amendment, Zone District Map Amendment, Tentative Tract Map, Conditional Use Permit, and Design Review to facilitate the development of 393 multi-family (condominium) unit development and associated site-improvements, on property comprised of 35 parcels APNs: 0228-051-01, -14, -15, -16, -17, -19, -20, and -21; 0228-052-01, -25, -26, and -27, 0228-061-02 through -14, -16, -17, -18, -20 through -25, and 0228-311-05 totaling approximately 31.0 acres, located south of South Highland Avenue, north of Walnut Street, west of Almeria Avenue and at the terminus of Knox Avenue.

##### **General Plan Amendment No. 24-0004**

The project would amend the General Plan Land Use Designation from Multi-Family Medium/High Residential (R-MFMH) to Multi-Family Residential (R-MF) to allow for the development of 393 multi-family residential units (Condominium). The amendment would allow the development of multi-family dwellings (condominium) within the city. This development will help with the housing shortage in California.

The proposed amendment is consistent with the following goals and policies of the Housing Element in the General Plan:

- Provide adequate housing to meet the needs of all residents in Fontana.
- Provide a high standard of quality in existing affordable housing stock.

The proposed project will meet the following policies of the Housing Element of the General Plan:

- Goal No. 1, Policy No. 1.1, by providing a “Establish a range of rental and for sale housing opportunities in the city” and
- Goal No. 1, Policy No. 1.3 - “Promote the development and access to housing affordable to all income levels in Fontana.”

The amendment will present an opportunity for development to provide a wider variety of housing types for residents.

**Zoning District Map Amendment No.24-0004:**

The proposal would change the zoning map (Zoning District Map) designation from Multi-Family Medium/High Residential (R-4) to Multi-Family Residential (R-3) to allow for the development of various types of condominium units and accompanying development regulations. The Zoning District Map amendment would ensure that zoning for the project site is consistent with the proposed General Plan Amendment.

**Tentative Tract Map No. 24-0009 (TTM No. 20712):**

The proposed Tentative Tract Map No. 24-0009 will subdivide the residential parcels to establish a condominium map to include 393 multi-family units. Each dwelling unit will be sold separately, and a homeowner’s association will be created for the maintenance of all common areas, amenities and landscaping. The project will include on-site and off-site improvements and the undergrounding of utilities. The subdivision will support the development of the project as allowed by, and proposed under, the Planned Unit Development.

**Conditional Use Permit (CUP) No. 24-0023:**

The project includes a Conditional Use Permit application for the purpose of establishing a Planned Unit Development (PUD) within a Multi-Family Residential (R-3) zone. The Planned Unit Development (PUD) establishes the minimum requirements and specific site development standards for the development of the 393-multi-family (condominium) project. The purposes of a PUD is to encourage a more desirable living environment by application of modern site planning and to encourage the use of greater open space and amenities for visual enjoyment and recreational use. Section 30-444(10)(c) requires five (5) amenities, and this development is providing ten (10) types of amenities with the inclusion of a PUD. The proposed PUD will help create a desirable living environment for future residents by allowing developers to achieve the required density in a creative building arrangement, while also providing quality amenity space that would not necessarily be permitted with the strict application of the current Development Code. The project will include 177 attached townhomes, 103 detached cluster units, and 113 detached motor court units. The developer was able to arrange the three building types, with allowable building setback reductions and reduced distance between buildings all allowed in Section No. 30-326 (Development Regulations) for Planned Unit Developments (PUDs). Based on the unique guidelines from the PUD, the applicant has provided a vibrant development that will create a sense of community for the residents.

**Design Review (DRP) No. 24-0031:**

The development will be comprised of 393-multi family units (condominiums) that will consist of 117 attached townhomes (ranging from 1,393 square feet to 1,855 square feet), 103 detached cluster units (ranging from 1,690 square feet to 1,936 square feet), and 113 detached motor court units (ranging from 1,688 square feet to 1,960 square feet). The proposed units will range between two to four bedrooms. The applicant proposed three different architectural styles including Spanish, Farm House, and Cottage. The architectural styles include stucco exterior, siding, shutters, concrete tile roof, awnings, decorative metal accents, and brick veneer.

Project Site amenities will include an approximately 1,659 square foot recreational building with a gathering space. The gated amenity area will include a pool (58' x 30'), and spa (10' x 14'), cabanas, fire pits with lounge seating and BBQ areas with shaded sitting lounging areas. Outside of the amenity area will be two tot lots, additional BBQ and picnic areas, a 60' x 12' bocce ball court and cornhole, multiple large open grass areas, four parks, and a paseo with outdoor fitness stations.

A new 6-foot-high block wall with pilasters is proposed on the east, south, and north property boundary. The existing 6-foot-high block wall will remain along the westerly property boundary. A condition of approval as part of the design review (Condition No. 22) has been added requiring the developer to maintain the height of the existing westerly 6-foot-high block wall even after grading is complete. The project site will be a gated community.

The topography of the Project Site is relatively flat. The existing drainage pattern flows from the northwest to the southwest with the drainage pattern to direct the water to the south into multiple underground infiltration/detention chamber systems installed as part of the project. There are proposed storm drains along Walnut Avenue to catch any excess water runoff. Applicable specific site development standards, building, zoning, and fire codes and standards, will be met and will make for a safe, attractive, and well-designed residential project. The project design incorporates internal safety measures such as sidewalks and lighting to facilitate pedestrians/residents walking in the community.

Vehicle access to the Project Site will be provided by a gated community off Knox Avenue with a second access off Walnut Street.

**Environmental:**

An Initial Study (IS), Mitigated Negative Declaration, and Mitigation Monitoring and Reporting Program (MMRP) has been prepared for this project pursuant to the California Environmental Quality Act (CEQA) and the 2019 Local Guidelines for Implementing CEQA. The Notice of Intent to Adopt an IS/Mitigated Negative Declaration was published with a public comment period of October 17, 2025 through November 18, 2025. Based on the information in the IS, the project would not have a significant effect on the environment as a result of project implementation and the Mitigated Negative Declaration, and Mitigation Monitoring and Reporting Program are presented for the City Council's consideration. The IS/MND and Mitigation Monitoring and Reporting Program (MMRP) for this project can be found at (<https://fonopengislayers.fontana.org/WebLink/Browse.aspx?id=1842253&dbid=0&repo=FontanaRecords>)

In addition, the 393 multi-family condominium unit development project with the request to amend the General Plan land use designation from R-MFMH (Multi-Family Medium/High Residential) to R-MF (Multi-Family Residential), and zoning from R-4 (Multi-Family Medium/High Residential) to R-3 (Multi-Family Residential), the IS/MND project description includes a request to increase densities by upzoning two off-site properties (APNs: 0194-391-20 and 0256-131-16) from Residential Planned Community (R-PC) to Multi-Family Medium High Residential (R-MFMH). The request was intended to replace the loss of units identified for the city's Regional Housing Needs Allocation (RHNA) numbers due to the loss of density from the proposed general plan amendment. However, the City has a sufficient buffer of units at the R-4 density range to support the project (excess RHNA units in its Housing Element), therefore an adequate buffer exists for this project. As a result and based on concerns expressed by the upzone site property owners, the City is not currently moving forward with the off-site upzone properties. Additionally, this project is not required to comply with SB330 upzoning requirements because the existing R-4 zoning was not in place on or before January 1, 2018.

Regardless of the decision to not move forward with the off-site upzoning, the IS/MND prepared for the overall project is still adequate for the 393-multi-family unit development project and the associated General Plan and Zoning District Map amendment requests. The effect of the 393-multi-family unit development project will be less than anticipated in the IS/MND.

**ATTACHMENTS:**

- Attachment No. 1 - Resolution for the General Plan Amendment, Tentative Tract Map, Conditional Use Permit, and Design Review and the Initial Study/Mitigated Negative Declaration
- Attachment No. 2 - Ordinance for Zoning District Map Amendment
- Attachment No. 3 - Planning Commission Packet
- Attachment No. 4 - Planning Commission Minutes from November 18, 2025
- Attachment No. 5 - Public Hearing Notice

**FISCAL IMPACT:**

None.

**MOTION:**

Approve staff's recommendation

## RESOLUTION NO. 2025-109

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA ADOPTING THE INITIAL STUDY/MITIGATED NEGATIVE DECLARATION AND A MITIGATION MONITORING AND REPORTING PROGRAM PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND APPROVING GENERAL PLAN AMENDMENT NO. 24-0004 (PART NO. 1 OF GENERAL PLAN AMENDMENT CYCLE NO. 1 OF 2025) TO REVISE EXHIBIT NO. 15.8 IN CHAPTER 15 OF THE GENERAL PLAN, AMENDING THE LAND USE DESIGNATION FROM MULTI-FAMILY MEDIUM/HIGH TO MULTI-FAMILY RESIDENTIAL FOR ASSESSOR PARCEL NUMBERS 0228-051-01, -14, -15, -16, -17, -19, -20, AND -21; 0228-052-01, -25, -26, AND -27, 0228-061-02 THROUGH -14, -16, -17, -18, -20 THROUGH -25, AND 0228-311-05 TOTALING APPROXIMATELY 31.0 ACRES; APPROVING TENTATIVE TRACT MAP NO. 24-0009 (TTM NO. 20712) TO SUBDIVIDE 35 PARCELS INTO A CONDOMINIUM MAP; APPROVING CONDITIONAL USE PERMIT NO 24-0023 TO ESTABLISH A PLANNED UNIT DEVELOPMENT; APPROVING DESIGN REVIEW NO. 24-0031 FOR THE CONSTRUCTION OF A 393 MULTI-FAMILY UNIT CONDOMINIUM DEVELOPMENT, WITH ON-SITE AND OFF-SITE IMPROVEMENTS ON APPROXIMATELY 31.0 GROSS ACRES; AND DIRECT STAFF TO FILE THE NOTICE OF DETERMINATION**

**WHEREAS**, on October 8, 1981, Assessor Parcel Numbers (“APNs”) 0228-051-01, -14, -15, -16, -17, -19, -20, and -21; 0228-052-01, -25, -26, and -27, 0228-061-02 through -14, -16, -17, -18, -20 through -25, and 0228-311-05 were annexed from San Bernardino County into the City of Fontana (“Project Site”); and

**WHEREAS**, the most recent edition of the City of Fontana General Plan was adopted by the Fontana City Council (“City Council”) on November 13, 2018, and the City of Fontana Housing Element was adopted by the City Council on February 8, 2022; and

**WHEREAS**, on September 11, 2024, the City of Fontana (“City”) received an application from Diversified Pacific Communities (“Applicant”) for the Project Site, requesting a General Plan Amendment (GPA No. 24-0004) Plan to change the land use designation from Multi-Family Medium/High (R-MFMH) to Multi-Family Residential (R-MF), Zoning District Code Map Amendment (ZCA No. 24-0004) to change the Zoning District Map from Multiple-Family Medium/High (R-4) to Multi-family residential (R-3) as shown in **Exhibit “A”**, Tentative Tract Map (Tentative Tract Map No. 24-0009 (TTM No. 20712) to subdivide multiple parcels for a condominium map, Conditional Use Permit (CUP No. 24-0023) to establish a planned unit development (PUD) within an R-3 zone, and Design Review (DRP No. 24-0031) to review the architecture and

**ATTACHMENT NO. 1**

site design for the development of 393 multi-family condominium units; and

**WHEREAS**, the amendment to the General Plan Land Use Designation will contribute to a balanced and diverse neighborhood and associated amenities and services, as well as contribute to an infrastructure that will support a qualified workforce; and

**WHEREAS**, GPA No. 24-0004 is considered a “Project” as defined by the California Environmental Quality Act (CEQA); and

**WHEREAS**, pursuant to the California Environmental Quality Act (Public Resources Code §21000 et seq.) and the State CEQA Guidelines (California Code of Regulations, Title 14, §15000 et seq.) (“CEQA”), a Mitigated Negative Declaration (“MND”) analyzing all potential impacts of the Project was prepared for the City’s consideration as lead agency under State CEQA Guidelines section 15063; and

**WHEREAS**, the MND indicated that all potential environmental impacts from the project would be less than significant with the incorporation of the identified mitigation measures in the Mitigation Monitoring and Reporting Program (“MMRP”); and

**WHEREAS**, the Draft MND was prepared in accordance with CEQA and circulated for public review and comment between October 17, 2025 to November 18, 2025 by: (1) filing a Notice of Intent to Adopt a Mitigated Negative Declaration (“NOI”) with the State Clearinghouse; (2) filing a NOI with the San Bernardino County Clerk; (3) placing a NOI in the Sun, a newspaper of general circulation; (4) mailing a NOI to various interested persons, agencies and tribes; and (5) posting a NOI on the City’s website; and

**WHEREAS**, copies of the Draft MND were available during the public review period at City Hall and on the City’s website; and

**WHEREAS**, pursuant to Public Resources Code section 21081.6 and State CEQA Guidelines section 15074(d), the MMRP has been prepared and includes mitigation measures for biological resources and cultural resources; and

**WHEREAS**, the Project Site is comprised of 35 parcels located South Highland Avenue, north of Walnut Street, west of Almeria Avenue and at the terminus of Knox Avenue, approximately 31.0 adjusted gross acres; and

**WHEREAS**, GPA No. 24-0004, ZCA No. 24-0004, Tentative Tract Map No. 24-0009 (TTM No. 20712), CUP No. 24-0023, and DRP No. 24-0031 are supported by the goals and policies of the General Plan; and

**WHEREAS**, the Conditions of Approval are attached hereto as **Exhibit “B”** for Tentative Tract Map No. 24-0009 (TTM No. 20712), and **Exhibit “C”** for Conditional Use Permit No. 24-0023 and Design Review No. 24-0031; and

**WHEREAS**, on November 28, 2025, a notice of the public hearing was published in the Fontana Herald newspaper and simultaneously displayed at City Hall and at the Project Site; and

**WHEREAS**, the owners of property within 660 feet of the Project Site were notified via public hearing notice mailer prior to the public hearing; and

**WHEREAS**, on November 18, 2025, a duly noticed public hearing on GPA No. 24-0004, ZCA No. 24-0004, Tentative Tract Map No. 24-0009 (TTM No. 20712), CUP No. 24-0023, and DRP No. 24-0031, was held by the Fontana Planning Commission (“Planning Commission”) to consider testimony and evidence presented by the Applicant, City staff, and other interested parties. Following the hearing, the Planning Commission recommended approval of the project to the Fontana City Council (“City Council”) with a vote of 4-0 by Resolution PC No. 2025-044; and

**WHEREAS**, on December 9, 2025, the City Council conducted a noticed public hearing on GPA No. 24-0004, ZCA No. 24-0004, Tentative Tract Map No. 24-0009 (TTM No. 20712), CUP No. 24-0023, and DRP No. 24-0031 and received testimony from all parties and documentation from the Planning Commission’s public hearing on November 18, 2025; and

**WHEREAS**, based on the information presented to and evidence received by the City Council at the public hearing held on December 9, 2025, for GPA No. 24-0004, ZCA No. 24-0004, Tentative Tract Map No. 24-0009 (TTM No. 20712), CUP No. 24-0023, and DRP No. 24-0031, MND, and MMRP, the City Council found the project to be in conformance with the goals and policies of the General Plan; and

**WHEREAS**, all of the notices required by statute and the Fontana Municipal Code (“FMC”) have been given as required; and

**WHEREAS**, the City wishes to protect and preserve the quality of life throughout the City, through effective land use and planning; and

**WHEREAS**, all other legal prerequisites to the adoption of this Resolution have occurred.

**NOW, THEREFORE**, the City Council **RESOLVES** as follows:

**Section 1. Recitals.** The above recitals are true, correct and incorporated herein by reference.

**Section 2. CEQA.** The City Council has reviewed and considered the Initial Study (“IS”), MND, and MMRP, any oral or written comments received, and the administrative record prior to making any decision on the proposed project. The City Council finds that the IS/MND and MMRP contain a complete and accurate reporting of all the environmental impacts associated with the project. The City Council finds that the MND and MMRP have been completed in compliance with the State CEQA Guidelines and Section 6.21 of the City of Fontana’s 2019 Local Guidelines for Implementing CEQA.

a. The City Council has reviewed and considered the information contained in the Final MND and the administrative record, including all written and oral evidence presented to it, and the City Council finds based on its independent review and analysis: (i) that the Final MND was prepared in compliance with CEQA; and (ii) that, based on the imposition of mitigation measures, there is no substantial evidence in the administrative record supporting a fair argument that the Project may have a significant effect on the environment. The City Council finds that the Final MND contains a complete, objective, and accurate reporting of the environmental impacts associated with the project and reflects the independent judgment and analysis of the city. As well the City Council finds that no new significant environmental impacts have been identified in the Final MND and any changes to the Final MND in response to comments or otherwise do not constitute substantial revisions requiring recirculation under State CEQA Guidelines section 15073.5.

b. The City Council has also reviewed and considered the MMRP for the project that has been prepared pursuant to the requirements of Public Resources Code Section 21081.6 and finds that such MMRP is designed to ensure compliance with the mitigation measures during project implementation.

c. **Adoption of MND.** Pursuant to Public Resources Code section 21080, subdivision (c)(2), the City Council adopts the Final IS/MND prepared for the project.

d. **Approval of MMRP.** Pursuant to Public Resources Code section 21081.6, the City Council approves the MMRP, which was prepared for the project and make it a condition of project approval and is attached hereto.

e. **Notice of Determination.** The City Council directs staff to file a Notice of Determination with the San Bernardino County Clerk and the Office of Planning and Research within five (5) working days of approval of the project.

**Section 3. General Plan Amendment Findings.** The City Council hereby makes the following findings for GPA No. 24-0004 in accordance with Section 30-31 “Purpose” of the Fontana Zoning and Development Code:

**Finding:** **The purpose and intent is to keep an updated General Plan to reflect the current desires and needs of the citizens for the long-term growth of the City.**

**Findings of Fact:** An amendment to the General Plan Land Use Designation would revise Exhibit No. 15.8, changing the land use designation from Multi-Family Medium/High (R-MFMH) to Multi-Family Residential (R-MF) to accommodate for the development of 393 multi-family residential condominium units. This development will help address the growing residential demand in the city and the surrounding area.

The General Plan amendment is consistent with the goals and policies of the Housing Element in the General Plan. More specifically, the project aligns with the following goals of the Housing Element:

- Provide adequate housing to meet the needs of all residents in the City of Fontana.
- Provide a high standard of quality in existing affordable housing.
- Goal 1/Policy No. 1.1, by providing a “Establish a range of rental and for sale housing opportunities in the city.”
- Goal 1/Policy No. 1.3, “Promote the development and access to housing affordable to all income levels in Fontana.”

**Section 4. Tentative Tract Map Findings.** The City Council hereby makes the following findings for Tentative Tract Map No. 24-0009 (TTM No. 20712) in accordance with Section No. 26-55(e) “Processing of application,” of the Fontana Municipal Code:

**Finding No. 1: That the proposed map is consistent with the city’s general plan and any applicable specific plan.**

Findings of Fact: Tentative Tract Map No. 24-0009 (TTM No. 20712) and the abandonment of portion of Knox Avenue are consistent with the General Plan Land Use Designation for the Project Site, which changes the land use designation from R-MFMH to R-MF. The tentative tract map will establish a condominium map for the Project Site and facilitate the abandonment necessary to accommodate the construction of a 393 multi-family unit development, which is permitted under the amended land use designation in the General Plan. The project has been designed to be compatible with the surrounding uses and incorporates architectural relief, enhanced landscaping, street improvements, and lighting, to enhance the character of the surrounding neighborhood. The Project Site is not within a specific plan.

**Finding No. 2: That the design or improvements of the proposed subdivision are consistent with the general plan and any applicable specific plan.**

Findings of Fact: The site design for Tentative Tract Map No. 24-0009 (TTM No. 20712) and the abandonment of portion of Knox Avenue is consistent with the General Plan. The lot size and street configuration conform to the requirements of the Land Use, Zoning, and Urban Design and Community Mobility and Circulation Elements of the General Plan. The project includes all on-site and off-site improvements to meet all the General Plan

goals and objectives; as well as all of the proposed R-3 zoning requirements. Improvements consist of public sewer, public storm drain, streets, gutter, sidewalks, drainage, and grading to provide a safe and well-designed project for the area. The project plans have been reviewed by the Planning Department, the Engineering Department, Building and Safety, and Fire Prevention Department and these departments have developed conditions of approval to ensure compliance with the FMC and other regulations. The Project Site is not within a specific plan.

**Finding No. 3: The site is physically suitable for the type and density of development proposed.**

Findings of Fact: The Project Site for the multi-family residential development is approximately 31.0 gross acres, which is adequate in size to accommodate the development. The Project Site is vacant and relatively flat. The existing topography is conducive for the project, and its development did not require setback variances. Additionally, the Project will have access to two different public streets that will support the type and density proposed. All street improvements will be constructed pursuant to applicable building, zoning, and fire code standards.

**Finding No. 4: The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.**

Findings of Fact: The design of Tentative Tract Map No. 24-0009 (TTM No. 20712) is not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat. The area surrounding the Project Site has been developed with residential uses.

An IS, MND, and MMRP was prepared for this project in accordance with CEQA and the 2019 Local Guidelines for Implementing CEQA. The IS determined that the project would not have a significant effect on the environment as a result of the project implementation and the MND, and MMRP. The use is consistent with the site's Land Use Designation and the Zoning and Development Code. Furthermore, the design of the condominium map will not cause substantial environmental damage or will not substantially and avoidably injure fish or wildlife or their habitat.

**Finding No. 5: The design of the subdivision or type of improvements will not cause serious public health problems.**

Findings of Fact: The design of Tentative Tract Map No. 24-0009 (TTM No. 20712) will not cause public health problems. The development complies with the Zoning and Development Code and General Plan. Improvements include connection to the public sewer, connection to the public storm drain, modification to the existing sidewalks, drainage, and grading to provide a safe and well-designed project for the area. Therefore, the project shall promote the public health, safety, and welfare of the surrounding community.

**Finding No. 6: That the design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision.**

Findings of Fact: The design of Tentative Tract Map No. 24-0009 (TPM No. 20712) and public improvements will not conflict with access easements acquired by the public. Access to and from the Project Site would be provided from driveways on South Highland Avenue and Walnut Street.

**Section 5. Conditional Use Permit Findings.** The City Council hereby makes the following findings for the Conditional Use Permit No. 24-0023 in accordance with Section 30-150 “Finding for Approval” for conditional use permit of the Fontana Zoning and Development Code:

**Finding No. 1: The proposed project is allowed within the applicable zoning district and complies with all other applicable provisions of the Zoning and Development Code, Municipal Code, general plan, any applicable specific plan, or area plan, and City regulations/standards.**

Findings of Fact: The Project Site is currently designated as Multi-Family Medium/High Residential (R-MFMH). The proposed project includes a General Plan Amendment to redesignate the site to Multi-Family Residential (R-MF), a Zoning Code Amendment to rezone the property from Multi-Family Medium/High Residential (R-4) to Multi-Family Residential (R-3), and establishment of a new Planned Unit Development (PUD). These actions are being processed concurrently so that the site will be appropriately designated and zoned to support the 393-unit development. Because the PUD will be located within the R-3 zone, it is allowed with approval of a Conditional Use Permit, which is also being processed as part of this entitlement package.

The Project supports the goals and policies of the General Plan. Goal 7 of Chapter 16 Stewardship and Implementation promotes a diversified housing stock that accommodates a range of incomes, household types, and age groups. This project will be

providing three different types of housing styles to offer housing variety to Fontana residents. The proposed Project will comply and is consistent with the applicable building codes, zoning codes, and fire codes and other appropriate standards and will make a safe, attractive, and well-designed project meet all adopted development standards and guidelines.

**Finding No. 2. The site is physically suited for the type, density and intensity of the proposed use including access, utilities, and the absence of physical constraints and can be conditioned to meet all related performance criteria and development standards.**

Findings of Fact: The buildings for the 393-unit multi-family development is physically suited for the type, density and intensity with the surrounding area. The adjacent properties are existing single-family residential houses. The project will consist of two-story buildings. The Project's scale, mass and bulk will be consistent to the surrounding area. There will be no adverse effect on the neighboring sites or their permitted uses. The density proposed as part of this project is consistent with the Zoning and Development Code. There are several single-family residential developments directly adjacent to the project, and there are similar multi-family developments in the near vicinity. The project and use will be compatible with the surrounding area.

**Finding No. 3. Granting the permit would not be detrimental to the public interest, health, safety, convenience, welfare, or materially injurious to persons, property, or improvements in the vicinity in which the project is located.**

Findings of Fact: The site is proposed to be developed in compliance with all applicable building and fire codes standards, access requirements, and in accordance with all the Conditions of Approval. The project is surrounded by single-family development. The project consists of two-story buildings and single-family developments; this project will not inconvenience surrounding properties. The project will include a new sidewalk along South Highland Avenue, which will improve the safe walking routes in the area. The new safe walking sidewalk will improve the public's health and safety. The project site is currently vacant. The new development will introduce an aesthetically pleasing gated community, enhancing the surrounding area. The ornamental landscape and new lighting will improve the overall area. The proposed project will comply with the Zoning and Development Code. Granting the permit would not be detrimental to the public interest, health, safety, convenience, welfare, or materially injurious to persons, property, or improvements in the area.

**Section 6. Planned Unit Development Findings.** The City Council hereby makes the following findings for a Planning Unit Development (CUP No. 24-0023) in accordance with Section 30-331 “Finding for Approval” for planned unit development of the Fontana Zoning and Development Code:

**Finding No. 1: The proposed project conforms to the General Plan and is consistent with the purposes and requirements of this division.**

Findings of Fact: The Project Site is currently designated as Multi-Family Medium/High Residential (R-MFMH). The proposed project includes a General Plan Amendment to redesignate the site to Multi-Family Residential (R-MF), a Zoning Code Amendment to rezone the property from Multi-Family Medium/High Residential (R-4) to Multi-Family Residential (R-3), and establishment of a new Planned Unit Development (PUD). These actions are being processed concurrently so that the site will be appropriately designated and zoned to support the 393-unit development. Because the PUD will be located within the R-3 zone, it is allowed with approval of a Conditional Use Permit, which is also being processed as part of this entitlement package. The Project supports the General Plan goals and policies such as Goal 7 of Chapter 16 Stewardship and Implementation encourages a diversified housing stock that serves Fontana residents across the range of incomes, household types, and age groups. This project will be providing three different types of housing styles to offer housing variety to Fontana residents.

**Finding No. 2. The uses within the project are compatible.**

Findings of Fact: The Project creates a PUD for the proposed 393-unit multi-family development within an R-3 zone which is permitted with a conditional use permit. The density proposed is consistent with the Zoning and Development Code. There are several single-family residential developments directly adjacent to the project, and there are similar multi-family developments in the near vicinity. The project will be compatible with the surrounding area. All of the uses within this PUD are residential, therefore compatible.

**Finding No. 3. New buildings or structures related to the project are compatible with the scale, mass, bulk, and orientation of buildings and structures in the surrounding vicinity.**

Findings of Fact: The proposed buildings for the 393-unit multi-family development are compatible in scale, mass, bulk, and orientation with structures in the surrounding vicinity. The adjacent properties are

existing single-family residential houses. The project consists of two-story buildings, with a scale, mass and bulk that is consistent with the surrounding area. There will be no adverse effect on the neighboring sites or their permitted uses. There are existing residential uses surrounding the Project Site.

**Finding No. 4. The project is consistent with any adopted design guidelines applicable to the project area.**

Findings of Fact: The Project is a 393 multi-family unit development located on 31.0 gross acres. The amendments to the General Plan and Zoning District Map Amendment will allow for development of the Project. The Planned Unit Development (PUD) will comply with the development regulations set out in Section 30-326 of the FMC. The Project will comply and is consistent with the applicable building codes, zoning codes, and fire codes and other appropriate standards and will make a safe, attractive, and well-designed project meet all adopted development standards and guidelines.

**Finding No. 5. The overall project reflects high level development and design quality that will enhance and benefit the city as a whole.**

Findings of Fact: The Project will be a gated community consisting of 393-units. The project will feature three distinct of housing styles with a variety of color and architectural styles that include Spanish, Cottage, and Farmhouse. The project will also include a 1,659 square foot recreational building that will serve as the pool amenity area. There will be amenity spaces throughout the site, as well as an ornamental paseo for residents to enjoy. The Project has been designed to reflect high level development and design quality by providing choices for architectural styles and homes that reflect quality development.

**Finding No. 6. The proposed project will be served by adequate water, sewer, public utilities and services, and will have adequate vehicular and pedestrian access to ensure that it will not be detrimental to the public health, safety, or welfare.**

Findings of Fact: The Project Site has adequate utilities and services available to meet the needs of the proposed development. Ingress and egress into the gated Project Site will have two access points: Knox Avenue from South Highland Avenue and from Walnut Street. The project has been reviewed by the Planning Department, Engineering Department, Building and Safety Department and County Fire Prevention for site circulation, access, and safety, and it was determined that the project is safe and will not be

detrimental to the public health, safety, or welfare. The Project has been designed to be compatible with the surrounding uses while also providing a development that has been designed with architectural features to enhance the character of the surrounding neighborhood. The project will not be detrimental to the public health, safety, and welfare.

**Section 7.** Design Review Findings. The City Council hereby makes the following findings for a DRP No. 24-0031 in accordance with Section 30-120 "Findings for approval" of the Fontana Zoning and Development Code:

**Finding No. 1:       The proposal is consistent with the General Plan, Zoning and Development Code and any applicable Specific Plan.**

Findings of Fact:    The proposal is to change the land use designation of the General Plan for the Project Site from Multi-Family Medium/High Residential (R-MFMH) to Multi-Family Residential and change the zoning from Multi-Family Medium/High Residential (R-4) to Multi-Family Residential (R-3) to allow for the construction of the multi-family residential development. The Zoning District Map Amendment for the Project Site incorporates the entire project area into the R-3 Zoning District. The residential development provides for a consistent blend of well-designed residential development in the immediate vicinity because it provides consistency with the residential uses' south, east, and west of the project site.

**Finding No. 2:       This proposal meets or exceeds the criteria contained in Chapter 30 and will result in an appropriate, safe and desirable development promoting the public health, safety, and welfare of the community.**

Findings of Fact:    The project will result in the construction of 393 multi-family residential units (condominium), with three distinct types to choose from: Cluster units (103 detached), Townhome units (177 attached), and Motor Court units (113 detached). The site design for the multi-family residential development have been designed with two gated entries. Access to and from the Project Site will be provided from driveways on Knox Avenue off of South Highland Avenue, and from Walnut Street. There is an existing public sidewalk along Walnut Street that will remain as is, however, the development will include a new public sidewalk along South Highland and on the west side of Knox Avenue. All new improvements such as driveways, streets, sidewalks, drive aisles, and setbacks will comply with Chapter 30 of the Municipal Code and with all applicable building, and fire codes and will promote the public health, safety, and welfare of the surrounding community.

**Finding No. 3: The proposal is in its design and appearance is aesthetically and architecturally pleasing resulting in a safe, well-designed facility while enhancing the character of the surrounding neighborhood.**

Findings of Fact: The Project has been designed with the use of brick veneer, a combination of siding and stucco exterior, shutters, decorative lighting, and accent colors that will add structural and visual interest to the building. Additionally, variations to the building's face and roof lines will be architecturally pleasing. Landscaping will be ornamental in nature and features trees, shrubs, and drought-tolerant accent plants in addition to a variety of ground covers. There will be sidewalks and enhanced paseos within the project site that will promote safe walkability. The Project will be compatible with the residential developments to the south, east and west of the Project Site and will provide a quality, aesthetically pleasing development for the surrounding neighborhood.

**Finding No. 4: The site improvements are appropriate and will result in a safe, well-designed facility.**

Findings of Fact: The development complies with the Zoning and Development Code standards and General Plan. The improvements include sewer and storm drain systems, site circulation, parking, landscaping, parks, curbs and gutters, lighting, driveways, sidewalks and decorative paving. Currently the Project Site is vacant and this new development will provide an aesthetically pleasing gated community with new safe routes to walk. The gated community will also have safe walking sidewalks for the future residents to use to access the entire community. With the use of lighting and ornamental landscape designs, the site will encourage future residents to walk and use the amenities. The Project Site will be gated and will have access off Walnut Street and Knox Avenue. The project will provide a newly paved street for Knox Avenue, and a new sidewalk for South Highland Avenue improving the overall community. The site improvements will result in a safe, and well-designed community.

**Section 8. General Plan Amendment Approval.** Based on the findings in Section 3, the City Council hereby approves GPA No. 24-0004 to change General Plan land use designation for the Project Site in Exhibit No. 15.8 from Multi-Family Medium/High Residential (R-MFMH) to Multi-Family Residential, as reflected in Exhibit "A" attached hereto and incorporated herein by reference as fully set forth herein.

**Section 9. Tentative Tract Map Approval.** Based on the findings in Section 4 the City Council hereby approves Tentative Tract Map No. 24-0009 (TTM No. 20712)

subject to the Conditions of Approval, which are attached hereto as Exhibit “B” and incorporated herein by reference as though fully set forth herein.

**Section 10. Conditional Use Permit Approval.** Based on the findings in Section 5 the City Council hereby approves CUP No. 24-0023 subject to the Conditions of Approval, which are attached hereto as Exhibit “C” and incorporated herein by reference as though fully set forth herein.

**Section 11. Planned Unit Development Approval.** Based on the findings in Section 6 the City Council hereby approves Planned Unit Development (CUP No. 24-0023).

**Section 12. Design Review Approval.** Based on the findings in Section 7 the City Council hereby approves Design Review No. 24-0031 subject to the Conditions of Approval, which are attached hereto as Exhibit “C” and incorporated herein by reference as though fully set forth herein.

**Section 13. General Plan Conformity for Partial Abandonment of Knox Avenue.** Pursuant to Government Code Section 65402, the Planning Commission has reviewed the proposed partial abandonment of Knox Avenue in relation to the goals, policies, and land use designations of the City’s General Plan and finds that the proposed vacation is in conformity with the City’s General Plan.

**Section 14. Resolution Regarding Custodian of Record.** The documents and materials that constitute the record of proceedings on which this Resolution has been based are located at the Planning Department, 8353 Sierra Avenue, Fontana, CA 92335. This information is provided in compliance with Public Resources Code section 21081.6.

**Section 15. Certification.** The City Clerk of the City Council shall certify to the adoption of this Resolution.

**Section 16. Effective Date.** This Resolution becomes effective immediately upon its adoption.

**Section 17. Severability.** If any provision of this Resolution or the application of any provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application.

**APPROVED AND ADOPTED** this 9<sup>th</sup> day of December 2025.

**READ AND APPROVED AS TO LEGAL FORM:**

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City Attorney

I, Germaine Key, City Clerk of the City of Fontana, California, do hereby certify that the foregoing resolution is the actual resolution duly and regularly adopted by the City of Fontana at a regular meeting thereof, held on this 9<sup>th</sup> day of December 2025, by the following vote, to-wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

City Clerk of the City of Fontana

---

Mayor of the City of Fontana

**ATTEST:**

---

City Clerk

**EXHIBIT "A"**

EXISTING AND PROPOSED GENERAL PLAN LAND USE DESIGNATION FOR THE ENTIRE PROJECT SITE COMPROMISED OF THIRTY-FIVE PARCELS (APNS: 0228-051-01, -14, -15, -16, -17, -19, -20, AND -21; 0228-052-01, -25, -26, AND -27, 0228-061-02 THROUGH -14, -16, -17, -18, -20 THROUGH -25, AND 0228-311-05) FROM MULTI-FAMILY MEDIUM/HIGH RESIDENTIAL (R-MFMH) TO MULTI-FAMILY RESIDENTIAL (R-MF).



FIGURE 2a-1

**LSA**

  Project Location  
 General Plan Designations  
 Multi Family Residential (R-MF)  
 Multi Family Median/High Residential (R-MFMH)  
 Residential Planned Community (R-PC)  
 Single Family Residential (R-SF)

0 250 500  
 FEET  
 SOURCE: Google (2024)

Fontana Walnut Residential Project  
 Existing and Proposed General Plan Designations

**EXHIBIT "B"**



**CITY OF FONTANA  
CONDITIONS OF APPROVAL**

**PROJECT:** Master Case No. (MCN) 24-0060 December 9, 2025  
Tentative Tract Map No. 24-0009 (TTM No. 20712)

**LOCATION:** The project site is located at APNs 0228-051-01, -16, -17, -20; 0228-052-01, -25, -26, -27; and 0228-061-02 through -14, -16, -17, -18, -20 through -25.

**PLANNING DEPARTMENT:**

1. All Conditions of Approval contained herein shall be incorporated into all applicable final construction plans and a copy of these conditions, signed by the property owner or legal representative, shall be placed on the first sheet of final buildings plans prior to issuance of any building permits.
2. The rights and privileges granted by this project shall not become effective, nor shall the Applicant commence the use for which this project is granted, until both of the following have occurred.
  - A. This project will comply with all applicable provisions, regulations and development standards of the Fontana City Code.
  - B. All of the improvements, construction, alteration and other work set forth in this project have been completed and have been accepted by the City, as evidenced by the City's issuance of a Certificate of Occupancy or other document evidencing the City's final inspection and acceptance of the work; and,
  - C. All other Conditions of Approval imposed by this project have been fulfilled.
3. The project shall comply with all applicable provisions, regulations and development standards of the City of Fontana Municipal Code.
4. The applicant shall defend, indemnify, protect and hold harmless the City of Fontana or its agents, officers, attorneys and employees from any and all actual or alleged claims, actions or proceedings against the City of Fontana or its agents,

officers, attorneys or employees to attack, set aside, void, annul or seek monetary damages arising out of any challenge to the applicant's proposed project or to any approvals of the Planning Commission and/or City Council concerning this project, including but not limited to actions challenging CEQA actions, permits, variances, plot plans, design plans, maps, licenses, and amendments. The City of Fontana shall promptly notify the applicant of any claim, action, or proceeding and the City of Fontana shall cooperate in the defense.

5. In the event of any such third party action or proceeding, the City shall have the right to retain legal counsel. The applicant shall be responsible and reimburse the City for such legal fees and costs, in their entirety, including actual attorneys' fees, which may be incurred by the City in defense of such action or proceeding. This indemnification shall also include, but not be limited to, damages, fees and/or costs awarded against the City, if any, and cost of suit, attorneys' fees, and other costs, liabilities and expenses incurred in connection with such claim, action, or proceeding whether incurred by applicant, the City and/or any parties bringing such forth.
6. Except as required under applicable State and Federal law, the City of Fontana and the applicant acknowledge that the City would not have approved this project if the City were to be liable to applicant in damages under or with respect to all or any part of this application or this condition of approval. Accordingly, applicant shall not sue the City for damages or monetary relief for any matter arising from or related to this condition of approval. Applicant's sole and exclusive remedy shall be limited to declaratory/injunctive relief, mandate, and/or specific performance.
7. This Tentative Tract Map shall become null and void two (2) years from the date of approval, unless the appropriate permits have been obtained and construction, defined as permit obtainment, commencement of construction of the primary building on site, and successful completion of the first Building and Safety Division inspection, has commenced within this period.
8. All Conditions of Approval contained herein shall be incorporated into all applicable final construction plans and a copy of these conditions shall be placed on a sheet in the final building and grading plans prior to issuance of any building or grading permits.
9. In the event that one or more of the Conditions of Approval for this project needs to be amended and/or deleted due to health, safety or welfare concerns, the City Manager is authorized to approve or conditionally approve such amendment/deletion, provided that City Manager shall bring such proposed amendment/deletion to the City Council at the next available meeting for City Council ratification, but in no event later than sixty (60) days following the City Manager's decision. The noticing of such City Council meeting for possible ratification shall be pursuant to Section No. 30-30 of the Municipal Code.



the codified parameters of administrative policy shall be presented to the Planning Commission for approval. Changes made without approval as stated herein, will prevent the occupancy of the residential structure until corrections are approved in writing by all appropriate staff.

4. The project shall comply with all applicable provisions, regulations and development standards of the City of Fontana Municipal Code.
5. The applicant shall defend, indemnify, protect and hold harmless the City of Fontana or its agents, officers, attorneys and employees from any and all actual or alleged claims, actions or proceedings against the City of Fontana or its agents, officers, attorneys or employees to attack, set aside, void, annul or seek monetary damages arising out of any challenge to the applicant's proposed project or to any approvals of the Planning Commission and/or City Council concerning this project, including but not limited to actions challenging CEQA actions, permits, variances, plot plans, design plans, maps, licenses, and amendments. The City of Fontana shall promptly notify the applicant of any claim, action, or proceeding and the City of Fontana shall cooperate in the defense.

In the event of any such third party action or proceeding, the City shall have the right to retain legal counsel. The applicant shall be responsible and reimburse the City for such legal fees and costs, in their entirety, including actual attorneys' fees, which may be incurred by the City in defense of such action or proceeding. This indemnification shall also include, but not be limited to, damages, fees and/or costs awarded against the City, if any, and cost of suit, attorneys' fees, and other costs, liabilities and expenses incurred in connection with such claim, action, or proceeding whether incurred by applicant, the City and/or any parties bringing such forth.

Except as required under applicable State and Federal law, the City of Fontana and the applicant acknowledge that the City would not have approved this project if the City were to be liable to applicant in damages under or with respect to all or any part of this application or this condition of approval. Accordingly, applicant shall not sue the City for damages or monetary relief for any matter arising from or related to this condition of approval. Applicant's sole and exclusive remedy shall be limited to declaratory/injunctive relief, mandate, and/or specific performance.

6. In the event that one or more of the Conditions of Approval for this project needs to be amended and/or deleted due to health, safety or welfare concerns, the City Manager is authorized to approve or conditionally approve such amendment/deletion, provided that City Manager shall bring such proposed amendment/deletion to the City Council at the next available meeting for City Council ratification, but in no event later than sixty (60) days following the City Manager's decision. The noticing of such City Council meeting for possible ratification shall be pursuant to Section No. 30-30 of the Municipal Code.
7. Color combinations and color schemes shall not be modified or changed without prior approval from the original approving body by a revision to the original

application. Minor hue color changes may be approved by the Director of Planning. The Director of Planning shall have the authority to refer minor hue color changes to the Planning Commission for consideration under a revision to the original application if deemed necessary. Appeals shall follow provisions of the Municipal Code.

8. The developer shall comply with the mitigation measures identified in the CEQA IS/MND (SCH No. 2025100627) identified in the Mitigation Monitoring and Reporting Program (MMRP).
9. The occupants of this facility shall comply with applicable provisions of local, state and federal laws and regulations with respect to noise, vibration, smoke, odors, fire and explosive hazards, including, but not limited to the City's adopted Hazardous Materials Management Plan and Industrial Wastewater/Discharge requirements.
10. The developer shall provide clustered and/or individual mail box(es) for the delivery of mail to future residents of the development in a convenient location that does not block the line of sight. The mail boxes shall be made of durable material and shall be installed in a manner that is resistant to vandalism and meets the requirements of the Post Office. The developer is responsible for contacting the Post Office for the type and location of the mail boxes within their development. Any replacements of the mail boxes subsequent to the original installation shall be the responsibility of the developer, the property management company, and/or the homeowners association, and the Post Office.
11. Foam treatment used for architecture features and/or projections located on the first floor (under 14 feet) shall be covered with concrete or similar durable material a minimum of ¼ inch thick, or as determined by the Director of Planning.
12. If solar panel systems are installed on the roof of any residential structure, the installation shall be on top or above the approved roof tile. If a solar panel system is flush-mounted to the roof, matching roof tiles shall be replaced immediately upon removal of the solar panels.
13. All new block walls shall be constructed with a decorative block and capped with a prefabricated block cap to match the existing walls on the adjacent properties.
14. Graffiti and unauthorized markings on any wall, sign, or structure must be removed within twenty-four (24) hours.
15. The applicant shall provide up-lighting on the perimeter and up-light proposed trees to the satisfaction of the Director of Planning and his/her designee.
16. A locator map or directory should be posted at the site entrances. The directory should be located on the site so as to be easily and quickly identified and free from visual obstruction. The directory should be illuminated from dusk until dawn. The directory should have vandal resistant glazing to minimize criminal damage and the structure should be weather resistant.

17. Community address numbers and complex numbers should be visible. Building and unit numbers should be posted and visible. Address specifications are meant to ensure identification and location of buildings. Proper posting and maintenance minimizes confusion as to location and expedites public safety response.
18. Design Review No. 24-0031 shall become null and void two (2) years from the original date of approval, unless the appropriate permits have been obtained and construction, defined as permit obtainment, commencement of construction of the primary building on site, and successful completion of the first Building and Safety Division inspection, has commenced within this period.
19. All Conditions of Approval contained herein shall be incorporated into all applicable final construction plans and a copy of these conditions shall be placed on a sheet in the final building or grading plans prior to issuance of any building or grading permits.
20. The Applicant shall post a publicly visible sign on the project site with the telephone number and 24-hour point of contact for dust, noise, and construction complaints. The 24-hour point of contact shall be available 24 hours a day, 7 days a week and have authority to commit additional assets to control dust, or respond to construction complaints after hours, on weekends and on holidays. Construction shall be limited to 7:00am to 6:00pm on weekdays, 8:00am to 5:00pm on Saturdays, and no construction on Sundays and Holidays.
21. Exterior lighting compatible with the design of the building shall be provided for the parking lot. The lighting shall be directed and shielded so as to illuminate only the parking area and to avoid glare impacts on adjacent properties.
22. Adhere to the city light standard of one foot candle minimum of light for all entrances, exits, pedestrian walkways, parking lots and activity areas. Reflect all light fixtures on the site plan. The type of illumination shall be either florescent, metal halide or white L.E.D.'s., and the luminaries shall be vandal resistant. All luminaries shall remain lit from dusk until dawn. Provide a photometric layout under separate exhibit to ensure the minimum light standard is met.
23. Public sidewalks shall be provided for all new developments in accordance with the city's circulation element of the General Plan.
24. All signs shall be reviewed under a separate Design Review Sign application. This includes, but is not limited to, building signs, monument signs, pylon signs, etc.
25. All temporary signs (banners, wind flags, etc.) shall not be placed on the property unless the proper permits are obtained.
26. All built in BBQ's shall be electric with underground electrical lines and shall be installed with safety locks to the satisfaction of the Director of Planning.

27. All parking spaces shall be clearly marked by double striping pavement painting. Parking stall sizes shall be measured from the mid-point between the striping.
28. All roof-mounted equipment and ground mounted equipment shall be screened from view from adjacent properties and streets to the satisfaction of the Director of Planning.
29. All landscaping shall be healthy and maintained in a reasonable manner as determined by the Director of Planning or his/her designee.
30. The existing block wall along the westerly boundary (Page L-5 of the landscape plan, No. 3 on the wall & fence plan legend) shall be at least six feet tall on the project side; any deviations are subject to approval by the Director of Planning. In the event that the wall height is less than six feet on the project site, the applicant/developer/property owner shall make best efforts to coordinate with the adjacent property owner to maintain screening of six feet on the project side.
31. The development shall comply with the Planned Unit Development (PUD) guidelines as part of this project.
32. The applicant/developer/property owner shall employ a certified professional manager or management company to provide maintenance, security, and other services. The professional manager or management company shall be California Association of Community Managers (CACM) certified or equivalent.
33. The construction contractor shall use the following source controls at all times:
  - A. Construction shall be limited to 7:00 am to 6:00 pm on weekdays, 8:00 am to 5:00 pm on Saturdays, and no construction on Sundays and Holidays unless it is approved by the building inspector for cases that are considered urgently necessary as defined in Section 18-63(b7) of the Municipal Code.
  - B. For all noise-producing equipment, use types and models that have the lowest horsepower and the lowest noise generating potential practical for their intended use.
  - C. The construction contractor will ensure that all construction equipment, fixed or mobile, is properly operating (tuned-up) and lubricated, and that mufflers are working adequately.
  - D. Have only necessary equipment onsite.
  - E. Use manually-adjustable or ambient-sensitive backup alarms. When working adjacent to residential use(s), the construction contractor will also use the following path controls, except where not physically feasible, when necessary:
    1. Install portable noise barriers, including solid structures and noise blankets, between the active noise sources and the nearest noise receivers.
    2. Temporarily enclose localized and stationary noise sources.

3. Store and maintain equipment, building materials, and waste materials as far as practical from as many sensitive receivers as practical.

34. Historic Archaeological Resources

- A. Upon discovery of any tribal cultural or archaeological resources, cease construction activities in the immediate vicinity of the find until the find can be assessed. All tribal cultural and archaeological resources unearthed by project construction activities shall be evaluated by the qualified archaeologist and tribal monitor/consultant. If the resources are Native American in origin, interested Tribes (as a result of correspondence with area Tribes) shall coordinate with the landowner regarding treatment and curation of these resources. Typically, the Tribe will request preservation in place or recovery for educational purposes. Work may continue on other parts of the project while evaluation takes place.
- B. Preservation in place shall be the preferred manner of treatment. If preservation in place is not feasible, treatment may include implementation of archaeological data recovery excavation to remove the resource along the subsequent laboratory processing and analysis. All Tribal Cultural Resources shall be returned to the Tribe. Any historic archaeological material that is not Native American in origin shall be curated at a public, non-profit institution with a research interest in the materials, if such an institution agrees to accept the material. If no institution accepts the archaeological material, they shall be offered to the Tribe or a local school or historical society in the area for educational purposes.
- C. Archaeological and Native American monitoring and excavation during construction projects shall be consistent with current professional standards. All feasible care to avoid any unnecessary disturbance, physical modification, or separation of human remains and associated funerary objects shall be taken. Principal personnel shall meet the Secretary of the Interior standards for archaeology and have a minimum of 10 years' experience as a principal investigator working with Native American archaeological sites in southern California. The Qualified Archaeologist shall ensure that all other personnel are appropriately trained and qualified.

PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY

35. Prior to the issuance of a Certificate of Occupancy the applicant shall underground all utilities, which for the purpose of this condition shall include all boxes, structures and/or other equipment located in the public rights-of-way, any public utility easement(s), and on any private property, to the satisfaction of the Director of Planning.
36. Development fees and Planning Department final inspection fee must be paid prior to Certificate of Occupancy.

**BUILDING & SAFETY DEPARTMENT**

37. The applicant shall design the project to show compliance with the latest adopted edition of the following codes as applicable:
- A. California Building Code
  - B. California Residential Code
  - C. California Electrical Code
  - D. California Mechanical Code
  - E. California Plumbing Code
  - F. California Energy Code
  - G. California Fire Code
  - H. California Green Building Standards Code
  - I. City of Fontana Ordinance
  - J. Disabled access for the site and building must be in accordance to the State of CA and ADA regulations.
38. The applicant shall install an automatic fire suppression system, which is required in all new construction per FMC Chapter 11 Article II. Design and type of system shall be based upon the requirements of the Building Code, Fire Code and the requirements of the Fontana Fire Prevention District.
39. The applicant shall comply with the requirements of the South Coast Air Quality Management District (909-396-2000). SCAQMD requirements shall be satisfied prior to the issuance of any permit if hazardous materials are stored and/or used.
40. The applicant shall verify that any temporary building, trailer, commercial coach, etc. installed and/or used in connection with a construction project complies with FMC Chapter 5 Article XIV.
41. The applicant shall verify that all perimeter/boundary walls are designed and constructed so that the outer/exterior face of the wall is as close as possible to the lot line. In any case, the outer/exterior face of the wall shall be within two (2) inches of the lot line. Distances greater than two (2) inches may be approved prior to construction by the Building Official on a case by case basis for extenuating circumstances.
42. The applicant shall verify that all lot lines, easement lines, etc. will be located and/or relocated in such a manner as to not cause any existing structure to become non-conforming with the requirements of the latest adopted edition of the Building Code, or any other applicable law, ordinance, or code.
43. The applicant shall have the tract or parcel map recorded prior to the issuance of any building permits.
44. The applicant shall comply with the following grading requirements:

- A. Grading plans shall be submitted to and approved by Building & Safety. The grading plans shall indicate all site improvements and shall indicate complete drainage paths of all drainage water run-offs.
- B. All drainage water shall drain via approved methods to an approved location, such as a public street, a public drainage system, etc.
- C. Drainage water shall not cross over a public sidewalk. Drainage water may, however, cross under a sidewalk if an approved drainage structure is used.
- D. A recorded drainage acceptance agreement is required from adjoining property(s) receiving flows from this property.
- E. No water course or natural drainage shall be obstructed.
- F. Minimum slope or grade for ALL drainage structures shall be one half (0.50) percent for concrete and one (1.0) percent for all other, or as otherwise approved by the Building Official.
- G. Drainage water shall not pass from an 'improved' type of drainage structure to an 'unimproved' type of drainage structure (e.g., concrete swale to a dirt swale) unless otherwise approved by the Building Official.
- H. A complete hydrology study using the latest edition of the San Bernardino County Flood Control Hydrology Manual, and complete hydraulic calculations justifying the size, slope, capacity, etc. of any and all drainage structures being utilized, shall be submitted to and approved by Building & Safety.  
The on-site drainage system shall, as a minimum, be designed to handle the run-off generated by a ten (10) year storm. Check for flooding of all on-site structures (buildings) and all adjacent properties during a hundred (100) year storm.
- I. The grading plans shall, as a minimum, contain sections at all lot lines and/or permit boundary lines. These sections shall clearly indicate:
  - A. The relationship between the proposed finished on-site grade elevations and the existing adjacent property grade elevations (Indicate any additional drainage water that may come from an adjacent property.); and
  - B. The ground cover/finished surface material being proposed (e.g., type of pavement, plant material, etc.); and
  - C. All proposed drainage structures; and
  - D. Any proposed and/or required walls or fencing.

45. In addition to approval from Building & Safety, the applicant is required to obtain approval from the County of San Bernardino, Department of Public Health and the California Regional Water Quality Control Board, Santa Ana Region for the Private Sewage Disposal System.

46. The applicant shall modify the existing private sewage system to accommodate the new use. Plans and/or supporting data will have to be submitted to and approved by Building & Safety regarding the new use and necessary modifications. Additionally, approval from the Regional Water Quality Control Board, Santa Ana Region, is required for the new use.

47. The applicant shall verify that all exterior lighting shall be oriented, directed, and/or shielded as much as possible so that direct illumination does not infringe onto adjoining properties.

### **PRIOR TO ISSUANCE OF BUILDING/CONSTRUCTION PERMITS**

48. The following items (as applicable) shall be completed by the applicant and submitted to Building & Safety prior to the issuance of building permits for this project:

- A. Precise grading plans shall be approved
- B. Rough grading completed
- C. Compaction certification
- D. Pad elevation certification
- E. Rough grade inspection signed off by a City Building Inspector

49. If hazardous substances are used and/or stored, the applicant shall provide a technical opinion and report, identifying and developing methods of protection from the hazards presented by the hazardous materials, may be required. This report shall be prepared by a qualified person, firm, or corporation and submitted to Building & Safety. This report shall also explain the proposed facility's intended methods of operation and list all of the proposed materials, their quantities, classifications, and the effects of any chemical (material) inter-mixing in the event of an accident or spill.

### **FIRE DEPARTMENT**

50. Jurisdiction. The above referenced project is under the jurisdiction of the Fontana fire Protection District (herein "Fire Department"). Prior to any construction occurring on any parcel, the applicant shall contact the Fire Department for verification of current fire protection requirements. All new construction shall comply with the current California Fire Code requirements and all applicable statutes, codes, ordinances, and standards of the Fire Department.

51. Fire Access Road Width. Prior to map recordation, all fire access roadways shall be designed to meet the requirements for this development and shall be approved by the Fire Department. All buildings shall have access provided by approved roads, alleys and private drives with a minimum twenty-six (26) foot unobstructed width and vertically to fourteen (14) feet six (6) inches in height. Buildings three (3) stories in height or more shall have a minimum access of thirty (30) feet unobstructed width and vertically to fourteen (14) feet six (6) inches in height. California Fire Code Chapter 5 & SBCoFD Standard A-1.

52. Turnaround. An approved turnaround shall be provided at the end of each roadway one hundred and fifty (150) feet or more in length. Cul-de-sac length shall not exceed six hundred (600) feet; all roadways shall not exceed a 12 % grade and have a minimum of nineteen (19) foot inside radius and a forty-five (45) foot outside radius for all turns. California Fire Code Chapter 5 & SBCoFD Standard A-1.

53. Street Signs. Approved temporary or permanent street signs shall be installed throughout the project prior any combustible materials being placed on the construction site. California Fire Code Chapter 5 & SBCoFD Standard A-2.
54. Fire Lanes. The applicant shall submit a site plan to the Fire Department for review and approval of all proposed signage and striping for all fire access roadways. All curbs adjacent to fire lanes shall be painted red and "No Parking, Fire Lane" signs shall be installed on public and private roads in accordance with approved standards. SBCoFD Standard A-2.
55. Water System Commercial. Prior to map recordation or lot line adjustment, all water supply systems shall be designed to meet the required fire flow for this development and shall be approved by the Fire Department. The required fire flow shall be determined by using Appendix BB of the California Fire Code. A minimum of one new six (6) inch fire hydrant assembly with two (2) two and one half (2 1/2) inch and one (1) four (4) inch outlet (4"x2.5"x2.5") shall be provided. All fire hydrants shall be spaced no more than three hundred (300) feet apart as measured along vehicular travel-ways. California Fire Code Chapter 5 & SBCoFD Standard W-2.  
The Fire Flow for this project shall be: 1625 GPM for a three-hour duration at 20 psi residual operating pressure. Fire Flow is based on a 13,401-15,601 Square Foot structure.
56. Hydrant Marking. Blue reflective pavement markers indicating fire hydrant locations shall be installed as specified by the Fire Department. SBCoFD Standard W-2.
57. Water Improvement Plan: The applicant shall submit "Water Improvement Plans" to Fontana Fire Prevention. W.I.P. to include site plan, existing & proposed PUBLIC fire hydrant locations, building construction type and largest building square footage. Once approved by Fire Department, applicant will provide stamped/approved W.I.P to water purveyor for their construction needs. ON-SITE PRIVATE FIRE WATER SUPPLY SHALL BE INSPECTED AND IN WORKING CONDITION PRIOR TO PLACING COMBUSTIBLE MATERIALS ON THE JOBSITE. California Fire Code Chapter 5.
58. Combustible Protection. Prior to combustibles being placed on the project site an approved paved roadway providing fire access and fire hydrants providing an acceptable fire flow shall be installed. California Fire Code Chapter 5.
59. Fire Sprinkler-NFPA #13D. An automatic life safety fire sprinkler system complying with NFPA 13D and Fire Department standards is required. A fire sprinkler contractor shall submit three (3) sets of detailed plans with hydraulic calculations and manufacturer specification sheets to the Fire Department for approval. The required fees shall be paid at the time of plan submittal. California Fire Code Chapter 9 & SBCoFD Standard F-2.
60. Fire Sprinkler-NFPA #13R. An automatic fire sprinkler system complying with NFPA 13R and Fire Department standards is required. A fire sprinkler contractor

shall submit three (3) sets of detailed plans with hydraulic calculations and manufacturer specification sheets to the Fire Department for approval. The required fees shall be paid at the time of plan submittal. California Fire Code Chapter 9 & SBCoFD Standard F-3

61. Fire Alarm, Waterflow Monitoring. A water flow monitoring fire alarm system complying with the California Fire Code, NFPA and all applicable codes is required for fire sprinkler systems with twenty (20) sprinkler heads or more. A fire alarm contractor shall submit three (3) sets of detailed plans to the Fire Department for review and approval. The required fees shall be paid at the time of plan submittal. California Fire Code Chapter 9, NFPA 72 & SBCoFD Standard F-5.
62. Fire Extinguishers. Hand portable fire extinguishers are required. The location, type, and cabinet design shall be approved by the Fire Department. California Fire Code Chapter 9.
63. Commercial Addressing. Commercial, industrial, and multi-family developments of 100,000 sq. ft or less shall have the street address installed on the building with numbers that are a minimum eight (8) inches in height and with a one (1) inch stroke. The street address shall be visible from the street. During the hours of darkness, the numbers shall be electrically illuminated (internal or external). Where the building is two hundred (200) feet or more from the roadway, additional non-illuminated contrasting six (6) inch numbers shall be displayed at the property access entrances. California Fire Code Chapter 5 & SBCoFD Standard B-1 For Multi-Family Buildings.
64. Residential Addressing. The street address shall be installed on the building with numbers that are a minimum of four (4) inches in height and with a one half (½) inch stroke. The address shall be visible from the street. During the hours of darkness, the numbers shall be internally and electrically illuminated with a low voltage power source. Numbers shall contrast with their background and be legible from the street. Where the building is fifty (50) feet or more from the roadway, additional contrasting four (4) inch numbers shall be displayed at the property access entrances. California Fire Code Chapter 5 & SBCoFD Standard B-1 For Single Family Buildings
65. Illuminated Site Diagram. The applicant shall submit for review and approval a site diagram plan to the Fire Department. The applicant shall install at each entrance to a multi-family complex an illuminated diagrammatic representation of the complex, which shows the location of each unit and each fire hydrant. California Fire Code Chapter 5 & SBCoFD Standard B-1
66. Key Box. An approved Fire Department key box is required. The key box shall be provided with a tamper switch and shall be monitored by a Fire Department approved central monitoring service. California Fire Code Chapter 5 & SBCoFD Standard A-4

67. Security Gates. In commercial, industrial, and multi-family complexes, all swing gates shall have an approved fire department Knox Lock. Where an automatic electric security gate is used, an approved Fire Department override switch is required. California Fire Code Chapter 5 & SBCoFD Standard A-3
68. Secondary Access. The development shall have a minimum of two points of vehicular access during each phase of construction for fire and emergency access purposes and for evacuation routes. SBCoFD Standard A-1
69. Spark Arrestor. An approved spark arrestor is required. Every chimney that is used in conjunction with any fireplace or any heating appliance in which solid or liquid fuel are used, shall have an approved spark arrestor visible from the ground that is maintained in conformance with Fire Department requirements. California Fire Code Chapter 6.

#### **ENGINEERING DEPARTMENT**

70. The Project shall be served by the City's sanitary sewer system, all sewer facilities shall be constructed in accordance with the City Standards. Main trunk sewer line shall be in accordance with master sanitary sewer plan or as approved by the City Engineer.
71. The Applicant shall obtain design and plan approval from all utility providers having jurisdiction over the on-site and off-site utilities. Completion of all undergrounding of on-site and off-site utilities is required by Section 27-52 of the City Municipal Code and in accordance with plans and specifications approved by the City Engineer. Existing Southern California Edison (SCE) aboveground utility poles located along the east side of Knox Avenue not along the project frontage, and those along the eastern project boundary that directly service existing single-family homes, shall not be required to be undergrounded.
72. The Applicant shall maintain all improvements and utilities within the public right-of-way, including street sweeping, prior to issuance of final certificate of occupancy by the City.
73. The project shall be in compliance with all Public Works Conditions of Approval and requirements for maintenance of any public sewer and storm drain on private streets.
74. Knox Ave north of the cul-de-sac to South Highland Ave shall include curb, gutter, sidewalk, and new ac pavement on the west side of the centerline and 12' of ac pavement on the east side of the centerline or as approved by the City Engineer.

#### **PRIOR TO ISSUANCE OF GRADING PERMIT**

75. The Applicant shall submit and gain approval of a complete Water Quality Management Plan report in accordance with the County of San Bernardino Technical Guidance Document and latest template.
76. The Applicant shall submit and gain approval of a final drainage study prepared in accordance with the County of San Bernardino Hydrology Manual and Fontana Master Plan of Drainage.

PRIOR TO MAP RECORDATION

77. Applicant shall provide a Subdivision Improvement Agreement, with accompanying security. The agreement shall be executed on City-provided forms.
78. The Applicant shall submit a Community Facility District (CFD) maintenance map that meets Engineering requirements for size and format as required for the development showing the CFD boundary and maintenance requirements, obtain approval of the map and complete the first public hearing for formation of the CFD.

PRIOR TO ISSUANCE OF ANY OTHER CONSTRUCTION PERMITS

79. The Applicant shall record All map's, lot line adjustments, right-of-way dedications, easements, reciprocal access agreement as required for the development.
80. The Applicant shall submit engineered improvement plans and obtain full approval. All required public improvements, including but not limited to streets, storm drainage systems, sewers, traffic signals, streetlights, striping, signs, landscape, and any required traffic control and/or detour plans. For a full list of traffic requirements, refer to the Traffic Division's conditions of approval. All plans shall conform to City Standards and Specifications, and as approved by the City Engineer.

PRIOR TO ISSUANCE OF FINAL CERTIFICATE OF OCCUPANCY

81. Complete all public improvements required of the project. Underground utilities required of the project. Ensure streetlights are energized and operating properly.
82. The Applicant/Engineer to provide the City of Fontana with As Built/Record Drawings for all public improvement plans. The Applicant/Developer shall provide a copy of the streetlight electric bill.
83. Slurry seal roads effected by the development as directed by the inspector. Slurry seal limits may extend past the project frontage to address existing striping/pavement markings that conflicts with new striping/pavement markings, repair trenches, and other areas as determined by the inspector.

84. The Surveyor of Record shall provide centerline ties to the City of Fontana reflecting proper setting of all survey monuments within the project limits and replace any existing survey monuments damaged or removed during construction.
85. The Surveyor of Record shall set survey monuments as required by the map and corner records must be recorded with the County. The Surveyor of Record shall notify the City in writing that monuments have been set in accordance with the recorded subdivision map and he/she has been paid in full for doing so.
86. The Applicant/Landscape Architect shall provide a "Landscape Certificate of Compliance" certifying that the work has been designed, installed, and will be maintained in accordance with the City of Fontana's Model Water Efficiency Landscape Ordinance (Ordinance 1743, FCC Section 28).
87. All sewers shall be video inspected by applicant/contractor. Sewer video shall include clean-out connection, clean-out to lateral segment, lateral, and main line. Contractor performing the video inspection must have a NASSCO PACP, LACP, and MACP certification. Applicant shall provide a copy of the video on DVD or flash drive to inspection staff with an accompanying full report. Videos to be inspected and approved by City Inspector. If removal and replacement of any utility is required, a subsequent video of the repair will be required.
88. All storm drains shall be video inspected by applicant/contractor. Storm drain video shall include main lines and laterals. Applicant shall provide a copy of the video on DVD or flash drive to inspection staff. Videos to be inspected and approved by City Inspector. If removal and replacement of any utility is required, a subsequent video of the repair will be required.
89. The Applicant/Engineer of Record shall submit a conforming copy of the recorded Memorandum of Agreement for the Water Quality Management Plan and Storm Water Best Management Practices transfer. The Access, Maintenance, and the WQMP Certification for BMP Completion must be submitted to the City Project Engineer.

#### **PUBLIC WORKS DEPARTMENT**

90. All roadways providing access shall maintain a minimum width of thirty-six feet (36') measured from curb to curb inside of the public sewer and storm drain easement.
91. On-street parking shall not be permitted along designated access routes.
92. The roadway shall be designed and constructed to support the weight of Public Works maintenance vehicles, up to twenty (20) tons.
93. Applicant shall install access gates at all designated entry points.
94. Gates shall be constructed of tubular steel fencing or an approved alternate.

95. Each gate shall provide a minimum clear width of twelve feet (12') for equipment entry.
96. Gates shall swing inward or, if sliding style, be equipped with rollers for smooth operation.
97. Applicant shall provide the Public Works Department with gate access codes/keys before final certificate of occupancy and the development is accepted by the City of Fontana
98. Once the development is accepted the development must notify the Public Works Department immediately if any changes occur for gate codes or access at (909) 350-6760.
99. Project to provide up to date signage for owner/HOA contact information to allow for Public Works to Access easement area.
100. A hammerhead-style turnaround shall be constructed at the end of each roadway with no outlet or cul-de-sac that extends one hundred fifty feet (150') or more in length, to accommodate Public Works maintenance equipment.

### **TRAFFIC DEPARTMENT**

101. Project ingress and egress locations and restrictions shall be as follows, with additional or lesser restrictions being necessitated subject to changes in the site plan and approval of the City Engineer:
  - A. The Project may have a single ingress/egress point along Walnut Street which may allow for full access (i.e., left- and right-turning inbound and outbound) movements.
  - B. The Project may have a single ingress/egress point along Knox Avenue which may allow for full access (i.e., left- and right-turning inbound and outbound) movements.
  - C. Where emergency vehicle access to the public Right-of-Way is required or provided, such access points shall be designed and constructed to permit emergency vehicle ingress/egress only. Regular ingress/egress shall not be permitted at emergency vehicle access points.
102. Left-turn ingress and/or egress at all access locations may be restricted in the future due to traffic operational or safety concerns. Alternatives to such restrictions may be considered, subject to approval of the City Engineer.

103. All gated ingress locations which do not provide adequate space within the Project site for the design vehicle to turn around shall be designed so that the gate position as either opened or closed is visible to drivers in the public Right-of-Way. At no time shall the design and gating of Project driveways require vehicles to reverse into a travel lane in the public Right-of-Way in order to depart or turn around. This requirement may be excluded if the gate is manned with personnel who may permit an errant driver to enter the site in order to turn around and depart.
104. Intersection sight distance and stopping sight distance must be shown to meet the required standards both horizontally and vertically at all ingress/egress locations including consideration for walls, landscaping, grading, and vegetation. Sight distances shall comply with current AASHTO requirements.
105. The site plan shall identify the on-site vehicular traffic flow patterns and circulation, on-site signing and striping, and any restricted, reserved, or other pre-designated parking areas.
106. The Applicant shall reconstruct the raised median along Walnut Street to provide a 150-foot left-turn lane west of the Walnut Street driveway and a 25-foot two-way left-turn lane east of the Walnut Street driveway.
107. The signal shall be operational at the time of the Project's first issuance of an occupancy permit. If prior to the first issuance of an occupancy permit, the applicant selects to provide, and is able to receive approval of, a supplemental analysis that indicates the signal being operational may be deferred to a later occupancy threshold while maintaining the appropriate Level of Service at the intersection, such a deferral may be granted subject to the approval of the City Engineer. The traffic signal shall be in operation no later than the issuance of the 150th occupancy permit for the project, calculated as the cumulative total of both single-family and multi-family dwelling unit occupancy permits, regardless of any supplemental analysis.
108. The project shall coordinate with the City Traffic Engineer to conduct a signal timing and coordination analysis for the intersection of Citrus Avenue and Highland Avenue.
  - A. The analysis shall include the collection of the appropriate data, analysis of signal timing and performance, and preparation of recommendations.
  - B. The effort will include the preparation of signal timing plans for implementation, subject to the approval of the City Engineer.
  - C. Where signals are encountered that are owned and/or operated by agencies other than the City of Fontana, the project shall coordinate with

those agencies and prepare the required material in order to implement any signal timing changes.

D. Where recommended changes will require equipment or infrastructure modifications or new installation, the Project shall be responsible for the design, construction, and implementation of such, subject to the approval of the City Engineer.

109. The Applicant shall provide a striping and signing plan for all roadway improvements, subject to the approval of the City Engineer as part of the approval of the street improvement plans.

110. The Applicant shall pay the applicable Development Impact Fees in the amount that is in effect at the time such fees are to be collected.

111. The location of bicycle parking shall be depicted on the site plan. Bicycle parking shall comply with the Association of Pedestrian and Bicycle Professionals' bicycle parking guidance.

112. The site plan shall identify all pedestrian access ways and traffic crossings. Crossings shall be clearly marked, lighted, and identified throughout the interior of the project. Pedestrian walkways shall have sufficient pathway lighting.

**END OF CONDITIONS OF APPROVAL**

**ORDINANCE NO. 1977**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA APPROVING, PURSUANT TO A MITIGATED NEGATIVE DECLARATION, ZONING DISTRICT MAP AMENDMENT NO. 24-0004 TO CHANGE THE ZONING MAP FOR THE PROJECT SITE FROM MULTI-FAMILY MEDIUM/HIGH RESIDENTIAL TO MULTI-FAMILY RESIDENTIAL FOR 35 PARCELS, IDENTIFIED AS ASSESSOR PARCEL NUMBERS 0228-051-01, -14, -15, -16, -17, -19, -20, AND -21; 0228-052-01, -25, -26, AND -27, 0228-061-02 THROUGH -14, -16, -17, -18, -20 THROUGH -25, AND 0228-311-05, TOTALING 31.0 GROSS ACRES.**

**WHEREAS**, on October 8, 1981, Assessor Parcel Numbers (“APNs”) 0228-051-01, -14, -15, -16, -17, -19, -20, and -21; 0228-052-01, -25, -26, and -27, 0228-061-02 through -14, -16, -17, -18, -20 through -25, and 0228-311-05 were annexed from San Bernardino County into the City of Fontana (“Project Site”); and

**WHEREAS**, on November 13, 2018, the most recent edition of the City of Fontana General Plan (“General Plan”) was adopted by the Fontana City Council (“City Council”) and the City of Fontana Housing Element was adopted by the City Council on February 8, 2022; and

**WHEREAS**, on September 11, 2024, the City of Fontana (“City”) received an application from Diversified Pacific Communities (“Applicant”) for the Project Site for a General Plan Amendment (“GPA No. 24-0004”), Zoning District Map Amendment (“ZCA No. 24-0004”), Tentative Tract Map (“TTM No. 24-0009”), Conditional Use Permit (“CUP No. 24-0023”), and Design Review (“DRP No. 24-0031”), to change the General Plan land use designation from Multi-Family Medium/High (R-MFMH) to Multi-Family Residential (R-MF), amend the Zoning District Map from Multiple-Family Medium/High (R-4) to Multiple-Family Residential (R-3), subdivide multiple parcels to establish a condominium map for the Project Site, establish a planned unit development (PUD) within an R-3 zone, and review the architecture and site design for the development of 393 multi-family units (condominium), at the Project Site which is comprised of approximately 31.0 gross acres. Together, all of the requested entitlements constitute Master Case Number (“MCN No. 24-0060”); and

**WHEREAS**, the amendments to the Zoning District Map will contribute to additional residential dwelling units that will provide a sustainable community where future occupants of the Project Site could live and utilize the services in the area as anticipated in the General Plan; and

**WHEREAS**, the amendment to the Zoning District Map will contribute to a balanced and diverse neighborhood with associated amenities and services, as well as contribute to an infrastructure that will support a qualified workforce and attract business; and

**WHEREAS**, the Zoning District Map Amendment is considered a “Project” as

defined by the California Environmental Quality Act (CEQA); and

**WHEREAS**, pursuant to the California Environmental Quality Act (Public Resources Code §21000 et seq.) and the State CEQA Guidelines (California Code of Regulations, Title 14, §15000 et seq.) (“CEQA”), a Mitigated Negative Declaration (“MND”) analyzing all potential impacts of the Project was prepared for the City’s consideration as lead agency under State CEQA Guidelines section 15063; and

**WHEREAS**, the MND indicated that all potential environmental impacts from the project would be less than significant with the incorporation of the identified mitigation measures in the Mitigation Monitoring and Reporting Program (“MMRP”); and

**WHEREAS**, the Draft MND was prepared in accordance with CEQA and circulated for public review and comment between October 17, 2025 to November 18, 2025 by: (1) filing a Notice of Intent to Adopt a Mitigated Negative Declaration (“NOI”) with the State Clearinghouse; (2) filing a NOI with the San Bernardino County Clerk; (3) placing a NOI in the Sun, a newspaper of general circulation; (4) mailing a NOI to various interested persons, agencies and tribes; and (5) posting a NOI on the City’s website; and

**WHEREAS**, copies of the Draft MND were available during the public review period at City Hall and on the City’s website; and

**WHEREAS**, pursuant to Public Resources Code section 21081.6 and State CEQA Guidelines section 15074(d), the MMRP has been prepared and includes mitigation measures for biological resources and cultural resources; and

**WHEREAS**, on November 28, 2025, a notice of the public hearing was published in The Herald newspaper and simultaneously displayed at City Hall and at the Project Site; and

**WHEREAS**, the owners of property within 660 feet of the Project Site were notified via public hearing notice mailer prior to the public hearing; and

**WHEREAS**, on November 18, 2025, the Fontana Planning Commission (“Planning Commission”) conducted a publicly noticed hearing and received public testimony and evidence presented by the Applicant, City staff, and other interested parties, at the public hearing held on the project, specifically its MND, MMRP and MCN No. 24-0060, and recommended approval with a vote of 4-0 to the Fontana City Council (“City Council”) by Resolution PC No. 2025-044; and

**WHEREAS**, on December 9, 2025, the City Council conducted a noticed public hearing on the project, specifically its MND, MMRP, and MCN No. 24-0060 and received testimony from all parties and documentation from the Planning Commission’s public hearing on November 18, 2025; and

**WHEREAS**, on December 9, 2025, the City Council, per Resolution 2025-\_\_\_\_\_, adopted the MND along with the MMRP for the project; and

**WHEREAS**, based on the evidence and testimony presented to the City Council at public hearing held on December 9, 2025, for the project, MND, MMRP and MCN No. 24-0060, the City Council found that the project is in conformance with the goals and policies of the General Plan as referred herein; and

**WHEREAS**, all of the notices required by statute and the Fontana Municipal Code (“FMC”) have been given as required; and

**WHEREAS**, the City wishes to protect and preserve the quality of life throughout the City, through effective land use and planning; and

**WHEREAS**, all other legal prerequisites to the adoption of this Ordinance have occurred.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:**

**Section 1.** Recitals. The above recitals are true, correct and incorporated herein by reference.

**Section 2.** CEQA. The City Council has reviewed and considered the Initial Study (“IS”), MND, and MMRP, any oral or written comments received, and the administrative record prior to making any decision on the proposed project. The City Council finds that the IS/MND and MMRP contain a complete and accurate reporting of all the environmental impacts associated with the project. The City Council finds that the MND and MMRP have been completed in compliance with the State CEQA Guidelines and Section 6.21 of the City of Fontana’s 2019 Local Guidelines for Implementing CEQA.

a. The City Council has reviewed and considered the information contained in the Final MND and the administrative record, including all written and oral evidence presented to it, and the City Council finds based on its independent review and analysis: (i) that the Final MND was prepared in compliance with CEQA; and (ii) that, based on the imposition of mitigation measures, there is no substantial evidence in the administrative record supporting a fair argument that the Project may have a significant effect on the environment. The City Council finds that the Final MND contains a complete, objective, and accurate reporting of the environmental impacts associated with the project and reflects the independent judgment and analysis of the city. As well the City Council finds that no new significant environmental impacts have been identified in the Final MND and any changes to the Final MND in response to comments or otherwise do not constitute substantial revisions requiring recirculation under State CEQA Guidelines section 15073.5.

b. The City Council has also reviewed and considered the MMRP for the project that has been prepared pursuant to the requirements of Public Resources Code

Section 21081.6 and finds that such MMRP is designed to ensure compliance with the mitigation measures during project implementation.

c. **Adoption of MND.** Pursuant to Public Resources Code section 21080, subdivision (c)(2), the City Council adopts the Final IS/MND prepared for the project.

d. **Approval of MMRP.** Pursuant to Public Resources Code section 21081.6, the City Council approves the MMRP, which was prepared for the project and make it a condition of project approval and is attached hereto.

e. **Notice of Determination.** The City Council directs staff to file a Notice of Determination with the San Bernardino County Clerk and the Office of Planning and Research within five (5) working days of approval of the project.

**Section 3. Zoning District Map Amendment Findings.** The City Council hereby makes the following findings for ZCA No. 24-0004 in accordance with Section 30-40 "Purpose" of the Fontana Zoning and Development Code:

**Finding:**                    **The Zoning and Development Code may be amended by changing the development standards (text) or zoning designation map boundaries of any zone whenever such an amendment is deemed necessary to protect or promote the public's health, safety, or general welfare or when modification is viewed as appropriate in the context of generally accepted planning principles, surrounding land uses, and the General Plan.**

**Findings of Fact:**        ZCA No. 24-0004 will change the zoning for the Project Site from Multi-Family Medium/High Residential (R-4) to Multi-Family Residential (R-3) to accommodate the development of 393 multi-family residential units. This project will introduce a well-designed community featuring modern, high quality architecture and landscaping. This type of development is appropriate in the context of generally accepted planning principles, surrounding land uses and the General Plan because it enhances the surrounding area with an attractive street scene and high-quality landscaping. This zone change will promote the public's health, safety, and general welfare.

The zoning district map amendment is consistent with the goals and policies of the Housing Element in the General Plan. In particular, the project aligns with the following goals of the Housing Element:

- Provide adequate housing to meet the needs of all residents in Fontana.

- Provide a high standard of quality in existing affordable housing stock.

Furthermore, the project will meet the following policies of the Housing Element of the General Plan:

- Goal No.1, Policy No. 1.1, by providing a “Establish a range of rental and for sale housing opportunities in the city” and
- Goal No. 1, Policy No. 1.3 – “Promote the development and access to housing affordable to all income levels in Fontana.”

The amendment will present an opportunity for development of a wider variety of housing types for residents.

**Section 4. Approval.** Based on the foregoing, the City Council hereby approves ZCA No. 24-0004 to redesignate the Project Site from Multi-Family Medium/High Residential (R-4) to Multi-Family Residential (R-3) as shown as **Exhibit “A”** attached hereto and incorporated herein by reference as fully set forth herein.

**Section 5. Effective Date/Publication.** This Ordinance shall take effect thirty (30) days after the date of the adoption and prior to the expiration of fifteen (15) days from the passage thereof, shall be published by the City Clerk at least once in the Fontana Herald News, a local newspaper of the general circulation, published and circulated in the City of Fontana, and henceforth and thereafter the same shall be in full force and effect.

**Section 6. Custodian of Records.** The documents and materials that constitute the record of proceedings on which this Ordinance is based are located at the City Clerk’s office located at 8353 Sierra Avenue, Fontana, CA 92335. The custodian or records is the City Clerk.

**Section 7. Certification.** The City Clerk of the City Council shall certify to the adoption of this Ordinance.

**Section 8. Severability.** If any provision of this Ordinance or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application.

**APPROVED AND ADOPTED** this 27th day of January 2026.

**READ AND APPROVED AS TO LEGAL FORM:**

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City Attorney

Ordinance No. 1977

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Ordinance is the actual Ordinance adopted by the City Council and was introduced at a regular meeting on the 9th day of December 2025, and was finally passed and adopted not less than five days thereafter on the 27<sup>th</sup> day of January 2026, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
City Clerk of the City of Fontana

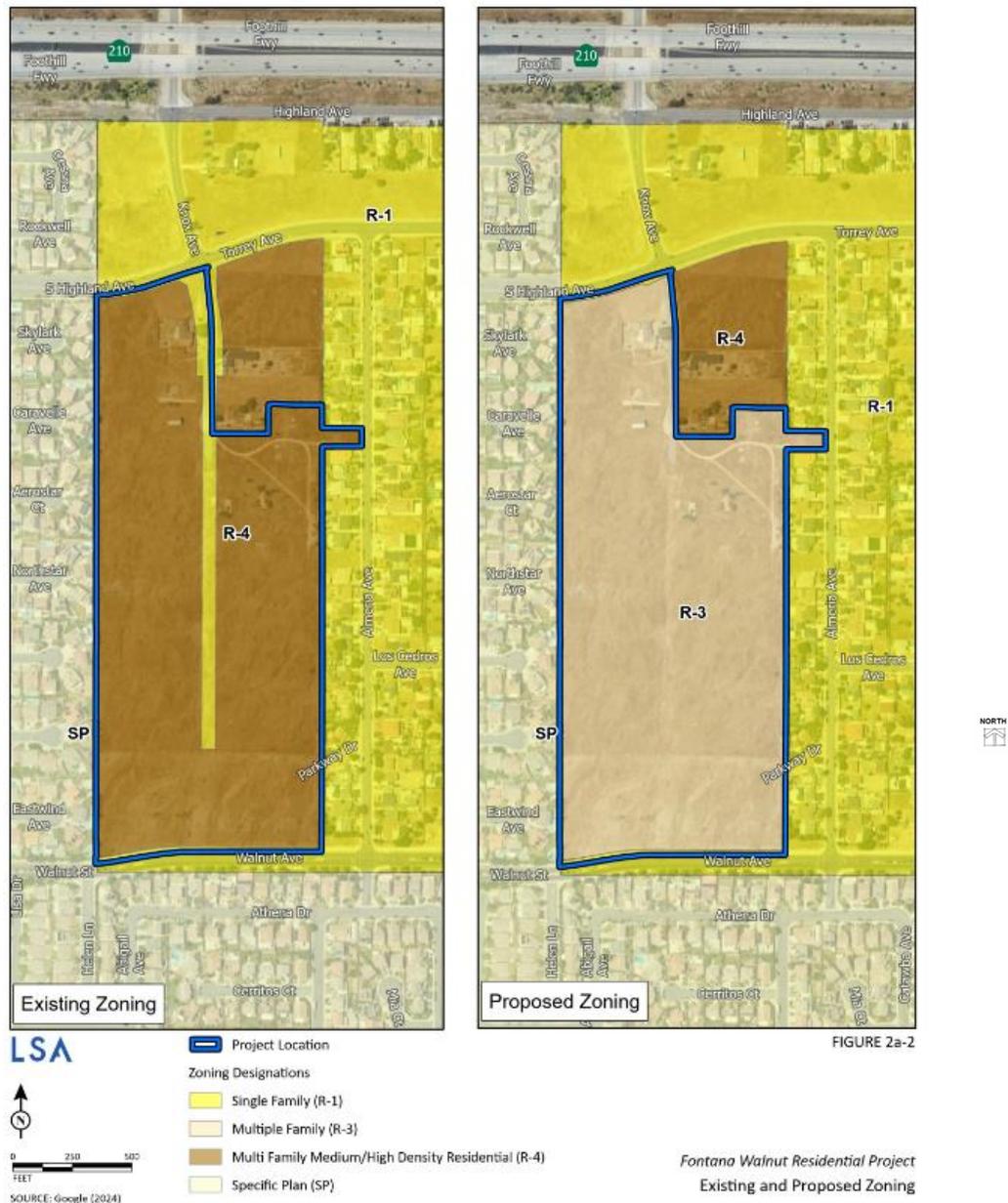
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Mayor of the City of Fontana

**ATTEST:**

\_\_\_\_\_  
City Clerk

**“EXHIBIT A”**

EXISTING AND PROPOSED ZONING LAND USE DESIGNATION - FOR THE ENTIRE PROJECT SITE COMPRISED OF THIRTY-FIVE PARCELS (APNS: 0228-051-01, -14, -15, -16, -17, -19, -20, AND -21; 0228-052-01, -25, -26, AND -27, 0228-061-02 THROUGH -14, -16, -17, -18, -20 THROUGH -25, AND 0228-311-05) FROM MULTI-FAMILY MEDIUM/HIGH RESIDENTIAL (R-4) TO MULTI-FAMILY RESIDENTIAL (R-3).





# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### Planning Commission

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**File #:** 25-0659  
**Agenda #:** PH-B

**Agenda Date:** 11/18/2025  
**Category:** Public Hearing

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**FROM:**

Planning Department

**TITLE:**

Master Case No. (MCN) 24-0060: General Plan Amendment (GPA) No. 24-0004, Zoning District Map Amendment (ZCA) No. 24-0004, Tentative Tract Map No. 24-0009 (TTM No. 20712), Conditional Use Permit (CUP) No. 24-0023, and Design Review (DR) No. 24-0031; a request to change the General Plan Land Use Designation from Multi-Family Medium/High (R-MFMH) to Multi-Family Residential (R-MF), a request to change the zoning designation from Multi-Family Medium High Residential (R-4) to Multi-Family Residential (R-3), a request to subdivide 35 parcels to establish a condominium map and abandon a portion of Knox Avenue, a request to create a Planned Unit Development (PUD), and a request for site and architectural review of , a new 393 multi-family unit development with associated improvements on approximately 31.0 gross acres, located at APNs: 0228-051-01, -14, -15, -16, -17, -19, -20, and -21; 0228-052-01, -25, -26, and -27, 0228-061-02 through -14, -16, -17, -18, -20 through -25, and 0228-311-05, pursuant to an Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program.

**RECOMMENDATION:**

Based on the information contained in the staff report and subject to the attached Findings and Conditions of Approval, staff recommends that the Planning Commission adopt Resolution No. PC 2025 - \_\_\_\_\_, and forward a recommendation to the City Council to:

1. Adopt the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring Program (MMRP), and direct staff to file a Notice of Determination; and
2. Adopt a resolution approving General Plan Amendment (GPA) No. 24-0004, and
3. Adopt an ordinance approving Zoning District Map Amendment (ZCA) No. 24-0004, and
4. Adopt a resolution approving Tentative Tract Map (TTM) No. 24-0009 (TTM No. 20712), Conditional Use Permit (CUP) No. 24-0023, and Design Review (DRP) No. 24-0031

**APPLICANT:**

Diversified Pacific Communities  
10621 Civic Center Drive  
Rancho Cucamonga, CA 91730

**LOCATION:**

The project site is located north of Walnut Avenue, west of Almeria Avenue, south of South Highland Avenue, and at the terminus of Knox Avenue (APNs: 0228-051-01, -14, -15, -16, -17, -19, -20, and -21; 0228-052-01, -25, -26, and -27, 0228-061-02 through -14, -16, -17, -18, -20 through -25, and

0228-311-05).

**REQUEST:**

General Plan Amendment (GPA) No. 24-0004 - A request to change the General Plan Land Use Designation of APNs: 0228-051-01, -14, -15, -16, -17, -19, -20, and -21; 0228-052-01, -25, -26, and -27, 0228-061-02 through -14, -16, -17, -18, -20 through -25, and 0228-311-05 from Multi-Family Medium/High Residential (R-MFMH) to Multi-Family Residential (R-MF) to allow for the development of 393 multi-family residential units.

Zoning District Map Amendment (ZCA) No. 24-0004 - A request change the land use zoning of APNs: 0228-051-01, -14, -15, -16, -17, -19, -20, and -21; 0228-052-01, -25, -26, and -27, 0228-061-02 through -14, -16, -17, -18, -20 through -25, and 0228-311-05 from Multi-Family Medium High Residential (R-4) to Multi-Family Residential (R-3) to accommodate the development of 393 multi-family residential units.

Tentative Tract Map No. 24-0009 (TTM No. 20712) - The proposed Tentative Tract Map No. 24-0009 will subdivide 35 parcels to establishment of condominium map and abandon a portion of Knox Avenue for the development of 393 multi-family units.

Conditional Use Permit (CUP) No. 24-0023 - A request to form a Planned Unit Development (PUD) for a 393 multi-family residential unit development within an R-3 zone.

Design Review (DR) No. 24-0031 - A request to review architecture, site design and associated improvements for a new 393 multi-family unit development with site improvements, on approximately 31.0 gross acres.

**PROJECT PLANNER:**

Alexia Barberena, Associate Planner

**BACKGROUND INFORMATION:**

Land Use Table:

|               | General Plan  | Zoning/Overlay  | Existing Land Use              |
|---------------|---|---|--------------------------------|
| <b>Site:</b>  | Multi-family Medium High Residential (R-MFMH)                           | Multi -family Medium High Residential (R-4)                               | Vacant                         |
| <b>North:</b> | Multi-family Medium High Residential / Single-Family Residential (R-SF) | Multi-family Medium High Residential (R-4) / Single-Family (R-1)          | Vacant Parcels and Residential |
| <b>South:</b> | Residential Planned Community (R-PC)                                    | Low Density Residential District of the Rancho Fontana Specific Plan (SP) | Residential                    |
| <b>East:</b>  | Single-Family Residential (R-SF)  | Single-Family (R-1)   | Residential                    |

|              |                                      |  |             |
|--------------|--------------------------------------|--|-------------|
| <b>West:</b> | Residential Planned Community (R-PC) | California Landings Specific Plan (SP) | Residential |
|--------------|--------------------------------------|--|-------------|

**PROJECT DESCRIPTION:**

- A. Project Area: Approximately 31.0 gross acres
- B. Proposed Units: 393
- C. Proposed Density: 12.8 dwelling units per acre
- D. Building Analysis:

| Architectural Style           | Home Style   | Square Foot Range | # Bedrooms | # of Units |
|-------------------------------|--|-------------------|------------|------------|
| <b>Attached Townhomes</b>     | Spanish, w/2 color schemes for each style                        | 1,393 to 1,855 SF | 2 to 4     | 177        |
| <b>Detached Cluster Units</b> | Spanish, Cottage, Farmhouse w/3 color schemes for each style     | 1,690 to 1,936 SF | 3 to 4     | 103        |
| <b>Detached Motor Court</b>   | Spanish, Cottage, Farmhouse, with 3 color schemes for each style | 1,688 to 1,960 SF | 3 to 4     | 113        |

**E. Parking Analysis:**

- Required: 786 spaces
- Provided: 786 spaces
- Guest Spaces Required: 226 spaces
- Guest Spaces Provided: 226 spaces

**F. Landscaping:**

- Required: 202,515 square feet (15 percent)
- Provided: 204,980 square feet (15.8% percent)

**ANALYSIS:**

The applicant, Diversified Pacific Communities, is requesting that the Planning Commission review and forward a recommendation of approval to the City Council for a General Plan Amendment, Zoning District Map Amendment, Tentative Tract Map, Conditional Use Permit, and Design Review to facilitate the construction of a 393-unit multi-family development and associated site-improvements on approximately 30.99 gross acres.

**General Plan Amendment (GPA) No. 24-0004**

General Plan Amendment (GPA) No. 24-0004 is a request to change the General Plan Land Use Designation of APNs: 0228-051-01, -14, -15, -16, -17, -19, -20, and -21; 0228-052-01, -25, -26, and -27, 0228-061-02 through -14, -16, -17, -18, -20 through -25, and 0228-311-05 from R4 Multi-Family Medium/High Residential (R-MFMH, 24.1 - 39 dwelling units per acre) to R3 Multi-Family Residential

(R-MF, 12.1 - 24 dwelling units per acre). The amendment would allow the development of multi-family dwellings at a lower density on the project site.

This development will help to alleviate the state-identified housing shortage in California and will contribute to more diversity of housing types within the City

The proposed amendment is consistent with the City's General Plan Housing Element goal of providing adequate housing to meet the needs of all residents in Fontana. Furthermore, the proposed project will meet the following policies of the General Plan Housing Element:

- Goal No. 1, Policy No. 1.1: "Establish a range of rental and for sale housing opportunities in the city"; and
- Goal No. 1, Policy No. 1.3 - "Promote the development and access to housing affordable to all income levels in Fontana."

**Zoning District Amendment (ZCA) No.24-0004:**

The proposal will amend the zoning district map from R-4 (Multi-Family Medium/High Residential, 24.1 - 39 dwelling units per acre) to R-3 (Multi-Family Residential, 12.1 - 24 dwelling units per acre). The amendment would allow the development of multi-family dwellings at a lower density on the project site of APNs: 0228-051-01, -14, -15, -16, -17, -19, -20, and -21; 0228-052-01, -25, -26, and -27, 0228-061-02 through -14, -16, -17, -18, -20 through -25, and 0228-311-05, approximately 31.0 gross acres. The Zoning District Map amendment would ensure that zoning for the project site is consistent across the subject areas, as well as consistent with the proposed General Plan Amendment.

**Tentative Tract Map No. 24-0009 (TTM No. 20712):**

The proposed Tentative Tract Map 24-0009 will subdivide 35 residential parcels for the establishment of a condominium map for the development of 393 multi-family units. Each dwelling unit will be sold separately, and a homeowner's association will be created for the maintenance of all common areas, including the amenities and landscaping.

Additionally, as part of the tentative tract map, Tentative Tract Map No. 20712 includes the abandonment of a portion of Knox Avenue. The purpose of this abandonment is to facilitate the efficient development of the property directly supporting the creation of new housing units. This aligns with the vision set forth in the City's General Plan Chapter 5 (Housing), which seeks a housing stock that meets the needs of families and individuals at every stage of life and all income levels through the promotion of various housing types. In accordance with Government Code Section 65402, staff finds that the proposed abandonment is conformity with the General Plan.

**Conditional Use Permit (CUP) No. 24-0023:**

The Project is seeking to form a Planned Unit Development (PUD) within a Multi-Family Residential (R-3) zone. The purposes of a PUD are to encourage a more desirable living environment by application of modern site planning and to encourage the use of greater open space and amenities for visual enjoyment and recreational use. The proposed PUD will help create a desirable living environment for future residents by allowing developers to achieve the required density in a creative building arrangement, while also providing quality amenity space that would not necessarily be permitted with the strict application of the current Development Code. The project will include 177

attached townhomes, 103 detached cluster units, and 113 detached motor court units. The developer has arranged the three building types with allowable building setback reductions and reduced distance between buildings as allowed in Section No. 30-326 (Development Regulations) for Planned Unit Developments (PUDs). Additionally, Section 30-444(10)(c) requires a minimum of five (5) amenities. This project is providing ten (10) different types of amenities. The resulting site plan provides both additional housing along with greater amenities as envisioned by the planned unit development regulations.

**Design Review (DRP) No. 24-0031:**

The Design Review Project requests review and approval of the architecture, site design and associated improvements for a new 393 multi-family unit development with site improvements on approximately 31.0 gross acres. The proposed development will comply with the standards set in the Planned Unit Development section and all other sections of the Fontana Zoning and Development Code. No unit will exceed the maximum height of 55 feet. The maximum lot coverage, height, unit sizes, and all applicable development standards will comply with those specified in the Fontana City Code.

The applicant proposes three architectural styles that include Spanish, Cottage, and Farmhouse. The architectural features of the three style buildings will feature an exterior light neutral color tone palette with light blue and dark brown accents on some styles. The architectural home styles include concrete tile roof, concrete flat tile roofs, shutters, stucco exterior, board and batten, metal sectional garage doors, vinyl windows, brick veneer, and exterior decorative lighting.

Project site amenities will include an approximately 1,659 square foot recreational building with a gathering space. The gated amenity area will include a pool (58' x 30'), and spa (10' x 14'), cabanas, fire pits with lounge seating and BBQ areas with shaded sitting lounging areas. Outside of the main amenity area will be two tot lots, additional BBQ and picnic areas, a 60' x 12' bocce ball court and cornhole, multiple large open grass areas, four parks, and a paseo with outdoor fitness stations. By allowing the Planned Unit Development (PUD), the site is providing more amenities than normally required. Section 30-444(10)(c) requires five (5) amenities, and this development is providing ten (10) types of amenities.

The variations to the building's faces, varying roof lines and building's height ranging from 23 feet to just under 28 feet high, will make the project architecturally pleasing and will be complementary with the surrounding area.

The Project includes associated on and off-site improvements including grading, parking spaces, undergrounded utilities, curb and gutter, new landscaping, enhanced paving, and lighting. In addition, the project will provide a new public sidewalk along South Highland Avenue and on the west side of Knox Avenue. There is an existing public sidewalk along Walnut Avenue that will remain as is.

The proposal has been designed to be compatible with surrounding residential uses. The project site is physically suitable in size and shape to support the development of the multi-family residential project. Applicable building codes, zoning codes and fire codes and standards will be met and make for a safe, attractive, and well-designed project. The project design incorporates safety measures for automobiles and pedestrians in the area.

Grading/Walls:

The topography of the Project Site is relatively flat. The existing drainage pattern flows from the northwest to the southwest with the drainage pattern to direct the water to the south into multiple underground infiltration/detention chamber systems installed as part of the project. There are proposed storm drains along Walnut Avenue to catch any excess water runoff.

The project site will be a gated community. A new 6-foot-high block wall with pilasters is proposed on the east, south, and north property boundary. The existing 6-foot-high block wall will remain along the westerly property boundary. A condition of approval as part of the design review (Condition No. 22) has been added requiring the developer to maintain the height of the existing westerly 6-foot-high block wall after grading is complete.

Site Access/Circulation/Parking:

Vehicle access to the Project Site will be provided by a gated entry off Knox Avenue with a second gated access off Walnut Avenue. The internal circulation has been reviewed by the Planning, Building and Safety, Fire, Traffic, and Engineering Departments and found to be sufficient to support this type of use.

Environmental:

An Initial Study (IS), Mitigated Negative Declaration, and Mitigation Monitoring and Reporting Program (MMRP)

<https://fonopengislayers.fontana.org/WebLink/Browse.aspx?id=1824790&dbid=0&repo=FontanaRecords>

has been prepared for this Project pursuant to the California Environmental Quality Act (CEQA) and the 2019 Local Guidelines for Implementing CEQA. The IS concluded that no impacts would be caused by the Project, therefore, a Mitigated Negative Declaration, and Mitigation Monitoring and Reporting Program and a Notice of Determination have been prepared for the Planning Commission's consideration.

In addition the 393 multi-family condominium unit development project with the request to amend the General Plan land use designation from R-MFMH (Multi-Family Medium/High Residential) to R-MF (Multi-Family Residential), and zoning from R-4 (Multi-Family Medium/High Residential) to R-3 (Multi-Family Residential), The IS/MND project description includes a request to increase densities by upzoning two off-site properties (APNs: 0194-391-20 and 0256-131-16) from Residential Planned Community (R-PC) to Multi-Family Medium High Residential (R-MFMH). The request was intended to replace the loss of units identified for the city's Regional Housing Needs Allocation (RHNA) numbers due to the loss of density from the proposed general plan amendment. However, the City has a sufficient buffer of units at the R-4 density range to support the project (excess RHNA units in its Housing Element), therefore an adequate buffer exists for this project. As a result and based on concerns expressed by the upzone site property owners the City is not currently moving forward with the off-site upzone properties. Additionally, this project is not required to comply with SB330 upzoning requirements because the existing R-4 zoning was not in place on or before January 1, 2018.

The IS/MND prepared for this project is still adequate for the 393-multi-family unit development project and the associated General Plan and Zoning District Map amendment requests. The overall project effect will be less than anticipated in the IS/MND.

**MOTION:**

Approve staff's recommendation.

**ATTACHMENTS:**

- Attachment No. 1 - Vicinity Map
- Attachment No. 2 - Existing and Proposed General Plan Land Use Designation
- Attachment No. 3 - Existing and Proposed Zoning District
- Attachment No. 4 - Project Plans
- Attachment No. 5 - Planned Unit Development Document
- Attachment No. 6 - Planning Commission Resolution, and Conditions of Approval
- Attachment No. 7 - Notice of Determination
- Attachment No. 8 - Public Hearing Notice



Project Site



# VICINITY MAP

**DATE:** November 18, 2025

**CASE:** Master Case No. 24-0060  
General Plan Amendment No. 24-0004  
Zoning District Map Amendment No. 24-0004  
Tentative Tract Map No. 24-0009  
Conditional Use Permit No. 24-0023  
Design Review No. 24-0031

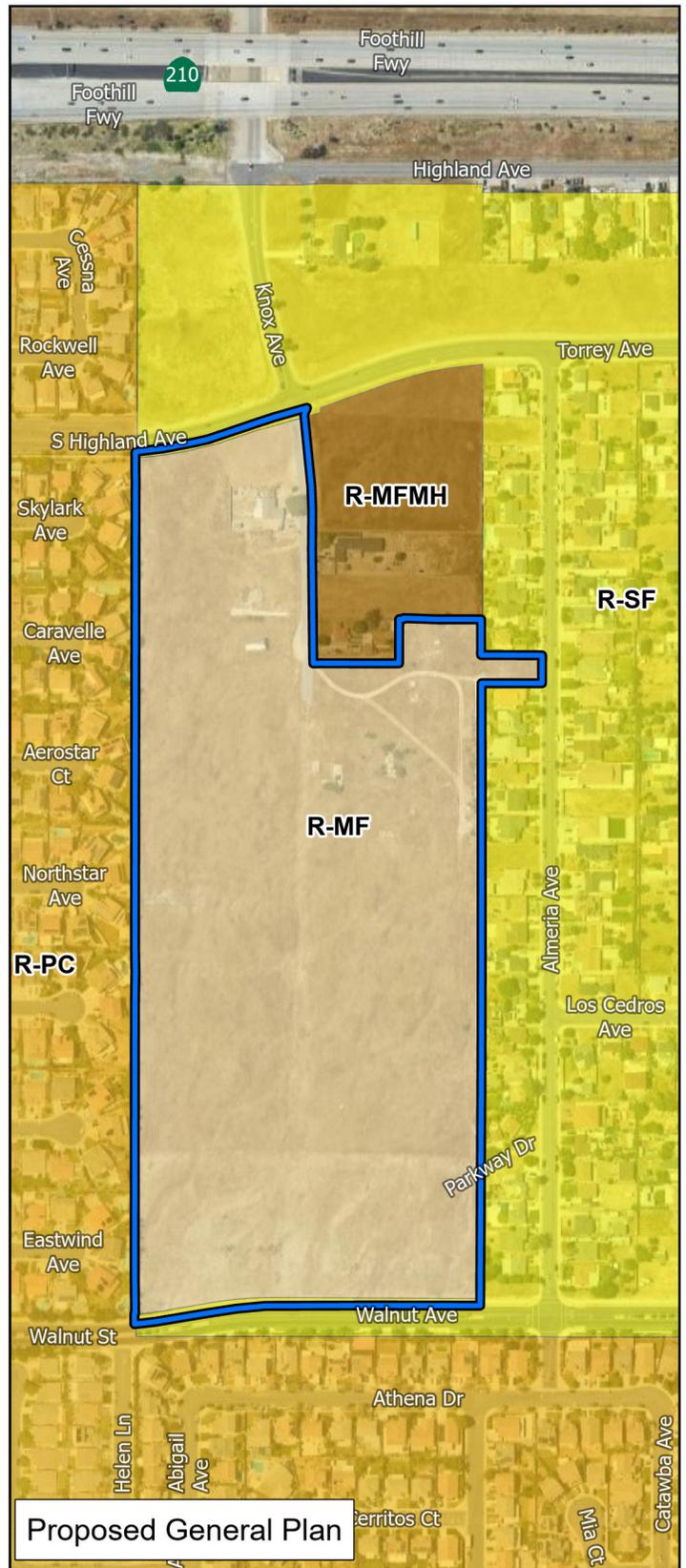
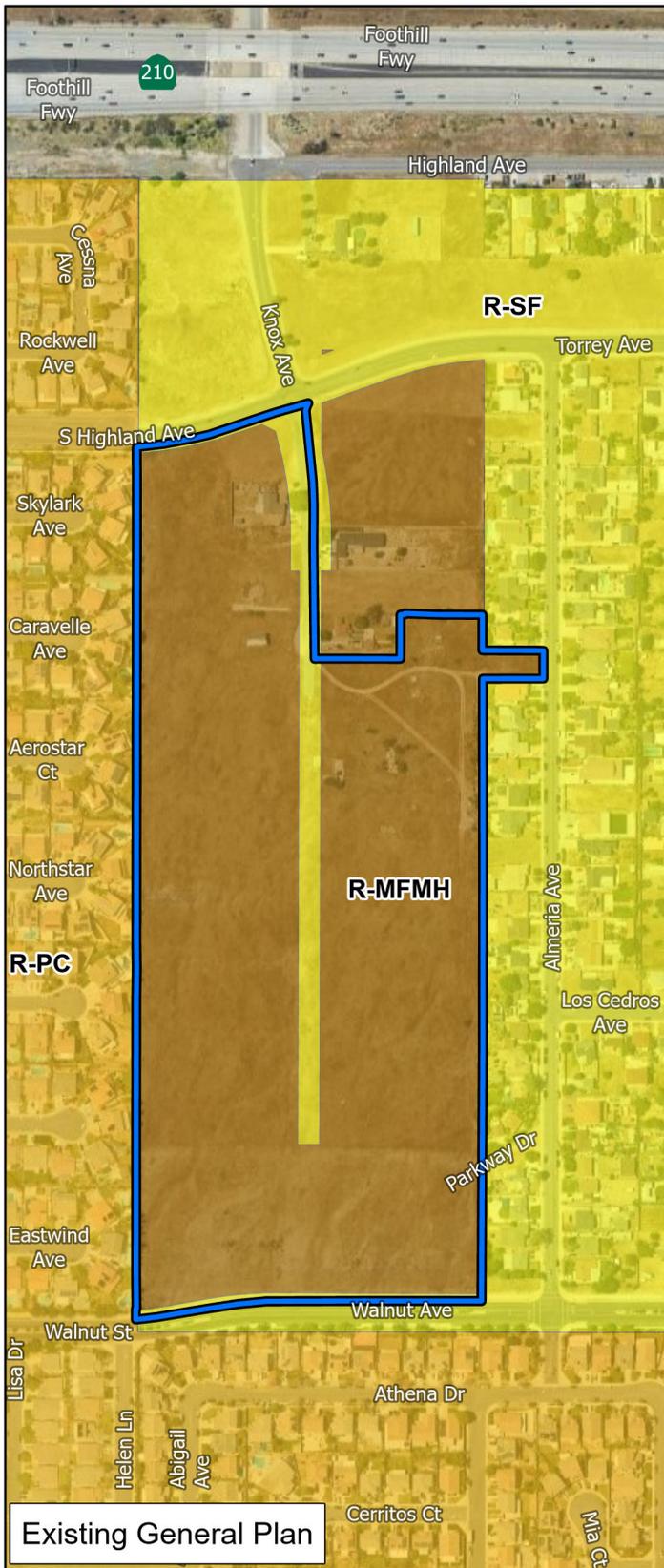
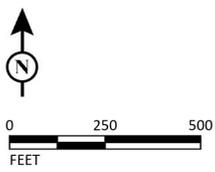


FIGURE 2a-1

LSA

-  Project Location
- General Plan Designations**
-  Multi Family Residential (R-MF)
-  Multi Family Median/High Residential (R-MFMH)
-  Residential Planned Community (R-PC)
-  Single Family Residential (R-SF)



SOURCE: Google (2024)

I:\2024\20241904\GIS\Pro\Fontana Walnut Residential Project\Fontana Walnut Residential Project.aprx (10/21/2025)

Fontana Walnut Residential Project  
Existing and Proposed General Plan Designations

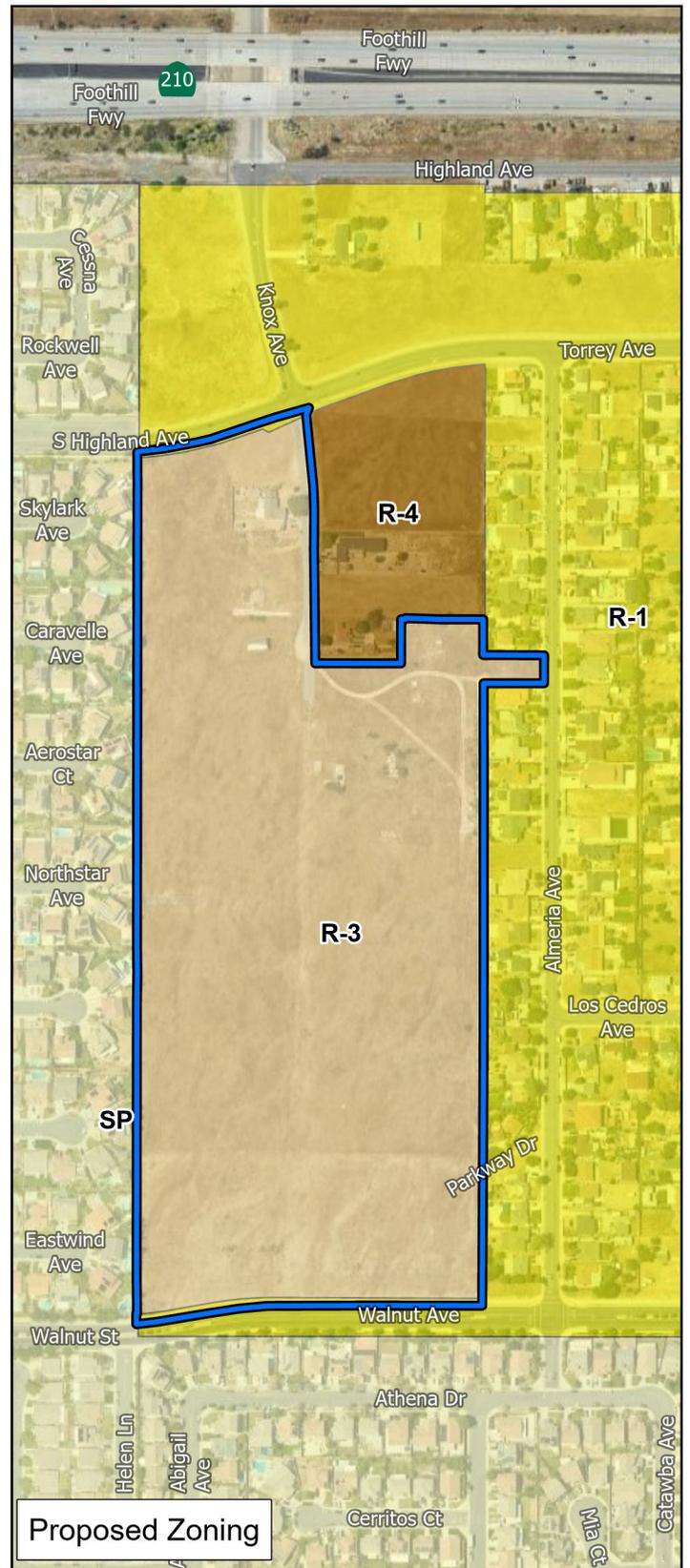
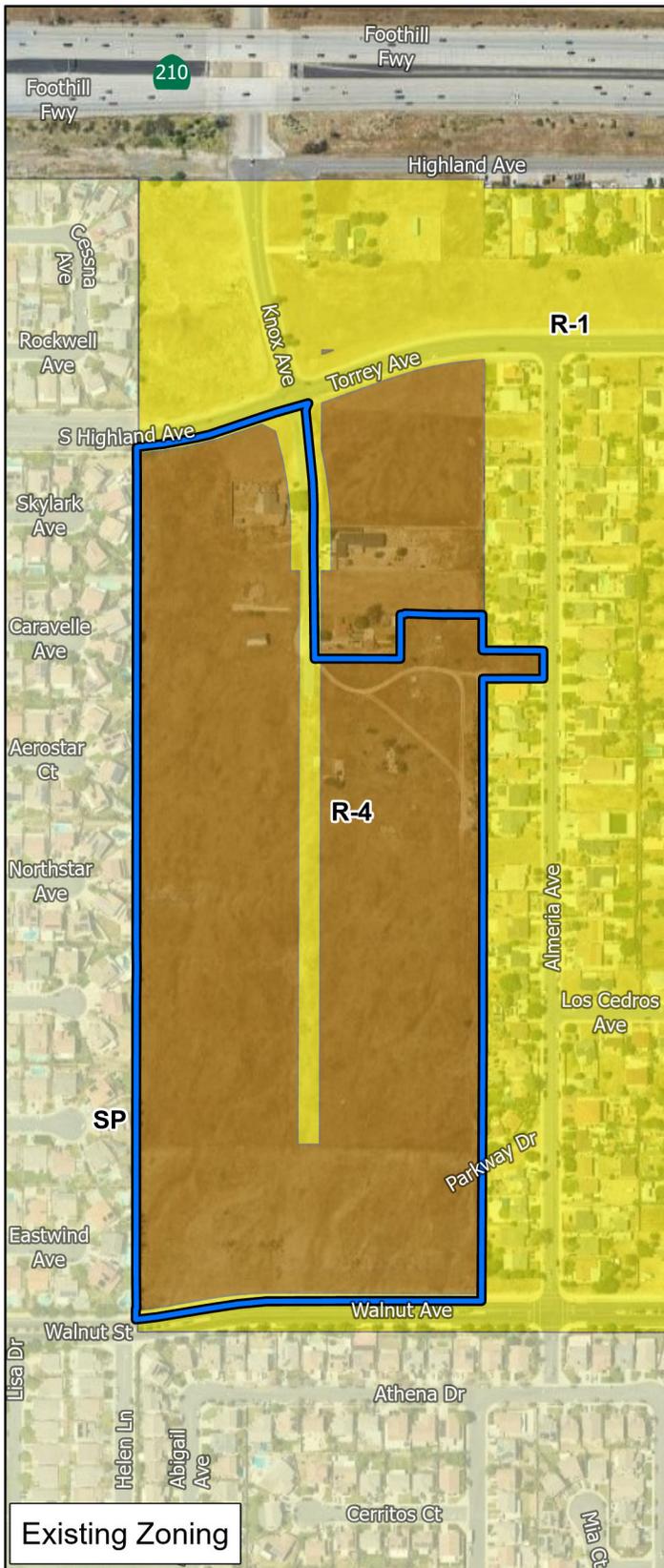


FIGURE 2a-2

LSA

Project Location

Zoning Designations

Single Family (R-1)

Multiple Family (R-3)

Multi Family Medium/High Density Residential (R-4)

Specific Plan (SP)



SOURCE: Google (2024)

I:\2024\20241904\GIS\Pro\Fontana Walnut Residential Project\Fontana Walnut Residential Project.aprx (10/21/2025)

Fontana Walnut Residential Project  
Existing and Proposed Zoning

**DEVELOPER / OWNER:**

DIVERSIFIED PACIFIC COMMUNITIES  
10621 CIVIC CENTER DRIVE  
RANCHO CUCAMONGA, CA 91730  
PH: (909) 481-1150

**PROJECT AREA:**

GROSS: 31.0 AC  
NET: 30.5 AC

**LEGAL DESCRIPTION:**

BEING A SUBDIVISION OF A PORTION OF THE N 1 / 2  
OF SECTION 36, T1N, R6W, S.B.M.

**ASSESSOR'S PARCEL NO.:**

0228-061-02, 03-14, 16-18, 20-25  
0228-051-01, 16, 17, 19, 20, 21  
0228-052-01, 25, 26, 27

**UTILITY NOTIFICATION LIST:**

- PRIVATE DOMESTIC WATER SYSTEM  
HOA MAINTAINED
- PRIVATE FIRE MAIN WATER SYSTEM  
HOA MAINTAINED
- PRIVATE STORM DRAIN SYSTEM  
HOA MAINTAINED
- IN-TRACT STORM DRAIN SYSTEM  
CITY OF FONTANA MAINTAINED  
A PORTION OF:
- PRIVATE WOMP SYSTEM  
HOA MAINTAINED
- PRIVATE SEWER SYSTEM  
HOA MAINTAINED

**BENCHMARK:**

BENCHMARK # E 4  
ELEVATION: 1345.43 (FEET)  
DESCRIBED AS: BENCHMARK DISK SET IN A RETAINING WALL  
OR CONCRETE LEDGE (HEADWALL) STAMPED "BM E 4 1986"  
0.3 MILE WEST FROM THE INTERSECTION OF CHERRY AVE AND  
VICTORIA ST 21 FEET NORTH OF VICTORIA ST AT THE CENTER  
AND ON TOP OF A CONCRETE HEADWALL. A 1-3/8 INCH  
BRASS DISK.

**SOILS ENGINEER:**

PETRA  
40880 COUNTY CENTER DRIVE SUITE M,  
TEMECULA, CALIFORNIA 92591

**BASIS OF BEARINGS:**

THE BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983  
(CCS83 ZONE V, RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 (2017.50 EPOCH)) AND  
WERE DETERMINED BY STATIC GPS TIES TO TWO CONTINUOUS GPS STATIONS (CGPS) REFERRED  
TO AS "P575" AND "P612" BEARING BETWEEN BOTH STATIONS BEING NORTH 81°49'46" WEST  
BASED ON POSITIONS PUBLISHED IN THE CALIFORNIA SPATIAL REFERENCE CENTER.

ALL DISTANCES ARE GROUND, UNLESS OTHERWISE NOTED. TO OBTAIN GRID, MULTIPLY GROUND  
DISTANCE BY A COMBINED FACTOR OF 0.9999158411

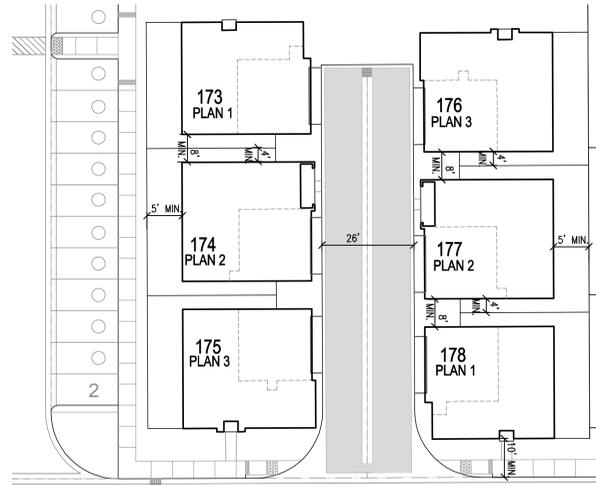
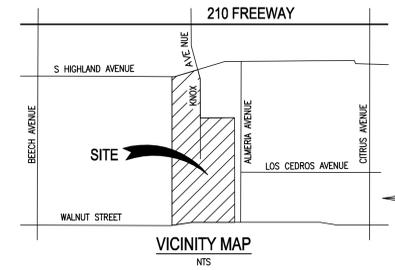
**UTILITY NOTIFICATION LIST:**

- |  |   |
|--|---|
| CITY OF FONTANA<br>8353 SIERRA AVE<br>FONTANA, CA 92335<br>(909) 350-6632  | AT&T<br>22311 BROOKHURST ST SUITE 203<br>HUNTINGTON BEACH, CA 92646<br>(714) 963-7964 |
| SO. CALIF. GAS COMPANY<br>1981 W. LUGONIA AVE<br>REDLANDS, CA 92374<br>(909) 335-7967  | SPRINT<br>2592 DUPONT DR<br>IRVINE, CA 92612<br>(909) 659-9698                        |
| EMERGENCIES: (800) 427-2200  | TIME WARNER CABLE<br>1500 AUTO CENTER DR<br>ONTARIO, CA 91761<br>(909) 975-3439       |
| SO. CALIF. EDISON COMPANY<br>300 N. PEPPER AVE<br>RIALTO, CA 92376<br>(909) 820-5598 - UNDERGROUND<br>(909) 875-5100 - TRANSMISSION<br>(213) 637-1233 - PIPELINES<br>(909) 357-6505 - DISTRIBUTION | SUNESYS, LLC<br>1325 PICO ST #106<br>CORONA, CA 92881<br>(951) 278-0400               |
| SAN GABRIEL VALLEY<br>WATER COMPANY<br>15966 ARROW ROUTE<br>FONTANA, CA 92335<br>(909) 201-7856<br>(909) 201-7377  | UNDERGROUND SERVICE ALERT<br>1-800-227-2600   |

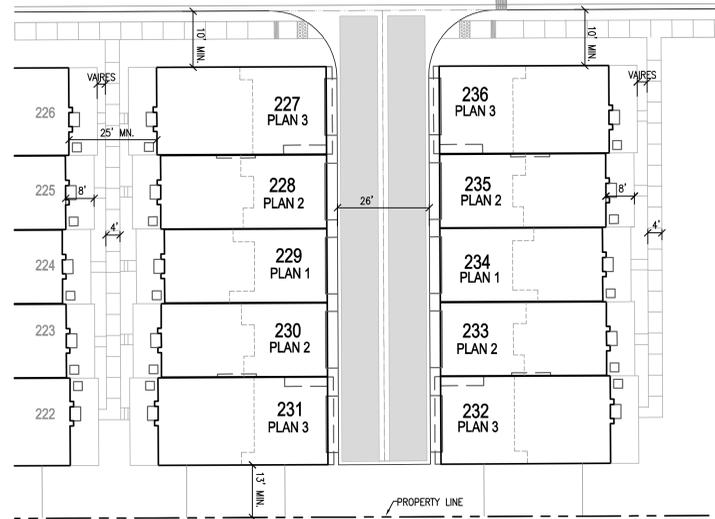
**LEGEND**

- 21 LOT NUMBER
- ① UNIT PLAN NUMBER
- PROPOSED SLOPE
- PROPOSED PARKING STALL
- ⊛ PROPOSED LIMITED PARKING STALL  
DOES NOT COUNT TOWARD PROVIDED STALL COUNT
- PROPOSED FIRE DEPARTMENT TURNING RADIUS

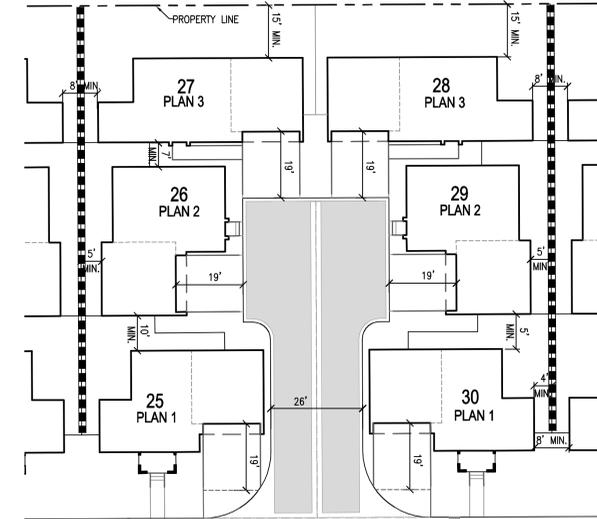
CITY OF FONTANA  
**SITE PLAN**  
**FONTANA WALNUT**  
TRACT NO. 20712



TYPICAL DETACHED CLUSTER  
SCALE: 1"=20'



TYPICAL TOWNHOUSE COURT  
SCALE: 1"=20'



TYPICAL MOTOR COURT  
SCALE: 1"=20'

**RESIDENTIAL SETBACK CHART**

|  |          |
|--|----------|
| BUILDING TO PUBLIC R/W WALNUT AVENUE                                   | 15' MIN. |
| BLOCK WALL / VIEW FENCE TO PUBLIC R/W WALNUT AVENUE                    | 6' MIN.  |
| BUILDING TO PUBLIC R/W SOUTH HIGHLAND AVENUE                           | 20' MIN. |
| BUILDING TO PUBLIC R/W KNOX AVENUE                                     | 5' MIN.  |
| BUILDING TO EAST AND WEST PROPERTY LINE                                | 10' MIN. |
| SIDE YARDS BUILDING TO CENTER OF BLOCK WALL                            | 4' MIN.  |
| REAR YARDS BUILDING TO CENTER BLOCK WALL                               | 5' MIN.  |
| SIDEYARD BUILDING TO CURB FACE CORNER LOTS ONLY. EXCLUDES MOTOR COURTS | 10' MIN. |
| DRIVEWAY WITH PARKING ALLOWED  | 19' MIN. |

1. POP-OUTS ALLOWED TO ENCRDACH 2'  
2. ALL SETBACKS WILL BE MEASURED FROM MAIN STRUCTURE NOT OVERHANG OR OPEN PATIOS  
3. ALL GARAGES WILL HAVE A ROLL-UP DOORS

**OPEN SPACE**

|                               |                   |
|-------------------------------|-------------------|
| PROVIDED PUBLIC COMMON AREAS: |                   |
| REC CENTER AREA               | 19,000 SF.        |
| PASEO AREA                    | 13,100 SF.        |
| PARK #1                       | 6,100 SF.         |
| PARK #2                       | 3,300 SF.         |
| PARK #3                       | 13,700 SF.        |
| PARK #4                       | 10,200 SF.        |
| <b>TOTAL</b>                  | <b>65,400 SF.</b> |
| PROVIDED PRIVATE:             |                   |
| TOWN HOUSES                   | 160 SF. MIN. EACH |
| MOTOR COURTS                  | 325 SF. MIN. EACH |
| DETACHED CLUSTERS             | 350 SF. MIN. EACH |

**\* ADA ACCESSIBLE UNITS**

|                             |     |
|-----------------------------|-----|
| PROPOSED ATTACHED UNITS     | 169 |
| 10% REQUIRED ADA ACCESSIBLE | 17  |
| PROVIDED                    | 17  |

NOTE: LOCATIONS ARE SUBJECT TO CHANGE DURING FINAL DESIGN.

**PARKING**

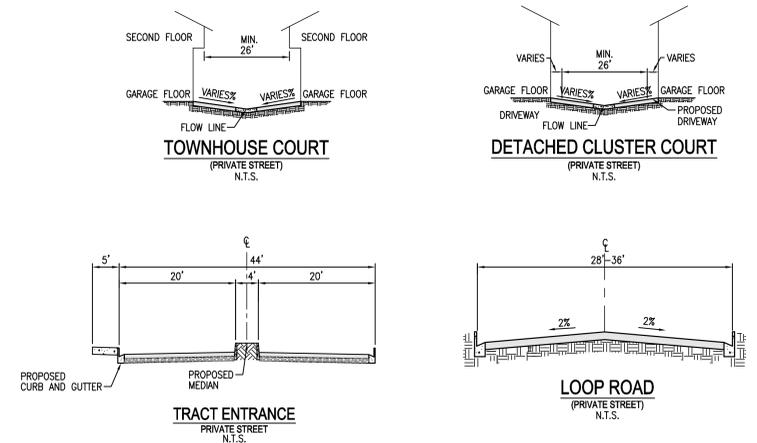
|  |                      |
|--|----------------------|
| DETACHED CLUSTER PARKING REQUIREMENT 103 TOTAL UNITS |                      |
| REQUIRED   | GUEST PARKING        |
| 2 PER UNIT = 206                                     | REQUIRED             |
|  | 1/2 PER UNIT = 52    |
| PROVIDED GARAGE                                      | PROVIDED             |
| 2 PER UNIT = 206                                     | TOTAL = 53           |
| MOTOR COURT PARKING REQUIREMENT 113 TOTAL UNITS      |                      |
| REQUIRED   | GUEST PARKING        |
| 2 PER UNIT = 226                                     | REQUIRED             |
|  | 1/2 PER UNIT = 57    |
| PROVIDED GARAGE                                      | PROVIDED             |
| 2 PER UNIT = 226                                     | 113 IN OPEN DRIVEWAY |
| TOWNHOUSE PARKING REQUIREMENT 177 TOTAL UNITS        |                      |
| REQUIRED   | GUEST PARKING        |
| 2 PER UNIT = 354                                     | REQUIRED             |
|  | 1/3 PER 3 UNITS = 59 |
| PROVIDED GARAGE                                      | PROVIDED             |
| 2 PER UNIT = 354                                     | TOTAL = 60           |

**ADA PARKING STALL**

|                         |          |
|-------------------------|----------|
| PROVIDED                | CAR = 4  |
|                         | VAN = 4  |
| <b>TOTAL PROVIDED =</b> | <b>8</b> |

**PARKING STALL DIMENSIONS**

STANDARD STALLS 9'x19'  
PARALLEL STREET STALLS 8'x22'

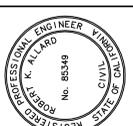


**UNIT MIX SUMMARY:**

| Total Net Area: 30.0 Acres |              |       |                |
|----------------------------|--------------|-------|----------------|
| Total Units: 399           |              |       |                |
| Density: 12.8 Units / Acre |              |       |                |
| Product: Townhomes         |              |       |                |
| Plan                       | Type         | SF    | Number on Site |
| 1                          | 2br/ 2.5 Ba  | 1,393 | = 45           |
| 2                          | 3 br/ 2.5 Ba | 1,432 | = 72           |
| 3                          | 4 br/ 2.5 Ba | 1,855 | = 60           |
| <b>TOTAL</b>               |              |       | <b>177</b>     |
| Cluster                    |              |       |                |
| Plan                       | Type         | SF    | Number on Site |
| 1                          | 3br/ 2.5 Ba  | 1,690 | = 28           |
| 2                          | 3 br/ 2.5 Ba | 1,779 | = 47           |
| 3                          | 4 br/ 3 Ba   | 1,936 | = 28           |
| <b>TOTAL</b>               |              |       | <b>103</b>     |
| Motor Court                |              |       |                |
| Plan                       | Type         | SF    | Number on Site |
| 1                          | 3br/ 2.5 Ba  | 1,688 | = 32           |
| 2                          | 4 br/ 2.5 Ba | 1,893 | = 49           |
| 3                          | 4 br/ 3 Ba   | 1,960 | = 32           |
| <b>TOTAL</b>               |              |       | <b>113</b>     |

MCN 240060

Prepared For:  
**DIVERSIFIED PACIFIC COMMUNITIES**  
DIVERSIFIED PACIFIC COMMUNITIES  
10621 CIVIC CENTER DRIVE  
RANCHO CUCAMONGA, CA 91730  
PH: (909) 481-1150



Prepared By:  
**ALLARD ENGINEERING**  
Civil Engineering - Land Planning  
10000 N. Harbor Blvd., Suite 200  
Fontana, California 92335  
Phone (909) 354-1915  
Robert K. Allard, P.E. 85349



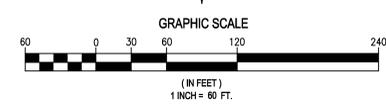
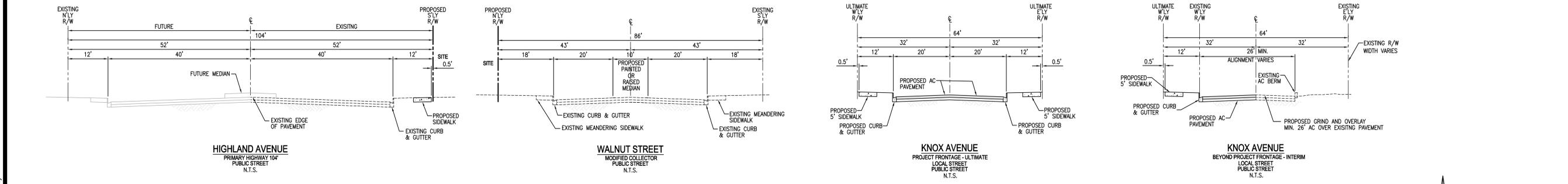
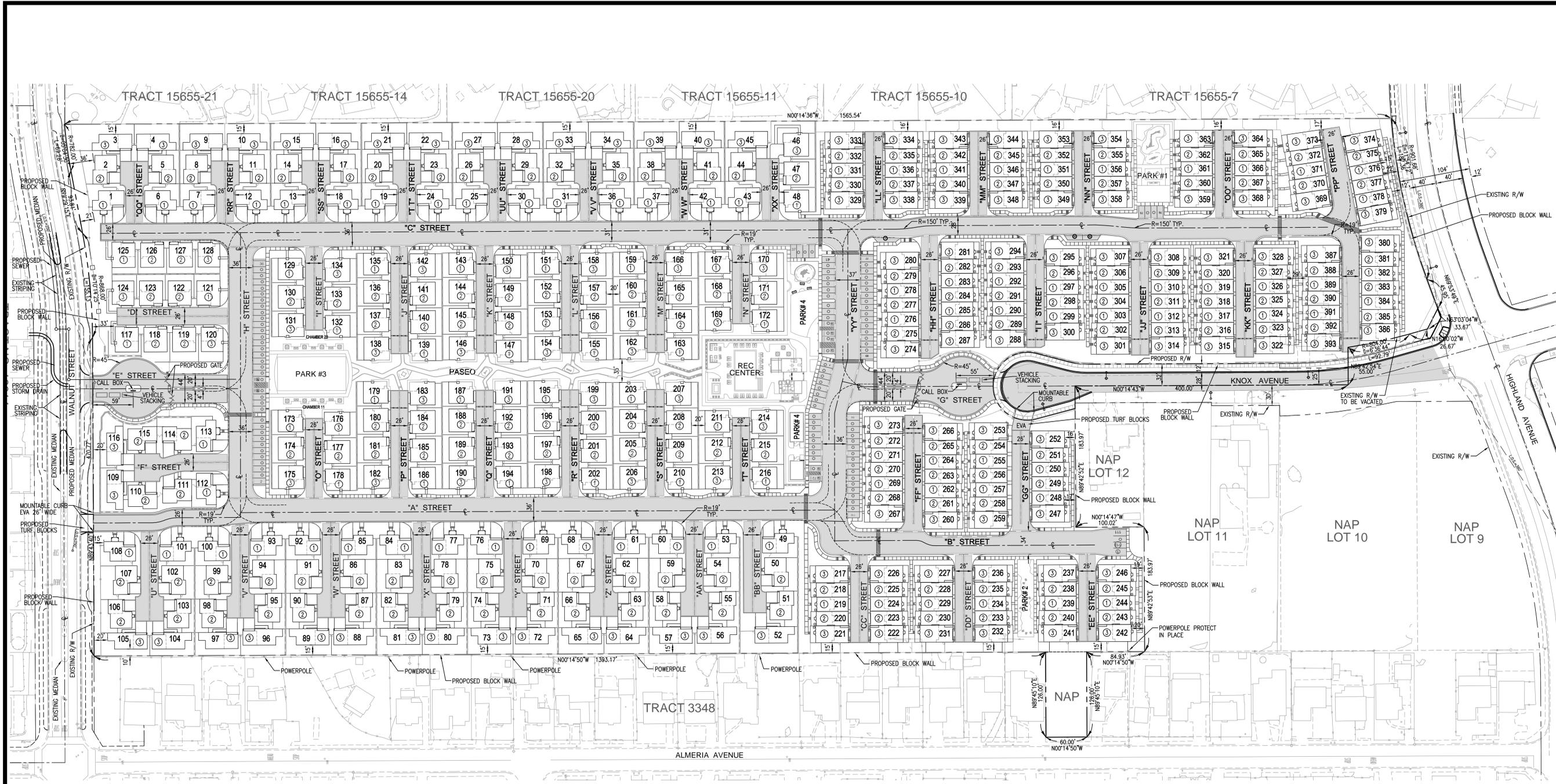
|         |               |
|---------|---------------|
| DATE    | October, 2025 |
| SCALE   | PER PLAN      |
| DRAWN   | C.V.          |
| CHECKED | R.C.A.        |

CITY OF FONTANA, CALIFORNIA

**SITE PLAN**  
**FONTANA WALNUT**  
**TRACT NO. 20712**

SHEET TITLE  
PROJECT  
JOB NO.

SHEET NO. 1 OF 2



Prepared For: **DIVERSIFIED PACIFIC COMMUNITIES**  
 DIVERSIFIED PACIFIC COMMUNITIES  
 15000 CALIFORNIA STREET, SUITE 200  
 BANCROFT, CALIFORNIA 94521  
 PH: (909) 481-1150

Prepared By: **ALLARD ENGINEERING**  
 Civil Engineering - Land Planning  
 15465 Fontana Avenue, Suite 200  
 Fontana, California 92335  
 Phone: (909) 356-1915  
 Robert K. Allard, P.E. 85349

DATE: October, 2025  
 SCALE: 1"=60'  
 DRAWN: C.V.  
 CHECKED: R.C.A.

**SITE PLAN**  
**FONTANA WALNUT**  
**TRACT NO. 20712**

SHEET NO. **2** OF **2**

City of Fontana, California  
 Fontana (DWC's) Entitlement Site Plan (SITE PLAN)\_02.dwg

IN THE CITY OF FONTANA  
 COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

# TENTATIVE TRACT NO. 20712

FOR CONDOMINIUM PURPOSES  
 BEING A SUBDIVISION OF A PORTION OF THE N 1/2 OF SECTION 36, T1N, R6W, S.B.M.  
 ALLARD ENGINEERING  
 FEBRUARY, 2025

**BASIS OF BEARINGS:**

THE BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83 ZONE V, RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 (2017.50 EPOCH) AND WERE DETERMINED BY STATIC GPS TIES TO TWO CONTINUOUS GPS STATIONS (CGPS) REFERRED TO AS "P575" AND "P612" BEARING BETWEEN BOTH STATIONS BEING NORTH 81°49'46" WEST BASED ON POSITIONS PUBLISHED IN THE CALIFORNIA SPATIAL REFERENCE CENTER.

ALL DISTANCES ARE GROUND, UNLESS OTHERWISE NOTED. TO OBTAIN GRID, MULTIPLY GROUND DISTANCE BY A COMBINED FACTOR OF 0.9999158411

**BENCHMARK:**

BENCHMARK # E 4  
 ELEVATION: 1345.43 (FEET)

DESCRIBED AS: BENCHMARK DISK SET IN A RETAINING WALL OR CONCRETE LEDGE (HEADWALL) STAMPED "BM E 4 1986" 0.3 MILE WEST FROM THE INTERSECTION OF CHERRY AVE AND VICTORIA ST 21 FEET NORTH OF VICTORIA ST AT THE CENTER AND ON TOP OF A CONCRETE HEADWALL. A 1-3/8 INCH BRASS DISK.

**ENGINEER/SURVEYOR:**

ALLARD ENGINEERING  
 16866 SEVILLE STREET  
 FONTANA, CA  
 (909) 356-1815

**DEVELOPER/OWNER:**

DIVERSIFIED PACIFIC COMMUNITIES  
 10621 CIVIC CENTER DRIVE  
 RANCHO CUCAMONGA, CA 91730  
 (909) 481-1150

**ASSESSOR'S PARCEL NO.:**

|             |             |             |
|-------------|-------------|-------------|
| 0228-061-02 | 0228-052-01 | 0228-051-01 |
| 0228-061-03 | 0228-052-25 | 0228-051-14 |
| 0228-061-04 | 0228-052-26 | 0228-051-15 |
| 0228-061-05 | 0228-052-27 | 0228-051-16 |
| 0228-061-06 |             | 0228-051-17 |
| 0228-061-07 |             | 0228-051-19 |
| 0228-061-08 |             | 0228-051-20 |
| 0228-061-09 |             | 0228-051-21 |
| 0228-061-10 |             |             |
| 0228-061-11 |             | 0228-311-05 |
| 0228-061-12 |             |             |
| 0228-061-13 |             |             |
| 0228-061-14 |             |             |
| 0228-061-16 |             |             |
| 0228-061-17 |             |             |
| 0228-061-18 |             |             |
| 0228-061-20 |             |             |
| 0228-061-21 |             |             |
| 0228-061-22 |             |             |
| 0228-061-23 |             |             |
| 0228-061-24 |             |             |
| 0228-061-25 |             |             |

**ZONING:**

PROPOSED: RESIDENTIAL MEDIUM  
 EXISTING: COMMERCIAL GENERAL (CG-1)

**LEGAL DESCRIPTION:**

BEING A PORTION OF THE NORTH ONE-HALF OF SECTION 36, T1N, R6W, S.B.M.

**SEE SHEET 2 FOR EASEMENTS**

**ABANDONMENT / VACATION NOTE:**

PORTIONS OF THE EXISTING PUBLIC RIGHT OF WAY OF KNOX AVENUE ARE TO BE VACATED / ABANDONED VIA THE FINAL MAP ITSELF. THE AREAS TO BE VACATED / ABANDONED ARE SHOWN HEREON.

**PROJECT AREA:**

GROSS: 30.99 AC  
 NET: 30.52 AC

**TOPOGRAPHY:**

AERIAL TOPOGRAPHY PROVIDED BY INLAND AERIAL SURVEYS. DATE OF MAPPING: 6/5/2023.

**FLOOD ZONE:**

ZONE X, FEMA FLOOD PANEL 06071C7915H  
 EFFECTIVE DATE: 8/28/2008

**UTILITIES:**

**WATER & SEWER:**  
 CITY OF SAN BERNARDINO  
 MUNICIPAL WATER DEPARTMENT  
 P.O. BOX 710  
 SAN BERNARDINO, CA 92402  
 (909) 384-5391

**ELECTRICITY:**  
 SOUTHERN CALIFORNIA EDISON  
 287 TENNESSEE STREET  
 REDLANDS, CA 92373  
 (909) 307-6791

**SCHOOL DISTRICT:**  
 SAN BERNARDINO UNIFIED  
 SCHOOL DISTRICT  
 777 NORTH "F" STREET  
 SAN BERNARDINO, CA 92401  
 (909) 381-1239

**GAS:**  
 SOUTHERN CALIFORNIA GAS COMPANY  
 1918 LUGONIA AVENUE  
 REDLANDS, CA 92373  
 (909) 335-7926

**TELEPHONE:**

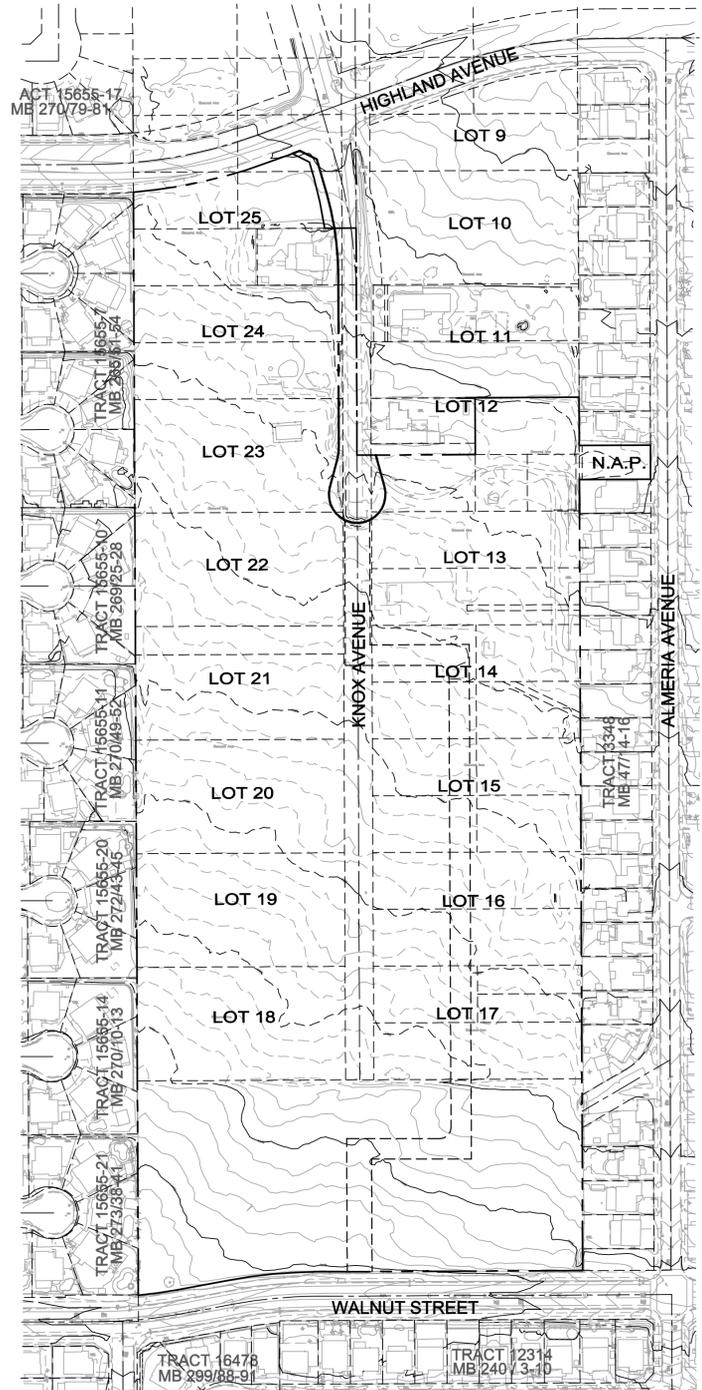
VERIZON  
 1980 ORANGE TREE LANE, SUITE 100  
 REDLANDS, CA 92374  
 (909) 748-6642

**SHEET INDEX:**

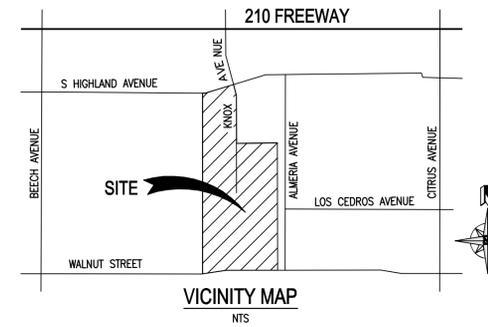
- TITLE SHEET
- TENTATIVE TRACT MAP

**LEGEND:**

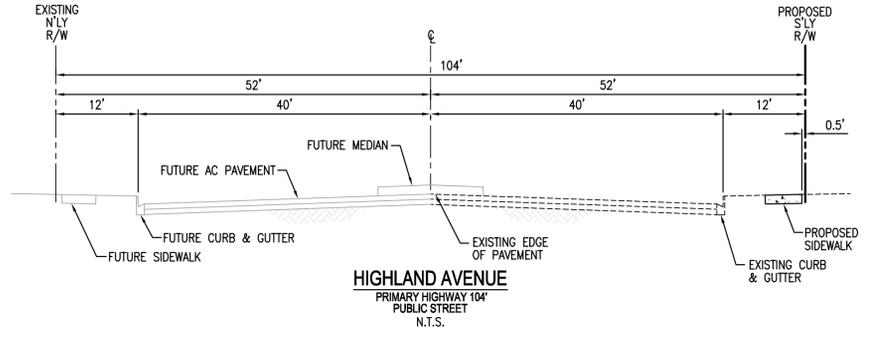
- PROJECT BOUNDARY
- - - EXISTING PARCEL LINE
- CENTERLINE
- - - EXISTING CONTOUR
- EXISTING R/W
- TO BE ABANDONED



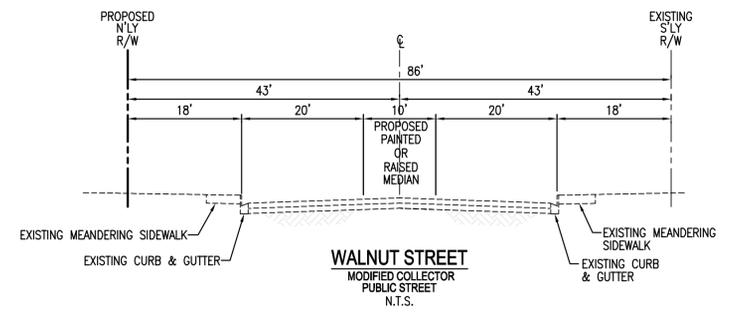
INDEX MAP  
 SCALE: 1"=150'



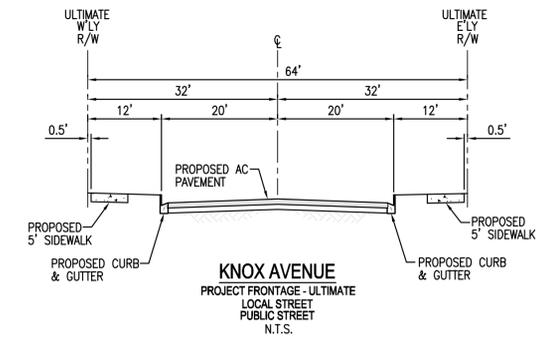
VICINITY MAP  
 N.T.S.



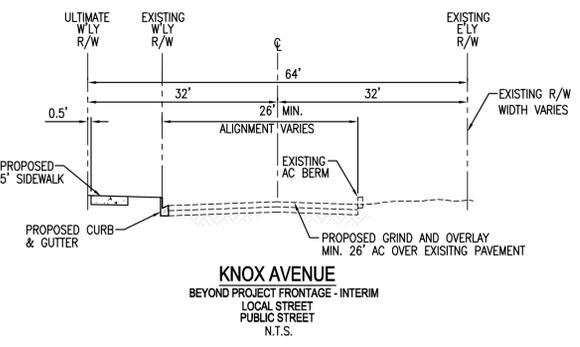
HIGHLAND AVENUE  
 PRIMARY HIGHWAY 104  
 PUBLIC STREET  
 N.T.S.



WALNUT STREET  
 MODIFIED COLLECTOR  
 PUBLIC STREET  
 N.T.S.



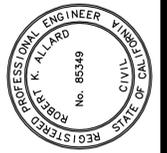
KNOX AVENUE  
 PROJECT FRONTAGE - ULTIMATE  
 LOCAL STREET  
 PUBLIC STREET  
 N.T.S.



KNOX AVENUE  
 BEYOND PROJECT FRONTAGE - INTERIM  
 LOCAL STREET  
 PUBLIC STREET  
 N.T.S.

Prepared For:

DIVERSIFIED PACIFIC COMMUNITIES  
 DIVERSIFIED PACIFIC COMMUNITIES  
 10621 CIVIC CENTER DRIVE  
 RANCHO CUCAMONGA, CA 91730  
 PH: (909) 481-1150



Prepared By:  
**ALLARD ENGINEERING**  
 Civil Engineering - Land Surveying - Land Planning  
 16866 Seville Avenue  
 Fontana, California  
 (909) 356-1815  
 Robert K. Allard, P.E. E.C.E. 85349



|         |               |
|---------|---------------|
| DATE    | October, 2025 |
| SCALE   | AS SHOWN      |
| DRAWN   | C.V. / DBW    |
| CHECKED | R.K.A         |

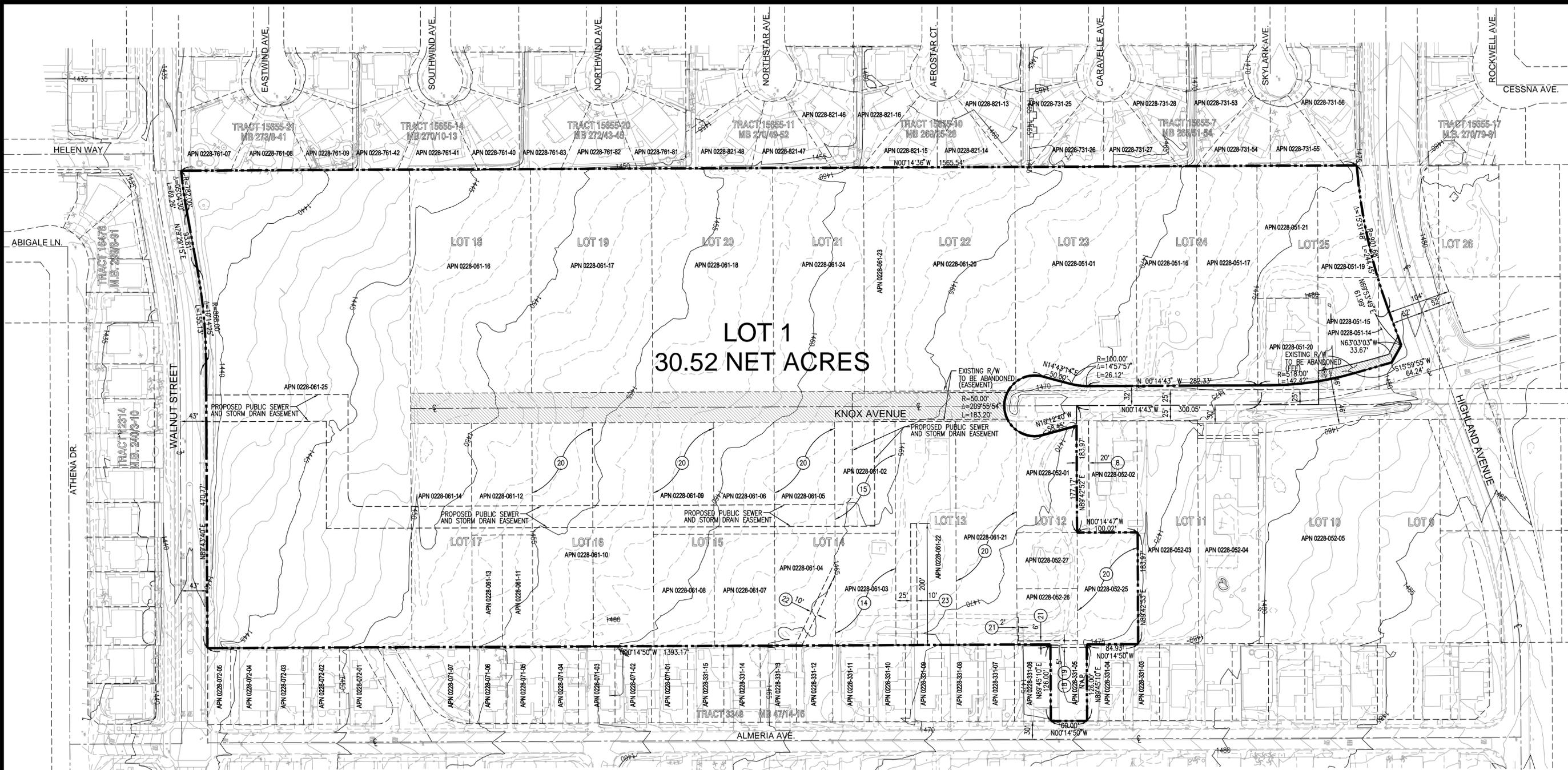
TENTATIVE TRACT MAP NO. 20712

KNOX AVENUE  
 BETWEEN HIGHLAND AVENUE & WALNUT STREET

CITY OF FONTANA, CALIFORNIA

SHEET NO.  
 1 of 2

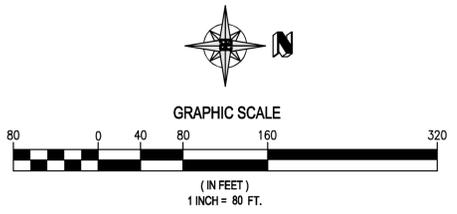
PLOT DATE: September 29, 2025 Admin



LOT 1  
30.52 NET ACRES

**EASEMENTS**

- ⑧ EXISTING EASEMENT FOR INGRESS AND EGRESS, PIPELINES, DRAINAGE AND/OR PUBLIC UTILITIES AND INCIDENTAL PURPOSES.
- ⑭ SOUTHERN CALIFORNIA EDISON COMPANY EASEMENT PER BK 2490/559, O.R.
- ⑮ SOUTHERN CALIFORNIA EDISON COMPANY EASEMENT PER BK 2502/392, O.R.
- ⑱ SOUTHERN CALIFORNIA EDISON COMPANY EASEMENT PER BK 2609/195, O.R.
- ⑲ SOUTHERN CALIFORNIA EDISON COMPANY EASEMENT PER BK 2612/438, O.R.
- ⑳ SOUTHERN CALIFORNIA EDISON COMPANY EASEMENT PER BK 2627/201, O.R.
- ㉑ SOUTHERN CALIFORNIA EDISON COMPANY EASEMENT PER BK 2849/491, O.R.
- ㉒ SOUTHERN CALIFORNIA EDISON COMPANY EASEMENT PER BK 2859/244, O.R.
- ㉓ SOUTHERN CALIFORNIA EDISON COMPANY EASEMENT PER BK 3781/325, O.R.



Prepared For: **DIVERSIFIED PACIFIC COMMUNITIES**  
 DIVERSIFIED PACIFIC COMMUNITIES  
 10621 CUC CENTER DRIVE  
 RANCHO CUCAMONCA, CA 91730  
 PH: (909) 481-1150

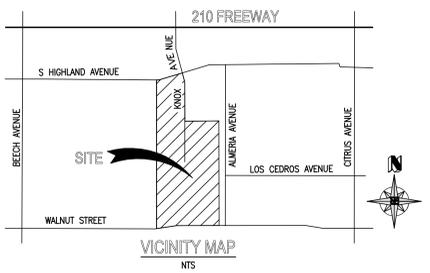
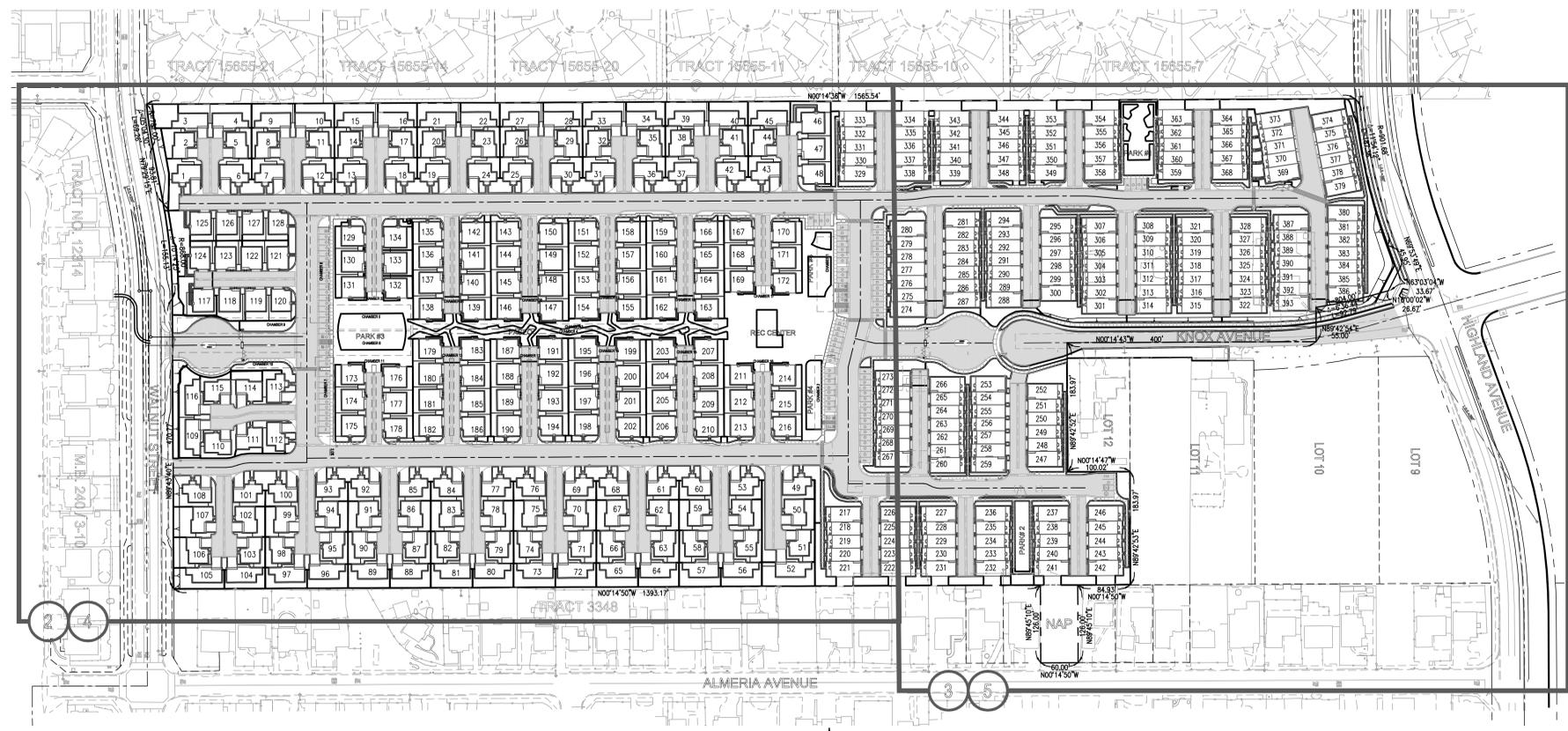
Prepared By: **ALLARD ENGINEERING**  
 Civil Engineering - Land Surveying - Land Planning  
 1866 Sothe Avenue  
 Fontana, California, Fax: (909) 356-1795  
 (909) 356-9185  
 Robert K. Allard, R.C.E. 85349

DATE: September, 2025  
 SCALE:  
 DRAWN: C.V. / DBW  
 CHECKED: R.K.A.

**TENTATIVE TRACT MAP NO. 20712**  
**KNOX AVENUE**  
**BETWEEN HIGHLAND AVENUE & WALNUT STREET**  
 CITY OF FONTANA, CALIFORNIA

SHEET NO. **2** OF **2**

Filename: I:\Diversified Pacific Communities\Walnut - Fontana\DWG's\ENTITLEMENT\TENTATIVE TRACT MAP\2 - TM.dwg



**SITE STATISTICS:**  
 GROSS: 31.0 ACRES  
 NET: 30.5 ACRES  
 TOTAL DISTURBED AREA: 31.0 ACRES

**LEGAL DESCRIPTION:**  
 BEING A SUBDIVISION OF A PORTION OF THE NORTH 1/2 OF SECTION 36, T1N, R6W, S.B.M.

**ASSESSOR'S PARCEL NO.:**  
 0228-061-02, 03-14, 16-18, 20-25  
 0228-051-01, 16, 17, 19, 20, 21  
 0228-052-01, 25, 26, 27

**DEVELOPER / OWNER:**  
 DIVERSIFIED PACIFIC COMMUNITIES  
 10621 CIVIC CENTER DRIVE  
 RANCHO CUCAMONGA, CA 91730  
 PH: (909) 481-1150

**RAW EARTHWORK:**  
 CUT: 75,200 CY  
 FILL: 19,000 CY

**BENCHMARK:**  
 BENCHMARK # E 4  
 ELEVATION: 1345.43 (FEET)  
 DESCRIBED AS: BENCHMARK DISK SET IN A RETAINING WALL OR CONCRETE LEDGE (HEADWALL) STAMPED "BM E 4 1986" 0.3 MILE WEST FROM THE INTERSECTION OF CHERRY AVE AND VICTORIA ST 21 FEET NORTH OF VICTORIA ST AT THE CENTER AND ON TOP OF A CONCRETE HEADWALL. A 1-3/8 INCH BRASS DISK.

**BASIS OF BEARINGS:**  
 THE BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83) ZONE V, RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 (2017.50 EPOCH) AND WERE DETERMINED BY STATIC GPS TIES TO TWO CONTINUOUS GPS STATIONS (GPS) REFERRED TO AS "P575" AND "P612" BEARING BETWEEN BOTH STATIONS BEING NORTH 81°49'48" WEST BASED ON POSITIONS PUBLISHED IN THE CALIFORNIA SPATIAL REFERENCE CENTER. ALL DISTANCES ARE GROUND, UNLESS OTHERWISE NOTED. TO OBTAIN GRID, MULTIPLY GROUND DISTANCE BY A COMBINED FACTOR OF 0.9999158411

**ENGINEER'S NOTES:**  
 1. ALL OFFSITE SEWER AND STORM DRAIN WILL BE PUBLIC.  
 2. ALL ONSITE STREETS ARE PRIVATE.  
 3. A PORTION OF THE ONSITE SEWER AND STORM DRAIN WILL BE PUBLIC.

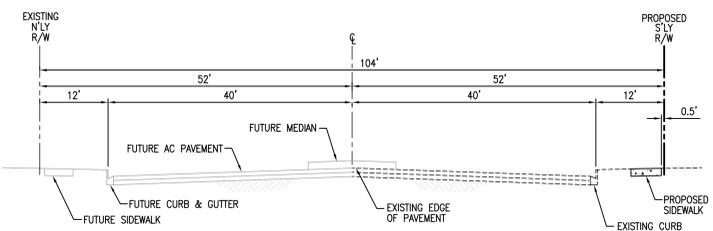
- LEGEND**
- TC TOP OF CURB ELEVATION
  - FS FINISHED SURFACE ELEVATION
  - FG FINISHED GRADE ELEVATION
  - INV. PIPE INVERT ELEVATION
  - PROPOSED SLOPE
  - 21 LOT NUMBER
  - PAD=1321.0 PAD ELEVATION
  - HP HIGH POINT ELEVATION
  - LP LOW POINT ELEVATION
  - GB GRADE BREAK
  - TW TOP OF WALL ELEVATION
  - TF TOP OF FOOTING ELEVATION
  - PROPOSED RETAINING WALL (PER SEPARATE PLAN & PERMIT)
  - TRACT BOUNDARY
  - DEEPEMED FOOTING
  - TB TOP OF BERM ELEVATION
  - R/W RIGHT OF WAY
  - PAD LINE
  - TS TOP OF SLOPE ELEVATION
  - (1358.9) EXISTING ELEVATION
  - DIRECTION OF FLOW
  - LOS LINE OF SIGHT
  - ADA UNIT
  - SECTION
  - SHEET LOCATION

**SHEET INDEX**

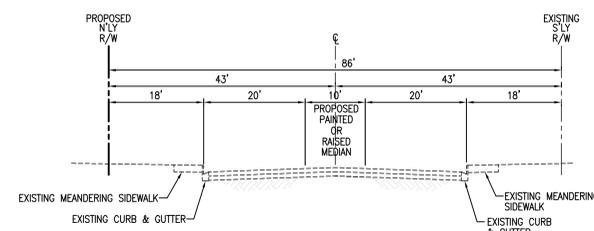
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|---------|---|
| SHEET 1 | TITLE SHEET   |
| SHEET 2 | CONCEPT GRADING PLAN                                  |
| SHEET 3 | CONCEPT GRADING PLAN                                  |
| SHEET 4 | CONCEPT UTILITIES PLAN                                |
| SHEET 5 | CONCEPT UTILITIES PLAN                                |
| SHEET 6 | GRADING SECTIONS & CLUSTER/TOWNHOUSE GRADING TYPICALS |

**SOILS ENGINEER:**  
 PETRA  
 40880 COUNTY CENTER DRIVE SUITE M.  
 TEMECULA, CALIFORNIA 92591

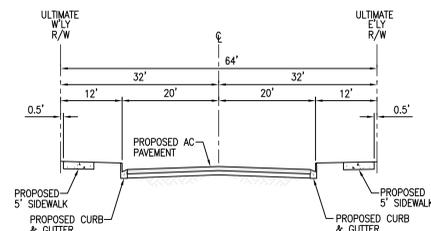
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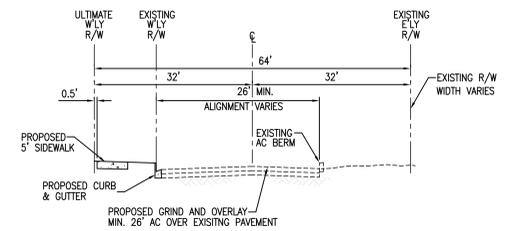
**HIGHLAND AVENUE**  
 PRIMARY HIGHWAY 104  
 PUBLIC STREET  
 N.T.S.



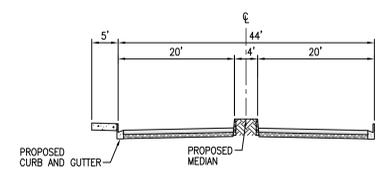
**WALNUT STREET**  
 MODIFIED COLLECTOR  
 PUBLIC STREET  
 N.T.S.



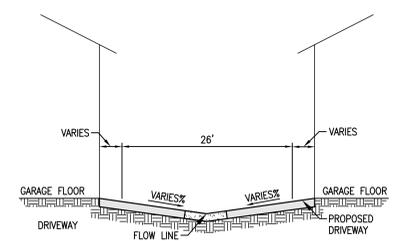
**KNOX AVENUE**  
 PROJECT FRONTAGE - ULTIMATE  
 LOCAL STREET  
 PUBLIC STREET  
 N.T.S.



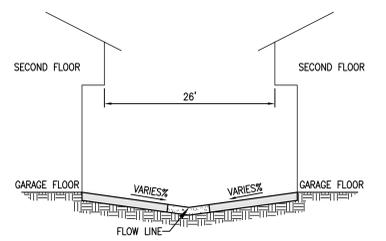
**KNOX AVENUE**  
 BEYOND PROJECT FRONTAGE - INTERIM  
 LOCAL STREET  
 PUBLIC STREET  
 N.T.S.



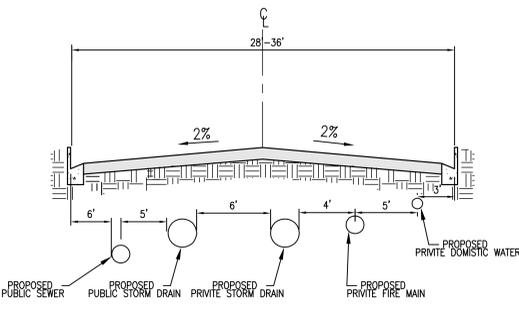
**TRACT ENTRANCE**  
 PRIVATE STREET  
 N.T.S.



**DETACHED CLUSTER COURT**  
 (PRIVATE STREET)  
 N.T.S.



**TOWNHOUSE COURT**  
 (PRIVATE STREET)  
 N.T.S.



**LOOP ROAD**  
 (PRIVATE STREET)  
 N.T.S.

NOTE: WHEN PUBLIC UTILITIES ARE PRESENT THE ROAD BED NEEDS TO BE 36" CURB FACE TO CURB FACE.

Prepared For:  
**DIVERSIFIED PACIFIC COMMUNITIES**  
 DIVERSIFIED PACIFIC COMMUNITIES  
 10621 CIVIC CENTER DRIVE  
 RANCHO CUCAMONGA, CA 91730  
 PH: (909) 481-1150

Prepared By:  
**ALLARD ENGINEERING**  
 Civil Engineering & Land Surveying - License No. 8849  
 16866 Santa Fe Avenue, Fontana, California 92335  
 Phone (909) 356-1815  
 04/5/2024  
 Robert K. Allard, R.C.E. 85349

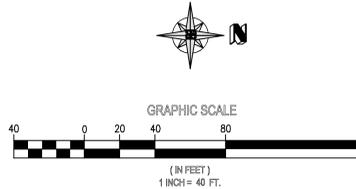
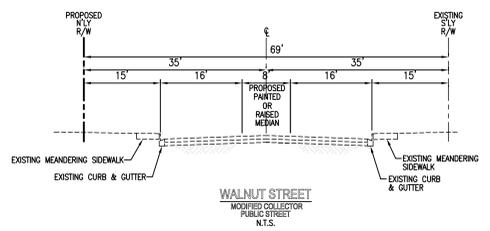
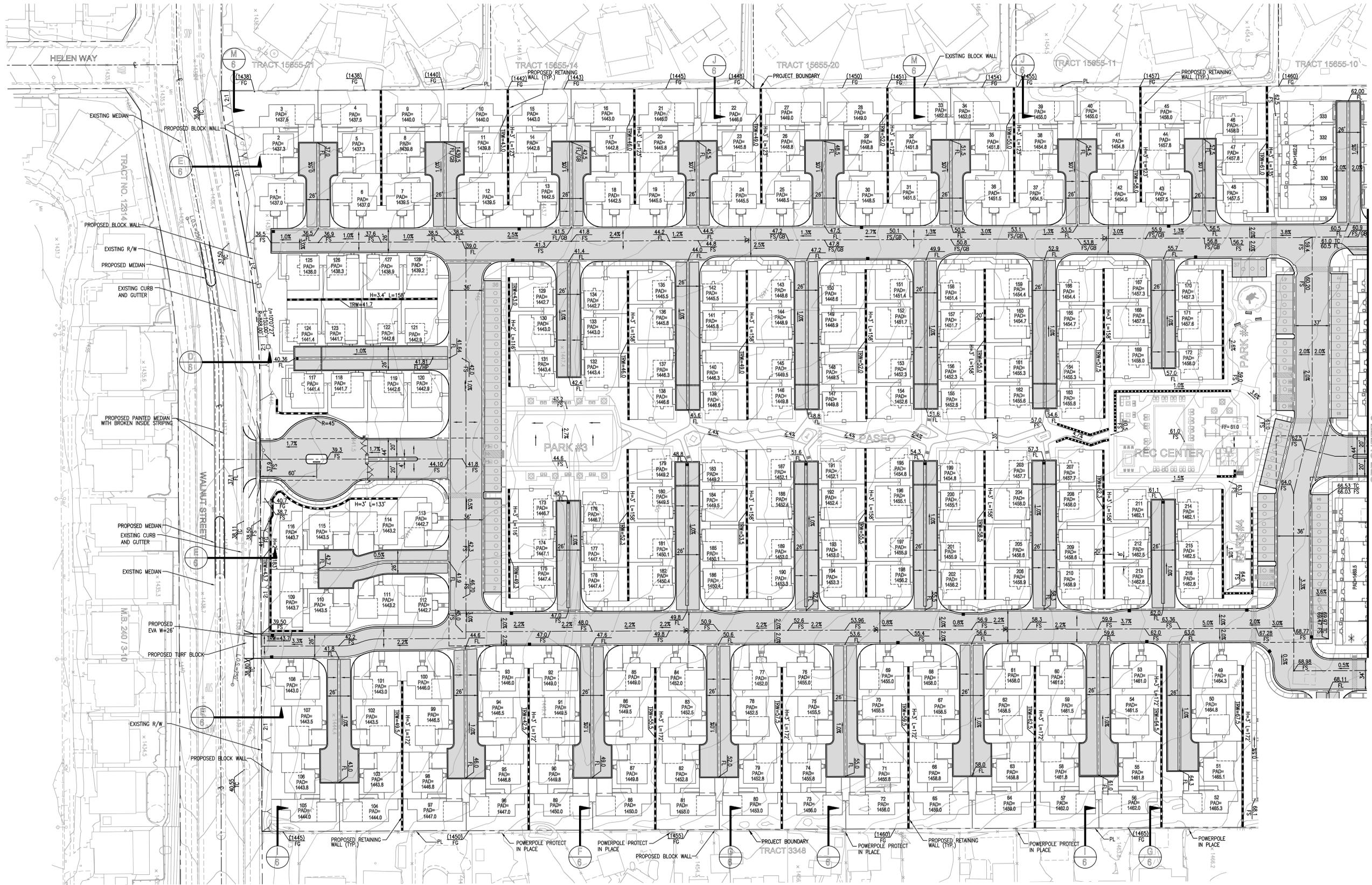
CITY OF FONTANA, CALIFORNIA

**CONCEPTUAL GRADING PLAN**  
**WALNUT & SOUTH HIGHLAND**  
**TRACT NO. 20712**

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|-------------|---|-------|----------|-------|------|---------|--------|
| DATE        | October, 2025                           | SCALE | PER PLAN | DRAWN | C.V. | CHECKED | R.C.A. |
| SHEET TITLE | CONCEPTUAL GRADING PLAN                 |       |          |       |      |         |        |
| PROJECT     | WALNUT & SOUTH HIGHLAND TRACT NO. 20712 |       |          |       |      |         |        |
| SHEET NO.   | 1                                       | OF    | 6        |       |      |         |        |

Job No. MCN 240060

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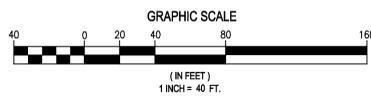


CONCEPTUAL GRADING PLAN  
 WALNUT & SOUTH HIGHLAND  
 TRACT NO. 20712

SHEET TITLE: October, 2025  
 SCALE: 1"=40'  
 DRAWN: C.V.  
 CHECKED: R.C.A.  
 CITY OF FONTANA, CALIFORNIA

Prepared By: ALLARD ENGINEERING  
 Civil Engineering, Land Surveying - License No. 38049  
 16866, Fontana, California 92335  
 Phone (909) 356-1815  
 Robert K. Allard, R.C.E. 85349

Prepared For: DIVERSIFIED PACIFIC COMMUNITIES  
 DIVERSIFIED PACIFIC COMMUNITIES  
 10000 CMC CENTER DRIVE  
 BANCOR CALIFORNIA, CA 91730  
 PH: (909) 481-1150



**CONCEPTUAL GRADING PLAN**  
**WALNUT & SOUTH HIGHLAND**  
**TRACT NO. 20712**

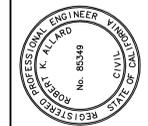
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| CHECKED | R.C.A.        |

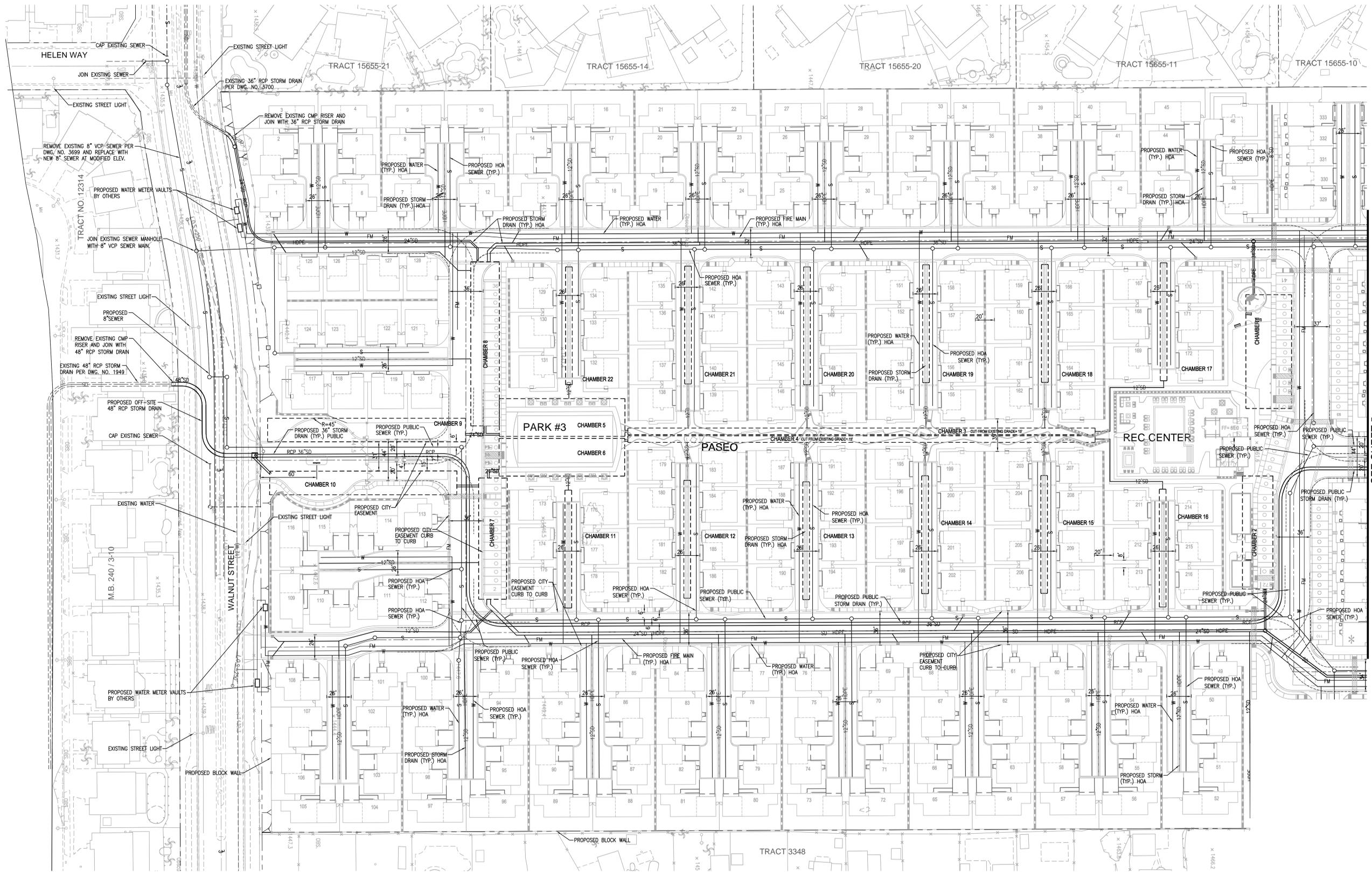
CITY OF FONTANA, CALIFORNIA

SHEET TITLE  
 PROJECT  
 SHEET NO. **3** OF **6**  
 JOB NO.

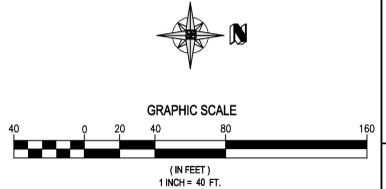
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**ALLARD ENGINEERING**  
 Civil Engineering - Land Planning  
 14645 So. Bascom Avenue, Suite 100  
 Fontana, California 92335  
 Phone (909) 354-1915  
 Robert K. Allard, P.E. 85349

Prepared For:  
**DIVERSIFIED PACIFIC COMMUNITIES**  
 DIVERSIFIED PACIFIC COMMUNITIES  
 14645 So. Bascom Avenue, Suite 100  
 Fontana, California 92335  
 Phone (909) 481-1150





SEE SHEET 5



SHEET TITLE  
 PROJECT  
 JOB NO.  
 SHEET NO. 4 OF 6

UTILITIES PLAN  
 WALNUT & SOUTH HIGHLAND  
 TRACT NO. 20712

|         |               |
|---------|---------------|
| DATE    | October, 2025 |
| SCALE   | 1"=40'        |
| DRAWN   | C.V.          |
| CHECKED | R.C.A.        |

CITY OF FONTANA, CALIFORNIA

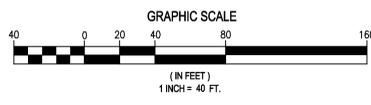
Prepared By: **ALLARD ENGINEERING**  
 Civil Engineering - Land Planning  
 14445 Fontana Blvd., Suite 100  
 Fontana, California 92335  
 Phone (909) 356-1915  
 Robert K. Allard, P.E. 85349

Professional Engineer Seal: Robert K. Allard, No. 88349, State of California, Civil Engineering, License No. 88349, Date 04/5/2024

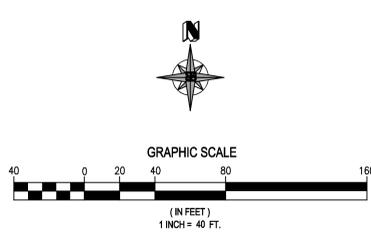
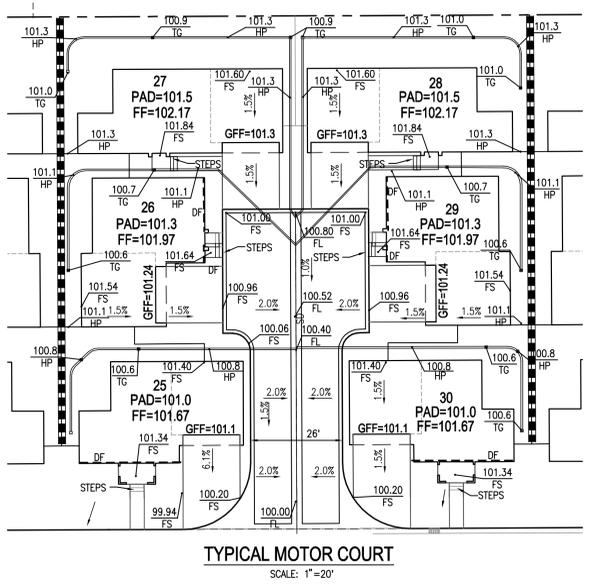
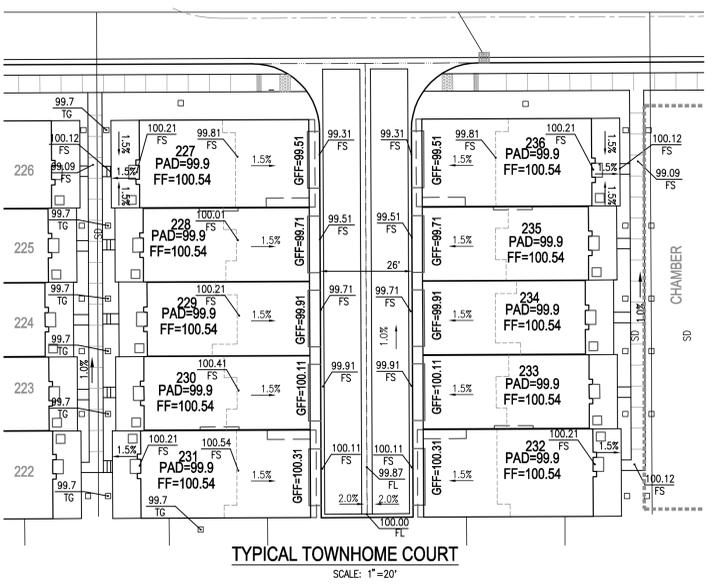
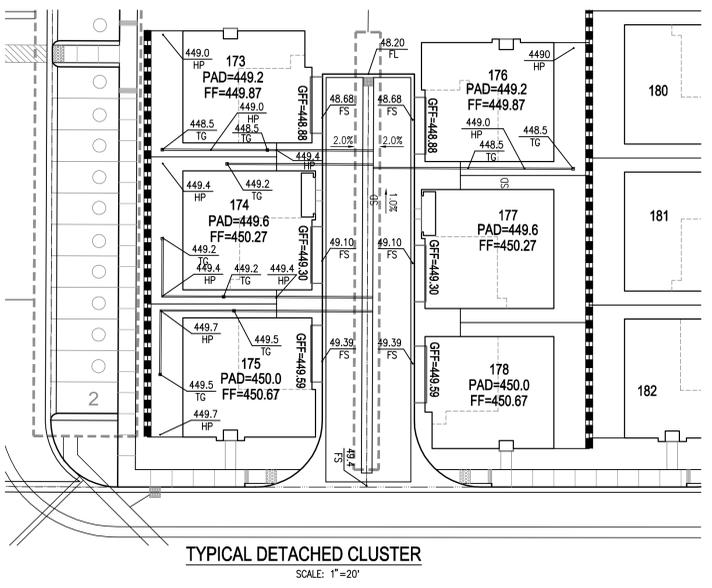
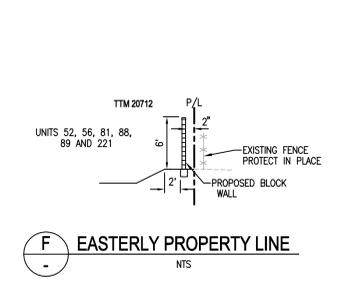
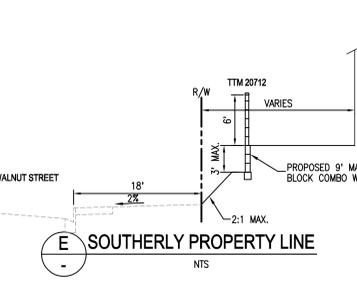
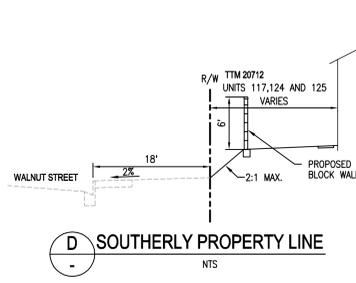
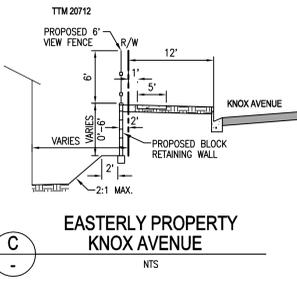
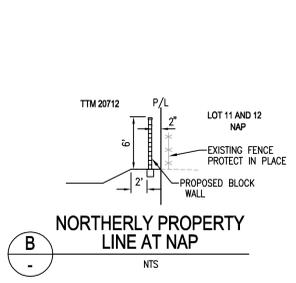
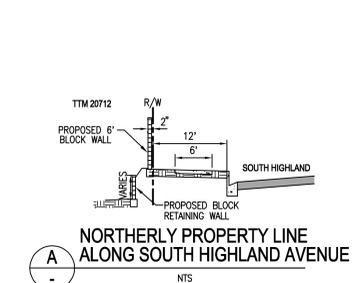
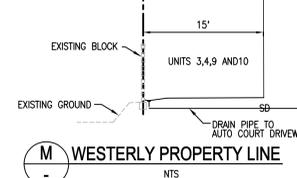
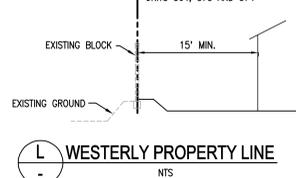
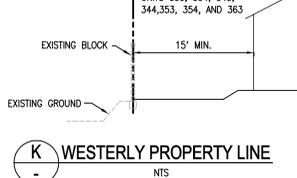
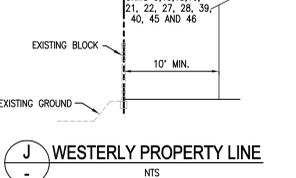
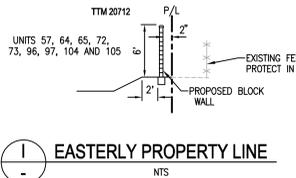
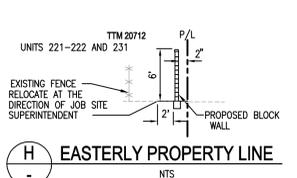
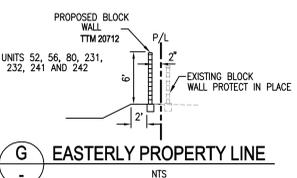
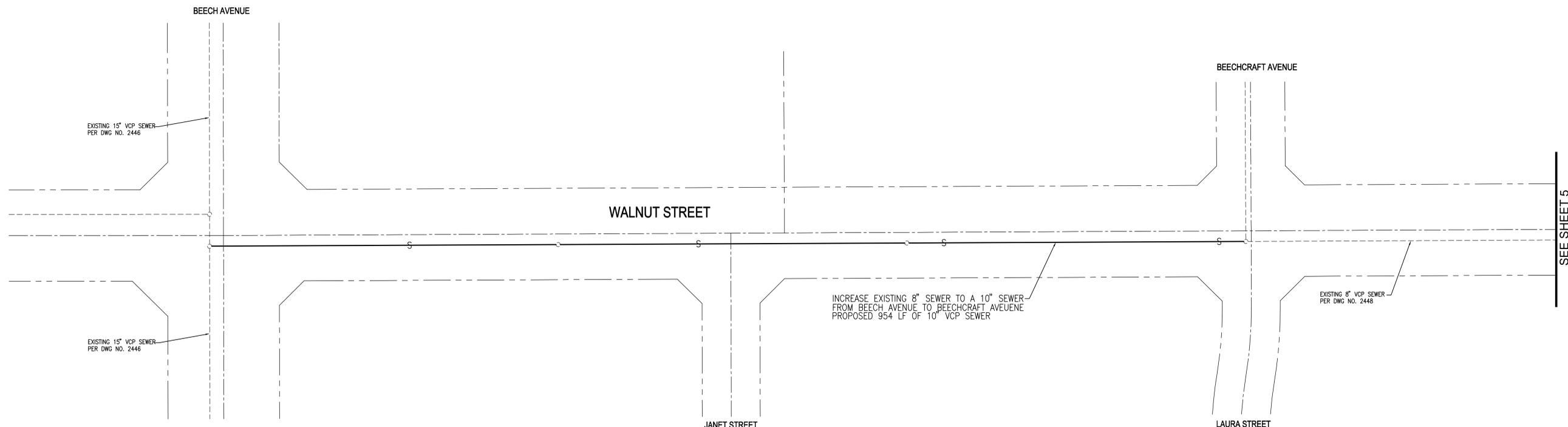
Prepared For: **DIVERSIFIED PACIFIC COMMUNITIES**  
 DIVERSIFIED PACIFIC COMMUNITIES  
 10000 CUMMINGS CENTER DRIVE  
 BANCOR CALIFORNIA, CA 91730  
 PH: (909) 481-1150



SEE SHEET 4



|   |  |               |
|---|--|---------------|
| SHEET TITLE<br><b>UTILITIES PLAN</b>  | DATE   | October, 2025 |
|   | SCALE  | 1"=40'        |
| PROJECT<br><b>WALNUT &amp; SOUTH HIGHLAND TRACT NO. 20712</b>   | DRAWN  | C.V.          |
|   | CHECKED  | R.C.A.        |
| JOB NO.<br><b>5 OF 6</b>  | CITY OF FONTANA, CALIFORNIA  |               |
|   | FILENAME: I:\Diversified Pacific Communities\Walnut_Fontana\DWG's\ENTITLEMENT\CONCEPT GRADING\CONCEPT GRADING_05.dwg |               |
| Prepared For:<br><b>DIVERSIFIED PACIFIC COMMUNITIES</b><br>DIVERSIFIED PACIFIC COMMUNITIES<br>14000 CMC CENTER DRIVE<br>BANGOR CALIFORNIA, CA 91730<br>PH: (909) 481-1150                                       |  |               |
| Prepared By:<br><b>ALLARD ENGINEERING</b><br>Civil Engineering - Land Planning<br>14000 CMC CENTER DRIVE<br>FONTANA, CALIFORNIA 92335<br>PHONE (909) 354-1915<br>04/5/2024 Date<br>Robert K. Allard, P.E. 85349 |  |               |
|   |  |               |



|         |              |
|---------|--------------|
| DATE    | August, 2025 |
| SCALE   | 1"=40'       |
| DRAWN   | C.V.         |
| CHECKED | R.A.         |

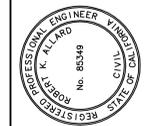
CITY OF FONTANA, CALIFORNIA

**CONCEPTUAL GRADING PLAN**

**WALNUT & SOUTH HIGHLAND**

**TRACT NO. 20712**

Prepared For:  
**DIVERSIFIED PACIFIC COMMUNITIES**  
 DIVERSIFIED PACIFIC COMMUNITIES  
 10000 CMC CENTER DRIVE  
 BAKERSFIELD, CA 93311  
 PH: (805) 481-1150



Prepared By:  
**ALLARD ENGINEERING**  
 Civil Engineering - Land Planning  
 10000 CMC CENTER DRIVE  
 FONTANA, CALIFORNIA 92335  
 Phone (909) 354-1915  
 04/5/2024 Date  
 Robert K. Allard, P.E. 85349





**IRRIGATION SYSTEM NOTE:**

This landscape will utilize an irrigation system combining various technologies for targeted watering and water conservation. Shrubs and ground cover areas will utilize drip irrigation delivering water directly to the plant material. Trees will receive irrigation using bubblers, allowing for deep infrequent irrigation. Each zone will have its own dedicated valve, ensuring individualized watering based on specific needs.

The site will be serviced by a new irrigation point of connection with dedicated potable water line and backflow preventer. An ET based smart controller, rain sensor, flow sensor, and master valve will be installed on this project to prevent excess irrigation during rain events and protect against damage caused by broken irrigation equipment. The irrigation system will be sized to irrigate landscape areas within an 8-hour water window.

Planting and irrigation shall adhere to the City of Fontana's standards and shall meet the City's Water Conservation Ordinance 1895 (MWELD).

**SITE LIGHTING NOTE:**

Uplighting shall be provided at the monument sign located at the intersection of Highland and Knox Avenue, within landscape areas at the site entrances and at the recreation building. Additional lighting (i.e. walkway, accent, landscape lighting) shall be provided within all amenity areas to ensure sufficient light levels are met.

**STREET TREES**

|                 | BOTANIC NAME                | COMMON NAME              | SIZE    | MATURATION (H x W) | WUCOLS |
|-----------------|-----------------------------|--------------------------|---------|--------------------|--------|
| HIGHLAND AVENUE | MAGNOLIA 'SAMUEL SOMMER'    | 'SAMUEL SOMMER' MAGNOLIA | 24" BOX | 25'-45" x 20'-40"  | LOW    |
|                 | PINUS CANARIENSIS           | CANARY ISLAND PINE       | 24" BOX | 70'-90" x 35'-40"  | LOW    |
| WALNUT AVENUE   | KOELREUTERIA PANICULATA     | GOLDENRAIN TREE          | 24" BOX | 20'-30" x 20'-30"  | LOW    |
|                 | PINUS CANARIENSIS           | CANARY ISLAND PINE       | 24" BOX | 70'-90" x 35'-40"  | LOW    |
| KNOX AVENUE     | GINKGO BILOBA 'AUTUMN GOLD' | MAIDENHAIR TREE          | 24" BOX | 40'-60" x 35'-45"  | LOW    |
|                 | PODOCARPUS GRACILOR         | FERN PINE                | 24" BOX | 40'-60" x 20'-25"  | LOW    |

**TREES**

| BOTANIC NAME                | COMMON NAME       | SIZE    | MATURATION (H x W) | WUCOLS |
|-----------------------------|-------------------|---------|--------------------|--------|
| ARBUTUS 'MARINA'            | STRAWBERRY TREE   | 24" BOX | 20'-40" x 20'-30"  | MOD    |
| CAESALPINIA CACALACO        | CASCALOTE         | 24" BOX | 15'-20" x 15'-20"  | LOW    |
| CUPRESSUS SEMPERVIRENS      | ITALIAN CYPRESS   | 24" BOX | 40'-60" x 8'-12"   | LOW    |
| GEUERA PARVIFLORA           | AUSTRALIAN WILLOW | 36" BOX | 25'-30" x 15'-20"  | MOD    |
| LAGERSTROEMIA INDICA        | CRAPE MYRTLE      | 24" BOX | 6'-30" x 10'-30"   | LOW    |
| MAGNOLIA 'MAJESTIC BEAUTY'  | SOUTHERN MAGNOLIA | 36" BOX | 30'-40" x 30"      | MOD    |
| OLEA EUROPAEA               | FRUITLESS OLIVE   | 36" BOX | 25'-30" x 25'-30"  | LOW    |
| PARKINSONIA 'DESERT MUSEUM' | PALO VERDE        | 24" BOX | 30'-40" x 15'-25"  | MOD    |
| PINUS ELDERICA              | AFGHAN PINE       | 24" BOX | 30'-80" x 15'-25"  | LOW    |
| QUERCUS ENGELMANNII         | ENGELMANN OAK     | 24" BOX | 25'-60" x 25'-60"  | LOW    |
| QUERCUS SUBER               | CORK OAK          | 24" BOX | 30'-60" x 40'-50"  | LOW    |

**PALMS**

| BOTANIC NAME         | COMMON NAME            | SIZE       | MATURATION (H x W) | WUCOLS |
|----------------------|------------------------|------------|--------------------|--------|
| CHAMAEROPS HUMILIS   | MEDITERRANEAN FAN PALM | 24" BOX    | 10'-20" x 10'-20"  | LOW    |
| PHOENIX DACTYLIFERA  | DATE PALM              | 12" B.T.H. | 50'-80" x 20'-40"  | LOW    |
| WASHINGTONIA ROBUSTA | MEXICAN FAN PALM       | 8" B.T.H.  | 50'-60" x 10'-15"  | LOW    |

**SHRUBS & GROUND COVER**

| BOTANIC NAME                   | COMMON NAME             | SIZE              | MATURATION (H x W) | WUCOLS |
|--------------------------------|-------------------------|-------------------|--------------------|--------|
| ACHILLEA MILLEFOLIUM           | COMMON YARROW           | 1 GAL @ 24" O.C.  | 1'-2" x 1'-2"      | LOW    |
| ARISTIDA PURPUREA              | PURPLE THREE-AWN        | 1 GAL @ 24" O.C.  | 1'-3" x 2"         | LOW    |
| BACCHARIS 'PIGEON POINT'       | DWARF COYOTE BRUSH      | 1 GAL @ 72" O.C.  | 1'-3" x 8"         | LOW    |
| BOUGAINVILLEA 'ROSENKA'        | ROSENKA BOUGAINVILLEA   | 1 GAL @ 48" O.C.  | 2'-4" x 4'-6"      | LOW    |
| CAESALPINIA PULCHERRIMA        | RED BIRD OF PARADISE    | 5 GAL @ 72" O.C.  | 10'-20" x 6'-12"   | LOW    |
| CAREX DIVULSA                  | EUROPEAN GRAY SEDGE     | 1 GAL @ 24" O.C.  | 1'-2" x 1'-2"      | LOW    |
| CEANOTHUS 'JOYCE COULTER'      | CREeping MOUNTAIN LILAC | 5 GAL @ 72" O.C.  | 2' x 8'            | LOW    |
| DIANELLA REVOLUTA 'LITTLE REV' | LITTLE REV FLAX LILY    | 1 GAL @ 24" O.C.  | 2'-4" x 1'-2"      | LOW    |
| ELYMUS CONDENSATUS             | GIANT WILD RYE          | 5 GAL @ 72" O.C.  | 3'-6" x 3'-6"      | LOW    |
| ECHIUM CANDICANS               | PRIDE OF MADEIRA        | 15 GAL @ 72" O.C. | 5'-6" x 6'-10"     | LOW    |
| FESTUCA 'SISKIYOU BLUE'        | BLUE FESCUE             | 1 GAL @ 24" O.C.  | 1'-2" x 1'-2"      | LOW    |
| HESPERALOE PARVIFLORA          | RED YUCCA               | 1 GAL @ 30" O.C.  | 2'-3" x 4'-5"      | LOW    |
| MUHLENBERGIA RIGENS            | DEER GRASS              | 5 GAL @ 48" O.C.  | 2'-3" x 4'-5"      | LOW    |
| LANTANA 'NEW GOLD'             | NEW GOLD LANTANA        | 1 GAL @ 48" O.C.  | 1'-2" x 2'-4"      | LOW    |
| OLEA EUROPAEA 'LITTLE OLLIE'   | DWARF OLIVE             | 5 GAL @ 72" O.C.  | 6' x 6'            | LOW    |
| PENNISETUM SETACEUM            | FOUNTAIN GRASS          | 5 GAL @ 48" O.C.  | 2'-3" x 2'-3"      | LOW    |
| PRUNUS ILICIFOLIA              | HOLLYLEAF CHERRY        | 15 GAL @ 72" O.C. | 15'-20" x 15'-20"  | LOW    |
| ROMNEYA COULTERI               | MATILIA POPPY           | 15 GAL @ 48" O.C. | 6'-10" x 2'-4"     | LOW    |
| ROSMARINUS OFF. 'PROSTRATUS'   | DWARF ROSEMARY          | 1 GAL @ 48" O.C.  | 1'-2" x 4'-8"      | LOW    |
| SALVIA LEUCANTHA               | MEXICAN BUSH SAGE       | 1 GAL @ 72" O.C.  | 3'-4" x 4'-6"      | LOW    |
| SENECIO REPENS                 | BLUE CHALKSTICKS        | 1 GAL @ 36" O.C.  | <1' x 2'-4"        | LOW    |
| TEUCRIUM FRUTICANS             | GERMANDER               | 15 GAL @ 60" O.C. | 4'-8" x 4'-8"      | LOW    |

- HYBRID BERMUDA SODDED TURF
- PRIVATE BACKYARDS

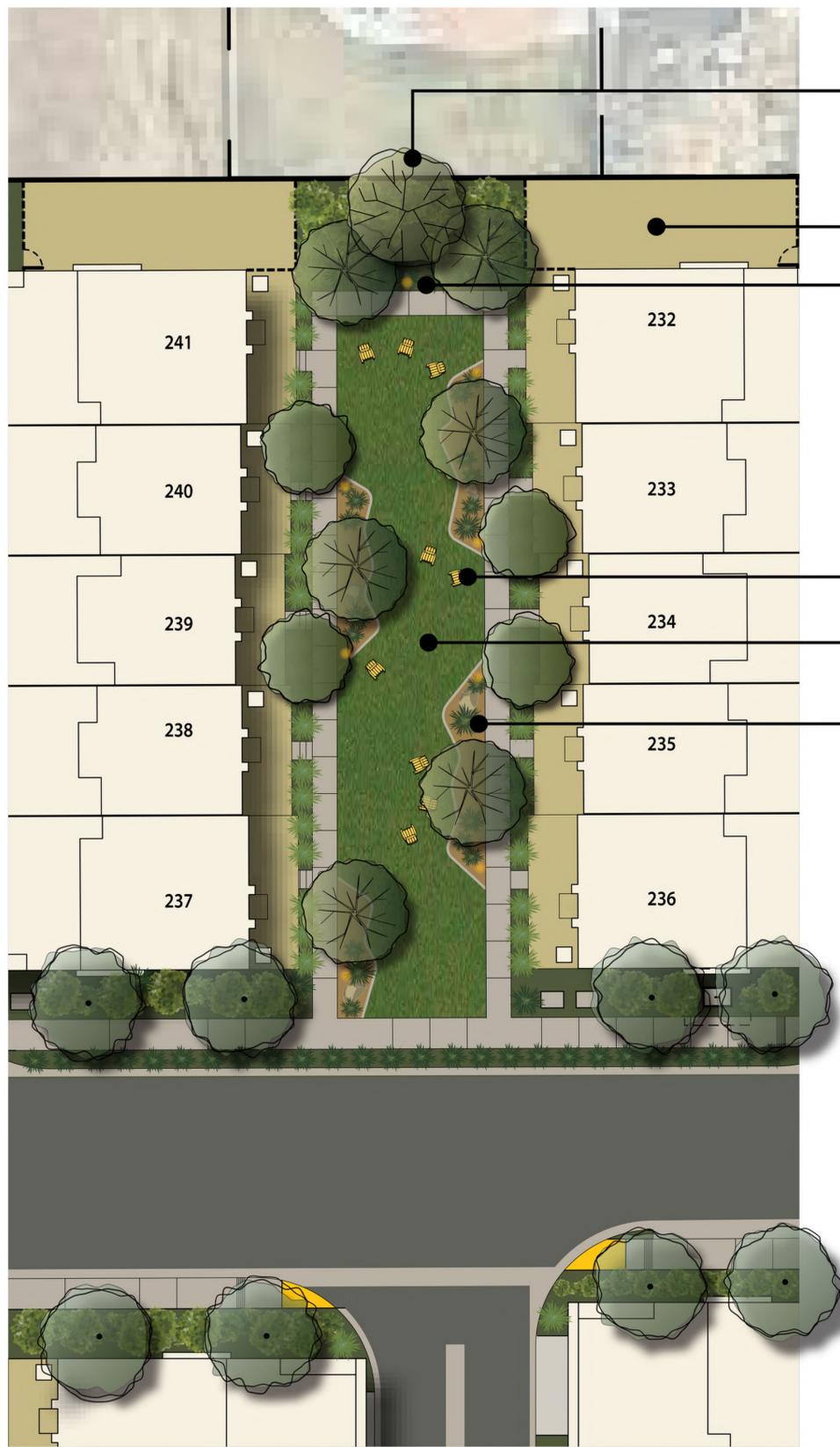
LANDSCAPE SITE PLAN  
**FONTANA WALNUT**



DATE: 02-06-2025  
COMMUNITY WORKS DESIGN GROUP  
7111 INDIANA AVENUE, SUITE 300 RIVERSIDE, CA 92504  
(951) 369-0700



L-1



36" BOX TREES ALONG EAST PROPERTY LINE

PRIVATE BACKYARD

AMENITY LIGHTING (TYP.)

CAUSAL LAWN SEATING

NATURAL GRASS LAWN

DROUGHT TOLERANT LANDSCAPE WITH BOULDERS

PARK 'A'



DECORATIVE LOW WALL

NATURAL GRASS LAWN

BBQ GRILLS

COVERED PICNIC AREA

AMENITY LIGHTING (TYP.)

DROUGHT TOLERANT LANDSCAPE WITH BOULDERS

TOT LOT

PRIVATE BACKYARD

PARK 'B'



PARK ENLARGEMENTS  
**FONTANA WALNUT**



POOL ENLARGEMENT  
**FONTANA WALNUT**

MATCHLINE; SEE L-3



PASEO & PARK 'C' ENLARGEMENTS  
**FONTANA WALNUT**



DATE: 02-06-2025  
 COMMUNITY WORKS DESIGN GROUP  
 7111 INDIANA AVENUE, SUITE 300 RIVERSIDE, CA 92504  
 (951) 369-0700



L-4



**LEGEND**

- |  |   |
|--|---|
| <p><b>1</b> 6' TALL TAN CMU BLOCK WALL (SPLIT-FACE ONE SIDE) ATOP 3' TALL (MAX.) RETAINING WALL</p> <p><b>2</b> 6' TALL TAN CMU BLOCK WALL (SPLIT-FACE ONE SIDE)</p> <p><b>3</b> EXISTING CMU BLOCK WALL</p> <p><b>4</b> 6' TALL TUBULAR STEEL POOL FENCE</p> <p><b>5</b> 2' TALL DECORATIVE WALL ALONG ACTIVE SPACE AMENITIES</p> | <p><b>6</b> 5.5' TALL VINYL FENCE</p> <p><b>7</b> 5.5' TALL VINYL FENCE ATOP RETAINING WALL</p> <p><b>8</b> MONUMENT SIGN</p> <p><b>9</b> 6.5' TALL TAN SPLIT FACE CMU PILASTER (50' O.C. ALONG HIGHLAND AVENUE, KNOX AVENUE &amp; WALNUT STREET)</p> |
|--|---|

WALL & FENCE PLAN  
**FONTANA WALNUT**



DATE: 02-06-2025  
 COMMUNITY WORKS DESIGN GROUP  
 7111 INDIANA AVENUE, SUITE 300 RIVERSIDE, CA 92504  
 (951) 369-0700





# AMENITIES FONTANA WALNUT

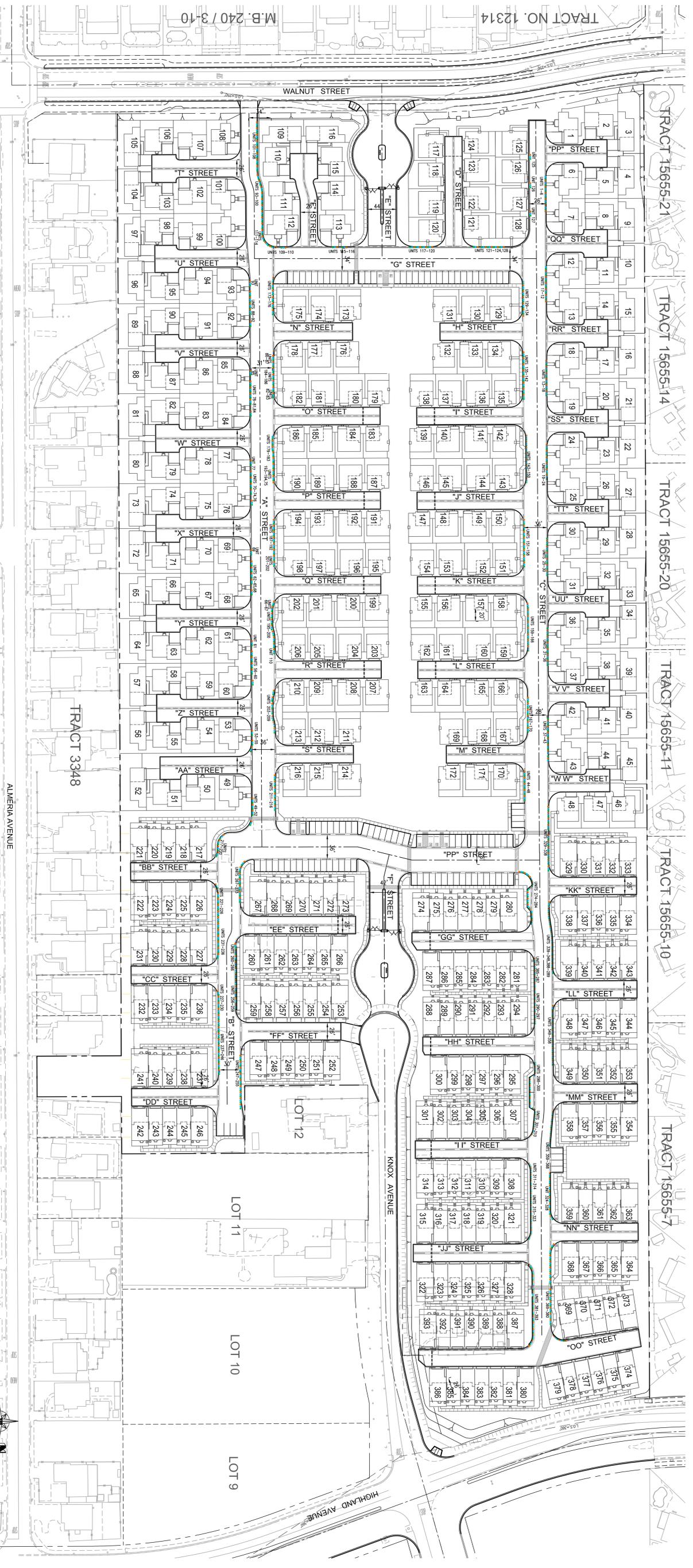
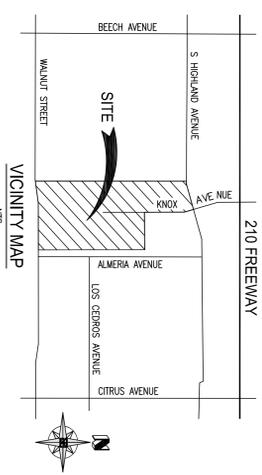


DATE: 02-06-2025  
COMMUNITY WORKS DESIGN GROUP  
7111 INDIANA AVENUE, SUITE 300 RIVERSIDE, CA 92504  
(951) 369-0700

L-6



# CITY OF FONTANA TRASH PICKUP EXHIBIT WALNUT FONTANA

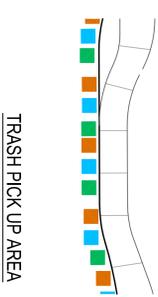
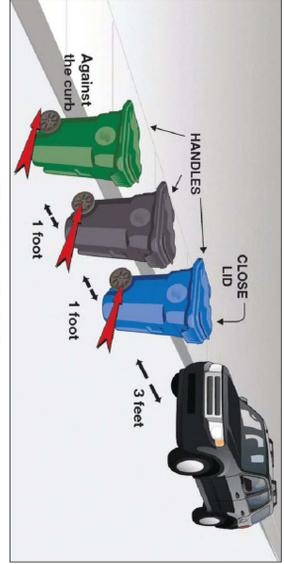


- LEGEND**
- 365 BARRIET TRASH BIN (65 GALLON)
  - 365 BARRIET RECYCLE BIN (65 GALLON)
  - 365 BARRIET ORGANIC WASTE BIN (35 GALLON)
- 1:155 TOTAL

**CITY OF FONTANA  
TRASH PICKUP EXHIBIT**  
APN: 0243-142-01

Prepared For:  
**DIVERSIFIED PACIFIC COMMUNITIES**  
DIVERSIFIED PACIFIC COMMUNITIES  
10621 CIVIC CENTER DRIVE  
RANCHO CUCAMONCA, CA 91730  
PH: (909) 451-1150

Prepared By:  
**ALLARD ENGINEERING**  
Civil Engineering - Land Surveying - Land Planning  
10000 Valley Avenue  
Rancho Cucamonga, CA 91730  
Phone: (909) 396-1815



# FONTANA WALNUT

|      |   |      |   |
|------|---|------|---|
| A-1  | Cover Sheet                               | A-16 | Plan 3 (1936) - Front Elevations          |
| A-2  | Typical Cluster Plan (6-PACK)             | A-17 | Plan 3A (1936) - Floor Plan               |
| A-3  | Typical Cluster Plan (8-PACK)             | A-18 | Plan 3A (1936) - "A" Spanish Elevations   |
| A-4  | Plan 1 (1690) - Front Elevations          | A-19 | Plan 3B (1936) - "B" Cottage Elevations   |
| A-5  | Plan 1A (1690) - Floor Plan               | A-20 | Plan 3C (1936) - "C" Farmhouse Elevations |
| A-6  | Plan 1A (1690) - "A" Spanish Elevations   | A-21 | Plan 3 (1936) - Roof Plans                |
| A-7  | Plan 1B (1690) - "B" Cottage Elevations   | A-22 | Written Color Schemes                     |
| A-8  | Plan 1C (1690) - "C" Farmhouse Elevations | A-23 | Color Boards - "A" Spanish                |
| A-9  | Plan 1 (1690) - Roof Plans                | A-24 | Color Boards - "B" Cottage                |
| A-10 | Plan 2 (1779) - Front Elevations          | A-25 | Color Boards - "C" Farmhouse              |
| A-11 | Plan 2A (1779) - Floor Plan               |      |   |
| A-12 | Plan 2A (1779) - "A" Spanish Elevations   |      |   |
| A-13 | Plan 2B (1779) - "B" Cottage Elevations   |      |   |
| A-14 | Plan 2C (1779) - "C" Farmhouse Elevations |      |   |
| A-15 | Plan 2 (1779) - Roof Plans                |      |   |

|      |   |      |   |
|------|---|------|---|
| A-26 | Cover Sheet                               | A-41 | Plan 3 (1960) - Front Elevations          |
| A-27 | Typical Motor Court Plan (6-PACK)         | A-42 | Plan 3A (1960) - Floor Plan               |
| A-28 | Typical Motor Court Plan (8-PACK)         | A-43 | Plan 3A (1960) - "A" Spanish Elevations   |
|      |   | A-44 | Plan 3B (1960) - "B" Cottage Elevations   |
| A-29 | Plan 1 (1688) - Front Elevations          | A-45 | Plan 3C (1960) - "C" Farmhouse Elevations |
| A-30 | Plan 1A (1688) - Floor Plan               | A-46 | Plan 3 (1960) - Roof Plans                |
| A-31 | Plan 1A (1688) - "A" Spanish Elevations   |      |   |
| A-32 | Plan 1B (1688) - "B" Cottage Elevations   | A-47 | Written Color Schemes                     |
| A-33 | Plan 1C (1688) - "C" Farmhouse Elevations | A-48 | Color Boards - "A" Spanish                |
| A-34 | Plan 1 (1688) - Roof Plans                | A-49 | Color Boards - "B" Cottage                |
|      |   | A-50 | Color Boards - "C" Farmhouse              |
| A-35 | Plan 2 (1893) - Front Elevations          |      |   |
| A-36 | Plan 2A (1893) - Floor Plan               |      |   |
| A-37 | Plan 2A (1893) - "A" Spanish Elevations   |      |   |
| A-38 | Plan 2B (1893) - "B" Cottage Elevations   |      |   |
| A-39 | Plan 2C (1893) - "C" Farmhouse Elevations |      |   |
| A-40 | Plan 2 (1893) - Roof Plans                |      |   |

|      |   |
|------|---|
| A-51 | Cover Sheet   |
| A-52 | 501A Building Composite (5-PLEX) - Floor Plan         |
| A-53 | 501A Building Composite (5-PLEX) - Spanish Elevations |
| A-54 | 501A Building Composite (5-PLEX) - Roof Plan          |
| A-55 | 601A Building Composite (6-PLEX) - Floor Plan         |
| A-56 | 601A Building Composite (6-PLEX) - Spanish Elevations |
| A-57 | 601A Building Composite (6-PLEX) - Roof Plan          |
| A-58 | 701A Building Composite (7-PLEX) - Floor Plan         |
| A-59 | 701A Building Composite (7-PLEX) - Spanish Elevations |
| A-60 | 701A Building Composite (7-PLEX) - Roof Plan          |
| A-61 | Written Color Schemes                                 |
| A-62 | Color Boards - "A" Spanish                            |

|      |  |
|------|--|
| A-63 | Cover Sheet                                |
| A-64 | Recreational Building - Floor Plan         |
| A-65 | Recreational Building - Spanish Elevations |
| A-66 | Recreational Building - Roof Plan          |
| A-67 | Written Color Scheme & Color Board         |



Builder:  
Diversified Pacific Communities  
10621 Civic Center Drive  
Rancho Cucamonga, CA 91730

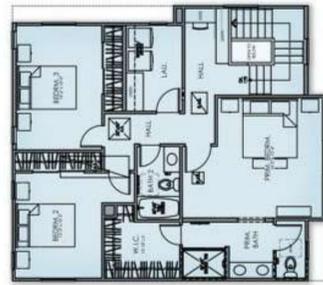
Contact: Jason Holt  
Email: [jholt@divpac.com](mailto:jholt@divpac.com)  
Business: 909-481-1150  
[www.diversifiedpacific.com](http://www.diversifiedpacific.com)



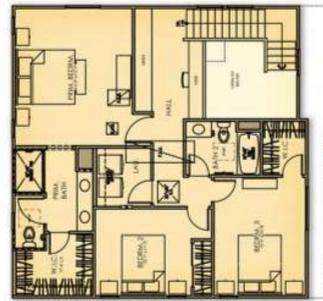
Architect:  
Kevin L. Crook Architect, Inc.  
1360 Reynolds Ave. Suite 110  
Irvine, Ca 92614

Contact: Jeff Addison  
Email: [Jaddison@klcarch.com](mailto:Jaddison@klcarch.com)  
Business: 949-660-1587  
[www.klcarch.com](http://www.klcarch.com)

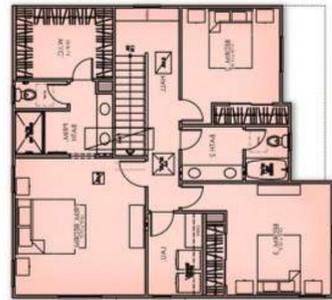
# FONTANA WALNUT CLUSTER



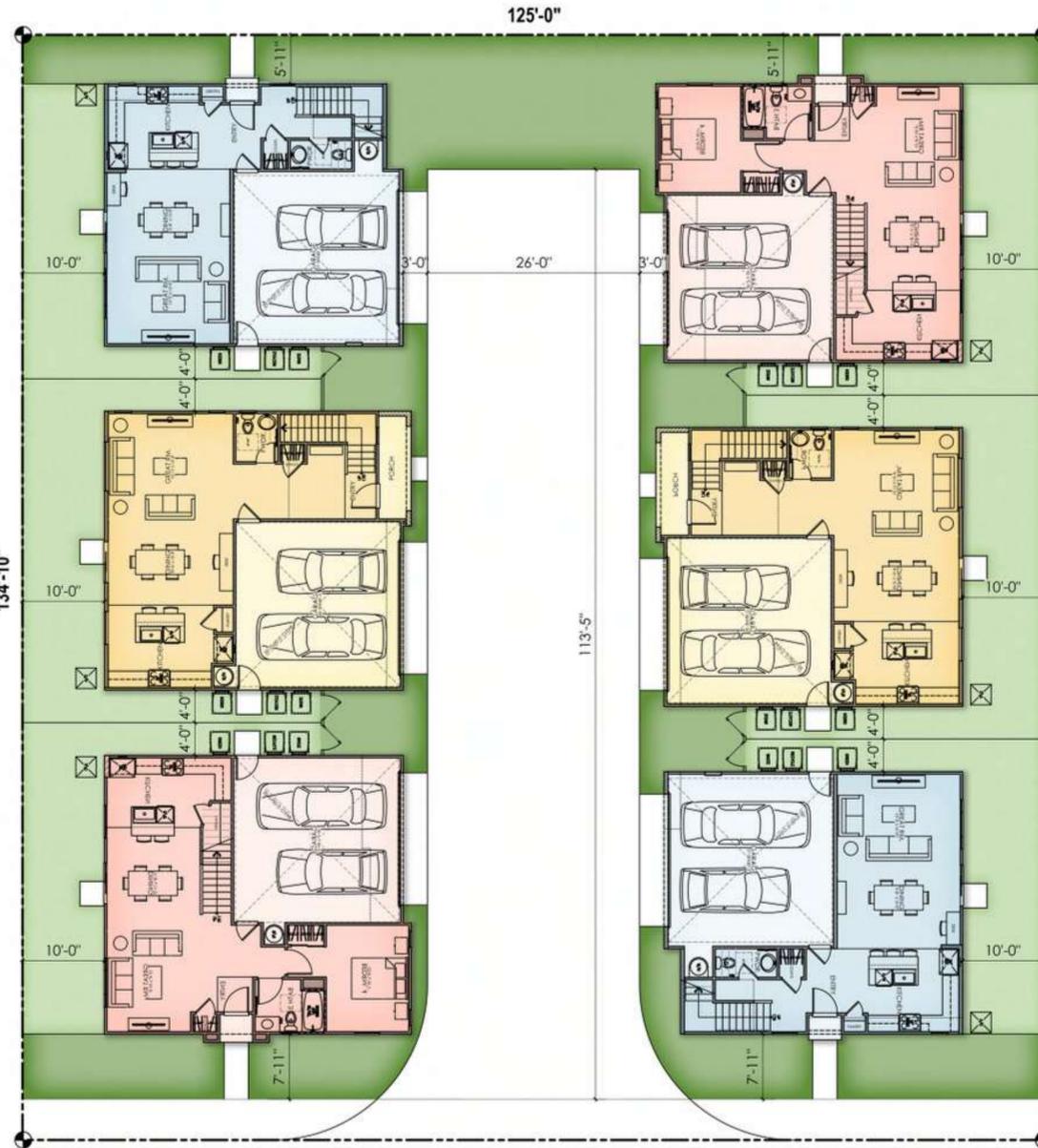
PLAN 1  
3 BR, 2.5 Ba  
(1,690 sq.ft.)



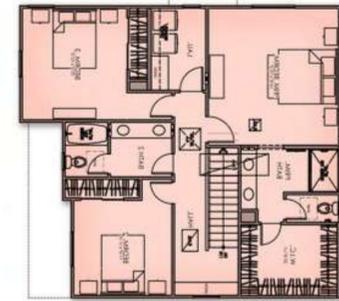
PLAN 2  
3 BR, 2.5 Ba  
(1,779 sq.ft.)



PLAN 3  
4 BR, 3 Ba  
(1,936 sq.ft.)



PLAN 3  
4 BR, 3 Ba  
(1,936 sq.ft.)



PLAN 2  
3 BR, 2.5 Ba  
(1,779 sq.ft.)

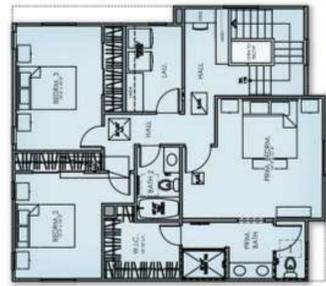


PLAN 1  
3 BR, 2.5 Ba  
(1,690 sq.ft.)

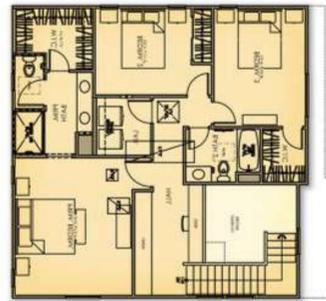


TYPICAL CLUSTER PLAN (6-PACK)

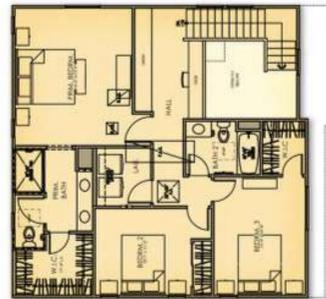




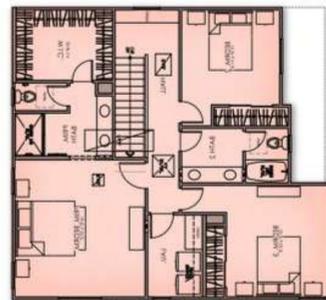
PLAN 1  
3 BR, 2.5 Ba  
(1,690 sq.ft.)



PLAN 2  
3 BR, 2.5 Ba  
(1,779 sq.ft.)



PLAN 2  
3 BR, 2.5 Ba  
(1,779 sq.ft.)



PLAN 3  
4 BR, 3 Ba  
(1,936 sq.ft.)

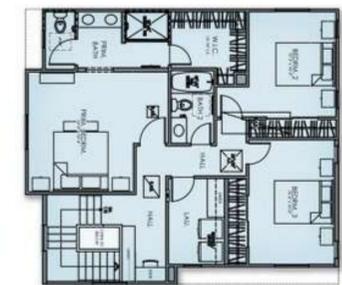
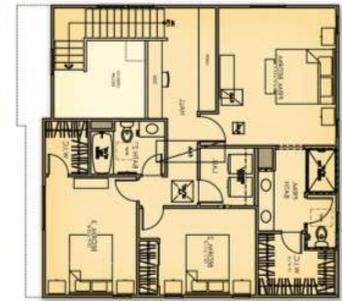
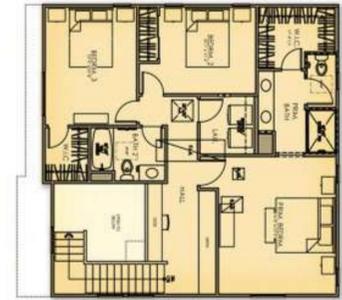
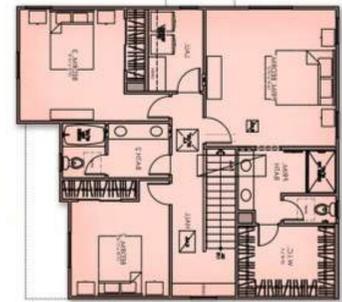


PLAN 3  
4 BR, 3 Ba  
(1,936 sq.ft.)

PLAN 2  
3 BR, 2.5 Ba  
(1,779 sq.ft.)

PLAN 2  
3 BR, 2.5 Ba  
(1,779 sq.ft.)

PLAN 1  
3 BR, 2.5 Ba  
(1,690 sq.ft.)



### TYPICAL CLUSTER PLAN (8-PACK)





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A - SPANISH

CARRIAGE LIGHTS



"A" BRENTWOOD  
BLACK - XELESSEX0115



"B" SHEPHERD  
MDWZ - XELESSEX0007



"C" HUNNINGTON  
BLACK - XELESSEX0010



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B - COTTAGE

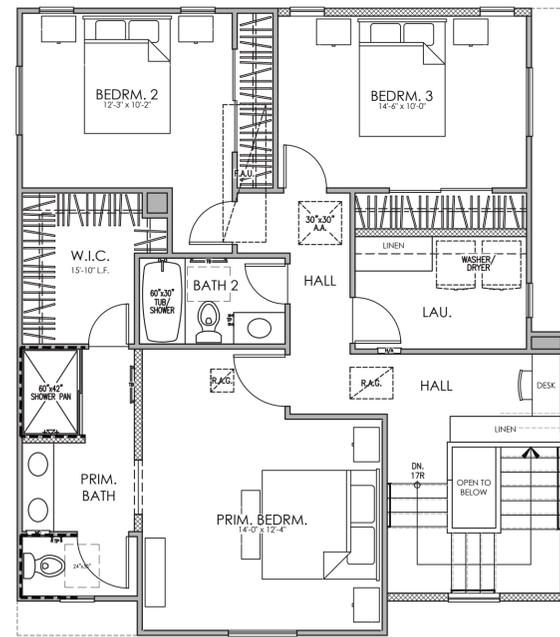


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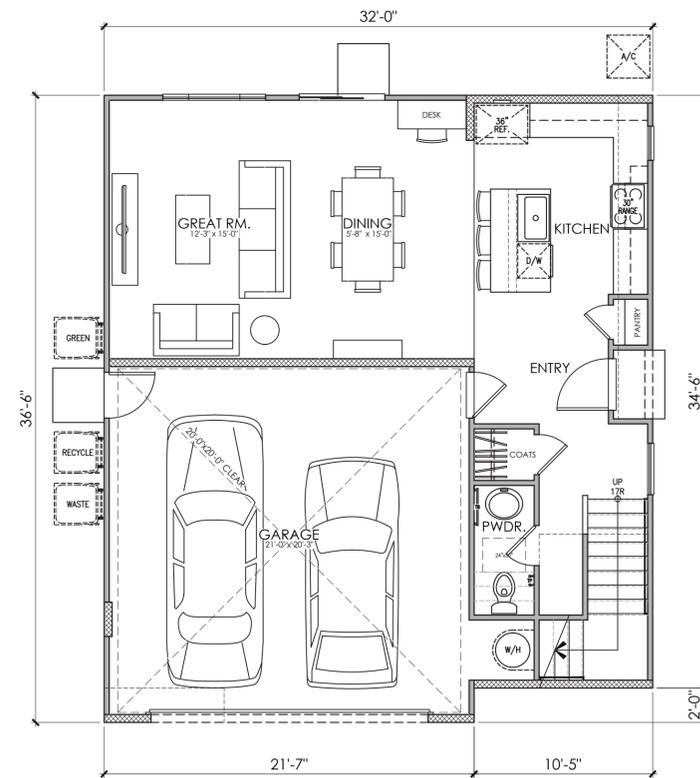
C - FARMHOUSE

PLAN 1 (1690)  
FRONT ELEVATIONS



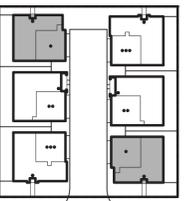


SECOND FLOOR



FIRST FLOOR

PLAN 1A (1690)  
3 BEDROOM, 2.5 BATH  
FLOOR PLAN



6-PACK



8-PACK

KEYMAP

PLAN 1  
AREA TABULATION

| CONDITIONED SPACE   |               |
|---------------------|---------------|
| FIRST FLOOR AREA    | 681 SQ. FT.   |
| SECOND FLOOR AREA   | 1,009 SQ. FT. |
| TOTAL DWELLING      | 1,690 SQ. FT. |
| UNCONDITIONED SPACE |               |
| GARAGE              | 457 SQ. FT.   |
| PORCH               | 9 SQ. FT.     |





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FRONT



RIGHT

**MATERIALS LEGEND**

- (WHERE OCCURS)
- FRONT DOOR: FIBERGLASS
  - GARAGE DOOR: METAL SECTIONAL
  - ROOF: CONCRETE "S" TILE
  - FASCIA: 2x6 WOOD
  - BARGE: 2x6 WOOD
  - GABLE END: SIMULATED CLAY TILE
  - WALL: STUCCO
  - WINDOWS: VINYL W/ GRIDS
  - SHUTTERS: SIMULATED WOOD
  - TRIM: STUCCO OVER RIGID FOAM (2X)
  - WAINSCOT: STUCCO



REAR



LEFT

COLOR SCHEME 1  
 PLAN 1A (1690)  
 "A" SPANISH ELEVATIONS





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FRONT



RIGHT

**MATERIALS LEGEND**  
(WHERE OCCURS)

- FRONT DOOR: FIBERGLASS
- GARAGE DOOR: METAL SECTIONAL
- ROOF: CONCRETE FLAT TILE
- FASCIA: 2x6 WOOD
- BARGE: 2x6 WOOD
- GABLE END: LAP SIDING
- WALL: STUCCO
- WINDOWS: VINYL W/ GRIDS
- SHUTTERS: SIMULATED WOOD
- TRIM: STUCCO OVER RIGID FOAM
- WAINSCOT: BRICK VENEER



REAR



LEFT

COLOR SCHEME 4  
PLAN 1B (1690)  
"B" COTTAGE ELEVATIONS





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FRONT



RIGHT

**MATERIALS LEGEND**  
(WHERE OCCURS)

- FRONT DOOR: FIBERGLASS
- GARAGE DOOR: METAL SECTIONAL
- ROOF: CONCRETE FLAT TILE
- FASCIA: 2x6 WOOD
- BARGE: 2x6 WOOD
- GABLE: CEMENTITIOUS BOARD AND BATTEN
- WALL: STUCCO
- WINDOWS: VINYL W/ GRIDS
- SHUTTERS: SIMULATED WOOD
- TRIM: STUCCO OVER RIGID FOAM
- WAINSCOT: BRICK VENEER



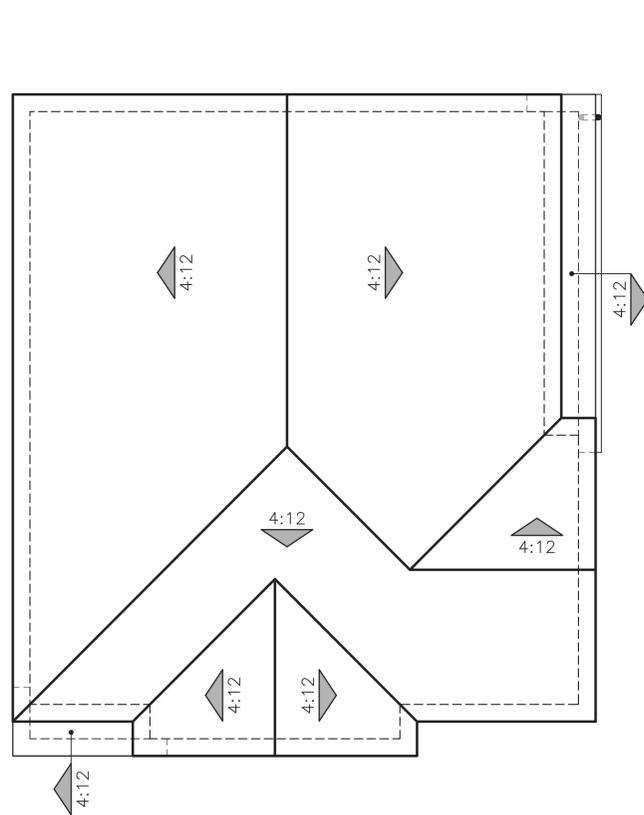
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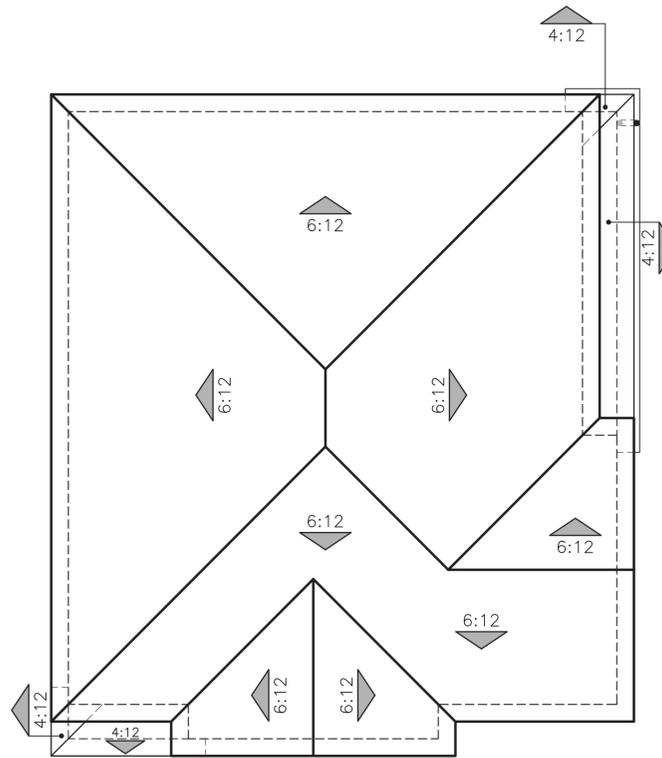
LEFT

COLOR SCHEME 7  
**PLAN 1C (1690)**  
 "C" FARMHOUSE ELEVATIONS

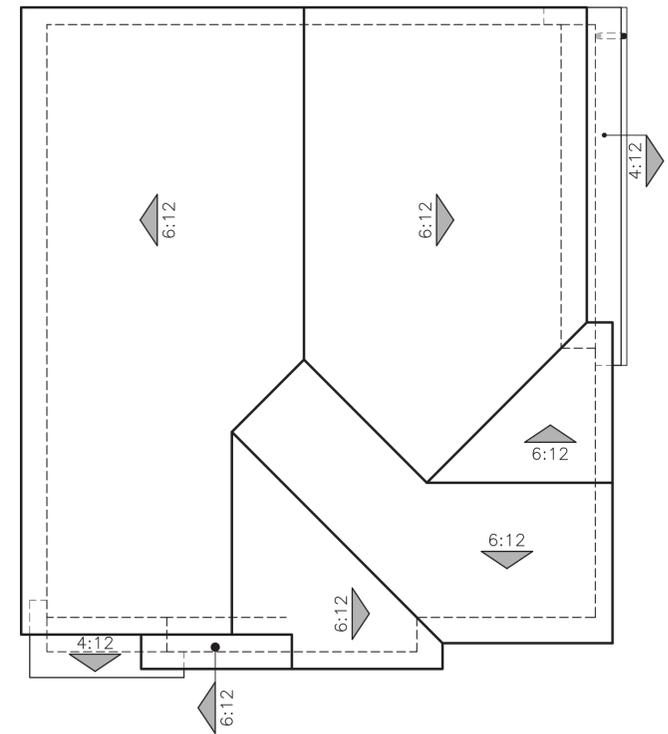




A - SPANISH



B - COTTAGE



C - FARMHOUSE

PLAN 1 (1690)  
ROOF PLANS





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A - SPANISH

CARRIAGE LIGHTS



"A" BRENTWOOD  
BLACK - XELESSEX0115



"B" SHEPHERD  
MDWZ - XELESSEX0007



"C" HUNNINGTON  
BLACK - XELESSEX0010



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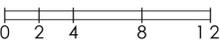
B - COTTAGE



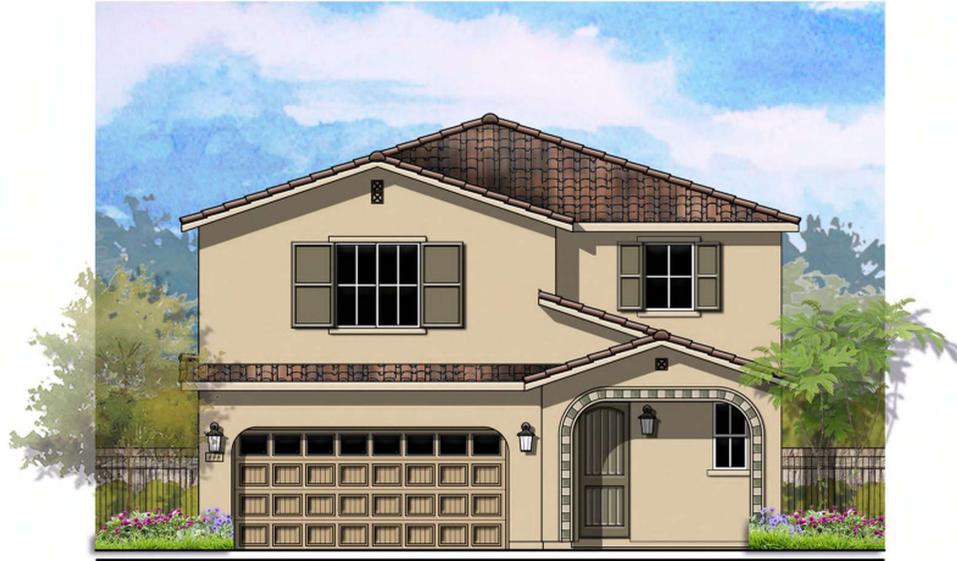
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C - FARMHOUSE

PLAN 2 (1779)  
FRONT ELEVATIONS







© 2025 Kevin L. Crook Architect, Inc. Refer to landscape drawings for wall, tree, and shrub locations

FRONT



RIGHT

**MATERIALS LEGEND**

(WHERE OCCURS)

|              |                             |
|--------------|-----------------------------|
| FRONT DOOR:  | FIBERGLASS                  |
| GARAGE DOOR: | METAL SECTIONAL             |
| ROOF:        | CONCRETE "S" TILE           |
| FASCIA:      | 2x6 WOOD                    |
| BARGE:       | 2x6 WOOD                    |
| GABLE END:   | SIMULATED CLAY TILE         |
| WALL:        | STUCCO                      |
| WINDOWS:     | VINYL W/ GRIDS              |
| SHUTTERS:    | SIMULATED WOOD              |
| TRIM:        | STUCCO OVER RIGID FOAM (2X) |
| WAINSCOT:    | STUCCO                      |



REAR



LEFT

COLOR SCHEME 2  
 PLAN 2A (1779)  
 "A" SPANISH ELEVATIONS





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FRONT



RIGHT

**MATERIALS LEGEND**

- (WHERE OCCURS)
- FRONT DOOR: FIBERGLASS
  - GARAGE DOOR: METAL SECTIONAL
  - ROOF: CONCRETE FLAT TILE
  - FASCIA: 2x6 WOOD
  - BARGE: 2x6 WOOD
  - GABLE END: LAP SIDING
  - WALL: STUCCO
  - WINDOWS: VINYL W/ GRIDS
  - SHUTTERS: SIMULATED WOOD
  - TRIM: STUCCO OVER RIGID FOAM
  - WAINSCOT: BRICK VENEER



REAR



LEFT

COLOR SCHEME 5  
 PLAN 2B (1779)  
 "B" COTTAGE ELEVATIONS





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FRONT



RIGHT

**MATERIALS LEGEND**  
(WHERE OCCURS)

- FRONT DOOR: FIBERGLASS
- GARAGE DOOR: METAL SECTIONAL
- ROOF: CONCRETE FLAT TILE
- FASCIA: 2x6 WOOD
- BARGE: 2x6 WOOD
- GABLE: CEMENTITIOUS BOARD AND BATTEN
- WALL: STUCCO
- WINDOWS: VINYL W/ GRIDS
- SHUTTERS: SIMULATED WOOD
- TRIM: STUCCO OVER RIGID FOAM
- WAINSCOT: BRICK VENEER



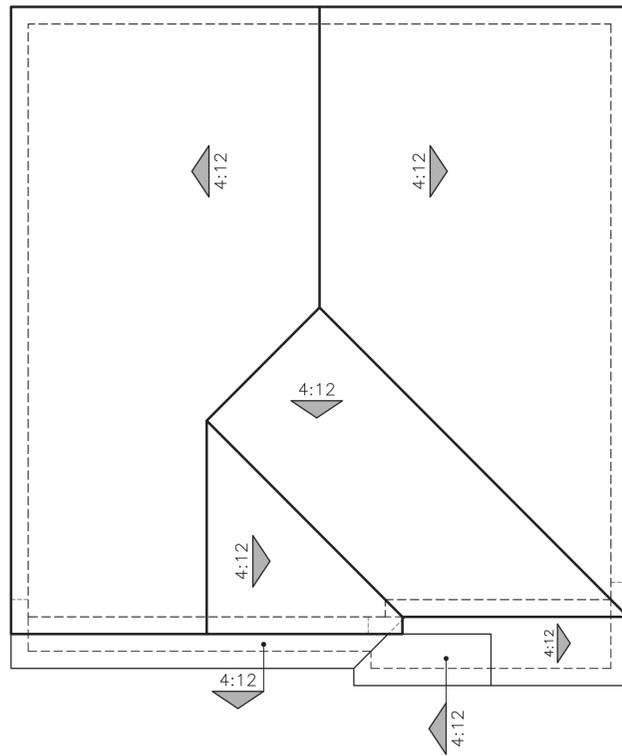
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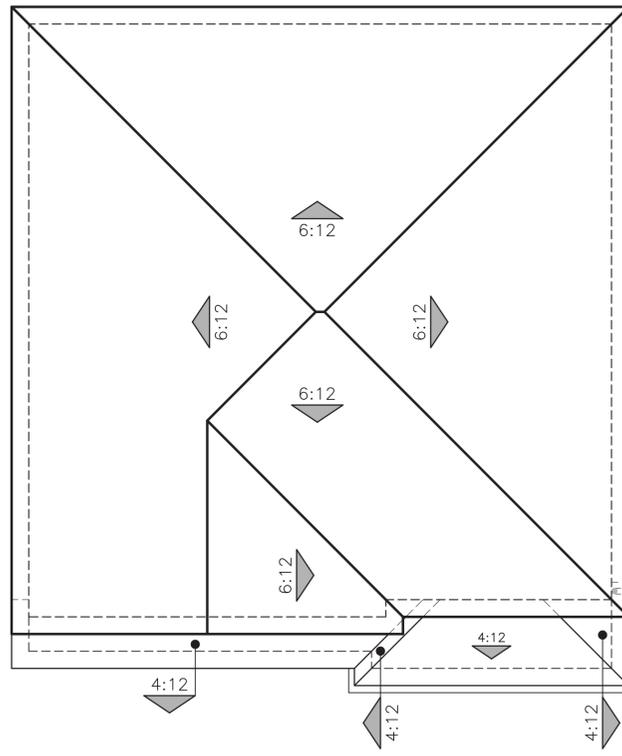
LEFT

COLOR SCHEME 8  
**PLAN 2C (1779)**  
 "C" FARMHOUSE ELEVATIONS

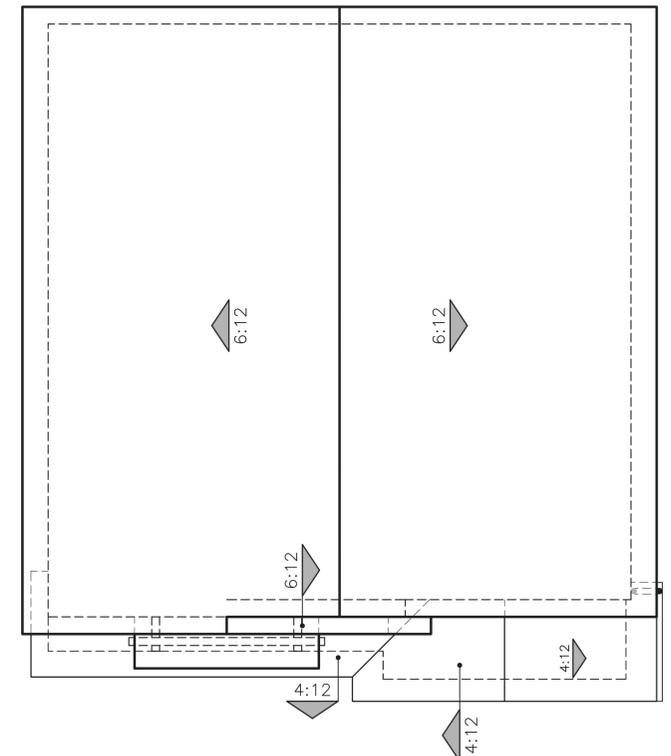




A - SPANISH



B - COTTAGE



C - FARMHOUSE

PLAN 2 (1779)  
ROOF PLANS





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A - SPANISH

CARRIAGE LIGHTS



"A" BRENTWOOD  
BLACK - XELESSEX0115



"B" SHEPHERD  
MDWZ - XELESSEX0007



"C" HUNNINGTON  
BLACK - XELESSEX0010



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B - COTTAGE

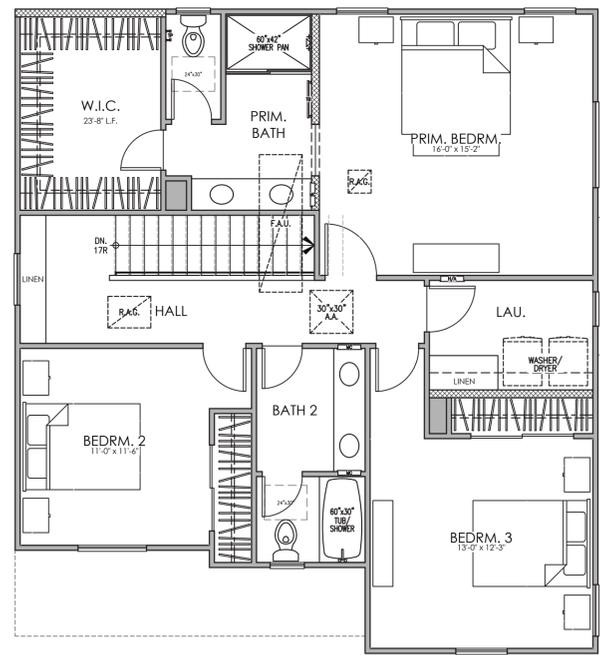


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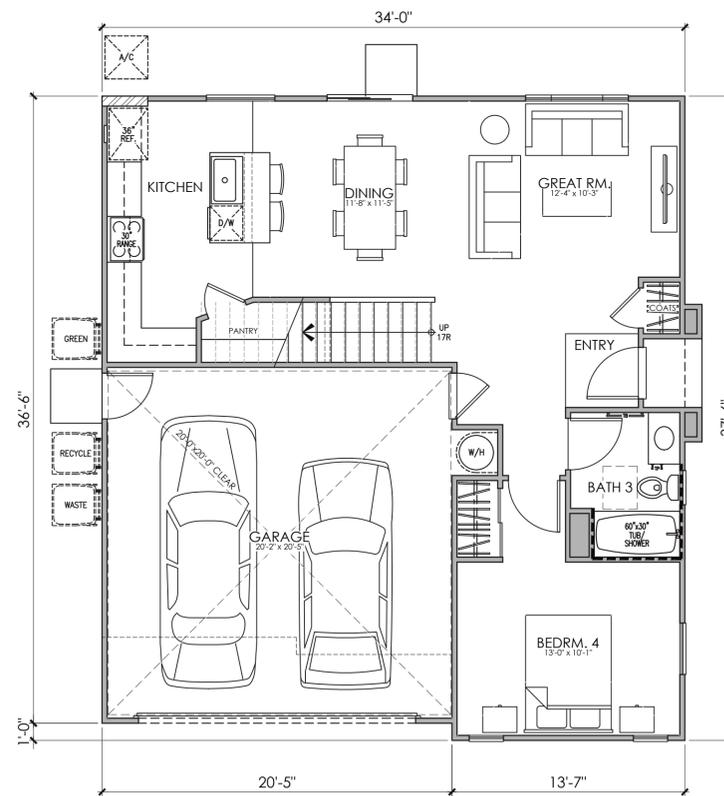
C - FARMHOUSE

PLAN 3 (1936)  
FRONT ELEVATIONS



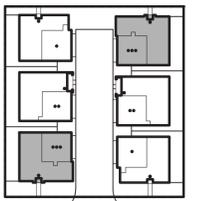


SECOND FLOOR

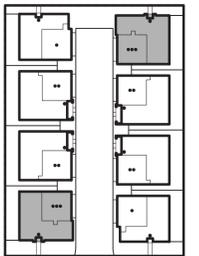


FIRST FLOOR

PLAN 3A (1936)  
 4 BEDROOM, 3 BATH  
 FLOOR PLAN



6-PACK



8-PACK

KEYMAP

PLAN 3  
 AREA TABULATION

| CONDITIONED SPACE   |               |
|---------------------|---------------|
| FIRST FLOOR AREA    | 815 SQ. FT.   |
| SECOND FLOOR AREA   | 1,121 SQ. FT. |
| TOTAL DWELLING      | 1,936 SQ. FT. |
| UNCONDITIONED SPACE |               |
| GARAGE              | 430 SQ. FT.   |
| PORCH               | 14 SQ. FT.    |





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FRONT



RIGHT

**MATERIALS LEGEND**

- (WHERE OCCURS)
- FRONT DOOR: FIBERGLASS
  - GARAGE DOOR: METAL SECTIONAL
  - ROOF: CONCRETE "S" TILE
  - FASCIA: 2x6 WOOD
  - BARGE: 2x6 WOOD
  - GABLE END: SIMULATED CLAY TILE
  - WALL: STUCCO
  - WINDOWS: VINYL W/ GRIDS
  - SHUTTERS: SIMULATED WOOD
  - TRIM: STUCCO OVER RIGID FOAM (2X)
  - WAINSCOT: STUCCO



REAR



LEFT

COLOR SCHEME 3  
**PLAN 3A (1936)**  
 "A" SPANISH ELEVATIONS





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FRONT



RIGHT

**MATERIALS LEGEND**  
(WHERE OCCURS)

- FRONT DOOR: FIBERGLASS
- GARAGE DOOR: METAL SECTIONAL
- ROOF: CONCRETE FLAT TILE
- FASCIA: 2x6 WOOD
- BARGE: 2x6 WOOD
- GABLE END: LAP SIDING
- WALL: STUCCO
- WINDOWS: VINYL W/ GRIDS
- SHUTTERS: SIMULATED WOOD
- TRIM: STUCCO OVER RIGID FOAM
- WAINSCOT: BRICK VENEER



REAR



LEFT

COLOR SCHEME 6  
**PLAN 3B (1936)**  
 "B" COTTAGE ELEVATIONS





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FRONT



RIGHT

**MATERIALS LEGEND**

- (WHERE OCCURS)
- FRONT DOOR: FIBERGLASS
  - GARAGE DOOR: METAL SECTIONAL
  - ROOF: CONCRETE FLAT TILE
  - FASCIA: 2x6 WOOD
  - BARGE: 2x6 WOOD
  - GABLE: CEMENTITIOUS BOARD AND BATTEN
  - WALL: STUCCO
  - WINDOWS: VINYL W/ GRIDS
  - SHUTTERS: SIMULATED WOOD
  - TRIM: STUCCO OVER RIGID FOAM
  - WAINSCOT: BRICK VENEER



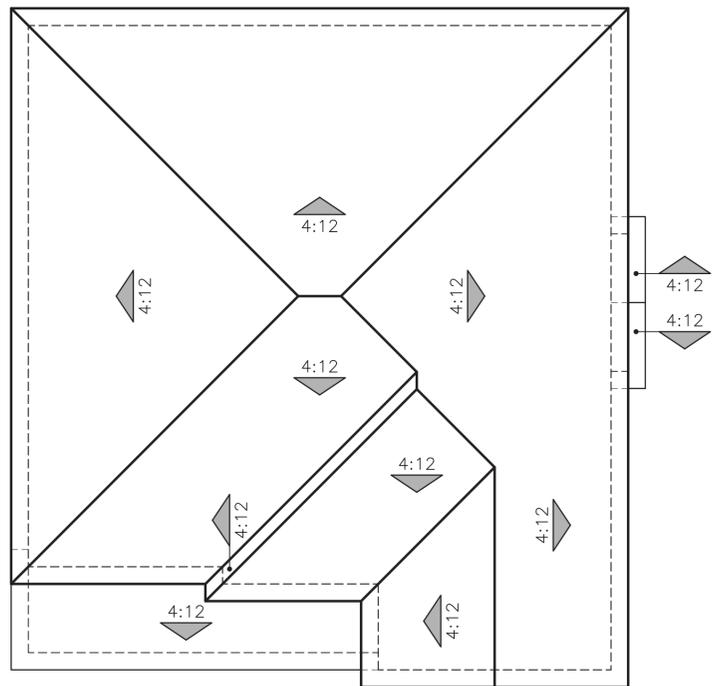
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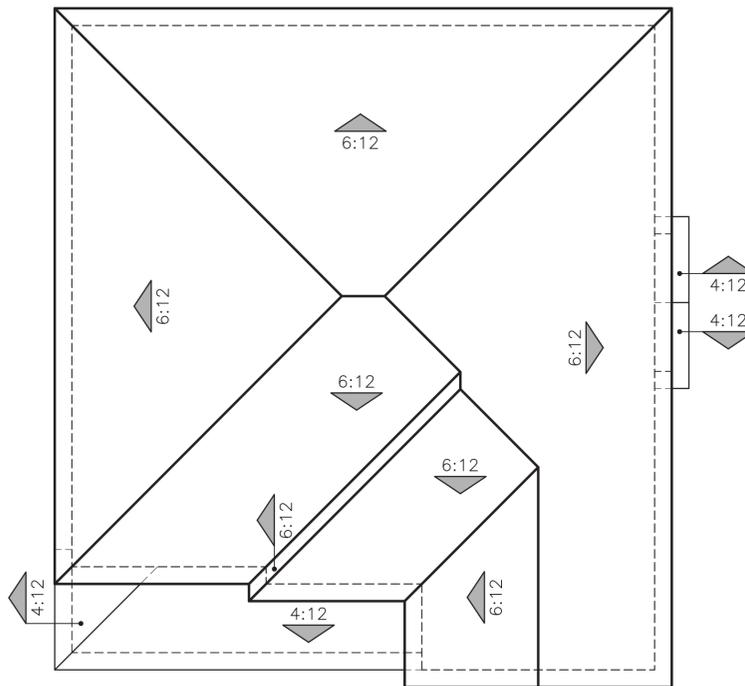
LEFT

COLOR SCHEME 9  
**PLAN 3C (1936)**  
 "C" FARMHOUSE ELEVATIONS

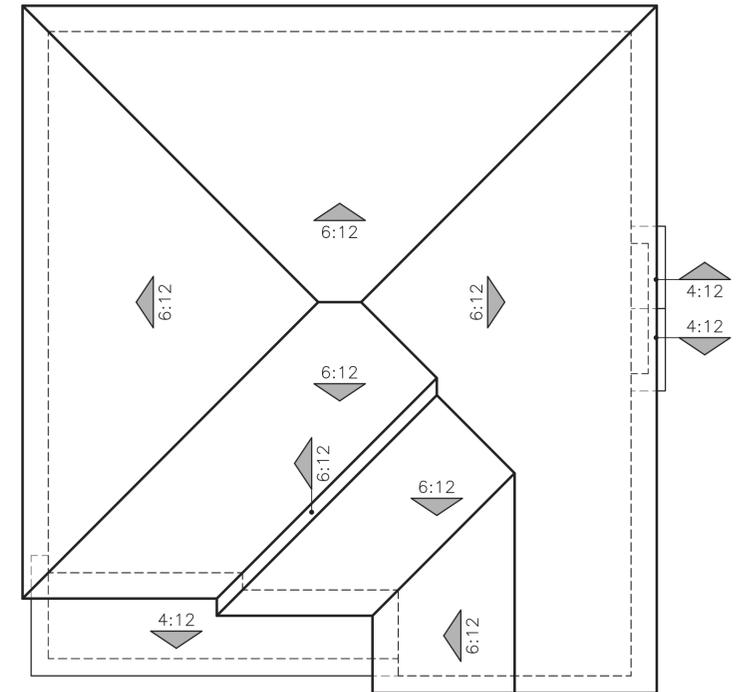




A - SPANISH



B - COTTAGE



C - FARMHOUSE

PLAN 3 (1936)  
ROOF PLANS



FONTANA WALNUT  
FONTANA, CA

JOB # 24042  
 CREATED 7/30/24  
 Client Rev 8/15/24  
 Planning Rev. 11/14/24  
 Planning Rev. 1/29/2025

| "A" ELEVATIONS<br>SPANISH          | SCHEME 1                      | SCHEME 2                 | SCHEME 3                          |
|------------------------------------|-------------------------------|--------------------------|-----------------------------------|
| STUCCO                             | 1591                          | 1628                     | 1580                              |
| STUCCO PAINT MATCH***              | SW7566 WESTHIGHLAND WT        | SW6120 BELIEVABLE BUFF   | SW7012 CREAMY                     |
| SECONDARY STUCCO /<br>GARAGE DOOR  | SW7547<br>SANDBAR             | SW6122<br>CAMELBACK      | SW7534<br>OUTERBANKS              |
| FASCIA / TRIM                      | SW7550<br>TAN                 | RESORT<br>IRISH CREAM    | SW7537<br>RESORT TAN              |
| FRONT DOOR /<br>SHUTTERS           | SW0032<br>NEEDLEPOINT NAVY    | SW7740<br>MESSENGER BAG  | SW9182<br>ROJO MARRON             |
| CLAY PIPES                         | SW6061<br>TANBARK             | SW6061<br>TANBARK        | SW6061<br>TANBARK                 |
| ROOF: LOW PROFILE "S"<br>VILLA     | 1 VICS6169<br>CASA GRANDE BLD | 1 VICS7970<br>RED CASTLE | 1 VICS6464<br>CALIFORNIA MISS BLD |
| CERAMIC TILE AT ARCHES:<br>6" x 6" | ELEMENTAL TAN<br>0166         | URBAN PUTTY<br>0161      | ARTISAN BROWN<br>0144             |
| CERAMIC TILE AT ARCHES:<br>6" x 6" | WATERFALL<br>0169             | GARDEN SPOT<br>0141      | URBAN PUTTY<br>0161               |

| "B" ELEVATIONS<br>COTTAGE | SCHEME 4                       | SCHEME 5                     | SCHEME 6                       |
|---------------------------|--------------------------------|------------------------------|--------------------------------|
| STUCCO                    | 432                            | 5/8 A-85                     | 1 1/4 237                      |
| STUCCO PAINT MATCH***     | SW7102 WHITE FLOUR             | SW2822 DOWNING SAND          | SW7541 GRECIAN IVORY           |
| FASCIA / TRIM             | SW7526<br>MAISON BLANCHE       | SW7006<br>EXTRA WHITE        | SW7562<br>ROMAN COLUMN         |
| GARAGE DOOR               | SW7526<br>MAISON BLANCHE       | SW2821<br>DOWNING SAND       | SW7045<br>INTELLECTUAL GRAY    |
| LAP SIDING AT GABLES      | SW9126<br>HOANED SOAPSTONE     | SW2821<br>DOWNING SAND       | SW7045<br>INTELLECTUAL GRAY    |
| FRONT DOOR /<br>SHUTTERS  | SW6202<br>CAST IRON            | SW7617<br>MEDITERRANEAN      | SW7047<br>PORPOISE             |
| ROOF: FLAT SLATE          | 1FACS0330<br>APPALACHIAN BLEND | 1FECY4070<br>SEA PEARL BLEND | 1FACS0330<br>APPALACHIAN BLEND |
| BRICK: TUNDRA             | LATIGO                         | CHALKDUST                    | ASHLAND                        |

|                      |                     |
|----------------------|---------------------|
| <b>STUCCO:</b>       | OMEGA               |
| <b>PAINT:</b>        | SHERWIN<br>WILLIAMS |
| <b>ROOF:</b>         | NEWPOINT            |
| <b>VENEER:</b>       | ELDORADO            |
| <b>CERAMIC TILE:</b> | DALTILE             |

| "C" ELEVATIONS<br>FARMHOUSE              | SCHEME 7                  | SCHEME 8                  | SCHEME 9                    |
|--|---------------------------|---------------------------|-----------------------------|
| STUCCO                                   | 1572                      | 1572                      | 1572                        |
| STUCCO PAINT MATCH***                    | SW7006 EXTRA WHITE        | SW7006 EXTRA WHITE        | SW7006 EXTRA WHITE          |
| FASCIA / TRIM /<br>GARAGE DOOR           | SW7006<br>EXTRA WHITE     | SW7006<br>EXTRA WHITE     | SW7006<br>EXTRA WHITE       |
| BOARD & BATTEN SIDING /<br>CORNER BOARDS | SW9148<br>SMOKY AZURITE   | SW7069<br>IRON ORE        | SW9135<br>WHIRLPOOL         |
| FRONT DOOR /<br>SHUTTERS                 | SW7069<br>IRON ORE        | SW7069<br>IRON ORE        | SW6237<br>DARK KNIGHT       |
| ROOF: FLAT SHAKE                         | 1FRCJ1020<br>SHADOW BLACK | 1FRCJ1020<br>SHADOW BLACK | 1FRCJ1430<br>CHARCOAL BLEND |
| BRICK: TUNDRA                            | CHALK DUST                | ASHLAND                   | CHALK DUST                  |

ALL FLASHING, GUTTERS, DOWNSPOUTS ETC. TO BE PAINTED TO MATCH ADJACENT SURFACE. ALL PAINT BREAKS TO BE CUT AT INSIDE CORNERS.  
 \*\* FOR PHOTOSHOP & RENDERING PURPOSES ONLY, DO NOT USE IN THE FIELD  
 TODAS LAS TAPAJUNTAS, CAÑALERAS, CAÑALONES, ETC. SERAN PINTADOS PARA IGUALAR A LA SUPERFICIE DE JUNTO  
 TODAS LAS RESTAURAS DE PINTURA SE CORTARAN EN LAS ESQUINAS INTERIORES  
 \*\*SOLO PARA FINES DE PHOTOSHOP Y REPRESENTACIONES, NO USAR EN EL CAMPO



WRITTEN COLOR SCHEMES



FONTANA WALNUT  
FONTANA, CA

CLUSTER

02.24.2025  
A-22



SPANISH  
SCHEME #1



STUCCO BODY

CONCRETE ROOF



SECONDARY  
STUCCO /  
GARAGE DOOR

FASCIA / TRIM

FRONT DOOR /  
SHUTTERS

CLAY PIPES



CERAMIC TILE  
AT ARCHES



FONTANA WALNUT  
FONTANA, CA

#24042 / CLUSTER  
NOV. 14, 2024



SPANISH  
SCHEME #2



STUCCO BODY

CONCRETE ROOF



SECONDARY  
STUCCO /  
GARAGE DOOR

FASCIA / TRIM

FRONT DOOR /  
SHUTTERS

CLAY PIPES



CERAMIC TILE  
AT ARCHES



FONTANA WALNUT  
FONTANA, CA

#24042 / CLUSTER  
NOV. 14, 2024



SPANISH  
SCHEME #3



STUCCO BODY

CONCRETE ROOF



SECONDARY  
STUCCO /  
GARAGE DOOR

FASCIA / TRIM

FRONT DOOR /  
SHUTTERS

CLAY PIPES



CERAMIC TILE  
AT ARCHES



FONTANA WALNUT  
FONTANA, CA

#24042 / CLUSTER  
NOV. 14, 2024



\*COLORS MAY VARY DUE TO SCREEN AND PRINTER CALIBRATION. REFER TO PAINT CHIPS AND MATERIAL BOARDS FOR ACTUAL COLORS.

COLOR BOARDS - "A" SPANISH



FONTANA WALNUT  
FONTANA, CA

CLUSTER

02.24.2025  
A-23



COTTAGE  
SCHEME #4



DIVERSIFIED  
*Pacific*

FONTANA WALNUT  
FONTANA, CA

#24042 / CLUSTER  
JULY 30, 2024

Kevin L. Crook  
**Architect**  
Inc  
PLANNING + ARCHITECTURE

COTTAGE  
SCHEME #5



DIVERSIFIED  
*Pacific*

FONTANA WALNUT  
FONTANA, CA

#24042 / CLUSTER  
JULY 30, 2024

Kevin L. Crook  
**Architect**  
Inc  
PLANNING + ARCHITECTURE

COTTAGE  
SCHEME #6



DIVERSIFIED  
*Pacific*

FONTANA WALNUT  
FONTANA, CA

#24042 / CLUSTER  
JULY 30, 2024

Kevin L. Crook  
**Architect**  
Inc  
PLANNING + ARCHITECTURE

\*COLORS MAY VARY DUE TO SCREEN AND PRINTER CALIBRATION. REFER TO PAINT CHIPS AND MATERIAL BOARDS FOR ACTUAL COLORS.

COLOR BOARDS - "B" COTTAGE

DIVERSIFIED  
*Pacific*

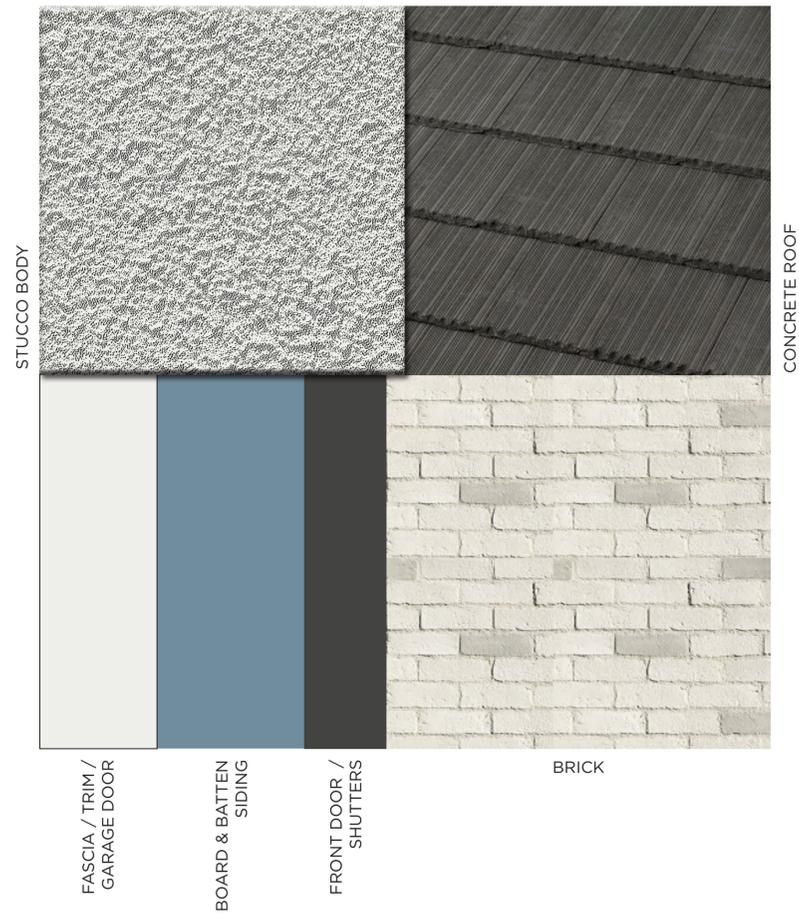
FONTANA WALNUT  
FONTANA, CA

CLUSTER

02.24.2025  
A-24

Kevin L. Crook  
**Architect**  
Inc  
#24042  
PLANNING + ARCHITECTURE

FARMHOUSE  
SCHEME #7



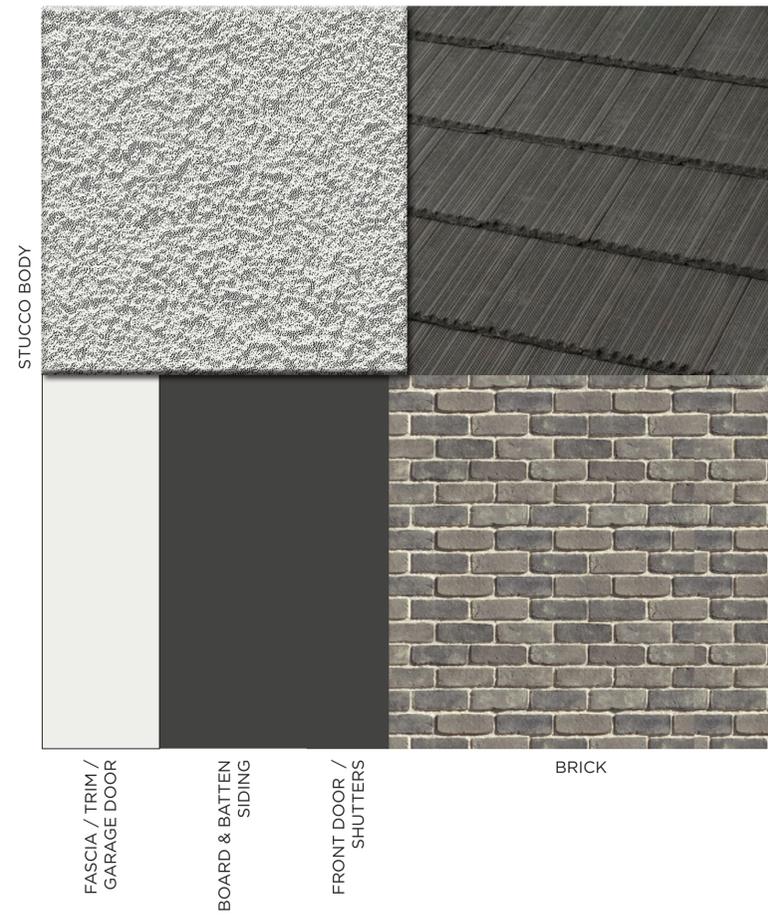
DIVERSIFIED  
*Pacific*

FONTANA WALNUT  
FONTANA, CA

#24042 / CLUSTER  
AUG. 15, 2024

Kevin L. Crook  
**Architect**  
Inc  
PLANNING + ARCHITECTURE

FARMHOUSE  
SCHEME #8



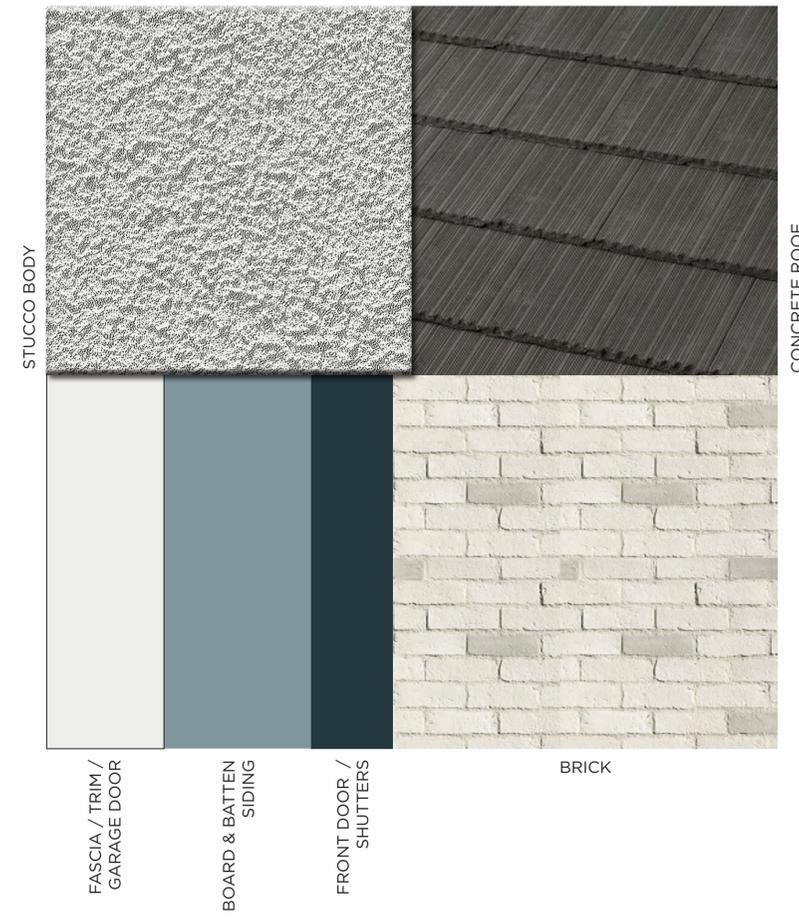
DIVERSIFIED  
*Pacific*

FONTANA WALNUT  
FONTANA, CA

#24042 / CLUSTER  
AUG. 15, 2024

Kevin L. Crook  
**Architect**  
Inc  
PLANNING + ARCHITECTURE

FARMHOUSE  
SCHEME #9



DIVERSIFIED  
*Pacific*

FONTANA WALNUT  
FONTANA, CA

#24042 / CLUSTER  
AUG. 15, 2024

Kevin L. Crook  
**Architect**  
Inc  
PLANNING + ARCHITECTURE

\*COLORS MAY VARY DUE TO SCREEN AND PRINTER CALIBRATION. REFER TO PAINT CHIPS AND MATERIAL BOARDS FOR ACTUAL COLORS.

COLOR BOARDS - "C" FARMHOUSE

DIVERSIFIED  
*Pacific*

FONTANA WALNUT  
FONTANA, CA

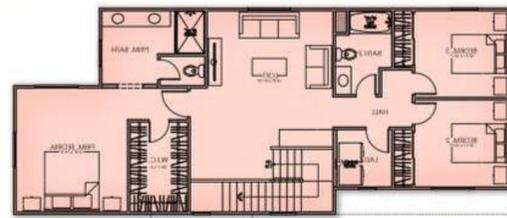
CLUSTER

02.24.2025  
A-25

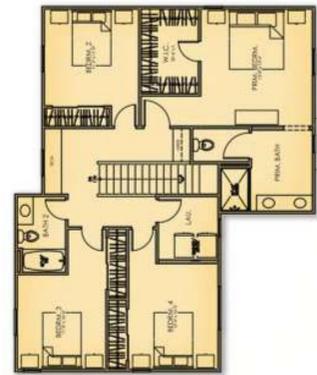
Kevin L. Crook  
**Architect**  
Inc  
#24042  
PLANNING + ARCHITECTURE

# FONTANA WALNUT

MOTOR COURT



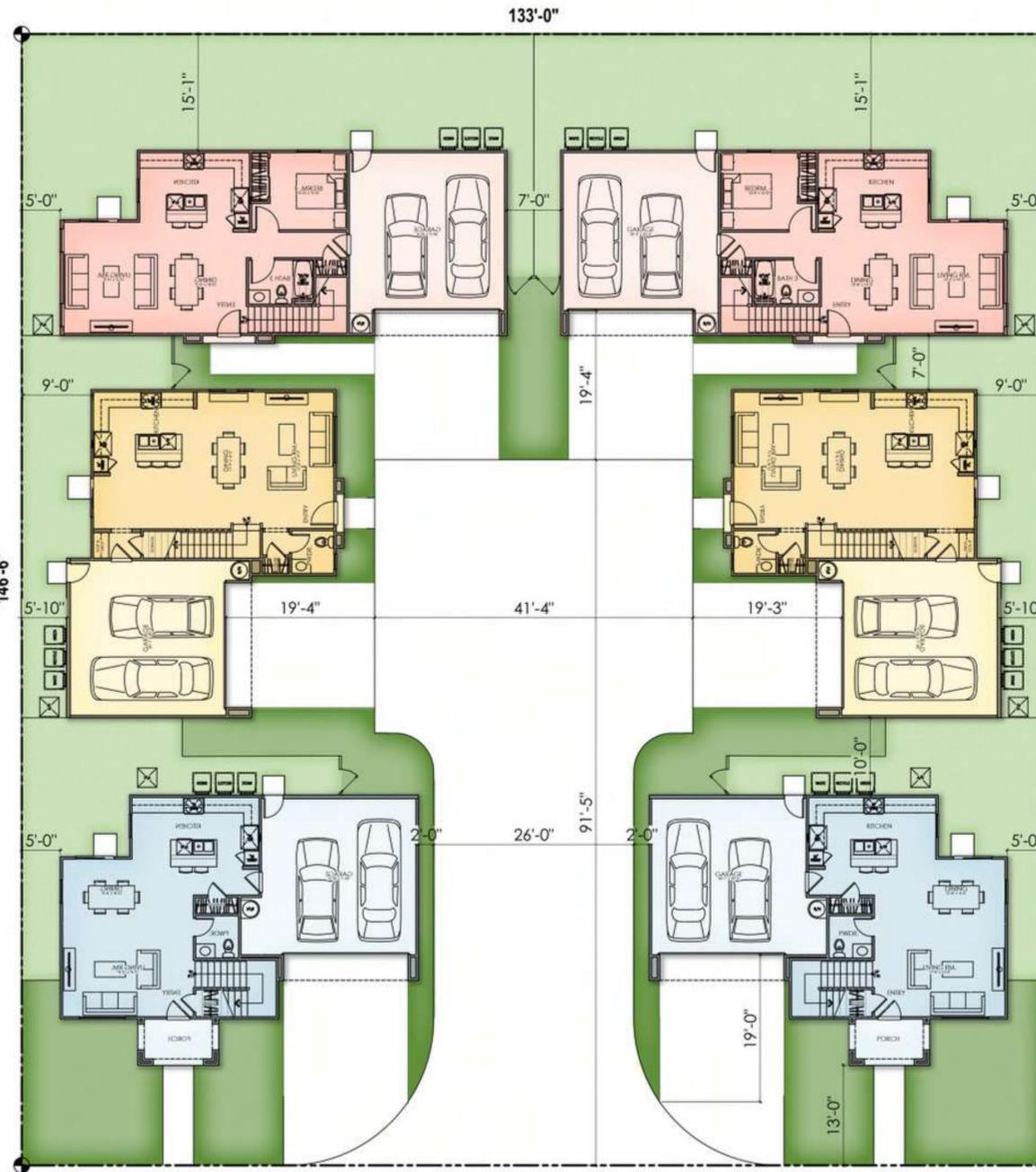
**PLAN 3**  
4 BR, 3 Ba  
(1,960 sq.ft.)



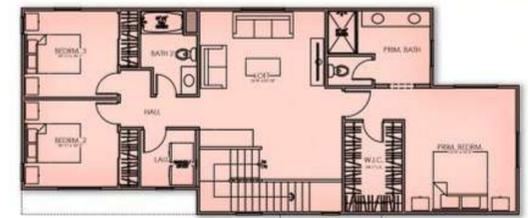
**PLAN 2**  
4 BR, 2.5 Ba  
(1,893 sq.ft.)



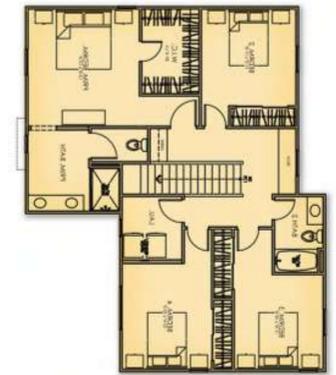
**PLAN 1**  
3 BR, 2.5 Ba  
(1,688 sq.ft.)



**PLAN 3**  
4 BR, 3 Ba  
(1,960 sq.ft.)



**PLAN 2**  
4 BR, 2.5 Ba  
(1,893 sq.ft.)



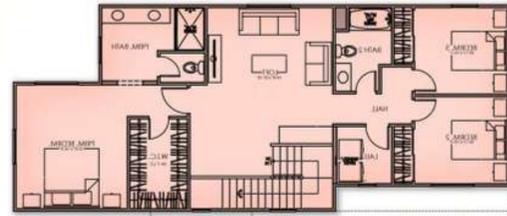
**PLAN 1**  
3 BR, 2.5 Ba  
(1,688 sq.ft.)



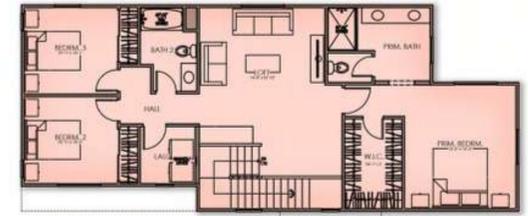
TYPICAL MOTOR COURT PLAN (6-PACK)



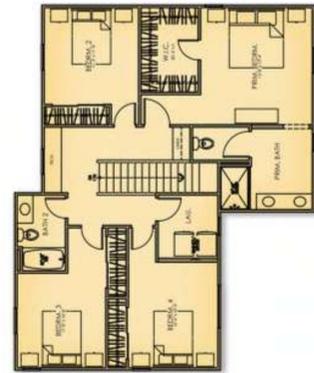
133'-0"



PLAN 3  
4 BR, 3 Ba  
(1,960 sq.ft.)

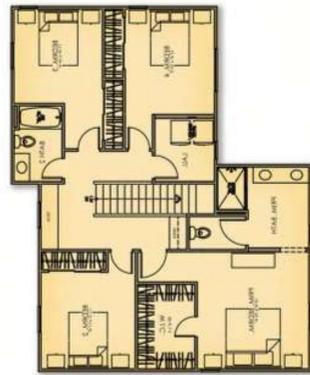
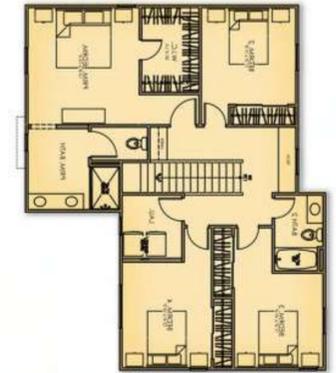


PLAN 3  
4 BR, 3 Ba  
(1,960 sq.ft.)



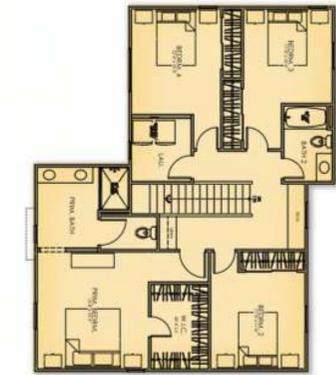
PLAN 2  
4 BR, 2.5 Ba  
(1,893 sq.ft.)

PLAN 2  
4 BR, 2.5 Ba  
(1,893 sq.ft.)



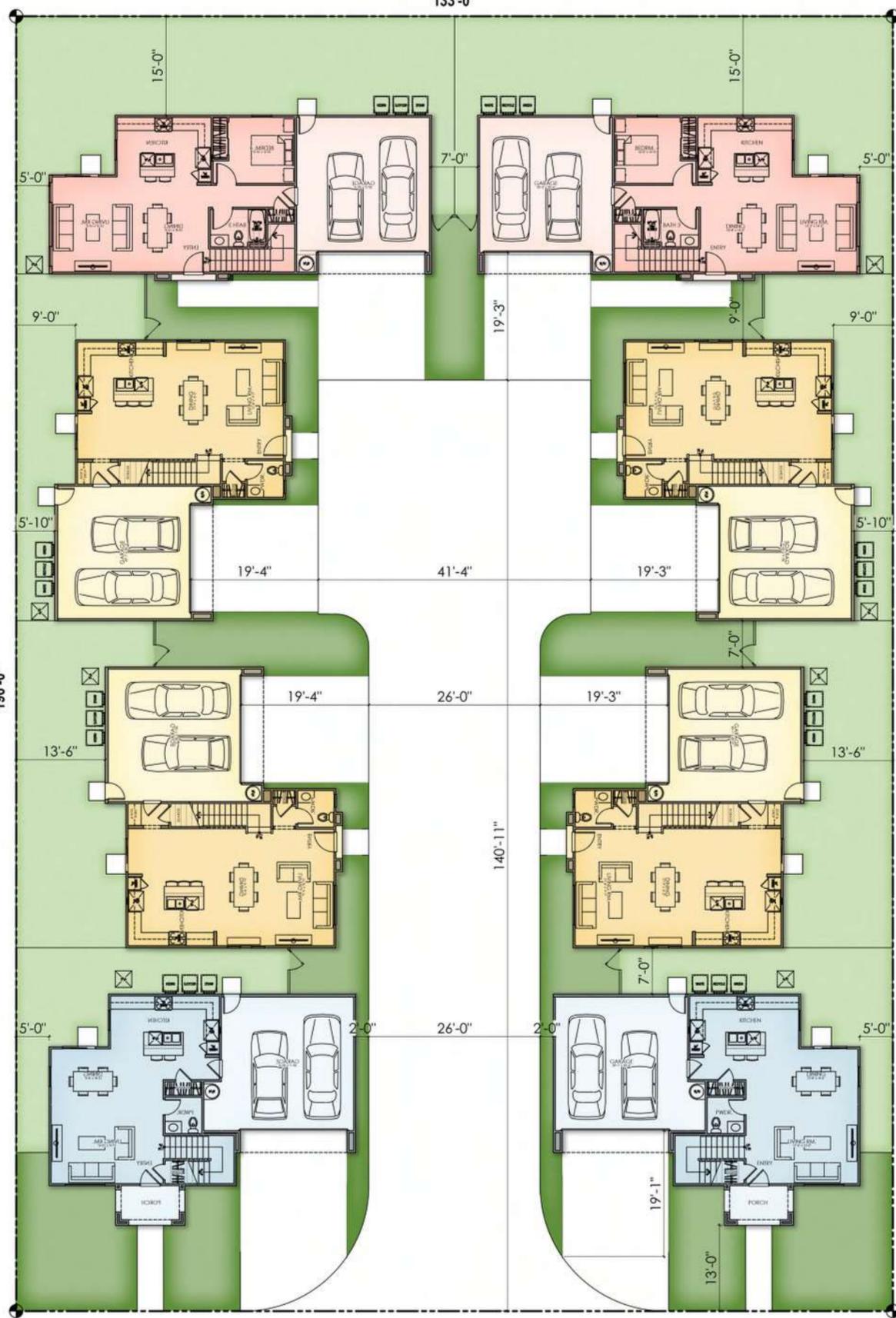
PLAN 2  
4 BR, 2.5 Ba  
(1,893 sq.ft.)

PLAN 2  
4 BR, 2.5 Ba  
(1,893 sq.ft.)



PLAN 1  
3 BR, 2.5 Ba  
(1,688 sq.ft.)

PLAN 1  
3 BR, 2.5 Ba  
(1,688 sq.ft.)



TYPICAL MOTOR COURT PLAN (8-PACK)





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Refer to landscape drawings for wall, tree, and shrub locations

A - SPANISH



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Refer to landscape drawings for wall, tree, and shrub locations

B - COTTAGE



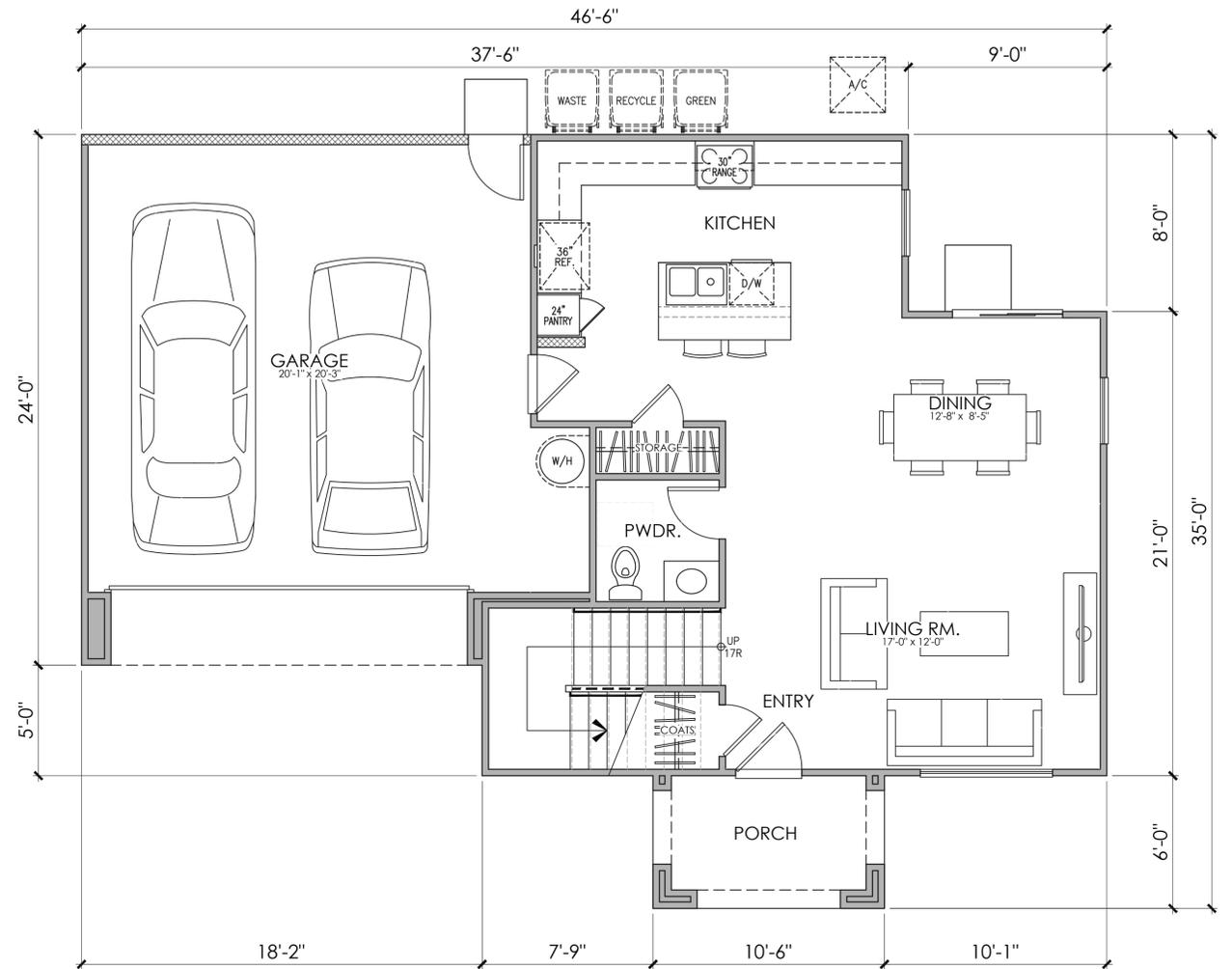
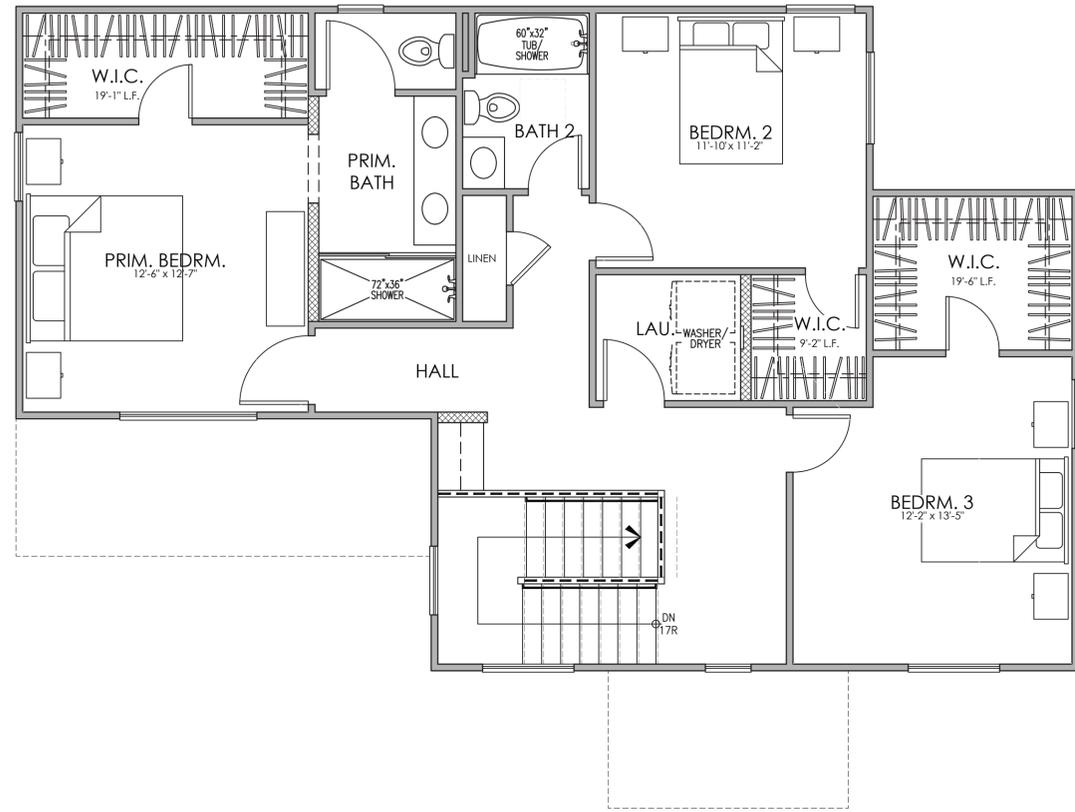
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Refer to landscape drawings for wall, tree, and shrub locations

C - FARMHOUSE

PLAN 1 (1688)  
FRONT ELEVATIONS





PLAN 1  
AREA TABULATION

| CONDITIONED SPACE   |               |
|---------------------|---------------|
| FIRST FLOOR AREA    | 687 SQ. FT.   |
| SECOND FLOOR AREA   | 1,001 SQ. FT. |
| TOTAL DWELLING      | 1,688 SQ. FT. |
| UNCONDITIONED SPACE |               |
| GARAGE              | 447 SQ. FT.   |
| PORCH "A"           | 63 SQ. FT.    |



PLAN 1A (1688)  
3 BEDROOM, 2.5 BATH  
FLOOR PLAN



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Refer to landscape drawings for wall, tree, and shrub locations

FRONT



RIGHT

**MATERIALS LEGEND**

- (WHERE OCCURS)
- FRONT DOOR: FIBERGLASS
  - GARAGE DOOR: METAL SECTIONAL
  - ROOF: CONCRETE "S" TILE
  - FASCIA: 2x6 WOOD
  - BARGE: 2x6 WOOD
  - GABLE END: SIMULATED CLAY TILE
  - WALL: STUCCO
  - WINDOWS: VINYL W/ GRIDS
  - SHUTTERS: SIMULATED WOOD
  - TRIM: STUCCO OVER RIGID FOAM (2X)



REAR



LEFT

COLOR SCHEME 1  
**PLAN 1A (1688)**  
 "A" SPANISH ELEVATIONS





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Refer to landscape drawings for wall, tree, and shrub locations

FRONT



RIGHT

**MATERIALS LEGEND**

- (WHERE OCCURS)
- FRONT DOOR: FIBERGLASS
  - GARAGE DOOR: METAL SECTIONAL
  - ROOF: CONCRETE FLAT TILE
  - FASCIA: 2x6 WOOD
  - BARGE: 2x6 WOOD
  - GABLE END: BOARD AND BATTEN
  - WALL: STUCCO
  - WINDOWS: VINYL W/ GRIDS
  - SHUTTERS: SIMULATED WOOD
  - TRIM: STUCCO OVER RIGID FOAM
  - WAINSCOT: STONE VENEER

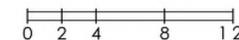


REAR



LEFT

COLOR SCHEME 4  
 PLAN 1B (1688)  
 "B" COTTAGE ELEVATIONS





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Refer to landscape drawings for wall, tree, and shrub locations

FRONT



RIGHT

**MATERIALS LEGEND**

- (WHERE OCCURS)
- FRONT DOOR: FIBERGLASS
  - GARAGE DOOR: METAL SECTIONAL
  - ROOF: CONCRETE FLAT TILE
  - FASCIA: 2x6 WOOD
  - BARGE: 2x6 WOOD
  - GABLE: CEMENTITIOUS BOARD AND BATTEN
  - WALL: STUCCO
  - WINDOWS: VINYL W/ GRIDS
  - SHUTTERS: SIMULATED WOOD
  - TRIM: STUCCO OVER RIGID FOAM
  - WAINSCOT: STONE VENEER



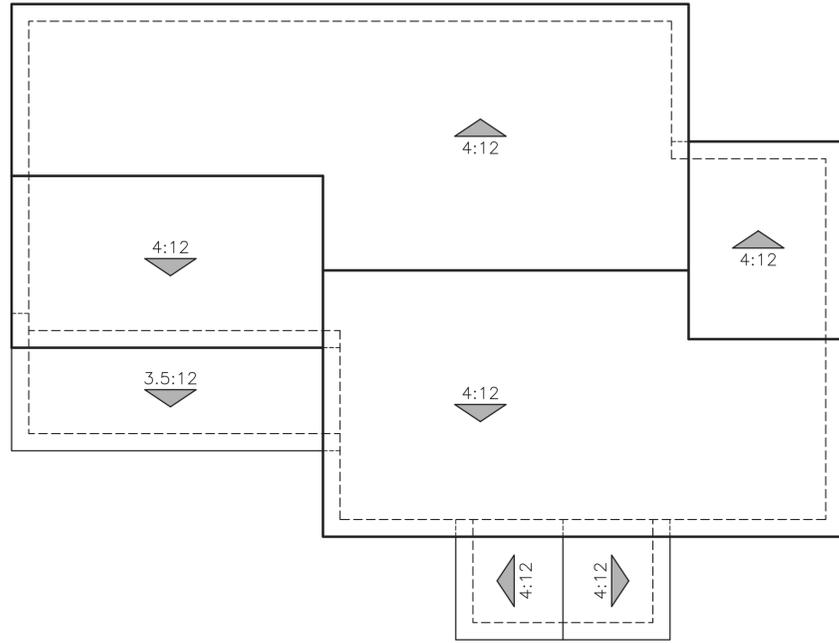
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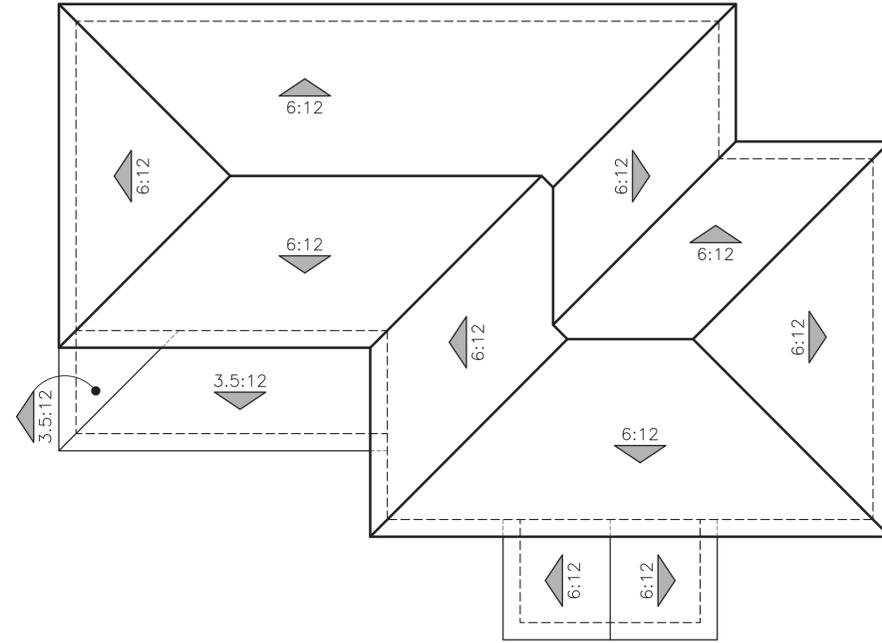
LEFT

COLOR SCHEME 7  
 PLAN 1C (1688)  
 "C" FARMHOUSE ELEVATIONS

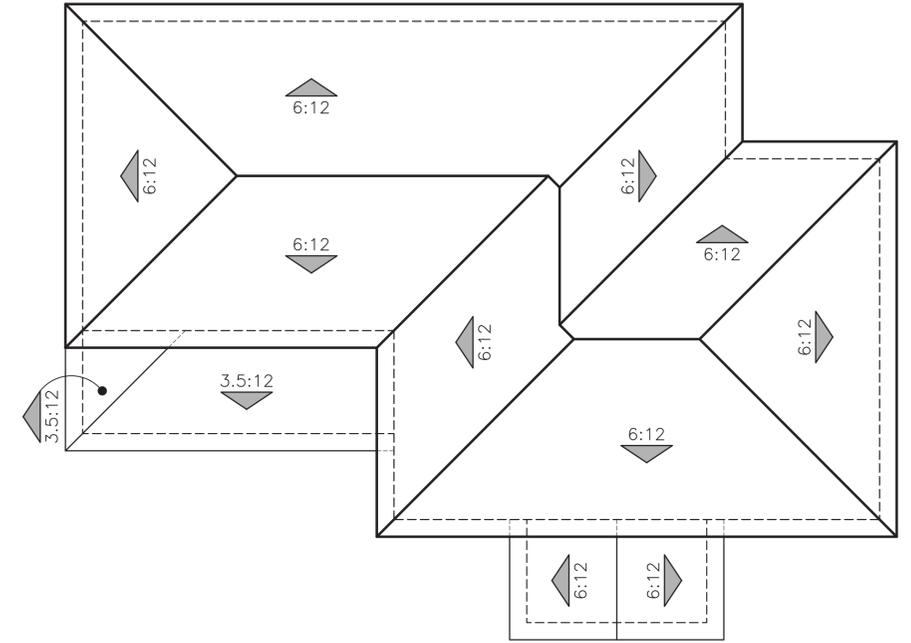




A - SPANISH



B - COTTAGE



C - FARMHOUSE

PLAN 1 (1688)  
ROOF PLANS

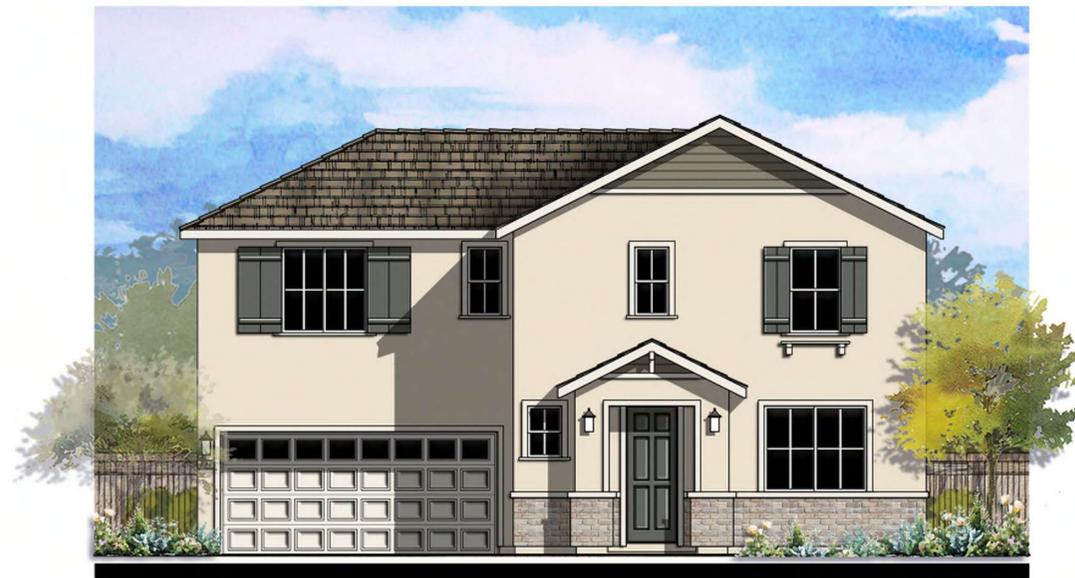




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Refer to landscape drawings for wall, tree, and shrub locations

A - SPANISH



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Refer to landscape drawings for wall, tree, and shrub locations

B - COTTAGE



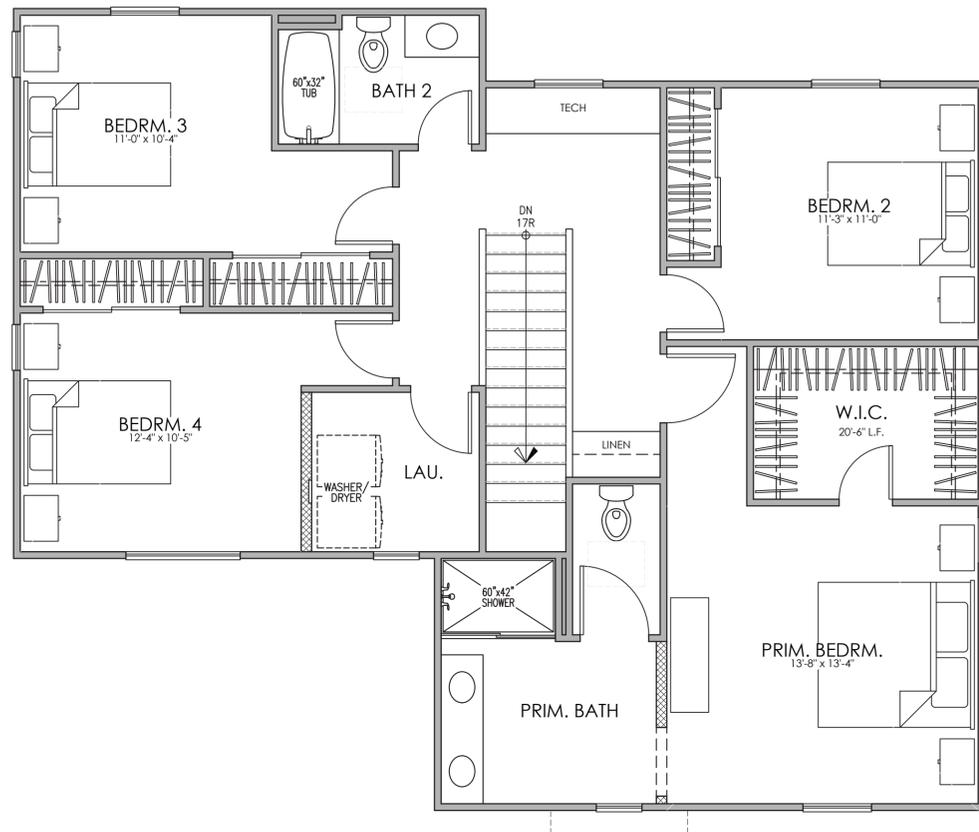
© 2025 Kevin L. Crook Architect, Inc.

Refer to landscape drawings for wall, tree, and shrub locations

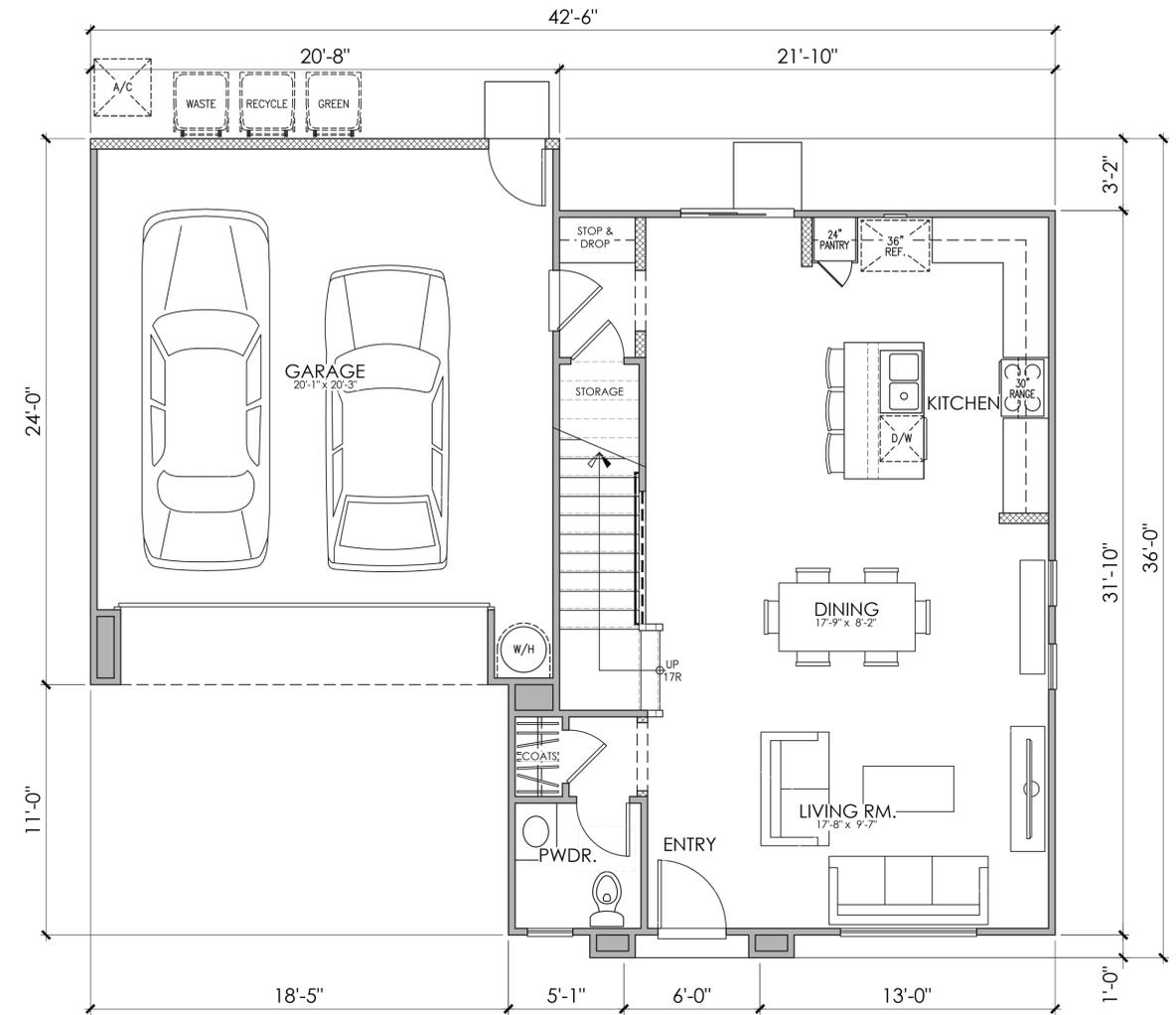
C - FARMHOUSE

PLAN 2 (1893)  
FRONT ELEVATIONS



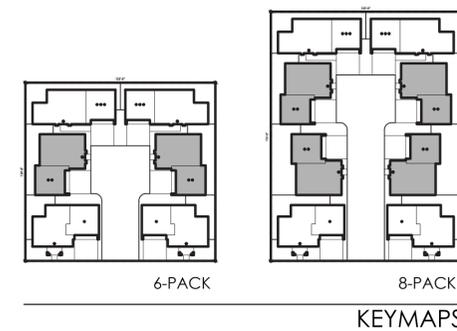


SECOND FLOOR



FIRST FLOOR

PLAN 2A (1893)  
 4 BEDROOM, 2.5 BATH  
 FLOOR PLAN



PLAN 2  
AREA TABULATION

| CONDITIONED SPACE   |               |
|---------------------|---------------|
| FIRST FLOOR AREA    | 726 SQ. FT.   |
| SECOND FLOOR AREA   | 1,167 SQ. FT. |
| TOTAL DWELLING      | 1,893 SQ. FT. |
| UNCONDITIONED SPACE |               |
| GARAGE              | 438 SQ. FT.   |





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FRONT



RIGHT

**MATERIALS LEGEND**

- (WHERE OCCURS)
- FRONT DOOR: FIBERGLASS
  - GARAGE DOOR: METAL SECTIONAL
  - ROOF: CONCRETE "S" TILE
  - FASCIA: 2x6 WOOD
  - BARGE: 2x6 WOOD
  - GABLE END: SIMULATED CLAY TILE
  - WALL: STUCCO
  - WINDOWS: VINYL W/ GRIDS
  - SHUTTERS: SIMULATED WOOD
  - TRIM: STUCCO OVER RIGID FOAM (2X)



REAR



LEFT

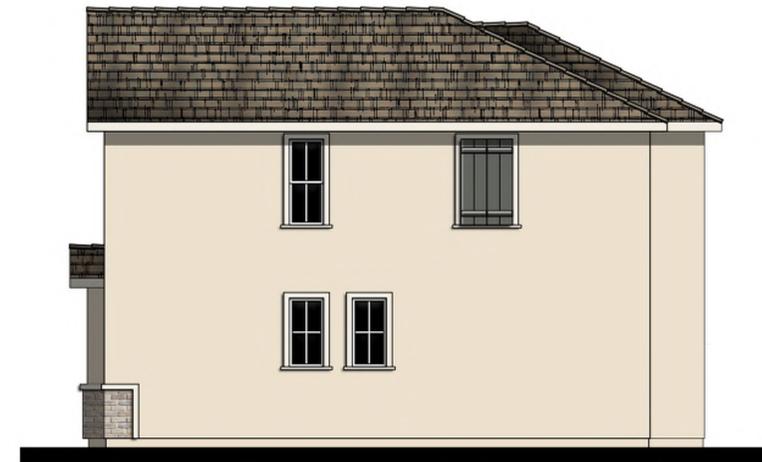
COLOR SCHEME 2  
**PLAN 2A (1893)**  
 "A" SPANISH ELEVATIONS





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FRONT



RIGHT

**MATERIALS LEGEND**  
(WHERE OCCURS)

- FRONT DOOR: FIBERGLASS
- GARAGE DOOR: METAL SECTIONAL
- ROOF: CONCRETE FLAT TILE
- FASCIA: 2x6 WOOD
- BARGE: 2x6 WOOD
- GABLE END: BOARD AND BATTEN
- WALL: STUCCO
- WINDOWS: VINYL W/ GRIDS
- SHUTTERS: SIMULATED WOOD
- TRIM: STUCCO OVER RIGID FOAM
- WAINSCOT: STONE VENEER



REAR



LEFT

COLOR SCHEME 5  
**PLAN 2B (1893)**  
 "B" COTTAGE ELEVATIONS





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FRONT



RIGHT

**MATERIALS LEGEND**  
(WHERE OCCURS)

- FRONT DOOR: FIBERGLASS
- GARAGE DOOR: METAL SECTIONAL
- ROOF: CONCRETE FLAT TILE
- FASCIA: 2x6 WOOD
- BARGE: 2x6 WOOD
- GABLE: CEMENTITIOUS BOARD AND BATTEN
- WALL: STUCCO
- WINDOWS: VINYL W/ GRIDS
- SHUTTERS: SIMULATED WOOD
- TRIM: STUCCO OVER RIGID FOAM
- WAINSCOT: STONE VENEER



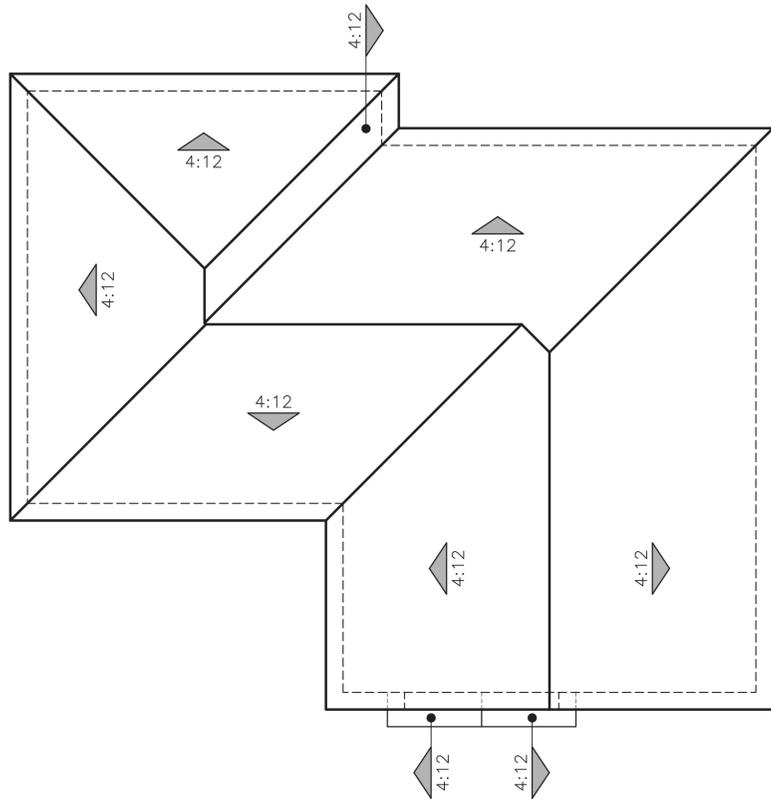
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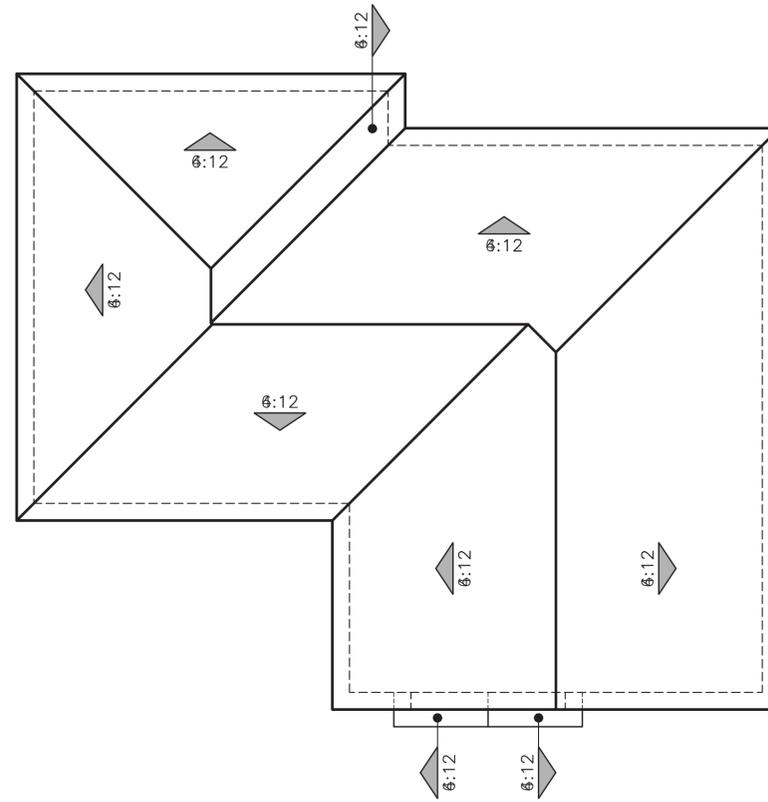
LEFT

COLOR SCHEME 8  
**PLAN 2C (1893)**  
 "C" FARMHOUSE ELEVATIONS

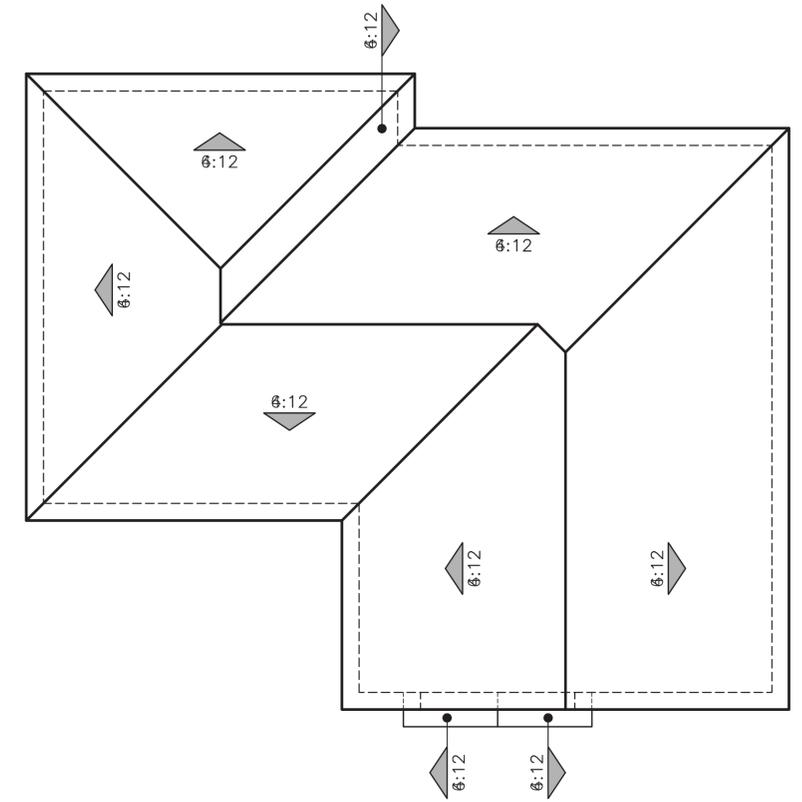




A - SPANISH



B - COTTAGE



C - FARMHOUSE

PLAN 2 (1893)  
ROOF PLANS





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Refer to landscape drawings for wall, tree, and shrub locations

A - SPANISH



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Refer to landscape drawings for wall, tree, and shrub locations

B - COTTAGE

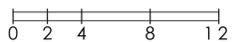


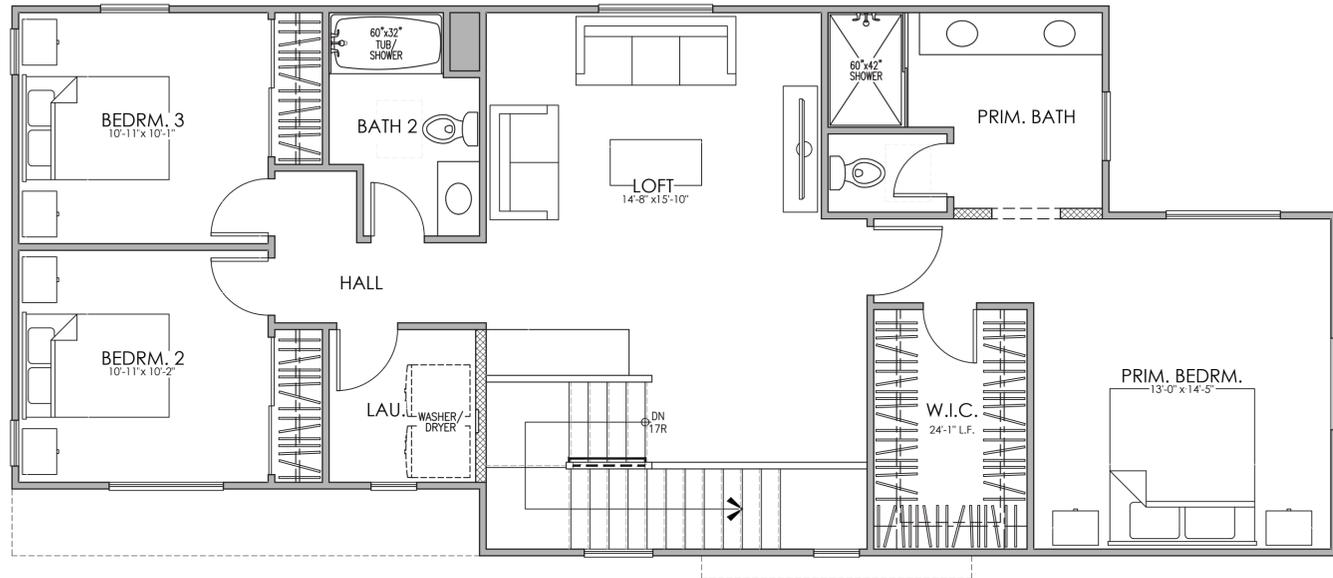
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Refer to landscape drawings for wall, tree, and shrub locations

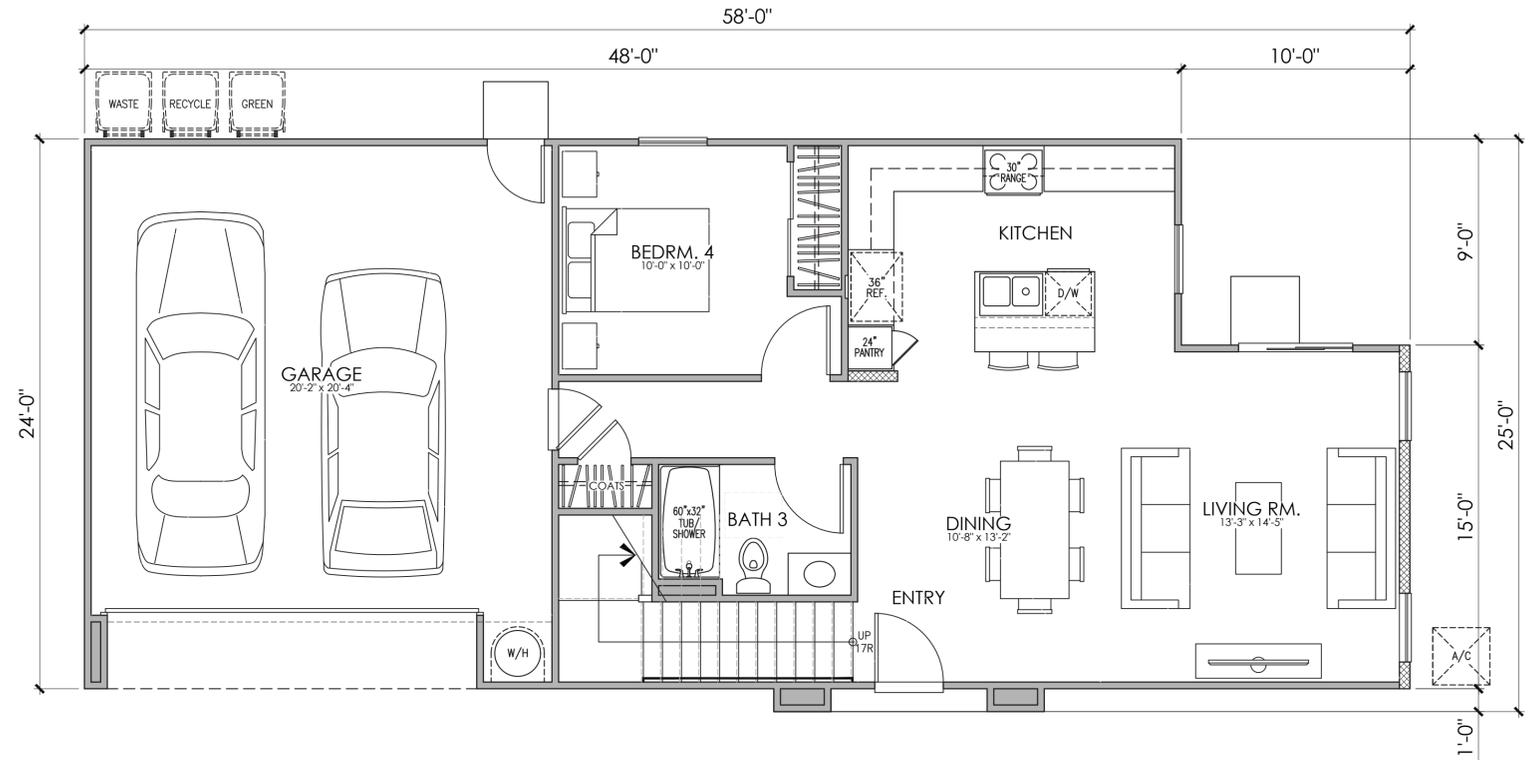
C - FARMHOUSE

PLAN 3 (1960)  
FRONT ELEVATIONS



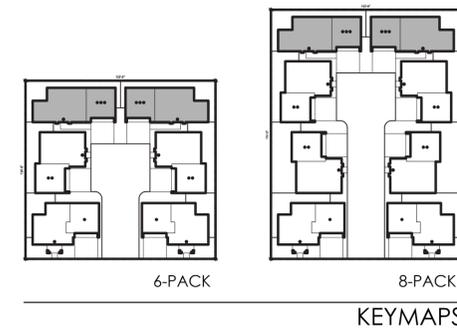


SECOND FLOOR



FIRST FLOOR

PLAN 3A (1960)  
4 BEDROOM, 3 BATH, LOFT  
FLOOR PLAN



PLAN 3  
AREA TABULATION

| CONDITIONED SPACE   |               |
|---------------------|---------------|
| FIRST FLOOR AREA    | 811 SQ. FT.   |
| SECOND FLOOR AREA   | 1,149 SQ. FT. |
| TOTAL DWELLING      | 1,960 SQ. FT. |
| UNCONDITIONED SPACE |               |
| GARAGE              | 441 SQ. FT.   |





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Refer to landscape drawings for wall, tree, and shrub locations

FRONT



RIGHT

**MATERIALS LEGEND**

- (WHERE OCCURS)
- FRONT DOOR: FIBERGLASS
  - GARAGE DOOR: METAL SECTIONAL
  - ROOF: CONCRETE "S" TILE
  - FASCIA: 2x6 WOOD
  - BARGE: 2x6 WOOD
  - GABLE END: SIMULATED CLAY TILE
  - WALL: STUCCO
  - WINDOWS: VINYL W/ GRIDS
  - SHUTTERS: SIMULATED WOOD
  - TRIM: STUCCO OVER RIGID FOAM (2X)



REAR



LEFT

COLOR SCHEME 3  
 PLAN 3A (1960)  
 "A" SPANISH ELEVATIONS





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Refer to landscape drawings for wall, tree, and shrub locations

FRONT



RIGHT

**MATERIALS LEGEND**

- (WHERE OCCURS)
- FRONT DOOR: FIBERGLASS
  - GARAGE DOOR: METAL SECTIONAL
  - ROOF: CONCRETE FLAT TILE
  - FASCIA: 2x6 WOOD
  - BARGE: 2x6 WOOD
  - GABLE END: BOARD AND BATTEN
  - WALL: STUCCO
  - WINDOWS: VINYL W/ GRIDS
  - SHUTTERS: SIMULATED WOOD
  - TRIM: STUCCO OVER RIGID FOAM
  - WAINSCOT: STONE VENEER



REAR



LEFT

COLOR SCHEME 6  
**PLAN 3B (1960)**  
 "B" COTTAGE ELEVATIONS





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Refer to landscape drawings for wall, tree, and shrub locations

FRONT



RIGHT

**MATERIALS LEGEND**  
(WHERE OCCURS)

- FRONT DOOR: FIBERGLASS
- GARAGE DOOR: METAL SECTIONAL
- ROOF: CONCRETE FLAT TILE
- FASCIA: 2x6 WOOD
- BARGE: 2x6 WOOD
- GABLE: CEMENTITIOUS BOARD AND BATTEN
- WALL: STUCCO
- WINDOWS: VINYL W/ GRIDS
- SHUTTERS: SIMULATED WOOD
- TRIM: STUCCO OVER RIGID FOAM
- WAINSCOT: STONE VENEER



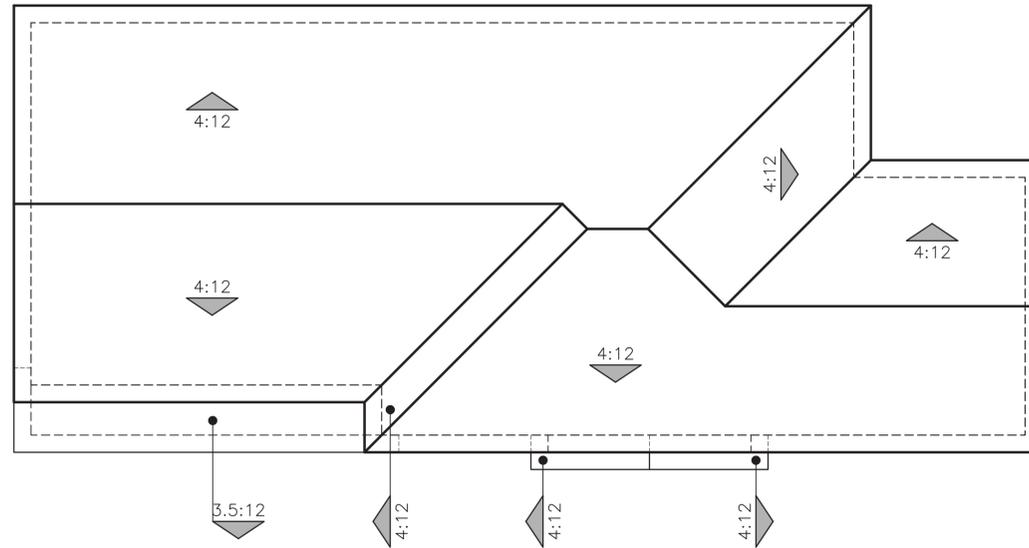
REAR



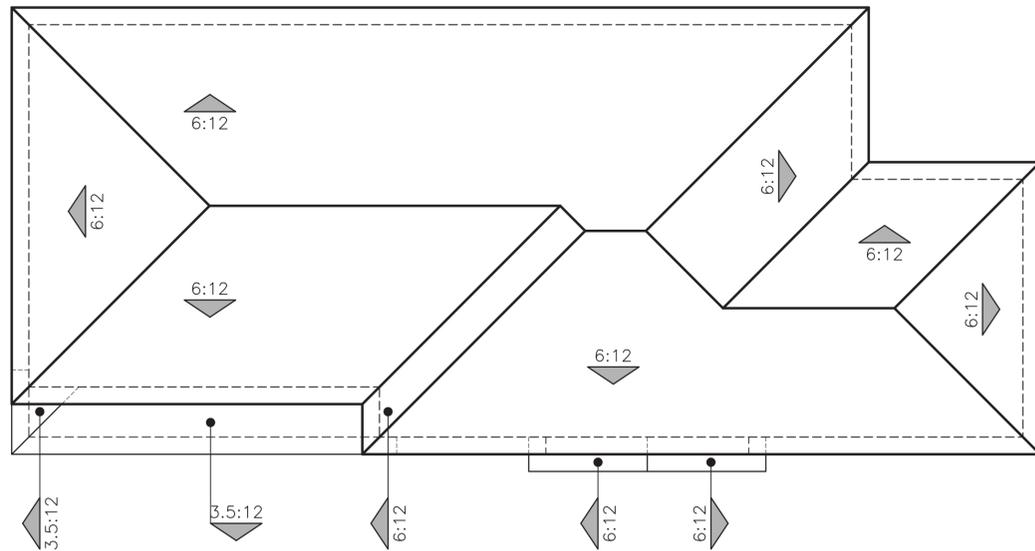
LEFT

COLOR SCHEME 9  
**PLAN 3C (1960)**  
 "C" FARMHOUSE ELEVATIONS

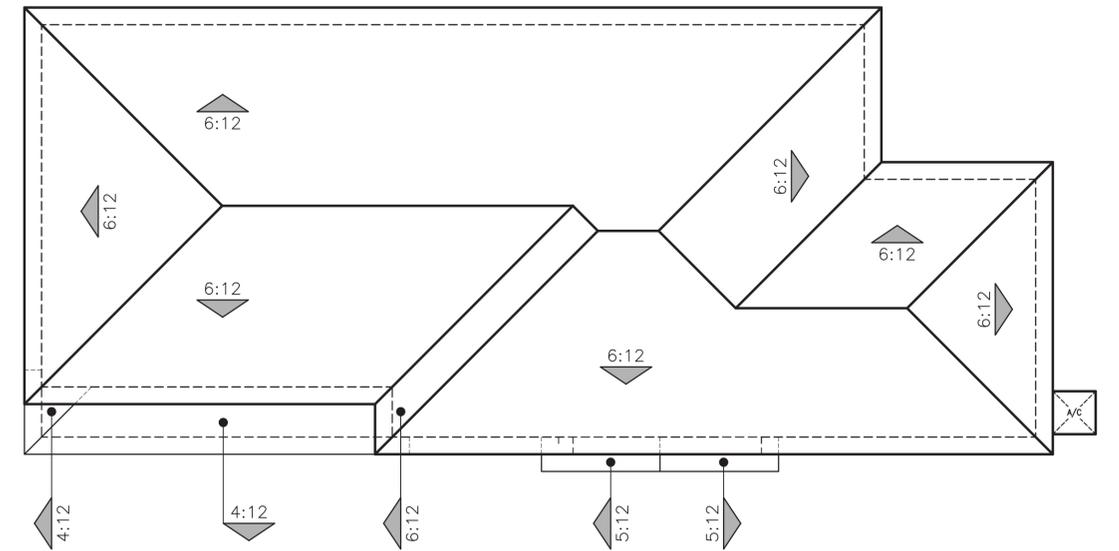




A - SPANISH



B - COTTAGE



C - FARMHOUSE

PLAN 3 (1960)  
ROOF PLANS



FONTANA WALNUT  
FONTANA, CA

JOB # 24042  
CREATED 7/31/24  
Client Rev 8/15/24  
Client Rev 11/26/24  
Planning Rev 2/4/25

Removed Brick 2/6/25  
Planning Rev 2/19/2025

**STUCCO:** OMEGA  
**PAINT:** SHERWIN WILLIAMS  
**ROOF:** NEWPOINT  
**VENEER:** ELDORADO  
**TILE:** DALTILE  
**GROUT:** ORCO or EQUAL

| "A" ELEVATIONS<br>SPANISH   | SCHEME 1               | SCHEME 2                | SCHEME 3                |
|-----------------------------|------------------------|-------------------------|-------------------------|
| STUCCO                      | 1502                   | 1503                    | 1579                    |
| STUCCO PAINT MATCH**        | SW7571 - CASA BLANCA   | SW7028 INCREDIBLE WHITE | SW7011 - NATURAL CHOICE |
| FASCIA / TRIM / GARAGE DOOR | SW6152 SUPERIOR BRONZE | SW7525 TREE BRANCH      | SW7034 STATUS BRONZE    |
| FRONT DOOR / SHUTTERS       | SW2824 RENWICK GOLD    | SW7580 CARNELIAN        | SW7605 GALE FORCE       |
| GABLE END DETAIL            | SW6061 TANBARK         | SW6061 TANBARK          | SW6061 TANBARK          |
| ROOF: LOW PROF. "S" VILLA   | 1VICS3940 CLIFFSIDE    | 1VICS7970 RED CASTLE    | 1VICS0431 APPLE BARK    |
| CERAMIC TILE: 6" x 6"       | ARTISAN BROWN 0144     | ARTISAN BROWN 0144      | GALAXY 1469             |
| CERAMIC TILE: 6" x 6"       | ELEMENTAL TAN 0166     | ELEMENTAL TAN 0166      | ARTISAN BROWN 0144      |

| "B" ELEVATIONS<br>COTTAGE   | SCHEME 4                    | SCHEME 5                   | SCHEME 6                    |
|-----------------------------|-----------------------------|----------------------------|-----------------------------|
| STUCCO                      | 1572                        | 1542                       | 1565                        |
| STUCCO PAINT MATCH**        | SW7006 EXTRA WHITE          | SW7571 CASA BLANCA         | SW7029 AGREEABLE GRAY       |
| SECONDARY STUCCO            | SW7017 DORIAN GRAY          | SW7546 PRAIRIE GRASS       | SW9163 TIN LIZZIE           |
| FASCIA / TRIM / GARAGE DOOR | SW7006 EXTRA WHITE          | SW7566 WESTHIGHLAND WT     | SW7004 SNOWBOUND            |
| LAP SIDING AT GABLES        | SW9170 ACIER                | SW6165 CONNECTED GRAY      | SW7004 SNOWBOUND            |
| FRONT DOOR / SHUTTERS       | SW7069 IRON ORE             | SW7061 NIGHT OWL           | SW9182 ROJO MARRON          |
| ROOF: FLAT SLATE            | 1FACS0330 APPALACHIAN BLEND | 1FECY0300 BRONZE PEARL BLD | 1FACS1132 CHARCOAL BRWN BLD |
| <b>BRICK: TUNDRA</b>        | <b>ASHLAND</b>              | <b>LATIGO</b>              | <b>RIVERBED</b>             |
| GROUT                       | MAC MISTY COVE              | MAC MISTY COVE             | MAC MISTY COVE              |

| "C" ELEVATIONS<br>FARMHOUSE           | SCHEME 7               | SCHEME 8               | SCHEME 9                 |
|---------------------------------------|------------------------|------------------------|--------------------------|
| STUCCO                                | 1572                   | 1572                   | 1572                     |
| STUCCO PAINT MATCH**                  | SW7006 EXTRA WHITE     | SW7006 EXTRA WHITE     | SW7006 EXTRA WHITE       |
| SECONDARY STUCCO                      | SW6255 MORNING FOG     | SW6255 MORNING FOG     | SW6255 MORNING FOG       |
| FASCIA / TRIM / GARAGE DOOR           | SW7006 EXTRA WHITE     | SW7006 EXTRA WHITE     | SW7006 EXTRA WHITE       |
| BOARD & BATTEN SIDING / CORNER BOARDS | SW9148 SMOKY AZURITE   | SW7069 IRON ORE        | SW9135 WHIRLPOOL         |
| FRONT DOOR / SHUTTERS                 | SW7069 IRON ORE        | SW7069 IRON ORE        | SW6237 DARK KNIGHT       |
| ROOF: FLAT SHAKE                      | 1FRCJ1020 SHADOW BLACK | 1FRCJ1020 SHADOW BLACK | 1FRCJ1430 CHARCOAL BLEND |
| <b>BRICK: TUNDRA</b>                  | <b>ASHLAND</b>         | <b>CHALK DUST</b>      | <b>ASHLAND</b>           |
| GROUT                                 | MAC MISTY COVE         | MAC MISTY COVE         | MAC MISTY COVE           |

ALL FLASHING, GUTTERS, DOWNSPOUTS ETC. TO BE PAINTED TO MATCH ADJACENT SURFACE. ALL PAINT BREAKS TO BE CUT AT INSIDE CORNERS.  
\*\* FOR PHOTOSHOP & RENDERING PURPOSES ONLY, DO NOT USE IN THE FIELD

TODAS LAS TAPAJUNTAS, CAÑALERAS, CAÑALONES, ETC.SERAN PINTADOS PARA IGUALAR A LA SUPERFICIE DE JUNTO



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**Architect**  
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WRITTEN COLOR SCHEMES



FONTANA WALNUT  
FONTANA, CA

MOTOR COURT

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A-47

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SPANISH  
SCHEME #1



STUCCO BODY

CONCRETE ROOF



FASCIA / TRIM /  
GARAGE DOOR

FRONT DOOR /  
SHUTTERS

CLAY PIPES



CERAMIC TILE



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NOV. 26, 2024

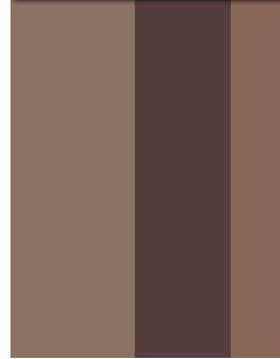


SPANISH  
SCHEME #2



STUCCO BODY

CONCRETE ROOF



FASCIA / TRIM /  
GARAGE DOOR

FRONT DOOR /  
SHUTTERS

CLAY PIPES



CERAMIC TILE



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SPANISH  
SCHEME #3



STUCCO BODY

CONCRETE ROOF



FASCIA / TRIM /  
GARAGE DOOR

FRONT DOOR /  
SHUTTERS

CLAY PIPES



CERAMIC TILE



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\*COLORS MAY VARY DUE TO SCREEN AND PRINTER CALIBRATION. REFER TO PAINT CHIPS AND MATERIAL BOARDS FOR ACTUAL COLORS.

COLOR BOARDS - "A" SPANISH



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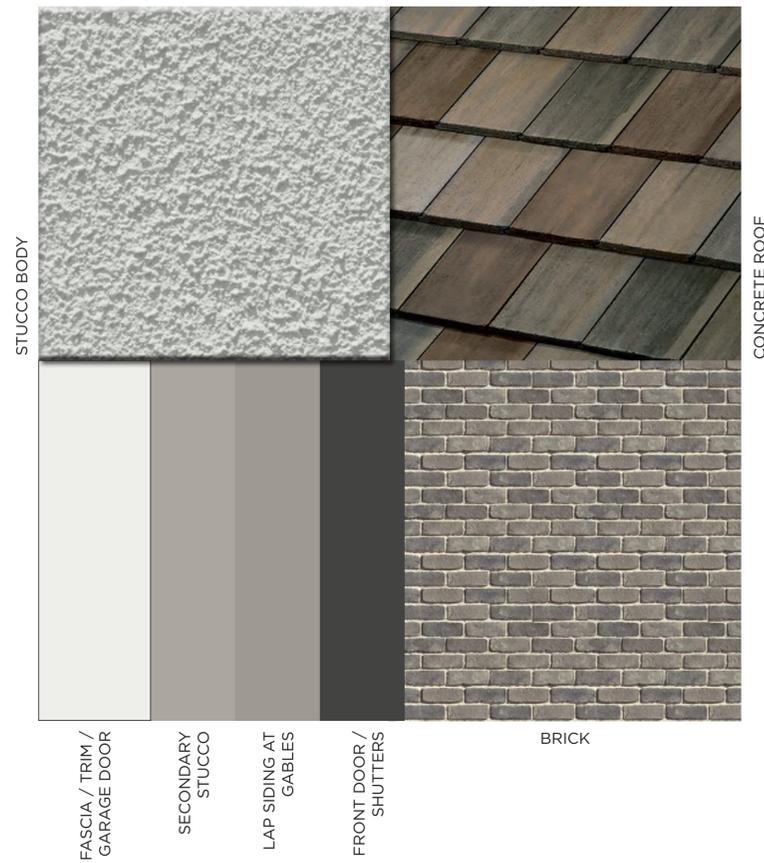
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A-48



COTTAGE  
SCHEME #4



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COTTAGE  
SCHEME #5



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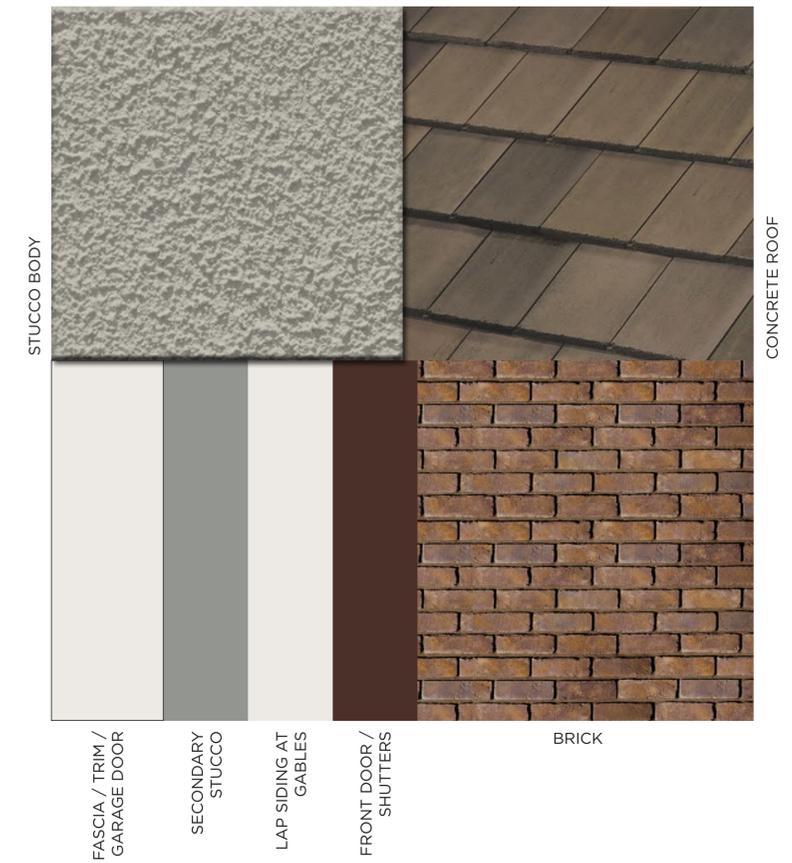
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COTTAGE  
SCHEME #6



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\*COLORS MAY VARY DUE TO SCREEN AND PRINTER CALIBRATION. REFER TO PAINT CHIPS AND MATERIAL BOARDS FOR ACTUAL COLORS.

COLOR BOARDS - "B" COTTAGE

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*Pacific*

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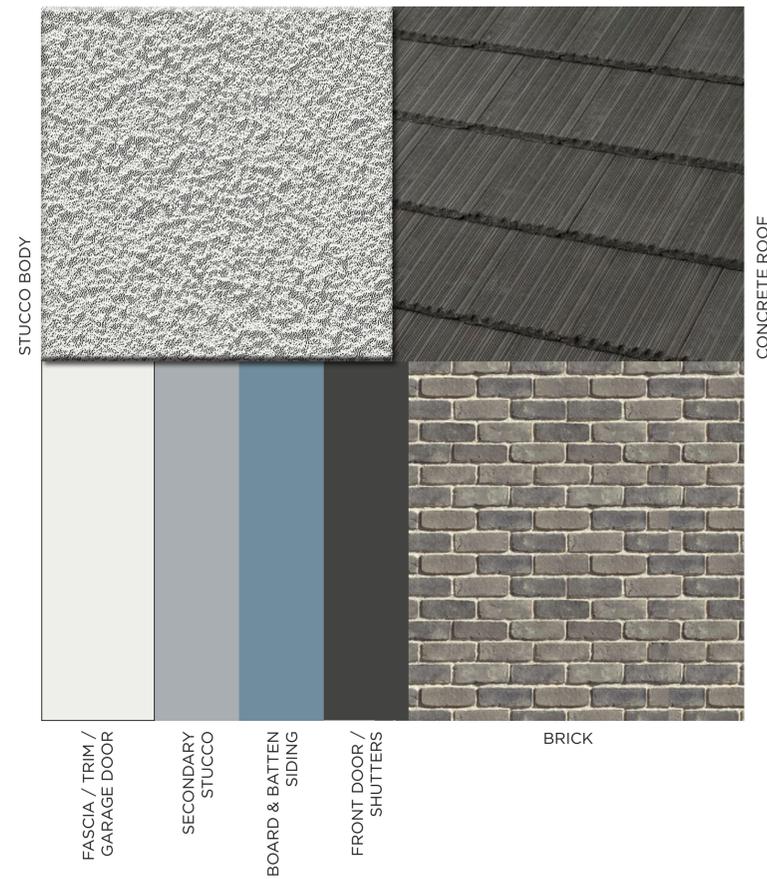
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FARMHOUSE  
SCHEME #7



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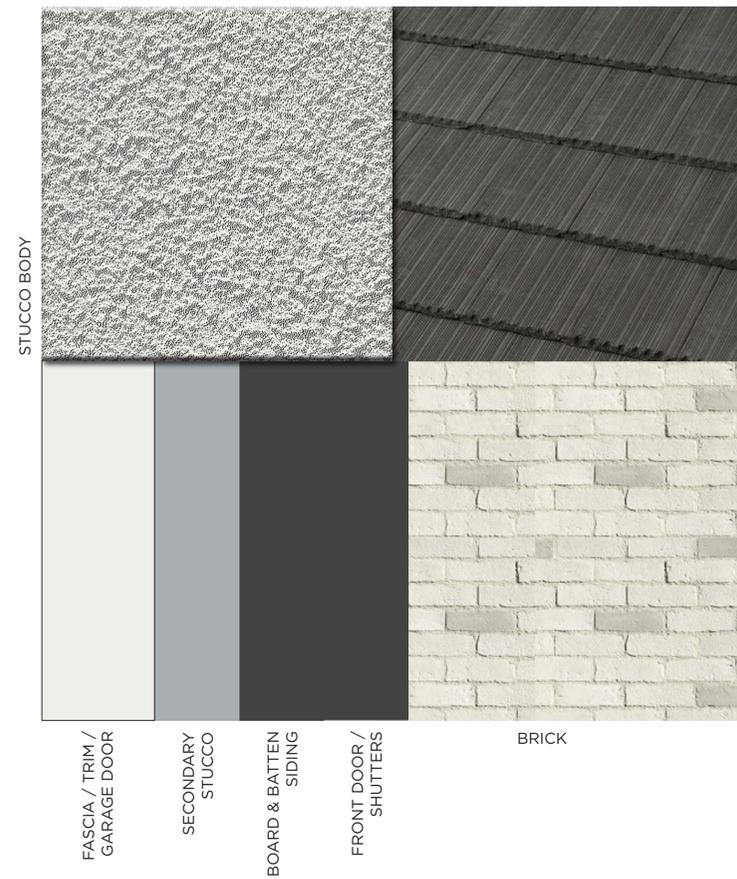
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FARMHOUSE  
SCHEME #8



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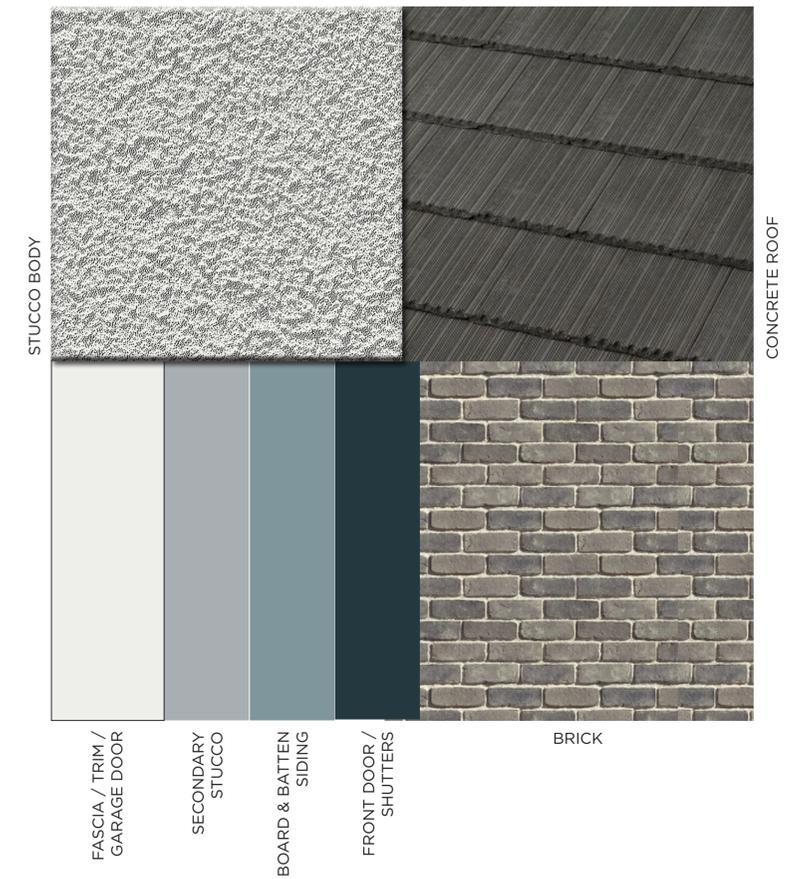
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FARMHOUSE  
SCHEME #9



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\*COLORS MAY VARY DUE TO SCREEN AND PRINTER CALIBRATION. REFER TO PAINT CHIPS AND MATERIAL BOARDS FOR ACTUAL COLORS.

COLOR BOARDS - "C" FARMHOUSE

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*Pacific*

FONTANA WALNUT

FONTANA, CA

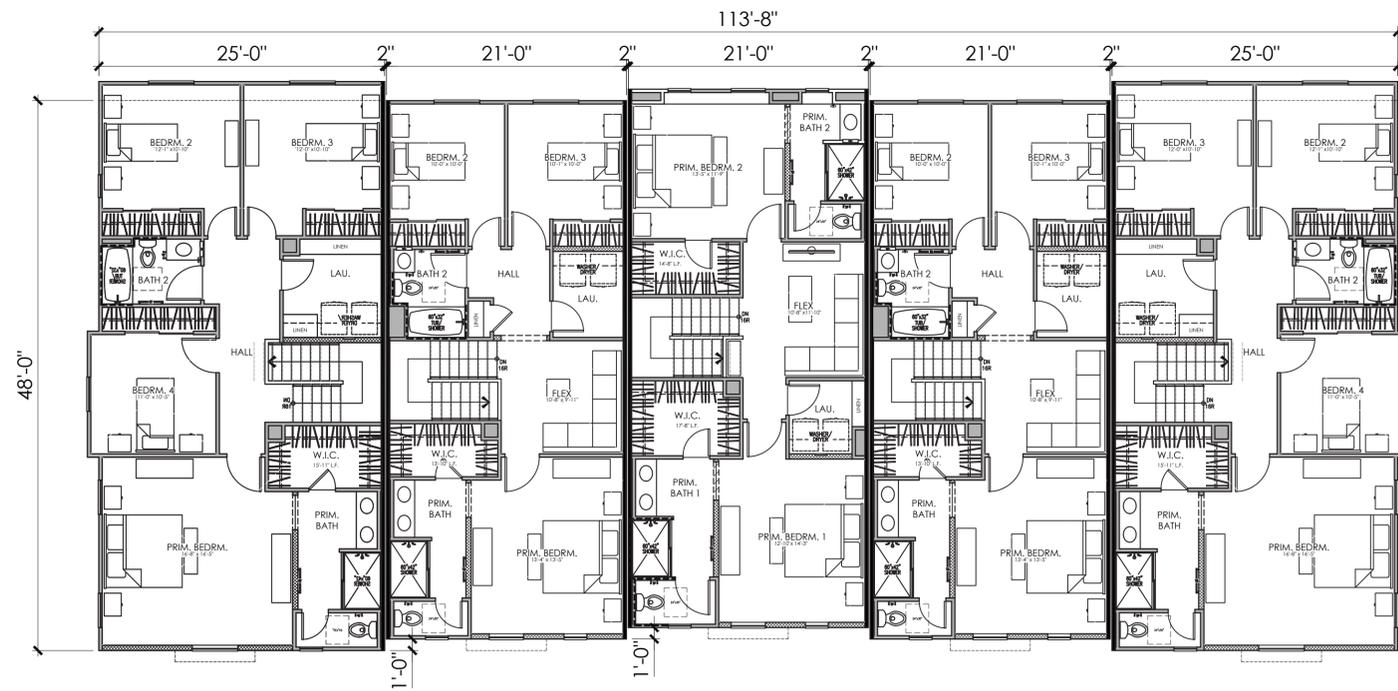
MOTOR COURT

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A-50

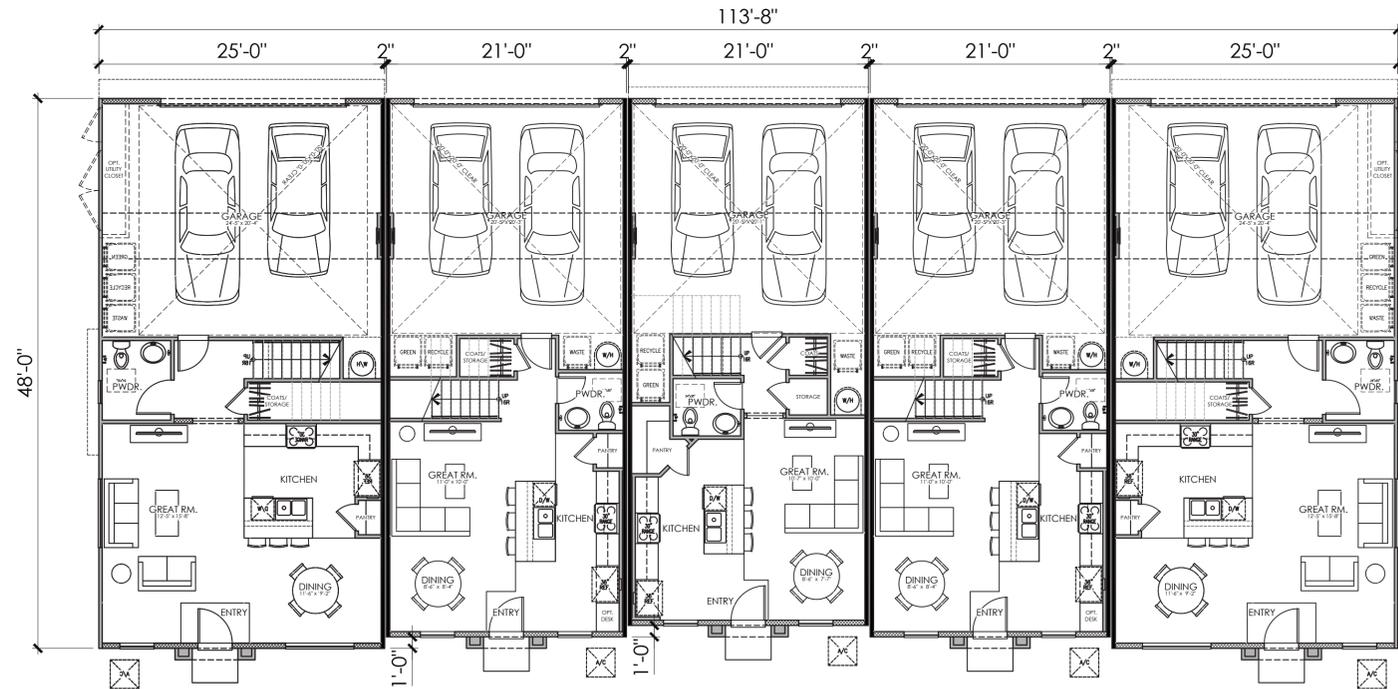
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# FONTANA WALNUT

TOWNHOMES



SECOND FLOOR PLAN

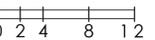


|  |   |   |   |   |
|--|---|---|---|---|
| UNIT 3.0R<br>1,855 S.F.<br>4 BDRM., 2.5 BATH, LOFT | UNIT 2.0<br>1,432 S.F.<br>3 BDRM., 2.5 BATH | UNIT 1.1<br>1,393 S.F.<br>2 BDRM., 2.5 BATH | UNIT 2.0<br>1,432 S.F.<br>3 BDRM., 2.5 BATH | UNIT 3.0<br>1,855 S.F.<br>4 BDRM., 2.5 BATH |
|--|---|---|---|---|

FIRST FLOOR PLAN

501A BUILDING COMPOSITE (5-PLEX)

NOTE: UNIT 3.0  
MAY BE ADAPTABLE



OCCUPANCY: R2/S2  
SPRINKLER SYSTEM: FULL NFPA 13  
CONSTRUCTION: VB



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UNIT 3.0R      UNIT 2.0      UNIT 1.1      UNIT 2.0      UNIT 3.0

**FRONT**



Items shown dashed shall occur at lots requiring enhancements, see site.

UNIT 3.0R

**RIGHT**

**MATERIALS LEGEND**  
(WHERE OCCURS)

|              |                             |
|--------------|-----------------------------|
| FRONT DOOR:  | FIBERGLASS                  |
| GARAGE DOOR: | METAL SECTIONAL             |
| ROOF:        | CONCRETE "S" TILE           |
| FASCIA:      | 2x6 WOOD                    |
| BARGE:       | 2x6 WOOD                    |
| GABLE END:   | SIMULATED CLAY TILE         |
| WALL:        | STUCCO                      |
| WINDOWS:     | VINYL W/ GRIDS              |
| SHUTTERS:    | SIMULATED WOOD              |
| TRIM:        | STUCCO OVER RIGID FOAM (2X) |



UNIT 3.0      UNIT 2.0      UNIT 1.1      UNIT 2.0      UNIT 3.0R

**REAR**

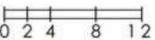


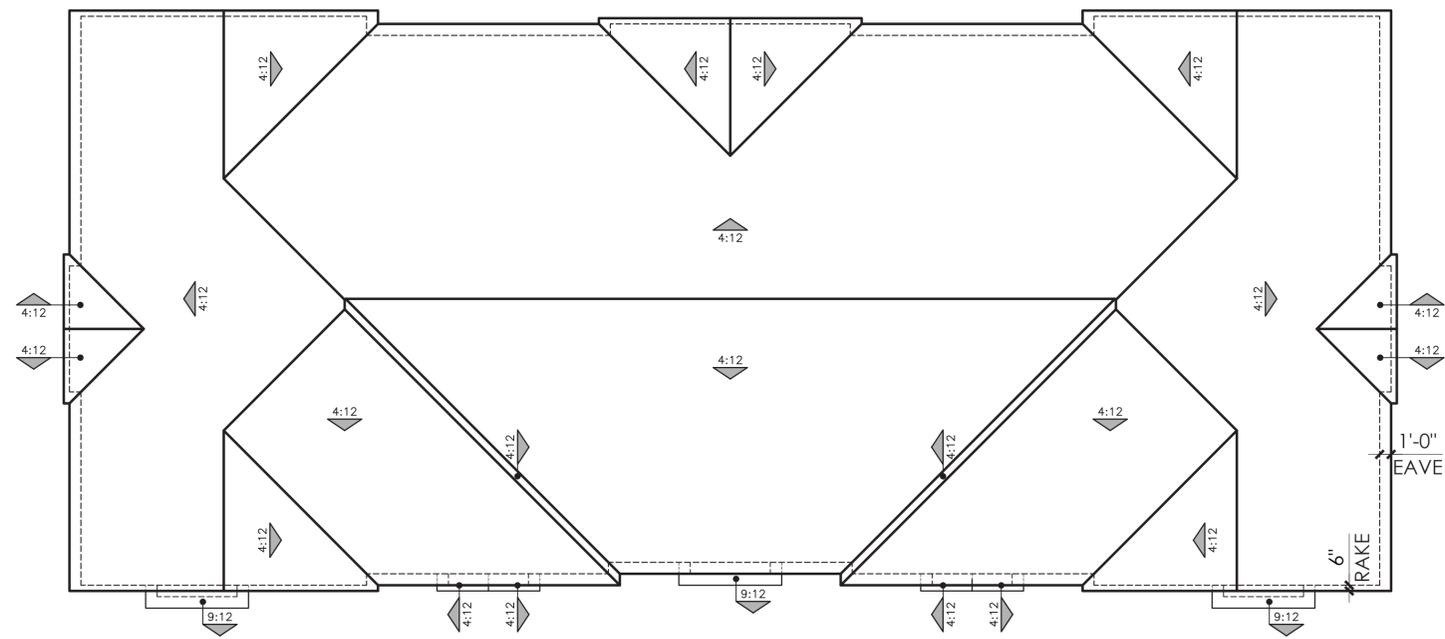
Items shown dashed shall occur at lots requiring enhancements, see site.

UNIT 3.0R

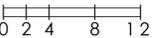
**LEFT**

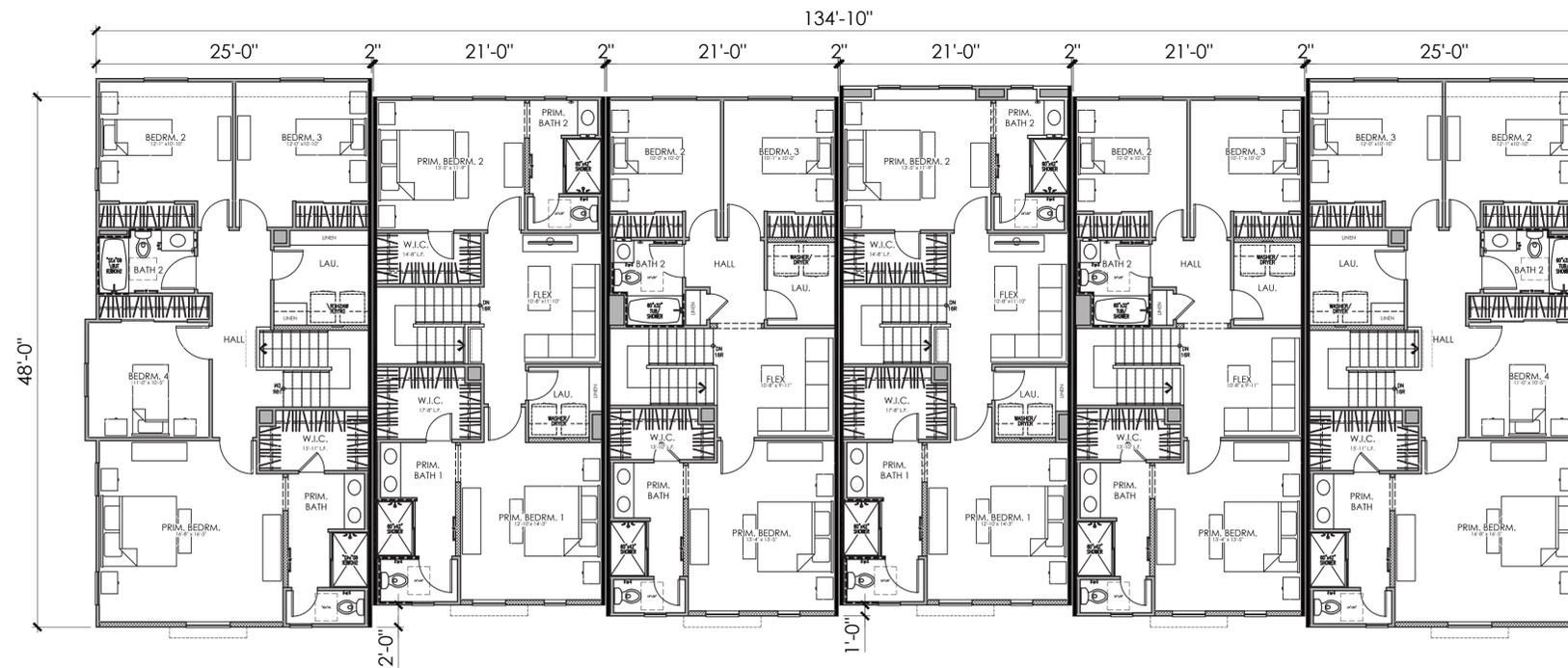
COLOR SCHEME 1  
SPANISH ELEVATIONS  
501A BUILDING COMPOSITE (5-PLEX)



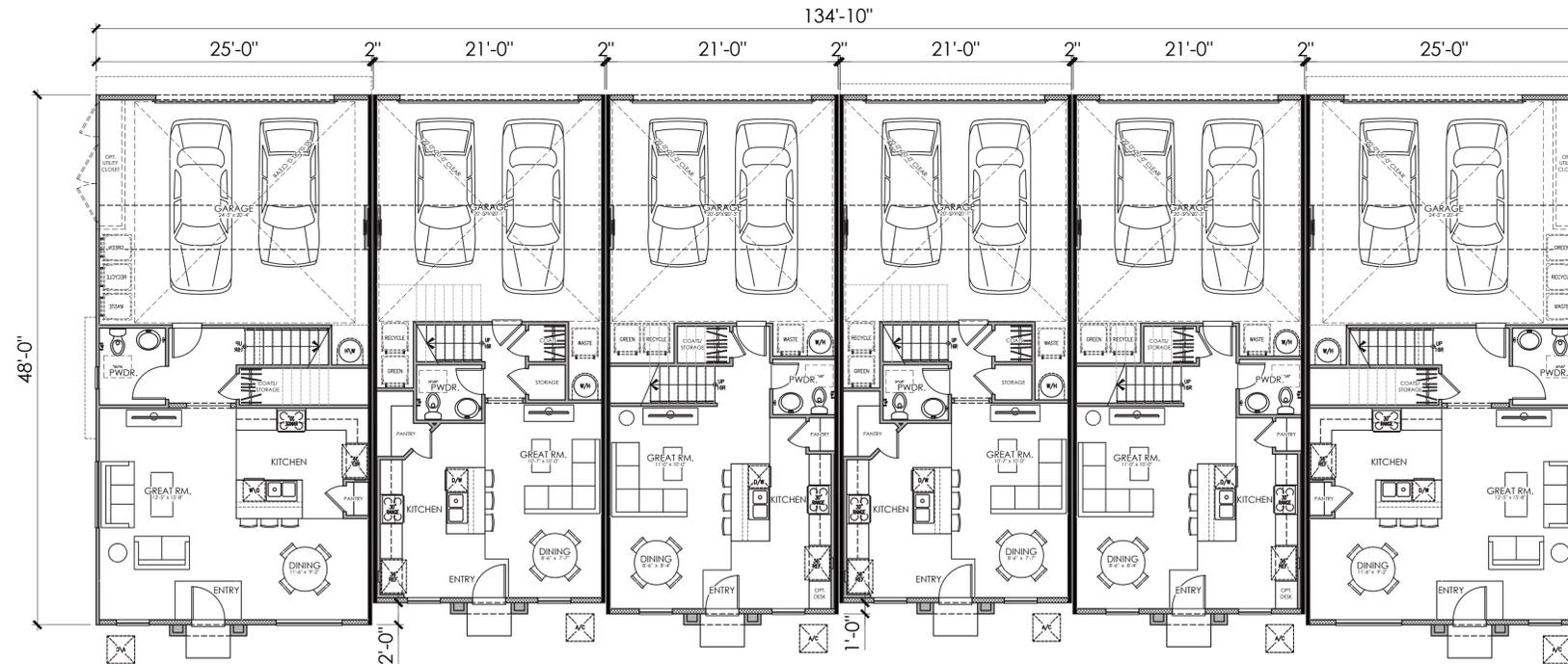


ROOF PLAN  
 501A BUILDING COMPOSITE (5-PLEX)





SECOND FLOOR PLAN



UNIT 3.0R  
1,855 S.F.  
4 BDRM., 2.5 BATH, LOFT

UNIT 1.0  
1,393 S.F.  
2 BDRM., 2.5 BATH

UNIT 2.0  
1,432 S.F.  
3 BDRM., 2.5 BATH

UNIT 1.1  
1,393 S.F.  
2 BDRM., 2.5 BATH

UNIT 2.0  
1,432 S.F.  
3 BDRM., 2.5 BATH

UNIT 3.0  
1,855 S.F.  
4 BDRM., 2.5 BATH

FIRST FLOOR PLAN

601A BUILDING COMPOSITE (6-PLEX)

OCCUPANCY: R2/S2  
SPRINKLER SYSTEM: FULL NFPA 13  
CONSTRUCTION: VB

NOTE: UNIT 3.0  
MAY BE ADAPTABLE





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FRONT



Items shown dashed shall occur at lots requiring enhancements, see site.

UNIT 3.0R

RIGHT

**MATERIALS LEGEND**

- (WHERE OCCURS)
- FRONT DOOR: FIBERGLASS
  - GARAGE DOOR: METAL SECTIONAL
  - ROOF: CONCRETE "S" TILE
  - FASCIA: 2x6 WOOD
  - BARGE: 2x6 WOOD
  - GABLE END: SIMULATED CLAY TILE
  - WALL: STUCCO
  - WINDOWS: VINYL W/ GRIDS
  - SHUTTERS: SIMULATED WOOD
  - TRIM: STUCCO OVER RIGID FOAM (2X)



UNIT 3.0 UNIT 2.0 UNIT 1.1 UNIT 2.0 UNIT 1.0 UNIT 3.0R

REAR



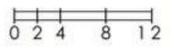
Items shown dashed shall occur at lots requiring enhancements, see site.

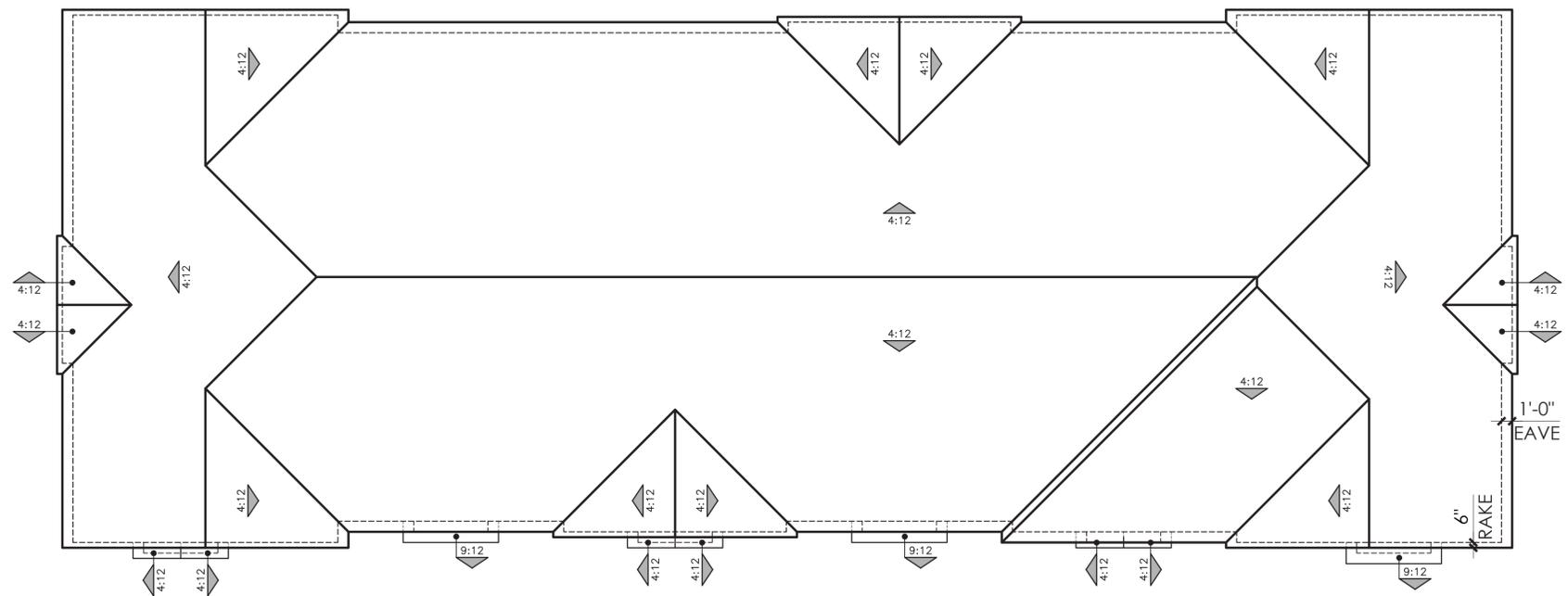
UNIT 3.0R

LEFT

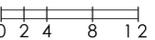
COLOR SCHEME 2  
SPANISH ELEVATIONS

601A BUILDING COMPOSITE (6-PLEX)



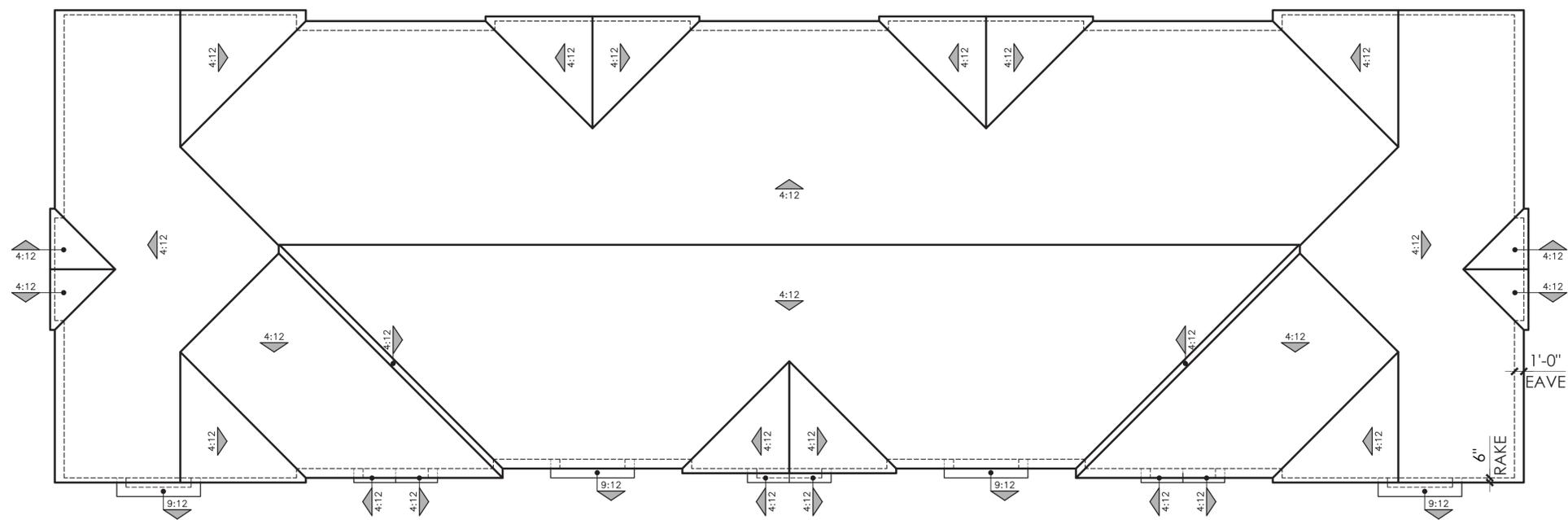


ROOF PLAN  
 601A BUILDING COMPOSITE (6-PLEX)

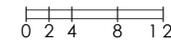








ROOF PLAN  
 701A BUILDING COMPOSITE (7-PLEX)



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FONTANA, CA

PROJECT 24042  
CREATED 7/31/24

| "A" ELEVATIONS<br>SPANISH      | SCHEME 1                  | SCHEME 2                |
|--------------------------------|---------------------------|-------------------------|
| PRIMARY STUCCO                 | 1503                      | 5/8 A 668               |
| STUCCO PAINT MATCH***          | SW7028 INCREDIBLE WHITE   | SW7566 WESTHIGHLAND WT  |
| SECONDARY STUCCO               | SW9084<br>COCOA WHIP      | SW7031<br>MEGA GREIGE   |
| FASCIA / TRIM /<br>GARAGE DOOR | SW6083<br>SABLE           | SW7034<br>STATUS BRONZE |
| FRONT DOORS /<br>SHUTTERS      | SW2848<br>ROYCROFT PEWTER | SW7580<br>CARNELIAN     |
| CLAY PIPES                     | SW6061<br>TANBARK         | SW6061<br>TANBARK       |
| ROOF: LOW PROFILE "S"          | 1VICS7970                 | 1VICS6464               |
| VILLA                          | RED CASTLE                | CA MISSION BLEND        |

STUCCO: OMEGA  
PAINT: SHERWIN WILLIAMS  
CONCRETE ROOF: NEWPOINT



ALL FLASHING, GUTTERS, DOWNSPOUTS ETC. TO BE PAINTED TO MATCH ADJACENT SURFACE.

\*\*\* For photoshop renderings only, do NOT use in the field

WRITTEN COLOR SCHEMES



FONTANA WALNUT  
FONTANA, CA

TOWNHOMES

02.24.2025  
A-61

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**SPANISH  
SCHEME #1**

PRIMARY STUCCO

CONCRETE ROOF

SECONDARY STUCCO

FASCIA / TRIM / GARAGE DOOR

FRONT DOORS / SHUTTERS

CLAY PIPES

**FONTANA WALNUT**  
FONTANA, CA

#24042 / TOWNHOMES  
JUL. 30, 2024

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**SPANISH  
SCHEME #2**

PRIMARY STUCCO

CONCRETE ROOF

SECONDARY STUCCO

FASCIA / TRIM / GARAGE DOOR

FRONT DOORS / SHUTTERS

CLAY PIPES

**FONTANA WALNUT**  
FONTANA, CA

#24042 / TOWNHOMES  
JUL. 30, 2024

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COLOR BOARDS - "A" SPANISH

\*COLORS MAY VARY DUE TO SCREEN AND PRINTER CALIBRATION. REFER TO PAINT CHIPS AND MATERIAL BOARDS FOR ACTUAL COLORS.

# FONTANA WALNUT

RECREATION BUILDING

| PLUMBING FIXTURES REQUIRED - SWIMMING POOL |       |         |        |               |        |         |        |       |        |         | C.B.C. SECTION 3116B |  |
|--|-------|---------|--------|---------------|--------|---------|--------|-------|--------|---------|----------------------|--|
| WATER SURFACE AREA                         | TOTAL | BATHERS |        | WATER CLOSETS |        | URINALS |        | SINKS |        | SHOWERS |                      |  |
|  |       | MALE    | FEMALE | MALE          | FEMALE | MALE    | FEMALE | MALE  | FEMALE |         |                      |  |
| 1,984                                      | 2,056 | 138     | 69     | 69            | 1.75   | 1.60    | 1.75   | 1.80  | 1.80   | 1.50    |                      |  |
| SPA  | 72    |         |        |               |        |         |        |       |        | 2.7     |                      |  |
| TOTAL REQUIRED                             |       | 1       |        | 2             |        | 1       |        | 1     |        | 3       |                      |  |

| PLUMBING FIXTURES PROVIDED |         |            |         |         |
|----------------------------|---------|------------|---------|---------|
|                            | TOILETS | LAVATORIES | URINALS | SHOWERS |
| MEN'S RESTROOM             | 1       | 1          | 1       |         |
| WOMEN'S RESTROOM           | 2       | 1          |         | 3       |

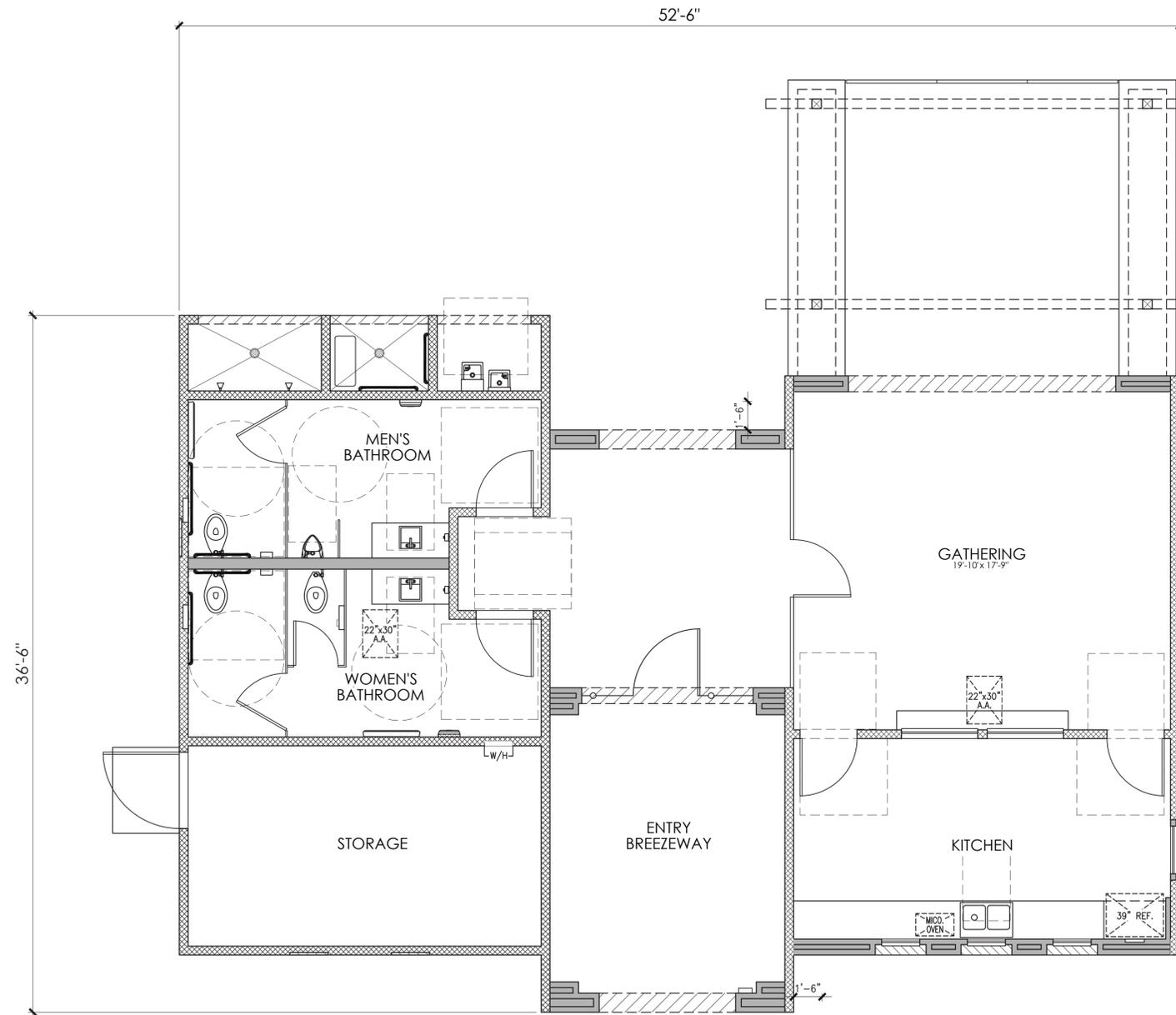
| PLUMBING FIXTURES REQUIRED |                         |      |        |           |      |        |               |            |              |              | C.P.C. TABLE 422.1 |  |
|----------------------------|-------------------------|------|--------|-----------|------|--------|---------------|------------|--------------|--------------|--------------------|--|
| OCCUPANCY GROUP            | ROOM                    | AREA | RATIO  | OCCUPANTS |      |        | WATER CLOSETS |            | LAVATORIES   |              | URINALS            |  |
|                            |                         |      |        | TOTAL     | MALE | FEMALE | MALE          | FEMALE     | MALE         | FEMALE       | MALE               |  |
| A-2                        | KITCHEN, GATHERING ROOM | 628  | 1/30   | 21        | 11   | 11     | 1/50 = 0.22   | 1/25 = .44 | 1/150 = 0.07 | 1/150 = 0.07 | 1/200 = 0.06       |  |
| S-2                        | STORAGE                 | 213  | 1/5000 | .04       | .02  | .02    | 1/100 = 0     | 1/100 = 0  | 1/200 = 0    | 1/200 = 0    |                    |  |
| TOTAL REQUIRED             |                         |      |        |           |      |        | .22           | .44        | 0.07         | 0.07         | 0.06               |  |

| PLUMBING FIXTURES PROVIDED |               |            |         |   |
|----------------------------|---------------|------------|---------|---|
|                            | WATER CLOSETS | LAVATORIES | URINALS |   |
| MEN'S RESTROOM             | 1             | 1          | 1       |   |
| WOMEN'S RESTROOM           | 1             | 1          |         | 1 |
| UNISEX RESTROOM            | 1             | 1          |         | 1 |

| MAXIMUM FLOOR AREA ALLOWANCES PER OCCUPANT |                |      |       |           |          |                |                | C.B.C. TABLE 1004.5 |  |
|--|----------------|------|-------|-----------|----------|----------------|----------------|---------------------|--|
| OCCUPANCY GROUP                            | ROOM           | AREA | RATIO | OCCUPANTS |          | EXITS PROVIDED | PANIC HARDWARE | MAX HEIGHT          |  |
|  |                |      |       | TOTAL     | REQUIRED |                |                |                     |  |
| A-2  | GATHERING ROOM | 384  | 1/15  | 26        | 1        | 1              | NO             | 60"                 |  |
|  | KITCHEN        | 244  | 1/200 | 2         | 1        | 1              | NO             |                     |  |
| S-2  | STORAGE        | 213  | 1/300 | 1         | 1        | 1              | NO             |                     |  |
| MAXIMUM OCCUPANCY                          |                |      |       | 29        |          |                |                |                     |  |

**AREA TABULATION**

| CONDITIONED SPACE   |             |
|---------------------|-------------|
| KITCHEN             | 239 SQ. FT. |
| TOTAL:              | 239 SQ. FT. |
| UNCONDITIONED SPACE |             |
| BREEZE WAY          | 403 SQ. FT. |
| GATHERING AREA      | 384 SQ. FT. |
| STORAGE             | 213 SQ. FT. |
| RESTROOMS           | 338 SQ. FT. |



FLOOR PLAN

RECREATIONAL BUILDING

239 SQ FT CONDITIONED AREA  
1659 SQ FT UNDER ROOF





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Refer to landscape drawings for wall, tree, and shrub locations

FRONT



RIGHT



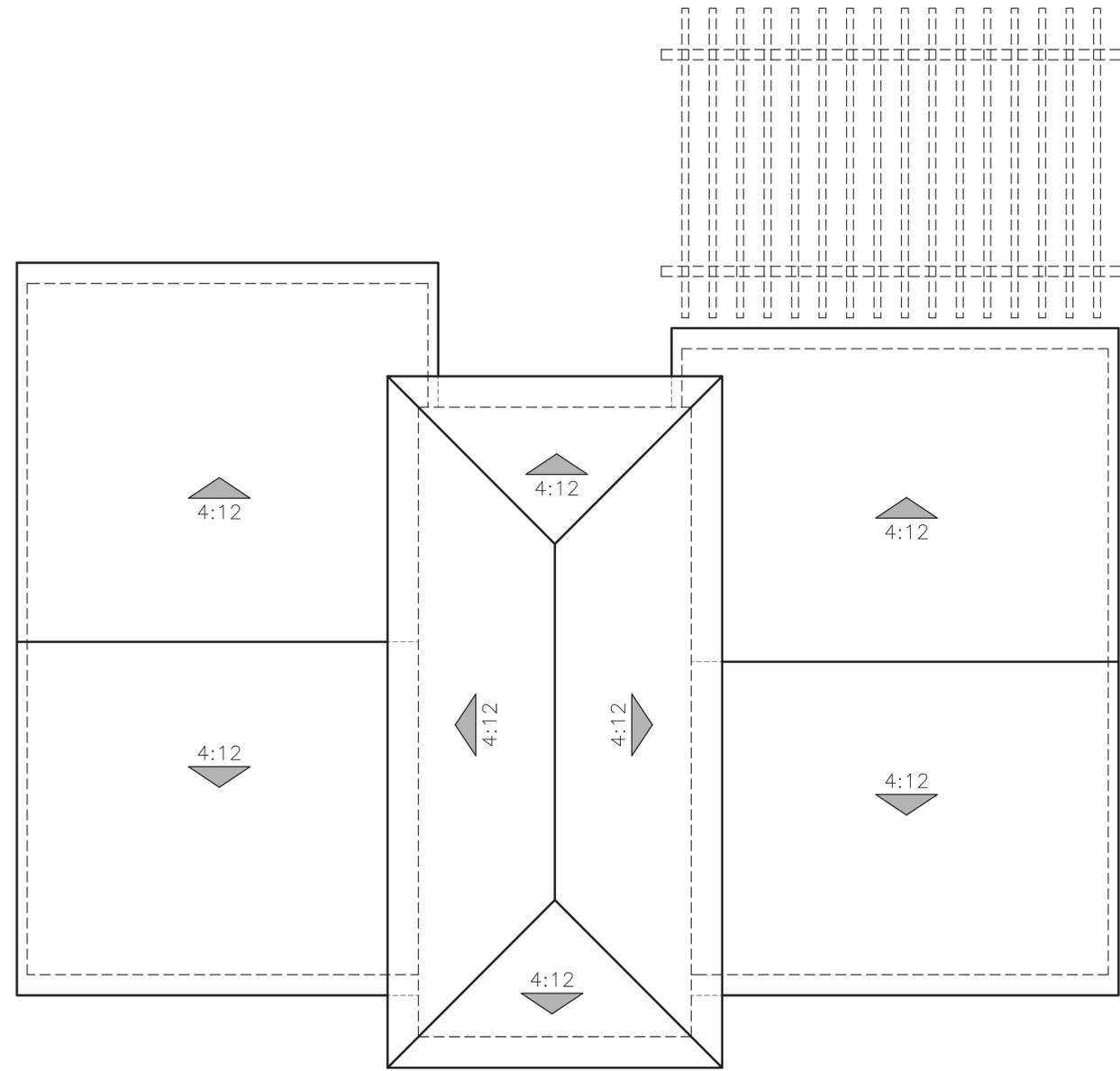
REAR



LEFT

SPANISH ELEVATIONS

RECREATIONAL BUILDING



ROOF PLAN  
RECREATIONAL BUILDING



FONTANA WALNUT  
FONTANA, CA

| EXTERIOR COLOR SCHEME              |                                |
|------------------------------------|--------------------------------|
| STUCCO                             | 1572                           |
| STUCCO PAINT MATCH***              | SW7005 PURE WHITE              |
| FASCIA / TRIM                      | SW7514<br>FOOTHILLS            |
| KITCHEN & GATHERING<br>DOORS       | SW6221<br>MOODY BLUE           |
| GABLE END DETAIL                   | SW6061<br>TANBARK              |
| ROOF: LOW PROFILE "S"<br>VILLA     | 1VICS6464<br>CA MISSION BLEND  |
| TILE AT SHOWERS                    | KEYSTONES<br>D617 ARCTIC WHITE |
| CERAMIC TILE AT<br>ARCHES: 6" x 6" | ELEMENTAL TAN<br>0166          |
| CERAMIC TILE AT<br>ARCHES: 6" x 6" | OCEAN BLUE<br>1049             |
| GUTTERS:                           | WOOD BEIGE                     |

ALL FLASHING, GUTTERS, DOWNSPOUTS ETC. TO BE PAINTED TO MATCH ADJACENT SURFACE. ALL PAINT BREAKS TO BE CUT AT INSIDE CORNERS.

\*\* FOR PHOTOSHOP & RENDERING PURPOSES ONLY, DO NOT USE IN THE FIELD

TODAS LAS TAPAJUNTAS, CAÑALERAS, CAÑALONES, ETC.SERAN PINTADOS PARA IGUALAR A LA SUPERFICIE DE JUNTO. TODAS LAS RESTAURAS DE PINTURA SE CORTARAN EN LAS ESQUINAS INTERIORES

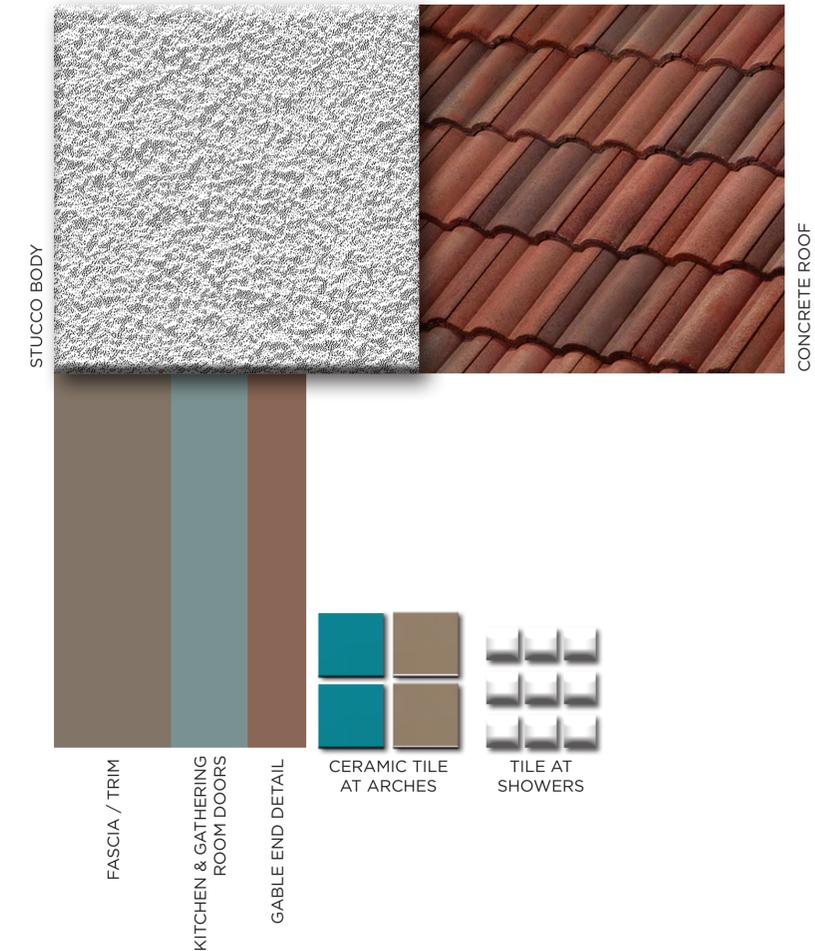
\*\*SOLO PARA FINES DE PHOTOSHOP Y REPRESENTACIONES, NO USAR EN EL CAMPO

PROJECT 24042  
CREATED 8/12/24  
Planning Rev. 11/14/24

STUCCO: OMEGA  
PAINT: SHERWIN WILLIAMS  
TILE: DAL TILE  
ROOF: NEWPOINT  
GUTTERS: RGS



COLOR BOARD



FONTANA WALNUT  
RECREATION BUILDING  
FONTANA, CA

Kevin L. Crook  
Architect  
Inc  
#24042  
NOV. 14, 2024  
PLANNING + ARCHITECTURE

WRITTEN COLOR SCHEME

COLOR BOARD

# FONTANA WALNUT

## Planned Unit Development (PUD)

TTM No. 20712

MCN 24-0060

Developed by:



10621 Civic Center Drive  
Rancho Cucamonga, CA 91730  
(909) 481-1150

Prepared by:



**ALLARD ENGINEERING**

Civil Engineering - Land Surveying - Land Planning

16866 Seville Avenue  
Fontana, CA 92335  
(909) 356-1815

## PROJECT DESCRIPTION

The project is proposed to be a gated community with ingress and egress off Knox Avenue and Walnut Street. The entries will open up to the recreational and common areas located throughout the project. Proposed amenities include a recreational center with a pool, spa, BBQ's and lounging areas. Then there are large open grass areas, shaded sitting areas, tot lots & paseo with playground equipment.

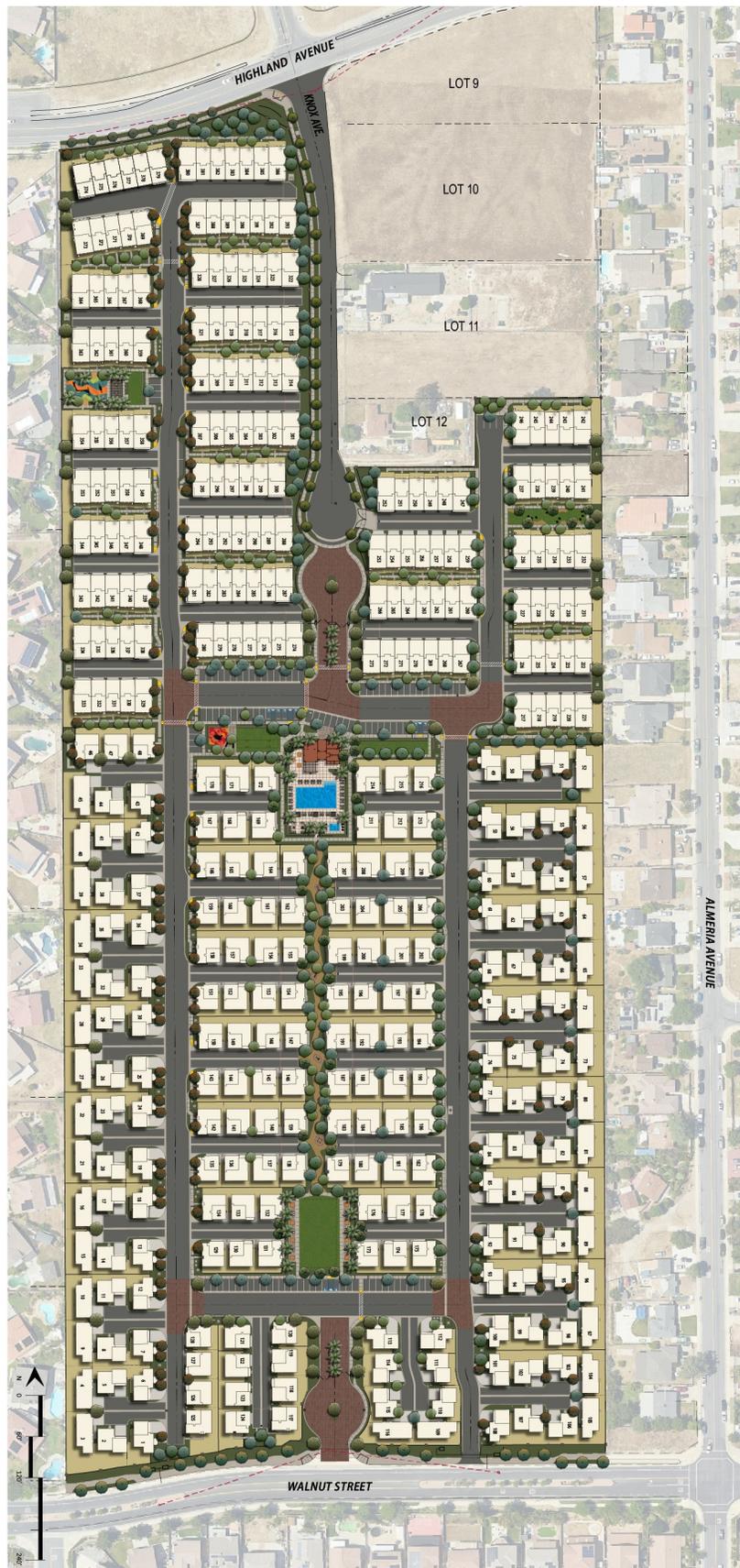
A variety of homes types are proposed. It will feature a combination of two-story cluster homes, two-story motor court, and two-story townhomes. The unit mix will be 103 detached cluster units in 6 and 8 pack configurations with sizing from 1,700 to 1,900 SF. Then 113 detached motor court units clustered in 6 and 8 packs with sizing from 1,600 to 1,900 SF. Lastly, 177 attached townhome units arranged in 5, 6, and 7 packs; sizing will range from 1,400 to 1,900 SF.

The site is designed with walkability in mind. This is seen in the sidewalks around the perimeter streets and the paseo running down the spine that provides front door access to the cluster units. Building placement and style allows for variation in design in the community as a whole and entices community connection as well as private spaces.

## IMPLEMENTATION

The proposed project is located on approximately 30 gross acres, located north of Walnut Street and south of Highland Avenue in the City of Fontana. The property is currently designated R-MFMH in the City's General Plan and zoned R-4 (24.1-39 du/ac). The proposed project will downzone to R-3 and amend the General Plan land use to R-MF (Multi Family Residential) and apply for a Major PUD.

# DEVELOPMENT PLAN



## UNIT MIX

Project will be composed of three product type that will offer a more traditional style single family residential home with private driveway and back yards to a more modern style attached townhome that are alley loaded. Unit mix is seen below:

### **TOWNHOMES**

| <u>Plan</u> | <u>Type</u>  | <u>SF</u>      | <u>Number on Site</u> |
|-------------|--------------|----------------|-----------------------|
| 1           | 2Br/ 2.5 Ba  | 1,393 =        | 45                    |
| 2           | 3 Br/ 2.5 Ba | 1,432 =        | 72                    |
| 3           | 4 Br/ 2.5 Ba | 1,855 =        | 60                    |
|             |              | <b>TOTAL =</b> | <b>177</b>            |

### **DETACHED CLUSTER**

| <u>Plan</u> | <u>Type</u>  | <u>SF</u>      | <u>Number on Site</u> |
|-------------|--------------|----------------|-----------------------|
| 1           | 3Br/ 2.5 Ba  | 1,690 =        | 28                    |
| 2           | 3 Br/ 2.5 Ba | 1,779 =        | 47                    |
| 3           | 4 Br/ 3 Ba   | 1,936 =        | 28                    |
|             |              | <b>TOTAL =</b> | <b>103</b>            |

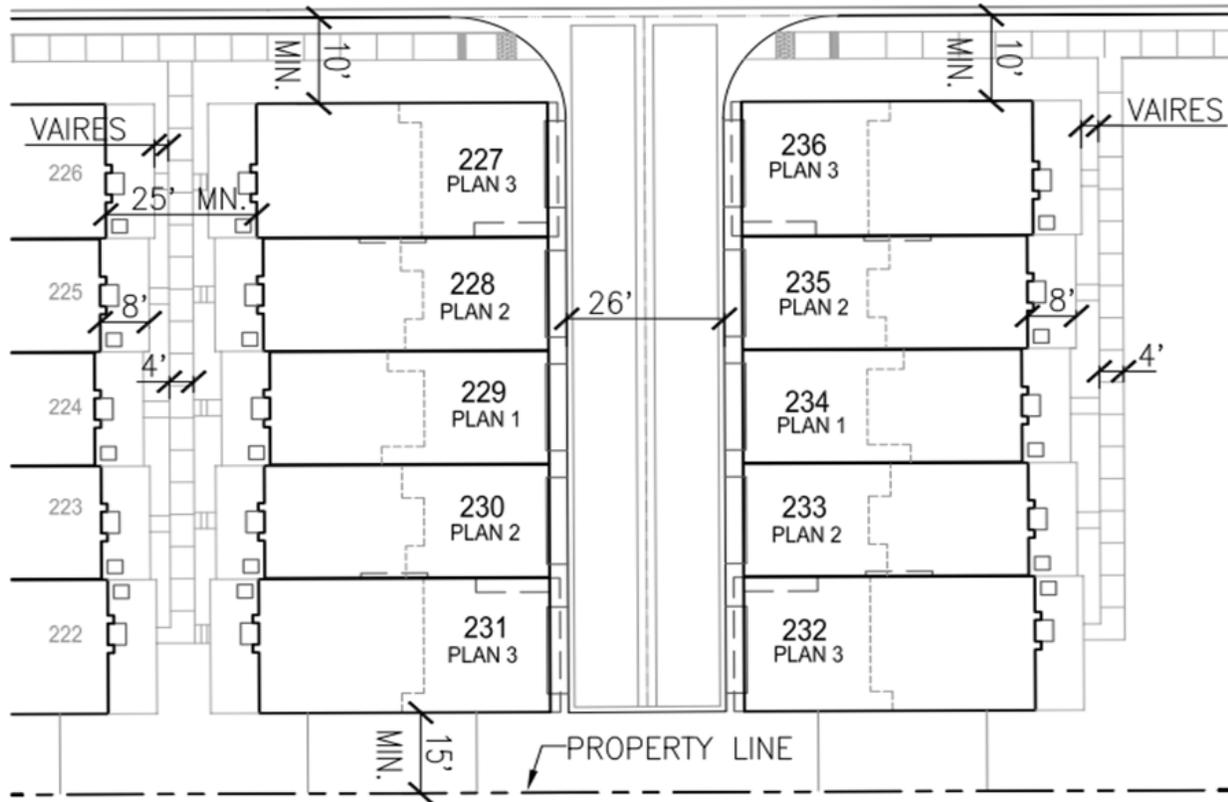
### **MOTOR COURT**

| <u>Plan</u> | <u>Type</u>  | <u>SF</u>      | <u>Number on Site</u> |
|-------------|--------------|----------------|-----------------------|
| 1           | 3Br/ 2.5 Ba  | 1,688 =        | 32                    |
| 2           | 4 Br/ 2.5 Ba | 1,893 =        | 49                    |
| 3           | 4 Br/ 3 Ba   | 1,960 =        | 32                    |
|             |              | <b>TOTAL =</b> | <b>113</b>            |

**GRAND TOTAL = 393**

# DEVELOPMENT STANDARDS

## LOT TYPICALS - TOWNHOUSE COURT - PLOTTING SETBACKS



**TYPICAL TOWNHOUSE COURT**

|                                |  |              |
|--------------------------------|--|--------------|
| Building (Living Area) Setback | Building to Public R/W South Highland Avenue | 20' Minimum  |
|                                | Building to Public R/W Knox Avenue           | 7.5' Minimum |
|                                | Building to East & West Property Line        | 15' Minimum  |

|                                     |                             |             |             |
|-------------------------------------|-----------------------------|-------------|-------------|
| Building (Living Area) Side Setback | From Property Line          | To Building | 10' Minimum |
|                                     | From Parkway curb (Private) | To Building | 10' Minimum |

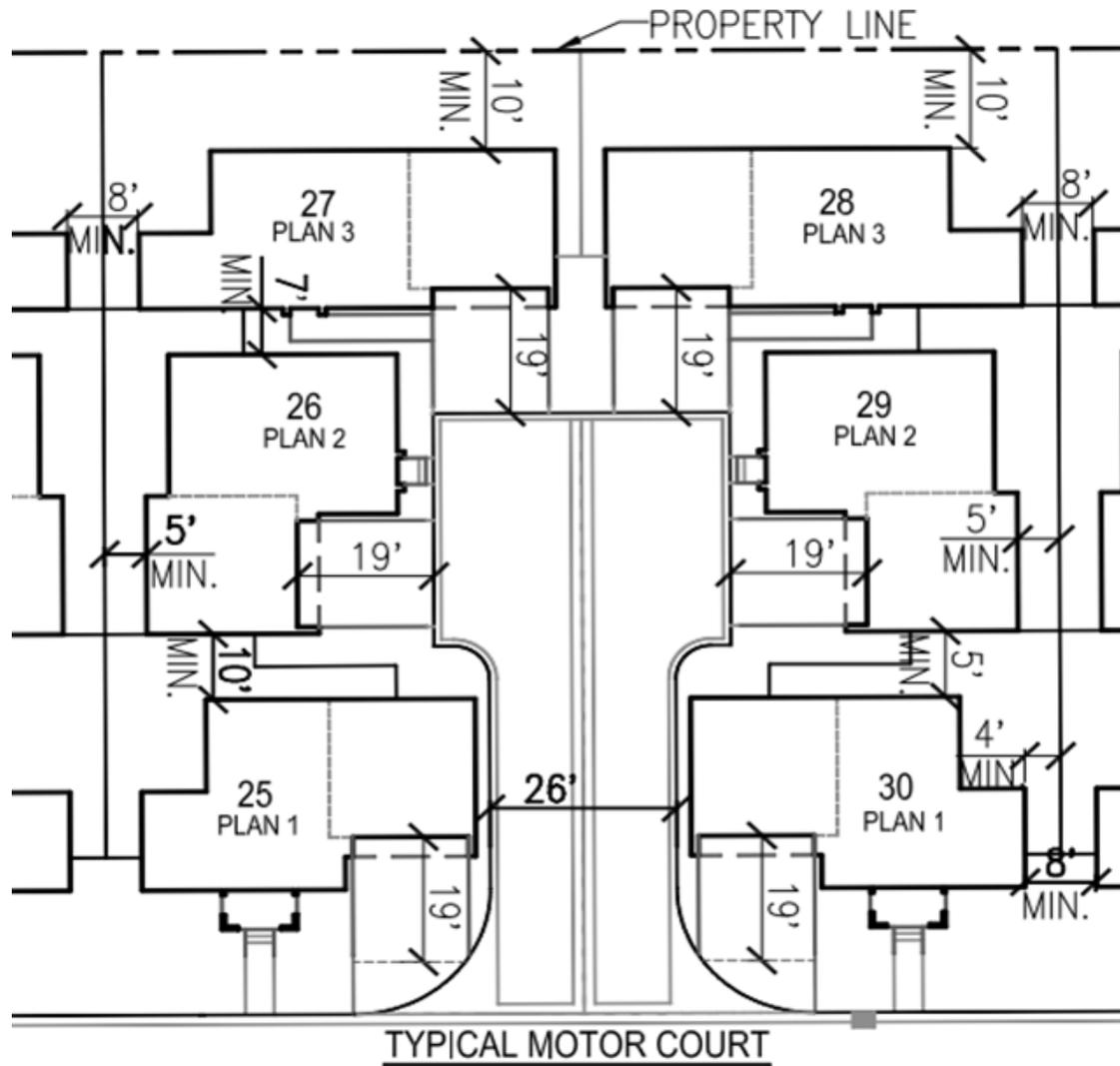
|                              |                              |                        |             |
|------------------------------|------------------------------|------------------------|-------------|
| Building to Building Setback | Front to Front (living area) | To Front (living area) | 25' Minimum |
|                              | Front to Front (porch area)  | To Front (porch area)  | 9' Minimum  |

**Notes:**

1. Pop-Outs allowed to encroach 2'
2. All setbacks will be measured from main structure not overhang or open patios
3. All garages will have a roll-up doors

# DEVELOPMENT STANDARDS

## LOT TYPICALS - MOTOR COURT - PLOTTING SETBACKS



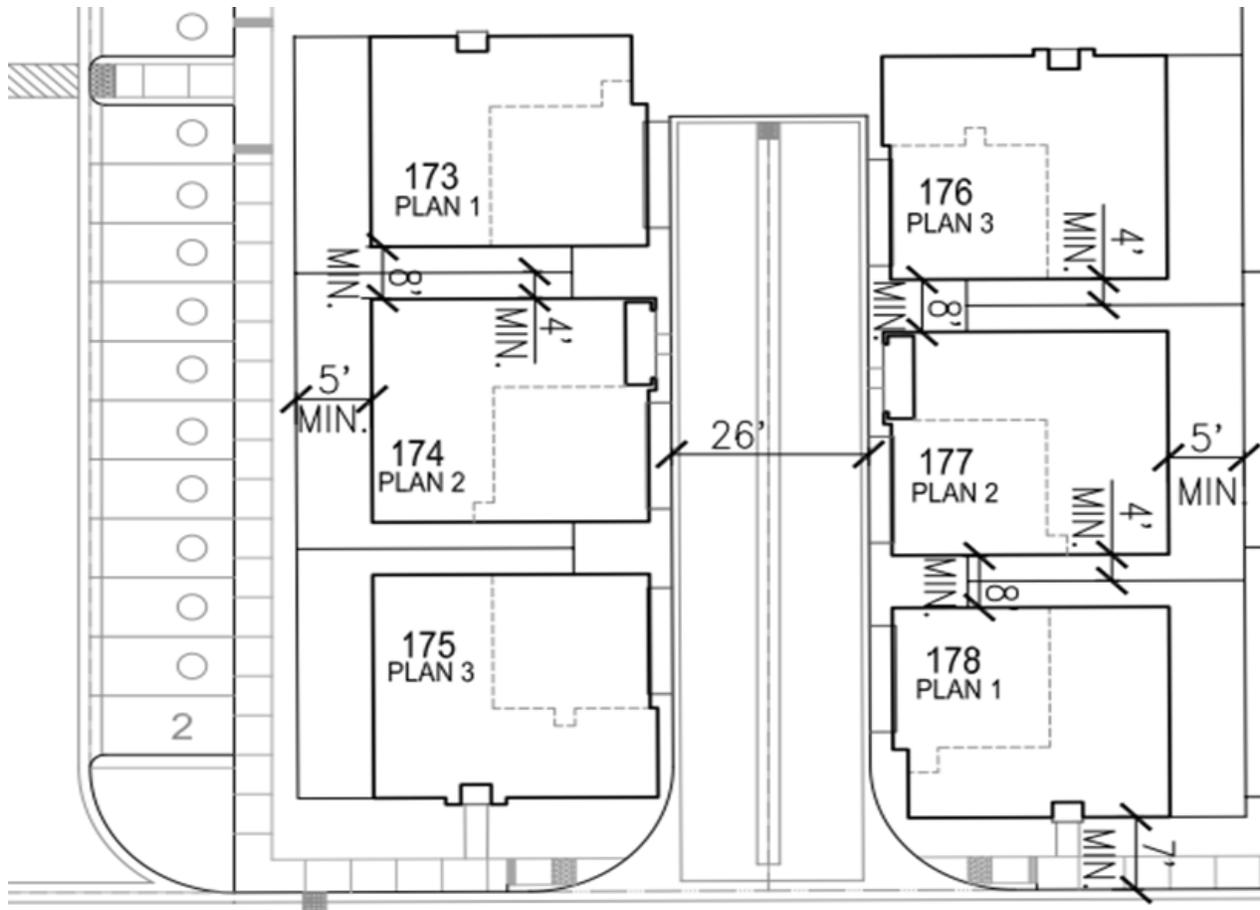
|                     |                        |                |             |
|---------------------|------------------------|----------------|-------------|
| Rear Setback        | From center of Wall    | To Building    | 5' Minimum  |
| Side Setback        | From center of Wall    | To Building    | 4' Minimum  |
| Rear Setback        | From PL Wall           | To Building    | 10' Minimum |
|                     | From Walnut Avenue R/W | To Building    | 20' Minimum |
| Side Setback        | From Walnut Avenue R/W | To Building    | 15' Minimum |
| Garage Door Setback | From edge of Fireline  | To Garage Door | 19' Minimum |
| Garage Side Setback | From curb face         | To Building    | 2' Minimum  |

### Notes:

1. Pop-Outs allowed to encroach 2'
2. All setbacks will be measured from main structure not overhang or open patios
3. All garages will have a roll-up doors
4. Majority of Rear Setbacks to PL Wall are 15' Minimum

# DEVELOPMENT STANDARDS

## LOT TYPICALS - DETACHED CLUSTER - PLOTTING SETBACKS



**TYPICAL DETACHED CLUSTER**

|                           |   |                |             |
|---------------------------|---|----------------|-------------|
| Front Garage Door Setback | From edge of Pavement (Fireline)          | To Garage Door | 3' Minimum  |
| Front Porch Setback       | From edge of Pavement (Fireline)          | To Porch       | 2' Minimum  |
| Rear Setback              | From center of Wall                       | To Building    | 5' Minimum  |
| Side Setback              | From center of Wall                       | To Building    | 4' Minimum  |
| Corner Building Setback   | From front curb face                      | To Building    | 7' Minimum  |
| Building Setback          | From Building to Public R/W Walnut Avenue | To Building    | 10' Minimum |

**Notes:**

1. Pop-Outs allowed to encroach 2'
2. All setbacks will be measured from main structure not overhang or open patios
3. All garages will have a roll-up doors

## PATIOS

Patios are allowed for the detached cluster and motor court units. However setbacks will need to be followed to ensure a cohesive neighborhood. Setback standards for the patios will be a minimum of 5ft from the rear and side property line of the detached cluster and motor court units.

Patios will not be allowed on the townhome units or in the front private courtyards. No additional structures will be allowed in these locations.

## OPEN SPACE

Open space is seen as a combination of public and private throughout the community. Public open space is seen in the recreational center with a pool and spa, turf areas, tot lots, and walking paths located throughout the community. Private open space is seen as the front yard, side yards and rear yards maximized to give the most available space to the residents.

### PUBLIC OPEN SPACE

### SPACE PROVIDED

|                       |            |
|-----------------------|------------|
| REC CENTER AREA ..... | 19,000 SF. |
| PASEO AREA .....      | 13,100 SF. |
| PARK #1 .....         | 6,100 SF.  |
| PARK #2 .....         | 3,300 SF.  |
| PARK #3 .....         | 13,700 SF. |
| PARK #4 .....         | 10,200 SF. |

**TOTAL = 65,400 SF. MINIMUM**

### PRIVATE OPEN SPACE

### SPACE PROVIDED

|                         |   |
|-------------------------|---|
| TOWN HOUSES.....        | 177 UNITS X 160 SF.= 28,320 SF. MINIMUM |
| MOTOR COURTS .....      | 113 UNITS X 325 SF.= 36,725 SF. MINIMUM |
| DETACHED CLUSTERS ..... | 103 UNITS X 350 SF.= 36,050 SF. MINIMUM |

**TOTAL = 101,095 SF. MINIMUM**

## PARKING

Parking is proposed as a combination of street parking located at the north and south ends of the project and full driveways for the motor court units.

### DETACHED CLUSTER PARKING REQUIREMENT – 103 TOTAL UNITS

#### RESIDENCE PARKING

##### REQUIRED

2 PER UNIT = 206

##### PROVIDED GARAGE

2 PER UNIT = 206

#### GUEST PARKING

##### REQUIRED

1/2 PER UNIT = 52

##### PROVIDED

TOTAL = 53

### MOTOR COURT PARKING REQUIREMENT – 113 TOTAL UNITS

#### RESIDENCE PARKING

##### REQUIRED

2 PER UNIT = 226

##### PROVIDED GARAGE

2 PER UNIT = 226

#### GUEST PARKING

##### REQUIRED

1/2 PER UNIT = 57

##### PROVIDED

TOTAL = 113 IN OPEN DRIVEWAY

### TOWNHOUSE PARKING REQUIREMENT – 177 TOTAL UNITS

#### RESIDENCE PARKING

##### REQUIRED

2 PER UNIT = 354

##### PROVIDED GARAGE

2 PER UNIT = 354

#### GUEST PARKING

##### REQUIRED

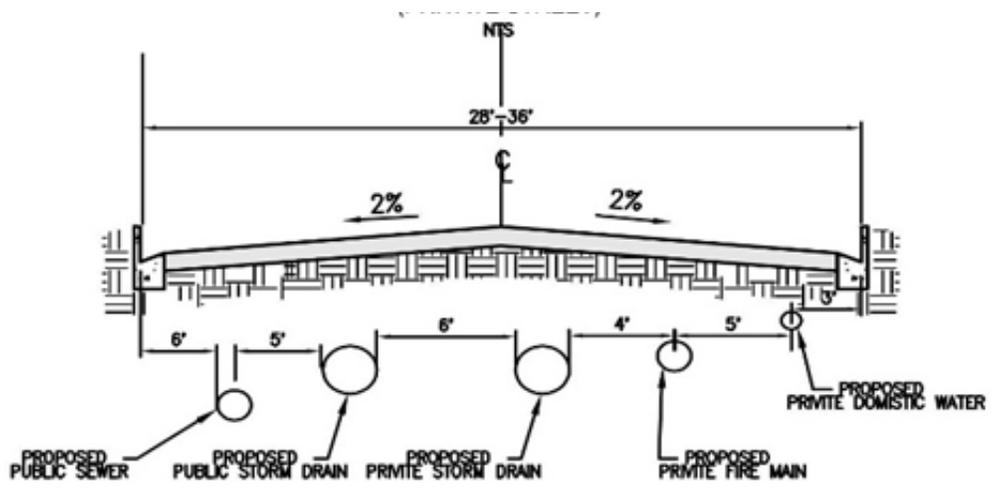
1/3 PER 3 UNITS = 59

##### PROVIDED

TOTAL = 60

# CIRCULATION

Project access will be taken from Walnut St to the south and Knox Ave to the north through a community gate located on either side of the community. The gates leads into back bone private streets allowing for access into the alley ways or courtyards of each residence.



NOTE: WHEN PUBLIC UTILITIES ARE PRESENT  
THE ROAD BED NEEDS TO BE 36" CURB FACE TO CURB FACE.

**LOOP ROAD**  
(PRIVATE STREET)  
N.T.S.

# ARCHITECTURE

The community of Fontana Walnut offers a variety of architecture and elevation styles. The home types include Townhomes, Cluster Homes, and Motor court Homes and the amenity includes a Recreational Building. The elevation styles will be Spanish, Cottage, and Farmhouse.

The Townhome buildings are located at the northerly edge of the site. Pedestrian access is either along the street or paseos. The buildings range from 5 plex's to 7 plex's. There are planned to be 177 Townhomes. Each home is 2 stories and has a 2-car garage which is accessed from the alley. The plan square footages of the townhomes range from 1,393 to 1,855 SF and 2 to 4 bedrooms. Each Townhome Building is articulated in a Spanish Style and there are 2 color schemes used throughout the community.



The Cluster Homes are primarily located in the center of the site and orient to either the street or the common paseo. There are planned to be 103 Cluster Homes. The typical cluster module is composed of 8 single family detached homes which are 2 stories. Each home has a 2-car garage which is accessed from the alley. The floor plan square footages range from 1,690 to 1,936 SF and 3 to 4 bedrooms. The cluster homes are articulated in a Spanish, Cottage, and Farmhouse Styles and there are 3 color schemes for each of those styles.



© 2025 Kevin L. Crook Architect, Inc. Refer to landscape drawings for wall, tree, and shrub locations

## C - FARMHOUSE

The Motor Court Homes wrap the east, south, and west edges of the site. The typical motor court module is composed of 8 single family detached homes. There are planned to be 113 Motor Court Homes. Each of the homes is 2 stories and has a 2-car garage which is accessed from the alley. The floor plan square footages range from 1,688 to 1,960 SF and 3 to 4 bedrooms. The Motor Court Homes are articulated in a Spanish, Cottage, and Farmhouse Styles which includes 3 color schemes for each of those styles.



© 2025 Kevin L. Crook Architect, Inc.

Refer to landscape drawings for wall, tree, and shrub locations

## B - COTTAGE

The Recreational Building is located at the heart of the site adjacent to the pool area. Programmatic elements include an entry breezeway, kitchen, gathering space, men's and women's restrooms and a storage area. The Recreation building is articulated in a timeless Spanish style.



© 2024 Kevin L. Crook Architect, Inc.

Refer to landscape drawings for wall, tree, and shrub locations



REAR

# LANDSCAPE

The proposed development is designed to foster an inviting and engaging outdoor environment, seamlessly integrating recreation, leisure, and community gathering spaces. At the heart of the community, a thoughtfully designed recreation building serves as a central hub, featuring a resort-style pool, spa, private cabanas, firepits, and outdoor dining areas equipped with BBQ grills and lounge seating, creating an ideal setting for relaxation and social interaction.

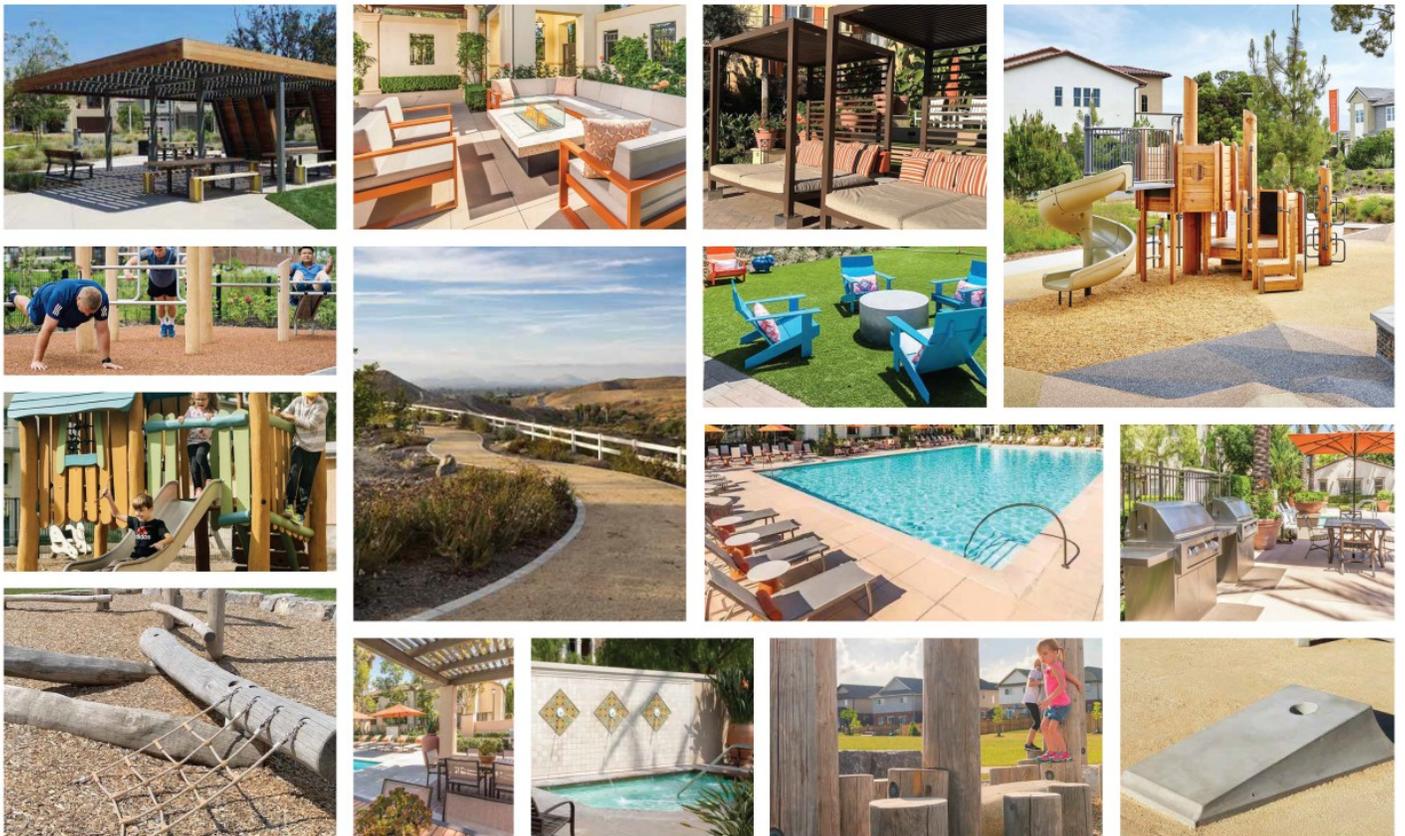
Beyond the recreation center, a diverse range of open space areas enhances the community's outdoor experience. These include tot lots and picnic areas tailored for families, casual seating and dining spaces, and a network of trails with integrated exercise equipment to encourage outdoor fitness. Open lawn areas provide versatile spaces for pets, recreational activities, and friendly gatherings, accommodating games such as cornhole, bocce ball, and informal soccer or football matches.

The landscape design and site furnishings reflect a modern Spanish aesthetic, harmonizing with the architectural character of the development. Carefully selected plant species and high-quality materials contribute to a cohesive and timeless design, reinforcing a strong sense of place and community identity. Through this comprehensive approach, the development offers a dynamic and welcoming outdoor experience, promoting active lifestyles and social engagement for residents and visitors alike.



## AMENITIES

This will be a Planned Unit Development with numerous amenities spread throughout the community that will be open to all the residents. The community entrance on the north will open up to the recreational building that has spaces for community gatherings, celebration, BBQs, swimming and lounging. Adjacent to this are large open green spaces that allow for flexible use for cornhole, bocce ball and more. Furthermore there are two tot lots located within the community and seating and BBQs adjacent. On the southern end of the community is a larger green open space with minimum dimensions of 50' by 100'. Through the back bone of the community is a green paseo with decomposed granite trail with scattered exercise equipment to connect the two main amenities. Community is designed to be walkable with these amenities as well as the extensive sidewalks that run through it.



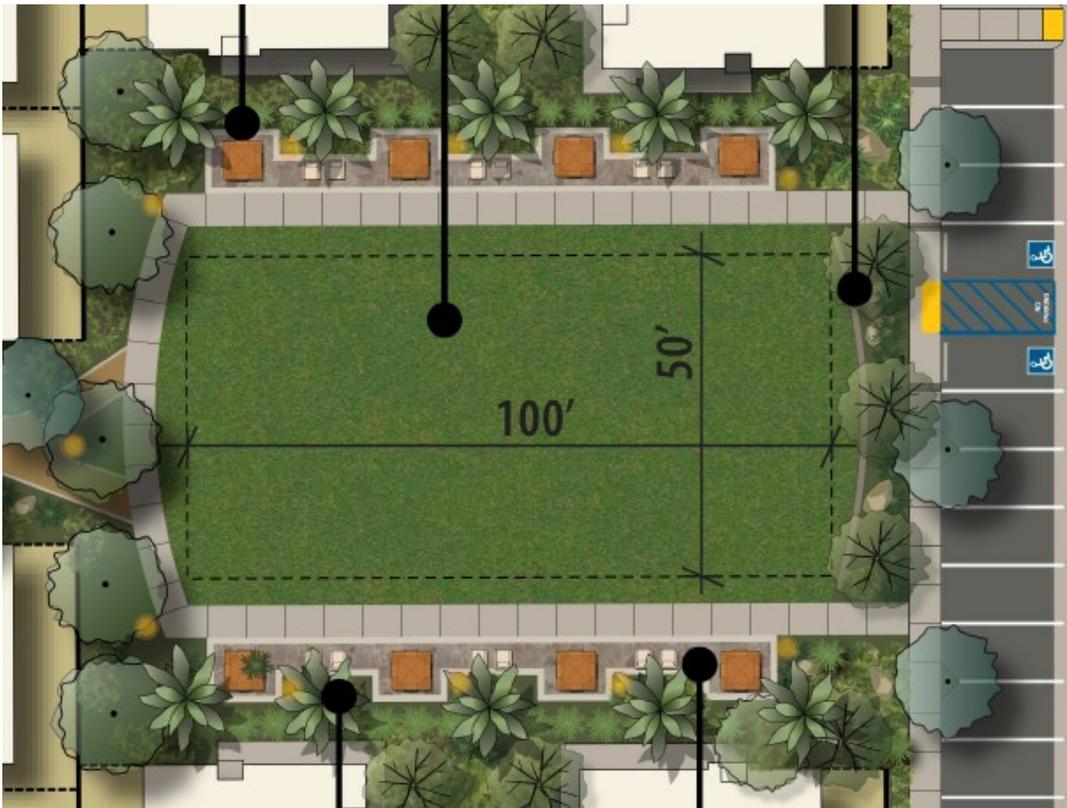
Sample illustrations of the amenities

## AMENITIES

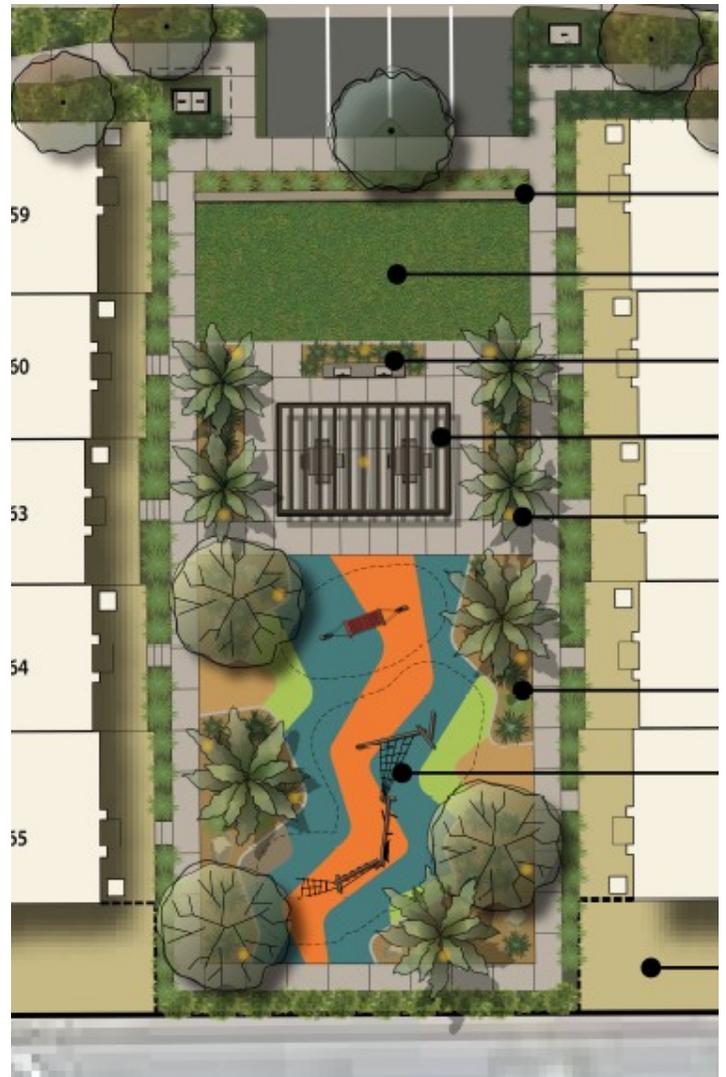
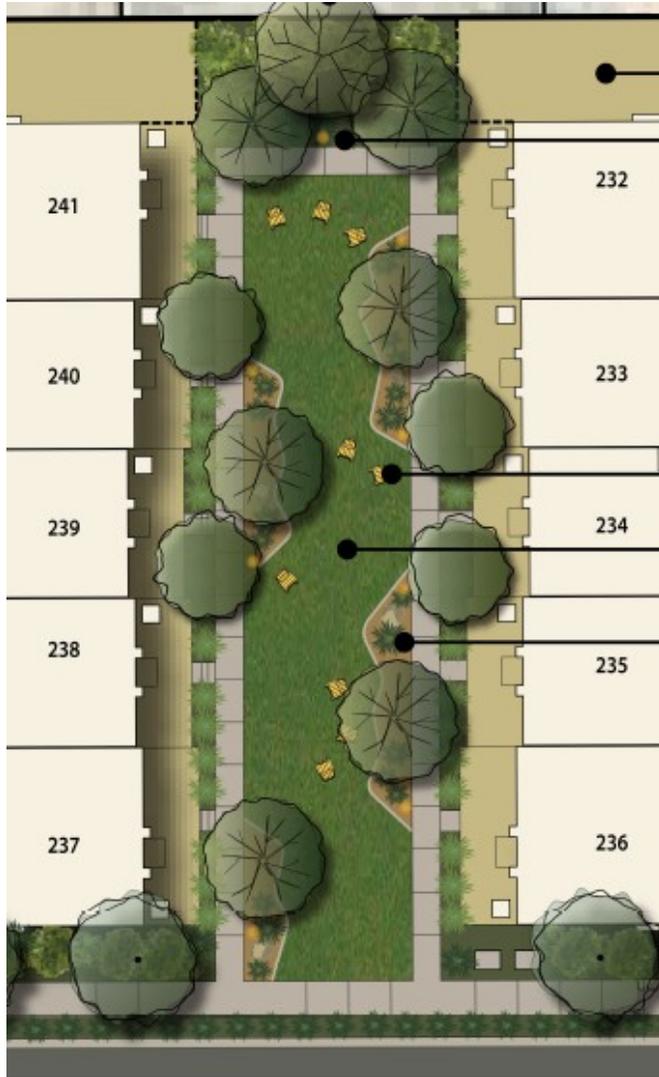


Above: Recreational building with fire pit, lounge seating, pool and spa.

Below: Large Open green space for multiple activities and sports.



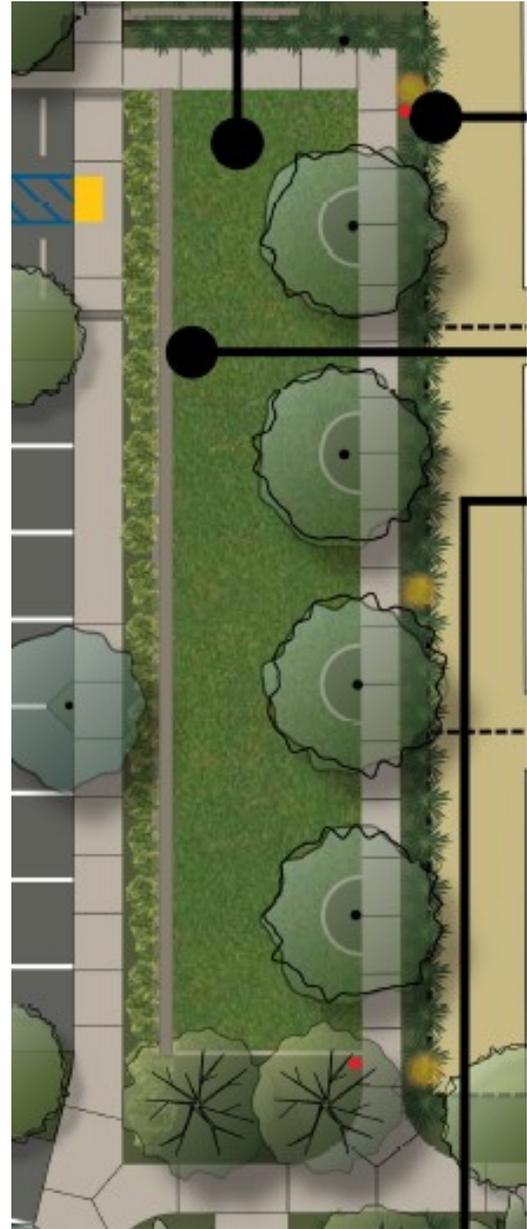
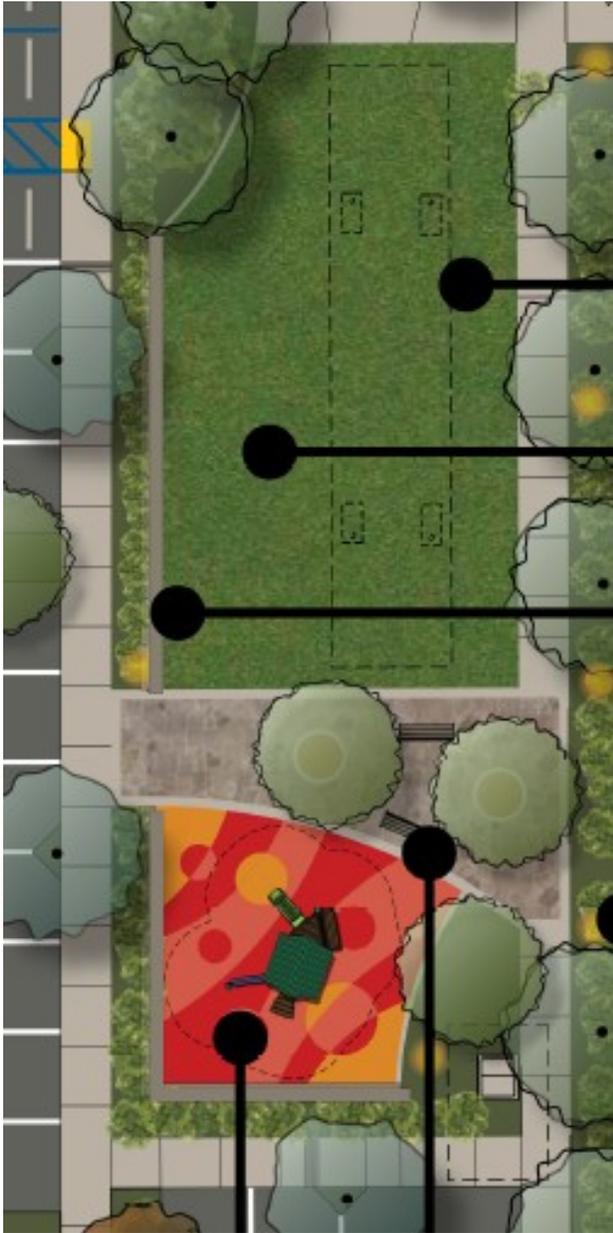
## AMENITIES



Left: Passive Park with lawn seating and open space.

Right: Tot lot with a covered picnic area, BBQ's and grass.

## AMENITIES



Left: Tot lot with seating and a large open green space for games like corn hole or Bocce Ball.

Right: Open green space with dog waste station and a low wall.

# CONCEPTUAL MONUMENTATION



Walnut Avenue



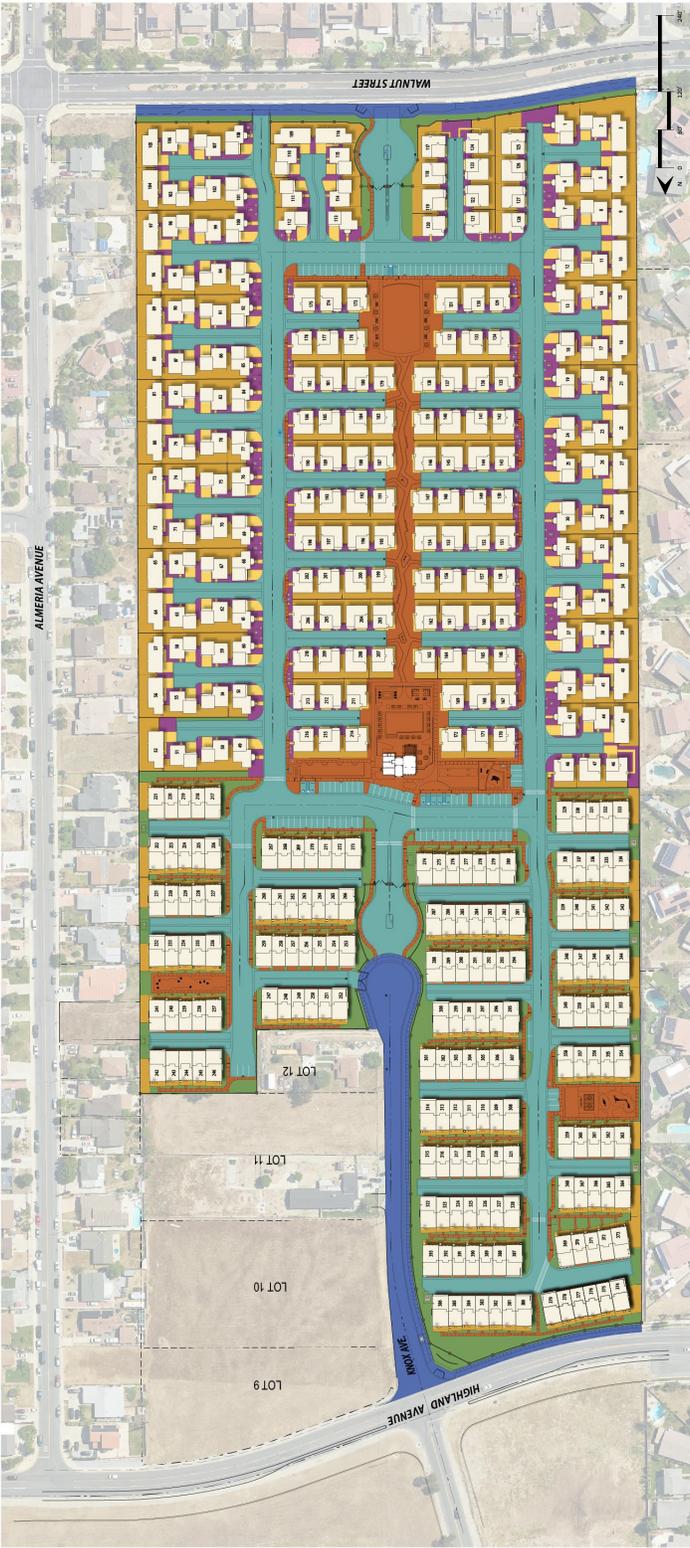
South Highland Avenue

# WALL AND FENCE PLAN

Project will have 6' high block CMU walls on the perimeter and incorporate vinyl fencing in the interior to separate units.



# MAINTENANCE PLAN



**MAINTENANCE RESPONSIBILITY**

|  |  |
|--|--|
| <span style="color: blue;">█</span>      | CITY OF FONTANA                          |
| <span style="color: teal;">█</span>      | HOA - STREETS                            |
| <span style="color: orange;">█</span>    | HOA - COMMON AREAS, WALKWAYS & DRIVEWAYS |
| <span style="color: green;">█</span>     | HOA - LANDSCAPE                          |
| <span style="color: yellow;">█</span>    | HOMEOWNER - PATIOS & FENCED YARDS        |
| <span style="color: purple;">█</span>    | HOMEOWNER - LANDSCOPE                    |
| <span style="color: lightblue;">█</span> | HOMEOWNER - WALKWAYS & DRIVEWAYS         |

**RESOLUTION NO. PC 2025-\_\_\_\_**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF FONTANA RECOMMENDING THAT THE CITY COUNCIL ADOPT AN INITIAL STUDY/MITIGATED NEGATIVE DECLARATION, A MITIGATION MONITORING AND REPORTING PROGRAM, ADOPT A RESOLUTION APPROVING GENERAL PLAN AMENDMENT NO. 24-0004, AN ORDINANCE APPROVING ZONING DISTRICT MAP AMENDMENT NO. 24-0004, AND A RESOLUTION APPROVING TENTATIVE TRACT MAP NO. 24-0009 (TTM NO. 20712), CONDITIONAL USE PERMIT NO 24-0023, AND DESIGN REVIEW NO. 24-0031 FOR THE CONSTRUCTION OF A 393 MULTI-FAMILY UNIT DEVELOPMENT, WITH ON-SITE AND OFF-SITE IMPROVEMENTS ON A SITE OF APPROXIMATELY 31.0 GROSS ACRES LOCATED NORTH OF WALNUT AVENUE, WEST OF ALMERIA AVENUE, SOUTH OF SOUTH HIGHLAND AVENUE, AND AT THE TERMINUS OF KNOX AVENUE (APNS 0228-051-01, -14, -15, -16, -17, -19, -20 and -21; 0228-052-01, -25, -26, -27; AND 0228-061-02 THROUGH -14, -16, -17, -18, -20 THROUGH -25 AND 0228-311-05).**

**WHEREAS**, Assessor Parcel Numbers (“APNs”) 0228-051-01, -14, -15, -16, -17, -19, -20, and -21; 0228-052-01, -25, -26, and -27, 0228-061-02 through -14, -16, -17, -18, -20 through -25, and 0228-311-05 were annexed from San Bernardino County into the City of Fontana on October 8, 1981, encompassing a site comprised of approximately 31 gross acres (hereinafter referred to as the “Project Site”); and

**WHEREAS**, on September 11, 2024, the City of Fontana (“City”) received an application from Diversified Pacific Communities (“Applicant”) for a General Plan Amendment (“GPA No. 24-0004”), Zoning District Code Map Amendment (“ZCA No. 24-0004”), Tentative Tract Map (“Tentative Tract Map No. 24-0009 (TTM No. 20712)”), Conditional Use Permit (“CUP No. 24-0023”), and Design Review (“DRP No. 24-0031”). The Applicant has proposed to change the General Plan land use designation for the Project Site from Multi-Family Medium/High (R-MFMH) to Multi-Family Residential (R-MF), modify the Zoning District Map from Multiple-Family Medium/High (R-4) to Multiple-family residential (R-3), subdivide multiple parcels to establish a condominium map for the Project Site, establish a Planned Unit Development (PUD) within an R-3 zone, and undergo architectural and site design review for the development of 393 multi-family residential units (hereinafter referred to as the “Project”); and

**WHEREAS**, Tentative Tract Map No. 24-0009 (TTM No. 20712) includes the abandonment of a portion of Knox Avenue; and

**WHEREAS**, California Government Code Section 65402 provides that no street shall be vacated or abandoned unless the location, purpose, and extent of such street vacation or abandonment have been submitted to and reported upon by the city’s

planning agency as to conformity with the adopted general plan; and

**WHEREAS**, pursuant to the California Environmental Quality Act (Public Resources Code §21000 et seq.) and the State CEQA Guidelines (California Code of Regulations, Title 14, §15000 et seq.) (“CEQA”), a Mitigated Negative Declaration (“MND”) analyzing all potential impacts of the Project was prepared for the City’s consideration as lead agency under State CEQA Guidelines section 15063; and

**WHEREAS**, the MND indicated that all potential environmental impacts from the project would be less than significant with the incorporation of the identified mitigation measures in the Mitigation Monitoring and Reporting Program (“MMRP”); and

**WHEREAS**, the Draft MND was prepared in accordance with CEQA and circulated for public review and comment between October 17, 2025 to November 18, 2025 by: (1) filing a Notice of Intent to Adopt a Mitigated Negative Declaration (“NOI”) with the State Clearinghouse; (2) filing a NOI with the San Bernardino County Clerk; (3) placing a NOI in the Sun, a newspaper of general circulation; (4) mailing a NOI to various interested persons, agencies and tribes; and (5) posting a NOI on the City’s website; and

**WHEREAS**, copies of the Draft MND were available during the public review period at City Hall and on the City’s website; and

**WHEREAS**, the proposed abandonment of a portion of Knox Avenue is necessary to implement the design and land division contemplated by the Project, thereby supporting the creation of new housing units that align with City’s goals; and

**WHEREAS**, Chapter 5 of the City’s General Plan establishes a vision that the City’s housing stock meet the needs of families and individuals at every stage of life and all income levels through the promotion of various housing types; and

**WHEREAS**, pursuant to Public Resources Code section 21081.6 and State CEQA Guidelines section 15074(d), the MMRP has been prepared and includes mitigation measures for biological resources and cultural resources; and

**WHEREAS**, the Conditions of Approval are attached hereto as **Exhibit “A”** for Tentative Tract Map No. 24-0009 (TTM No. 20712), and **Exhibit “B”** for CUP No. 24-0023 and DRP No. 24-0031; and

**WHEREAS**, on October 18, 2025, a notice of the public hearing was published in The Sun newspaper and simultaneously displayed at City Hall and at the Project Site; and

**WHEREAS**, the owners of property within 660 feet of the Project Site were notified via public hearing notice mailer prior to the public hearing; and

**WHEREAS**, on November 18, 2025, a duly noticed public hearing on the Project, was before the Fontana Planning Commission (“Planning Commission”) to consider

testimony and evidence presented by the Applicant, City staff, and other interested parties; and

**WHEREAS**, the Planning Commission received public testimony and evidence presented by the Applicant, City staff, and other interested parties, at the public hearing on the Project; and

**WHEREAS**, all of the notices required by statute and the Fontana Municipal Code (“FMC”) have been given as required; and

**WHEREAS**, the City wishes to protect and preserve the quality of life throughout the City, through effective land use and planning; and

**WHEREAS**, all other legal prerequisites to the adoption of this Resolution have occurred.

**NOW, THEREFORE**, the Planning Commission RESOLVES as follows:

**Section 1.** Recitals. The above recitals are true, correct and incorporated herein by reference.

**Section 2.** CEQA. The Planning Commission has reviewed and considered the Initial Study (“IS”), MND, and MMRP, any oral or written comments received, and the administrative record prior to making any decision on the proposed project. The Planning Commission recommends that the City Council find that the IS/MND and MMRP contain a complete and accurate reporting of all the environmental impacts associated with the project. The Planning Commission further recommends that the City Council find that the MND and MMRP have been completed in compliance with the State CEQA Guidelines and Section 6.21 of the City of Fontana’s 2019 Local Guidelines for Implementing CEQA.

a. The Planning Commission has reviewed and considered the information contained in the Final MND and the administrative record, including all written and oral evidence presented to it, and recommends that the City Council find, based on its independent review and analysis: (i) that the Final MND was prepared in compliance with CEQA; and (ii) that, based on the imposition of mitigation measures, there is no substantial evidence in the administrative record supporting a fair argument that the Project may have a significant effect on the environment. The Planning Commission further recommends that the City Council find that the Final MND contains a complete, objective, and accurate reporting of the environmental impacts associated with the project and reflects the independent judgment and analysis of the city. As well the Commission recommends that the City Council find that no new significant environmental impacts have been identified in the Final MND and any changes to the Final MND in response to comments or otherwise do not constitute substantial revisions requiring recirculation under State CEQA Guidelines section 15073.5.

b. The Planning Commission has also reviewed and considered the MMRP for the project that has been prepared pursuant to the requirements of Public

Resources Code Section 21081.6 and recommends that the City Council find that such MMRP is designed to ensure compliance with the mitigation measures during project implementation.

c. **Adoption of MND.** Pursuant to Public Resources Code section 21080, subdivision (c)(2), the Planning Commission recommends that the City Council adopt the Final IS/MND prepared for the project.

d. **Approval of MMRP.** Pursuant to Public Resources Code section 21081.6, the Planning Commission recommends that the City Council approve the MMRP, which was prepared for the project and make it a condition of project approval and is attached hereto.

e. **Notice of Determination.** The Planning Commission recommends that the City Council direct staff to file a Notice of Determination with the San Bernardino County Clerk and the Office of Planning and Research within five (5) working days of approval of the project.

**Section 3. General Plan Amendment Findings.** The Planning Commission hereby makes the following findings for GPA No. 24-0004 in accordance with Section 30-31 “Purpose” of the Fontana Zoning and Development Code:

**Finding:** **The purpose and intent is to keep an updated General Plan to reflect the current desires and needs of the citizens for the long-term growth of the City.**

**Findings of Fact:** The General Plan Land Use Designation for the Project Site will be amended from Multi-Family Medium/High (R-MFMH) to Multi-Family Residential (R-MF) to accommodate the development of 393 multi-family residential units. The Project will help address the growing demand for residential housing within the City.

This proposed General Plan amendment is consistent with the goals and policies of the Housing Element in the General Plan. Specifically, the Project supports the following Housing Element goals and policies:

- Provide adequate housing to meet the needs of all residents in the City.
- Provide a high standard of quality in existing affordable housing.
- Establishing a range of rental and for sale housing opportunities in the City.”
- Promoting the development and access to housing affordable to all income levels in the City.”

**Section 4. Zoning District Map Amendment Findings.** The Planning Commission hereby makes the following findings for ZCA No. 24-0004 in accordance with Section 30-40 “Purpose” of the Fontana Zoning and Development Code:

**Finding:**                    **The Zoning and Development Code may be amended by changing the development standards or zoning designation map boundaries of any zone whenever such an amendment is deemed necessary to protect or promote the public's health, safety or general welfare or when modification is viewed as appropriate in the context of generally accepted planning principles, surrounding land uses, and the General Plan.**

**Findings of Fact:**        A Zoning District Map amendment will rezone the Project from Multi-Family Medium High Residential (R-4) to Multi-Family Residential (R-3) to accommodate the development of 393 multi-family residential units. This Project will feature attractive development with quality modern architecture and landscaping. This type of development is consistent with generally accepted planning principles, surrounding land uses and the General Plan because it enhances the area's visual character through an attractive street scene and high-quality landscaping.

**Section 5. Tentative Tract Map Findings.** The Planning Commission hereby makes the following findings for Tentative Tract Map No. 24-0009 (TTM No. 20712) pursuant to Section 30-293 of the Fontana Zoning and Development code, and in accordance with Section No. 26-55(e) "Processing of application," of the Fontana Municipal Code:

**Finding No. 1:**            **That the proposed map is consistent with the city's general plan and any applicable specific plan.**

**Findings of Fact:**        Tentative Tract Map No. 24-0009 (TTM No. 20712) is consistent with the General Plan Land Use designation for the Project Site, which will change from R-MFMH to R-MF. The tentative tract map consolidate thirty-four (34) existing parcels into a condominium map to facilitate the construction of a 393 multi-family unit residential development, which is permitted under the land use designation change. The Project Site is not within a specific plan. Additionally, as part of the tentative tract map, a portion of Knox Avenue will be abandoned. The purpose of this abandonment is to facilitate the efficient development of the property directly supporting the creation of new housing units. This aligns with the vision set forth in the City's General Plan Chapter 5 (Housing), which seeks a housing stock that meets the needs of families and individuals at every stage of life and all income levels through the promotion of various housing types. In accordance to Government Code Section 65402, staff finds that the proposed abandonment is conformity with the General Plan.

**Finding No. 2: That the design or improvements of the proposed subdivision are consistent with the general plan and any applicable specific plan.**

Findings of Fact: The site design for Tentative Tract Map No. 24-0009 (TTM No. 20712) is consistent with the General Plan. The lot size and street configuration conform to the Land Use, Zoning, and Urban Design and Community Mobility and Circulation Elements of the General Plan. The Project includes all on-site and off-site improvements to meet the goals and objectives of the General Plan; as well as all applicable R-3 zoning requirements. Improvements include public sewer, public storm drain, streets, gutters, sidewalks, drainage, and grading to provide a safe and well-designed Development. The Project Site is not within a specific plan.

**Finding No. 3: The site is physically suitable for the type and density of development proposed.**

Findings of Fact: The Project Site consists of approximately 31.0 gross acres, which is adequate in size to accommodate the development. The Project site is vacant and relatively flat. The existing topography is conducive for the Project and development of the site did not require setback variances. Additionally, the Project will have access to two different public streets that will support the type and density proposed.

**Finding No. 4: The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.**

Findings of Fact: The design of Tentative Tract Map No. 24-0009 (TTM No. 20712) is not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat. The area surrounding the Project Site has been developed with residential uses.

An IS, MND, and MMRP was prepared for this Project pursuant to CEQA and the 2019 Local Guidelines for Implementing CEQA. Based on the information contained in the IS, the Project would not have a significant effect on the environment with implementation of the MND, and MMRP. The use is consistent with the Land Use Designation and the Zoning and Development Code. The design of the condominium map will not cause substantial environmental damage or will not substantially and avoidably injure fish or wildlife or their habitat.

**Finding No. 5: The design of the subdivision or type of improvements will not cause serious public health problems.**

Findings of Fact: The design of Tentative Tract Map No. 24-0009 (TTM No. 20712) will not cause public health problems. The development will comply with the Zoning and Development Code and General Plan. Improvements include connection to the public sewer and public storm drain systems, modifications to the existing sidewalks, and drainage and grading improvements to ensure a safe and well-designed Project. These enhancements will promote the public health, safety, and welfare of the surrounding community and are designed so that the Project will not create conditions that could cause serious public health problems.

**Finding No. 6: That the design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision. The planning commission may approve a map if it finds that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to easements previously acquired by the public.**

Findings of Fact: The design of Tentative Tract Map No. 24-0009 (TPM No. 20712) and public improvements will not conflict with access easements acquired by the public. Access to and from the Project Site would be provided from driveways on Highland Avenue and Walnut Street.

**Section 6.** Conditional Use Permit Findings. The Planning Commission hereby makes the following findings for the CUP No. 24-0031 in accordance with Section 30-150 “Finding for Approval” of the Fontana Zoning and Development Code:

**Finding No. 1: The proposed use is allowed within the applicable zoning district and complies with all other applicable provisions of the Zoning and Development Code, Municipal Code, general plan, any applicable specific plan, or area plan, and City regulations/standards.**

Findings of Fact: The Applicant proposes to change the land use designation and zoning for the Project Site to Multi-Family Residential (R-MF) and to Multi-Family Residential (R-3), respectively, to ensure consistency with the proposed development and the establishment of a new PUD which is permitted within then R-3 zone subject to a conditional use permit.

The Project supports Goal 7 of Chapter 16 “Stewardship and Implementation,” of the General Plan, which encourages a diversified housing stock that serves Fontana residents across the range of incomes, household types, and age groups. In alignment

with this goals the Project will provide three distinct housing types to offer a variety of housing options to Fontana residents.

The Project will comply with all the applicable building, zoning, and fire codes as well as other relevant standards. The Project is not within a specific plan.

**Finding No. 2. The site is physically suited for the type, density and intensity of the proposed use including access, utilities, and the absence of physical constraints and can be conditioned to meet all related performance criteria and development standards.**

Findings of Fact: The site is proposed to be built pursuant to all applicable building and fire codes standards, access, and in addition to the conditions of approval as referenced herein. The project will underground the required utilities, stormdrains, sewer, curb, gutter, and sidewalk. Therefore, the Project Site is physically suited for the type, density and intensity for the proposed Planned Unit Development. The Project will meet all the PUD development standards.

There will be no adverse effect on the neighboring sites or their permitted uses. The density is consistent with the Zoning and Development Code. The Project is compatible with the surrounding area.

**Finding No. 3. Granting the permit would not be detrimental to the public interest, health, safety, convenience, welfare, or materially injurious to persons, property, or improvements in the vicinity in which the project is located.**

Findings of Fact: The development will be built in compliance with all applicable building and fire codes standards, access, and in accordance with the Conditions of Approval attached hereto as Exhibit A and B and referenced herein. The project will provide residence an opportunity for a unique and modern living environment. The development is also consistent with the vision of the General Plan and therefore, shall promote the public health, safety and welfare of the surrounding community.

The Project will include a new sidewalk along South Highland Avenue, enhancing the safe walking routes in the area and promoting public health and safety.

The Project Site is currently vacant, and the new development will bring an aesthetically pleasing gated community that enhances the surrounding area. The ornamental landscape and new lighting will improve the overall area

**Section 7. Planned Unit Development Findings.** The Planning Commission hereby makes the following findings for a Planning Unit Development (CUP No. 24-0031) in accordance with Section 30-331 “Finding for Approval” for planned unit development of the Fontana Zoning and Development Code:

**Finding No. 1: The proposed project conforms to the General Plan and is consistent with the purposes and requirements of this division.**

Findings of Fact: The Applicant proposes to amend the General Plan land use designation for the Project Site from Multi-Family Medium/High (R-MFMH) to Multi-Family Residential (R-MF) to Multi-Family Residential (R-MF), respectively, to ensure consistency with the proposed development and the establishment of a new PUD, which is permitted within the R-MF zone subject to a conditional use permit.

The applicant is proposing a Conditional Use Permit application for the purpose of establishing a Planned Unit Development (PUD). The purpose of a PUD is to encourage creative and desirable livable communities that incorporate modern site plan techniques and building grouping and arrangements that would not necessarily be permitted with the strict application of the current Zoning and Development Code. The proposed development is consistent with the vision of the General Plan to develop a unique and desirable living environment for future residents.

The Project supports Goal 7 of Chapter 16 “Stewardship and Implementation,” of the General Plan, which encourages a diversified housing stock that serves Fontana residents across the range of incomes, household types, and age groups. In alignment with this goal, the Project will provide three distinct housing types to offer a variety of housing options to Fontana residents.

**Finding No. 2. The uses within the project are compatible.**

Findings of Fact: The proposal has been designed to enhance and compliment the community with a multitude of amenities and to also be compatible with the surrounding neighborhood.

The Project is to create a PUD for the proposed 393-unit multi-family development within an R-3 zone which is allowed with a conditional use permit. The density proposed as part of this Project is consistent with the Zoning and Development Code. Additionally, there are several single-family residential developments directly adjacent to the Project, which will be compatible with the proposed development.

**Finding No. 3. New buildings or structures related to the project are compatible with the scale, mass, bulk, and orientation of buildings and structures in the surrounding vicinity.**

Findings of Fact: The project meets the criteria contained in the design review section of the Fontana Zoning and Development Code. The buildings for the 393-unit multi-family development are compatible in scale, mass, bulk, and orientation with the structures in the surrounding vicinity. The adjacent properties are developed with single-family residences. The Project two-story multi-family buildings are compatible with the scale, mass, bulk and orientation of the surrounding developments. The Project as described, will have a high quality architecture and will be a nice addition to the neighborhood.

**Finding No. 4. The project is consistent with any adopted design guidelines applicable to the project area.**

Findings of Fact: The Project is a 393 multi-family unit development located on 31.0 gross acres. The amendments to the General Plan and Zoning Amendment will facilitate the development of the Project. The PUD will comply with the development regulations set forth in Section 30-326 of the Zoning and Development Code. The Project will also comply with all applicable building, zoning, and fire codes, as well as all other relevant standards.

**Finding No. 5. The overall project reflects high level development and design quality that will enhance and benefit the city as a whole.**

Findings of Fact: The Project will be a gated community consisting of 393-units. The Project will feature three distinct types of housing with a variety of color and architectural styles that include Spanish, Cottage, and Farmhouse. The Project will also include a 1,659 square foot recreational building that will serve as the pool amenity area. There will be amenity spaces throughout the site, as well as an ornamental paseo for residents to enjoy. The Project has been designed to reflect high level development and design quality by providing choices for architectural styles and homes that reflect quality development.

**Finding No. 6. The proposed project will be served by adequate water, sewer, public utilities and services, and will have adequate vehicular and pedestrian access to ensure that it will not be detrimental to the public health, safety, or welfare.**

Findings of Fact: The Project Site has adequate utilities and services available to meet the needs of the proposed development. Ingress and egress into the gated Project Site will have two access points: Knox

Avenue from South Highland Avenue and Walnut Street. The Project has been reviewed by the Planning Department, Engineering Department, Building and Safety Department and County Fire Prevention for site circulation, access, and safety. Based on the review from the various departments, the project will meet all the applicable building, fire, and planning codes. The Project has been designed to be compatible with the surrounding uses while also providing a development that has been designed with architectural features to enhance the character of the surrounding neighborhood. The Project will not be detrimental to the public health, safety, and welfare.

**Section 8.** Design Review Findings. The Planning Commission hereby makes the following findings for a DRP No. 24-0031 in accordance with Section 30-120 “Findings for approval” of the Fontana Zoning and Development Code:

**Finding No. 1:       The proposal is consistent with the General Plan, Zoning and Development Code and any applicable Specific Plan.**

Findings of Fact:    The proposal is to amend the land use designation of the General Plan for the Project Site from Multi-Family Medium/High Residential (R-MFMH) to Multi-Family Residential and change the zoning from Multi-Family Medium High Residential (R-4) to Multi-Family Residential (R-3) to allow for the construction of the multi-family residential development. With the General Plan Amendment, the project is consistent with the General Plan Land Use designation for the project site. Based on the GPA and ZCA the project will comply with the City of Fontana’s General Plan and Zoning and Development Code. The site is compatible with the surrounding residential land uses to be developed in the future. The residential development provides for a consistent blend of well-designed residential development in the immediate vicinity because it provides consistency with the residential uses’ south, east, and west of the project site.

**Finding No. 2:       This proposal meets or exceeds the criteria contained in Chapter 30 and will result in an appropriate, safe and desirable development promoting the public health, safety, and welfare of the community.**

Findings of Fact:    The Project will result in the construction of 393 multi-family residential units (condominium), with three distinct types of homes to choose from: Cluster units (103 detached), Townhome units (177 attached), and Motor Court units (113 detached). The site design for the multi-family residential development have been designed with two gated entries. Access to and from the Project Site will be provided from driveways on Knox Avenue off of South Highland Avenue, and Walnut Street. There is an existing public sidewalk along Walnut Avenue that will remain as is, however, the

development will include a new public sidewalk along South Highland and on the west side of Knox Avenue. All new improvements such as driveways, streets, sidewalks, drive aisles, and setbacks will comply with all applicable building, zoning, and fire codes and will promote the public health, safety, and welfare of the surrounding community. As described this project meets the criteria contained in the design review section of the Fontana City Code. The project has high quality architectural design, appropriate screening from the public right-of-way and will be an appropriate and desirable development.

**Finding No. 3: The proposal is in its design and appearance is aesthetically and architecturally pleasing resulting in a safe, well-designed facility while enhancing the character of the surrounding neighborhood.**

Findings of Fact: The Project has been designed with the use of brick veneer, a combination of siding and stucco exterior, shutters, decorative lighting, and accent colors that will add structural and visual interest to the building. Additionally, variations to the building's face and roof lines will be architecturally pleasing. Landscaping will be ornamental in nature and features trees, shrubs, and drought-tolerant accent plants in addition to a variety of ground covers. There will be sidewalks and enhanced paseos within the Project Site that will promote safe walkability. The Project will be compatible with the residential developments to the south, east and west of the Project Site and will provide a quality, aesthetically pleasing development for the surrounding neighborhood.

**Finding No. 4: The site improvements are appropriate and will result in a safe, well-designed facility.**

Findings of Fact: The development complies with the Zoning and Development Code standards and General Plan. The improvements include sewer and storm drain systems, site circulation, parking, landscaping, parks, curbs and gutters, lighting, driveways, sidewalks and decorative paving. Currently, the Project Site is vacant and this new development will provide an aesthetically pleasing gated community with new safe routes to walk. The gated community will also have safe walking sidewalks for the future residents to access the entire community. With the use of lighting and ornamental landscape designs, the site will encourage future residents to walk and use the amenities. The Project Site will be gated and will have access off Walnut Avenue and Knox Avenue. The Project will provide a newly paved street for Knox Avenue, and a new sidewalk for South Highland Avenue improving the overall community. The site improvements will result in a safe, and well-designed community.

**Section 9.** Approval. Based on the foregoing, the Planning Commission forwards a recommendation to the City Council as follows:

1. Adopt a resolution adopting the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring Reporting Program and direct staff to file the Notice of Determination.
2. The Planning Commission finds that GPA No. 24-0004 is necessary to protect and promote the public health, safety and general welfare and is appropriate in the context of generally accepted planning principles, surrounding land uses, and the General Plan. Based on this, the Planning Commission recommends that the City Council adopts a resolution approving GPA No. 24-0004.
3. The Planning Commission finds that ZCA No. 24-0004 substantially promotes the Goals of the City's General Plan. Based on this, the Planning Commission recommends that the City Council adopt an ordinance approving ZCA No. 24-0004.
4. Adopt a resolution approving Tentative Tract Map No. 24-0009 (TTM No. 20712) subject to the Conditions of Approval attached hereto as **Exhibit "A."**
5. Adopt a resolution approving CUP No. 24-0023 and DRP No. 24-0031 subject to the Conditions of Approval attached hereto as **Exhibit "B."**

**Section 10.** General Plan Consistency Finding. Based on the foregoing, the Planning Commission formally finds and determines that the location, purpose and extent of the abandonment of a portion of Knox Avenue as depicted in Tentative Tract Map No. 24-0009 (TTM No. 20712), are in full conformity with the goals, policies, and objectives of the City's adopted General Plan.

**Section 11.** Resolution Regarding Custodian of Record. The documents and materials that constitute the record of proceedings on which this Resolution has been based are located at the Planning Department, 8353 Sierra Avenue, Fontana, CA 92335. This information is provided in compliance with Public Resources Code section 21081.6.

**Section 12.** Certification. The Secretary of the Planning Commission shall certify to the adoption of this Resolution.

**Section 13.** Effective Date. This Resolution shall become effective immediately upon its adoption.

**Section 14.** Severability. If any provision of this Resolution or the application of any provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application.

**PASSED, APPROVED, AND ADOPTED** by the Planning Commission of the City of Fontana, California, at a regular meeting held on this 18<sup>th</sup> day of November 2025.

**City of Fontana**

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Idilio Sanchez, Chairperson

**ATTEST:**

I, Joseph Armendarez, Secretary of the Planning Commission of the City of Fontana, California, do hereby certify that the foregoing resolution was duly and regularly adopted by the Planning Commission at a regular meeting thereof, held on this 18<sup>th</sup> day of November 2025, by the following vote, to-wit:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

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Joseph Armendarez, Secretary

**EXHIBIT “A”**



**CITY OF FONTANA  
CONDITIONS OF APPROVAL**

**PROJECT:** Master Case No. (MCN) 24-0060 November 18, 2025  
Tentative Tract Map No. 24-0009 (TTM No. 20712)

**LOCATION:** The project site is located north of Walnut Avenue, west of Almeria Avenue, south of South Highland Avenue, and at the terminus of Knox Avenue

**PLANNING DEPARTMENT:**

1. All Conditions of Approval contained herein shall be incorporated into all applicable final construction plans and a copy of these conditions, signed by the property owner or legal representative, shall be placed on the first sheet of final buildings plans prior to issuance of any building permits.
2. The rights and privileges granted by this project shall not become effective, nor shall the Applicant commence the use for which this project is granted, until both of the following have occurred.
  - A. This project will comply with all applicable provisions, regulations and development standards of the Fontana City Code.
  - B. All of the improvements, construction, alteration and other work set forth in this project have been completed and have been accepted by the City, as evidenced by the City's issuance of a Certificate of Occupancy or other document evidencing the City's final inspection and acceptance of the work; and,
  - C. All other Conditions of Approval imposed by this project have been fulfilled.
3. The project shall comply with all applicable provisions, regulations and development standards of the City of Fontana Municipal Code.
4. The applicant shall defend, indemnify, protect and hold harmless the City of Fontana or its agents, officers, attorneys and employees from any and all actual or alleged claims, actions or proceedings against the City of Fontana or its agents, officers, attorneys or employees to attack, set aside, void, annul or seek monetary damages arising out of any challenge to the applicant's proposed project or to any

approvals of the Planning Commission and/or City Council concerning this project, including but not limited to actions challenging CEQA actions, permits, variances, plot plans, design plans, maps, licenses, and amendments. The City of Fontana shall promptly notify the applicant of any claim, action, or proceeding and the City of Fontana shall cooperate in the defense.

5. In the event of any such third party action or proceeding, the City shall have the right to retain legal counsel. The applicant shall be responsible and reimburse the City for such legal fees and costs, in their entirety, including actual attorneys' fees, which may be incurred by the City in defense of such action or proceeding. This indemnification shall also include, but not be limited to, damages, fees and/or costs awarded against the City, if any, and cost of suit, attorneys' fees, and other costs, liabilities and expenses incurred in connection with such claim, action, or proceeding whether incurred by applicant, the City and/or any parties bringing such forth.
6. Except as required under applicable State and Federal law, the City of Fontana and the applicant acknowledge that the City would not have approved this project if the City were to be liable to applicant in damages under or with respect to all or any part of this application or this condition of approval. Accordingly, applicant shall not sue the City for damages or monetary relief for any matter arising from or related to this condition of approval. Applicant's sole and exclusive remedy shall be limited to declaratory/injunctive relief, mandate, and/or specific performance.
7. This Tentative Tract Map shall become null and void two (2) years from the date of approval, unless the appropriate permits have been obtained and construction, defined as permit obtainment, commencement of construction of the primary building on site, and successful completion of the first Building and Safety Division inspection, has commenced within this period.
8. All Conditions of Approval contained herein shall be incorporated into all applicable final construction plans and a copy of these conditions shall be placed on a sheet in the final building and grading plans prior to issuance of any building or grading permits.
9. In the event that one or more of the Conditions of Approval for this project needs to be amended and/or deleted due to health, safety or welfare concerns, the City Manager is authorized to approve or conditionally approve such amendment/deletion, provided that City Manager shall bring such proposed amendment/deletion to the City Council at the next available meeting for City Council ratification, but in no event later than sixty (60) days following the City Manager's decision. The noticing of such City Council meeting for possible ratification shall be pursuant to Section No. 30-30 of the Municipal Code.
10. The developer shall comply with the mitigation measures identified in the CEQA IS/MND (SCH No. 2025100627) identified in the Mitigation Monitoring and Reporting Program (MMRP).

**EXHIBIT “B”**



**CITY OF FONTANA  
CONDITIONS OF APPROVAL**

**PROJECT:** Master Case No. (MCN) 24-0060                      **DATE:** November 18, 2025  
Conditional use Permit (CUP) 24-0023  
Design Review (DRP) No. 24-0031

**LOCATION:** The project site is located north of Walnut Avenue, west of Almeria Avenue, south of South Highland Avenue, and at the terminus of Knox Avenue

**PLANNING DEPARTMENT:**

1. All Conditions of Approval contained herein shall be incorporated into all applicable final construction plans and a copy of these conditions, signed by the property owner or legal representative, shall be placed on the first sheet of final buildings plans prior to issuance of any building permits.
2. The rights and privileges granted by this project shall not become effective, nor shall the Applicant commence the use for which this project is granted, until both of the following have occurred.
  - A. This project will comply with all applicable provisions, regulations and development standards of the Fontana City Code.
  - B. All of the improvements, construction, alteration and other work set forth in this project have been completed and have been accepted by the City, as evidenced by the City's issuance of a Certificate of Occupancy or other document evidencing the City's final inspection and acceptance of the work; and,
  - C. All other Conditions of Approval imposed by this project have been fulfilled.
3. Prior to the construction of any modifications, all structural and aesthetic changes to the project design must be requested and approved in writing by the Director of Planning or his/her designee. Major structural and aesthetic changes exceeding the codified parameters of administrative policy shall be presented to the Planning Commission for approval. Changes made without approval as stated herein, will prevent the occupancy of the residential structure until corrections are approved in writing by all appropriate staff.

4. The project shall comply with all applicable provisions, regulations and development standards of the City of Fontana Municipal Code.
5. The applicant shall defend, indemnify, protect and hold harmless the City of Fontana or its agents, officers, attorneys and employees from any and all actual or alleged claims, actions or proceedings against the City of Fontana or its agents, officers, attorneys or employees to attack, set aside, void, annul or seek monetary damages arising out of any challenge to the applicant's proposed project or to any approvals of the Planning Commission and/or City Council concerning this project, including but not limited to actions challenging CEQA actions, permits, variances, plot plans, design plans, maps, licenses, and amendments. The City of Fontana shall promptly notify the applicant of any claim, action, or proceeding and the City of Fontana shall cooperate in the defense.

In the event of any such third party action or proceeding, the City shall have the right to retain legal counsel. The applicant shall be responsible and reimburse the City for such legal fees and costs, in their entirety, including actual attorneys' fees, which may be incurred by the City in defense of such action or proceeding. This indemnification shall also include, but not be limited to, damages, fees and/or costs awarded against the City, if any, and cost of suit, attorneys' fees, and other costs, liabilities and expenses incurred in connection with such claim, action, or proceeding whether incurred by applicant, the City and/or any parties bringing such forth.

Except as required under applicable State and Federal law, the City of Fontana and the applicant acknowledge that the City would not have approved this project if the City were to be liable to applicant in damages under or with respect to all or any part of this application or this condition of approval. Accordingly, applicant shall not sue the City for damages or monetary relief for any matter arising from or related to this condition of approval. Applicant's sole and exclusive remedy shall be limited to declaratory/injunctive relief, mandate, and/or specific performance.

6. In the event that one or more of the Conditions of Approval for this project needs to be amended and/or deleted due to health, safety or welfare concerns, the City Manager is authorized to approve or conditionally approve such amendment/deletion, provided that City Manager shall bring such proposed amendment/deletion to the City Council at the next available meeting for City Council ratification, but in no event later than sixty (60) days following the City Manager's decision. The noticing of such City Council meeting for possible ratification shall be pursuant to Section No. 30-30 of the Municipal Code.
7. Color combinations and color schemes shall not be modified or changed without prior approval from the original approving body by a revision to the original application. Minor hue color changes may be approved by the Director of Planning. The Director of Planning shall have the authority to refer minor hue color changes to the Planning Commission for consideration under a revision to the original application if deemed necessary. Appeals shall follow provisions of the Municipal Code.

8. The developer shall comply with the mitigation measures identified in the CEQA IS/MND (SCH No. 2025100627) identified in the Mitigation Monitoring and Reporting Program (MMRP).
9. The occupants of this facility shall comply with applicable provisions of local, state and federal laws and regulations with respect to noise, vibration, smoke, odors, fire and explosive hazards, including, but not limited to the City's adopted Hazardous Materials Management Plan and Industrial Wastewater/Discharge requirements.
10. The developer shall provide clustered and/or individual mail box(es) for the delivery of mail to future residents of the development in a convenient location that does not block the line of sight. The mail boxes shall be made of durable material and shall be installed in a manner that is resistant to vandalism and meets the requirements of the Post Office. The developer is responsible for contacting the Post Office for the type and location of the mail boxes within their development. Any replacements of the mail boxes subsequent to the original installation shall be the responsibility of the developer, the property management company, and/or the homeowners association, and the Post Office.
11. Foam treatment used for architecture features and/or projections located on the first floor (under 14 feet) shall be covered with concrete or similar durable material a minimum of ¼ inch thick, or as determined by the Director of Planning.
12. If solar panel systems are installed on the roof of any residential structure, the installation shall be on top or above the approved roof tile. If a solar panel system is flush-mounted to the roof, matching roof tiles shall be replaced immediately upon removal of the solar panels.
13. All new block walls shall be constructed with a decorative block and capped with a prefabricated block cap to match the existing walls on the adjacent properties.
14. Graffiti and unauthorized markings on any wall, sign, or structure must be removed within twenty-four (24) hours.
15. The applicant shall provide up-lighting on the perimeter and up-light proposed trees to the satisfaction of the Director of Planning and his/her designee.
16. A locator map or directory should be posted at the site entrances. The directory should be located on the site so as to be easily and quickly identified and free from visual obstruction. The directory should be illuminated from dusk until dawn. The directory should have vandal resistant glazing to minimize criminal damage and the structure should be weather resistant.
17. Community address numbers and complex numbers should be visible. Building and unit numbers should be posted and visible. Address specifications are meant to ensure identification and location of buildings. Proper posting and maintenance minimizes confusion as to location and expedites public safety response.

18. Design Review No. 24-0031 shall become null and void two (2) years from the original date of approval, unless the appropriate permits have been obtained and construction, defined as permit obtainment, commencement of construction of the primary building on site, and successful completion of the first Building and Safety Division inspection, has commenced within this period.
19. All Conditions of Approval contained herein shall be incorporated into all applicable final construction plans and a copy of these conditions shall be placed on a sheet in the final building or grading plans prior to issuance of any building or grading permits.
20. The Applicant shall post a publicly visible sign on the project site with the telephone number and 24-hour point of contact for dust, noise, and construction complaints. The 24-hour point of contact shall be available 24 hours a day, 7 days a week and have authority to commit additional assets to control dust, or respond to construction complaints after hours, on weekends and on holidays. Construction shall be limited to 7:00am to 6:00pm on weekdays, 8:00am to 5:00pm on Saturdays, and no construction on Sundays and Holidays.
21. Exterior lighting compatible with the design of the building shall be provided for the parking lot. The lighting shall be directed and shielded so as to illuminate only the parking area and to avoid glare impacts on adjacent properties.
22. Adhere to the city light standard of one foot candle minimum of light for all entrances, exits, pedestrian walkways, parking lots and activity areas. Reflect all light fixtures on the site plan. The type of illumination shall be either florescent, metal halide or white L.E.D.'s., and the luminaries shall be vandal resistant. All luminaries shall remain lit from dusk until dawn. Provide a photometric layout under separate exhibit to ensure the minimum light standard is met.
23. Public sidewalks shall be provided for all new developments in accordance with the city's circulation element of the General Plan.
24. All signs shall be reviewed under a separate Design Review Sign application. This includes, but is not limited to, building signs, monument signs, pylon signs, etc.
25. All temporary signs (banners, wind flags, etc.) shall not be placed on the property unless the proper permits are obtained.
26. All built in BBQ's shall be electric with underground electrical lines and shall be installed with safety locks to the satisfaction of the Director of Planning.
27. All parking spaces shall be clearly marked by double striping pavement painting. Parking stall sizes shall be measured from the mid-point between the striping.
28. All roof-mounted equipment and ground mounted equipment shall be screened from view from adjacent properties and streets to the satisfaction of the Director of Planning.

29. All landscaping shall be healthy and maintained in a reasonable manner as determined by the Director of Planning or his/her designee.
30. The existing block wall along the westerly boundary (Page L-5 of the landscape plan, No. 3 on the wall & fence plan legend) shall be at least six feet tall on the project side; any deviations are subject to approval by the Director of Planning. In the event that the wall height is less than six feet on the project side, the applicant/developer/property owner shall make best efforts to coordinate with the adjacent property owner to maintain screening of six feet on the project side.
31. The development shall comply with the Planned Unit Development (PUD) guidelines as part of this project.
32. The applicant/developer/property owner shall employ a certified professional manager or management company to provide maintenance, security, and other services. The professional manager or management company shall be California Association of Community Managers (CACM) certified or equivalent.
33. The construction contractor shall use the following source controls at all times:
- A. Construction shall be limited to 7:00 am to 6:00 pm on weekdays, 8:00 am to 5:00 pm on Saturdays, and no construction on Sundays and Holidays unless it is approved by the building inspector for cases that are considered urgently necessary as defined in Section 18-63(b7) of the Municipal Code.
  - B. For all noise-producing equipment, use types and models that have the lowest horsepower and the lowest noise generating potential practical for their intended use.
  - C. The construction contractor will ensure that all construction equipment, fixed or mobile, is properly operating (tuned-up) and lubricated, and that mufflers are working adequately.
  - D. Have only necessary equipment onsite.
  - E. Use manually-adjustable or ambient-sensitive backup alarms. When working adjacent to residential use(s), the construction contractor will also use the following path controls, except where not physically feasible, when necessary:
    - 1. Install portable noise barriers, including solid structures and noise blankets, between the active noise sources and the nearest noise receivers.
    - 2. Temporarily enclose localized and stationary noise sources.
    - 3. Store and maintain equipment, building materials, and waste materials as far as practical from as many sensitive receivers as practical.
34. Historic Archaeological Resources
- A. Upon discovery of any tribal cultural or archaeological resources, cease construction activities in the immediate vicinity of the find until the find can be assessed. All tribal cultural and archaeological resources unearthed by project construction activities shall be evaluated by the

qualified archaeologist and tribal monitor/consultant. If the resources are Native American in origin, interested Tribes (as a result of correspondence with area Tribes) shall coordinate with the landowner regarding treatment and curation of these resources. Typically, the Tribe will request preservation in place or recovery for educational purposes. Work may continue on other parts of the project while evaluation takes place.

- B. Preservation in place shall be the preferred manner of treatment. If preservation in place is not feasible, treatment may include implementation of archaeological data recovery excavation to remove the resource along the subsequent laboratory processing and analysis. All Tribal Cultural Resources shall be returned to the Tribe. Any historic archaeological material that is not Native American in origin shall be curated at a public, non-profit institution with a research interest in the materials, if such an institution agrees to accept the material. If no institution accepts the archaeological material, they shall be offered to the Tribe or a local school or historical society in the area for educational purposes.
- C. Archaeological and Native American monitoring and excavation during construction projects shall be consistent with current professional standards. All feasible care to avoid any unnecessary disturbance, physical modification, or separation of human remains and associated funerary objects shall be taken. Principal personnel shall meet the Secretary of the Interior standards for archaeology and have a minimum of 10 years' experience as a principal investigator working with Native American archaeological sites in southern California. The Qualified Archaeologist shall ensure that all other personnel are appropriately trained and qualified.

#### PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY

- 35. Prior to the issuance of a Certificate of Occupancy the applicant shall underground all utilities, which for the purpose of this condition shall include all boxes, structures and/or other equipment located in the public rights-of-way, any public utility easement(s), and on any private property, to the satisfaction of the Director of Planning. Existing Southern California Edison (SCE) aboveground utility poles located along the east side of Knox Avenue not along the project frontage, and those along the eastern project boundary that directly service existing single-family homes, shall not be required to be undergrounded.
- 36. Development fees and Planning Department final inspection fee must be paid prior to Certificate of Occupancy.

#### BUILDING & SAFETY DEPARTMENT

- 37. The applicant shall design the project to show compliance with the latest adopted edition of the following codes as applicable:
  - A. California Building Code
  - B. California Residential Code
  - C. California Electrical Code

- D. California Mechanical Code
- E. California Plumbing Code
- F. California Energy Code
- G. California Fire Code
- H. California Green Building Standards Code
- I. City of Fontana Ordinance
- J. Disabled access for the site and building must be in accordance to the State of CA and ADA regulations.

38. The applicant shall install an automatic fire suppression system, which is required in all new construction per FMC Chapter 11 Article II. Design and type of system shall be based upon the requirements of the Building Code, Fire Code and the requirements of the Fontana Fire Prevention District.
39. The applicant shall comply with the requirements of the South Coast Air Quality Management District (909-396-2000). SCAQMD requirements shall be satisfied prior to the issuance of any permit if hazardous materials are stored and/or used.
40. The applicant shall verify that any temporary building, trailer, commercial coach, etc. installed and/or used in connection with a construction project complies with FMC Chapter 5 Article XIV.
41. The applicant shall verify that all perimeter/boundary walls are designed and constructed so that the outer/exterior face of the wall is as close as possible to the lot line. In any case, the outer/exterior face of the wall shall be within two (2) inches of the lot line. Distances greater than two (2) inches may be approved prior to construction by the Building Official on a case by case basis for extenuating circumstances.
42. The applicant shall verify that all lot lines, easement lines, etc. will be located and/or relocated in such a manner as to not cause any existing structure to become non-conforming with the requirements of the latest adopted edition of the Building Code, or any other applicable law, ordinance, or code.
43. The applicant shall have the tract or parcel map recorded prior to the issuance of any building permits.
44. The applicant shall comply with the following grading requirements:
- A. Grading plans shall be submitted to and approved by Building & Safety. The grading plans shall indicate all site improvements and shall indicate complete drainage paths of all drainage water run-offs.
  - B. All drainage water shall drain via approved methods to an approved location, such as a public street, a public drainage system, etc.
  - C. Drainage water shall not cross over a public sidewalk. Drainage water may, however, cross under a sidewalk if an approved drainage structure is used.
  - D. A recorded drainage acceptance agreement is required from adjoining property(s) receiving flows from this property.

- E. No water course or natural drainage shall be obstructed.
- F. Minimum slope or grade for ALL drainage structures shall be one half (0.50) percent for concrete and one (1.0) percent for all other, or as otherwise approved by the Building Official.
- G. Drainage water shall not pass from an 'improved' type of drainage structure to an 'unimproved' type of drainage structure (e.g., concrete swale to a dirt swale) unless otherwise approved by the Building Official.
- H. A complete hydrology study using the latest edition of the San Bernardino County Flood Control Hydrology Manual, and complete hydraulic calculations justifying the size, slope, capacity, etc. of any and all drainage structures being utilized, shall be submitted to and approved by Building & Safety.

The on-site drainage system shall, as a minimum, be designed to handle the run-off generated by a ten (10) year storm. Check for flooding of all on-site structures (buildings) and all adjacent properties during a hundred (100) year storm.

- I. The grading plans shall, as a minimum, contain sections at all lot lines and/or permit boundary lines. These sections shall clearly indicate:
  - A. The relationship between the proposed finished on-site grade elevations and the existing adjacent property grade elevations (Indicate any additional drainage water that may come from an adjacent property.); and
  - B. The ground cover/finished surface material being proposed (e.g., type of pavement, plant material, etc.); and
  - C. All proposed drainage structures; and
  - D. Any proposed and/or required walls or fencing.

45. In addition to approval from Building & Safety, the applicant is required to obtain approval from the County of San Bernardino, Department of Public Health and the California Regional Water Quality Control Board, Santa Ana Region for the Private Sewage Disposal System.

46. The applicant shall modify the existing private sewage system to accommodate the new use. Plans and/or supporting data will have to be submitted to and approved by Building & Safety regarding the new use and necessary modifications. Additionally, approval from the Regional Water Quality Control Board, Santa Ana Region, is required for the new use.

47. The applicant shall verify that all exterior lighting shall be oriented, directed, and/or shielded as much as possible so that direct illumination does not infringe onto adjoining properties.

### **PRIOR TO ISSUANCE OF BUILDING/CONSTRUCTION PERMITS**

48. The following items (as applicable) shall be completed by the applicant and submitted to Building & Safety prior to the issuance of building permits for this project:
- A. Precise grading plans shall be approved
  - B. Rough grading completed

- C. Compaction certification
- D. Pad elevation certification
- E. Rough grade inspection signed off by a City Building Inspector

49. If hazardous substances are used and/or stored, the applicant shall provide a technical opinion and report, identifying and developing methods of protection from the hazards presented by the hazardous materials, may be required. This report shall be prepared by a qualified person, firm, or corporation and submitted to Building & Safety. This report shall also explain the proposed facility's intended methods of operation and list all of the proposed materials, their quantities, classifications, and the effects of any chemical (material) inter-mixing in the event of an accident or spill.

### **FIRE DEPARTMENT**

50. Jurisdiction. The above referenced project is under the jurisdiction of the Fontana fire Protection District (herein "Fire Department"). Prior to any construction occurring on any parcel, the applicant shall contact the Fire Department for verification of current fire protection requirements. All new construction shall comply with the current California Fire Code requirements and all applicable statutes, codes, ordinances, and standards of the Fire Department.

51. Fire Access Road Width. Prior to map recordation, all fire access roadways shall be designed to meet the requirements for this development and shall be approved by the Fire Department. All buildings shall have access provided by approved roads, alleys and private drives with a minimum twenty-six (26) foot unobstructed width and vertically to fourteen (14) feet six (6) inches in height. Buildings three (3) stories in height or more shall have a minimum access of thirty (30) feet unobstructed width and vertically to fourteen (14) feet six (6) inches in height. California Fire Code Chapter 5 & SBCoFD Standard A-1.

52. Turnaround. An approved turnaround shall be provided at the end of each roadway one hundred and fifty (150) feet or more in length. Cul-de-sac length shall not exceed six hundred (600) feet; all roadways shall not exceed a 12 % grade and have a minimum of nineteen (19) foot inside radius and a forty-five (45) foot outside radius for all turns. California Fire Code Chapter 5 & SBCoFD Standard A-1.

53. Street Signs. Approved temporary or permanent street signs shall be installed throughout the project prior to any combustible materials being placed on the construction site. California Fire Code Chapter 5 & SBCoFD Standard A-2.

54. Fire Lanes. The applicant shall submit a site plan to the Fire Department for review and approval of all proposed signage and striping for all fire access roadways. All curbs adjacent to fire lanes shall be painted red and "No Parking, Fire Lane" signs shall be installed on public and private roads in accordance with approved standards. SBCoFD Standard A-2.

55. Water System Commercial. Prior to map recordation or lot line adjustment, all water supply systems shall be designed to meet the required fire flow for this

development and shall be approved by the Fire Department. The required fire flow shall be determined by using Appendix BB of the California Fire Code. A minimum of one new six (6) inch fire hydrant assembly with two (2) two and one half (2 1/2) inch and one (1) four (4) inch outlet (4"x2.5"x2.5") shall be provided. All fire hydrants shall be spaced no more than three hundred (300) feet apart as measured along vehicular travel-ways. California Fire Code Chapter 5 & SBCoFD Standard W-2.

The Fire Flow for this project shall be: 1625 GPM for a three-hour duration at 20 psi residual operating pressure. Fire Flow is based on a 13,401-15,601 Square Foot structure.

56. Hydrant Marking. Blue reflective pavement markers indicating fire hydrant locations shall be installed as specified by the Fire Department. SBCoFD Standard W-2.

57. Water Improvement Plan: The applicant shall submit "Water Improvement Plans" to Fontana Fire Prevention. W.I.P. to include site plan, existing & proposed PUBLIC fire hydrant locations, building construction type and largest building square footage. Once approved by Fire Department, applicant will provide stamped/approved W.I.P to water purveyor for their construction needs. ON-SITE PRIVATE FIRE WATER SUPPLY SHALL BE INSPECTED AND IN WORKING CONDITION PRIOR TO PLACING COMBUSTIBLE MATERIALS ON THE JOBSITE. California Fire Code Chapter 5.

58. Combustible Protection. Prior to combustibles being placed on the project site an approved paved roadway providing fire access and fire hydrants providing an acceptable fire flow shall be installed. California Fire Code Chapter 5.

59. Fire Sprinkler-NFPA #13D. An automatic life safety fire sprinkler system complying with NFPA 13D and Fire Department standards is required. A fire sprinkler contractor shall submit three (3) sets of detailed plans with hydraulic calculations and manufacturer specification sheets to the Fire Department for approval. The required fees shall be paid at the time of plan submittal. California Fire Code Chapter 9 & SBCoFD Standard F-2.

60. Fire Sprinkler-NFPA #13R. An automatic fire sprinkler system complying with NFPA 13R and Fire Department standards is required. A fire sprinkler contractor shall submit three (3) sets of detailed plans with hydraulic calculations and manufacturer specification sheets to the Fire Department for approval. The required fees shall be paid at the time of plan submittal. California Fire Code Chapter 9 & SBCoFD Standard F-3

61. Fire Alarm, Waterflow Monitoring. A water flow monitoring fire alarm system complying with the California Fire Code, NFPA and all applicable codes is required for fire sprinkler systems with twenty (20) sprinkler heads or more. A fire alarm contractor shall submit three (3) sets of detailed plans to the Fire Department for review and approval. The required fees shall be paid at the time of plan submittal. California Fire Code Chapter 9, NFPA 72 & SBCoFD Standard F-5.

62. Fire Extinguishers. Hand portable fire extinguishers are required. The location, type, and cabinet design shall be approved by the Fire Department. California Fire Code Chapter 9.
63. Commercial Addressing. Commercial, industrial, and multi-family developments of 100,000 sq. ft or less shall have the street address installed on the building with numbers that are a minimum eight (8) inches in height and with a one (1) inch stroke. The street address shall be visible from the street. During the hours of darkness, the numbers shall be electrically illuminated (internal or external). Where the building is two hundred (200) feet or more from the roadway, additional non-illuminated contrasting six (6) inch numbers shall be displayed at the property access entrances. California Fire Code Chapter 5 & SBCoFD Standard B-1 For Multi-Family Buildings.
64. Residential Addressing. The street address shall be installed on the building with numbers that are a minimum of four (4) inches in height and with a one half (½) inch stroke. The address shall be visible from the street. During the hours of darkness, the numbers shall be internally and electrically illuminated with a low voltage power source. Numbers shall contrast with their background and be legible from the street. Where the building is fifty (50) feet or more from the roadway, additional contrasting four (4) inch numbers shall be displayed at the property access entrances. California Fire Code Chapter 5 & SBCoFD Standard B-1 For Single Family Buildings
65. Illuminated Site Diagram. The applicant shall submit for review and approval a site diagram plan to the Fire Department. The applicant shall install at each entrance to a multi-family complex an illuminated diagrammatic representation of the complex, which shows the location of each unit and each fire hydrant. California Fire Code Chapter 5 & SBCoFD Standard B-1
66. Key Box. An approved Fire Department key box is required. The key box shall be provided with a tamper switch and shall be monitored by a Fire Department approved central monitoring service. California Fire Code Chapter 5 & SBCoFD Standard A-4
67. Security Gates. In commercial, industrial, and multi-family complexes, all swing gates shall have an approved fire department Knox Lock. Where an automatic electric security gate is used, an approved Fire Department override switch is required. California Fire Code Chapter 5 & SBCoFD Standard A-3
68. Secondary Access. The development shall have a minimum of two points of vehicular access during each phase of construction for fire and emergency access purposes and for evacuation routes. SBCoFD Standard A-1
69. Spark Arrestor. An approved spark arrestor is required. Every chimney that is used in conjunction with any fireplace or any heating appliance in which solid or liquid fuel are used, shall have an approved spark arrestor visible from the ground that is maintained in conformance with Fire Department requirements. California Fire Code Chapter 6.

**ENGINEERING DEPARTMENT**

70. The Project shall be served by the City's sanitary sewer system, all sewer facilities shall be constructed in accordance with the City Standards. Main trunk sewer line shall be in accordance with master sanitary sewer plan or as approved by the City Engineer.
71. The Applicant shall obtain design and plan approval from all utility providers having jurisdiction over the on-site and off-site utilities. Completion of all undergrounding of on-site and off-site utilities is required by Section 27-52 of the City Municipal Code and in accordance with plans and specifications approved by the City Engineer. Existing Southern California Edison (SCE) aboveground utility poles located along the east side of Knox Avenue not along the project frontage, and those along the eastern project boundary that directly service existing single-family homes, shall not be required to be undergrounded.
72. The Applicant shall maintain all improvements and utilities within the public right-of-way, including street sweeping, prior to issuance of final certificate of occupancy by the City.
73. The project shall be in compliance with all Public Works Conditions of Approval and requirements for maintenance of any public sewer and storm drain on private streets.
74. Knox Ave north of the cul-de-sac to South Highland Ave shall include curb, gutter, sidewalk, and new ac pavement on the west side of the centerline and 12' of ac pavement on the east side of the centerline or as approved by the City Engineer.

**PRIOR TO ISSUANCE OF GRADING PERMIT**

75. The Applicant shall submit and gain approval of a complete Water Quality Management Plan report in accordance with the County of San Bernardino Technical Guidance Document and latest template.
76. The Applicant shall submit and gain approval of a final drainage study prepared in accordance with the County of San Bernardino Hydrology Manual and Fontana Master Plan of Drainage.

**PRIOR TO MAP RECORDATION**

77. Applicant shall provide a Subdivision Improvement Agreement, with accompanying security. The agreement shall be executed on City-provided forms.
78. The Applicant shall submit a Community Facility District (CFD) maintenance map that meets Engineering requirements for size and format as required for the

development showing the CFD boundary and maintenance requirements, obtain approval of the map and complete the first public hearing for formation of the CFD.

PRIOR TO ISSUANCE OF ANY OTHER CONSTRUCTION PERMITS

79. The Applicant shall record All map's, lot line adjustments, right-of-way dedications, easements, reciprocal access agreement as required for the development.
80. The Applicant shall submit engineered improvement plans and obtain full approval. All required public improvements, including but not limited to streets, storm drainage systems, sewers, traffic signals, streetlights, striping, signs, landscape, and any required traffic control and/or detour plans. For a full list of traffic requirements, refer to the Traffic Division's conditions of approval. All plans shall conform to City Standards and Specifications, and as approved by the City Engineer.

PRIOR TO ISSUANCE OF FINAL CERTIFICATE OF OCCUPANCY

81. Complete all public improvements required of the project. Underground utilities required of the project. Ensure streetlights are energized and operating properly.
82. The Applicant/Engineer to provide the City of Fontana with As Built/Record Drawings for all public improvement plans. The Applicant/Developer shall provide a copy of the streetlight electric bill.
83. Slurry seal roads effected by the development as directed by the inspector. Slurry seal limits may extend past the project frontage to address existing striping/pavement markings that conflicts with new striping/pavement markings, repair trenches, and other areas as determined by the inspector.
84. The Surveyor of Record shall provide centerline ties to the City of Fontana reflecting proper setting of all survey monuments within the project limits and replace any existing survey monuments damaged or removed during construction.
85. The Surveyor of Record shall set survey monuments as required by the map and corner records must be recorded with the County. The Surveyor of Record shall notify the City in writing that monuments have been set in accordance with the recorded subdivision map and he/she has been paid in full for doing so.
86. The Applicant/Landscape Architect shall provide a "Landscape Certificate of Compliance" certifying that the work has been designed, installed, and will be maintained in accordance with the City of Fontana's Model Water Efficiency Landscape Ordinance (Ordinance 1743, FCC Section 28).
87. All sewers shall be video inspected by applicant/contractor. Sewer video shall include clean-out connection, clean-out to lateral segment, lateral, and main line. Contractor performing the video inspection must have a NASSCO PACP, LACP, and MACP certification. Applicant shall provide a copy of the video on DVD or flash

drive to inspection staff with an accompanying full report. Videos to be inspected and approved by City Inspector. If removal and replacement of any utility is required, a subsequent video of the repair will be required.

88. All storm drains shall be video inspected by applicant/contractor. Storm drain video shall include main lines and laterals. Applicant shall provide a copy of the video on DVD or flash drive to inspection staff. Videos to be inspected and approved by City Inspector. If removal and replacement of any utility is required, a subsequent video of the repair will be required.

89. The Applicant/Engineer of Record shall submit a conforming copy of the recorded Memorandum of Agreement for the Water Quality Management Plan and Storm Water Best Management Practices transfer. The Access, Maintenance, and the WQMP Certification for BMP Completion must be submitted to the City Project Engineer.

### **PUBLIC WORKS DEPARTMENT**

90. All roadways providing access shall maintain a minimum width of thirty-six feet (36') measured from curb to curb inside of the public sewer and storm drain easement.

91. On-street parking shall not be permitted along designated access routes.

92. The roadway shall be designed and constructed to support the weight of Public Works maintenance vehicles, up to twenty (20) tons.

93. Applicant shall install access gates at all designated entry points.

94. Gates shall be constructed of tubular steel fencing or an approved alternate.

95. Each gate shall provide a minimum clear width of twelve feet (12') for equipment entry.

96. Gates shall swing inward or, if sliding style, be equipped with rollers for smooth operation.

97. Applicant shall provide the Public Works Department with gate access codes/keys before final certificate of occupancy and the development is accepted by the City of Fontana

98. Once the development is accepted the development must notify the Public Works Department immediately if any changes occur for gate codes or access at (909) 350-6760.

99. Project to provide up to date signage for owner/HOA contact information to allow for Public Works to Access easement area.

100. A hammerhead-style turnaround shall be constructed at the end of each roadway with no outlet or cul-de-sac that extends one hundred fifty feet (150') or more in length, to accommodate Public Works maintenance equipment.

### **TRAFFIC DEPARTMENT**

101. Project ingress and egress locations and restrictions shall be as follows, with additional or lesser restrictions being necessitated subject to changes in the site plan and approval of the City Engineer:
  - A. The Project may have a single ingress/egress point along Walnut Street which may allow for full access (i.e., left- and right-turning inbound and outbound) movements.
  - B. The Project may have a single ingress/egress point along Knox Avenue which may allow for full access (i.e., left- and right-turning inbound and outbound) movements.
  - C. Where emergency vehicle access to the public Right-of-Way is required or provided, such access points shall be designed and constructed to permit emergency vehicle ingress/egress only. Regular ingress/egress shall not be permitted at emergency vehicle access points.
102. Left-turn ingress and/or egress at all access locations may be restricted in the future due to traffic operational or safety concerns. Alternatives to such restrictions may be considered, subject to approval of the City Engineer.
103. All gated ingress locations which do not provide adequate space within the Project site for the design vehicle to turn around shall be designed so that the gate position as either opened or closed is visible to drivers in the public Right-of-Way. At no time shall the design and gating of Project driveways require vehicles to reverse into a travel lane in the public Right-of-Way in order to depart or turn around. This requirement may be excluded if the gate is manned with personnel who may permit an errant driver to enter the site in order to turn around and depart.
104. Intersection sight distance and stopping sight distance must be shown to meet the required standards both horizontally and vertically at all ingress/egress locations including consideration for walls, landscaping, grading, and vegetation. Sight distances shall comply with current AASHTO requirements.
105. The site plan shall identify the on-site vehicular traffic flow patterns and circulation, on-site signing and striping, and any restricted, reserved, or other pre-designated parking areas.

106. The Applicant shall reconstruct the raised median along Walnut Street to provide a 150-foot left-turn lane west of the Walnut Street driveway and a 25-foot two-way left-turn lane east of the Walnut Street driveway.
107. The signal shall be operational at the time of the Project's first issuance of an occupancy permit. If prior to the first issuance of an occupancy permit, the applicant selects to provide, and is able to receive approval of, a supplemental analysis that indicates the signal being operational may be deferred to a later occupancy threshold while maintaining the appropriate Level of Service at the intersection, such a deferral may be granted subject to the approval of the City Engineer. The traffic signal shall be in operation no later than the issuance of the 150th occupancy permit for the project, calculated as the cumulative total of both single-family and multi-family dwelling unit occupancy permits, regardless of any supplemental analysis.
108. The project shall coordinate with the City Traffic Engineer to conduct a signal timing and coordination analysis for the intersection of Citrus Avenue and Highland Avenue.
  - A. The analysis shall include the collection of the appropriate data, analysis of signal timing and performance, and preparation of recommendations.
  - B. The effort will include the preparation of signal timing plans for implementation, subject to the approval of the City Engineer.
  - C. Where signals are encountered that are owned and/or operated by agencies other than the City of Fontana, the project shall coordinate with those agencies and prepare the required material in order to implement any signal timing changes.
  - D. Where recommended changes will require equipment or infrastructure modifications or new installation, the Project shall be responsible for the design, construction, and implementation of such, subject to the approval of the City Engineer.
109. The Applicant shall provide a striping and signing plan for all roadway improvements, subject to the approval of the City Engineer as part of the approval of the street improvement plans.
110. The Applicant shall pay the applicable Development Impact Fees in the amount that is in effect at the time such fees are to be collected.
111. The location of bicycle parking shall be depicted on the site plan. Bicycle parking shall comply with the Association of Pedestrian and Bicycle Professionals' bicycle parking guidance.

112. The site plan shall identify all pedestrian access ways and traffic crossings. Crossings shall be clearly marked, lighted, and identified throughout the interior of the project. Pedestrian walkways shall have sufficient pathway lighting.

**END OF CONDITIONS OF APPROVAL**

## NOTICE OF DETERMINATION

|     |  |                                       |   |
|-----|--|---------------------------------------|---|
| TO: | <input type="checkbox"/> Clerk of the Board of Supervisors<br>or<br><input checked="" type="checkbox"/> County Clerk<br>Address:                           | FROM:                                 | Public Agency/Lead Agency Name:<br>City of Fontana<br>Address:<br>8353 Sierra Avenue<br>Fontana, CA 92335<br>Contact: Alexia Barberena<br>Phone: (909) 350-6568 |
|     |  |                                       | Email: <a href="mailto:abarberena@fontanaca.gov">abarberena@fontanaca.gov</a>   |
| TO: | <input checked="" type="checkbox"/> Office of Land Use and Climate Innovation<br>State Clearinghouse<br>1400 Tenth Street, Rm. 113<br>Sacramento, CA 95814 | Lead Agency (if different from above) |   |
|     |  | Address:                              |   |
|     |  | Contact:                              |   |
|     |  | Phone:                                |   |

**SUBJECT:** Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

|   |
|---|
| State Clearinghouse Number<br>(If submitted to SCH):<br>2025100627  |
| <b>Project Title:</b> Master Case No. (MCN) 24-0060; General Plan Amendment (GPA) No. 24-0004, Zoning District Map Amendment (ZCA) No. 24-0004, Tentative Tract Map No. 24-0009 (TTM No. 20712), Conditional Use Permit (CUP) No. 24-0023, and Design Review (DR) No. 24-0031   |
| <b>Project Applicant (include address, telephone number and email address):</b><br><br>Jake Sowder, Project Manager<br><a href="mailto:jsowder@divpac.com">jsowder@divpac.com</a><br>Diversity Pacific Communities<br>10621 Civic Center Drive<br>Rancho Cucamonga, CA<br>(909)373-2637   |
| <b>Specific Project Location – Identify street address and cross street or attach a map showing project site (preferably a USGS 15’ or 7 ½’ topographical map identified by quadrangle name):</b><br><br>The project site is located south of South Highland Avenue, north of Walnut Street, west of Almeria Avenue and at the terminus of Knox Avenue. (APN: 0228-051-01, -14, -15, -16, -17, -19, -20, and -21; 0228-052-01, -25, -26, and -27, 0228-061-02 through -14, -16, -17, -18, -20 through -25, and 0228-311-05) |
| <b>General Project Location (City and/or County):</b> Fontana, San Bernardino County  |
| <b>Project Description:</b>   |

A request to amend the General Plan Land Use Designation of from Multi-Family Medium/High (R-MFMH) to Multi-Family Residential (R-MF), a request to change the zoning designation from Multi-Family Medium/High Residential (R-4) to Multi-Family Residential (R-3), a request to subdivide 35 parcels for the establishment of a condominium map and abandon a portion of Knox Avenue, a request to create a Planned Unit Development (PUD), and a request to review the architecture, site design and associated improvements for a new 393 multi-family unit (condominium) development with site improvements, on approximately 31.0 gross acres.

Identify the person or entity undertaking the project, including any private applicant, any other person undertaking an activity that receives financial assistance from the Public Agency as part of the project, and any person receiving a lease, permit, license, certificate, or other entitlement of use from the Public Agency as part of the project.

This is to advise that the ( Lead Agency or  Responsible Agency) has approved the above described project on November 18, 2025 and has made the following determinations regarding the above described project:

|                                     |   |  |
|-------------------------------------|---|--|
| 1.                                  | The project [ <input type="checkbox"/> will <input checked="" type="checkbox"/> will not] have a significant effect on the environment.   |  |
| 2.                                  | An Addendum to a certified Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency. |  |
| <input type="checkbox"/>            | A Negative Declaration was prepared for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.                                 |  |
| <input checked="" type="checkbox"/> | A Mitigated Negative Declaration was prepared for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.                       |  |
| 3. <input type="checkbox"/>         | Mitigation measures [ <input checked="" type="checkbox"/> were <input type="checkbox"/> were not ] made a condition of the approval of the project.                               |  |
| 4. <input type="checkbox"/>         | A Mitigation Monitoring or Reporting Plan [ <input checked="" type="checkbox"/> was <input type="checkbox"/> was not] adopted for this project.                                   |  |
| 5. <input type="checkbox"/>         | A Statement of Overriding Considerations [ <input type="checkbox"/> was <input checked="" type="checkbox"/> was not] adopted for this project.                                    |  |
| 6. <input type="checkbox"/>         | Findings [ <input checked="" type="checkbox"/> were <input type="checkbox"/> were not] made pursuant to the provisions of CEQA.   |  |
|                                     | This is to certify that the Final EIR with comments and responses and record of project approval, or the Negative Declaration, is available to General Public at:                 |  |
|                                     | Custodian:<br>City of Fontana, Planning Department  | Location:<br>8353 Sierra Avenue, Fontana, CA 92335 |

|              |  |
|--------------|--|
| <b>Date:</b> | <hr/> <b>Salvador Quintanilla</b><br><b>Senior Planner</b> |
|--------------|--|

**Clerk's File Stamp:**

Authority cited: Sections 21083, Public Resources Code. Reference  
Section 21000-21174, Public Resources Code.



## NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION AND NOTICE OF PUBLIC HEARING

In compliance with Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132) and the federal rules and regulations adopted in implementation thereof, the Agenda will be made available in appropriate alternative formats to persons with a disability. Should you need special assistance to participate in this meeting, please contact the City Clerk's Department by calling (909) 350-7602. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

A PUBLIC HEARING HAS BEEN SCHEDULED BEFORE THE PLANNING COMMISSION OF THE CITY OF FONTANA FOR THE FOLLOWING:

**Fontana Walnut Residential Project**  
**(Master Case Number (MCN) 24-0060, General Plan Amendment (GPA) No. 24-0004,**  
**Zoning District Map Amendment (ZCA) No. 24-0004, Tentative Tract Map (TTM) No. 24-**  
**0009 (TTM No. 20712), Conditional Use Permit (CUP) 24-0023, and Design Review Project**  
**(DRP) No. 24-0031)**

A request to amend the General Plan land use designation from R-MFMH (Multi-Family Medium/High Residential) to Multi-Family Residential (R-MF) and a Zoning District Map amendment to amend the zoning from R-4 (Multi-Family Medium/High Density Residential) to R-3 (Multi-Family Residential) on approximately 31 acres, Tentative Tract Map for the consolidation of 35 parcels, a Conditional Use Permit for the establishment of a Planned Unit Development and Design Review for the construction of a 393-unit residential development and associated parking, drive aisles, fencing, landscaping, utilities, and site amenities on approximately 31 gross acres. The proposed residential units would consist of two-story cluster homes, motor court homes, and townhomes. The unit mix would consist of 103 detached cluster units, 113 detached motor court units, and 177 attached townhomes. The residential development site would also include 786 garage parking spaces, 113 private driveway spaces, and 113 guest parking spaces.



**Date of Hearing:** November 18, 2025

**Place of Hearing:** City Hall Council Chambers  
8353 Sierra Avenue  
Fontana, CA 92335

**Time of Hearing:** 6:00 P.M.

**Location of Property:** The project site is located between South Highland Avenue and Walnut Avenue, west of Almeria Avenue in the north-central portion of

Fontana and is comprised of 35 parcels of land on approximately 31 gross acres (30.53 net acres) on Assessor's Parcel Numbers (APNs) 0228-051-01, -16, -17, -19 through -21, 0228-052-01, -25 through -27, 0228-061-02, -03 through -14, -16 through -18, and -20 through -25, and 0228-311-05.

The project site is not listed as hazardous waste sites described in any lists as enumerated under Section 65962.5 of the Government Code.

**Environmental  
Determination:**

Pursuant to Section 15070 of the California Environmental Quality Act (CEQA) and pursuant to Section 6.04 of the 2019 Local Guidelines for Implementing CEQA, an Initial Study (IS), Mitigated Negative Declaration (MND), and Mitigation Monitoring and Reporting Program have been prepared for this project.

The IS/MND is available for public review from **October 17, 2025 to November 18, 2025**. Written comments on the IS/MND should be submitted to Ms. Alexia Barberena at the address listed below no later than **5:00 p.m. November 18, 2025**. A copy of the Initial Study can be reviewed at the City's Planning Department listed below and on the City's website at: <https://www.fontana.org/2137/Environmental-Documents>

Alexia Barberena, Associate Planner  
City of Fontana  
Planning Department  
8353 Sierra Avenue  
Fontana, California 92335  
Phone: (909) 350-6568  
[abarberena@fontanaca.gov](mailto:abarberena@fontanaca.gov)

ANY INTERESTED PARTY MAY PROVIDE INFORMATION BY LETTER OR EMAIL WHICH MAY BE OF ASSISTANCE TO THE PLANNING COMMISSION. A COPY OF THE APPLICATION AND ENVIRONMENTAL DOCUMENTATION IS AVAILABLE FOR INSPECTION AT THE PLANNING DEPARTMENT, CITY HALL. PLEASE CONTACT THE PLANNER LISTED ABOVE.

IF YOU CHALLENGE IN COURT ANY ACTION TAKEN CONCERNING A PUBLIC HEARING ITEM, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE PUBLIC HEARING DESCRIBED IN THIS NOTICE, OR IN WRITTEN CORRESPONDENCE TO THE CITY AT, OR PRIOR TO, THE PUBLIC HEARING.

Publish: October 18, 2025  
S.B. Sun Newspaper

**AVISO DE INTENCIÓN DE ADOPTAR UNA DECLARACIÓN NEGATIVA MITIGADA Y  
AVISO DE AUDIENCIA PÚBLICA**

En cumplimiento con la Sección No. 202 de la Acta de Americanos con Discapacidades de 1990 (42 USC Sec. 12132) y las reglas y regulaciones federales adoptadas en la implementación de esta, la agenda de esta audiencia estará disponible en formatos alternativos apropiados para las personas con una discapacidad. Si necesita asistencia especial para participar en esta audiencia, comuníquese con el Departamento de la Secretaría Municipal llamando al (909) 350-7602. La

notificación deberá realizarse 48 horas antes de la audiencia para permitir que la Ciudad haga arreglos razonables para garantizar la accesibilidad a esta audiencia.

SE HA PROGRAMADO UNA AUDIENCIA PÚBLICA ANTE LA COMISIÓN DE PLANIFICACIÓN DE LA CIUDAD DE FONTANA PARA LO SIGUIENTE:

**Proyecto Residencial Fontana Walnut – MCN No. 24-0060, GPA No. 24-0004, ZCA No. 24-0004, TTM No. 24-0009 (20712), CUP No. 24-0023, y DRP No. 24-0031**

Una solicitud para enmendar la designación de uso de suelo del Plan General (GPA) de R-MFMH (Residencial Multifamiliar Medio/Alto) a Residencial Multifamiliar (R-MF) y una enmienda al Mapa del Distrito de Zonificación (ZCA) para modificar la zonificación de R-4 (Residencial Multifamiliar de Densidad Media/Alta) a R-3 (Residencial Multifamiliar) en aproximadamente 31 acres, un Plano de Fraccionamiento Tentativo (TTM) para la consolidación de 35 parcelas, un Permiso de Uso Condicional (CUP) para el establecimiento de un Desarrollo de Unidad Planificada (PUD) y Revisión de Diseño (DRP) para la construcción de un desarrollo residencial de 393 unidades y el estacionamiento asociado, carriles de circulación, cercado, paisajismo, servicios públicos y comodidades del sitio en aproximadamente 31 acres. Las unidades residenciales propuestas consistirían en casas agrupadas de dos pisos (cluster homes), casas con patio de motor (motor court homes) y casas adosadas (townhomes). La mezcla de unidades consistiría en 103 unidades agrupadas (cluster units) independientes, 113 unidades con patio de motor (motor court units) independientes y 177 casas adosadas (townhomes) adjuntas. El sitio de desarrollo residencial también incluiría 786 espacios de estacionamiento en garaje, 113 espacios de estacionamiento privados en la calzada y 113 espacios de estacionamiento para visitas.

**Fecha de Audiencia:** 18 de noviembre de 2025

**Lugar de Audiencia:** Ayuntamiento de la Ciudad de Fontana, 8353 Sierra Avenue, Fontana, CA 92335

**Hora de Audiencia:** 6:00 p.m.

**Ubicación de la Propiedad:** El sitio del proyecto se encuentra ubicado entre South Highland Avenue y Walnut Avenue, al oeste de Almeria Avenue, en la porción centro-norte de Fontana, y está compuesto por 35 parcelas de tierra en aproximadamente 31 acres (30.53 acres netos). Números de Parcela del Evaluador/Tasador (APNs): 0228-051-01, -16, -17, -19, -20 & -21, 0228-052-01, -25, -26 & -27, 0228-061-02, -03 hasta -14, -16, -17, -18, y -20 hasta -25, y 0228-311-05.

**Determinación Ambiental:** De conformidad con la Sección 15070 de la Ley de Calidad Ambiental de California (CEQA) y con la Sección 6.04 de las Pautas Locales de 2019 para la Implementación de CEQA, se ha preparado un Estudio Inicial (IS), una Declaración Negativa Mitigada (MND) y un Programa de Monitoreo e Informe de Mitigación para este proyecto.

El IS/MND está disponible para revisión pública desde el 17 de octubre de 2025 hasta el 18 de noviembre de 2025. Los comentarios por escrito sobre el IS/MND deben enviarse a Alexia Barberena a la dirección que se indica a continuación a más tardar el martes 18 de noviembre de 2025 a las 5:00 p.m. Se puede revisar una copia del Estudio Inicial en el Departamento de Planificación de la Ciudad que se indica a continuación y en el sitio web de la Ciudad en la página: <https://www.fontana.org/2137/Environmental-Documents>

Alexia Barberena, Associate Planner  
City of Fontana  
Planning Department  
8353 Sierra Avenue  
Fontana, California 92335

Phone: (909) 350-6568  
[abarberena@fontanaca.gov](mailto:abarberena@fontanaca.gov)

El sitio del proyecto no está catalogado como sitio de residuos peligrosos descrito en ninguna de las listas enumeradas en la Sección 65962.5 del Código Gubernamental.

Si tiene alguna pregunta sobre este proyecto, comuníquese al (909) 350-6728 o por correo electrónico a [planning@fontanaca.gov](mailto:planning@fontanaca.gov).

Cualquier persona o grupo interesado en aportar información lo puede hacer mediante una carta o correo electrónico dirigido a La Comisión de Planificación. La solicitud y la documentación Ambiental está disponible para inspección en las Oficinas de Ayuntamiento de la Ciudad de Fontana.

Si usted contradice ante el tribunal cualquier acción tomada con respecto a un tema de la Audiencia Pública, usted puede estar limitado a plantear solamente aquellas cuestiones que usted o alguien más planteó en la Audiencia Pública mencionada en este aviso o por correspondencia escrita a la Ciudad de Fontana antes de la fecha de la Audiencia establecida en este aviso.



State of California – Natural Resources Agency  
 DEPARTMENT OF FISH AND WILDLIFE  
 Inland Deserts Region  
 3602 Inland Empire Blvd C-220  
 Ontario, CA 91764  
[www.wildlife.ca.gov](http://www.wildlife.ca.gov)

GAVIN NEWSOM, Governor  
 CHARLTON H. BONHAM, Director



## Planning Commission Meeting of 11/18/2025 Public Comment for PH-B

November 17, 2025  
 Sent via email

Alexia Barberena  
 Associate Planner  
 City of Fontana  
 8353 Sierra Avenue  
 Fontana, CA 92335  
[abarberena@fontanaca.gov](mailto:abarberena@fontanaca.gov)

Fontana Walnut Residential Project (PROJECT)  
 MITIGATED NEGATIVE DECLARATION (MND)  
 SCH# 2025100627

Dear Alexia Barberena:

The California Department of Fish and Wildlife (CDFW) received a Notice of Intent to Adopt an MND from the City of Fontana (Lead Agency) for the Project pursuant the California Environmental Quality Act (CEQA) and CEQA Guidelines.<sup>1</sup>

Thank you for the opportunity to provide comments and recommendations regarding those activities involved in the Project that may affect California fish and wildlife. Likewise, we appreciate the opportunity to provide comments regarding those aspects of the Project that CDFW, by law, may be required to carry out or approve through the exercise of its own regulatory authority under the Fish and Game Code.

### CDFW ROLE

CDFW is California’s **Trustee Agency** for fish and wildlife resources and holds those resources in trust by statute for all the people of the State. (Fish & G. Code, §§ 711.7, subd. (a) & 1802; Pub. Resources Code, § 21070; CEQA Guidelines § 15386, subd. (a).) CDFW, in its trustee capacity, has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants, and habitat necessary for biologically sustainable populations of those species. (*Id.*, § 1802.) Similarly, for purposes of CEQA, CDFW is charged by law to provide, as available, biological expertise during public agency environmental review efforts, focusing specifically on projects and related activities that have the potential to adversely affect fish and wildlife resources.

CDFW is also submitting comments as a **Responsible Agency** under CEQA. (Pub. Resources Code, § 21069; CEQA Guidelines, § 15381.) CDFW expects that it may need to exercise regulatory authority as provided by the Fish and Game Code. As proposed, for example, the Project may be subject to CDFW’s lake and streambed alteration regulatory authority. (Fish & G. Code, § 1600 et seq.) Likewise, to the extent implementation of the Project as proposed may result in “take” as defined by State law of any species protected under the California Endangered Species Act (CESA) (Fish & G. Code, § 2050 et seq.), the project proponent may seek related take authorization as provided by the Fish and Game Code.

### PROJECT DESCRIPTION SUMMARY

**Proponent:** Diversified Pacific

**Objective:** The proposed Project includes development of a 393-unit residential project and associated landscaping, utilities, and site amenities on approximately 30.99 gross acres (30.53 net acres), known as the Residential Development Site. The proposed residential units would consist of two-story cluster homes, motor court homes, and townhomes. The Project also includes the upzone of two parcels (Upzone Properties),

<sup>1</sup> CEQA is codified in the California Public Resources Code in section 21000 et seq. The “CEQA Guidelines” are found in Title 14 of the California Code of Regulations, commencing with section 15000.

totaling 56.1 acres, from Residential Planned Community (R-PC) to Multi-Family Medium/High Density Residential (R-4) and a corresponding General Plan land use amendment from R-PC to R-MFMH. No development action is proposed on the Upzone Properties at this time.

The Residential Development Site is proposed to be a gated community with ingress and egress off Knox Avenue and Walnut Street. The entries would lead to the recreational and common areas located throughout the Project. The proposed amenities would include a recreational center with a pool, spa, barbeque and lounging areas. The Project proposes a park on the northeastern edge of the Residential Project Site, large open grass areas, including one such area adjacent to the northern boundary of the site, shaded sitting areas, play areas, and a paseo with playground equipment

**Location:** The Residential Development Site is located between South Highland Avenue and Walnut Street, approximately 700 feet south of Interstate 210 in the City of Fontana, San Bernardino County, California. The Residential Development Site (34.131003, -117.461867) is comprised of 35 parcels of land including Assessor's Parcel Numbers (APNs) 0228-051-01, 0228-051-14 through -17, 0228-051-19 through -21, 0228-052-01, 0228-052-25 through -27, 0228-061-02 through -14, 0228-061-16 through -18, 0228-061-20 through -25, and 0228-331-05.

The Upzone Properties (APNs 0194-391-20 and 0256-131-16) are located in the southeastern corner of the City of Fontana. These properties are bounded by Jurupa Avenue to the north, Locust Avenue to the east, existing unimproved roads and the Jurupa Hills to the south, and single-family residential uses to the west. The Upzone Properties are bisected by an unpaved segment of Alder Avenue.

**Timeframe:** Anticipated 26-month period.

## COMMENTS AND RECOMMENDATIONS

CDFW offers the comments and recommendations below to assist the City of Fontana in adequately identifying and/or mitigating the Project's significant, or potentially significant, direct and indirect impacts on fish and wildlife (biological) resources.

### COMMENT 1: Burrowing Owl (*Athene cunicularia*)

#### IS/MND Section 5.4.1, Page 5-33

**Issue:** CDFW is concerned that the MND does not sufficiently identify Project impacts to burrowing owl (BUOW), a candidate species under the California Endangered Species Act (CESA), nor does it ensure that impacts are mitigated to a level less than significant. The Project site has the potential to provide suitable foraging and/or nesting habitat for burrowing owl and thus, project activities may result in the take of the species as defined in Fish and Game Code section 86.

**Specific impact:** CDFW agrees with the MND analysis that burrowing owl has a high potential for occurring on the Project site. However, CDFW is concerned that the single reconnaissance survey on October 5, 2023, between 7:35 – 9:45 am, did not adequately account for potential burrowing owl on site and that the survey is outdated to reflect current potential occupancy. A focused survey for the species following a CDFW approved guideline, or similar approach, was not conducted.

Additionally, as noted in the MND and Biological Technical Report, because of burrowing owls' high mobility, their occupancy at a site can vary annually. Burrowing owls have a high potential to move into disturbed areas prior to and during construction activities. Burrowing owls frequently move into disturbed areas since they are adaptive

to highly modified habitats.<sup>2,3</sup> Project activities could result in the take of burrowing owls, their nests or eggs or could destroy their nesting, foraging, or over-wintering habitat thereby impacting burrowing owl populations. These specific project activities include vegetation removal, existing structure removal, grading, soil compaction, heavy equipment use, and trenching. As noted in the MND, Indirect impacts to BUOW may also occur due to increased human activity, noise, dust, nighttime lighting, and ground vibrations.

Lastly, CDFW is concerned that the current Mitigation Measure BIO-1 (MM Bio-1) would not adequately reduce impacts to BUOW to less than significant, given their new status as candidate species under CESA. Because of the lack of surrounding burrowing owl habitat immediately adjacent to the Residential Development Site, and the high-density project activities that are anticipated to occur on site, BUOW features may not be avoidable enough fully avoid take.

**Why impact would occur:** According to the Project's Biological Technical Report, focused burrowing owl surveys were not conducted on the Project site. Burrowing owls have been known to use highly degraded and marginal habitat where existing burrows are available. As noted in the Biological Technical Report, burrowing owls are well-adapted to open, relatively flat expanses and vacant lots and prefer habitats with generally short sparse vegetation with few shrubs such as those occurring on the Project site. If BUOW burrows are not properly detected (during both the breeding and non-breeding season), prior to ground disturbance, site preparation, grading, and other Project Activities could destroy habitat and result in the take of burrowing owl. Occupied site or occupancy means a site that is assumed occupied if at least one burrowing owl has been observed occupying a burrow within the last three years. Occupancy of suitable burrowing owl habitat may also be indicated by owl sign including its molted feathers, cast pellets, prey remains, eggshell fragments, or excrement at or near a burrow entrance or perch site.

**Evidence impact would be significant:** On October 10, 2024, the California Fish and Game Commission accepted a petition to list Western Burrowing Owl as endangered under CESA, determining the listing "may be warranted" and advancing the species to the candidacy stage of the CESA listing process. As a candidate species, Western Burrowing Owl is granted full protection of a threatened species under CESA. If Project activities could result in take, appropriate CESA authorization (i.e., Incidental Take Permit under Fish and Game Code section 2081) should be obtained prior to commencement of Project activities. Take of any endangered, threatened, or candidate species that results from the Project is prohibited, except as authorized by State law (Fish & G. Code, §§ 86, 2062, 2067, 2068, 2080, 2085; Cal. Code Regs., tit. 14, § 786.9). Take of individual burrowing owls and their nests is defined by Fish and Game Code section 86, and prohibited by sections 3503, 3503.5 and 3513. Inadequate avoidance, minimization, and mitigation measures for impacts to sensitive or special status species could result in the Project having a substantial adverse direct, indirect, and cumulative effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species by CDFW.

**Recommended Potentially Feasible Mitigation Measure to reduce impacts to less than significant:** CDFW recommends that prior to commencing Project, focused and preconstruction surveys for burrowing owl be conducted by a qualified biologist in accordance with the *Staff Report on Burrowing Owl Mitigation*.<sup>4</sup> If burrowing owls are found to occupy the Project site and avoidance is not possible, it is important to note that according to the 2012 Staff Report, passive relocation (also known as exclusion) is not a take avoidance, minimization, or mitigation method and is considered a potentially significant impact under CEQA. Because appropriate focused surveys were not conducted prior to circulation of the MND, the MND may not adequately identify potentially significant

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<sup>2</sup> Chipman, E. D., N. E. McIntyre, R. E. Strauss, M. C. Wallace, J. D. Ray, and C. W. Boal. 2008. Effects of human land use on western burrowing owl foraging and activity budgets. *Journal of Raptor Research* 42(2): 87-98.

<sup>3</sup> Coulombe, H. N. 1971. Behavior and population ecology of the Burrowing Owl, *Speotyto cunicularia*, in the Imperial Valley of California. *Condor* 73:162-176

<sup>4</sup> California Department of Fish and Game (2012). Staff report on burrowing owl mitigation. State of California, Natural Resources Agency. Available for download at: <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=83843&inline=true>

impacts. CDFW recommends the IS/MND be revised and recirculated following completion of surveys so that results and appropriate specific avoidance and minimization measures can be included, to ensure that impacts to burrowing owls are reduced to less than significant. However, if the City chooses not to follow this path, CDFW recommends the following revisions to MM-BIO-1 (edits are in strikethrough and bold) to ensure an adequate assessment is completed and CESA authorization is obtained, if needed.

Mitigation Measure BIO-1/Both sites:

**Suitable burrowing owl habitat has been confirmed on the site; therefore, focused burrowing owl surveys shall be conducted by a qualified biologist in accordance with the *Staff Report on Burrowing Owl Mitigation* (2012 or most recent version) prior to vegetation removal or ground-disturbing activities for all phases of Project construction. The Designated Biologist shall provide CDFW a GIS or KMZ map of BUOW burrow complex(es) and atypical burrows (e.g. culverts, buckled concrete, etc.) The map shall be at a scale of 1:24,000 or finer to show details and shall show locations of all BUOW sightings and labeled if sightings were potential burrows, occupied burrows, satellite burrows, areas of concentrated burrows, and BUOW sign. Locations documented by use of GPS coordinates must be collected in NAD83 datum. The map shall include an outline of the Project Area. The map shall include a title, north arrow, scale bar, and legend.**

~~Preconstruction surveys for burrowing owl shall be conducted prior to vegetation clearing or grading of the Residential Development Site and Upzone Properties. Two surveys are required and shall follow the methods described in the California Department of Fish and Wildlife (CDFW's) Staff Report on Burrowing Owl Mitigation. The first survey shall be conducted between 30 and 14 days before initial ground disturbance (grading, grubbing, and construction), and the second survey shall be conducted no more than 24 hours prior to initial ground disturbance. If burrowing owls and/or suitable burrowing owl burrows are identified on the Residential Development Site or Upzone Properties during the survey, the project Applicant(s) shall consult with CDFW and follow the methods listed in the CDFW's Staff Report on Burrowing Owl Mitigation for avoidance and/or passive relocation.~~

**If burrowing owl occupancy is confirmed, and if Project activities may impact burrowing owl, including burrow exclusion and closure, the Project Proponent shall begin early coordination with CDFW for appropriate CESA authorization (i.e., Incidental Take Permit (ITP) under Fish and Game Code section 2081) prior to commencement of Project activities. The ITP application shall describe, at a minimum, project activities and equipment, proposed avoidance/buffers, temporary and permanent impacts, monitoring, relocation and/or translocation, and minimization and compensatory mitigation actions. ITP compensatory mitigation will be fulfilled by one or more of following options: 1) Permittee-responsible mitigation land acquisition or 2) Conservation or Mitigation Bank credits (if available).**

~~If burrowing owls or suitable burrowing owl burrows with sign (e.g., whitewash, pellets, feathers, prey remains) are identified on the Residential Development Site or Upzone Properties during the survey(s), these features must be completely avoided. If impacts to those features are unavoidable, then the project Applicant(s) must develop a burrowing owl mitigation plan in consultation with CDFW. Mitigation methods may include passive relocation conducted outside of the owl breeding season (between September 1 and February 28). If an active owl burrow is identified, and construction is to proceed, then a qualified biologist (with two or more years of burrowing owl experience) must establish an initial disturbance-limit buffer of 500 feet around the burrow using flagging or staking. The buffer distance may be reduced in coordination with CDFW depending on time of year (i.e., in or out of breeding season), level of construction activity, and observed behavior of the burrowing owls. Construction activities shall not occur within any buffer zones until the burrow is deemed inactive by~~

~~the qualified biologist. This measure shall be implemented to the satisfaction of the City of Fontana Community Development Director or designee.~~

## **COMMENT 2: Crotch's Bumble Bee (*Bombus crotchii*)**

### **IS/MND Section 5.4.1, Page 5-33**

**Issue:** CDFW is concerned that the MND did not sufficiently identify potential Project impacts to Crotch's bumble bee and did not provide appropriate measures to fully mitigate impacts to less than significant. The Project has the potential to result in take of Crotch's bumble bee and has the potential to cause permanent or temporary loss of Crotch's bumble bee habitat.

**Specific impact:** The MND and Biological Technical Report note that the species has a low potential to occur on the Residential Development Site but does state that the site contains suitable friable soils, suitable burrow habitat, suitable burrows, and nectar sources found within and adjacent to the Project Area. CDFW is concerned that the Biological Technical Report's assumptions for low occurrence without a proper timing Reconnaissance survey (Oct 5, 2023) and overall lack of focused surveys for the species, has improperly identified the site as having low potential for occurrence.

**Why impact would occur:** Crotch's bumble bee occurs primarily in California, including the Mediterranean region, Pacific Coast, Western Desert, Great Valley and adjacent to foothills through most of southwestern California.<sup>5</sup> Crotch's bumble bee are generalist foragers and have been reported visiting a wide variety of flower plants. The plant families most commonly associated with Crotch's bumble bee observations or collections from California include Fabaceae, Apocynaceae, Asteraceae, Lamiaceae, Boraginaceae and Asclepiadaceae. This is not a comprehensive list, and the species has been observed foraging and utilizing areas with high levels of disturbance and non-native plant species. Ground disturbance (e.g., trenching, grading, soil compaction, and earth-moving activities) and vegetation removal have the potential to destroy Crotch's bumble bee burrows. Additionally, these activities create elevated levels of noise, human activity, dust, ground vibrations, and vegetation disturbance

**Evidence impact would be significant:** Crotch's bumble bee is a candidate species for listing under CESA; therefore, it receives the same legal protection afforded to endangered or threatened species under CESA pursuant to Fish & G. Code §§ 2074.2 & 2085. If found on-site, the Project could result in crushing or killing Crotch's bumble bees, reduction in sufficient food resources such as nectar and pollen, and/or removal of nesting and overwintering sites. Many bumble bee species, once common in the western United States, have undergone a dramatic decline in both distribution and abundance and are now extirpated from much of their historic ranges.<sup>6</sup> Many bumble bees are threatened with extinction due primarily to reductions in habitat from urbanization, intensive agriculture, and invasive species introductions<sup>7</sup>. If Crotch's bumble bee occurs at the Project site and Project impacts to Crotch's bumble bee occur, this could result in a substantial reduction in the species' population, which could be a significant impact.

**Recommended Potentially Feasible Mitigation Measure to reduce impacts to less than significant:** CDFW recommends the following revisions to MM-BIO-2 (edits are in strikethrough and bold) to ensure an adequate assessment is completed and CESA authorization is obtained, if needed.

Mitigation Measure BIO-2/~~Residential Development Site only~~**Both Sites:**

<sup>5</sup> Williams, P. H., et al. 2014. The Bumble Bees of North America: An Identification Guide. Princeton University Press, Princeton

<sup>6</sup> Hatfield, R., Jepsen, S., Foltz Jordan, S., Blackburn, M., Code, Aimee. 2018. A Petition to the State of California Fish and Game Commission to List Four Species of Bumblebees as Endangered Species.

<sup>7</sup> *ibid*

If the Crotch bumble bee is no longer a Candidate or formally Listed species under the California Endangered Species Act (ESA) at the time ground-disturbing activities occur, then no additional protection measures are proposed for the species. Furthermore, if grading and all other initial ground disturbance are restricted to the period of September-January, no survey or other measure for this species is required.

If the Crotch bumble bee is legally protected under the California ESA as a Candidate or Listed species at the time clearing of vegetation or grading are scheduled to begin, and if vegetation clearing or initial grading is to occur during the period of February-March (the queen flight season) or April-August (the colony active period), a preconstruction survey for Crotch bumble bee **at both sites** shall be conducted in accordance with California Department of Fish and Wildlife (CDFW's) Survey Considerations for California ESA Candidate Bumble Bee Species. The survey shall be conducted prior to ground disturbance and within the same queen flight season or colony active period in which the ground disturbance is to occur. The survey shall consist of a minimum of three survey visits, each at least two weeks apart. The survey shall be completed by a biologist who holds a Memorandum of Understanding to capture and handle Crotch bumble bee (if a netting and chilling protocol is to be utilized) or by a CDFW-approved biologist experienced in identifying native bumble bee species (if surveys are restricted to visual surveys with photo documentation for species verification).

If Crotch bumble bee is detected, the biologist shall conduct a bumble bee nesting survey in accordance with CDFW's Survey Considerations for California ESA Candidate Bumble Bee Species. If an active Crotch bumble bee nest is detected, the biologist shall establish a 50-foot no-disturbance buffer (including foraging resources and flight corridors essential for supporting the colony) around the nest, which may be adjusted at the direction of the approved biologist in coordination with CDFW based on behavior of the bees and their ability to continue foraging, to reduce the risk of disturbance or accidental take. If an active Crotch bumble bee nest is detected, the biologist shall also coordinate with CDFW to determine if an Incidental Take Permit under Section 2081 of the California ESA would be required. The nest avoidance buffer may be removed at the completion of the colony active period or once the biologist deems the nesting colony is no longer active and CDFW has provided concurrence of that determination.

If no nest is found but the species is present, a full-time biological monitor with the qualifications described above or otherwise approved by CDFW shall be present during ground disturbing activities that occur during the queen flight period or colony active period. Because bumble bees move nest sites each year, this measure shall be implemented during each subsequent year of construction, regardless of the previous year's findings, whenever ground disturbing activities are to occur and nesting and foraging habitat are still present. This measure shall be implemented to the satisfaction of the City of Fontana Community Development Director or designee.

### **COMMENT 3: Artificial Nighttime Light**

#### **Section 2.3, Page 2-7 – 2-10**

**Issue:** The MND's Project Description, Section 2, describes that lighting installation will be included in Project Activities. However, CDFW is concerned that the MND and Biological Technical Report do not analyze the impacts of artificial light on biological resources and includes no mitigation measures to reduce potential impacts to less than significant.

**Specific impact:** The proposed Project will result in new sources of artificial nighttime lighting. Impacts to biological resources resulting from the use of temporary artificial nighttime lighting during construction and permanent installation of artificial lighting are not analyzed, and no mitigation measures are proposed. Designs for temporary lighting to be used during Project Activities should be included in a revised MND, along with details of the permanent artificial nighttime lighting to be used post-construction. The

direct and indirect impacts of temporary and permanent artificial nighttime lighting on biological resources, including migratory birds that fly at night, bats, and other nocturnal and crepuscular wildlife, should be analyzed, and appropriate avoidance and minimization measures to reduce impacts to less than significant should be included in a revised MND.

**Evidence impact would be significant:** Artificial nighttime lighting often results in light pollution, which has the potential to significantly and adversely affect fish and wildlife. Artificial lighting alters ecological processes including, but not limited to, the temporal niches of species; the repair and recovery of physiological function; the measurement of time through interference with the detection of circadian and lunar and seasonal cycles; the detection of resources and natural enemies; and navigation.<sup>8</sup> Many species use photoperiod cues for communication (e.g., bird song<sup>9</sup>), determining when to begin foraging,<sup>10</sup> behavior thermoregulation,<sup>11</sup> and migration.<sup>12</sup> Phototaxis, a phenomenon which results in attraction and movement towards light, can disorient, entrap, and temporarily blind wildlife species that experience it.<sup>13</sup> Conversely, other species may have reduced foraging success or reduced nighttime activity in artificially illuminated environments.<sup>14</sup>

**Recommended Potentially Feasible Mitigation Measure:** Because of the potential for artificial nighttime light to negatively impact wildlife, CDFW recommends the MND be revised to include direct and indirect impacts of temporary artificial nighttime lighting proposed for construction and direct, indirect, and cumulative impacts of permanent installation of artificial nighttime lighting. The MND should also include specific avoidance and minimization measures to ensure that impacts to wildlife are reduced to less than significant. Absent an analysis, CDFW recommends the City include the following mitigation measure in a revised MND:

#### **MM BIO-[3]: Artificial Nighttime Light**

**During Project construction and the lifetime operations of the Project, the City and Project proponent shall eliminate all nonessential lighting throughout the Project area and avoid or limit the use of artificial light at night during the hours of dawn and dusk when many wildlife species are most active. The City and Project proponent shall ensure that temporary lighting for Project activities is shielded, cast downward and directed away from surrounding open-space and agricultural areas, reduced in intensity to the greatest extent possible, and does not result in lighting trespass including glare into surrounding areas or upward into the night sky (see the International Dark-Sky Association standards at <http://darksky.org/>). The City and Project proponent shall ensure use of LED lighting with a correlated color temperature of 3,000 Kelvins or less, proper disposal of hazardous waste, and recycling of lighting that contains toxic compounds with a qualified recycler.**

## **ENVIRONMENTAL DATA**

CEQA requires that information developed in environmental impact reports and negative declarations be incorporated into a database which may be used to make subsequent or supplemental environmental determinations. (Pub. Resources Code, § 21003, subd. (e).) Accordingly, please report any special status species and natural communities detected during Project surveys to the California Natural Diversity Database (CNDDDB). The CNDDDB

<sup>8</sup> Gatson, K. J., Bennie, J., Davies, T., Hopkins, J. 2013. The ecological impacts of nighttime light pollution: a mechanistic appraisal. *Biological Reviews*

<sup>9</sup> Miller, M. W. 2006. Apparent effects of light pollution on singing behavior of American robins. *The Condor* 108:130–139

<sup>10</sup> Stone, E. L., G. Jones, and S. Harris. 2009. Street lighting disturbs commuting bats. *Current Biology* 19:1123–1127. Elsevier Ltd.

<sup>11</sup> Beiswenger, R. E. 1977. Diet patterns of aggregative behavior in tadpoles of *Bufo americanus*, in relation to light and temperature. *Ecology* 58:98–108.

<sup>12</sup> Longcore, T., and C. Rich. 2004. Ecological light pollution – Review. *Frontiers in Ecology and the Environment* 2:191–198.

<sup>13</sup> Longcore, T., and C. Rich. 2004. Ecological light pollution

<sup>14</sup> Gatson, K. J., Bennie, J., Davies, T., Hopkins, J. 2013. The ecological impacts of nighttime light pollution

field survey form can be filled out and submitted online at the following link: <https://wildlife.ca.gov/Data/CNDDDB/Submitting-Data>. The types of information reported to CNDDDB can be found at the following link: <https://www.wildlife.ca.gov/Data/CNDDDB/Plants-and-Animals>.

## ENVIRONMENTAL DOCUMENT FILING FEES

The Project, as proposed, would have an impact on fish and/or wildlife, and assessment of environmental document filing fees is necessary. Fees are payable upon filing of the Notice of Determination by the Lead Agency and serve to help defray the cost of environmental review by CDFW. Payment of the environmental document filing fee is required in order for the underlying project approval to be operative, vested, and final. (Cal. Code Regs, tit. 14, § 753.5; Fish & G. Code, § 711.4; Pub. Resources Code, § 21089.)

## CONCLUSION

CDFW appreciates the opportunity to comment on the MND to assist the City of Fontana in identifying and mitigating Project impacts on biological resources.

Questions regarding this letter or further coordination should be directed to Amelia Viera, Environmental Scientist at (909) 544-2528 or [Amelia.Viera@wildlife.ca.gov](mailto:Amelia.Viera@wildlife.ca.gov).

Sincerely,

DocuSigned by:  
  
84F92FFEEFD24C8...

Kim Freeburn  
Environmental Program Manager

ec: Eric Kawamura-Chan  
Senior Environmental Scientist, Supervisor  
[Eric.Chan@wildlife.ca.gov](mailto:Eric.Chan@wildlife.ca.gov)

Office of Planning and Research  
State Clearing House, Sacramento  
[state.clearinghouse@opr.ca.gov](mailto:state.clearinghouse@opr.ca.gov)

Attachments

Attachment A: MMRP for CDFW – Proposed Mitigation Measures

# Planning Commission Meeting of 11/18/2025 Public Comment for PH-B

November 17, 2025

Mr. DiTanyon Johnson  
City of Fontana Planning Department  
8353 Sierra Avenue  
Fontana, CA 92335

Via Email [djohnson@fontanaca.gov](mailto:djohnson@fontanaca.gov), [rleung@fontanaca.gov](mailto:rleung@fontanaca.gov) and [Planning@fontanaca.gov](mailto:Planning@fontanaca.gov)

**Subject:** Letter in Response to Master Case NO. 24-0060, General Plan Amendment (GPA) 24-0004, General Plan Amendment (GPA) 24-0007, Zone Change Amendment (ZCA) 24-0004, Zone Change Amendment (ZCA) 24-0006, Tentative Tract Map NO. 24-0009 (TTM 20712), Conditional Use Permit (CUP), and 24-0023 Design Review Project (DRP) 24-0031

To the Planning Commission, City Council and Staff,

Thank you for the opportunity to review and provide comments on the Fontana Walnut Residential Project (FWRP), which is on the Planning Commission agenda for November 18, 2025. The FWRP includes the residential development site located at the intersection of Knox Avenue and S. Highland Avenue in the northern part of the City, and two upzone parcels (identified as APNs 0194-391-20 and 0256-131-16; upzone properties/subject parcels) located in the southeastern portion of City of Fontana. The subject parcels have been identified and analyzed as part of the FWRP and Mitigated Negative Declaration (IS/MND) as upzoned parcels to accommodate the net loss of units associated with the proposed rezoning/downzoning of the residential development site, as described further below.

The FWRP site (residential development site) is currently zoned R-4 (Multi-Family Medium/High Density Residential), which is intended for higher density multi-family development of up to 39 units per acre. According to the IS/MND for FWRP, based on the current zoning, using the mid-range density (31.55 du/ac), approximately 963 units could be developed on the 30.53 (net) acre site. The FWRP proponent is proposing a Zone Change and General Plan Amendment to rezone the FWRP site from R-4 to R-3, which reduces the number of residential units that could be developed on-site. The FWRP includes a request to approve a development of 393 units. **Thus reducing the mid-range development potential for the site by 570 units.**

The subject parcels are identified as APNs 0194-391-20 and 0256-131-16. The parcels are located in the southeastern portion of City of Fontana, San Bernardino County, California. They are bounded by Jurupa Avenue to the north; Locust Avenue to the east; a utility easement to the south; and a single-family residential community to the west.

Unbeknownst to the property ownership of the subject parcels, the City identified the two subject parcels as Upzone Properties to accommodate the loss of the units associated with the FWRP.

The request includes upzoning these two parcels, totaling 56.1 acres, from Residential Planned Community (R-PC; 3.0-6.4 du/ac) to Multi Family Medium/High Density Residential (R-4; 24.1-39.0 du/ac). The proposed upzone is required by the City to offset the proposed downzoning of the 30.53-acre FWRP site from R-4 to R-3 in order to comply with Senate Bill 330 (Housing Crisis Act of 2019) and to meet the City’s Regional Housing Needs Assessment (RHNA) required by the California Department of Housing and Community Development. The residential development potential for the Upzone Properties would increase from a mid-range of 264 units under the existing zone (R-PC) to a mid-range of 1,770 units under the proposed zone (R-4) which would increase the residential development potential of the Upzone Properties by approximately 1,506 units.

| Zoning     | DU Range/Acre | DU Average/Acre | Acres | DUs   |
|------------|---------------|-----------------|-------|-------|
| R-PC       | 3.0-6.4       | 4.7             | 56.1  | 264   |
| R-4        | 24.1-39.0     | 31.55           | 56.1  | 1,770 |
| Difference |               |                 |       | 1,506 |

The high level of residential density, attached residential unit type and zoning designation, however, is not in line with the vision held by property ownership for the subject parcels. Entitlement, development, and market experts, advised property ownership that an R-2 (5.1-12 units per acres) development is the most appropriate zoning designation for these two parcels based on their location, lack of nearby amenities, development costs, and other key factors. For the 56.1 acres comprising the two parcels, this would equate to a mid-range of 480 units under the R-2 zone. Upzoning to the R-2 zoning would accommodate a portion of the required loss of 570 units not realized as part of the FWRP and would accommodate the required density of the existing parcels. The R-2 zoning would meet the intent of the Housing Element requirement, would be consistent with the General Plan, and would be acceptable to the property ownership.

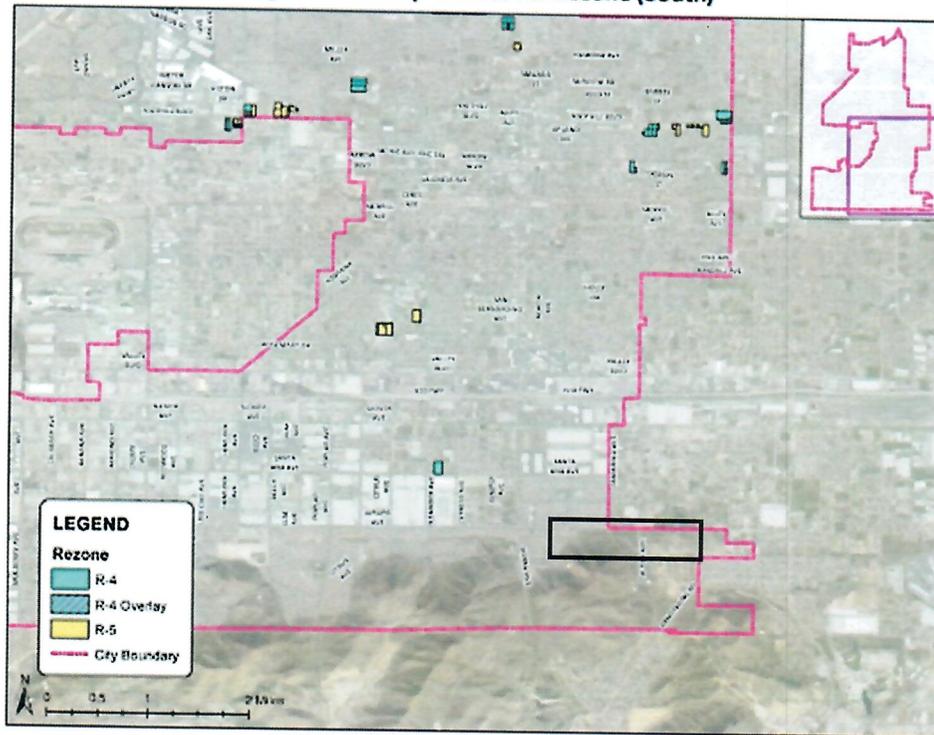
| Zoning | DU Range/Acre | DU Average/Acre | Acres | DUs |
|--------|---------------|-----------------|-------|-----|
| R-2    | 5.1-12        | 8.55            | 56.1  | 480 |

Furthermore, various data and factors support the ownership-favored zoning of R-2, or a combination thereof.

**Fontana 6<sup>th</sup> Cycle Housing Element Update (2021-2029)**

- Page 3-152: the subject parcels were not identified as R-4, R-4 Overlay or R-5 Rezone sites.

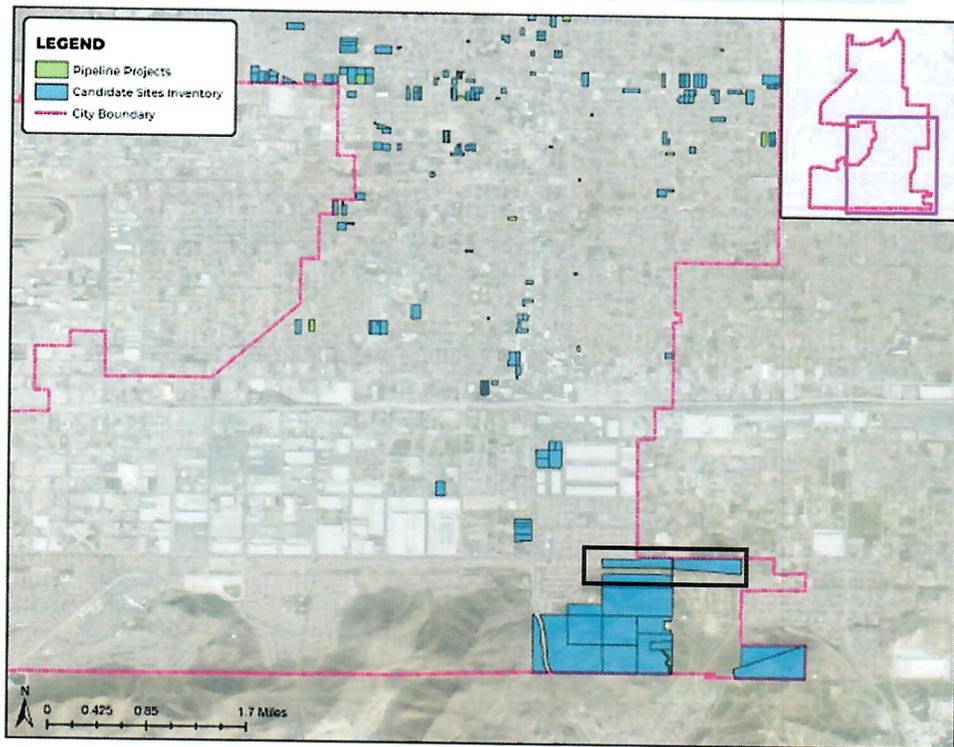
Figure 3-37: Map of Sites for Rezone (South)



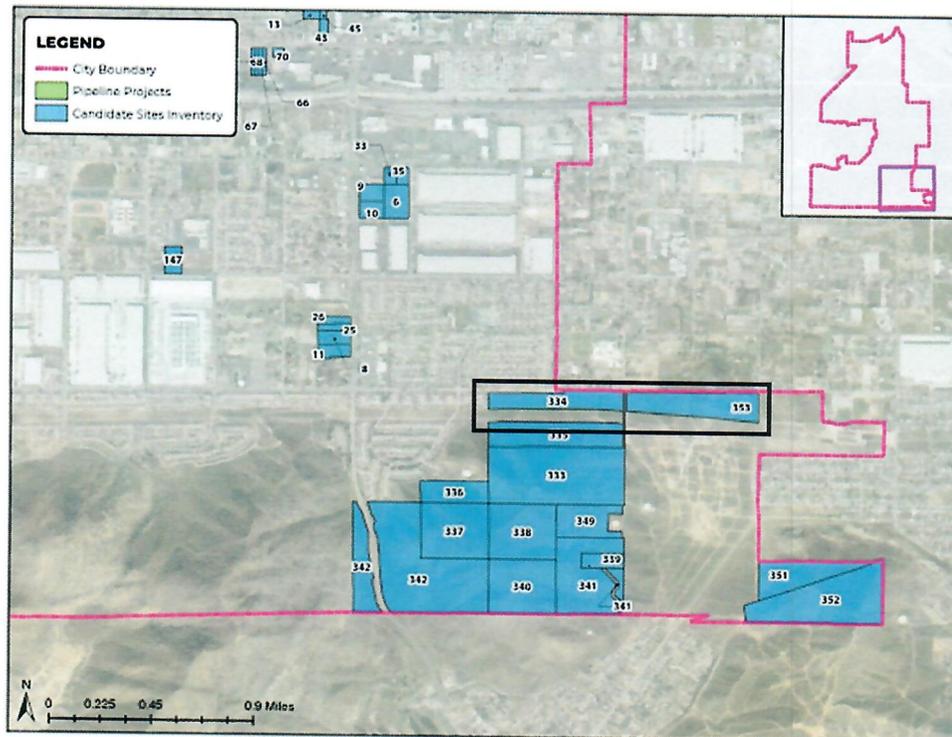
According to the HEU, the City has identified 138 parcels for re-zone to the R-4 residential district in order to accommodate additional low and very low-income housing units. The identified parcels are vacant or underutilized or are within neighborhoods where the R-4 zone is appropriate. In total the proposed up-zoned parcels can accommodate 5,000 units, of which 3,019 are estimated to be affordable to Low and Very Low-income households.

- Page 3-156: in the inventory of sites, the subject parcels were identified as Candidate Sites.

Figure 3-39: Inventory of Sites (South)



- Page B-77: the subject parcels are identified as Candidate Sites 334 and 353.



| Unique ID | APN       | APN JOIN  | Property Owner | General Plan Land Use | Zone | FBC Sub-zone | Specific Plan | Area (AC) | Size Criteria | Identified in a Previous Cycle | Max Density | Expected Density | Existing Residential Units | Vacant (Yes/No) | Rezone/Upzone Opportunity | Rezone Density | Net Units (Total) | Net Affordable | Net Above Moderate | Notes and Existing Use Updated |
|-----------|-----------|-----------|----------------|-----------------------|------|--------------|---------------|-----------|---------------|--------------------------------|-------------|------------------|----------------------------|-----------------|---------------------------|----------------|-------------------|----------------|--------------------|--------------------------------|
| 334       | 019439120 | 019439120 | ETAL           | R-PC                  | R-PC | --           |               | 23.73     | NA            | --                             | 6.4         | 3.5              | 0                          | 0               | No rezone                 | --             | 82                | 0              | 0                  | 82 Vacant                      |
| 353       | 025613116 | 025613116 | N              | R-PC                  | R-PC | --           |               | 32.44     | NA            | --                             | 6.4         | 3.5              | 0                          | 0               | No rezone                 | --             | 112               | 0              | 0                  | 112 Vacant                     |

Source: Table B-16; <https://www.fontanaca.gov/DocumentCenter/View/37230/Certified-Housing-Element?bidid=>

As indicated above, neither parcel was identified for upzoning in the City's HEU.

- CAL FIRE Fire Hazard Severity Zone Viewer  
(<https://experience.arcgis.com/experience/6a9cb66bb1824cd98756812af41292a0>)



As indicated in the above graphic, the subject parcels are located within a very high fire hazard severity zone (VHFHSZ) within a local responsibility area. The R-2 zone allows for single-family detached dwelling units. While not fact based, several single-family detached dwelling units would realize more defensible space than multiple dwelling units within a single multi-family residential building. The separation provided by a single-family home's lot and defensible space helps mitigate the "home-to-home ignition" threat more effectively than attached homes where flames can go horizontal in high winds. Access/egress from a single-family home may also be safer in case of an emergency versus that of a high-density development. The R-4 zone does not allow for new single-family construction (detached or attached) nor is a subdivision permitted for the purpose of development of single-family residential lots. It permits multiple-family dwelling units.

Overall, given that the City's HEU did not identify the subject parcels for upzoning to the R-4 zone; the HEU did identify numerous other adequate sites for potential R-4 upzoning that could have been considered for the FWRP; the overcompensation of units elicited by the R-4 upzone by the FWRP; potential safety concerns for development of multiple-family residences within a VHFHSZ; and the deviation from ownership's vision for the subject parcels, ownership kindly requests that the Planning Commission reconsider the upzoning of the subject parcels to the R-4 zone as part of the FWRP, and instead consider R-2 zoning to better align with the ownership's and the City's vision (based on the HEU) for the subject parcels.

Should you have any questions, or wish to discuss this further prior to tomorrow's scheduled meeting, I may be reached at 828-329-6348 or via email at [Cecilia@flavor1st.com](mailto:Cecilia@flavor1st.com). I would appreciate confirmation that you received this letter and that it will be entered into the record for discussion in tomorrow's planning meeting.

Best Regards,

Cecilia Tudor Rose  
General Partner for Dica Partners



## NOTICE OF PUBLIC HEARING

In compliance with Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132) and the federal rules and regulations adopted in implementation thereof, the Agenda will be made available in appropriate alternative formats to persons with a disability. Should you need special assistance to participate in this meeting, please contact the City Clerk's Department by calling (909) 350-7602. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

A PUBLIC HEARING HAS BEEN SCHEDULED BEFORE THE CITY COUNCIL OF THE CITY OF FONTANA FOR THE FOLLOWING:

**Master Case No. 24-0060, General Plan Amendment (GPA) No. 24-0004, Zone District Map Amendment (ZCA) No. 24-0004, Tentative Tract Map (TTM) No. 24-0009 (TTM No. 20712), Conditional Use Permit (CUP) No. 24-0023, and Design Review (DRP) No. 24-0031:** A request to amend the General Plan land use designation from Multi-Family Medium/High Residential (R-MFMH) to Multi-Family Residential (R-MF) and a Zoning District Map amendment to amend the zoning from Multi-Family Medium/High Density Residential (R-4) to Multi-Family Residential (R-3), a Tentative Tract Map to create a condominium map, a Conditional Use Permit to establish a Planned Unit Development (PUD), and a Design Review to review the architecture, site design and associated improvements for a new 393 multi-family unit development with site improvements, on approximately 31.0 gross acres. The proposed residential units would consist of two-story cluster homes, motor court homes, and townhomes. The unit mix would consist of 103 detached cluster units, 113 detached motor court units, and 177 attached townhomes. The residential development site would also include 786 garage parking spaces, 113 private driveway spaces, and 113 guest parking spaces.



**Environmental Determination:** Pursuant to Section No. 15070 of the California Environmental Act (CEQA) and pursuant to Section No. 6.04 of the 2019 Local Guidelines for Implementing CEQA an Initial Study (IS), Mitigated Negative Declaration (MND), and Mitigation Monitoring and Reporting Program has been prepared for this project.

**Location of Property:** The Project Site is located south of South Highland Avenue, west of Almeria Avenue, north of Walnut Avenue, and at the terminus of Knox Avenue (APNs: 0228-051-01, -14, -15, -16, -17, -19, -20, and -21; 0228-052-01, -25, -26, and -27, 0228-061-02 through -14, -16, -17, -18, -20 through -25, and 0228-311-05.)

**Date of Hearing:** December 9, 2025

**Place of Hearing:** City Hall Council Chambers  
8353 Sierra Avenue  
Fontana, CA 92335

**Time of Hearing:** 2:00 p.m.

The Initial Study and Mitigated Negative Declaration is available for public review at the Planning Department counter and on the City of Fontana's website, <https://fonopengislayers.fontana.org/WebLink/Browse.aspx?id=1824790&dbid=0&repo=FontanaRecords> Should you have any questions concerning this project, please contact Alexia Barberena, Associate Planner, at (909) 350-6568 or at [abarberena@fontanaca.gov](mailto:abarberena@fontanaca.gov).

ANY INTERESTED PARTY MAY APPEAR AND PRESENT ANY INFORMATION WHICH MAY BE OF ASSISTANCE TO THE CITY COUNCIL. A COPY OF THE APPLICATION AND ENVIRONMENTAL DOCUMENTATION IS AVAILABLE FOR INSPECTION IN THE PLANNING DEPARTMENT, CITY HALL.

IF YOU CHALLENGE IN COURT ANY ACTION TAKEN CONCERNING A PUBLIC HEARING ITEM, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE PUBLIC HEARING DESCRIBED IN THIS NOTICE, OR IN WRITTEN CORRESPONDENCE DELIVERED TO THE CITY AT, OR PRIOR TO, THE PUBLIC HEARING.

Publish: November 28, 2025

### **AVISO DE AUDIENCIA PÚBLICA**

En cumplimiento con la Sección No. 202 de la Acta de Americanos con Discapacidades de 1990 (42 USC Sec. 12132) y las reglas y regulaciones federales adoptadas en la implementación de esta, la agenda de esta audiencia estará disponible en formatos alternativos apropiados para las personas con una discapacidad. Si necesita asistencia especial para participar en esta audiencia, comuníquese con el Departamento de la Secretaría Municipal llamando al (909) 350 -7602. La notificación deberá realizarse 48 horas antes de la audiencia para permitir que la Ciudad haga arreglos razonables para garantizar la accesibilidad a esta audiencia.

SE HA PROGRAMADO UNA AUDIENCIA PÚBLICA ANTE EL CONCEJO MUNICIPAL DE LA CIUDAD DE FONTANA PARA LO SIGUIENTE:

**MCN No. 24-0060; GPA No. 24-0004; ZCA No. 24-0004; TTM No. 24-0009 (20712); CUP No. 24-0023; and  
DRP No. 24-0031**

Una solicitud para modificar la designación de uso de suelo del Plan General de Residencial Multifamiliar

Medio/Alto (R-MFMH) a Residencial Multifamiliar (R-MF) y una enmienda al Mapa del Distrito de Zonificación para modificar la zonificación de Residencial de Densidad Media/Alta Multifamiliar (R-4) a Residencial Multifamiliar (R-3), un Mapa de Lotes Tentativo (Tentative Tract Map - TTM) para crear un mapa de condominios, un Permiso de Uso Condicional (Conditional Use Permit - CUP) para establecer un Desarrollo de Unidad Planificada (Planned Unit Development - PUD), y una Revisión de Diseño (Design Review - DRP) para revisar la arquitectura, el diseño del sitio y las mejoras asociadas para un nuevo desarrollo de 393 unidades multifamiliares con mejoras del sitio, en aproximadamente 31.0 acres. Las unidades residenciales propuestas consistirían en casas agrupadas de dos pisos (*cluster homes*), casas con patio para vehículos (*motor court homes*), y casas adosadas (*townhomes*). La mezcla de unidades consistiría en 103 unidades agrupadas separadas (*detached cluster units*), 113 unidades separadas con patio para vehículos (*detached motor court units*), y 177 casas adosadas adjuntas (*attached townhomes*). El sitio de desarrollo residencial también incluiría 786 plazas de aparcamiento en garaje, 113 plazas privadas en la entrada (*driveway spaces*), y 113 plazas de aparcamiento para visitantes.

**Determinación Ambiental:** De conformidad con la Sección No. 15070 de la Ley Ambiental de California (CEQA) y de conformidad con la Sección No. 6.04 de las Directrices Locales de 2019 para la Implementación de CEQA, se ha preparado un Estudio Inicial (EI) (*Initial Study - IS*), una Declaración Negativa Mitigada (DNM) (*Mitigated Negative Declaration - MND*), y un Programa de Monitoreo y Presentación de Informes de Mitigación (PMPIM) (*Mitigation Monitoring and Reporting Program*) para este proyecto.

**Ubicación de la Propiedad :** El Sitio del proyecto está ubicado al sur de South Highland Avenue, al oeste de Almeria Avenue, al norte de Walnut Avenue, y en el final (o término) de Knox Avenue (APNs: 0228-051-01, -14, -15, -16, -17, -19, -20, and -21; 0228-052-01, -25, -26, and -27, 0228-061-02 through -14, -16, -17, -18, -20 through -25, and 0228-311-05.)

**Fecha de Audiencia:** 9 de diciembre de 2025

**Lugar de Audiencia:** Ayuntamiento de la Ciudad de Fontana, 8353 Sierra Avenue, Fontana, CA 92335

**Hora de Audiencia:** 2:00 p.m.

El **Estudio Inicial** y la **Declaración Negativa Mitigada** están disponibles para revisión pública en el mostrador del Departamento de Planificación y en el sitio web de la Ciudad de Fontana:

<https://fonopengislayers.fontana.org/WebLink/Browse.aspx?id=1824790&dbid=0&repo=FontanaRecords>

Si tiene alguna pregunta sobre este proyecto, comuníquese al (909) 350-6728 o por correo electrónico al [planning@fontanaca.gov](mailto:planning@fontanaca.gov).

Cualquier persona o grupo interesado en aportar información lo puede hacer mediante una carta o correo electrónico dirigido a El Consejo Municipal al [publiccomments@fontanaca.gov](mailto:publiccomments@fontanaca.gov). La solicitud y la documentación Ambiental esta disponible para inspección en las Oficinas de Ayuntamiento de la Ciudad de Fontana.

Si usted contradice ante el tribunal cualquier acción tomada con respecto a un tema de la Audiencia Pública, usted puede estar limitado a plantear solamente aquellas cuestiones que usted o alguien mas planteo en la Audiencia Publica mencionada en este aviso o por correspondencia escrita a la Ciudad de Fontana antes de la fecha de la Audiencia establecida en este aviso.



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 25-0693

**Agenda #:** D.

**Agenda Date:** 12/9/2025

**Category:** Public Hearing

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**FROM:**

Engineering

**SUBJECT:**

Master Case No. (MCN) 25-0082: General Plan Amendment (GPA) No. 25-0001 and Municipal Code Amendment (MCA) No. 25-0012: General Plan Amendment to modify the Community Mobility and Circulation Element to incorporate the updated truck route map and modify existing policies and actions, as well as add new policies and actions under Goals 2 and 7 of the Circulation Element to meet the requirements of Assembly Bill 98; Fontana Municipal Code amendments to Chapter 17 (Motor Vehicles and Traffic), Article X (Truck Routes) to modify the listed city commercial truck route system to be consistent with the proposed Community Mobility and Circulation Element amendments, pursuant to an Addendum to the General Plan Final Environmental Impact Report (FEIR)

**RECOMMENDATION:**

1. Determine that this Ordinance is not a project pursuant to Sections 15162 and 15164 of the California Environmental Quality Act (CEQA) Guidelines and Section 8.06 of the City of Fontana's 2019 Local CEQA Guidelines, because this addendum to the General Plan Final Environmental Impact Report (FEIR) (State Clearinghouse [SCH] No. 2016021099) does not propose any major revisions to the General Plan FEIR and no new additional impacts beyond what was anticipated have been identified, and direct staff to file a Notice of Determination; and
2. Adopt **Resolution No. 2025-110** (General Plan Amendment Cycle No. 2 of 2025), a Resolution of the City Council of the City of Fontana approving General Plan Amendment No. 25-0001, amending the City of Fontana General Plan Community Mobility and Circulation Element to incorporate the updated truck route map and modify existing policies and actions, as well as add new policies and actions under Goal 2 of the Circulation Element to meet the requirements of Assembly Bill 98; and
3. Read by title only, waive further reading of, and introduce **Ordinance No. 1978**, an Ordinance of the City Council of the City of Fontana approving Master Case No. 25-0082 and Municipal Code Amendment No. 25-0012, amending Chapter 17 (Motor Vehicles and Traffic), Article X (Truck Routes) to modify the listed city commercial truck route system to be consistent with the proposed Community Mobility and Circulation Element amendments; and that the reading of the title constitutes the first reading thereof.

**COUNCIL GOALS:**

- To increase citizen involvement by seeking community input.
- To increase citizen involvement by informing the public about issues, program, and accomplishments.

- To increase citizen involvement by providing the community with information on development projects.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by focusing on relief of traffic congestion.

## **DISCUSSION:**

On September 24, 2024, Assembly Bill (AB) 98 was signed into law requiring all cities and counties in the warehouse concentration region, which includes Fontana, to update their General Plan Circulation Elements with specific requirements for truck routes. More specifically, AB 98 requires the City to identify and establish specific travel routes for the transport of goods, materials, or freight for storage, transfer, or redistribution to safely accommodate truck traffic and avoid residential areas and sensitive receptors. The City is also required to maximize the use of interstate or state-divided highways as preferred routes for truck routes, and maximize use of arterial roads, major thoroughfares, and predominantly commercially oriented City streets when state or interstate highways are not utilized. The law's Circulation Element requirement goes into effect by January 1, 2028. However, jurisdictions in the State's warehouse concentration region, such as the City of Fontana, must meet this requirement by January 1, 2026.

The City's Community Mobility and Circulation Element is proposed to be amended primarily to incorporate AB 98 requirements for a designated truck-route network, while keeping the broader multi-modal framework established in the Fontana Forward General Plan Update 2015-2035. The City's existing Truck Route Map (Exhibit 9.7, Truck Routes) would be updated to shift truck traffic away from residential uses and sensitive receptors to major City streets and state freeways and highways, while improving direct connectivity between regional transportation facilities and industrial and related uses. The update also clarifies what facilities are officially part of the City-controlled local truck route network, removing references to streets under the jurisdiction of the County of San Bernardino or cities adjacent to Fontana. The proposed updated truck route network would continue to provide access for industrial and similar uses, with parcels being within a short drive to either local or regional truck routes.

In addition, the General Plan Amendment proposes minor text changes to existing policies and actions in the Community Mobility and Circulation Element, as well as the addition of new policies and actions. The changes and additions would further address AB 98 requirements to provide specific truck route requirements and avoid residential areas and sensitive receptors, as well as direct the City towards meeting other AB 98 requirements. A detailed summary of the proposed text changes to General Plan policies and actions is provided within Attachment No. 1.

Chapter 17, Article X of the City's Municipal Code would modify the listed city commercial truck route system to be consistent with the proposed Community Mobility and Circulation Element amendments. A detailed summary of the proposed text changes to the Municipal Code is provided within Attachment No. 2.

As part of the process, the City engaged with community members and stakeholders. The engagement process consisted of three components. First, as part of Senate Bill 18 (SB 18)

requirements, staff mailed local California Native American tribes to inform them of these changes and allow them to request further consultation. Second, online map surveys provided an opportunity for the public to comment on the proposed changes to the truck route map. Four versions of the survey were available: English- and Spanish-language surveys for residents and community members, and English- and Spanish-language surveys for industrial/logistics stakeholders. Third, virtual workshops were held to provide an additional opportunity to provide input. Two workshops were held - one for residents and community members, and one for industrial/logistics stakeholders. Social media and direct email communication were used to notify individuals and groups of the surveys and workshops.

### **Background**

The project was considered by the Planning Commission at a duly noticed public hearing on November 18, 2025. Upon conclusion of the public hearing, the Planning Commission voted 4-0 to adopt Resolution PC No. 2025-046, thereby forwarding a recommendation of approval to the City Council.

### **General Plan Amendment No. 25-0001**

General Plan Amendment No. 25-0001 amends the Community Mobility and Circulation Element, as summarized below. A detailed list of the proposed amendments is provided within the City Council Resolution provided as Attachment No. 1.

### **Municipal Code Amendment No. 25-0012**

Municipal Code Amendment No. 25-0012 provides updates to Chapter 17 (Motor Vehicles and Traffic), Article X (Truck Routes) to modify the listed city commercial truck route system to be consistent with the proposed Community Mobility and Circulation Element amendments, as summarized below. A detailed list of the proposed amendments is provided within the City Council Ordinance provided as Attachment No. 2.

### **Environmental**

Pursuant to Sections 15162 and 15164 of the California Environmental Quality Act (CEQA) Guidelines and Section 8.06 of the City of Fontana's 2019 Local CEQA Guidelines, an Addendum to the General Plan Final Environmental Impact Report (FEIR) (State Clearinghouse [SCH] No. 2016021099) has been prepared for this proposed project. The aforementioned FEIR was adopted by the City Council on November 13, 2018, and this project does not propose any major revisions to the General Plan FEIR and none of the conditions described in State CEQA Guidelines Section 15162 calling for the preparation of additional CEQA documentation has occurred. This Addendum to this FEIR determined that there are no new additional impacts beyond what was anticipated in the environmental document mentioned above. The General Plan FEIR Addendum can be found at <<https://www.fontanaca.gov/2137/Environmental-Documents>>

### **FISCAL IMPACT:**

There is no fiscal impact associated with the approval of this item.

### **MOTION:**

Approve staff recommendation.

### **ATTACHMENTS:**

- Attachment No. 1 - Resolution for General Plan Amendment
- Attachment No. 2 - Ordinance for Municipal Code Amendment
- Attachment No. 3 - Planning Commission Packet for November 18, 2025
- Attachment No. 4 - Draft Planning Commission Minutes
- Attachment No. 5 - Notice of Determination
- Attachment No. 6 - Public Hearing Notice

## RESOLUTION NO. 2025-110

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, PURSUANT TO THE ADOPTION OF AN ADDENDUM TO THE GENERAL PLAN ENVIRONMENTAL IMPACT REPORT, ADOPTING GENERAL PLAN AMENDMENT NO. 25-0001 TO AMEND CHAPTER 9 OF THE GENERAL PLAN.

**WHEREAS**, on September 29, 2024, the State of California enacted Assembly Bill 98 (“AB 98”); and

**WHEREAS**, AB 98 establishes statewide standards and planning requirements intended to ensure that the development and operation of warehouses and logistics facilities occur in a manner that minimizes adverse impacts on surrounding communities and sensitive receptors; and

**WHEREAS**, the law identifies certain jurisdictions, including those located within the State’s “warehouse concentration region,” as being required to complete these Circulation Element updates by January 1, 2026, while all other jurisdictions must comply by January 1, 2028; and

**WHEREAS**, the City of Fontana (“City”) is located within the State-designated warehouse concentration region as defined by AB 98 and, as such, is required to update its Circulation Element to comply with the bill’s truck route planning requirements by January 1, 2026; and

**WHEREAS**, in compliance with AB 98, the City initiated General Plan Amendment (“GPA”) No 25-0001 to amend Chapter 9 (“Community Mobility and Circulation”) of the City of Fontana General Plan (“General Plan”), thereby incorporating an updated truck route and effectuating necessary modifications, and additions, to existing policies and actions under Goals 2 and 7; and

**WHEREAS**, the City also initiated Municipal Code Amendment (“MCA”) No. 25-0012 to modify Chapter 17 (“Motor Vehicles and Traffic”) of the Fontana Municipal Code (“FMC”) to ensure the listed city commercial truck route system is consistent with the amendments to the General Plan; and

**WHEREAS**, the proposed General Plan and Municipal Code amendments are collectively considered a “Project” as defined by the California Environmental Quality Act (CEQA); and

**WHEREAS**, an Addendum to the City of Fontana General Plan Environmental Impact Report (State Clearinghouse [SCH] No. 2016020199) (“FEIR”) which was adopted by the City Council on November 13, 2018 has been prepared for this proposed project pursuant to Sections 15162 and 15164 of the CEQA Guidelines and Section 8.06 of the City of Fontana’s 2019 Local CEQA Guidelines; and

**WHEREAS**, a duly noticed public hearing was held by the City of Fontana Planning Commission (“Planning Commission”) was held on November 18, 2025, at which time all interested persons were given an opportunity to be heard concerning GPA No. 25-0001 and MCA No. 25-0012; and

**WHEREAS**, after conducting the duly noticed public hearing and considering all written and oral testimony presented, the Planning Commission voted to recommend approval of GPA No. 25-0001 and MCA No. 25-0012 to the City Council; and

**WHEREAS**, by ensuring that the City’s planning and zoning regulations are consistent with State law, the amendments substantially promote the goals of the General Plan by protecting public welfare and providing clear guidance for future land use decisions; and

**WHEREAS**, all legal prerequisites to the adoption of this Resolution have been met.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Fontana, California, as follows:

**Section 1.** The above recitals are true, correct and by this reference incorporated herein.

**Section 2.** The City Council has reviewed and considered the City of Fontana General Plan EIR and Addendum, any oral or written comments received, and the administrative record prior to making any decision on the Proposed Project. The City Council finds that the Addendum and City of Fontana General Plan EIR contain a complete and accurate reporting of all of the environmental impacts associated with the Project. The City Council further finds that the Addendum has been completed in compliance with the State CEQA Guidelines and Section 8.06 of the City of Fontana’s 2019 Local Guidelines for Implementing CEQA.

**Section 3.** Having considered the Addendum, the administrative record, the City of Fontana General Plan EIR and all written and oral evidence presented to the City Council, the City Council finds that all environmental impacts of the proposed project have been addressed within the City of Fontana General Plan EIR and the Addendum. The City Council finds that no new or additional mitigation measures or alternatives are required. The City Council further finds that there is no substantial evidence in the administrative record that the project may result in any significant environmental impacts beyond those analyzed in the City of Fontana General EIR. The City Council finds that the Addendum contains a complete, objective, and accurate reporting of the environmental impacts associated with the project and reflects the independent judgment and analysis of the City Council.

**Section 4.** The City Council adopts the Addendum to the EIR for the City of Fontana General Plan (SCH No. 2016021099) and Mitigation, Monitoring, and Reporting Program (MMRP) that have been prepared pursuant State CEQA Guidelines Sections

15162 and 15164 along with the City of Fontana's 2019 Local Guidelines for Implementing CEQA and direct staff to file and post a Notice of Determination.

**Section 5.** After receiving the recommendation of the Planning Commission and considering all written and oral testimony presented at the public hearing, the City Council finds that GPA No. 25-0001 is necessary to update the General Plan to reflect the current desires and needs of the citizens for the long-term growth of the City. The City Council further finds that the amendment to Chapter 9 of the General Plan is required to comply with the requirements of AB 98, as detailed in Exhibit A, which is attached hereto and incorporated herein by this reference. Based on these findings, the City Council hereby approves GPA No. 25-0001.

**Section 6.** This Resolution shall become effective immediately upon adoption.

**Section 7.** If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

**Section 8.** The City Clerk shall certify to the adoption of this Resolution.

**Section 9.** The documents and materials that constitute the record of proceedings on which this Resolution is based are located at the City Clerk's office located at 8353 Sierra Avenue, Fontana, CA 92335. The custodian of records is the City Clerk.

**APPROVED AND ADOPTED** this 9th day of December, 2025.

**READ AND APPROVED AS TO LEGAL FORM:**

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City Attorney

I, Germaine Key, City Clerk of the City of Fontana, California, do hereby certify that the foregoing resolution is the actual resolution duly and regularly adopted by the City of Fontana at a regular meeting thereof, held on this 9<sup>th</sup> day of December 2025, by the following vote, to-wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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City Clerk of the City of Fontana

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Mayor of the City of Fontana

**ATTEST:**

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City Clerk

**“EXHIBIT A”**

**AMENDMENT TO GENERAL PLAN CHAPTER 9: COMMUNITY MOBILITY AND CIRCULATION**

(\*Additions shown in underline, deletions shown in ~~strikeout~~)

**Goal 2: Fontana's street network is safe and accessible to all users, especially the most vulnerable such as children, youth, older adults and people with disabilities.**

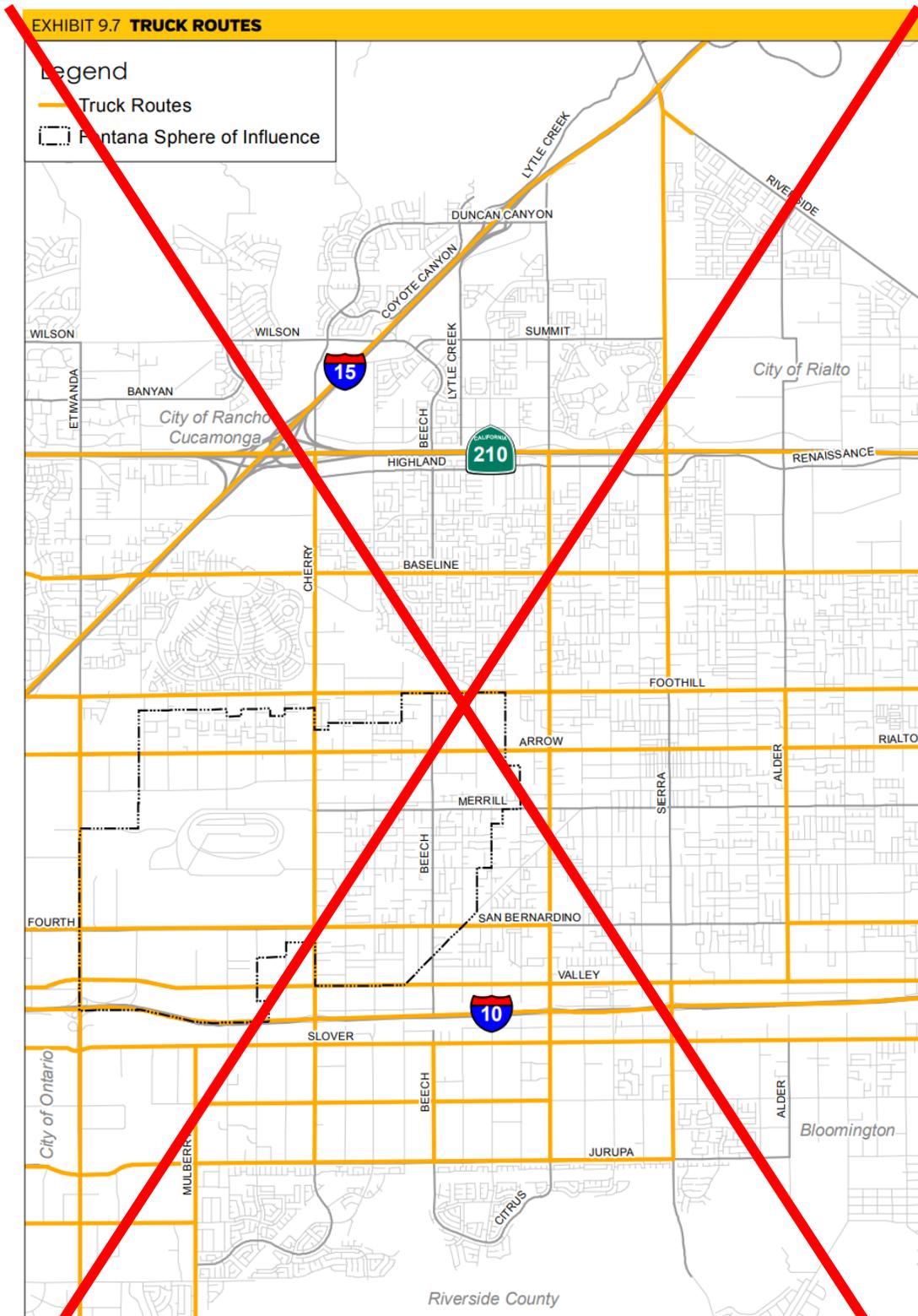
**POLICIES:**

- When constructing or modifying roadways, design the roadway space for use by all users when feasible, including motor vehicles, buses, bicyclists, mobility devices, and pedestrians, as appropriate for the context of the area.
- ~~Support~~ Maintain a designated truck routes network that avoids negative impacts on residential and commercial areas and other sensitive uses, while with arterial streets accommodating the efficient movement of trucks on designated truck routes and arterial streets.

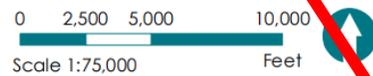
**ACTIONS:**

- G. Vigorously and consistently enforce speed limits, truck use of designated truck routes, and other traffic laws.
- O. Develop and maintain a citywide system of clear and conspicuous signage denoting truck routes and other truck requirements and restrictions.
- P. Maintain an up-to-date online map of citywide truck routes, and make available maps and source data to local warehouse operators, fleet operators, and truck drivers.
- Q. Regularly review the citywide truck route map to see if changes in land use or other conditions require updates to accommodate truck access and avoid sensitive uses.

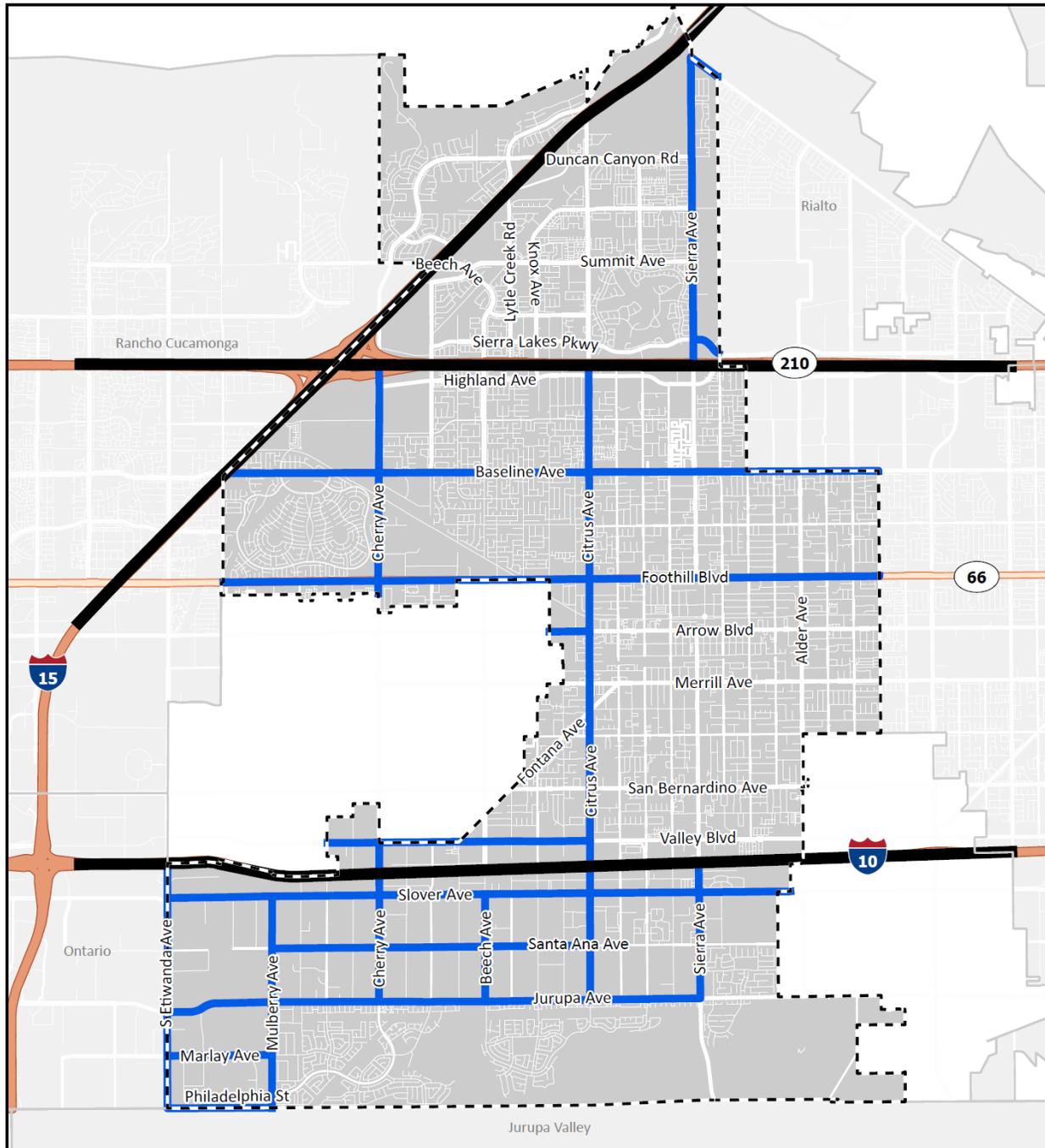
### EXHIBIT 9.7 TRUCK ROUTES



**Truck Network**  
March, 2017  
Data source: City of Fontana, 2014

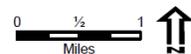


### EXHIBIT 9.7 TRUCK ROUTES



**Legend**

-  City of Fontana
-  Other Incorporated Areas
-  City of Fontana Local Truck Routes
-  Freeways and Highways



Sources: San Bernardino County GIS; ESRI Community Map. Map date: August 13, 2025.

**ORDINANCE NO. 1978**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, PURSUANT TO THE ADOPTION OF AN ADDENDUM TO THE GENERAL PLAN ENVIRONMENTAL IMPACT REPORT, ADOPTING MUNICIPAL CODE AMENDMENT NO. 25-0012 TO AMEND CHAPTER 17 OF THE FONTANA MUNICIPAL CODE TO ESTABLISH A TRUCK ROUTE NETWORK CONSISTENT WITH THE REQUIREMENTS OF ASSEMBLY BILL 98**

**WHEREAS**, on September 29, 2024, the State of California enacted Assembly Bill 98 (“AB 98”); and

**WHEREAS**, AB 98 establishes statewide standards and planning requirements intended to ensure that the development and operation of warehouses and logistics facilities occur in a manner that minimizes adverse impacts on surrounding communities and sensitive receptors; and

**WHEREAS**, the law identifies certain jurisdictions, including those located within the State’s “warehouse concentration region,” as being required to complete these Circulation Element updates by January 1, 2026, while all other jurisdictions must comply by January 1, 2028; and

**WHEREAS**, the City of Fontana (“City”) is located within the State-designated warehouse concentration region as defined by AB 98 and, as such, is required to update its Circulation Element to comply with the bill’s truck route planning requirements by January 1, 2026; and

**WHEREAS**, in compliance with AB 98, the City initiated General Plan Amendment (“GPA”) No 25-0001 to amend Chapter 9 (“Community Mobility and Circulation”) of the City of Fontana General Plan (“General Plan”), thereby incorporating an updated truck route and effectuating necessary modifications, and additions, to existing policies and actions under Goals 2 and 7; and

**WHEREAS**, the City also initiated Municipal Code Amendment (“MCA”) No. 25-0012 to modify Chapter 17 (“Motor Vehicles and Traffic”) of the Fontana Municipal Code (“FMC”) to ensure the listed city commercial truck route system is consistent with the amendments to the General Plan; and

**WHEREAS**, the proposed General Plan and Municipal Code amendments are collectively considered a “Project” as defined by the California Environmental Quality Act (CEQA); and

**WHEREAS**, an Addendum to the City of Fontana General Plan Environmental Impact Report (State Clearinghouse [SCH] No. 2016020199) (“FEIR”) which was adopted by the City Council on November 13, 2018 has been prepared for this proposed project pursuant to Sections 15162 and 15164 of the CEQA Guidelines and

Section 8.06 of the City of Fontana's 2019 Local CEQA Guidelines; and

**WHEREAS**, a duly noticed public hearing was held by the City of Fontana Planning Commission ("Planning Commission") was held on November 18, 2025, at which time all interested persons were given an opportunity to be heard concerning GPA No. 25-0001 and MCA No. 25-0012; and

**WHEREAS**, after conducting the duly noticed public hearing and considering all written and oral testimony presented, the Planning Commission voted to recommend approval of GPA No. 25-0001 and MCA No. 25-0012 to the City Council; and

**WHEREAS**, by ensuring that the City's planning and zoning regulations are consistent with State law, the amendments substantially promote the goals of the General Plan by protecting public welfare and providing clear guidance for future land use decisions; and

**WHEREAS**, all legal prerequisites to the adoption of this Ordinance have been met.

**THE CITY COUNCIL OF THE CITY OF FONTANA DOES ORDAIN AS FOLLOWS:**

**Section 1.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2.** The City Council has reviewed and considered the City of Fontana General Plan EIR and Addendum, any oral or written comments received, and the administrative record prior to making any decision on the Proposed Project. The City Council finds that the Addendum and City of Fontana General Plan EIR contain a complete and accurate reporting of all of the environmental impacts associated with the Project. The City Council further finds that the Addendum has been completed in compliance with the State CEQA Guidelines and Section 8.06 of the City of Fontana's 2019 Local Guidelines for Implementing CEQA.

**Section 3.** Having considered the Addendum, the administrative record, the City of Fontana General Plan EIR and all written and oral evidence presented to the City Council, the City Council finds that all environmental impacts of the proposed project have been addressed within the City of Fontana General Plan EIR and the Addendum. The City Council finds that no new or additional mitigation measures or alternatives are required. The City Council further finds that there is no substantial evidence in the administrative record that the project may result in any significant environmental impacts beyond those analyzed in the City of Fontana General EIR. The City Council finds that the Addendum contains a complete, objective, and accurate reporting of the environmental impacts associated with the project and reflects the independent judgment and analysis of the City Council.

**Section 4.** The City Council adopts the Addendum to the EIR for the City of Fontana General Plan (SCH No. 2016021099) and Mitigation, Monitoring, and Reporting

Program (MMRP) that have been prepared pursuant State CEQA Guidelines Sections 15162 and 15164 along with the City of Fontana's 2019 Local Guidelines for Implementing CEQA and direct staff to file and post a Notice of Determination.

**Section 5.** After receiving the recommendation of the Planning Commission and considering all written and oral testimony presented at the public hearing, the City Council finds that MCA No. 25-0012 is necessary to ensure the City's regulations remain current and responsive to the needs and desires of the community. The City Council further finds that the amendment is required to comply with the requirements of AB 98, as detailed in Exhibit A, which is attached hereto and incorporated herein by this reference, and that the modification is appropriate in the context of generally accepted planning principles, surrounding land uses, and the General Plan. Based on these findings, the City Council hereby approves MCA No. 25-0012.

**Section 6.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof, is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional. If for any reason any portion of this ordinance is found to be invalid by a court of competent jurisdiction, the balance of this ordinance shall not be affected.

**Section 7.** The documents and materials that constitute the record of proceedings on which this Ordinance is based are located at the City Clerk's office located at 8353 Sierra Avenue, Fontana, CA 92335. The custodian of these records is the City Clerk.

**Section 8.** This Ordinance shall be effective thirty days (30) following its adoption.

**Section 9.** The City Clerk shall certify to the adoption of this Ordinance. Not later than fifteen (15) days following the passage of this Ordinance, the Ordinance, or a summary thereof, along with the names of the City Council members voting for and against the Ordinance, shall be published in a newspaper of general circulation in the City of Fontana such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional. If for any reason any portion of this ordinance is found to be invalid by a court of competent jurisdiction, the balance of this ordinance shall not be affected.

**APPROVED AND ADOPTED** this 27<sup>th</sup> day of January, 2026.

**READ AND APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Ordinance is the actual Ordinance introduced at a regular meeting of said City Council on the 9th day of December, 2025 and was finally passed and adopted not less than five days thereafter on the 27th day of January, 2026, by the following vote to wit:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

\_\_\_\_\_  
City Clerk of the City of Fontana

\_\_\_\_\_  
Mayor of the City of Fontana

**ATTEST:**

\_\_\_\_\_  
City Clerk

**“EXHIBIT A”**

**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 17**

(\*Additions shown in underline, deletions shown in ~~strikeout~~)

**Chapter 17 – TRUCK ROUTES**

**Sec. 17-428. Street segments that are part of city commercial truck route system.**

|                                    |  |
|------------------------------------|--|
| <del>Alder Avenue</del>            | <del>Foothill Boulevard to Valley Boulevard</del>  |
| Arrow Boulevard                    | <del>Hex</del> <u>Almeria</u> Avenue to <del>Maple</del> <u>Citrus</u> Avenue                                    |
| Baseline Avenue                    | Interstate 15 to Maple Avenue  |
| <del>Beech Avenue</del>            | <del>Foothill Boulevard to Whittram Avenue</del>   |
| Beech Avenue                       | Slover Avenue to Jurupa Avenue   |
| Cherry Avenue                      | <del>Interstate 15</del> <u>State Route 210</u> to <del>Jurupa Avenue</del> <u>150 feet south of Owen Street</u> |
| <u>Cherry Avenue</u>               | <u>50 feet north of Andel Drive to Jurupa Avenue</u>   |
| Citrus Avenue                      | <del>Baseline Avenue</del> <u>State Route 210</u> to Jurupa Avenue   |
| Etiwanda Avenue                    | <del>¼ mile south of Whittram Avenue</del> <u>Interstate 10</u> to Philadelphia Avenue                           |
| Foothill Boulevard                 | East Avenue to Maple Avenue  |
| <del>Interstate 10</del>           | <del>Etiwanda Avenue to Alder Avenue</del>   |
| <del>Interstate 15</del>           | <del>Baseline Avenue to Sierra Avenue</del>  |
| <del>1-15 East Frontage Road</del> | <del>Cherry Avenue to Beech Avenue</del>   |
| Jurupa Avenue                      | Etiwanda Avenue to Sierra Avenue   |
| Marlay Avenue                      | Etiwanda Avenue to Mulberry Avenue   |
| Mulberry Avenue                    | Slover Avenue to Philadelphia Avenue   |

Ordinance No. 1978

|                                      |   |
|--------------------------------------|---|
| <a href="#">Philadelphia Avenue</a>  | <a href="#">Etiwanda Avenue to Mulberry Avenue</a>  |
| Riverside Avenue                     | Sierra Avenue to 1650 feet southeast of Sierra Avenue   |
| <del>State Route 30</del>            | <del>Interstate 15 to Palmetto Avenue</del>   |
| <del>San Bernardino Avenue</del>     | <del>Etiwanda Avenue to Citrus Avenue</del>   |
| <del>San Bernardino Avenue</del>     | <del>Alder Avenue to Locust Avenue</del>  |
| Santa Ana Avenue                     | Mulberry Avenue to Citrus Avenue  |
| Sierra Avenue                        | Interstate 15 to <del>Foothill Boulevard</del> <a href="#">State Route 210</a>                                  |
| Sierra Avenue                        | <del>Valley Boulevard</del> <a href="#">Interstate 10</a> to Jurupa Avenue                                      |
| <a href="#">Sierra Lakes Parkway</a> | <a href="#">Sierra Avenue to 525 feet east of Mango Avenue</a>  |
| Slover Avenue                        | Etiwanda Avenue to 660 feet west of Alder Avenue  |
| <del>South Highland Avenue</del>     | <del>Sierra Avenue to Palmetto Avenue</del>   |
| <del>South Highland Avenue</del>     | <del>West of Sierra Avenue (temporary—Route 30 construction)</del>  |
| <del>Summit Avenue</del>             | <del>Interstate 15 to Beech Avenue</del>  |
| Valley Boulevard                     | <del>Interstate 10</del> <a href="#">Banana Avenue</a> to <del>Alder Avenue</del> <a href="#">Citrus Avenue</a> |



Legislation Details (With Text)

**File #:** 25-0665      **Version:** 1      **Name:**  
**Type:** Public Hearing      **Status:** Agenda Ready  
**File created:** 11/6/2025      **In control:** Planning Commission  
**On agenda:** 11/18/2025      **Final action:**

**Title:** Master Case No. (MCN) 25-0082: General Plan Amendment (GPA) No. 25-0001 and Municipal Code Amendment (MCA) No. 25-0012: General Plan Amendment to modify the Community Mobility and Circulation Element to incorporate the updated truck route map and modify existing policies and actions, as well as add new policies and actions under Goals 2 and 7 of the Circulation Element to meet the requirements of Assembly Bill 98. Fontana Municipal Code amendments to Chapter 17 (Motor Vehicles and Traffic), Article X (Truck Routes) to modify the listed city commercial truck route system to be consistent with the proposed Community Mobility and Circulation Element amendments, pursuant to an Addendum to the General Plan Final Environmental Impact Report (FEIR).

**RECOMMENDATION:**  
Based on the information contained in this staff report, staff recommends that the Planning Commission adopt Resolution No. PC 2025-\_\_\_\_, and forward a recommendation to the City Council to:

1. Adopt the Addendum to the City of Fontana General Plan Final Environmental Impact Report (FEIR), and direct staff to file a Notice of Determination; and,
2. Adopt a resolution approving General Plan Amendment (GPA) No. 25-0001; and,
3. Adopt an ordinance approving Municipal Code Amendment (MCA) No. 25-0012.

**APPLICANT:**  
City of Fontana  
8353 Sierra Avenue  
Fontana, CA 92335

**LOCATION:**  
Citywide

**PROJECT PLANNER:**  
Ruben Hovanesian, Engineering Manager

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** 1. Attachment No. 1 - Planning Commission Resolution, 2. Attachment No. 2 - General Plan Updates and Additional Considerations Memo, 3. Attachment No. 3 - Notice of Determination, 4. Attachment No. 4 - Public Hearing Notice

| Date       | Ver. | Action By           | Action | Result |
|------------|------|---------------------|--------|--------|
| 11/18/2025 | 1    | Planning Commission | adopt  | Pass   |

**FROM:**  
Engineering

**TITLE:**

Master Case No. (MCN) 25-0082: General Plan Amendment (GPA) No. 25-0001 and Municipal Code Amendment (MCA) No. 25-0012: General Plan Amendment to modify the Community Mobility and Circulation Element to incorporate the updated truck route map and modify existing policies and actions, as well as add new policies and actions under Goals 2 and 7 of the Circulation Element to meet the requirements of Assembly Bill 98. Fontana Municipal Code amendments to Chapter 17 (Motor Vehicles and Traffic), Article X (Truck Routes) to modify the listed city commercial truck route system to be consistent with the proposed Community Mobility and Circulation Element amendments, pursuant to an Addendum to the General Plan Final Environmental Impact Report (FEIR).

**RECOMMENDATION:**

Based on the information contained in this staff report, staff recommends that the Planning Commission adopt Resolution No. PC 2025 - \_\_\_\_\_, and forward a recommendation to the City Council to:

1. Adopt the Addendum to the City of Fontana General Plan Final Environmental Impact Report (FEIR), and direct staff to file a Notice of Determination; and,
2. Adopt a resolution approving General Plan Amendment (GPA) No. 25-0001; and,
3. Adopt an ordinance approving Municipal Code Amendment (MCA) No. 25-0012.

**APPLICANT:**

City of Fontana  
8353 Sierra Avenue  
Fontana, CA 92335

**LOCATION:**

Citywide

**REQUEST:**

General Plan Amendment (GPA) No. 25-0001 - a request to amend the City of Fontana General Plan Community Mobility and Circulation Element to incorporate the updated truck route map and modify existing policies and actions, as well as add new policies and actions under Goal 2 of the Circulation Element to meet the requirements of Assembly Bill 98.

Municipal Code Amendment (MCA) No. 25-0012 - a request to amend Chapter 17 (Motor Vehicles and Traffic), Article X (Truck Routes) to modify the listed city commercial truck route system to be consistent with the proposed Community Mobility and Circulation Element amendments

**PROJECT PLANNER:**

Ruben Hovanesian, Engineering Manager

**BACKGROUND INFORMATION:**

On September 24, 2024, Assembly Bill (AB) 98 was signed into law requiring all cities and counties in the warehouse concentration region, which includes Fontana, to update their General Plan Circulation Elements with specific requirements for truck routes. More specifically, AB 98 requires the City to identify and establish specific travel routes for the transport of goods, materials, or freight for storage, transfer, or redistribution to safely accommodate truck traffic and avoid residential areas and

sensitive receptors. The City is also required to maximize the use of interstate or state divided highways as preferred routes for truck routes, and maximize use of arterial roads, major thoroughfares, and predominantly commercially oriented City streets when state or interstate highways are not utilized. The law's Circulation Element requirement goes into effect by January 1, 2028. However, jurisdictions in the State's warehouse concentration region (such as the City of Fontana) must meet this requirement by January 1, 2026

**PROJECT DESCRIPTION:**

General Plan Amendment No. 25-0001 amends the Community Mobility and Circulation Element, as summarized below. A detailed list of the proposed amendments is provided within Exhibit "A" of the Planning Commission Resolution provided as Attachment No. 1.

Municipal Code Amendment No. 25-0012 provides updates to Chapter 17 (Motor Vehicles and Traffic), Article X (Truck Routes) to modify the listed city commercial truck route system to be consistent with the proposed Community Mobility and Circulation Element amendments, as summarized below. A detailed list of the proposed amendments is provided within Exhibit "B" of the Planning Commission Resolution provided as Attachment No. 1.

**ANALYSIS:**

The City's Community Mobility and Circulation Element would be amended primarily to incorporate AB 98 requirements for a designated truck-route network, while keeping the broader multi-modal framework established in the Fontana Forward General Plan Update 2015-2035. The City's existing Truck Route Map (Exhibit 9.7, Truck Routes) would be updated to shift truck traffic away from residential uses and sensitive receptors to major City streets and state freeways and highways, while improving direct connectivity between regional transportation facilities and industrial and related uses. The update also clarify what facilities are officially part of the City-controlled local truck route network, removing references to streets under the jurisdiction of the County of San Bernardino or Cities adjacent to Fontana. The proposed updated truck route network would continue to provide access for industrial and similar uses, with parcels being within a short drive to either local or regional truck routes.

In addition, the General Plan Amendment proposes minor text changes to existing policies and actions in the Community Mobility and Circulation Element, as well as the addition of new policies and actions. The changes and additions would further address AB 98 requirements to provide specific truck route requirements and avoid residential areas and sensitive receptors, as well as direct the City towards meeting other AB 98 requirements. A detailed summary of the proposed text changes to General Plan policies and actions is provided as Attachment No. 2.

Chapter 17, Article X of the City's Municipal Code would modify the listed city commercial truck route system to be consistent with the proposed Community Mobility and Circulation Element amendments.

As part of the process, the City engaged with community members and stakeholders. The engagement process consisted of three components. First, as part of Senate Bill 18 (SB 18) requirements, staff mailed local California Native American tribes to inform them of these changes and allow them to request further consultation. Second, online map surveys provided an opportunity for the public to comment on the proposed changes to the truck route map. Four versions of the survey were available: English- and Spanish-language surveys for residents and community members, and English- and Spanish-language surveys for industrial/logistics stakeholders. Third,

virtual workshops were held to provide an additional opportunity to provide input. Two workshops were held - one for residents and community members, and one for industrial/logistics stakeholders. Social Media and direct email communication were used to notify individuals and groups of the surveys and workshops.

Environmental:

Pursuant to Sections 15162 and 15164 of the California Environmental Quality Act (CEQA) Guidelines and Section 8.06 of the City of Fontana's 2019 Local CEQA Guidelines an Addendum to the General Plan Final Environmental Impact Report (FEIR) (State Clearinghouse [SCH] No. 2016021099) has been prepared for this proposed project. The aforementioned FEIR was adopted by the City Council on November 13, 2018, and this project does not propose any major revisions to the General Plan FEIR and none of the conditions described in State CEQA Guidelines Section 15162 calling for the preparation of additional CEQA documentation has occurred. This Addendum to this FEIR determined that there are no new additional impacts beyond what was anticipated in the environmental document mentioned above. The General Plan FEIR Addendum can be found at <https://www.fontanaca.gov/2137/Environmental-Documents>

**MOTION:**

Approve staff's recommendation.

**ATTACHMENTS:**

Attachment No. 1 - Planning Commission Resolution/Exhibit A and B

Attachment No. 2 - General Plan Updates and Additional Considerations Memorandum

Attachment No. 3 - Notice of Determination

Attachment No. 4 - Public Hearing Notice



City of Fontana  
Planning Commission  
Minutes

Idilio Sanchez, Chair  
Ricardo Quintana, Vice Chair  
Joe Armendarez, Secretary  
Torrie Lozano, Commissioner  
Dylan Keetle, Commissioner

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**Tuesday, November 18, 2025      6:00 P.M.      Grover W. Taylor Council Chambers**

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**CALL TO ORDER/ROLL CALL:**

**A. Call to Order/Roll Call:**

A regular meeting of the City of Fontana Planning Commission was held on Tuesday, November 18, 2025. Chair Sanchez called the meeting to order at 6:03 p.m.

**Present:** Chair Sanchez, Vice Chair Quintana, Secretary Armendarez, and Commissioner Lozano

**Absent:** Commissioner Keetle

**INVOCATION/PLEDGE OF ALLEGIANCE:**

**A. Invocation/Pledge of Allegiance:**

Following the Invocation by Chaplain Victor Arias, the Pledge of Allegiance was led by Chair Sanchez.

**PUBLIC COMMUNICATIONS:****A. Public Communications:**

None.

**CONSENT CALENDAR:****A. Planning Commission Determination of General Plan Consistency for property identified as Lettered Lots E and I, Assessor Parcel Numbers 0228-151-66-0000 and 0228-151-62-0000, pursuant to the State CEQA Guidelines Section 15303.**

Adopt **Resolution No. PC 2025-042** finding that the proposed disposition is in conformance with the City's General Plan, making CEQA findings pursuant to the State CEQA Guidelines Section 15303 and directing staff to file a Notice of Exemption.

**B. Planning Commission Determination of General Plan Consistency under Government Code section 65402 for the Vacation, Abandonment and Disposition of a portion of Boyle Avenue, located on the south side of Boyle Avenue east of Citrus Avenue, pursuant to the State CEQA Guidelines Section 15061(b)(3).**

Adopt **Resolution No. PC 2025-043** finding that the proposed vacation, abandonment and disposition is in conformance with the City's General Plan, determining that the project is exempt under CEQA Guidelines Section 15061(b)(3) and directing staff to file a Notice of Exemption.

**C. Approval of Minutes:**

**Approve the Regular Planning Commission Meeting Minutes of November 4, 2025.**

**ACTION: A Motion was made by Vice Chair Quintana and seconded by Commissioner Lozano and passed by a vote of 4-0 to approve the Consent Calendar.**

**The motion carried by the following vote:**

**Aye:** Chair Sanchez, Vice Chair Quintana, Secretary Armendarez, and Commissioner Lozano

**Absent:** Commissioner Keetle

**Abstain:** None

**PH- A Master Case No. (MCN) 25-0056; Design Review (DRP) No. 25-0025; A request for the site and architectural review for a proposed mixed-use development**

consisting of approximately 10,440 square feet of commercial space on the first floor and 30 transitional housing units on the second and third floors, with associated site improvements, on 3.16 acres, located at 16029 Arrow Boulevard (APNs: 0232-201-13), pursuant to a Categorical Exemption in accordance with CEQA Guidelines Section 15332.

Cecily Session-Goins, Associate Planner, presented the staff report.

No written correspondence was received.

The applicant, Mark Nuaimi, on behalf of Water of Life Community Church, stated that he read and agreed to the Conditions of Approval, and described the transitional housing project, noting it will replace existing trailers and provide homeless clients with case-management services funded by first-floor commercial uses. The applicant outlined an anticipated groundbreaking in late summer 2026 and an opening in 2027. Chair Sanchez and Secretary Armendarez thanked the applicant and expressed support for the project and its service to the community.

No one spoke in favor or in opposition.

The Public Hearing was closed.

#### **RECOMMENDATION:**

**Based on the information contained in the staff report and subject to the attached Findings and Conditions of Approval, staff recommends that the Planning Commission adopt Resolution No. PC 2025-044; and,**

- 1. Determine that the project is categorically exempt pursuant to Section No. 15332 (Class No. 32, Infill Development) of the California Environmental Quality Act, and Section No. 3.22 (Categorical Exemption) of the Local 2019 Guidelines for Implementing the CEQA, and direct staff to file a Notice of Exemption; and,**
- 2. Approve Design Review (DRP) No.25-0025.**

**ACTION:** Motion was made by Chair Sanchez and seconded by Secretary Armendarez and passed by a vote of 4-0 to approve Public Hearing Item "A"; adopt Resolution No. PC 2025-044 and approve Design Review (DRP) No.25-0025.

The motion carried by the following vote:

**AYES:** Chair Sanchez, Vice Chair Quintana, Secretary Armendarez, and Commissioner Lozano **NOES:** None; **ABSTAIN:** None; **ABSENT:** Commissioner Keetle.

**PH-B Master Case No. (MCN) 24-0060: General Plan Amendment (GPA) No. 24-0004, Zoning District Map Amendment (ZCA) No. 24-0004, Tentative Tract Map No. 24-0009 (TTM No. 20712), Conditional Use Permit (CUP) No. 24-0023, and Design Review (DR) No. 24-0031; a request to change the General Plan Land Use Designation from Multi-Family Medium/High (R-MFMH) to Multi-Family Residential (R-MF), a request to change the zoning designation from Multi-Family Medium High Residential (R-4) to Multi-Family Residential (R-3), a request to subdivide 35 parcels to establish a condominium map and abandon a portion of Knox Avenue, a request to create a Planned Unit Development (PUD), and a request for site and architectural review of , a new 393 multi-family unit development with associated improvements on approximately 31.0 gross acres, located at APNs: 0228-051-01, -14, -15, -16, -17, -19, -20, and -21; 0228-052-01, -25, -26, and -27, 0228-061-02 through -14, -16, -17, -18, -20 through -25, and 0228-311-05, pursuant to an Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program.**

Chair Sanchez opened the Public Hearing.

Alexia Barberena, Associate Planner, presented the staff report and noted two written correspondences received: a letter from the Department of Fish and Wildlife recommending adjustments to mitigation measures, which staff will **modify** without introducing new impacts. Additionally, a letter from property owners along South/Jurupa Avenue near Sierra Avenue was received. Staff clarified that the Department's letter did not directly address the current action item and noted that general inquiries via phone and email were answered.

Staff and the Planning Commission discussed the facility's entrances and exits, focusing on the south entrance along Walnut Street. The Planner confirmed it is gated and set back approximately 120 feet from the street, while the north entrance has a larger setback.

The City Clerk's Department received two (2) written correspondence regarding this Item.

The applicant, Nolan Leggio, stated that he read and agreed to the Conditions of Approval and introduced his project team, including traffic, environmental, and civil engineering experts. He thanked city staff for their support in facilitating the project and expressed excitement to move forward with the project.

The following individual spoke in favor:

- Doug Jorritsma

The Public Hearing was closed.

**RECOMMENDATION:**

Based on the information contained in the staff report and subject to the attached Findings and Conditions of Approval, staff recommends that the Planning Commission adopt Resolution No. PC 2025-045, and forward a recommendation to the City Council to:

1. Adopt the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring Program (MMRP), and direct staff to file a Notice of Determination; and,
2. Adopt a resolution approving General Plan Amendment (GPA) No. 24-0004; and,
3. Adopt an ordinance approving Zoning District Map Amendment (ZCA) No. 24-0004; and,
4. Adopt a resolution approving Tentative Tract Map (TTM) No. 24-0009 (TTM No. 20712), Conditional Use Permit (CUP) No. 24-0023, and Design Review (DRP) No. 24-0031.

**ACTION:** Motion was made by Vice Chair Quintana and seconded by Secretary Armendarez and passed by a vote of 4-0 to approve Public Hearing Item “B”; adopt Resolution No. PC 2025-045.

The motion carried by the following vote:

**AYES:** Chair Sanchez, Vice Chair Quintana, Secretary Armendarez, and Commissioner Lozano **NOES:** None; **ABSTAIN:** None; **ABSENT:** Commissioner Keetle.

**PH-C Master Case No. (MCN) 25-0082: General Plan Amendment (GPA) No. 25-0001 and Municipal Code Amendment (MCA) No. 25-0012: General Plan Amendment to modify the Community Mobility and Circulation Element to incorporate the updated truck route map and modify existing policies and actions, as well as add new policies and actions under Goals 2 and 7 of the Circulation Element to meet the requirements of Assembly Bill 98. Fontana Municipal Code amendments to Chapter 17 (Motor Vehicles and Traffic), Article X (Truck Routes) to modify the listed city commercial truck route system to be consistent with the proposed Community Mobility and Circulation Element amendments, pursuant to an Addendum to the General Plan Final Environmental Impact Report (FEIR).**

Chair Sanchez opened the Public Hearing.

No written correspondence was received.

Ruben Hovanesian, Engineering Manager, presented the staff report.

No one spoke in favor or in opposition.

The Public Hearing was closed.

**RECOMMENDATION:**

**Based on the information contained in this staff report, staff recommends that the Planning Commission adopt Resolution No. PC 2025-046, and forward a recommendation to the City Council to:**

- 1. Adopt the Addendum to the City of Fontana General Plan Final Environmental Impact Report (FEIR), and direct staff to file a Notice of Determination; and,**
- 2. Adopt a resolution approving General Plan Amendment (GPA) No. 25-0001; and,**
- 3. Adopt an ordinance approving Municipal Code Amendment (MCA) No. 25-0012.**

**ACTION: Motion was made by Secretary Armendarez and seconded by Commissioner Lozano and passed by a vote of 4-0 to approve Public Hearing Item “C” and adopt Resolution No. PC 2025-046.**

**The motion carried by the following vote:**

**AYES: Chair Sanchez, Vice Chair Quintana, Secretary Armendarez, and Commissioner Lozano NOES: None; ABSTAIN: None; ABSENT: Commissioner Keetle.**

**DIRECTOR COMMUNICATIONS:**

**A. Director Communications:**

None.

**COMMENTS:**

**A. Public Communication Commission Comments:**

Commissioner Lozano expressed appreciation for the presenters—Miss Goins, Miss Barberena, Mr. Hovanesian—and the planning staff for their assistance in providing the information needed for the meeting. She also wished everyone a safe and happy Thanksgiving.

Secretary Armendarez acknowledged and thanked the entire planning commission and staff for their hard work in ensuring all information was thoroughly vetted and provided in a timely manner to support informed decision-making. He encouraged everyone to take time during Thanksgiving to reflect on what they are thankful for and to help others whenever possible, closing with well wishes for the evening and blessings for the nation.

Vice Chair Quintana highlighted the impressive projects presented at the meeting, including a housing development with amenities such as a pool, cabana, barbecue areas, bicycle and fitness areas, and a transitional housing project in partnership with Water of Life. He emphasized that these projects reflect the city and county's commitment to improving residents' lives, addressing homelessness, and supporting community development. He concluded by thanking staff for their presentations and wishing everyone a happy Thanksgiving.

Chair Sanchez thanked the staff for their efforts and hard work during the meeting. He requested that the meeting close in memory of all veterans, noting their sacrifices in securing the freedoms enjoyed by the community.

**ADJOURNMENT:**

Chair Sanchez adjourned the meeting at 6:43 p.m. to the next Regular Planning Commission Meeting on Tuesday, December 2, 2025, at 6:00 p.m. in the Grover W. Taylor Council Chambers located at 8353 Sierra Avenue, Fontana, California.

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Susana Gallardo  
Deputy City Clerk

**THE FOREGOING MINUTES WERE APPROVED BY THE PLANNING COMMISSION  
ON THE 2<sup>nd</sup> DAY OF DECEMBER 2025.**

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Idilio Sanchez  
Chair

## NOTICE OF DETERMINATION

|     |  |   |  |
|-----|--|---|--|
| TO: | <input type="checkbox"/> Clerk of the Board of Supervisors<br>or<br><input checked="" type="checkbox"/> County Clerk<br>Address:                           | FROM:   | Public Agency/Lead Agency Name:<br><b>City of Fontana</b><br>Address:<br><b>8353 Sierra Ave, Fontana CA 92335</b><br><br>Contact: Ruben Hovanesian<br>Phone: <b>(909) 350-7613</b> |
|     |  |   | Email: rhovanesian@fontanaca.gov   |
| TO: | <input checked="" type="checkbox"/> Office of Land Use and Climate Innovation<br>State Clearinghouse<br>1400 Tenth Street, Rm. 113<br>Sacramento, CA 95814 | Lead Agency (if different from above)<br><br>Address:<br><br>Contact:<br><br>Phone: |  |

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

|   |
|---|
| State Clearinghouse Number<br>(If submitted to SCH):<br><br><b>2016021099</b>   |
| Project Title: <b>Master Case No. 25-0082; General Plan Amendment No. 25-0001; Municipal Code Amendment No. 25-0012</b>   |
| Project Applicant (include address, telephone number and email address):<br><br><b>City of Fontana, Ruben Hovanesian – Engineering Manager, rhovanesian@fontanaca.gov, 8353 Sierra Ave, Fontana CA, 92335, (909) 350-7613</b> |
| Specific Project Location – Identify street address and cross street or attach a map showing project site (preferably a USGS 15' or 7 ½' topographical map identified by quadrangle name):<br><br><b>Citywide</b>             |
| General Project Location (City and/or County): <b>City of Fontana, County: San Bernardino</b>   |
| Project Description: <b>Master Case No. 25-0082; General Plan Amendment No. 25-0001; Municipal Code Amendment No. 25-0012 - A request to amend the Community Mobility and Circulation Element of the General</b>              |

**Plan to incorporate the updated truck route map and modify existing policies and actions, as well as add new policies and actions under Goals 2 and 7 of the Community Mobility and Circulation Element to meet the requirements of Assembly Bill 98. A request to amend Fontana Municipal Code Chapter 17, Article X to modify the listed city commercial truck route system to be consistent with the proposed Community Mobility and Circulation Element amendments.**

Identify the person or entity undertaking the project, including any private applicant, any other person undertaking an activity that receives financial assistance from the Public Agency as part of the project, and any person receiving a lease, permit, license, certificate, or other entitlement of use from the Public Agency as part of the project.

This is to advise that the ( Lead Agency or  Responsible Agency) has approved the above described project on **November 18, 2025** and has made the following determinations regarding the above described project:

|   |   |
|---|---|
| 1.  | The project [ <input type="checkbox"/> will <input checked="" type="checkbox"/> will not] have a significant effect on the environment.   |
| 2. <input checked="" type="checkbox"/>  | An Environmental Impact Report was prepared and certified for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency. <b>Pursuant to Sections 15162 and 15164 of the California Environmental Quality Act (CEQA) Guidelines and Section 8.06 of the City of Fontana’s 2019 Local CEQA Guidelines an Addendum to the General Plan Final Environmental Impact Report (FEIR) (State Clearinghouse [SCH] No. 2016021099) has been prepared for this proposed project. The aforementioned EIR was adopted by the City Council on November 13, 2018, and this project does not propose any major revisions to the General Plan FEIR and none of the conditions described in State CEQA Guidelines Section 15162 calling for the preparation of additional CEQA documentation has occurred. The Ordinance change is not a project within the meaning of Section 15378 of the CEQA Guidelines, Section No. 3.22 and 3.07 of the 2019 Local Guidelines for Implementing CEQA, because it does not have potential for resulting in physical change in the environment, directly or indirectly. Where it can be with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.</b> |
| <input type="checkbox"/>  | A Negative Declaration was prepared for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.   |
| <input type="checkbox"/>  | A Mitigated Negative Declaration was prepared for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.   |
| 3. <input type="checkbox"/>   | Mitigation measures [ <input checked="" type="checkbox"/> were <input type="checkbox"/> were not ]made a condition of the approval of the project.  |
| 4. <input type="checkbox"/>   | A Mitigation Monitoring or Reporting Plan [ <input type="checkbox"/> was <input checked="" type="checkbox"/> was not] adopted for this project.   |
| 5. <input type="checkbox"/>   | A Statement of Overriding Considerations [ <input type="checkbox"/> was <input checked="" type="checkbox"/> was not] adopted for this project.  |
| 6. <input type="checkbox"/>   | Findings [ <input checked="" type="checkbox"/> were <input type="checkbox"/> were not] made pursuant to the provisions of CEQA.   |
| This is to certify that the Final EIR with comments and responses and record of project approval, or the Negative Declaration, is available to General Public at: |   |
| Custodian:  | Location:   |

|              |  |
|--------------|--|
| <b>Date:</b> | <hr/> <b>DiTanyon Johnson</b><br><b>Planning Manager</b> |
|--------------|--|

**Clerk's File Stamp:**

Authority cited: Sections 21083, Public Resources Code.  
Reference Section 21000-21174, Public Resources Code.



## NOTICE PUBLIC HEARING

In compliance with Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132) and the federal rules and regulations adopted in implementation thereof, the Agenda will be made available in appropriate alternative formats to persons with a disability. Should you need special assistance to participate in this meeting, please contact the City Clerk's Department by calling (909) 350-7602. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

A PUBLIC HEARING HAS BEEN SCHEDULED BEFORE THE CITY COUNCIL OF THE CITY OF FONTANA FOR THE FOLLOWING:

**MASTER CASE NUMBER (MCN) NO. 25-0082; GENERAL PLAN AMENDMENT (GPA) NO. 25-0001; MUNICIPAL CODE AMENDMENT (MCA) NO. 25-0012**

A request to amend the Community Mobility and Circulation Element of the General Plan to incorporate the updated truck route map and modify existing policies and actions, as well as add new policies and actions under Goals 2 and 7 of the Community Mobility and Circulation Element to meet the requirements of Assembly Bill 98. A request to amend Fontana Municipal Code Chapter 17, Article X to modify the listed city commercial truck route system to be consistent with the proposed Community Mobility and Circulation Element amendments.

**Environmental Determination:**

Pursuant to Sections 15162 and 15164 of the California Environmental Quality Act (CEQA) Guidelines and Section 8.06 of the City of Fontana's 2019 Local CEQA Guidelines an Addendum to the General Plan Final Environmental Impact Report (FEIR) (State Clearinghouse [SCH] No. 2016021099) has been prepared for this proposed project. The aforementioned EIR was adopted by the City Council on November 13, 2018, and this project does not propose any major revisions to the General Plan FEIR and none of the conditions described in State CEQA Guidelines Section 15162 calling for the preparation of additional CEQA documentation has occurred.

The Ordinance change is not a project within the meaning of Section 15378 of the CEQA Guidelines, Section No. 3.22 and 3.07 of the 2019 Local Guidelines for Implementing CEQA, because it does not have potential for resulting in physical change in the environment, directly or indirectly. Where it can be with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

**Location of Property:**

Citywide

**Date of Hearing:**

December 9, 2025

**Place of Hearing:**

City Hall Council Chambers  
8353 Sierra Avenue  
Fontana, CA 92335

**Time of Hearing:**

2:00 pm

Should you have any questions concerning this project, please contact Ruben Hovanesian, Engineering Manager, at (909) 350-7613 or by email at [rhovanesian@fontanaca.gov](mailto:rhovanesian@fontanaca.gov)

ANY INTERESTED PARTY MAY PROVIDE INFORMATION BY LETTER OR EMAIL WHICH MAY BE OF ASSISTANCE TO THE CITY COUNCIL. A COPY OF THE APPLICATION AND ENVIRONMENTAL DOCUMENTATION IS AVAILABLE FOR INSPECTION AT THE PLANNING DEPARTMENT, CITY HALL. PLEASE CONTACT THE ENGINEER LISTED ABOVE.

IF YOU CHALLENGE IN COURT ANY ACTION TAKEN CONCERNING A PUBLIC HEARING ITEM, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE PUBLIC HEARING DESCRIBED IN THIS NOTICE, OR IN WRITTEN CORRESPONDENCE TO THE CITY AT, OR PRIOR TO, THE PUBLIC HEARING.

Publish: November 28, 2025



## AVISO DE AUDIENCIA PÚBLICA

En cumplimiento con la Sección No. 202 de la Acta de Americanos con Discapacidades de 1990 (42 USC Sec. 12132) y las reglas y regulaciones federales adoptadas en la implementación de esta, la agenda de esta audiencia estará disponible en formatos alternativos apropiados para las personas con una discapacidad. Si necesita asistencia especial para participar en esta audiencia, comuníquese con el Departamento de la Secretaría Municipal llamando al (909) 350-7602. La notificación deberá realizarse 48 horas antes de la audiencia para permitir que la Ciudad haga arreglos razonables para garantizar la accesibilidad a esta audiencia.

SE HA PROGRAMADO UNA AUDIENCIA PÚBLICA ANTE EL CONCEJO MUNICIPAL DE LA CIUDAD DE FONTANA PARA LO SIGUIENTE:

### **MCN No. 25-0082; GPA No. 25-0001 y MCA No. 25-0012**

Una solicitud para modificar el Elemento de Movilidad y Circulación Comunitaria del Plan General para incorporar el mapa actualizado de rutas de camiones y modificar las pólizas y acciones existentes, así como añadir nuevas pólizas y acciones bajo los Objetivos 2 y 7 del Elemento de Movilidad y Circulación Comunitaria para cumplir con los requisitos de la Asamblea Ley 98 (Assembly Bill 98). Una solicitud para modificar el Capítulo 17, Artículo X del Código Municipal de Fontana para ajustar el sistema de rutas de camiones comerciales de la ciudad y hacerlo coherente con las modificaciones propuestas al Elemento de Movilidad y Circulación Comunitaria.

**Determinacion Ambiental:** De conformidad con las Secciones 15162 y 15164 de las Normas de la Ley de Calidad Ambiental de California (CEQA) y la Sección 8.06 de las Normas Locales de CEQA de 2019 de la Ciudad de Fontana, se ha preparado una Enmienda al Informe Ambiental Final (FEIR) del Plan General (Centro de Procesamiento Estatal [SCH] No. 2016021099) para este proyecto propuesto. Dicho EIR fue adoptado por el Consejo Municipal el 13 de noviembre de 2018, y este proyecto no propone ninguna revisión importante al FEIR del Plan General y no ha ocurrido ninguna de las condiciones descritas en la Sección 15162 de las Normas Estatales de CEQA que exijan la preparación de documentación CEQA adicional.

El cambio de ordenanza no constituye un proyecto dentro del significado de la Sección 15378 de las Normas de CEQA, ni de las Secciones 3.22 y 3.07 de las Normas Locales de 2019 para la Implementación de CEQA, porque no tiene el potencial de producir un cambio físico en el medio ambiente, ya sea directa o indirectamente. Cuando se puede asegurar con certeza que no existe la posibilidad de que la actividad en cuestión tenga un efecto significativo en el medio ambiente, la actividad no está sujeta a CEQA.

**Ubicación de la Propiedad :** En toda la ciudad

**Fecha de Audiencia:** 9 de diciembre de 2025

**Lugar de Audiencia:** Ayuntamiento de la Ciudad de Fontana, 8353 Sierra Avenue, Fontana, CA 92335

**Hora de Audiencia:** 2:00 p.m.

Si tiene alguna pregunta sobre este proyecto, comuníquese al (909) 350-6728 o por correo electrónico al [planning@fontanaca.gov](mailto:planning@fontanaca.gov).

Cualquier persona o grupo interesado en aportar información lo puede hacer mediante una carta o correo electrónico dirigido a El Consejo Municipal al [publiccomments@fontanaca.gov](mailto:publiccomments@fontanaca.gov). La solicitud y la documentación Ambiental esta disponible para inspección en las Oficinas de Ayuntamiento de la Ciudad de Fontana.

Si usted contradice ante el tribunal cualquier acción tomada con respecto a un tema de la Audiencia Pública, usted puede estar limitado a plantear solamente aquellas cuestiones que usted o alguien mas planteo en la Audiencia Publica mencionada en este aviso o por correspondencia escrita a la Ciudad de Fontana antes de la fecha de la Audiencia establecida en este aviso.



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 26-0702

**Agenda #:** A.

**Agenda Date:** 12/9/2025

**Category:** New Business

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**FROM:**

Engineering

**SUBJECT:**

Introduction and First Reading of Ordinance 1980, an Ordinance of the City Council of the City of Fontana, California, Adding Article IX of Chapter 23 of the Fontana Municipal Code Regarding Prevention of Pollutants into Storm Drains.

**RECOMMENDATION:**

Introduce and waive further reading of **Ordinance No. 1980**, adding Article IX of Chapter 23 of the Fontana Municipal Code regarding prevention of pollutants into storm drains.

**COUNCIL GOALS:**

- To promote the City's existing infrastructure.
- To operate in a business-like manner.
- To preserve the local environment for generations to come.

**DISCUSSION:**

The City owns and operates a municipal separate storm sewer system ("MS4") that collects and transports stormwater flows through the City. The City's ownership and operation of the MS4 is regulated under various laws and permits, including but not limited to the Federal Water Pollution Control Act ("CWA"), the Porter-Cologne Water Quality Control Act, and Santa Ana Regional Water Quality Control Board Order No. R8-2010-0036, NPDES No. CAS618036 ("Permit"). In particular, the Permit is supposed to be updated every five (5) years and can require municipal code revisions each time a Permit update occurs. As a result, City staff determined that it would be simpler to make stormwater a separate article as it may require more frequent updates and then revise the current stormwater-related requirements to reflect the current permits and laws.

Since the last iteration of the municipal code involving stormwater, there have been significant revisions to the stormwater requirements relating to New Development and Significant Redevelopment that have been included in this ordinance. Revisions have been made to the ordinance to allow the City to impose requirements on previous developments to ensure continued maintenance of the required stormwater infrastructure. Additionally, there have been significant revisions to the City's authority to enforce, inspect, and impose the fees and penalties adopted in Resolution 25-0415: Adopting Updated and New User Fees for City Service to ensure that the City, through primarily the Public Works Director, has the tools to require compliance with the revised municipal code.

**FISCAL IMPACT:**

Revisions to Article IX of Chapter 23 of the Fontana Municipal Code regarding prevention of pollutants into storm drains will allow the City to impose the stormwater-related fees and penalties adopted in Resolution 25-0415: Adopting Updated and New User Fees for City Services.

**MOTION:**

Approve staff recommendation.

**ORDINANCE NO. 1980**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, ADDING ARTICLE IX OF CHAPTER 23 OF THE FONTANA MUNICIPAL CODE REGARDING PREVENTION OF POLLUTANTS INTO STORM DRAINS.**

**WHEREAS**, Article 11, Section 7 of the California Constitution authorizes the City of Fontana (“City”) to make and enforce within its limits all ordinances and regulations not in conflict with general laws; and

**WHEREAS**, the City owns and operates a municipal separate storm sewer system (MS4) that collects and transports stormwater flows through the City;

**WHEREAS**, the City’s ownership and operation of the MS4 is regulated under various laws and permits, including but not limited to the Federal Water Pollution Control Act (“CWA”), the Porter-Cologne Water Quality Control Act, and Santa Ana Regional Water Quality Control Board Order No. R8-2010-0036, NPDES No. CAS618036;

**WHEREAS**, the Fontana Municipal Code (“FMC”) addresses requirements for uses of the city’s storm drain system in Article IX of Chapter 23; and

**WHEREAS**, the City Council now desires to amend FMC Chapter 23, Article IX, to include requirements on new development and significant redevelopment and other prohibitions and limitations required by the regulations cited above; and

**WHEREAS**, all legal prerequisites to the adoption of this Ordinance have occurred.

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

**Section 1. Findings.** The City Council finds that all the facts, findings, and conclusions set forth above in this Ordinance are true and correct.

**Section 2. CEQA.** The City Council further finds that, under Public Resources Code section 21065, adoption of this Ordinance is not a project subject to the California Environmental Quality Act (“CEQA”) and, alternatively, adoption of the Ordinance is exempt from CEQA under CEQA Guidelines (14 Cal. Code Regs. § 15000 et seq.) section 15061(b)(3), under the general rule that CEQA applies only to projects that have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

**Section 3. Chapter 23, Article IX.** Article IX in Chapter 23 of the Fontana Municipal Code is hereby deleted and replaced, as set forth in Exhibit “A” attached hereto and incorporated herein.

**Section 4. Location and Custodian of Records.** The documents and materials associated with this Ordinance that constitute the record of proceedings on which these findings are based are located at Fontana City Hall, 8353 Sierra Avenue, Fontana, California 92335. The City Clerk is the custodian of the record of proceedings.

**Section 5. Severability.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Fontana hereby declares that it would have adopted this Ordinance, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any or more sections, subsections, sentences, clauses and phrases may be declared invalid or unconstitutional.

**Section 6. Effective Date.** This Ordinance shall take effect and be in full force 30 days from and after its passage. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted in at least three public places within the City, and published once in San Bernardino County Register, a newspaper of general circulation in the City, within 15 days after its passage.

**APPROVED AND ADOPTED** this 27th day of January 2026.

**READ AND APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Ordinance is the actual Ordinance adopted by the City Council and was introduced at a regular meeting on the 9th day of December 2025, and was finally passed and adopted not less than five days thereafter on the 27<sup>th</sup> day of January 2026, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
City Clerk of the City of Fontana

\_\_\_\_\_  
Mayor of the City of Fontana

Ordinance No. 1980

**ATTEST:**

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City Clerk

## EXHIBIT A

## ARTICLE IX. - PREVENTING DISCHARGE OF POLLUTANTS INTO STORM DRAINS

### DIVISION 1 - GENERALLY

Sec. 23-507. - Purpose.

This article sets forth uniform requirements for all uses of the City's MS4.

The purpose of this article is to protect and enhance the water quality of watercourses, water bodies, ground water and wetlands in a manner consistent with federal, state and local laws and regulations, and to implement the requirements of the City's NPDES permit.

(Ord. No. 1442, § 2, 3-2-04)

Sec. 23- 508. – Definitions.

*Best management practices* or *BMPs* means schedules of activities, prohibitions of practices, maintenance procedures, source control, any on-sight or off-site treatment control measures, and other management practices to prevent or reduce the pollution of waters of the United States. BMPs also include treatment requirements, operating procedures and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

*Biochemical oxygen demand* or *BOD* is the measurement of the dissolved oxygen used by microorganisms in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at 20 degrees Celsius, usually expressed as a concentration (e.g. mg/L).

*Building Official* means the Building Official of the City of Fontana or the Building Official's designee.

*Chemical oxygen demand* or *COD* is an indicative measure of the amount of oxygen that can be consumed by reactions in a measured solution.

*City Engineer* means that person designated as the City Engineer of the City of Fontana or the City Engineer's designee.

*City's NPDES permit* means that permit issued to the City as co-permittee by the Regional Water Quality Control Board, Santa Ana region, pursuant to the Federal Clean Water Act and California's Porter-Cologne Water Quality Control Act, as that permit currently exists or may hereafter be amended.

*Construction activity* includes, but is not limited to: clearing, grading, demolition, excavation, construction of new structures, any new development, significant redevelopment, other project for which a building, grading or other local permit or approval is required, and reconstruction of existing facilities involving removal and replacement that results in soil disturbance. The term construction activity includes, but is not limited to, all projects that require a construction activity storm water permit.

*Construction discharger* means any person who contributes to, causes or permits any materials associated with construction activities to be discharged into the storm drain system.

*Discharger* means any person who causes or contributes a discharge into the storm drain system.

*Illegal discharge* means any discharge into the storm drain system that is prohibited under local, state or federal statutes, ordinances, codes or regulations, including, without limitation, any discharge that causes, has the potential of causing or contributes to a violation of the City's NPDES permit. The term illegal discharge includes all non-storm water discharges except discharges made pursuant to an NPDES permit, discharges that fall within the discharge exceptions identified in section 23-511 of this chapter or discharges authorized by the executive officer of the Regional Water Quality Control Board, Santa Ana region.

*Illicit connection* means any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the storm water drainage system or any connection to the storm drain system that is not authorized by a NPDES permit or in writing by the City Engineer.

*Industrial activity* means any activity associated with an industrial development. The term industrial activity includes, but is not limited to, those activities for which an industrial activity storm water permit is required.

*Industrial discharger* means any person who contributes to, causes or permits any materials associated with industrial activities to be discharged into the storm drain system. Households and private residences shall not be considered industrial dischargers.

*Local Implementation Plan* or *LIP* means a requirement by the MS4 Permit and describes how the City of Fontana will implement the requirements of the MS4 permit within its own jurisdiction. *Low Impact Development* or *LID* means systems and practices that use or mimic natural processes that result in the infiltration, evapotranspiration, use, or any combination thereof of storm water in order to protect water quality and associated aquatic habitat.

*Maximum Extent Practicable* or *MEP* means management practices, control techniques, and system design and engineering methods for the control of pollutants taking into account considerations of synergistic, additive, and competing factors, including, but not limited to pollutant removal effectiveness, regulatory compliance, gravity of the problem, public acceptance, social benefits, cost and technological feasibility.

*Memorandum of Agreement* or *MOA* means that formal business document signed between the owner(s) and the City of Fontana outlining the responsibilities and roles of each party relating to Water Quality Management Plan and Storm Water BMP

Transfer, Access and Maintenance that has been approved by and is available from the City's Engineering Department.

*Municipal Separate Storm Sewer System or MS4 or storm drain system* means the City's separate storm sewer system. The MS4 is a system of conveyances (including, but not limited to roads with drainage systems, municipals streets, catch basins, curbs, gutter, ditches, natural drainage features or channels, modified natural channels, man-made channels, or storm drains) designated or used for collecting or conveying storm water. This definition of storm drain system shall not be construed as affecting in any way the City's ownership, use or control of property for municipal liability purposes.

*National pollutant discharge elimination system permit or NPDES permit* means those permits issued by the State Water Resources Control Board or the Regional Water Quality Control Board, Santa Ana Region pursuant to the Federal Clean Water Act, including but not limited to the CGP and the IGP.

*New development* means land disturbing activities; structural development, including construction or installation of a building or structure, creation of impervious surfaces; and land subdivision.

*Notice of Intent or NOI* means an application for coverage under the general storm water permits.

*Non-storm water* means any liquid, water or other agent which contains pollutants. Non-storm water consists of all discharges to and from a storm water conveyance system that do not originate from precipitation events (i.e., all discharges from storm water). Non-storm water includes illegal discharges, non-prohibited discharges, and NPDES permitted discharges.

*Operating Procedures* means Standard Operations Procedures with references to applicable Statewide NPDES General Permits.

*Person* means an individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all Federal, State, and local governmental entities.

*pH* means the logarithm (base 10) of the reciprocal of the concentration of hydrogen ions, expressed in gram equivalents per liter of solution.

*Pollutant* means any agent that may cause, contribute to or increase the degradation of the water quality of the waters of the United States, including but not limited to dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, Medical Wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand,

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cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

*Public Works Director* means that person designated as the Director of the City of Fontana Public Works Department or their designee.

*Significant redevelopment* means the addition or creation of 5,000 or more square feet of impervious surface on an already developed site. This includes, but is not limited to, additional buildings and/or structures, extension of an existing footprint of a building and construction of parking lots.

*Statewide Construction General Permit or CGP* mean that permit issues by the State Water Resources Control Board for the construction activities, specifically the general permit for discharges of storm water associated with construction activity, as that permit currently exists or may hereafter be amended.

*Statewide Industrial General Permit or IGP* means that permit issued by the state water resources control board for industrial activities, specifically the industrial storm water general permit, as that permit currently exists or may hereafter be amended.

*Storm water* means urban runoff and snowmelt runoff consisting only of those discharges which originate from precipitation events. Storm water is that portion of precipitation that flows across a surface to the storm drain system or receiving waters.

*Total suspended solids or TSS* means the total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and that is removable by laboratory filtering.

*Water Quality Management Plan or WQMP* means a plan required of new development/redevelopment projects specified in this chapter, outlining appropriate non-structural and structural BMPs, including storm water infiltration and treatment devices, that will be implemented and installed to prevent pollutants from being discharged into the City's municipal separate storm sewer system, during and after construction.

*Waters of the United States* means those waters that are more particularly described in 40 CFR section 120.2.

(Ord. No. 1442, § 2, 3-2-04)

Sec. 23-509. – Authority; duties of Public Works Director.

The Public Works Director shall have the power and duty to administer, implement and enforce the provisions of this article and all rules and regulations concerning the storm drain system. The Public Works Director shall monitor the maintenance and operation of the BMPs and insure that necessary repairs are made thereto.

(Ord. No. 1442, § 2, 3-2-04)

Sec. 23- 510. - Prohibited discharges.

No person shall:

- (1) Cause, allow, contribute to or facilitate an illegal discharge into the MS4.
- (2) Establish, use or maintain any illicit connection, as more fully described in section 23-512.
- (3) Cause, permit or authorize any agent, employee or independent contractor to cause, allow, contribute to or facilitate an illegal discharge or establish, use or maintain any illicit connection to the MS4.
- (4) Throw, deposit, abandon, maintain, or dispose of any refuse, rubbish, garbage, or other pollutants or wastes that may cause water quality concerns in or upon any street, alley, sidewalk, storm drain, catch basin, or other drainage structure, or upon any public or private piece of property, unless permitted by waste discharge requirements or waiver by the Regional Water Quality Control Board, Santa Ana region.
- (5) Discharge or cause to be discharged into any fountain, lake, stream or any other body of water in the City any refuse, rubbish, garbage or other pollutant.
- (6) Cause, allow, contribute to or facilitate a violation of the City's NPDES permit, including, but not limited to, discharges into the MS4 causing, threatening to cause, or contributing to a condition of pollution, contamination, or nuisance as that term is defined in section 13050 of the California Water Code.
- (7) Fail or refuse to implement any BMPs when directed to do so by the Public Works Director.
- (8) In addition to the prohibitions in subsections (1) through (7) above, discharge any of the following into the MS4:
  - (A) Sewage;
  - (B) Wash water resulting from hosing or cleaning, of gas stations, auto repair garages and other types of automobile service station;
  - (C) Discharges resulting from the cleaning, repair, or maintenance of any type of equipment, machinery or facility, including motor vehicles, concrete mixing equipment, portable toilet servicing, or similar activities.
  - (D) Wash water from mobile auto detailing and washing, steam and pressure cleaning, carpet or upholstery cleaning, pool cleaning and other such mobile commercial or industrial activities;
  - (E) Water from cleaning of municipal, industrial, and commercial sites, including parking lots, streets, sidewalks, driveways, patios, plazas, work yards and outdoor eating or drinking areas and similar activities;
  - (F) Runoff from material storage areas or uncovered receptacles that contain chemicals, fuels, grease, oil or other hazardous materials or substances that pose a threat to human health or the environment due to their toxicity, corrosiveness, ignitability, explosive nature or chemical reactivity;
  - (G) Discharges of runoff from washing toxic materials from paved or unpaved areas;

- (H) Discharges of pool fountain water containing chlorine, biocides or other chemicals; pool filter backwash containing debris or chlorine;
- (I) Pet waste, yard waste, litter, debris, sediment or similar wastes;
- (J) Restaurant or food processing facility wastes such as grease, floor mat and trash bin wash water, food waste or similar wastes.

(Ord. No. 1442, § 2, 3-2-04)

Sec. 23-511. - Discharge exceptions.

The following discharges shall be conditionally exempt from the definition of illegal discharge, unless the Regional Water Quality Control Board, State Water Resources Control Board, Public Works Director determines the discharge causes or contributes to violations of water quality standards set by the Regional Water Quality Control Board, Santa Ana region or State Water Resources Control Board or the discharge significantly contributes to the pollution of waters of the United States:

- (1) Discharges composed entirely of storm water.
- (2) Discharges covered under a separate NPDES permit or written clearances issued by the State Water Resources Control Board or the Regional Water Quality Control Board, Santa Ana region.
- (3) Discharges from potable water line flushing or other potable water sources. Line flushing may only occur when proper BMPs are implemented to ensure pollutants of concern do not enter the storm drain.
- (4) Discharges associated with air conditioning condensate.
- (5) Discharges associated with landscape irrigation, lawn garden watering, and other irrigation waters as long as the landscaping and irrigation complies with Chapter 28 Article IV.
- (6) Discharges from passive foundation drains, only if the source water drained from the foundation is storm water or uncontaminated ground water.
- (7) Discharges from passive footing drains, if the water is uncontained.
- (8) Discharges of water from crawl space pumps, if the water is uncontaminated.
- (9) Discharges of de-chlorinated water from swimming pools, except that cleaning wastewater and filter backwash shall not be discharged into the MS4.
- (10) Discharges from non-commercial vehicle washing, such as residential car washing (excluding engine degreasing) and car washing for fundraisers by a bona-fide 501 non-profit organization.
- (11) Discharges from diverted stream flows.
- (12) Discharges associated with rising ground waters and natural springs, if the groundwater is uncontaminated.
- (13) Discharges associated with uncontaminated groundwater infiltration as defined in 40 CFR 35.2005(20) and uncontaminated pumped groundwater.

- (14) Discharges associated with flows from riparian habitats and wetlands.
- (15) Discharges associated with emergency fire fighting flows. Flows necessary for the protection of life and property do not require BMPs. However, appropriate BMPs to reduce the discharge of pollutants must be implemented to the maximum extent practicable when they do not interfere with health and safety issues.

If the City or any other federal, state or county governmental entity determines that any of the discharges listed above cause or contribute to violations of water quality standards or are significant contributors of pollutants to waters of the United States or water of the State, the City may adopt regulations prohibiting such discharges from entering the storm drain system, authorize the discharge category and ensure that source control BMPs and treatment control are implemented to reduce or eliminate pollutants from the discharge, or require coverage under a separate permit for discharge into the MS4 authorized by the Regional Water Quality Control Board, Santa Ana region or State Water Resources Control Board.

(Ord. No. 1442, § 2, 3-2-04)

Sec. 23- 512. - Illicit connections to the storm drain system.

No person shall establish, use or maintain any illicit connection to the storm drain system. This prohibition shall apply retroactively regardless of whether the connection to the storm drain system was permissible under the law or practices applicable at the time of the connection.

(Ord. No. 1442, § 2, 3-2-04)

Sec. 23-513. - Alterations to the storm drain system.

No person shall, without prior written approval of the Public Works Director:

- (1) Construct or modify or cause to be constructed or modified any structure, facility, or items which may interfere with the normal operations of the storm drain system.
- (2) Alter the capacity, fall, or structural integrity of a storm drain, storm channel, or any portion of the storm drain system.

(Ord. No. 1442, § 2, 3-2-04)

Sec. 23- 514. - Prevention of illegal discharges; BMPs.

All users of the storm drain system shall implement such BMPs as are necessary to prevent illegal discharges.

All industrial and construction discharges shall establish operating procedures to protect against discharges of pollutants into the storm drain system. The operating procedures shall be available to the Public Works Director if the Public Works Director finds it is necessary.

(Ord. No. 1442, § 2, 3-2-04)

Sec. 23-515. - Compliance with best management practices (BMPs).

Any person undertaking any activity or operation in the City that could potentially cause or contribute to storm water pollution or a discharge of non-storm water to the City's MS4 shall comply with all applicable best management practices (BMPs) as listed in the current version of the California Storm Water Quality Association's Best Management Practices Handbooks for the relevant activity or the current county storm water program's "Report of Waste Discharge," to reduce pollutants in storm water runoff and reduce non-storm water discharges to the City's MS4 to the maximum extent practicable or to the extent required by law.

(Ord. No. 1442, § 2, 3-2-04)

Sec. 23-516. - Containing spills.

The Public Works Director shall establish regulations to control and contain spills of hazardous or toxic substances which could pollute the storm drain system if not contained. Each industrial discharger shall install a spill containment system to conform to the requirements established by the Public Works Director. No person shall operate a spill containment system that allows incompatible liquids to mix and create hazardous or toxic substances. Spill containment systems shall consist of a system of dikes, walls, barriers, berms, secondary vessels, or other devices designed to contain spillage of the liquid contents of containers. Spill containment systems shall be constructed of impermeable and non-reactive materials to the liquids contained. Spill containment systems shall conform to local regulations and policies as to percent containment and container size and type.

(Ord. No. 1442, § 2, 3-2-04)

Sec. 23-517. - Notification of accidental discharge.

Any person who causes, participates in or has knowledge of a spill of any type of material that may lead to an illegal discharge shall report the spill to the Public Works Director by phone, email or facsimile within twenty-four (24) hours of the spill.

Within five (5) working days following a spill which results in an illegal discharge, the person responsible for the spill shall submit a written report to the Public Works Director. The report shall describe in detail the type and volume of the material spilled, the cause of the spill, clean-up actions taken, and measures to be taken to prevent future accidental spills.

All industrial, commercial, and construction discharges shall post a notice at their place of business advising their employees to contact the City and applicable federal and state offices in the event of an accidental spill of any type of material that may lead to an illegal discharge.

(Ord. No. 1442, § 2, 3-2-04)

Sec. 23-518. - Regulation of construction and industrial dischargers.

- (a) *Construction dischargers, including discharges from new development and significant redevelopment.* Any person causing or responsible for a construction activity, including a new development or significant redevelopment project, shall do all of the following:
- (1) Comply with the CGP and file with the appropriate agency a notice of intent to be covered by that permit, if applicable. This includes development and implementation of a storm water pollution prevention plan (SWPPP) and Erosion and Sediment Control Plan (ESCP).
  - (2) Provide the Building Official with a copy of the waste discharge identification number issued as evidence of coverage under the Statewide Construction General Permit, if applicable.
  - (3) Apply for, obtain and comply with all building, grading and other local permits required for the construction activity.
  - (4) Implement any BMPs necessary to prevent illegal discharges, any BMPs that are conditions of any building, grading or other local permit and any BMPs imposed by the Building Official.
  - (5) Document and maintain records on the effectiveness of such BMPs implemented to reduce the discharge of pollutants.
  - (6) Prepare and implement a City approved WQMP or equivalent as required by the City in accordance with this article.
  - (7) Refrain from violating or causing a violation of the City's NPDES permit.
  - (8) Penalties. Construction dischargers who fail to comply with the provisions of their NPDES permit or this Chapter including, but not limited to, those provisions prohibiting unauthorized discharges; requiring installation and maintenance of BMPs; and/or having, maintaining, and complying with the SWPPP and ESCP may be subject to additional penalties that shall be adopted by resolution and subject to periodic review and revision by resolution, as part of the City's updated and modified schedule of service fees, inspection fees and processing fees.
- (b) *Industrial and commercial dischargers.* Any person causing or responsible for commercial and industrial discharge shall do all of the following:
- (1) Comply with the IGP and file with the appropriate agency a notice of intent to be covered by that permit, if the discharger operates facilities described in 40 CFR 122.26(b)(14)(i)-(xi). This includes development and implementation of a storm water pollution prevention plan.
  - (2) Provide the Public Works Director with a copy of the waste discharge identification number issued as evidence of coverage under the industrial activity storm water permit, if applicable.
  - (3) Apply for, obtain and comply with all building, grading and other local permits required for the industrial development.

- (4) Implement any BMPs necessary to prevent illegal discharges, any BMPs that are conditions of any building, grading or other local permit and any BMPs imposed by the Building Official.
- (5) Document and maintain records on the effectiveness of such BMPs implemented to reduce the discharge of pollutants
- (6) Prepare or implement a WQMP or equivalent as required by the City in accordance with this article.
- (7) Refrain from violating or causing a violation of the City's NPDES permit.
- (8) Penalties. Industrial uses who fail to comply with the provisions of their NPDES permit or this Chapter including, but not limited to, those provisions prohibiting unauthorized discharges and illicit connections, operating without an NPDES Permit, and/or complying with the SB 205 Business Licenses Stormwater Discharge Compliance Form may be subject to additional penalties that shall be adopted by resolution and subject to periodic review and revision by resolution, as part of the City's updated and modified schedule of service fees, inspection fees and processing fees.

(Ord. No. 1442, § 2, 3-2-04)

Sec. 23-519. - Compliance with federal, state, and local regulations.

No person may engage in construction or industrial activities within the City which create non-storm water discharges regulated by the EPA, the State Water Resources Control Board and/or the Regional Water Quality Control Board, Santa Ana region and/or this article, unless that person conducts his or her activities pursuant to the rules and regulations set forth in Title 40, Parts 122, 123 and 124 of the Code of Federal Regulations.

(Ord. No. 1442, § 2, 3-2-04)

Sec. 23-520. - Evidence of compliance.

No person shall engage in any construction or industrial activity, unless such person obtains all permits required by federal, state, county or City regulations and provides evidence to the Public Works Director that he or she has taken measures to control illegal discharges and has obtained all necessary permits.

(Ord. No. 1442, § 2, 3-2-04)

Sec. 23-521. - Falsifying information.

No person shall:

- (1) Knowingly make any false statement or representations to the Public Works Director.

- (2) File any false record report, plan, or other document with the City to avoid compliance with this chapter.
- (3) Any person who falsifies, tampers with or knowingly renders inaccurate monitoring devices or methods required under this chapter, shall have violated this chapter and shall be guilty of a misdemeanor.

(Ord. No. 1442, § 2, 3-2-04)

Sec. 23-522. - Damage to monitoring equipment and storm drain system.

No person shall break, damage, deface, destroy or tamper with monitoring equipment used to ensure compliance with this article. No person shall damage or interfere with the storm drain system. Any person who damages the storm drain system or monitoring equipment shall be liable to the City for all damages, including fines and penalties, and administrative costs related thereto.

(Ord. No. 1442, § 2, 3-2-04)

Sec. 23-523. - Removal of potential pollutants.

The Public Works Director may order a property or business owner to remove any materials, pollutants or substances on his or her property or business which may lead to an illegal discharge or otherwise cause water quality concerns.

Sec. 23-524. Reserved.

Sec. 23-525. Reserved.

Sec. 23-526. Reserved.

Sec. 23-527. Reserved.

Sec. 23-528. Reserved.

Sec. 23-529. Reserved.

Sec. 23-530. Reserved.

Sec. 23-531. Reserved.

Sec. 23-532. Reserved.

Sec. 23-533. Reserved.

Sec. 23-534. Reserved.

Sec. 23-535. Reserved.

Sec. 23-536. Reserved.

(Ord. No. 1442, § 2, 3-2-04)

## **DIVISION 2 – NEW DEVELOPMENT AND SIGNIFICANT REDEVELOPMENT**

Sec. 23-537. – Water Quality Management Plan; compliance and implementation.

The City Engineer shall have the authority to require the preparation and implementation of a WQMP for any development, redevelopment, utility, or road improvement project within the City limits.

(a) Prior to application submittal for plans examination, grading permit, building permit, or entitlement, a WQMP shall be prepared and submitted to the authorized City representative for all priority projects subject to this requirement under the applicable MS4 permit. The WQMP submittal requirement applies to construction projects covered by the Construction General Permit as well as construction projects with land disturbance of less than one acre. Qualifying development/redevelopment projects include:

- (1) All significant redevelopment projects - defined as the addition or replacement of 5,000 or more square feet of impervious surface on an already developed site subject to the discretionary approval of the City. Significant redevelopment does not include routine maintenance activities that are conducted to maintain original line and grade, hydraulic capacity, original purpose of the facility, or emergency redevelopment activity required to protect public health and safety. Where redevelopment results in an increase of less than 50 percent of the impervious surfaces of a previously existing developed site, and the existing development was not subject to WQMP requirements, the numeric sizing criteria discussed in Section 4 of the of the San Bernardino County Stormwater Program Technical Guidance Document for Water Quality Management Plans, effective September 19, 2013, (WQMP Technical Guidance Document) and any amendments to that WQMP Technical Guidance Document shall apply only to the addition or replacement, and not to the entire developed site. Where redevelopment results in an increase of 50 percent or more of the impervious surfaces of a previously existing developed site, the numeric sizing criteria discussed in Section 4 of the current version of the WQMP Technical Guidance Document shall apply to the entire developed site.
- (2) All new development projects that create 10,000 square feet or more of impervious surface (collectively over the entire development project site), including commercial, industrial, residential housing subdivisions (i.e., detached single-family home subdivisions, multifamily attached subdivisions or townhomes, condominiums, apartments, etc.), mixed-use, and public projects. New development projects include projects on public and private land that fall under the planning and building authority of the permitting jurisdiction.

- (3) New development or significant redevelopment of automotive repair shops (with SIC Codes 5013, 5014, 5541, 7532-7534, 7536-7539) where the project creates, adds and/or replaces 5,000 square feet or more of impervious surface.
  - (4) New development or significant redevelopment of eating places (with SIC Code 5812) where the land area of project is 5,000 square feet or more.
  - (5) All hillside developments of 5,000 square feet or more that are located on areas with known erosive soil conditions or where the natural slope is 25 percent or more.
  - (6) Developments of 2,500 square feet of impervious surface or more adjacent to (within 200 feet) or discharging directly into Environmentally Sensitive Areas or water bodies listed on the Clean Water Act, section 303(d) list of impaired waters.
  - (7) Parking lots of 5,000 square feet or more of impervious surfaces exposed to storm water. The term "parking lot" is defined as land area or facility for the temporary parking or storage of motor vehicles.
  - (8) New development or significant redevelopment of retail gasoline outlets that are either 5,000 square feet or more or have a projected average daily traffic of 100 or more vehicles per day.
  - (9) Non-priority/non-category projects may be required by the City to implement applicable site design LID and LIP requirements.
- (b) Preliminary project-specific WQMPs shall be submitted as early as possible during the environmental review or planning phase (land use entitlement). The final project-specific must be consistent with the preliminary project-specific WQMP. The City may require additional information and submittals for final approval.
  - (c) The WQMP shall be prepared in conformance with the WQMP Technical Guidance Document, or its successor, and template documents and other related guidance documents.
  - (d) The WQMP shall incorporate and implement site design, source control and/or treatment control BMPs to minimize runoff, increase onsite infiltration, and improve water quality as necessary to meet current MS4 Permit requirements. The WQMP must prioritize the use of LID treatment control measures and explain why LID treatment control measures cannot be used in order to propose another BMPs. The WQMP shall identify all BMPs that will be incorporated into the project to control post-construction storm water and non-storm water quality and quantity and shall be revised as necessary during the life of the project.

- (1) The owner(s) shall demonstrate that the proposed structural BMPs will infiltrate, and/or adequately treat, the projected storm water and urban runoff for the development project using the design standards for structural BMPs as specified in the applicable MS4 permit.
  - (2) All WQMPs shall include a maintenance schedule for all source control and treatment control BMPs, the owner(s) signed statement of responsibility for continued BMP maintenance, and a plan for continued maintenance responsibilities which must include signing a MOA as described in Sec 23-539.
- (e) No Certificate of Occupancy shall be issued for a development/redevelopment project without ensuring that all treatment control BMPs have been constructed as specified in the approved WQMP and will be maintained in compliance with the requirements of the municipal NPDES permit.
  - (f) Owner(s) shall submit and have approved an application to amend an approved WQMP prior to altering any BMP design, size, material, manufacturer, or specification. If a BMP is altered without approval, owner(s) shall restore the BMPs back to the original specifications in the approved WQMP. Altering a BMP without prior approval may result in enforcement actions.
  - (g) The City may, at its discretion, require updates and amendments to a previously approved WQMP when conditions warrant, up to and including: change or alteration in use of property, change or alteration of pollutant loads, inadequate pollutant removal BMPs, or any other circumstance where it can be established that current site conditions do not comply with the provisions of this chapter.
  - (h) Establishment of a Regulatory Fee. The City Council may establish a regulatory fee by Resolution and may from time to time adjust the fee by Resolution to recover the reasonable cost of permit issuance, administration, inspections, sampling, metering, and monitoring by the City Engineer. Such fee shall cover, but not exceed, the full cost of permit issuance, administration, inspections, sampling, metering, and monitoring and shall be allocated in a manner that bears a fair and reasonable relationship to the activities of the fee payers that are relative to the need for the WQMP.
  - (i) Compliance with the conditions and requirements of a WQMP shall not exempt any person from the requirement to independently comply with each provision of this article.

Sec. 23-538. – Installation of Structural source control and treatment control BMPs

In general, treatment control measures must be located within the new development or significant development project except as specified by the City's NPDES Permit. If the City approves treatment control measures outside the new development or significant redevelopment project, ownership of the treatment control measures will follow ownership of the new development or significant redevelopment project as described in 23-540.

Sec. 23-539. - Memorandum of agreement (MOA).

The owner(s) of any parcel subject to the development of a WQMP or any other residential tracts with structural source control or treatment control BMPs shall enter into a legally enforceable agreement with City, which, in consideration of project approval and/or connection to the storm drain system, the owner(s) agree to maintain post-construction source control, treatment control BMPs and other related features. A standard agreement form, or Memorandum of Agreement, has been approved by and is available from the City's Engineering Department. The MOA shall be executed by the owner(s) and shall be recorded with the County of San Bernardino's Assessor-Recorder-City Clerk.

- (a) The MOA agreement shall require the owner(s) to maintain, repair, and, if necessary, reconstruct the structural BMP, and shall state the terms, conditions, and schedule of maintenance for the structural BMP. The MOA agreement shall require the owner(s) to identify, fund, and continue to fund an available source of funding for the maintenance. In addition, it shall grant to the City a right of entry in the event that the City Engineer if the City Engineer has reason to believe it has become necessary to inspect, monitor, maintain, repair, or reconstruct the BMP; however, in no case shall the right of entry, of itself, confer an obligation on the City to assume responsibility for the BMP.
- (b) The MOA shall be binding on all current and subsequent owners of the site, portions of the site, and/or lots or parcels served by the BMP. Until such time that the transference of all property, sites, or lots served by the BMP is completed per section 23-542, the owner(s) listed in the recorded MOA shall have primary responsibility for carrying out the provisions of the agreement. Owner(s) shall provide notice of the transfer, sale, or deed of all property, sites, or lots served by the BMP to the City's Engineering Department.
- (c) The MOA shall require the Owner(s) to comply with the recordkeeping requirements articulated in 23-543.

Sec. 23-540. - Ownership of parcels subject to BMP maintenance requirements.

Owner(s) of a parcel or parcels subject to a requirement for maintenance of structural BMP features, shall:

- (1) Assume responsibility for maintenance and operation of any existing structural BMP feature to at least the MEP standard;
- (2) Conduct BMP maintenance and inspections as required in the approved WQMP;
- (3) Ensure that all structural BMP features are inspected at the frequency set forth in the approved WQMP, and retain proof of such inspections for a minimum of three years;
- (4) Replace any degraded structural BMP feature with new control measures, or BMP features, meeting the then current standards of the City; and
- (5) Shall not be free of liability and shall not be precluded from maintenance, operation, repair, or replacement of BMPs should they not possess knowledge that structural BMP features exist.

Sec. 23-541. - Transfer of ownership of parcels subject to BMP maintenance requirements.

The transfer, sale, or deed of a parcel or parcels subject to a requirement for maintenance of structural BMP features, shall include conditions requiring a transferee, and a transferee's successors and assigns, to:

- (1) Assume responsibility for maintenance and operation of any existing structural BMP feature to at least the MEP standard;
- (2) Conduct BMP maintenance and inspections as required in the approved WQMP;
- (3) Ensure that all structural BMP features are inspected at the frequency set forth in the approved WQMP and/or MOA, and retain proof of such inspections for at least three years;
- (4) Replace any degraded structural BMP feature with new control measures, or BMP features, meeting the then current standards of the City;
- (5) For conditions, covenants, and restrictions for properties which include structural BMP features that are to be maintained by a property or homeowner's association, such conditions, covenants and restrictions shall provide for maintenance of the BMP features by the association;

- (6) Any deed transferring title to said property shall include a reference to owner(s) agreement with the City under Section 23-539, which is applicable to owner(s) successors and assigns, and the BMP features that are to be maintained by the successor owner; and
- (7) If property, on which structural BMP features are located, is to be dedicated to a governmental agency, the transferor shall remain responsible for the BMP features until the agency provides a signed assumption of responsibility and confirmation that structural BMP features meet agency design standards.

Sec. 23-542. – Records.

- (a) Owner(s) shall maintain a copy of the approved WQMP readily accessible at each address associated with WQMP. Owner(s) shall maintain a copy of the approved WQMP readily accessible on themselves if Owner(s) maintains an office at an address different from the project WQMP.
- (b) Owner(s) of each structural BMP shall keep records of inspections, maintenance, and repairs for a minimum of three years from the date of creation of the record and shall submit the same upon request of the Building Official, City Engineer or Public Works Director.

Secs. 23-543. – WQMP Fees and Penalties.

- (a) If the Public Works Director has required a WQMP, the Public Works Director may also require a WQMP inspection fee.
- (b) If the Public Works Director has required a WQMP and determines that the WQMP has not complied with, the Public Works Director may also require a WQMP non-compliance re-inspection fee.
- (c) The Public Works Director may levy penalties for failure to comply with the provisions of this Division including, but not limited to, those provisions requiring WQMP structural equipment and BMP installation and maintenance.
- (d) All penalties and fees in this section shall be adopted by resolution and subject to periodic review and revision by resolution, as part of the City's updated and modified schedule of service fees, inspection fees and processing fees.

Sec. 23-544. Reserved.

Sec. 23-545. Reserved.

Sec. 23-546. Reserved.

Sec. 23-547. Reserved.

Sec. 23-548. Reserved.

Sec. 23-549. Reserved.

### **DIVISION 3. – ENFORCEMENT**

Sec. 23-550. - Inspection and repair; authority to enter.

- (a) The Public Works Director may inspect the premises of any person, business, discharger, or entity subject to the provisions of this article. The Public Works Director may:
  - (1) Conduct industrial and commercial inspections, sample waters and discharges, monitor construction activity, and other activities to determine compliance with the provisions of this article.
  - (2) Review records, reports, test results, or other information required to determine compliance with the provisions of this article and permits.
  - (3) Inspect any wastes, chemicals, storage areas, storage containers, waste generating processes, treatment facilities, and discharge locations.
  - (4) Inspect the premises of any person, business, discharger, or entity for which a WQMP has been prepared to determine whether the BMPs associated with the project WQMP are being installed, implemented, maintained, and continue to function as designed. Owner(s) shall maintain on-site, at all times, the necessary tools and personnel to access each BMP.
  - (5) Take any other action necessary to determine compliance with the provisions of this article.
- (b) Inspections may be conducted as routine inspections, re-inspections, random inspections, inspections based upon complaints or other notice of possible violations, and joint inspections with other agencies inspecting under environmental or safety laws. Inspection fees may be assessed for routine inspections and re-inspections. The inspection fees shall be adopted by resolution and shall be subject to periodic review and revision by resolution, as part of the City's updated and modified schedule of service fees, inspection fees and processing fees.
- (c) All dischargers shall allow the Public Works Director ready access at all reasonable times to all parts of their premises for the purpose of making inspections, sampling discharges, examining and copying of records, taking of photographs and video, and carrying out their duties as set forth in this article. Where a discharger has security measures in force which would require proper identification and clearance before entry into the discharger's premises, the discharger shall make necessary arrangements with its staff so that, upon presentation of suitable identification, the Public Works Director will be permitted to enter, without delay, for the purpose of performing inspection and sampling.

No person shall obstruct, hamper, or interfere with the Public Works Director while carrying out his or her official duties. Unreasonable delays in allowing the Public Works Director access to the discharger's premises shall be a violation of this article.

- (d) If the Public Works Director has reasonable cause to believe that non-storm water discharge conditions on or emanating from certain premises are hazardous, unsafe, or dangerous and require immediate inspection to safeguard the public health or safety, the Public Works Director shall have the right to immediately enter and inspect the property, and may use any reasonable means required to effect such entry and make such inspection, whether the property is occupied and whether or not formal permission to inspect has been obtained.
- (e) The Public Works Director shall exercise their rights under this article in a manner consistent with the applicable law, and no inspections or other actions are authorized under this section if such action would violate the rights of the person which is the subject of the action.
- (f) Such inspection may include the necessity to photograph or videotape any applicable chemicals, materials, wastes, storage areas, storage containers, waste generating processes, treatment facilities, and discharge locations.
- (g) If the Public Works Director has reasonable cause to believe that an illicit discharge non-storm water discharge conditions on or emanating from the premises are of a nature so as to require immediate inspection to safeguard public health or safety, the Public Works Director shall have the right to immediately enter, inspect, and repair said property and may use any reasonable means required to effect such entry and make such inspection, regardless if said property is occupied or unoccupied and regardless if formal permission to inspect said property has been obtained. In the case that the City performs emergency repairs, the City may issue an invoice for costs. An invoice for costs is immediately due and payable to the City for the actual costs incurred by the City. If any owner or occupant, permittee or any other person subject to an invoice for costs fails to either pay the invoice for costs or successfully appeal the invoice for costs in accordance with Section 23-20, then the enforcing attorney may institute collection proceedings.

Sec. 23-551. – Enforcement; generally.

- (a) The City may take any enforcement action or combination of enforcement actions provided in this article against any person who violates or threatens to violate any provision of this chapter. The remedies in this article are cumulative to any remedies provided in this Code or available under any applicable law and not exclusive.
- (b) Responsible persons/entities. Any person who erects, constructs, reconstructs, alters (whether actively or passively), operates, or maintains or who fails to erect, construct, reconstruct, alter, repair, operate, or maintain any structure,

facility, improvement, BMP, practice, or condition in violation of this chapter; as well as any person who participates in, assists, directs, creates, causes, or maintains a condition that results in or constitutes a violation of this chapter or fails to take appropriate action so that a violation of this chapter results or persists; or an owner, any tenant or occupant, or any other person, who has control over, or responsibility for, the use or development of the property on which the violation occurs shall be subject to the remedies, penalties, and/or enforcement actions in accordance with this section. For the purposes of this chapter, responsible persons/entities shall include but not be limited to:

- (1) Any person who participates in, assists, directs, creates, causes, or maintains a condition that constitutes a violation of this chapter or fails to take appropriate action so that a violation of this chapter results or persists.
  - (2) The owner of the land on which the violation occurs, any tenant or occupant of the property, any person who is responsible for storm water BMPs pursuant to a private agreement or public document, or any person who has control over, or responsibility for, the use, development, or redevelopment of the property.
  - (3) Any owner, person, tenant or occupant of land on which the violation occurs, and who participates in, assists, directs, creates, causes, or maintains a condition that constitutes a violation of this chapter or fails to take appropriate action so that a violation of this chapter results or persists, regardless if the owner, person, tenant or occupant possessed knowledge of provision of this chapter, permit requirement, or approved WQMP, its implementation or maintenance requirements.
- (c) Any failure to comply with an applicable requirement, prohibition, standard, or limitation imposed by this chapter or the terms or conditions of any permit or other development or redevelopment approval or authorization granted pursuant to this chapter is unlawful and shall constitute a violation of this chapter.
- (d) Each day a separate offense. Each day that a violation continues shall constitute a separate and distinct violation or offense.
- (e) Recovery of costs. If any discharger fails to comply with any provision of this chapter, meet the requirements of any permit or WQMP and additional inspections are, therefore, required, such dischargers shall be liable for the cost of additional inspection and any improvements, repairs, modifications, or maintenance necessary. These costs may be recovered through additional inspection fees to cover permit inspection and administration expenses.
- (f) In addition to any other remedies provided by this Code or available to the City under applicable law, the City may enforce violations of this chapter through the administrative, civil or criminal procedures described herein.

- (g) In any action to enforce this chapter, the burden is on the person who is the subject of such action to establish that a discharge was within the scope of a non-prohibited discharge.

(Ord. No. 1442, § 2, 3-2-04)

Sec. 23-552. – Administrative Enforcement

(a) The Public Works Director in accordance with the provisions of Article XI of Chapter 2 of this Code is authorized to enforce violations of this chapter through the means set forth in Article I of Chapter 23 of this Code.

(b) NOC. Whenever the Public Works Director finds that any person threatens to violate or has already violated any prohibition, limitation, or requirement contained in this chapter, any sewer, any NPDES permit, City permit, or the basin plan, the City may serve upon such person a written notice of correction stating the nature of the violation, the penalties for continued noncompliance, and the necessary actions that must be implemented to correct the situation. The NOC shall stipulate a time period by which the problem must be corrected. Issuance of an NOC may require a compliance monitoring fee that is subject to an inspection fees adopted by resolution that is subject to periodic review and revision by resolution, as part of the City's updated and modified schedule of service fees, inspection fees and processing fees. Issuance of a NOC shall not be a bar against, or a prerequisite for, taking any other action against the person. Nothing in this section shall limit the authority of the Public Works Director to take any action, including emergency actions or any other enforcement action.

(c) NOV.

(1) When the Public Works Director finds that any person has failed to comply with a NOC or has violated or continues to violate any prohibition, limitation or requirement contained in this chapter, any NPDES permit, City permit, or the basin plan, the City may serve upon such person a written notice of violation stating the nature of the violation and the penalties for noncompliance. At a minimum, the notice of violation shall require that the person submit to the Public Works Director within a time period specified in the notice, a plan indicating the cause of the violation and corrective actions which will be taken to prevent recurrence. The time period for submittal shall not exceed more than thirty (30) days. Nothing in this section shall limit the authority of the Public Works Director to take any action, including emergency actions or any other enforcement action.

(2) A person shall be guilty of a separate offense for every day during any portion of which any violation of any provision of this chapter is committed, continued or permitted by the person.

(3) Pursuant to Government Code sections 53069.4 and 36900(b), the following violation assessments will apply to the issuance of a notice of violation by Public Works Director:

- (A) A first notice of violation may be issued for a first violation of this chapter and may be punishable by a fine of \$100.
- (B) A second notice of violation shall be issued for a second violation of this chapter within one year and shall be punishable by a fine of \$200.
- (C) A third notice of violation shall be issued for a third violation of this chapter within one year and shall be punishable by a fine of up to \$500.
- (D) Notwithstanding subparagraphs (A) through (C), a violation that causes or threatens to cause harm to persons or the environment may be issued a fine for the first and any following violation of \$500 per violation per day.

(d) Administrative Compliance Meeting. The Public Works Director may require a IGP discharger to attend a non-compliance meeting with City staff which is intended to assist the discharger with correcting the IGP discharger's non-compliance. If a non-compliance meeting is required, the City may charge the discharger a fee.

(e) Administrative Orders

(1) Stop work order. The Public Works Director or City Engineer may issue an order identifying the provision(s) of this chapter or applicable permit or order that has been violated and directing any or all work or activities causing or contributing to the noted violation to immediately stop. A person ordered to stop any work or activity in accordance with this section must not restart the work or activity until the City has verified that corrective actions have been implemented and authorizes work or activities to resume. A stop work order shall require the discharger to pay a one thousand dollar (\$1,000) penalty fee to the City for the issuance thereof.

(2) Administrative compliance order. The Public Works Director may issue an administrative compliance order to any discharger who fails to correct a violation of this chapter, any NPDES permit or the Basin Plan. The order shall be in writing, specify the violation(s) and require appropriate compliance measures within a specified time period. The administrative compliance order may include the following terms and requirements:

- (A) Specific steps and time schedules for compliance as reasonably necessary to eliminate an existing prohibited discharge or illegal connection or to prevent the imminent threat of a prohibited discharge;
- (B) Specific requirements for containment, cleanup, removal, storage, installation of overhead covering or proper disposal of any pollutant having the potential to contact storm water;

(C) Installation of storm water treatment devices, containment structures, wash racks and addition and removal of storm water drains;

(D) Any other terms or requirements reasonably calculated to prevent imminent threat of or continuing violations of this chapter, including, but not limited to requirements for compliance with best management practices guidance documents promulgated by any federal, state or regional agency.

The Public Works Director may adopt a proposed compliance schedule submitted by the user or may adopt a revised compliance schedule if in his judgement, the proposed compliance schedule would allow the user to cause harm to the receiving waters and/or the City's storm drainage system. An administrative compliance order shall require the discharger to pay a one thousand dollar (\$1,000) penalty fee to the City for the issuance thereof.

(3) Cease and desist order. The Public Works Director may issue a cease and desist order to direct the owner or occupant of any property and/or any other person responsible for a violation of this chapter to:

(A) Immediately discontinue any illicit connection or prohibited discharge to the MS4;

(B) Immediately contain or divert any flow of water off the property, where the flow is occurring in violation of any provision of this chapter;

(C) Immediately discontinue any other violation of this chapter;

(D) Immediately clean up all areas affected by the violation; and/or

(E) Cease and desist with any or all continued work on a project (i.e., a stop work order) until such time as appropriate BMPs are implemented, the prohibited discharge is eliminated, or other appropriate actions are taken to ensure compliance with this chapter.

No cease and desist order is to be stayed, tolled or otherwise put on hold as a result of any administrative or other legal challenge to its terms. A cease and desist order is only to be stayed, tolled or put on hold where required as a result of the administrative review process or by a court of competent jurisdiction. A cease and desist order shall require the discharger to pay a one thousand dollar (\$1,000) penalty fee to the City for the issuance thereof.

(f) Permit revocation or denial. The Public Works Director may suspend, revoke, or deny a permit, license, or other approval for a development project or deny future permits on the project in accordance with the hearing procedures set forth in Section 23-559.

(g) Invoice for costs. The Public Works Director may deliver to the owner or occupant of any property, any permittee and/or any other person who becomes subject to an administrative order, an invoice for costs. An invoice for costs is immediately due and payable to the City for the actual costs incurred by the City in issuing and enforcing any

notice or order, including any costs incurred by the City to prevent, contain and/or clean up any potential or actual discharges to the MS4. If any owner or occupant, permittee or any other person subject to an invoice for costs fails to either pay the invoice for costs or successfully appeal the invoice for costs in accordance with Section 23-20, then the enforcing attorney may institute collection proceedings.

Sec. 23-553. – Inspection Fees.

(a) Inspection Fees. Industrial users and construction dischargers shall pay the applicable annual inspection fees and if necessary, the non-compliance re-inspection fees. The inspection fees shall be adopted by resolution and may be subject to periodic review and revision by resolution, as part of the City's updated and modified schedule of service fees, inspection fees and processing fees.

(b) Business License Inspection Fees. Business license inspection fees shall be collected on an annual basis for those businesses requiring regular compliance inspections. Affected businesses shall include industrial businesses subject to the IGP and other industrial and commercial sites/sources that the City determines may contribute a significant pollutant load to the MS4. The inspection fees shall be adopted by resolution and shall be subject to periodic review and revision by resolution, as part of the City's updated and modified schedule of service fees, inspection fees and processing fees.

Sec. 23-554 – Compensation for Damages

Any person who damages monitoring equipment, has the potential to affect or affects human health or the environment; discharges pollutants into the City's storm drainage system which causes or has the potential to cause increased maintenance of the system, non-routine inspection or sampling of the system, system blockages or other damage or interference to the MS4; or causes any other damages, including the imposition of fines or penalties on the City by Federal, State or local regulatory agencies, shall be liable to the City, as applicable, for all damages and additional costs, including fines and penalties. An administrative fee, which shall be fixed by the City Manager based on the City's current overhead cost allocation percentage, shall be added to these charges and shall be payable to the City within thirty (30) calendar days of invoicing.

Sec. 23-555. - Public nuisance.

(a) Any violation of this chapter shall be and the same is hereby declared to be unlawful and a public nuisance and the Public Works Director or City Attorney may commence

an action or actions for the abatement thereof, in accordance with the procedures described in Chapter 18 of this Code.

(b) Notwithstanding anything in this chapter to the contrary, the City may take all action necessary to inspect, investigate, assess, remedy or otherwise abate any discharge of a pollutant on or into any public property, including all publicly owned portions of the MS4.

(c) The cost of such abatement shall be borne by the owner of the property where the public nuisance occurs. The costs thereof may become a lien upon and against the property, if the costs are not paid and such lien shall continue in existence until the same shall be paid. If the lien is not satisfied by the owner, the property may be sold in satisfaction thereof in a like manner provided by law.

(Ord. No. 1442, § 2, 3-2-04)

Sec. 23-556. - Notices.

Unless otherwise specifically provided, all notices required under this chapter shall be given in writing and served by messenger or by first class, certified or registered mail. Notice shall be deemed received as follows, depending upon the method of transmittal:

- (1) By messenger, as of the date delivered; or
- (2) By United States mail, first class, certified or registered, as of 72 hours after deposit in the United States mail, or
- (3) By electronic mail (e-mail), as of the date delivered.

(Ord. No. 1442, § 2, 3-2-04)

Sec. 23-557. - Civil penalties.

In addition to any other remedies provided by this Code or available to the City under applicable law, the City, through its City Attorney, may enforce violations of this chapter by filing a complaint in a superior court seeking any applicable civil remedies, including, without limitation, declaratory or injunctive relief.

In any such action commenced by the City Attorney, the City shall be entitled to recover its reasonable costs and expenses, including reasonable attorney's fees and expert expenses.

Filing a suit for civil penalties shall not be a bar against, or a prerequisite for taking any other action. The City may institute further legal action to collect such penalties in the

event that the violator of this chapter fails or refuses to pay said penalty within thirty (30) days from the date that it has been assessed.

(Ord. No. 1442, § 2, 3-2-04)

Sec. 23-558. - Criminal prosecution.

Any person violating any of the provisions of this chapter or failing to comply with any mandatory requirement from the City shall be guilty of a misdemeanor and shall be subject to a fine not to exceed One Thousand Dollars (\$1,000), or by imprisonment not to exceed six (6) months, or by both such fine and imprisonment. Each such person shall be guilty of a separate offence for each and every day during any portion of which any violation of any provision of this chapter is committed, continued or permitted by any such person, and shall be punished accordingly.

(Ord. No. 1442, § 2, 3-2-04)

Sec 23-559. – Reserved Administrative Hearings and Appeals.

(a) Any person who violates any provision of this chapter, or any permit or order issued hereunder, or any person subject to an order, waiver, permit condition, permit modification, disapproval of a permit application, or any other decision made by the Public Works Director, may request — or the Public Works Director may order — an administrative hearing. An administrative hearing officer not directly involved in the enforcement of this chapter shall preside over the hearing, at which each party shall have the right to present evidence.

(1) The person requesting an administrative hearing may request a stay of the challenged decision or action during the pendency of the administrative hearing. The Public Works Director may grant such a request if the Public finds that granting the stay does not threaten public health or safety, including damage to the sewer or storm water systems.

(2) Notwithstanding subsection (1), the imposition of fines or penalties shall be automatically stayed during pendency of the administrative hearing, unless the Public Works Director or administrative hearing officer determines that such a stay would threaten public health or safety.

(b) The city shall serve written notice on the person subject to the hearing. The notice shall specify the time and place of the hearing, the challenged action or violation, and the proposed enforcement action, if any. For administrative hearings regarding proposed enforcement actions under this chapter, the notice shall direct the person subject to the enforcement action to show cause before the hearing officer why the proposed enforcement action should not be taken. The notice of hearing shall be served

personally or by registered or certified mail, return receipt requested, at least ten (10) days and no more than sixty (60) days before the hearing. Service may be made on any agent or officer of the person.

(c) Such a hearing shall not be a bar to, or a prerequisite for, taking any other authorized action against the person.

(d) Administrative hearing decisions issued pursuant to this chapter may be appealed to the City Manager. The City Manager may amend, modify, confirm, or reject any such decision, provided that the purpose and intent of this chapter are not violated. The City Manager's determination shall constitute the final administrative decision of the city.

(1) The person requesting an appeal may request a stay of the administrative hearing decision during the pendency of the appeal. The City Manager may grant such a request if the City Manager finds that granting the stay does not threaten public health or safety, including potential damage to the sewer or storm water systems.

(2) Notwithstanding subsection (1), the imposition of fines or penalties shall be automatically stayed during the appeal period, unless the Public Works Director, administrative hearing officer, or City Manager determines that such a stay would threaten public health or safety.





# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 26-0712

**Agenda #:** B.

**Agenda Date:** 12/9/2025

**Category:** New Business

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**FROM:**

Development Services

**SUBJECT:**

Introduction and First Reading of Ordinance No. 1981, an Ordinance of the City Council of the City of Fontana, County of San Bernardino, California, Amending Fontana Municipal Code Sections 15-820 (Permits Required) and 15-821 (Review Of Permit Application; Decision) to Comply with New State Law and Help Protect the City's Community by Effectively Regulating the Sale of Food, Goods, and Merchandise that Create a Health and Safety Danger.

**RECOMMENDATION:**

Introduce and waive further reading of **Ordinance No. 1981** ("Ordinance"), amending Fontana Municipal Code ("FMC") Sections 15-820 (Permits Required) and 15-821 (Review of Permit Application; Decision) to comply with new State law (SB 635) and to protect the community by effectively regulating the sale of food, goods, and merchandise that pose a significant potential health and safety risk to the public.

**COUNCIL GOALS:**

- To comply with State law and help protect the City's community by effectively regulating the sale of food, goods, and merchandise that have a significant potential for creating a health and safety danger to the public.

**DISCUSSION:**

California Constitution, article XI, section 7, authorizes the City to adopt and enforce local police, sanitary, and other ordinances and regulations that are not in conflict with the general laws. Government Code section 51038 authorizes the City to regulate sidewalk vending to help protect public health and safety. The City has previously adopted FMC chapter 15, article XVII (Sidewalk Vending) to regulate sidewalk vending within the City. The City must amend its Sidewalk Vending Ordinance to comply with new restrictions from SB 635 effective January 1, 2026.

**FISCAL IMPACT:**

There is no direct fiscal impact from this item.

**MOTION:**

Approve staff recommendation.

**ORDINANCE NO. 1981**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, CALIFORNIA, AMENDING FONTANA MUNICIPAL CODE SECTIONS 15-820 (PERMITS REQUIRED) AND 15-821 (REVIEW OF PERMIT APPLICATION; DECISION) TO COMPLY WITH NEW STATE LAW AND HELP PROTECT THE CITY'S COMMUNITY BY EFFECTIVELY REGULATING THE SALE OF FOOD, GOODS, AND MERCHANDISE THAT CREATE A HEALTH AND SAFETY DANGER**

**WHEREAS**, California Constitution, article XI, section 7, authorizes the City of Fontana ("City") to adopt and enforce local police, sanitary, and other ordinances and regulations that are not in conflict with the general laws.

**WHEREAS**, Government Code section 51038 authorizes the City to regulate sidewalk vending to help protect public health and safety.

**WHEREAS**, Senate Bill number 635, effective January 1, 2026, changes the law regarding regulation of sidewalk vending.

**WHEREAS**, the City has previously adopted Fontana Municipal Code ("FMC") chapter 15, article XVII (Sidewalk Vending) to regulate sidewalk vending within the City.

**WHEREAS**, the City now desires to amend FMC sections 15-820 (Permits Required) and 15-821 (Review of Permit Application; Decision) to comply with State law and help protect the City's community by effectively regulating the sale of food, goods, and merchandise that have a significant potential to create health and safety danger.

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

**Section 1.** The above recitals are true and correct and are incorporated herein.

**Section 2.** FMC section 15-820 (Permits Required) is hereby amended, and is to read in its entirety as follows:

**15-820 Permits Required**

- (a) All sidewalk vendors shall obtain a sidewalk vending permit from the city's business license department prior to engaging in any sidewalk vending activities. All of the following information shall be required:
  - (1) Name, current mailing address, and phone number of the vendor, any person(s) who will be in charge of any sidewalk vending and/or be responsible for the person(s) working at the sidewalk vending location, and any person(s) that will be employed as roaming sidewalk vendors.

Ordinance No. 1981

- (2) A description of the merchandise/goods to be offered for sale or exchange.
- (3) The days and hours of operation.
- (4) A certification by the vendor that to his or her knowledge and belief, the information contained on the form is true.
- (5) A copy of the California seller's permit with the sales tax number issued by the California Department of Tax and Fee Administration to the vendor, which notes that the city is a location or sub-location, which permit shall be maintained for the duration of the vendor's permit.
- (6) If the vendor is an agent of an individual, company, partnership, or corporation, the name and business address of the principal.
- (7) If preparing or selling food, a copy of the county health department health permit issued to the vendor and, if applicable, to the transport vehicle.
- (8) For stationary sidewalk vendors, a site plan map of the proposed location(s) where vending will take place, showing that the sidewalk location maintains a minimum of 36 inches of accessible route area, in compliance with the Americans with Disabilities Act, which site plan shall be approved by the planning division in consultation with the engineering department.
- (9) For stationary sidewalk vendors, a public liability policy, including products liability insurance, issued by an insurance company approved by the city with limits of \$1,000,000.00 each person, \$2,000,000.00 each occurrence for personal and \$1,000,000.00 each occurrence for property damage, or equivalent cash, certified check or cashier's check, in favor of the city, to insure the city against any and all liability of every nature whatsoever connected directly or indirectly with the applicant's activities. All insurance companies affording coverage shall be required to add the city as an additional insured under their insurance policy. A copy of the policy endorsement shall be provided to the city. A certificate of insurance, providing evidence of coverage in compliance with this article shall be supplied to the city prior to issuance of the permit.
- (10) If the sidewalk vendor will be selling food, a statement as to whether the food will be prepared on site, whether such food will require a heating element inside or on the sidewalk vending receptacle for food preparation, and the type of heating element.
- (11) An acknowledgment that the sidewalk vendor will comply with all other generally applicable local, state and federal laws.

- (12) A certification that, to the applicant's knowledge and belief, the information contained in the application is true.
  - (13) An agreement by the vendor to defend, indemnify, release, and hold harmless the city, its city council, boards, commissions, officers and employees from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever that may arise from or in any manner relate (directly or indirectly) to the permit or the vendor's sidewalk vending activities. This indemnification shall include, but not be limited to, damages awarded against the city, any costs of suit, attorneys' fees, and other expenses incurred in connection with such claim, action or proceeding whether incurred by the permittee, city and/or the parties initiating or bringing such proceeding.
  - (14) An acknowledgment by the vendor that the use of public property is at the vendor's own risk, that the city does not undertake any steps to ensure public property is safe or conducive to sidewalk vending activities, and the sidewalk vendor uses public property at his/her own risk.
  - (15) An acknowledgement by the vendor that the vendor will obtain and maintain throughout the duration of any permit issued under this chapter any insurance required by this chapter.
  - (16) Proof of payment of the applicable business license tax
  - (17) Any other relevant information required by the director permitted by State law.
- (b) At the time the application or renewal application is filed, the applicant shall pay a nonrefundable permit processing fee, which fee may be established and amended from time to time by resolution or motion of the city council.

**Section 3.** FMC section 15-821 (Review of Permit Application; Decision) is hereby amended, and is to read in its entirety as follows:

**15-821 Review of Permit Application; Decision**

- (a) Upon receipt of a properly completed and filed sidewalk vendor permit application and payment of the applicable permit processing fee, the director shall conduct a preliminary investigation to determine compliance with this article and shall make such determination within no more than 30 days following such receipt to approve or deny the application. The director

shall provide the applicant with written notice of his or her decision to the address indicated in the application.

- (b) The director may deny an application for a permit if he or she makes any of the following findings:
  - (1) The applicant has failed to pay the application permit fee.
  - (2) The applicant has made one or more material misstatements in the application for a permit.
  - (3) The applicant's vending operation, as described in the application, is inconsistent with the standards, conditions, and requirements of this article.
  - (4) It is determined that the applicant does not possess all federal, state, and local permits and licenses necessary to engage in the activity in which he or she seeks to engage.
- (c) If the application is denied, the reasons for disapproval shall be noted on the application, and the applicant shall be notified that his or her application is denied and that no permit will be issued. Notice shall be mailed to the applicant at the address shown on the application form.
- (d) If the director approves the applicant's permit, he or she shall endorse his or her approval on the application and shall, upon payment of the prescribed fee, deliver the permit to the applicant.
- (e) *Exemptions.* A sidewalk vending permit shall not be required for the following activities:
  - (1) The sale of agriculture products on the site where the product is grown.
  - (2) Catering for private parties held exclusively on private property and not open to the general public.
  - (3) Events permitted pursuant to a lawfully issued temporary event permit including but not limited to a certified farmers' market, swap meet, street fairs, outdoor concerts, sport league opening day, and business sidewalk sales.
- (f) *Term of permit.* A sidewalk vending permit issued pursuant to this chapter shall automatically expire one year from the date issued, unless an earlier expiration

date is noted on the permit. Renewal applications must be submitted 30 days prior to expiration of the permit.

- (g) *Transferability.* A sidewalk vending permit shall not be transferable to any other entity or person and is valid only as to the original applicant for the term stated.

**Section 4.** Compliance with California Environmental Quality Act. The Fontana City Council (“City Council”) finds that this Ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to California Code of Regulations, title 14, chapter 3 (“CEQA Guidelines”), sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) because it has no potential for resulting in physical change to the environment, directly or indirectly. Further, if the activity is deemed a project, the City Council finds that this Ordinance is exempt pursuant to CEQA Guidelines section 15061(b)(3).

**Section 5.** Severability. If any section or provision of this Ordinance is for any reason held to be invalid, unconstitutional, illegal, or unenforceable by any court of competent jurisdiction, or contravened by reason of any preemptive legislation, then such section or provision shall be severed and shall be inoperative, and the remainder of this Ordinance shall remain in full force and effect.

**Section 6.** The Mayor shall sign and the City Clerk shall certify passage and adoption of this Ordinance, and the City Clerk shall cause the same to be published and posted pursuant to the provisions of law in this regard, and this Ordinance shall take effect 30 days after its final passage.

**APPROVED AND ADOPTED** this 27th day of January 2026.

**READ AND APPROVED AS TO LEGAL FORM:**

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City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Ordinance is the actual Ordinance adopted by the City Council and was introduced at a regular meeting on the 9th day of December 2025, and was finally passed and adopted not less than five days thereafter on the 27<sup>th</sup> day of January 2026, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

Ordinance No. 1981

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City Clerk of the City of Fontana

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Mayor of the City of Fontana

**ATTEST:**

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City Clerk



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 26-0703

**Agenda #:** C.

**Agenda Date:** 12/9/2025

**Category:** New Business

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**FROM:**

Human Resources

**SUBJECT:**

Amending Fontana Municipal Code Section 2-39 to Increase the Salary for Members of the City Council and Mayor; Introduction and First Reading of Ordinance

**RECOMMENDATION:**

Read by title only and waive further reading of and introduce **Ordinance No. 1979**, Amending Section 2-39 of the Fontana Municipal Code, regarding the salary for members of the City Council and Mayor.

**COUNCIL GOALS:**

- Increase citizen involvement by Developing future leaders.
- Create and maintain a dynamic team by promoting stability and predictability by providing consistent policy direction.

**DISCUSSION:**

Government Code Section 36516 controls the salary of council members in general law cities and provides for up to a five percent (5%) annual increase in city council member salaries from the operative date of the last city council salary adjustment. Government Code Section 36516.1 also provides that a directly-elected mayor may receive compensation in addition to the compensation they receive as a council member.

Government Code Section 36516.5 further provides that any change in City Council compensation adopted via ordinance pursuant to Section 36516 shall become effective whenever one or more members of the city council becomes eligible for a salary increase by virtue of the council member beginning a new term of office.

Currently, members of the City Council receive \$2,106.00 per month in compensation, which was set in February 2022 by Ordinance No. 1884 and codified in Section 2-39 of the Fontana Municipal Code. The Mayor's additional compensation, according to Section 2-39 of the Fontana Municipal Code, is \$2,094.00 per month.

Pursuant to Government Code Section 36516(a), the City Council members are eligible for a 5% increase for each year since the most recent adjustment in 2022 for a total of 20% with an effective date of December 2026. The cumulative CPI (Consumer Price Index) has increased by 18.9% from 2022 to 2025.

The proposed adjustment for City Council members and Mayor is 5% following the November 2026

election. This amounts to an additional \$105 per month for the City Council members ( $\$2,106 \times 5\%$ ) and an additional \$210 per month for the Mayor ( $(\$2,106 \times 5\%); (\$2,094 \times 5\%)$ , respectively). A salary survey was conducted, and with the proposed increase, our agency is ranked fifth out of 12 comparable agencies, behind Chino, Ontario, Riverside, and San Bernardino.

Actual salary adjustments for members of City Council would be effective beginning December 12, 2026. These adjustments shall be payable only on or after the date on which one or more members of the Council become eligible by virtue of beginning a new term of office following the next succeeding general municipal election held in the City, consistent with Government Code Section 36516.5 and Fontana Municipal Code 2-40.

**FISCAL IMPACT:**

The fiscal impact associated with the approval of this item will result in a net increase in annual salary expenses of \$7,574.40 once fully effective in December 2026. There is no fiscal impact for 2025-26 and necessary budget adjustments will be included in the 2026-27 Supplemental Budget.

**MOTION:**

Approve staff's recommendation.

**ORDINANCE NO. 1979**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA AMENDING SECTIONS 2-39 OF THE FONTANA MUNICIPAL CODE, REGARDING THE SALARY FOR MEMBERS OF THE CITY COUNCIL AND MAYOR.**

**WHEREAS**, the City of Fontana, California is a municipal corporation, duly organized under the constitution and laws of the State of California; and

**WHEREAS**, Article XI, section 7 of the California Constitution grants the City broad discretionary power to “make and enforce within its limits all local police, sanitary, and other ordinances and regulations not in conflict with general laws”; and

**WHEREAS**, Section 36516 of the Government Code provides the method by which salaries for members of a city council of a city are established and increased; and

**WHEREAS**, Section 36516(a)(4) of the Government Code provides that a city council of a city may, by ordinance, authorize an increase in salary to members of the city council, so long as such increase does not exceed an amount equal to five percent (5%) for each calendar year from the operative date of the last adjustment of salary; and

**WHEREAS**, the salary for the members of the City Council of the City pursuant to Ordinance No. 1884 adopted February 8, 2022, is currently set at \$2,106.00 per month, with an additional \$2,094 per month for the City’s directly elected Mayor in accordance with Government Code § 36516.1; and

**WHEREAS**, the salary for the members of the City Council was set in 2022; and

**WHEREAS**, the City Council wishes to enact a new ordinance superseding Ordinance No. 1884 and increasing the monthly salary of the members of the City Council and Mayor within the limitations of Government Code Section 36516(a)(4); and

**WHEREAS**, in order to encourage qualified persons to become members of the City Council and to assure that members of the City Council are compensated comparably to council members of other cities, it is in the best interests of the City to increase the salary of the members of the City Council; and

**WHEREAS**, a duly noticed public meeting was held at which time this ordinance was considered and at which time all persons wishing to be heard were afforded an opportunity to do so; and

**WHEREAS**, all other legal prerequisites to the adoption of this Ordinance have occurred.

**THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA DOES ORDAIN AS FOLLOWS:**

**Section 1. Incorporation of Recitals.** The above recitals are true and correct and are incorporated herein by this reference as findings in support of this Ordinance.

**Section 2. Amendment.** Section 2-39 of Article II of Chapter 2 of the Fontana Municipal Code is hereby amended in its entirety to read as follows:

**Sec. 2-39. - Salaries—Generally.**

As allowed in Government Code § 36516, each member of the council shall receive as salary the sum of \$2,211 per month and in addition to this sum the mayor shall receive an additional \$2,198 per month in accordance with Government Code § 36516.1, which shall be payable at the same time and in the same manner as the salaries are paid to other officers and employees of the city.”

**Section 3. CEQA.** The City Council determines that this code amendment is not subject to environmental review under the California Environmental Quality Act (“CEQA”) pursuant to State CEQA Guidelines (Cal. Code Regs., § 15000 et seq.) sections 15060(c)(3) and 15061(b)(3). Pursuant to State CEQA Guidelines section 15060(c)(3) and Section 3.01(f) of the City of Fontana 2018 Local Guidelines for Implementing the California Environmental Quality Act, the proposed regulations do not constitute a project under CEQA and have no potential to result in a direct or reasonably foreseeable indirect physical change in the environment.

**Section 4. Custodian of Records.** The documents and materials that constitute the record of proceedings on which this Ordinance is based are located at the City Clerk’s office located at 8353 Sierra Avenue, Fontana, CA 92335. The custodian of these records is the City Clerk.

**Section 5. Severability.** If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The people of the City of Fontana hereby declare that they would have adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

**Section 6. Effective Date.** This Ordinance shall be effective thirty days following its adoption. The increased salaries for the Mayor and members of the City Council shall be provided immediately following the seating of one or more members of City Council at the next municipal election following the effective date of this Ordinance.

**Section 7. Publication.** The City Clerk shall certify to the adoption of this Ordinance. Not later than fifteen (15) days following the passage of this Ordinance, the Ordinance, or a summary thereof, along with the names of the City Council members voting for and against the Ordinance, shall be published in a newspaper of general circulation in the City of Fontana.

**APPROVED AND ADOPTED** this 27th day of January 2026.

**READ AND APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Ordinance is the actual Ordinance adopted by the City Council and was introduced at a regular meeting on the 9th day of December 2025, and was finally passed and adopted not less than five days thereafter on the 27<sup>th</sup> day of January 2026, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
City Clerk of the City of Fontana

\_\_\_\_\_  
Mayor of the City of Fontana

**ATTEST:**

\_\_\_\_\_  
City Clerk



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 25-0699  
**Agenda #:** A.  
Communications/Reports

**Agenda Date:** 12/9/2025  
**Category:** Elected Officials

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### Commission Applications

Tuesday, December 9, 2025



### City Council

Acquanetta Warren, Mayor

Peter Garcia, Mayor Pro Tem

John Roberts, Council Member

Jesus "Jesse" Sandoval, Council Member

Phillip W. Cothran., Council Member