City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Regular Agenda

Ord. No.1993 Reso. No. 2026-054

Tuesday, June 23, 2026

2:00 PM

Steelworkers' Auditorium
8437 Sierra Avenue
Fontana, Ca. 92335

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 Steelworker's Auditorium 8437 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 Steelworker's Auditorium 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.

The City provides automated live translation services during City Council meetings. To request additional language assistance, please contact the City Clerk's Office at (909) 350-7602.

La Ciudad ofrece servicios automatizados de traducción en vivo durante las reuniones del Concejo Municipal. Para solicitar asistencia adicional en otros idiomas, 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 Steelworker's Auditorium. All bags are subject to search. Face masks are prohibited in the Steelworker's Auditorium, but clear masks will be provided upon request to accommodate individuals with medical needs, ensuring their safety and well-being. Before entering the Steelworker's Auditorium, 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.

A. Call To Order/Roll Call:

INVOCATION/PLEDGE OF ALLEGIANCE:

A. Invocation/Pledge of Allegiance:

CEREMONIAL/ SPECIAL PRESENTATIONS:

A. Ceremonial/ Special Presentations

A. Mayor Warren and City Council to recognize Corporal Dustin Mullins, Officers Nicholas Straka, Gavin Rivers & Jon Gearhart, and Lead Property Technician Yvonne Jimenez, Property Technicians Jeana Grantley, Roxana Ramirez, & Adriana Barajas and Community Service Officer 26-1084

David Martinez as April 2026 Employees of the month.

B. Mayor Warren and City Council to recognize Dispatch Call Taker Joslynn Perez as May 2026 Employee of the month. **26-1085**

C. Clean California Presentation **26-1096**

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 **26-1083**

Approve the minutes of June 9, 2026, Regular City Council Meeting.

Attachments: Attachment No. 1- City Council Meeting Minutes 06-09-2026.pdf

B. Authorizing Sole Source Purchasing Practices of Econolite Traffic Equipment for the Highway Safety Improvement Program (HSIP) TMS Signal Intersection Improvements (HSIPSL-5307(037)) **26-0991**

1. Authorize Engineering Department to procure Econolite Traffic Equipment for the Highway Safety Improvement Program (HSIP) TMS Signal Intersection Improvements (HSIPSL-5307(037)), in the amount of $1,171,480.00 and authorize a 10% contingency in the amount of $117,148.00, utilizing the Purchasing Policy and Procedure Manual Section 3.1.5 Non-Competitive Proposal - Sole Source.

2. Approve and authorize the City Manager to enter into any and all utility agreements, utility easements, installation, and subsequent agreements on behalf of the City for the Highway Safety Improvement Program (HSIP) TMS Signal Intersection Improvements HSIPSL-5307(037).

Attachments: Attachment No. 1 - Vicinity Map
Attachment No. 2 - Econolite's Equipment and Installation Quote.pdf
Attachment No. 3 - Econolite - TBD.pdf

C. Final Acceptance for the Demolition of 16756 and 16766 Arrow Blvd Project (PW-26-14-CC) **26-1001**

Accept as complete the work performed by Interior Demolition Inc. for the Demolition Project (PW-26-14-CC) of 16756 and 16766 Arrow Blvd and approve the final amount of $218,101.70.

D. Adopt a Resolution Updating and Renewing Authorization for Participation in the CalRecycle Tire Cleanup (TCU) Grant Program **26-1015**

Adopt **Resolution No. 2026-054**, Authorizing the submittal of any and all payment program applications offered by CalRecycle.

Attachments: Attachment No. 1- TCU20 Resolution.docx

E. Approve a Development Impact Fee Credit Agreement for Parcel Map No. 20215 **26-1041**

Approve and authorize the City Manager to enter into a Development Impact Fee Credit Agreement with CIVF VI - CA1W02, LLC, a Delaware limited liability company, for the construction of Sewer, Storm Drain, and Circulation for Parcel Map No. 20215.

Attachments: Attachment No. 1- Vicinity Map.pdf
Attachment No. 2- Parcel Map No. 20215-Development Impact Fee Credit Agreement.pdf

F. Final Acceptance of Street and Sewer Improvements on Valencia Avenue for Tract No. 20546 **26-1044**

1. Accept as complete the street and sewer improvements for Tract No. 20546, located along Valencia Avenue between Oleander Avenue and Cypress Avenue.

2. Adopt **Resolution No. 2026-055**, accepting sewer on Valencia Avenue for Tract No. 20546 as part of the City sewer system.

Attachments: Attachment No. 1 -SEWER ACCEPTANCE RESOLUTION.docx
Attachment No. 2 - Vicinity Map.pdf
Attachment No. 3 - Subdivision Improvement Agreement.pdf
Attachment No. 4 - Recorded Tract Map 20546.pdf

G. Award a Construction Contract for the City Sidewalk Reconstruction #3 Project (DE-26-167-SB) **26-1045**

1. Award bid and authorize the City Manager to enter into a construction contract with DT Stellar General Engineering for the construction of the City Sidewalk Reconstruction #3 Project in the amount of $808,161.00 and authorize a 25% contingency in the amount of $202,040.25 (DE-26-167-SB).
2. Approve and authorize the City Manager to enter into any and all utility agreements, utility easements, and subsequent agreements on behalf of the City of Fontana for City Sidewalk Reconstruction #3 Project.

Attachments: Attachment No. 1- Sidewalk Project Map #3.pdf
Attachment No. 2- Bid Results - City Sidewalk Reconstruction #3.pdf
Attachment No. 3- Summary.pdf

H. 2026-27 Statement of Investment Policy **26-1053**

Adopt the City of Fontana Statement of Investment Policy for Fiscal Year 2026-27.

Attachments: Attachment No. 1- Fontana 2026-27 Investment Policy.docx
Attachment No. 2- Fontana 2026-2027 Investment Policy (Updated with WAL redline - 6.3.26).docx

I. Acceptance of Final Map for Tract No. 18973 **26-1058**

1. Approve the Final Map for Tract No. 18973, located on the west side of Date Street and north of Randall Avenue.

2. Accept dedication of a public easement.

3. Authorize the City Manager to enter into a Subdivision Agreement with the subdivider.

Attachments: Attachment No. 1- TR 18973 VICINITY MAP.pdf
Attachment No. 2- TR 18973 Subdivision Improvement Agreement.pdf
Attachment No. 3- TR 18973.pdf

J. Approve Task Order for Engineering Design Services with HR Green Pacific, Inc. for the SCE Undergrounding Acosta & Firebird Circuits Project (DE-24-195-SQ-14) **26-1064**

1. Approve and authorize the City Manager to enter into a Task Order in a not-to exceed amount of $607,710.00 with HR Green Pacific, Inc. for engineering design services for the SCE Undergrounding Acosta & Firebird Circuits Project (DE-24-195-SQ-14).
2. Approve and authorize the City Manager to enter into any future

amendments to the Task Order in a not-to-exceed amount of $100,000.00.

3. Authorize the City Manager to enter into any and all utility agreements, utility easements, and any related items on behalf of the City of Fontana for the SCE Undergrounding Acosta & Firebird Circuits Project (DE-24-195-SQ-14).

Attachments: Attachment 1 - Vicinity Map
Attachment 2 - HR Green Pacific, Inc. Proposal

K. A Resolution of the City Council of the City of Fontana Approving a Development Impact Fee Deferral Agreement Between the City of Fontana and SA Golden Investments Inc. for a Multi-Family Residential Apartment Complex Project and Authorizing the City Manager to Enter into the Agreement and Take Certain Actions to Complete the Transaction. **26-1066**

Adopt **Resolution No. 2026-056**, approving a Development Impact Fee Deferral Agreement between the City of Fontana and SA Golden Investments Inc. for a multi-family residential apartment complex project, and authorizing the City Manager to enter into the agreement and take certain actions to complete the transaction.

Attachments: Attachment No. 1- BLD 801&802 Resolution.docx
Attachment No. 2- BLD 801&802 Dev. Impact Fee Agreement.docx

L. Approve a Purchase and Sale Agreement between the City of Fontana and VRP, Inc., a California Corporation, for the real property along Oleander Avenue **26-1073**

1. Approve a Purchase and Sale Agreement between the City of Fontana and VRP, Inc., a California Corporation, for the sale of a small portion of real property along Oleander Avenue.

2. Authorize the City Manager to enter into a Purchase and Sale Agreement with VRP, Inc., a California Corporation.

Attachments: Attachment No. 1- Purchase and Sale Agreement.pdf
Attachment No. 2- Vicinity Map - Oleander.pdf
Attachment No. 3- Resolution No. 2024-001 - Executed.pdf
Attachment No. 4- Exhibit A - Caltrans Relinquishment - Oleander - 5702.pdf
Attachment No. 5- Appraisal - Oleander Ave.pdf

M. Fontana Police Helicopter Service Contract **26-1075**

1. Approve a Service Agreement with HeliSafe, Inc. utilizing Purchasing

Policy and Procedure Manual 3.1.5 Non-Competitive Proposal - Single/Sole Source for the Fontana Police Department Air Support Unit Helicopters.

2. Authorize the City Manager (or his designee) to enter into a Service Agreement, all related documentation, and any amendments to continue this cooperative agreement as long as it is in the best interest of the City of Fontana.

Attachments: Attachment No. 1- COMPLETED FPD HeliSafe PSA PD-26-185-MS.docx

N. Levy of a Special Tax in Community Facilities Districts (Maintenance) for Fiscal Year 2026-2027. **26-1078**

Adopt **Resolution No. 2026-057,** Authorizing the Levy of a Special Tax within Community Facilities Districts (Maintenance) for Fiscal Year 2026-2027.

Attachments: Attachment No. 1 - Resolution
Attachment No. 2 - Exhibit A

O. Levy of a Special Tax in Community Facilities District No. 1 (Southridge Village) for Fiscal Year 2026-2027. **26-1079**

Adopt **Resolution No. 2026-058,** Authorizing the Levy of a Special Tax in Community Facilities District No. 1 (Southridge) for Fiscal Year 2026-2027.

Attachments: Attachment No. 1- Resolution
Attachment No. 2- Exhibit A

P. Levy of a Special Taxes for Fiscal Year 2026-27 with respect to Community Facilities Districts of City of Fontana. **26-1080**

Adopt **Resolution No. 2026-059,** of the City Council of the City of Fontana, California, authorizing the Levy of a Special Tax for the City of Fontana's Community Facilities Districts for Fiscal Year 2026-2027.

Attachments: Attachment No. 1 - Resolution
Attachment No. 2 - Exhibit A
Attachment No. 3 - Exhibit B

Q. Amendment No. 9 to the Waste Disposal Agreement with the County of San Bernardino **26-1082**

Approve Amendment No. 9 to the Waste Disposal Agreement (WDA) with the County of San Bernardino

Attachments: Attachment 1 - 1998 Waste Disposal Agreement.pdf
Attachment 2 - Amendment No. 9 to the Waste Disposal Agreement

R. Recharge Recycled Water Contract with Fontana Water Company **26-1091**

1. Approve an Agreement regarding the transfer of recycled water recharged by the Inland Empire Utilities Agency for the City and transferred to the Fontana Water Company.

2. Authorize the City Manager to enter into the Agreement with the Fontana Water Company regarding the transfer of recycled water recharged.

Attachments: Attachment No. 1- COF.FWC.6.16.26_Recyecled_Water_Agreement.pdf

S. Acceptance of Final Parcel Map No. 20910 for the Development of a 595 Multi-Family Unit Project on the Southwest Corner of Citrus Avenue and Summit Avenue, and the Abandonment of Easements on Said Map **26-1092**

1. Approve Final Parcel Map No. 20910 for the development on the southwest corner of Citrus Avenue and Summit Avenue.

2. Accept dedication of public streets and easements.

3. Authorize the Mayor and City Clerk to certify the abandonment of the street right-of-way easements for portions of Joe Avenue and Edward Avenue as shown on the parcel map.

Attachments: Attachment No. 1 - VICINITY MAP.pdf
Attachment No. 2 - PARCEL MAP 20910.pdf
Attachment No. 3 - LAND IMPROVEMENT AGREEMENT.pdf
Attachment No. 4 - ABANDONMENT EXHIBIT.pdf

T. Appointment to Fill Vacancy on the Planning Commission (Term Ending December 9, 2026) **26-1095**

It is recommended that the City Council confirm the appointment of Commissioner Gilbert Roldan to the Planning Commission to fill the remainder of the unexpired term ending December 9, 2026.

PUBLIC HEARINGS:

To speak on Public Hearing Items, submit comments via e-mail at 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. 26-0001: Request to overturn the Planning Commission's March 17, 2026 decision adopting a Categorical Exemption per Section 15332 (Class No. 32) and approving Tentative Parcel Map No. 18-000005 (TPM No. 19950), and Design Review No. 18-000010 - a request to split one (1) parcel into two (2) and for site and architectural approval for the development of two (2) new industrial commerce center buildings of 41,218 square feet and 30,767 square feet with associated site improvements on 3.98 acres located north of Hilton Drive and west of Hemlock Avenue, and identified as Assessor Parcel Numbers 1110-151-03.** **26-1027**

Deny Appeal No. 26-0001, thereby upholding the Planning Commission's decision on March 17, 2026, approving, pursuant to a categorical exemption under California Environmental Quality Act (CEQA) Section No. 15332 (Class No. 32. Infill Development), Tentative Parcel Map No. 18-000005 (TPM No. 19950) and Design Review No. 18-000010 to split one (1) parcel into two (2) and for site and architectural approval for the development of two (2) new industrial commerce center buildings of 41,218 square feet and 30,767 square feet, with associated site improvements, on 3.98 acres located north of Hilton Drive and west of Hemlock Avenue, and identified as Assessor Parcel Numbers 1110-151-03.

Attachments: Attachment No. 1 - Vicinity Map
Attachment No. 2 - Appellant Letter
Attachment No. 3 - Response to Appellant Letter
Attachment No. 4 - Justification Memo with Appendices
Attachment No. 5 - Appellant Letter May 11, 2026
Attachment No. 6 - Response to Appellant Letter May 22, 2026
Attachment No. 7 - PC Staff Report Package
Attachment No. 8 - PC Minutes of March 17 2026
Attachment No. 9 - Clerk of Board Fee Receipt and NOE
Attachment No. 10 - Public Hearing Notice

B. Quarterly Lien Action for Delinquent Sewer, Solid Waste and Weed Abatement Accounts **26-1074**

1. Authorize staff to complete and record lien against real property for those sewer accounts sixty days or more delinquent, solid waste accounts more than ninety days delinquent, and for properties with delinquent weed abatement charges outstanding as described in attached resolutions and written reports and to direct staff to file for the recording of liens for such properties.

2. Adopt **Resolution No. 2026-060,** of the City Council of the City of Fontana authorizing the collection of certain annual wastewater and solid waste service charges, including delinquent charges for each service, on the County property tax rolls and determining and record liens against current delinquent parcels.

3. Adopt **Resolution No. 2026-061** of the City Council of the City of Fontana adopting the statement of unpaid expenses for weed abatement and imposing a lien against real property for payment thereof.

Attachments: Attachment No. 1- Resolution Authorizing Placing liens on Solid Waste and Sewer Fees -c1.doc
Attachment No. 2- Weed Abatement Resolution.docx

C. Public Hearing to Establish Fiscal Year 2026-2027 Assessment Rates for Landscape and Lighting Maintenance Districts **26-1081**

1. Adopt **Resolution No. 2026-062**, of the City Council of the City of Fontana, California, Confirming a Diagram and Assessment, and Levying the Assessment for Landscape Maintenance District No. 1 (“LMD #1” throughout the City) for Fiscal Year 2026-2027.

2. Adopt **Resolution No. 2026-063**, of the City Council of the City of Fontana, California, Confirming a Diagram and Assessment, and Levying

the Assessment for Landscape Maintenance District No. 2 ("LMD #2" Village of Heritage) for Fiscal Year 2026-2027.

3. Adopt **Resolution No. 2026-064**, of the City Council of the City of Fontana, California, Confirming a Diagram and Assessment, and Levying the Assessment for Landscape Maintenance District No. 3 ("LMD #3" Hunter's Ridge) for Fiscal Year 2026-2027.

4. Adopt **Resolution No. 2026-065**, of the City Council of the City of Fontana, California, Confirming a Diagram and Assessment, and Levying the Assessment for Landscape Maintenance District No. 3- 1 ("LMD #3-1" Empire Center) for Fiscal Year 2026-2027.

5. Adopt **Resolution No. 2026-066**, of the City Council of the City of Fontana, California, Confirming a Diagram and Assessment, and Levying the Assessment for Local Lighting Maintenance District No. 3 ("LLMD #3" Hunter's Ridge) for Fiscal Year 2026-2027.

Attachments: Attachment No. 1 - LMD 1 Resolution Confirming
Attachment No. 2 - LMD 2 Resolution Confirming
Attachment No. 3 - LMD 3 Resolution Confirming
Attachment No. 4 - LMD 3-1 Resolution Confirming
Attachment No. 5 - LLMD 3 Resolution Confirming

D. Conduct a Public Hearing and Consider Resolutions and Ordinance Adopting sewer rate adjustment for Fiscal Years 2026-27 through 2030-31 **26-1101**

1. Approve **Resolution No. 2026-067**, adopting findings and determinations regarding exhaustion of administrative remedies and to proceed with public hearing;

2. Conduct a public hearing;

3. Approve **Resolution No. 2026-068**, adopting proposed adjustments to the City's sewer rates; and

4. Approve **Ordinance No. 1993**, authorizing adoption of new or increased sewer services fees by Resolution, and taking certain other actions relating thereto.

Attachments: Attachment No. 1- Resolution Making Findings re AB 2257 and Sewer Services Rates (2026)-c1.doc
Attachment No. 2- Resolution Adopting Increases to Sewer Services Rates (2026)-c1.doc
Attachment No. 3- Ordinance Authorizing Adoption of Future Sewer Service Rates by Resolution (2026)-c1.docx
Attachment No. 4- Raftelis Wastewater Rate Study.pdf
Attachment No. 5- Prop 218 Public Hearing Notice.pdf
Attachment No. 6- Sewer Rate Study Presentation [April 28, 2026 Meeting].pdf
Attachment No. 7- Proof of Publication - Fontana Herald News 06.12.2026.pdf

CITY MANAGER COMMUNICATIONS:

A. City Manager Communications

ELECTED OFFICIALS COMMUNICATIONS/REPORTS:

A. Elected Officials Communications/Reports

ADJOURNMENT:

A. Adjournment

Adjourn to the next Regular City Council Meeting on July 14, 2026 at 2:00 p.m. in the Steelworkers' Auditorium located at 8437 Sierra Avenue, Fontana, California.

8437 Sierra Avenue
Fontana, CA 92335

City of Fontana

Action Report

City Council Meeting

File #: 26-1084
Agenda #: A.

Agenda Date: 6/23/2026
Category: Special Presentation

Ceremonial Items

Tuesday, June 23, 2026

2:00 P.M.

Steelworkers' Auditorium

City Council

Acquanetta Warren, Mayor

Peter Garcia, Mayor Pro Tem

John Roberts, Council Member

Jesus "Jesse" Sandoval, Council Member

Phillip W. Cothran., Council Member

8437 Sierra Avenue
Fontana, CA 92335

File #: 26-1085
Agenda #: B.

Agenda Date: 6/23/2026
Category: Special Presentation

Ceremonial Items

Tuesday, June 23, 2026

2:00 P.M.

Steelworkers' Auditorium

City Council

Acquanetta Warren, Mayor

Peter Garcia, Mayor Pro Tem

John Roberts, Council Member

Jesus "Jesse" Sandoval, Council Member

Phillip W. Cothran., Council Member

8437 Sierra Avenue
Fontana, CA 92335

File #: 26-1096
Agenda #: C.

Agenda Date: 6/23/2026
Category: Special Presentation

Presentation

Tuesday, June 23, 2026

2:00 P.M.

Steelworkers' Auditorium

City Council

Acquanetta Warren, Mayor

Peter Garcia, Mayor Pro Tem

John Roberts, Council Member

Jesus "Jesse" Sandoval, Council Member

Phillip W. Cothran., Council Member

8437 Sierra Avenue
Fontana, CA 92335

File #: 26-1083
Agenda #: A.

Agenda Date: 6/23/2026
Category: Consent Calendar

FROM:
City Clerk

SUBJECT:
Approval of Minutes

RECOMMENDATION:
Approve the minutes of June 9, 2026, Regular 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 June 9, 2026, Regular 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

8437 Sierra Avenue
Fontana, CA 92335

Minutes

Tuesday, June 9, 2026

2:00 PM

Steelworkers' Auditorium
8437 Sierra Avenue
Fontana, Ca. 92335

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

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 Steelworkers' Auditorium, 8437 Sierra Avenue, Fontana, CA 92335, on Tuesday, June 9, 2026.

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 Roberts and Sandoval.

City Treasurer Janet Koehler-Brooks and City Clerk Germaine Key were also present.

ABSENT: Council Member Cothran

INVOCATION/PLEDGE OF ALLEGIANCE:

The invocation was given by Council Member Roberts, followed by the pledge of allegiance led by Council Member Sandoval.

CEREMONIAL ITEMS/PRESENTATIONS:

A. Mayor Warren and City Council to recognize Outgoing Planning Commissioner Idilio Sanchez. **26-1069**

Mayor Warren and the City Council recognized outgoing Planning Commissioner Idilio Sanchez for twelve years of service on the Planning Commission.

B. Mayor Warren and the City Council to accept the 2026 San Bernardino's Best Readers' Choice Award, presented to Fontana Arts by the San Bernardino Sun Newspaper. **26-1055**

Mayor Warren and the City Council accepted the 2026 San Bernardino's Best Readers' Choice Award, presented to Fontana Arts by the San Bernardino Sun Newspaper.

PUBLIC COMMUNICATIONS:

The following individuals spoke under public communications:

Adrian Hernandez, a Fontana resident and student, expressed concerns about the limited employment opportunities available to teenagers and encouraged the City to explore additional job and internship opportunities for local youth.

Jeff Larson expressed concerns regarding gang activity, graffiti, and illegal dumping in his

neighborhood and requested additional measures to improve enforcement and neighborhood safety, including the potential expansion of surveillance camera systems. He thanked the Fontana Police Department for its assistance and stated his commitment to helping improve the community.

John Pedroza called for the removal of a Parks, Community and Human Services Commissioner, citing alleged misconduct during a police-involved incident resulting in a death, and referenced ongoing investigations and legal action related to the case.

Joz Sida spoke regarding public participation in municipal elections and expressed concerns that increasing candidate statement costs could create barriers for residents seeking elected office. She also commented on civic engagement, First Amendment rights, and her commitment to the Fontana community.

Grace expressed concerns regarding candidate statement fees and requested that the City ensure compliance with state law relating to indigent candidate waivers and candidate information.

Isabel Rios called for the removal of a Parks, Community and Human Services Commissioner, citing alleged misconduct during a police-involved incident resulting in a death, and referenced ongoing investigations and legal action related to the case.

Victor Rios called for the removal of a Parks, Community and Human Services Commissioner, citing alleged misconduct during a police-involved incident resulting in a death, and referenced ongoing investigations and legal action related to the case.

Roux called for the removal of a Parks, Community and Human Services Commissioner, citing alleged misconduct during a police-involved incident resulting in a death, and referenced ongoing investigations and legal action related to the case.

Maria Andino expressed concerns regarding neighborhood safety, including vandalism and other nuisance activities, and requested additional enforcement and assistance to address ongoing issues in the area.

Giovanni Tovar expressed concerns regarding public participation, candidate statement costs, housing policy, and the City's handling of certain community issues. He advocated for policy changes to promote transparency, equitable access to public services, and increased investment in housing and community well-being.

Marlen opposed Resolution No. 2026-048 regarding candidate statement costs, expressing concern that it could create barriers for future candidates and limit voter access to information.

CONSENT CALENDAR:

Prior to the motion, Mayor Warren announced Item O would be pulled for discussion.

Item O:

City Manager Matt Ballantyne clarified that the candidate statement fees referenced are

consistent with prior elections and reflect County-established costs due to election consolidation. He stated the City is not changing the fee structure, is acting as a pass-through for County fees, and noted that candidates may apply for hardship considerations through the City Clerk's Office.

Council Member Sandoval raised concerns regarding candidate statement fees and a $1,000 deposit, questioning its justification and requesting clearer requirements for campaign sign removal timelines and associated costs. He also requested information on how the County calculates and structures candidate statement fees.

City Manager Ballantyne clarified that the candidate statement fees were established by the County in connection with election administration costs and that the $1,000 deposit applies only to City election-related processes. He noted the deposit is not required if a candidate demonstrates financial hardship or chooses not to post campaign signage, and that an exception process is available through established eligibility criteria.

Mayor Pro Tem Garcia explained that the sign deposit was created to address ongoing issues with post-election sign removal and city cleanup costs, and is refundable once signs are removed, with hardship exceptions available. He also noted that election-related fees are set by the County based on actual costs.

ACTION: Motion was made by Council Member Roberts, seconded by Mayor Pro Tem Garcia, and passed by a vote of 4-0 to approve Consent Calendar Items "A-O" with Council Member Sandoval voting No on Items "D, E, F, L, and O." The motion carried by the following vote: AYES: Warren, Garcia, Roberts, and Sandoval; NOES: None; ABSTAIN: None; ABSENT: Cothran

A. Approval of Minutes **26-1052**

Approve the minutes of May 26, 2026, Regular City Council Meeting.

B. Adoption of Ordinance No. 1988 (Second Reading), Amending Article XV Pertaining To Provisions Of The No Net Loss Program Including Sections 30-966 Through 30-969 And Sections 30-971 And 30-972, Pursuant To A Categorical Exemption In Accordance With CEQA Guidelines Sections 15060(C), 15061(B)(3), And Section 15378, And Directing Staff To File A Notice Of Exemption. **26-1047**

Conduct a second reading by title only and adopt, **Ordinance No. 1988**, Amending Multiple Sections Of The Fontana Municipal Code, Including Amendments To Article XV Pertaining To Provisions Of The No Net Loss Program Including Sections 30-966 Through 30-969 And Sections 30-971 And 30-972, Pursuant To A Categorical Exemption In Accordance With CEQA Guidelines Sections 15060(C), 15061(B)(3), And Section 15378, And Directing Staff To File A Notice Of Exemption.

C. Adoption of Ordinance No. 1989 (Second Reading), Amending Multiple Sections Of The Fontana Municipal Code, Including Amendments To Sec. 30-12 Pertaining To The Definition Of Accessory Use, Principal/Primary Use, Vehicle And Truck Storage **26-1048**

And Vehicle And Truck Parking; Sec. 30-21 Pertaining To The Expiration Of Entitlement Applications; Sec. 30-360 Pertaining To Outdoor Dining In The Public Right-Of-Way In The Downtown Core; Sec. 30-371.2 Pertaining To Parking Requirements For Retail, Entertainment And Restaurant Uses In The Downtown Core; Sec. 30-390 To Correct Section References, Pursuant To A Categorical Exemption In Accordance With CEQA Guidelines Sections 15060(C), 15061(B)(3), And Section 15378, And Directing Staff To File A Notice Of Exemption.

Conduct a second reading by title only and adopt, **Ordinance No. 1989**, Amending Multiple Sections Of The Fontana Municipal Code, Including Amendments To Sec. 30-12 Pertaining To The Definition Of Accessory Use, Principal/Primary Use, Vehicle And Truck Storage And Vehicle And Truck Parking; Sec. 30-21 Pertaining To The Expiration Of Entitlement Applications; Sec. 30-360 Pertaining To Outdoor Dining In The Public Right-Of-Way In The Downtown Core; Sec. 30-371.2 Pertaining To Parking Requirements For Retail, Entertainment And Restaurant Uses In The Downtown Core; And Sec. 30-390 To Correct Section References, Pursuant To A Categorical Exemption In Accordance With CEQA Guidelines Sections 15060(C), 15061(B)(3), And Section 15378, And Directing Staff To File A Notice Of Exemption.

D. Adoption of Ordinance No. 1990 (Second Reading), Approving Development Agreement No 19-000002R1 for Assessor's Parcel Numbers: 0255-091-20, -23, -63, -64, and -65 **26-1049**

Conduct a second reading by title only and adopt, **Ordinance No. 1990**, Approving Development Agreement No 19-000002R1 for Assessor's Parcel Numbers: 0255-091-20, -23, -63, -64, and -65.

E. Adoption of Ordinance No. 1991 (Second Reading), Approving Development Agreement No 23-0085R1, as to Assessor's Parcel Number 0255-021-17 **26-1050**

Conduct a second reading by title only and adopt, **Ordinance No. 1991**, Approving Development Agreement No 23-0085R1, as to Assessor's Parcel Number 0255-021-17

F. Adoption of Ordinance No. 1992 (Second Reading), Approving Development Agreement No 23-0085R2, as to Assessor's Parcel Numbers 0255-011-13, 0255-011-14, 0255-011-18, 0255-011-19 AND 0255-011-25 thru 0255-011-32. **26-1051**

Conduct a second reading by title only and adopt, **Ordinance No. 1992**, Approving Development Agreement No 23-0085R2, as to Assessor's Parcel Numbers 0255-011-13, 0255-011-14, 0255-011-18, 0255-011-19 AND 0255-011-25 thru 0255-011-32

G. Award a Construction Contract for the Baseline Avenue at Palmetto Avenue Traffic Signal Project (Bid No. DE-26-161-SB) **26-0996**

1. Award bid and authorize City Manager to enter into a construction contract with California Professional Engineering, Inc. for the Baseline Avenue at Palmetto Avenue Traffic Signal Project in the amount of $1,094,777.92 and

authorize a 10% contingency in the amount of $109,477.79 (Bid No. DE-26-161-SB).

2. Approve and authorize the City Manager to enter into any and all utility agreements, utility easements, and subsequent agreements on behalf of the City of Fontana for the Baseline Avenue at Palmetto Avenue Traffic Signal Project (Bid No. DE-26-161-SB).

H. Initiation and Intention to Levy Assessments for 2026-27 for Landscape and Lighting Maintenance Districts **26-1042**

1. Adopt **Resolution No. 2026-032,** of the City of Fontana, California, Initiating Proceedings to Levy and Collect Assessment Within Landscape Maintenance District No. 1 for 2026-27 and Ordering the Preparation of the Engineer's Report Therefore.

2. Adopt **Resolution No. 2026-033**, of the City of Fontana, California, Declaring its Intention to Levy and Collect Assessments within Landscape Maintenance District No. 1 ("LMD #1") for 2026-27 and Giving Notice of and Setting the Time and Place of the Hearing on the Levy of the Proposed Assessment.

3. Adopt **Resolution No. 2026-034,** of the City of Fontana, California, Initiating Proceedings to Levy and Collect Assessment Within Landscape Maintenance District No. 2 for 2026-27 and Ordering the Preparation of the Engineer's Report Therefore.

4. Adopt **Resolution No. 2026-035,** of the City of Fontana, California, Declaring its Intention to Levy and Collect Assessments within Landscape Maintenance District No. 2 ("LMD # 2") for 2026-27 and Giving Notice of and Setting the Time and Place of the Hearing on the Levy of the Proposed Assessment.

5. Adopt **Resolution No. 2026-036,** of the City of Fontana, California, Initiating Proceedings to Levy and Collect Assessment Within Landscape Maintenance District No. 3 for 2026-27 and Ordering the Preparation of the Engineer's Report Therefore.

6. Adopt **Resolution No. 2026-037** of the City of Fontana, California, Declaring its Intention to Levy and Collect Assessments within Landscape Maintenance District No. 3 ("LMD # 3") for 2026-27 and Giving Notice of and Setting the Time and Place of the Hearing on the Levy of the Proposed Assessment.

7. Adopt **Resolution No. 2026-038,** of the City of Fontana, California, Initiating Proceedings to Levy and Collect Assessment Within Landscape Maintenance District No. 3-1 for 2026-27 and Ordering the Preparation of the Engineer's Report Therefore.

8. Adopt **Resolution No. 2026-039,** of the City of Fontana, California, Declaring its Intention to Levy and Collect Assessments within Landscape Maintenance District No. 3-1 ("LMD # 3-1") for 2026-27 and Giving Notice of and Setting the Time and Place of the Hearing on the Levy of the Proposed Assessment.

9. Adopt **Resolution No. 2026-040,** of the City of Fontana, California, Initiating Proceedings to Levy and Collect Assessment Within Local Lighting Maintenance District No. 3 for 2026-27 and Ordering the Preparation of the Engineer's Report Therefore.

10. Adopt **Resolution No. 2026-041,** of the City of Fontana, California, Declaring its Intention to Levy and Collect Assessments within Local Lighting Maintenance District No. 3 ("LLMD # 3") for 2026-27 and Giving Notice of and Setting the Time and Place of the Hearing on the Levy of the Proposed Assessment.

I. Final Acceptance of Street, Storm Drain, Sewer, Landscape, and Signing & Striping Improvements on the northeast corner of Summit Avenue and Citrus Avenue for Tract No. 18825 **26-1014**

1. Accept as complete the street, storm drain, sewer, landscape, and signing & striping improvements for Tract No. 18825, located on the northeast corner of Summit Avenue and Citrus Avenue.

2. Adopt **Resolution No. 2026-042**, accepting sewers in Tract No. 18825 as part of the City sewer system.

J. Final Acceptance of Street, Storm Drain, Sewer, Landscape, and Signing & Striping Improvements on the northeast corner of Summit Avenue and Citrus Avenue for Tract No. 18915 (Taylor Morrison) **26-1016**

1. Accept as complete the street, storm drain, sewer, landscape, and signing & striping improvements for Tract No. 18915, located on the northeast corner of Summit Avenue and Citrus Avenue.

2. Adopt **Resolution No. 2026-043**, accepting sewers in Tract No. 18915 as part of the City sewer system.

K. Adopt a Resolution of the City Council of the City of Fontana, California, Approving a Right-of-Way Use Agreement with Arcadian Infracom 2, LLC for the Installation, Operation, and Maintenance of Telecommunication Facilities, Pursuant to CEQA Guidelines Sections 15303 and in the Alternative 15301, and Authorizing Filing of a Notice of Exemption **26-1018**

1. Adopt **Resolution No. 2026-044**, approving a Right-of-Way Use Agreement with Arcadian Infracom 2, LLC for the installation, operation, and maintenance of Telecommunication Facilities Pursuant to CEQA Guidelines Section 15303 and in the Alternative 15301, and authorizing filing of a Notice of Exemption.

2. Authorize the City Manager, or designee, to enter into the Agreement.

L. Consideration of Release Agreement ("Release Agreement") by and between the City of Fontana and HDO4, LLC to release certain **26-1021**

property from the land subject to that certain Disposition Agreement entered into by the City of Fontana and HDO4, LLC approved by the City on July 2, 2020 ("Disposition Agreement") in furtherance of promoting buildout of the Ventana at Duncan Canyon Specific Plan ("Specific Plan"), pursuant to an exemption from CEQA in accordance with CEQA Guidelines Sections 15060(c)(2), 15064(d), and 15378.

Adopt **Resolution No. 2026-045**, a resolution of the city council of the City of Fontana, California, approving a release agreement releasing certain real property from the obligations, conditions, and restrictions of that certain disposition agreement approved by the city council of the City of Fontana on July 2,2020 by and between the city of Fontana and hdo4, LLC and determining that the action is exempt from the California environmental quality act in accordance with CEQA guidelines sections 15060(c)(2), 15064(d), and 15378.

M. Approve an Agreement and Permit to enter with Fontana Courtplace I Housing L.P. related to certain real property located at 11196 Sierra Avenue, in Fontana, California **26-1040**

1. Determine the approval of the Agreement and Permit to Enter authorizing temporary access and use of an existing property area for construction staging purposes is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15301 (Existing Facilities) and directs staff to file the notice of exemption.

2. Approve the Agreement and Permit to Enter with Fontana Courtplace I Housing L.P. Related to Certain Real Property Located at 11196 Sierra Ave, In Fontana, California; and

3. Authorize the City Manager, or designee, to execute the Agreement and any non-substantive revisions necessary to implement the Agreement.

N. Co-Sponsorship Application Cycle One (1) FY 2026/2027 **26-1060**

1. Review, and approve the sixteen (16) Co-Sponsorship Applications for the 2026/2027 fiscal year (July 2026 through June 2027) totaling an amount of **$71,235.00** as recommended by the Parks, Community, and Human Services Commission.

2. Consider a budget adjustment for a total of $100,000 for the co-sponsorship program to be included in the 2026/2027 first-quarter requests.

O. Calling of the November 3, 2026, General Municipal Election; Requesting Consolidation with the Statewide General Election to be conducted by the San Bernardino County Registrar of Voters; and Providing Regulations for Candidates **26-1056**

1. Adopt **Resolution No. 2026-046,** a Resolution of the City Council of the City of Fontana, California, Calling And Giving Notice of a General Municipal Election to be held in the City of Fontana on Tuesday, November 3, 2026, for the Election of Certain Officers of the City as Required By the Provisions of

the Laws of The State of California Relating To General Law Cities;

2. Adopt **Resolution No. 2026-047,** a Resolution of the City Council of the City of Fontana, California, Requesting the Board of Supervisors of the County of San Bernardino to Consolidate a General Municipal Election to be held on November 3, 2026, with the Statewide General Election to be held on the date Pursuant To § 10403 of the Elections Code;

3. Adopt **Resolution No. 2026-048,** a Resolution of the City Council of the City of Fontana, California, Adopting Regulations for Candidates for Elective Office Pertaining to Candidates Statements Submitted to the Voters at a General Municipal Election to be held on Tuesday, November 3, 2026.

PUBLIC HEARINGS:

A. Conduct a Public Hearing on the City Workforce Vacancies, Recruitment, and Retention Trends Pursuant to Assembly Bill 2561 (AB 2561) 26-1012

Adopt **Resolution No. 2026-050** a Resolution of the City Council of the City of Fontana, California, affirming that a public hearing and presentation on the status of the City's vacancies, recruitment and retention efforts was conducted in accordance with Assembly Bill 2561.

Mayor Warren opened the public hearing.

City Clerk Key stated that no written public communications were received.

Human Resources Analyst Melvin Alegado provided the staff report.

With no requests to speak in favor or opposition, Mayor Warren closed the public hearing.

ACTION: Motion was made by Council Member Sandoval, seconded by Council Member Roberts, and passed by vote of 4-0 to approve Public Hearing Item "A." The motion carried by the following vote: AYES: Warren, Garcia, Roberts, and Sandoval; NOES: None; ABSTAIN: None; ABSENT: Cothran

B. Adopt a Resolution Vacating a Public Right-of-Way Easement on Highland Avenue and Oleander Avenue and Reserving any other Public Utility Easements 26-1030

Adopt **Resolution No. 2026-049**, a Resolution of the City Council of the City of Fontana, California, declaring that the Public Right-of-Way Easement over Highland Avenue and Oleander Avenue is unnecessary for present or prospective public use, and vacating the same pursuant to Streets and Highway Code Section 8320 et seq., and reserving an easement for public utility purposes.

Mayor Warren opened the public hearing.

City Clerk Key stated no written communications were received.

Public Works Director/City Engineer Gia Kim provided the staff report.

With no requests to speak in favor or opposition, Mayor Warren closed the public hearing.

ACTION: Motion was made by Council Member Roberts, seconded by Mayor Pro Tem Garcia, and passed by vote of 4-0 to approve Public Hearing Item "B." The motion carried by the following vote: AYES: Warren, Garcia, Roberts, and Sandoval; NOES: None; ABSTAIN: None; ABSENT: Cothran

NEW BUSINESS:

A. Adoption of Disruption of Telephonic or Internet Service During Meetings Policy. **26-1029**

Adopt **Resolution No. 2026-051,** approving the proposed Disruption of Telephonic or Internet Service During Meetings policy so that the city can be in compliance with the recent SB 707 changes to the Brown Act.

Chief Deputy City Clerk Christina Rudsell provided the staff report.

ACTION: Motion was made by Council Member Roberts, seconded by Mayor Pro Tem Garcia, and passed by vote of 4-0 to approve New Business Item "A." The motion carried by the following vote: AYES: Warren, Garcia, Roberts, and Sandoval; NOES: None; ABSTAIN: None; ABSENT: Cothran

B. Fiscal Year 2026/27 Supplemental Budget Report - City of Fontana **26-1033**

1. Approve the recommended Fiscal Year 2026/27 Supplemental Budget adjustments

2. Adopt **Resolution No. 2026-052**, of the City Council of the City of Fontana establishing a General Fund Appropriations limit of $419,975,336 pursuant to Article XIII (B) of the California Constitution for Fiscal Year 2026/2027.

3. Authorize the carryforward of available budget at fiscal yearend to the following fiscal year for all capital improvement projects and one-time funded initiative, and adjust supplemental fund balances.

4. Adopt **Resolution No. 2026-053**, of the City Council of the City of Fontana reassigning the Purchasing Specialist Classification to the Teamsters Local 1932 City Hall Unit, and approving the updated salary table for the Executive Employees, Fontana Police Benefit Association, Fontana Police Officers' Association, Fontana Police Management Association, Management/Confidential Employees, Teamsters Local 1932

City Hall Unit, Teamsters Local 1932 Public Works Unit for Fiscal Year 2026/2027.

5. Approve the recommended Fiscal Year 2026/2027 Hourly Billing Rate Schedule.

Chief Financial Officer Jessica Brown provided the staff report.

City Attorney Duran read the proposed Executive Salary Table into the record.

ACTION: Motion was made by Mayor Pro Tem Garcia, seconded by Council Member Roberts, and passed by vote of 4-0 to approve New Business Item "B." The motion carried by the following vote: AYES: Warren, Garcia, Roberts, and Sandoval; NOES: None; ABSTAIN: None; ABSENT: Cothran

CITY MANAGER COMMUNICATIONS:

City Manager Ballantyne highlighted several actions approved on the Consent Calendar, including an amended development agreement to advance construction of 106 affordable housing units, funding for improvements to the Baseline and Palmetto traffic signal, and in-kind services for community nonprofit events. He also thanked City staff for their efforts in hosting a successful Fontana Days Run and preparing the supplemental budget for the second year of the City's two-year budget cycle.

ELECTED OFFICIALS COMMUNICATIONS/REPORTS:

A. Discussion and Possible Action Regarding Appointment 26-1065 to the Planning Commission to Fill an Unscheduled Vacancy for the Unexpired Term Ending December 9, 2026

Mayor Warren stated that, due to the unscheduled Planning Commission vacancy created by the resignation of Idilio Sanchez, the City Council would make an interim appointment pursuant to Government Code Section 54974(b). She noted that a final appointment would be considered at the June 23, 2026, City Council meeting following completion of the required 10-working-day vacancy notice period, which commenced with the posting of the notice on June 4, 2026.

Mayor Warren nominated Gilbert Roldan for appointment to fill an unscheduled vacancy on the Planning Commission for the unexpired term ending December 9, 2026.

Council Member Sandoval expressed concern about maintaining a quorum for the Parks, Community, and Human Services Commission and suggested delaying the appointment until existing vacancies on that commission were filled. Mayor Warren acknowledged the concern and stated that, if the appointment were approved, the resulting vacancy would be posted and filled, and she did not anticipate an issue with maintaining a quorum.

ACTION: Motion was made by Mayor Pro Tem Garcia, seconded by Council Member Roberts, and passed by vote of 3-1 to appoint Gilbert Roldan as Planning Commissioner. The motion carried by the following vote: AYES: Warren, Garcia, Roberts; NOES: Sandoval; ABSTAIN: None; ABSENT: Cothran

City Clerk Key congratulated former Planning Commissioner Idilio Sanchez for his 12 years of service, congratulated Parks Commissioner Gilbert Roldan on his temporary appointment to the Planning Commission and recognized the Community Services Department for its well-deserved recognition and the success of the Fontana Days Run.

City Treasurer Koehler-Brooks thanked Chief Financial Officer Brown and staff for her excellent presentation of the supplemental budget and commended the success of the Fontana Days Run and festival.

Council Member Roberts congratulated Idilio Sanchez on his 12 years of service on the Planning Commission, recognizing his contributions to numerous City projects in Fontana. He also commended the success of the Fontana Days Run and thanked staff for their efforts in supporting the event and concluded by wishing Mayor Pro Tem Garcia a happy birthday.

Council Member Sandoval requested that the City reinstate or clarify procedures for providing translation services during public meetings, expressing concern that members of the public may not fully understand comments made in other languages. He suggested ensuring a translator is available either on staff or on call, noting the City's diverse population and the importance of equitable access to public participation.

City Manager Ballantyne explained that the City uses the Wordly AI translation system, which can translate approximately 80 languages and has been in use for over a year, with test results showing it to be more consistent than live translation services. He noted that the system supports both Council viewing and public accessibility, with translations displayed on screen and available upon request when speaker cards are submitted. He also stated he would review the meeting agenda preamble to ensure the language regarding translation accommodations is included.

Mayor Pro Tem Garcia recognized Idilio Sanchez for his 12 years of service on the Planning Commission, noting him as the longest-serving commissioner in the City's history, and also acknowledged former Commissioner Larry Meyers for his 11 years of service. He congratulated Gilbert Roldan on his appointment to the Planning Commission and expressed confidence in his service. Mayor Pro Tem Garcia also congratulated newly elected County officials, including Supervisor Jesse Armendarez, Assessor-Recorder-Clerk Josie Gonzales, and Auditor-Controller-Treasurer-Tax Collector Ryan Hutchinson, and expressed his intent to work collaboratively with them on behalf of the City.

Council Member Sandoval requested accessibility improvements for meetings, including written agenda materials and repositioning of monitors to improve visibility of agenda items, noting difficulty viewing the current screen layout. City Manager Ballantyne acknowledged the request and indicated it would be addressed.

Council Member Sandoval exited the meeting at 4:02 p.m.

Mayor Warren congratulated Idilio Sanchez for his longtime service on the Planning Commission and welcomed Gilbert Roldan to the Commission. She announced that Burrtec would not implement its annual CPI-related residential rate increase this year and encouraged residents to properly sort waste to help control future costs. Mayor Warren also recognized approved nonprofit sponsorships, congratulated recently elected county officials, thanked Council Member Roberts and Mayor Pro Tem Garcia for supporting the election resolutions, and commended staff and community partners for the success of the Fontana Days Festival and Run. She further highlighted downtown beautification efforts, including new public art installations, and reported on her attendance at the U.S. Conference of Mayors, noting the value of public-private partnerships in advancing community development.

ADJOURNMENT:

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

1. Carinetha Bonner- Dawson.
2. San Bernardino County Fire Engineer Robert “BJ” Myers

Mayor Warren adjourned the meeting at 4:07 p.m. to the Regular City Council Meeting on Tuesday, June 23, 2026, at 2:00 p.m. in the Steelworkers’ Auditorium located at 8437 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 JUNE 23, 2026.

_____

Germaine Key
City Clerk

File #: 26-0991
Agenda #: B.

Agenda Date: 6/23/2026
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Authorizing Sole Source Purchasing Practices of Econolite Traffic Equipment for the Highway Safety Improvement Program (HSIP) TMS Signal Intersection Improvements (HSIPSL-5307(037))

RECOMMENDATION:
1. Authorize Engineering Department to procure Econolite Traffic Equipment for the Highway Safety Improvement Program (HSIP) TMS Signal Intersection Improvements (HSIPSL-5307 (037)), in the amount of $1,171,480.00 and authorize a 10% contingency in the amount of $117,148.00, utilizing the Purchasing Policy and Procedure Manual Section 3.1.5 Non-Competitive Proposal - Sole Source.

2. Approve and authorize the City Manager to enter into any and all utility agreements, utility easements, installation, and subsequent agreements on behalf of the City for the Highway Safety Improvement Program (HSIP) TMS Signal Intersection Improvements HSIPSL-5307(037).

COUNCIL GOALS:
- To operate in a businesslike manner by improving services through the effective use of technology.
- 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 focusing on relief of traffic congestion.

DISCUSSION:
On March 9, 2023, the Highway Safety Improvement Program (HSIP) approved state funding in the amount of $665,900.00 for the TMS Signal Intersection Improvements Project (HSIPSL-5307(037)). The TMS Signal Intersection Improvements HSIP Project (HSIPSL-5307(037)) consists of upgrading and improving 118 traffic signal controllers, detection devices, and communication infrastructure that must integrate directly with the City’s existing Econolite-based Traffic Management System. The installation and configuration of these components involve proprietary programming tools, calibration procedures, and communication protocols that are specific to the manufacturer. These tasks must be performed in a manner consistent with the City’s established system architecture to maintain corridor coordination, operational reliability, and long-term maintainability.

On April 15, 2003, the City Council approved a City Council Action Report establishing the City's practice of standardizing Econolite equipment to ensure compatibility, maintain reliable system operations, and support efficient maintenance. Since then, all signalized intersections have continued to operate on this platform, forming a fully integrated system dependent on uniform hardware, firmware, and communication standards. The City has continued to build and operate its Traffic Management System around Econolite hardware, firmware, communications architecture, and cabinet configurations. As a result, the City's network functions as an integrated system in which timing plans, detection devices, communication links, and field equipment operate under uniform manufacturer specifications developed over two decades of deployment.

Engaging Econolite directly to supply and install the equipment ensures full compatibility with the City's existing system, avoids the added cost and complexity of subcontracted proprietary work under a competitive bid, and supports consistent implementation across all upgraded locations. Without this manufacturer-level knowledge, the risk of communication failures, misconfigured timing plans, and extended troubleshooting increases significantly in which it directly affects the system's safety and performance. Access to the necessary software tools and technical procedures is limited to the manufacturer, and the work requires specialized expertise that general contractors do not maintain.

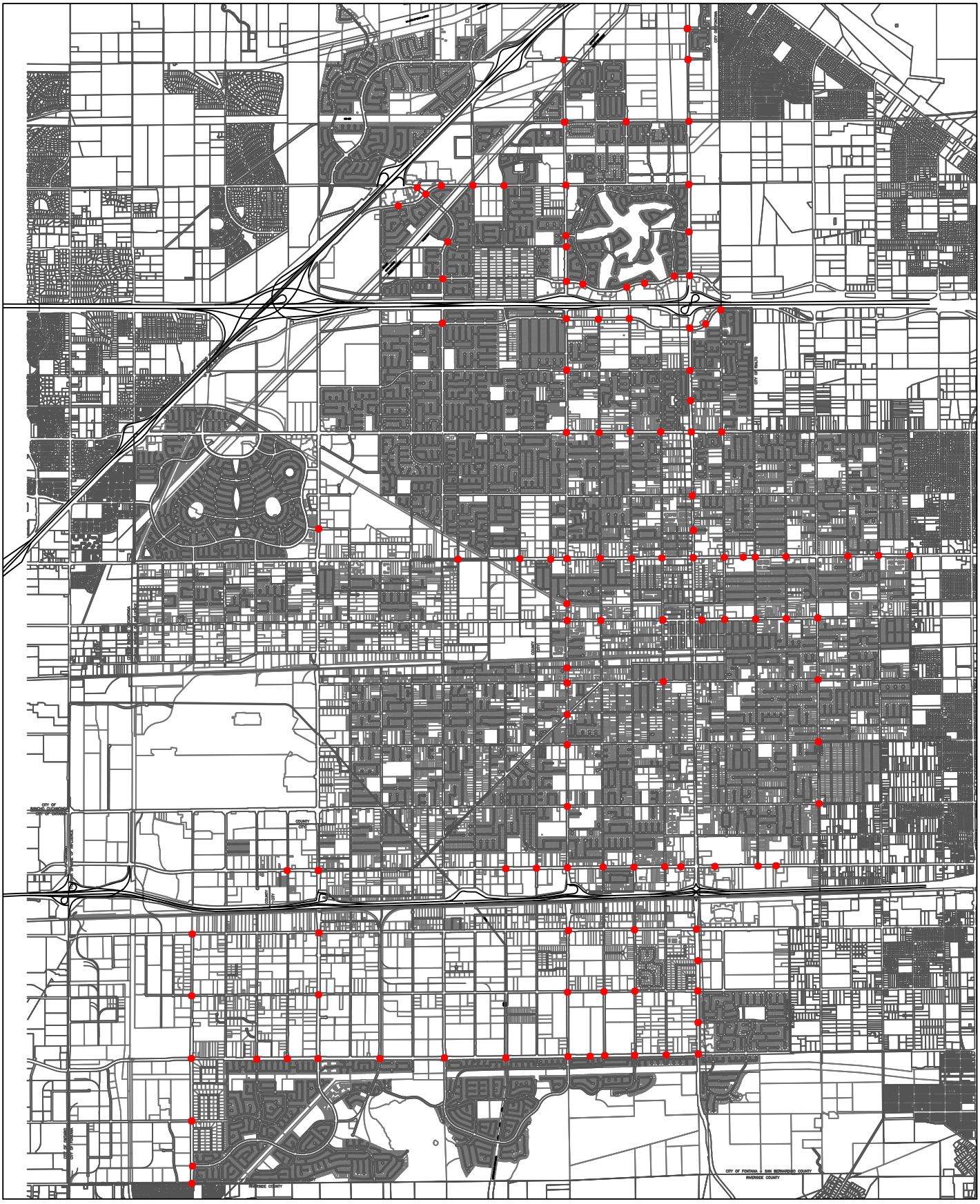
This approach maintains the City's long-standing practice of system standardization, supports reliable corridor operations, and aligns the HSIP Project with the City's established technical framework for traffic signal infrastructure.

FISCAL IMPACT:
The fiscal impact associated with the approval of this item is $1,288,628.00 for the full term of the construction contract. Funds are included on the Fiscal Year 2025-26 budget in 37600064-301-D-8330 and 37600064-246-D-8330; funded by the HSIP grant and available funds in Measure I-Local Fund 246.

MOTION:
Approve staff recommendation.

HSIP - SIGNALIZED INTERSECTION IMPROVEMENT PROJECT

N.T.S.



HSIP - SIGNALIZED INTERSECTION IMPROVEMENT PROJECT

PROJECT LOCATIONS

1. ALDER AVE/ARROW BLVD
2. ALDER AVE/MERRILL AVE
3. ALDER AVE/RANDALL AVE
4. ALDER AVE/SAN BERNARDINO AVE
5. ARROW BLVD/CITRUS AVE
6. ARROW BLVD/OLEANDER AVE
7. ARROW BLVD/JUNIPER AVE
8. ARROW BLVD/LIBRARY WAY
9. ARROW BLVD/MANGO AVE
10. ARROW BLVD/PALMETTO AVE
11. ARROW BLVD/TAMARIND AVE
12. BASELINE AVE/CITRUS AVE
13. BASELINE AVE/OLEANDER AVE
14. BASELINE AVE/CYPRESS AVE
15. BASELINE AVE/JUNIPER AVE
16. BASELINE AVE/SIERRA AVE
17. BASELINE AVE/MANGO AVE
18. BEECH AVE/S. HIGHLAND AVE
19. BEECH AVE/SIERRA LAKES PKWY
20. BEECH AVE/CURTIS AVE
21. BEECH AVE/SUMMIT AVE
22. BEECH AVE/FALCON RIDGE CENTER
23. CHERRY AVE/MEYER CANYON DR
24. CHERRY AVE/VALLEY BLVD
25. CHERRY AVE/SLOVER AVE
26. CHERRY AVE/SANTA ANA AVE
27. CHERRY AVE/JURUPA AVE
28. CITRUS AVE/DUNCAN CANYON RD
29. CITRUS AVE/SUMMIT AVE
30. CITRUS AVE/MUIRFIELD LN
31. CITRUS AVE/CURTIS AVE
32. CITRUS AVE/SIERRA LAKES PKWY
33. CITRUS AVE/S. HIGHLAND AVE
34. CITRUS AVE/WALNUT ST
35. CITRUS AVE/FOOTHILL BLVD
36. CITRUS AVE/PACIFIC ELECTRIC TRAIL
37. CITRUS AVE/CERES AVE
38. CITRUS AVE/MERRILL AVE
39. CITRUS AVE/FONTANA AVE
40. CITRUS AVE/RANDALL AVE
41. CITRUS AVE/SAN BERNARDINO AVE
42. CITRUS AVE/VALLEY BLVD
43. CITRUS AVE/SLOVER AVE
44. CITRUS AVE/SANTA ANA AVE
45. CITRUS AVE/JURUPA AVE
46. CYPRESS AVE/VALLEY BLVD
47. CYPRESS AVE/SLOVER AVE
48. FOOTHILL BLVD/SULTANA AVE
49. FOOTHILL BLVD/ALMERIA AVE
50. FOOTHILL BLVD/TOKAY AVE
51. FOOTHILL BLVD/OLEANDER AVE
52. FOOTHILL BLVD/CYPRESS AVE
53. FOOTHILL BLVD/JUNIPER AVE
54. FOOTHILL BLVD/SIERRA AVE
55. FOOTHILL BLVD/MANGO AVE
56. FOOTHILL BLVD/FONTANA SQUARE
57. FOOTHILL BLVD/PALMETTO AVE
58. FOOTHILL BLVD/TAMARIND AVE
59. FOOTHILL BLVD/LAUREL AVE
60. FOOTHILL BLVD/LOCUST AVE
61. FOOTHILL BLVD/MAPLE AVE
62. JURUPA AVE/MULBERRY AVE
63. JURUPA AVE/BANANA AVE
64. JURUPA AVE/ALMOND AVE
65. JURUPA AVE/LIVE OAK AVE
66. JURUPA AVE/BEECH AVE
67. JURUPA AVE/POPLAR AVE
68. JURUPA AVE/LOGISTICS WAY
69. JURUPA AVE/OLEANDER AVE
70. JURUPA AVE/CYPRESS AVE
71. JURUPA AVE/JUNIPER AVE
72. JURUPA AVE/SIERRA AVE
73. MERRILL AVE/JUNIPER AVE
74. MULBERRY AVE/SLOVER AVE
75. MULBERRY AVE/SANTA ANA AVE
76. MULBERRY AVE/MARLAY AVE
77. MULBERRY AVE/CHERRY AVE
78. MULBERRY AVE/PHILADELPHIA AVE
79. SANTA ANA AVE/OLEANDER AVE
80. SANTA ANA AVE/CYPRESS AVE
81. SIERRA AVE/ TERRA VISTA DR
82. SIERRA AVE/DUNCAN CANYON RD
83. SIERRA AVE/SUMMIT AVE
84. SIERRA AVE/CLUBHOUSE DR
85. SIERRA AVE/SIERRA LAKES PKWY
86. SIERRA AVE/S. HIGHLAND AVE
87. SIERRA AVE/WALNUT ST
88. SIERRA AVE/MICALLEF ST
89. SIERRA AVE/MILLER AVE
90. SIERRA AVE REED ST
91. SIERRA AVE/SLOVER AVE
92. SIERRA AVE/TECHNOLOGY ST
93. SIERRA AVE/SANTA ANA AVE
94. SIERRA AVE/UNDERWOOD DR
95. SIERRA LAKES PKWY/AUGUSTA DR. WEST
96. SIERRA LAKES PKWY/CYPRESS AVE
97. SIERRA LAKES PKWY/TIBURON WAY
98. SIERRA LAKES PKWY/AUGUSTA DR. EAST
99. S. HIGHLAND AVE/OLEANDER AVE
100. S. HIGHLAND AVE/CYPRESS AVE
101. S. HIGHLAND AVE/HIGHLAND VILLAGE CENTER
102. S. HIGHLAND AVE/MANGO AVE
103. SUMMIT AVE/ANTELOPE LN
104. SUMMIT AVE/BOULDER WAY
105. SUMMIT AVE/LYTLE CREEK RD
106. SUMMIT AVE/KNOX AVE
107. VALLEY BLVD/ALMOND AVE
108. VALLEY BLVD/POPLAR AVE
109. VALLEY BLVD/CATAWBA AVE
110. VALLEY BLVD/OLEANDER AVE
111. VALLEY BLVD/JUNIPER AVE
112. VALLEY BLVD/INLAND EMPIRE CENTER
113. VALLEY BLVD/VINEYARD VALLEY
114. VALLEY BLVD/PALMETTO AVE
115. VALLEY BLVD/BELAIR SWAP MEET
116. CASA GRANDE AVE/CITRUS AVE
117. CASA GRANDE AVE/CYPRESS AVE
118. CASA GRANDE AVE/SIERRA AVE

Econolite Systems

Fontana, California

Equipment Quote

March 16, 2026

Econolite Systems, Inc. is pleased to offer you the following quotes at the prices and terms set forth in this letter and subject to agreement on terms in any resultant contract/agreement.

ITEM #	Item Description	Unit	Qty	Unit Price	Total
Equipment and Materials					
1	**Cobalt G Series Controller**	EA	118	$4,870	$574,660
	Included: Econolite Systems quote includes pricing to supply the following items. • Cobalt G Series Controller (COB21120110000). • Programming and turn-on support using timing sheets provided by the Agency.				
2	**Network Switch**	EA	118	$1,730	$204,140
	Included: Econolite Systems quote includes pricing to supply the following items. • Moxa EDS-510E-3GTXSFP-T Layer 2 Network Switch.				
3	**Power Supply**	EA	118	$112	$13,216
	Included: Econolite Systems quote includes pricing to supply the following items. • Omron Model S8VK-G03024 or MW HDR-60-24 Switching Power Supply.				
4	**SFP Modules**	EA	236	$341	$80,476
	Included: Econolite Systems quote includes pricing to supply the following items. • Moxa SFP-1GLXLC-T SFP Module.				
5	**Ethernet Cable**	EA	118	$3.00	$354
	Included: Econolite Systems quote includes pricing to supply the following items. • Cat5E Patch Cable, 2-foot.				
6	**Fiber Patch Cable**	EA	236	$10.25	$2,419
	Included: Econolite Systems quote includes pricing to supply the following items. • STLC-SM-1M-ENT Duplex Yellow 1 Meter Fiber Patch Cable.				
7	**Field Integration**	EA	118	$1,500	$177,000
	Included: Econolite Systems quote includes pricing to supply the following items. • Controller database conversion. • Controller installation in cabinet. • Ethernet switch installation in cabinet. • Integration of Controller, Switch, SFP Modules, Switching Power Supply, Cat5E Patch Cable, and Fiber Patch Cables. **Assumptions:** • Pricing does not include any fiber splicing or other fiber-related activities that may be included.				
8	**Centracs Integration**	EA	118	$250	$29,500
	Included: Econolite Systems quote includes pricing to supply the following items. • Centracs graphics development. • Configure intersection parameters in Centracs. • Verify Centracs is communicating with intersection.				

ITEM #	Item Description	Unit	Qty	Unit Price	Total
					Subtotal $1,081,765
					Sales Tax (8.75%) $76,586
					Shipping $13,129
					Total Price $1,171,480

General Terms & Conditions

1. Payment shall be in accordance with the mutually agreed upon contract.
2. All physical installations will be performed under the C-10 License and with Electricians under Prevailing Wage.
3. Price quotes is valid through July 31, 2026.

Special Conditions

1. Please examine explanation below each bid item carefully for inclusions and exclusions.

Quote Date: March 16, 2026

Quoted by: Brian M. Garrett
Associate Vice President
bgarrett@econolite.com

Contact: (346) 376-3565

Signature

CITY OF FONTANA
NON-COMPETITIVE SOURCE SELECTION JUSTIFICATION

Contract/Req. No.:	TBD	**Amendment No.:**		**Requestor:**	Estephany Monroy	**Date:**	5/5/26
Pre-Tax Amount:	$	**Tax:**	$	**Freight:**	$	**Total Amount:**	$ $ 1,171,480.00
Vendor Name:	Econolite Systems						

FUNDING SOURCE AND AUTHORIZATION (check as applicable)

City Resources	☑	**Gov't Grant**	☐	**Other**	☐		
Certifications:		**Debarment**[4]	☐	**Anti-Lobby**[5]	☐	**Certificate(s) Attached** ☐	**Not Applicable** ☑
Fund:	246 & 301			**Org Account:**	37600064		
Equipment Screening[6]**:**	**Yes** ☐	**Not Applicable** ☑				**Title Vests: -**	
Purchase Description:	Cobalt G Series Controllers (Traffic Equipment)						

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):

Designated Sole Source to purchase traffic signal controller equipment.
Council Approval 4/15/03

[4] Applies to purchases under a Federal Grant equal to or more than $25,000
[5] Applies to purchases under a Federal Grant equal to or more than $100,000
[6] Applies to equipment purchases under a Federal Grant equal to or more than $10,000

File #: 26-1001
Agenda #: C.

Agenda Date: 6/23/2026
Category: Consent Calendar

FROM:
Public Works

SUBJECT:
Final Acceptance for the Demolition of 16756 and 16766 Arrow Blvd Project (PW-26-14-CC).

RECOMMENDATION:
Accept as complete the work performed by Interior Demolition Inc. for the Demolition Project (PW-26-14-CC) of 16756 and 16766 Arrow Blvd and approve the final amount of $218,101.70.

COUNCIL GOALS:
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.

DISCUSSION:
On December 9, 2025, the City awarded the demolition contract to Interior Demolition Inc. in the amount of $208,168.00 for the demolition of 16756 and 16766 Arrow Blvd Project (PW-26-14-CC). There were two (2) contract change orders for this project for the removal and disposal of an underground septic tank and to backfill with slurry a seepage pit that was discovered onsite totaling $9,933.70. Interior Demolition Inc. completed the project on April 27, 2026. All work has been completed to the satisfaction of the City for the final amount of $218,101.70.

The retention money will be released to the contractor 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 total cost of the demolition is $218,101.70 and the funds were budgeted in FY 2025/2026 in the Professional Services Budget 60230000-8310.

MOTION:
Approve staff recommendation

File #: 26-1015
Agenda #: D.

Agenda Date: 6/23/2026
Category: Consent Calendar

FROM:
Public Works

SUBJECT:
Adopt a Resolution Updating and Renewing Authorization for Participation in the CalRecycle Tire Cleanup (TCU) Grant Program

RECOMMENDATION:
Adopt **Resolution No. 2026-054**, Authorizing the submittal of any and all payment program applications offered by CalRecycle.

COUNCIL GOALS:

- Practice sound fiscal management by living within our means while investing in the future.
- Concentrate on Inter-governmental relations by pursuing financial participation from county, state and federal governments.
- Enhance the local environment for future generations and create a healthy economic and environmental future by encouraging conservation, waste reduction, and recycling in the community.

DISCUSSION:
The proposed Resolution updates and renews the City of Fontana's existing authorization to participate in the Tire Cleanup (TCU) Grant Program, which supports ongoing efforts to address illegal dumping of waste tires throughout the community. This action does not represent a new grant application, but rather ensures continuity of the City's eligibility to receive reimbursement funding for eligible activities.

Illegal tire disposal continues to present environmental, public health, and safety concerns, including fire hazards. City staff routinely respond to and remediate illegal dumping sites; therefore, maintaining an active and current resolution is necessary to support uninterrupted program participation and funding reimbursement.

Through adoption of this Resolution, the City reaffirms its authorization to utilize available funds for essential program-related expenses, including personal protective equipment (PPE) such as high-visibility vests/jackets, safety glasses, gloves, and steel-toed footwear. These resources are critical to ensuring compliance with workplace safety standards and protecting staff from hazards encountered during cleanup operations.

Renewal of this Resolution allows the City to continue these services without disruption. Additionally, continued participation aligns with the City's goals of maintaining clean and safe public spaces,

improving environmental quality, and reducing illegal dumping through proactive public works and code enforcement efforts.

FISCAL IMPACT:
No fiscal impact for approval of the resolution.

MOTION:
Approve staff recommendation

RESOLUTION NO. 2026-054

RESOLUTION OF THE CITY OF FONTANA, CALIFORNIA AUTHORIZING THE SUBMITTAL OF GRANT APPLICATIONS FOR ALL CALRECYCLE GRANTS FOR WHICH THE CITY OF FONTANA IS ELIGIBLE AND AUTHORIZING ACCEPTANCE AND EXECUTION OF THESES GRANTS

WHEREAS, Public Resources Code Section 40000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle), to administer various grant programs (grants) in furtherance of the State of California's (State) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants; and.

WHEREAS, citizens and businesses spend significant amounts for energy, it makes economic sense and good public policy to encourage energy efficiency in Fontana and our community.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Fontana, California, authorizes the submittal of application(s) to CalRecycle for all grants for which the City of Fontana is eligible.

BE IT FURTHER RESOLVED that the City Manager, or his/her designee (Public Works Director) is hereby authorized and empowered to execute in the name of the City of Fontana all grant documents, including but not limited to, applications, agreements, amendments, and requests for payment, necessary to secure grant funds and implement the approved grant project; and

BE IT FURTHER RESOLVED that these authorizations are effective for five (5) years from the date of adoption of this resolution; June 23, 2026 to June 23, 2031.

APPROVED AND ADOPTED this 23rd day of June, 2026.

READ AND APPROVED AS TO LEGAL FORM:

_____

City Attorney

I, Germaine Key, City Clerk of the City of Fontana, California, 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 thereof, held on the 23rd day of June, 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 of the City of Fontana

File #: 26-1041
Agenda #: E.

Agenda Date: 6/23/2026
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Approve a Development Impact Fee Credit Agreement for Parcel Map No. 20215

RECOMMENDATION:
Approve and authorize the City Manager to enter into a Development Impact Fee Credit Agreement with CIVF VI - CA1W02, LLC, a Delaware limited liability company, for the construction of Sewer, Storm Drain, and Circulation for Parcel Map No. 20215.

COUNCIL GOALS:

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

DISCUSSION:
On January 19, 2021, the Planning Commission approved Tentative Parcel Map No. 20215 (TPM No. 20-000008) and Design Review No. 20-000010. The Developer is developing an 87,890 square foot warehouse building (84,444 square foot warehouse and 3,446 square foot mezzanine) on the property more particularly described as Parcel Map No. 20215, located at the northwest corner of Oleander Avenue and Boyle Avenue.

Chapter 21, Article VI - Construction and/or Dedication In-Lieu of Development Impact Fees (Sections 21-151 through 21-154) of the Fontana Municipal Code establishes a policy allowing in-lieu fee credit agreements between the City and Developers. This provides an alternative method for satisfying a Developer's obligation to mitigate impacts from the development other than through payment of development impact fees.

This Development Impact Fee Credit Agreement will provide fee credits toward the applicant's development impact fee obligations for the construction of Sewer, Storm Drain, and Circulation at Oleander Avenue and Slover Avenue.

The revised infrastructure fees are identified as follows:

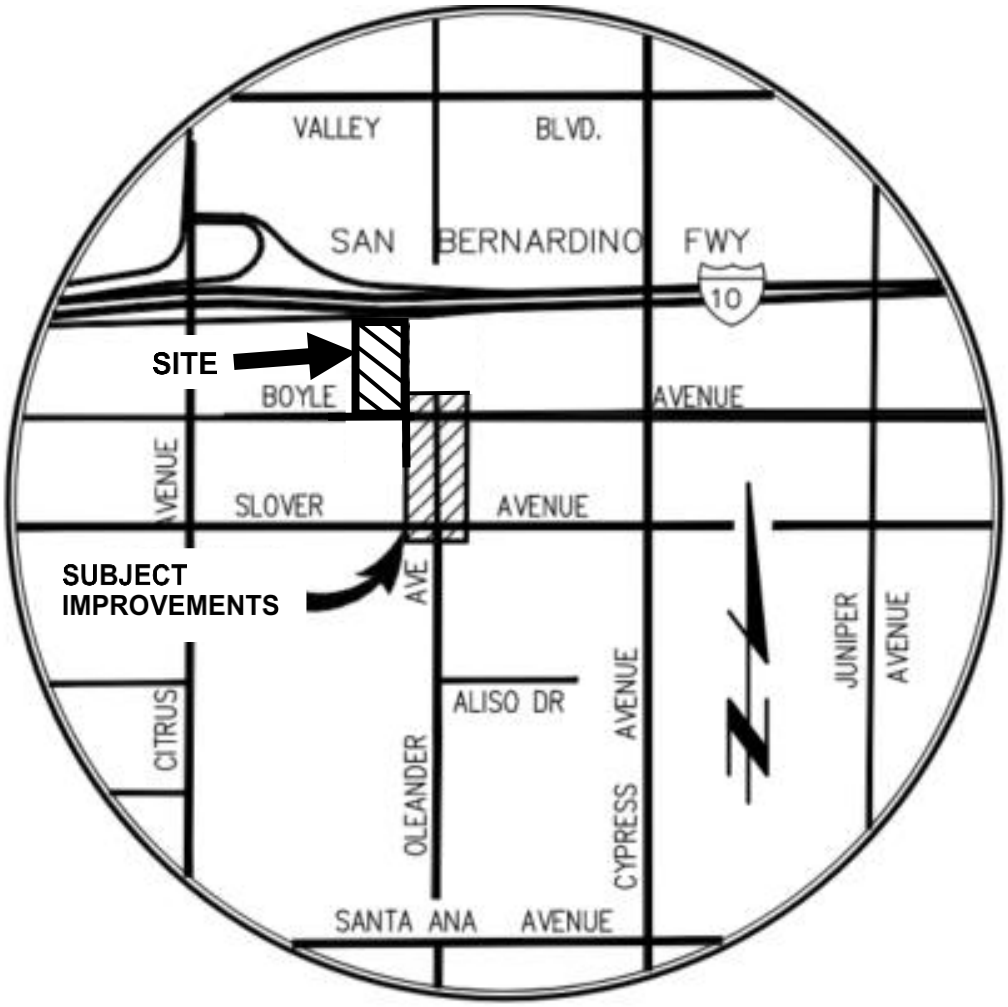
Fee Type	Subject Development Fee Obligation	Construction In-Lieu Amount	Net Development Fee Obligation
Sewer (Connection)	$1,647.85	$218,760.04	0.00
Storm Drain	$88,977.67	$34,089.00	$54,888.67
Circulation	$310,408.14	$303,896.45	$6,511.69
Total	**$401,033.66**	**$556,745.49**	**$61,400.36**

FISCAL IMPACT:
The approval of the Development Impact Fee Credit Agreement results in a reduction of the Developer's Sewer (Connection), Storm Drain, and Circulation fees for the project. This is possible since the Developer will be constructing improvements valued at $556,745.49, which exceeds the fee obligation of $401,033.66. The Developer is still obligated to pay the remaining Storm Drain fee of $54,888.67 and Circulation fee of $6,511.69.

MOTION:
Approve staff recommendation.

PARCEL MAP NO. 20215

(16288 Boyle Avenue, Fontana, CA 92337)



VICINITY MAP

N.T.S.

CIVIL ENGINEERING, LAND SURVEYING, DUE DILIGENCE

Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

OWNER/DEVELOPER

CIVF VI - CA1W02, LLC,
a Delaware limited liability company
18300 Von Karman Avenue, Suite 750
Irvine, CA 92612

PARCEL MAP NO. 20215

DEVELOPMENT IMPACT FEE CREDIT AGREEMENT

between

CITY OF FONTANA,
a California municipal corporation

and

CIVF VI – CA1W02, LLC,
a Delaware limited liability company

DEVELOPMENT IMPACT FEE CREDIT AGREEMENT

1. PARTIES AND DATE

This Development Impact Fee Credit Agreement ("Agreement") is made this _____ day of _____, 2026 for reference purposes only, between: The City of Fontana ("City"), a California municipal corporation and CIVF VI – CA1W02, LLC, a Delaware limited liability company ("Developer"). The term "Developer" includes Developer and its successors to all or any portion of the Property. This Agreement will not become effective until the date ("Effective Date") on which all of the following are true:

(i) This Agreement has been approved and executed by the appropriate authorities of the Developer, as defined in this Section 1, and this Agreement has been delivered to the City;
(ii) Following all legally required notices and hearings, this Agreement has been approved by the City's City Council; and
(iii) This Agreement has been executed by the appropriate authorities of the City and delivered to Developer.

2. RECITALS

2.1 Developer owns certain real property located in the City of Fontana, San Bernardino County, State of California, and shall be referred to herein as the "Property". The Property is more particularly shown in Exhibit "A" attached hereto and incorporated by reference herein, and consists of approximately 4.342 gross acres and 3.816 net acres.

2.2 The Developer is developing a total of 87,890 square foot warehouse building (84,444 square foot warehouse and 3,446 square foot mezzanine) on the property more particularly described as Parcel Map No. 20215/ Design Review No. 20-000010 ("Project").

2.3 The City has imposed certain conditions of approval on the Project in connection with the City's issuance of a building permit for the Project, which conditions, among other things, require the payment of, among others, certain Circulation, Sewer (Connection), and Storm Drain development impact fees ("Subject Development Fees") as follows:

Fee Type	**Subject Development Fee Obligation**	**Construction In-Lieu Amount**	**Net Development Fee Obligation**
Sewer (Connection)	$1,647.85	$218,760.04	$0.00
Storm Drain	$88,997.67	$34,089.00	$54,888.67
Circulation	$310,408.14	$303,896.45	$6,511.69
Total	**$401,033.66**	**$556,745.49**	**$61,400.36**

Such fees are set based upon the City's determination as to the square footage of the warehouse attributable to the Project as more particularly set forth in Exhibit "B" attached hereto and incorporated by reference herein.

2.4 In satisfaction of the Subject Development Fee Obligation as identified in Recital 2.3 above, Developer shall, at its sole cost, expense and liability, construct and dedicate to the City certain public improvements as more particularly set forth in this Agreement.

3. TERMS

3.1 Payment of Subject Development Fees

3.1.1 Payment of Subject Development Fees. Developer would, in the absence of this Agreement, be obligated to pay the Subject Development Fees described in Recital 2.3 in accordance with the City's normal fee payment schedule, as a condition to the issuance of a building permit for the Project. Such amount would total four hundred one thousand thirty-three and 66/100 dollars ($401,033.66) ("Subject Development Fee Obligation"). However, Developer shall construct and dedicate the Subject Improvements as set forth in Section 3.2 below, at a cost to Developer of approximately five hundred fifty-six thousand seven hundred forty-five and 49/100 dollars ($556,745.49). Therefore, upon payment of the Net Development Fee Obligation of sixty-one thousand four hundred and 36/100 dollars ($61,400.36) and the Developer's dedication to City and City's acceptance of the Subject Improvements, as defined and set forth in Section 3.2.1, below, Developer shall be deemed to have satisfied its Subject Development Fee Obligation. Developer shall thereafter be entitled to no further payment, reimbursement or refund arising out of or related to the Subject Development Impact Fee Obligation.

3.1.2 Full Satisfaction of Subject Development Fees. The Subject Development Fee Obligation shall be satisfied for the Project in consideration of Developer's construction and dedication, and the City's acceptance, of those Subject Improvements, as defined and set forth in Section 3.2.1, below, in accordance with this Agreement.

3.2 Construction and Dedication of Subject Improvements.

3.2.1 Construction and Dedication of Subject Improvements. In satisfaction of the Subject Development Fees for the Project as set forth in Recital 2.3, Developer shall, at its sole cost, expense and liability, develop and dedicate to the City those certain public Circulation and Sewer improvements ("Subject Improvements") described in Exhibit "C" attached hereto and incorporated by reference herein. Developer shall develop the Subject Improvements in accordance with plans and specifications to be approved by the City, in accordance with the current City public works standards and policies. The Subject Improvements shall be dedicated to the City as provided in Section 3.2.6. Developer hereby warrants and guarantees all Subject Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Subject Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Subject Improvements that have been repaired, replaced, or reconstructed

during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Subject Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Subject Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

3.2.2 Subdivision Improvement Agreements. Developer and City have heretofore entered into one or more subdivision improvement agreements for the Project, pursuant to Government Code section 66462 ("Improvement Agreement"). All work required to be completed by Developer under this Agreement shall be subject to the provisions of the Improvement Agreement, including, without limitation, the security, insurance, prevailing wage, and indemnification provisions thereof.

3.2.3 Meaning of "Dedicate." The term "dedicate," as used in this Agreement, means to acquire all necessary land or rights-of-way and to construct thereon the Subject Improvements required by this Agreement, and thereafter to offer to convey such land/rights-of-way and improvements to the City at no cost to the City. Developer shall offer the land/rights-of-way and Subject Improvements at the time required by the City Engineer in the exercise of his or her reasonable discretion. The satisfaction of Developer's obligations with respect to the dedication of the Subject Improvements described in this Section 3.2 shall be contingent upon the City Council's acceptance of said improvements, which acceptance shall occur in a manner consistent with the City's standard policies and standards for the acceptance of dedicated improvements.

3.3 Not a Statutory Development Agreement. This Agreement is not a statutory development agreement as described by Government Code section 65864, et seq. This Agreement confers no vested entitlements with respect to the development of the Project. This Agreement does not limit, in any way whatsoever, any authority the City may have to lawfully increase Impact Fees, change land use regulations, or otherwise lawfully exercise all powers available to the City pursuant to its police power, statutes, and judicial decision. Likewise, nothing in this Agreement shall limit, in any way, any right or remedy Developer may have to protest or challenge any unlawful increase in the Impact Fees. Except where subject to partial or total satisfaction as provided in this Agreement, Developer shall pay all Impact Fees, as they may be adjusted by the City during construction of the Project. Without limiting the generality of the foregoing paragraph, if the City at any time increases its Impact Fees, and such increases can otherwise be lawfully imposed against the Project, then Developer (or its successors, as applicable) shall pay the increased Impact Fees for only those portions of the Project (units or acreage, as applicable) for which the prior, lower Impact Fees have not yet been paid in full at the time provided for in this Agreement. If the City increases any Subject Development Fee, and such increase results in the value (as established by the applicable fee program) of the Subject Improvements being less than Developer's increased Subject Development Fees for only those portions of the Project for which the prior, lower Impact Fees have not yet been paid in full, then Developer shall pay the amount of the difference between the Subject Improvement's value and the increased amount of the Subject Development Fees.

3.4 City's Remedies Upon Default. Subject to Section 3.2, if the Developer fails to complete and offer for dedication a particular public improvement described in Section 3.2 in the

manner required by this Agreement then the City may, upon fifteen (15) days' prior written notice to the Developer, exercise any one or more of the following remedies, independently or conjunctively:

(i) The City may terminate this Agreement in its entirety and shall have no obligation to reduce the Developer the Subject Fee Obligation as set forth in Section 3.1; provided, however, that the City shall either (1) reimburse the Developer for the Developer's actual third-party costs (without interest) incurred with respect to any public improvements satisfactorily completed and dedicated to the City prior to termination, or (2) reimburse the Developer's Impact Fee obligation in a particular category in an amount equal to the Developer's actual third-party costs (without interest) incurred with respect to the public improvements related to that category that are satisfactorily completed and dedicated to the City prior to termination; provided, however, that the maximum amount of the reimbursement paid or credit given pursuant to (1) or (2) above shall not exceed the cost for the public improvements satisfactorily completed and dedicated prior to termination as set forth in the applicable fee program or study upon which the applicable Impact Fee is based; or

(ii) The City may terminate this Agreement in its entirety and shall have no obligation to credit to Developer the Subject Impact Fee reduction as set forth in Section 3.1; provided, however, that the City shall either (1) reimburse the Developer for the value ("Incomplete Value"), as determined in the City Engineer's reasonable discretion, of any public improvements that are not satisfactorily completed and dedicated to the City prior to termination; or

(iii) The City may exercise any other right or remedy available to it at law or in equity.

3.5 No Waiver. Developer's or the City's failure to insist on performance of any of the terms or conditions of this Agreement or to exercise any right, remedy or privilege, or Developer's or the City's waiver of any breach hereunder, shall not thereafter be deemed a subsequent waiver of any other terms, conditions, or rights, remedies or privileges, whether of the same or similar type. No party will be deemed to have waived any rights under this Agreement unless the waiver is made in writing and signed by the waiving party's duly authorized representative. All rights and remedies provided for under this Agreement are cumulative.

3.6 Cooperation. The parties agree to cooperate with each other in furthering the purposes of this Agreement. The parties hereby agree to take such other actions and execute such other reasonable documents as are consistent with this Agreement and as are reasonably necessary to effectuate this Agreement; provided, however, that the foregoing shall not require the City to take any legislative act or exercise its discretion in any particular manner.

3.7 Entire Agreement. This Agreement contains the final and complete agreement between the parties with respect to the matters herein discussed and supersedes all previous communications and agreements between them, either oral or written, to the extent such prior communications and agreements are inconsistent with this Agreement.

3.8 No Agency. Each party acknowledges that it is not the agent or fiduciary of the other.

3.9 No Assignment. This Agreement, including, without limitation, the parties' obligations under Section 3.2, is not assignable, in whole or in part, by Developer, without the prior written consent of the City, and any attempt to make such assignment shall be void and shall constitute an incurable material default under this Agreement.

3.10 Attorneys' Fees. In the event that any action or proceeding is commenced to regarding any term of this Agreement, the prevailing party in such action or proceeding, in addition to all other relief to which it may be entitled, shall be entitled to recover from the other party the prevailing party's costs of suit and reasonable attorneys' fees. The prevailing party shall be as determined by the court in accordance with Code of Civil Procedure section 1032. The attorneys' costs and expert fees recoverable pursuant to this Section 3.10 include, without limitation, attorneys' costs and expert fees incurred on appeal and those incurred in enforcing any judgment rendered. Attorneys' costs and fees may be recovered as an element of costs in the underlying action or proceeding or in a separate recovery action.

3.11 Notices. All notices, demands or other communications (collectively, "Notices") required or allowed by this Agreement shall be in writing and shall be considered given: (i) when delivered in person to the recipient named below; or (ii) three (3) business days after deposit in the United States mail, postage prepaid, addressed to the recipient named below; or (iii) on the date of delivery by facsimile transmission to the recipient named below. All Notices shall be addressed as follows:

If to the City:
City of Fontana
8353 Sierra Avenue
Fontana, CA 92335
Attn: City Manager

With copies to:
Best Best & Krieger LLP
2855 E. Guasti Road, Suite 400
Ontario, CA 91767
Attn: Ruben Duran

If to Developer:
CIVF VI – CA1W02, LLC
18300 Von Karman Avenue, Ste 750
Irvine, CA 92612
Attn: Adam Schmid

With copies to:
CIVF VI – CA1W02, LLC
One Beacon Street, Suite 2800
Boston, MA 02108
Attn: Asset Management

Any party may, by notice given at any time, require subsequent Notices to be given to another

person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of Notice of change shall not be invalidated by the change.

3.12 Governing Law. This Agreement and its provisions shall in all respects be interpreted, construed, enforced and governed by and under the laws of the State of California, without regard to its conflict of laws principles.

3.13 Consent to Jurisdiction, Venue and Service. Any action or proceeding brought respecting this Agreement shall be instituted and maintained in the appropriate court in the County of San Bernardino, California. Developer hereby forgoes and waives any provision of State or Federal law or judicial decision providing for a change of venue from such court on the grounds that the City is or may be a party to any such action or proceeding, including, without limitation, California Code of Civil Procedure section 394. Each party hereby irrevocably consents to the personal jurisdiction of the court. Service of process may be made in any manner provided by law.

3.14 Modification. This Agreement may be modified only by another written instrument duly authorized and executed by the parties. The foregoing notwithstanding, the City Manager is hereby authorized to make such minor amendments to this Agreement on behalf of the City as the City Manager may deem prudent and necessary in its administration, with the concurrence of the City Attorney.

3.15 Severability. The provisions of this Agreement are specifically made severable. If any clause, provision, rights and/or remedy provided for herein is unlawful or unenforceable, the remainder of this Agreement shall remain in effect and be enforced as if such clause, provision, right and/or remedy were not contained herein.

3.16 Rules of Construction. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against, either the City or Developer. Section headings in this Agreement are for convenience only and are not to be considered as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All provisions and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identification of the person or persons, firm or firms, corporation or corporations may require. This Agreement is the product of mutual negotiation and drafting efforts. Accordingly, the judicial rule of construction that ambiguities in a document are to be construed against the drafter of that document shall have no application to the interpretation or enforcement of this Agreement. In any action or proceeding to interpret or enforce this Agreement, the finder of fact may refer to such extrinsic evidence not directly in conflict with the express terms hereof to ascertain and give effect to the intent of the parties to this Agreement.

3.17 Execution/Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all such counterparts together shall constitute the entire agreement of the parties hereto.

3.18 Authorization. Each individual executing this Agreement hereby represents and warrants that he or she has the full power and authority to execute this Agreement on behalf of the named parties.

[Signatures on Following Pages]

SIGNATURE PAGE
TO
DEVELOPMENT IMPACT FEE CREDIT AGREEMENT

CITY OF FONTANA,
a California municipal corporation

By: _____
Matthew C. Ballantyne
City Manager

Attest:

By: _____
Germaine Key, City Clerk

Approved as to form:

_____
Best Best & Krieger LLP
City Attorney

By: _____
Phillip Burum, Deputy City Manager
Development Services Organization

By: _____
Gia Kim
Public Works Director/City Engineer

IN COMPLIANCE WITH INSURANCE ADMINISTRATION POLICIES/PROCEDURES

By: _____
Rakesha Thomas, Director of
Human Resources and Risk Management

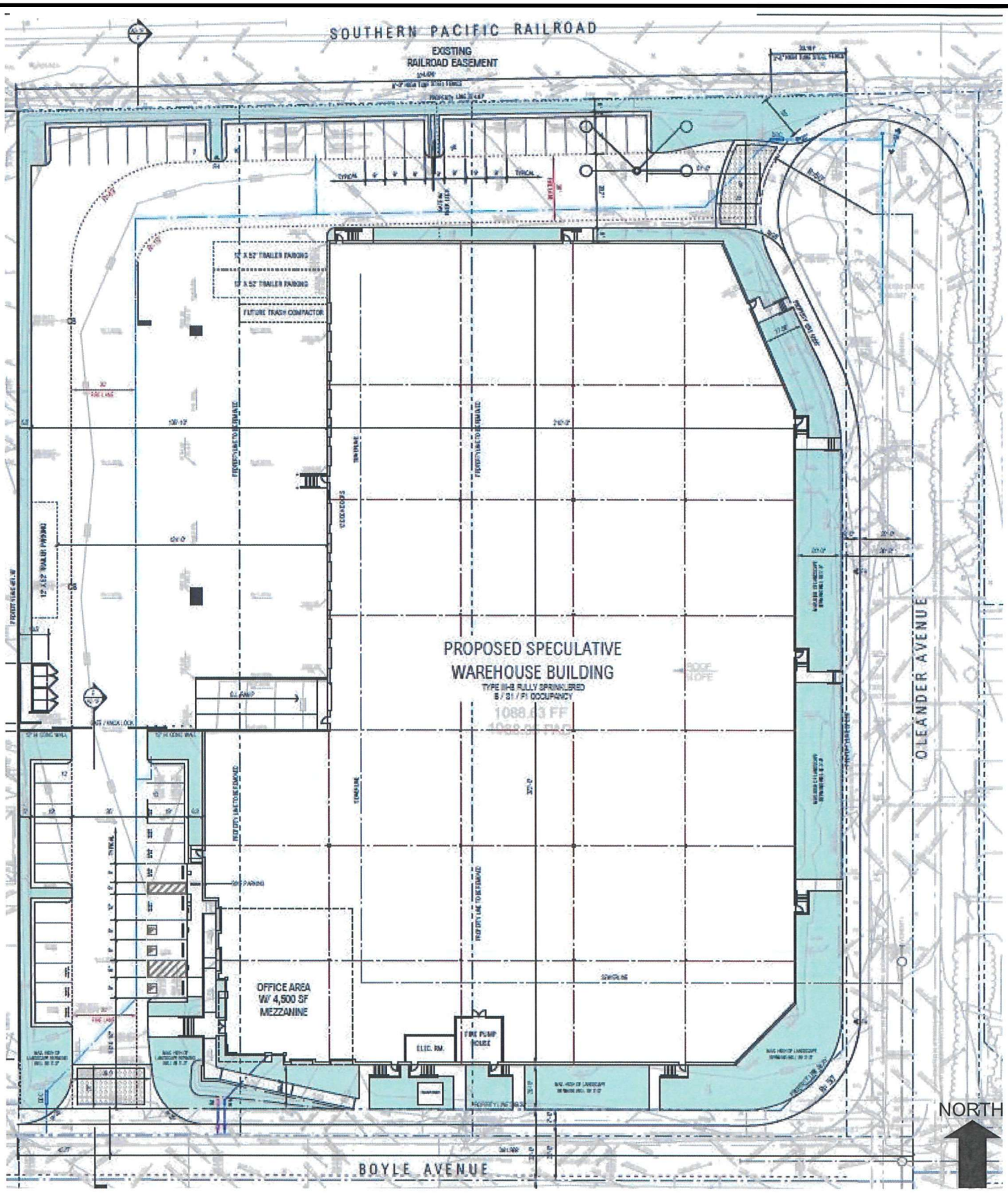
CIVF VI – CA1W02, LLC,
a Delaware limited liability company

By:_____
Adam Schmid, Director

EXHIBIT A
TO
DEVELOPMENT IMPACT FEE CREDIT AGREEMENT

Depiction of Property

[Attached]



DEVELOPER:

CIVF VI - CA1W02, LLC
18300 Von Karman Ave, Ste 750
Irvine, CA 92612

SITE PLAN
EXHIBIT "A"
FOR

16288 BOYLE AVE
PARCEL MAP NO. 20215
APN: 0251-141-28

EXHIBIT B
TO
DEVELOPMENT IMPACT FEE CREDIT AGREEMENT

Subject Development Fees

[Attached]

EXHIBIT B

CITY OF FONTANA

IMPACT FEE AGREEMENT EXHIBIT

16288 Boyle Avenue, Fontana, CA 92337
CIVF VI – CA1W02, LLC, a Delaware limited liability company
18300 Von Karman Ave, Ste 750
Irvine, CA 92612

DATE: May 26, 2026

SEWER CONNECTION IMPACT FEE

SEWER CONNECTION IMPACT FEE	QUANTITY	UNIT	FEE	TOTAL
Industrial				
16288 Boyle Ave - Sewer Connection Impact Fee	1.8798	EDU's	$876.61	$1,647.85
Total Eligible Sewer Connection Fees				$1,647.85
Total Sewer Construction Cost				$218,760.04
Total Sewer Connection Master Fee Obligation				**$0.00**

SEWER CONSTRUCTION COST				
Mobilization	1	LS	$7,317.30	$7,317.30
Construction Staking	1	LS	$6,450.00	$6,450.00
8" VCP Sewer	865	LF	$115.00	$99,475.00
48" Sewer Manhole	4	EA	$5,000.00	$20,000.00
6" SDR 26 Sewer Lateral	25	LF	$105.00	$2,625.00
Connect w/mahole - 18" sewer in Calabash	1	EA	$2,500.00	$2,500.00
Sawcut, remove, replace existing improvements	2670	SF	$8.00	$21,360.00
Plug end of pipe	3	EA	$500.00	$1,500.00
Traffic Control	1	LS	$4,500.00	$4,500.00
SUB-TOTAL				**$165,727.30**
10% Contingency				$16,572.73
SUB-TOTAL				**$182,300.03**
Soft Costs 20% (10% design, 10% Construction Management)				$36,460.01
TOTAL SEWER CONSTRUCTION COST				**$218,760.04**

EXHIBIT B

CITY OF FONTANA

IMPACT FEE AGREEMENT EXHIBIT

16288 Boyle Avenue, Fontana, CA 92337
CIVF VI – CA1W02, LLC, a Delaware limited liability company
18300 Von Karman Ave, Ste 750
Irvine, CA 92612

DATE: May 26, 2026

STORM DRAIN IMPACT FEE

STORM DRAINAGE - DECLEZ NORTH FEE	QUANTITY	UNIT	FEE	TOTAL
INDUSTRIAL				
16288 Boyle Ave - Storm Drain Impact Fee	3.816	Net AC	$23,317.00	$88,977.67
Total - Storm Drain Construction Cost				$34,089.00
Construction Cost in Excess of Fees				($54,888.67)
Total Obligation - Remaining Fees Due				**$54,888.67**

STORM DRAINAGE CONSTRUCTION COST				
MOBILIZATION	1	LS	$825.00	$825.00
30" RCP	50	L.F.	$140.00	$7,000.00
REMOVE CATCH BASIN W=7'	1	EA	$1,500.00	$1,500.00
CATCH BASIN W=7'	1	EA	$6,500.00	$6,500.00
LOCAL DEPRESSION	1	EA	$1,500.00	$1,500.00
CONNECT TO EXISTING STORM DRAIN	1	EA	$5,500.00	$5,500.00
PATCH BACK, REPLACE WITH TEMP AC	250	SF	$12.00	$3,000.00
SUB-TOTAL				**$25,825.00**
10% Contingency				$2,582.50
SUB-TOTAL				**$28,407.50**
Soft Costs 20% (10% design, 10% Construction Management)				$5,681.50
Total Storm Drainage Construction Cost				**$34,089.00**

EXHIBIT B

CITY OF FONTANA

IMPACT FEE AGREEMENT EXHIBIT

16288 Boyle Avenue, Fontana, CA 92337
CIVF VI – CA1W02, LLC, a Delaware limited liability company
18300 Von Karman Ave, Ste 750
Irvine, CA 92612

DATE: May 26, 2026

CIRCULATION IMPACT FEE

CIRCULATION IMPACT FEE	QUANTITY	UNIT	FEE		TOTAL
INDUSTRIAL					
16288 Boyle Ave - Circulation Impact Fee (Warehouse)	84,444	S.F.	$3.5090	$	296,314.00
16288 Boyle Ave - Circulation Impact Fee (Mezzanine)	3,446	S.F.	$4.0900	$	14,094.14
Subtotal	87,890	S.F.		$	310,408.14
Total Circulation Construction Cost				$	303,896.45
Construction Cost in Excess of Fees				$	(6,511.69)
Total Obligation - Remaining Fees Due					**$6,511.69**

SLOVER/OLEANDER INTERSECTION IMPROVEMENTS					
Mobilization	1	LS	$10,963.08	$	10,963.08
Surveying	1	LS	$6,600	$	6,600.00
Demolition & Grading	1	LS	$38,014	$	38,014.00
New traffic signal	1	LS	$56,250	$	56,250.00
Signing and Striping	1	LS	$10,680	$	10,680.00
Construct 8" curb	105	LF	$30.00	$	3,150.00
Concrete Sidewalk	675	SF	$5.00	$	3,375.00
Construct 6.6" min. A.C. over 12" compacted native	16452	SF	$4.82	$	79,340.00
Coldmill & place 0.17" A.C. pavement	5121	SF	$2.50	$	12,802.50
Construct access ramps per City Std. 1003	1	EA	$1,550.00	$	1,550.00
Traffic Control	1	LS	$7,500.00	$	7,500.00
SUB-TOTAL				**$**	**230,224.58**
10% Contingency				$	23,022.46
SUB-TOTAL				**$**	**253,247.04**
Soft Costs 20% (10% design, 10% Construction Management)				$	50,649.41
Total Circulation Construction Cost				**$**	**303,896.45**

EXHIBIT C
TO
DEVELOPMENT IMPACT FEE CREDIT AGREEMENT

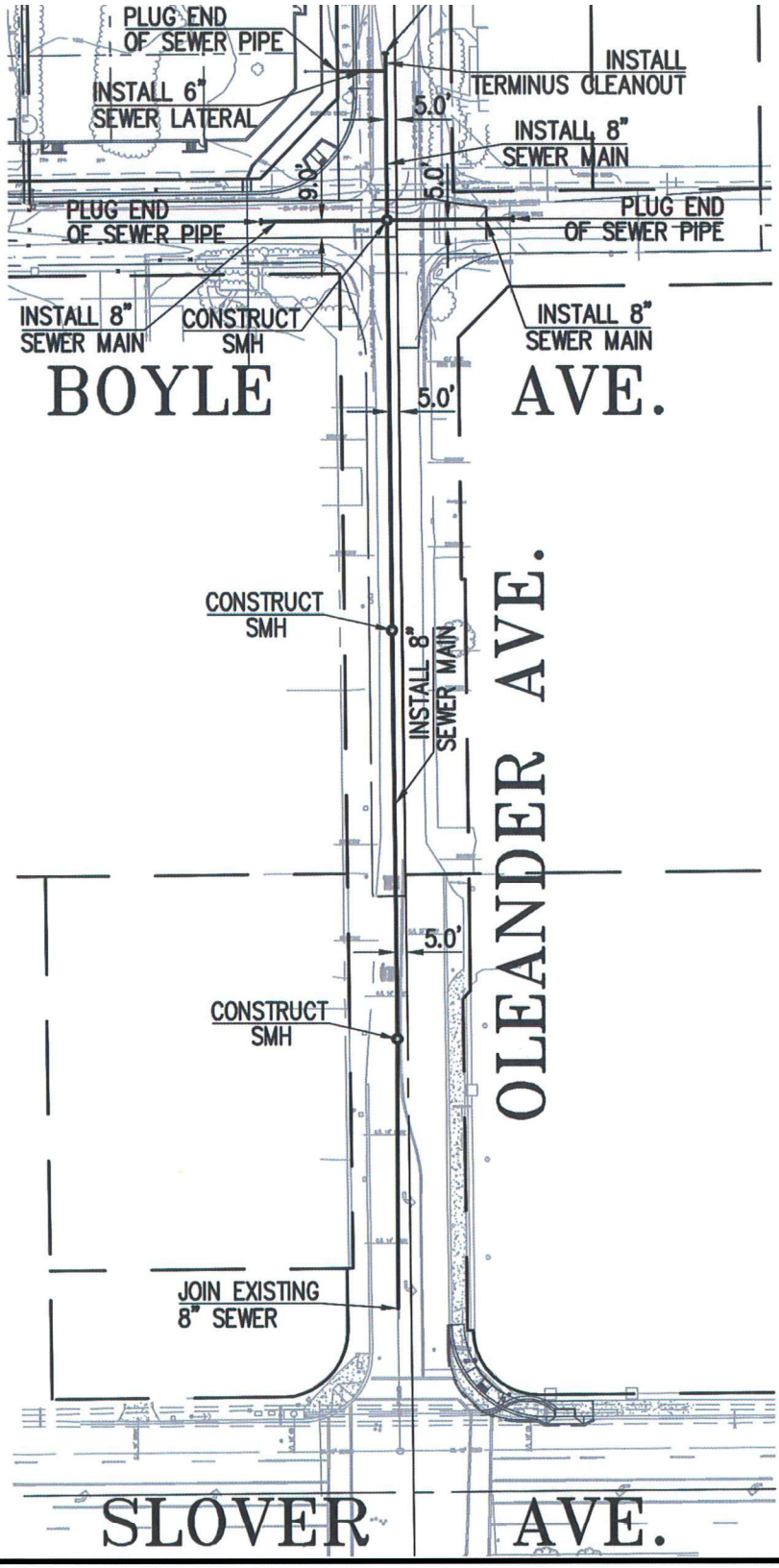
Subject Improvements

[Attached]

EXHIBIT C

SEWER FEE CREDIT EXHIBIT

16288 BOYLE AVE
PARCEL MAP NO. 20215



SCALE:1"=100'

STORM DRAIN FEE CREDIT EXHIBIT

16288 BOYLE AVE
PARCEL MAP NO. 20215

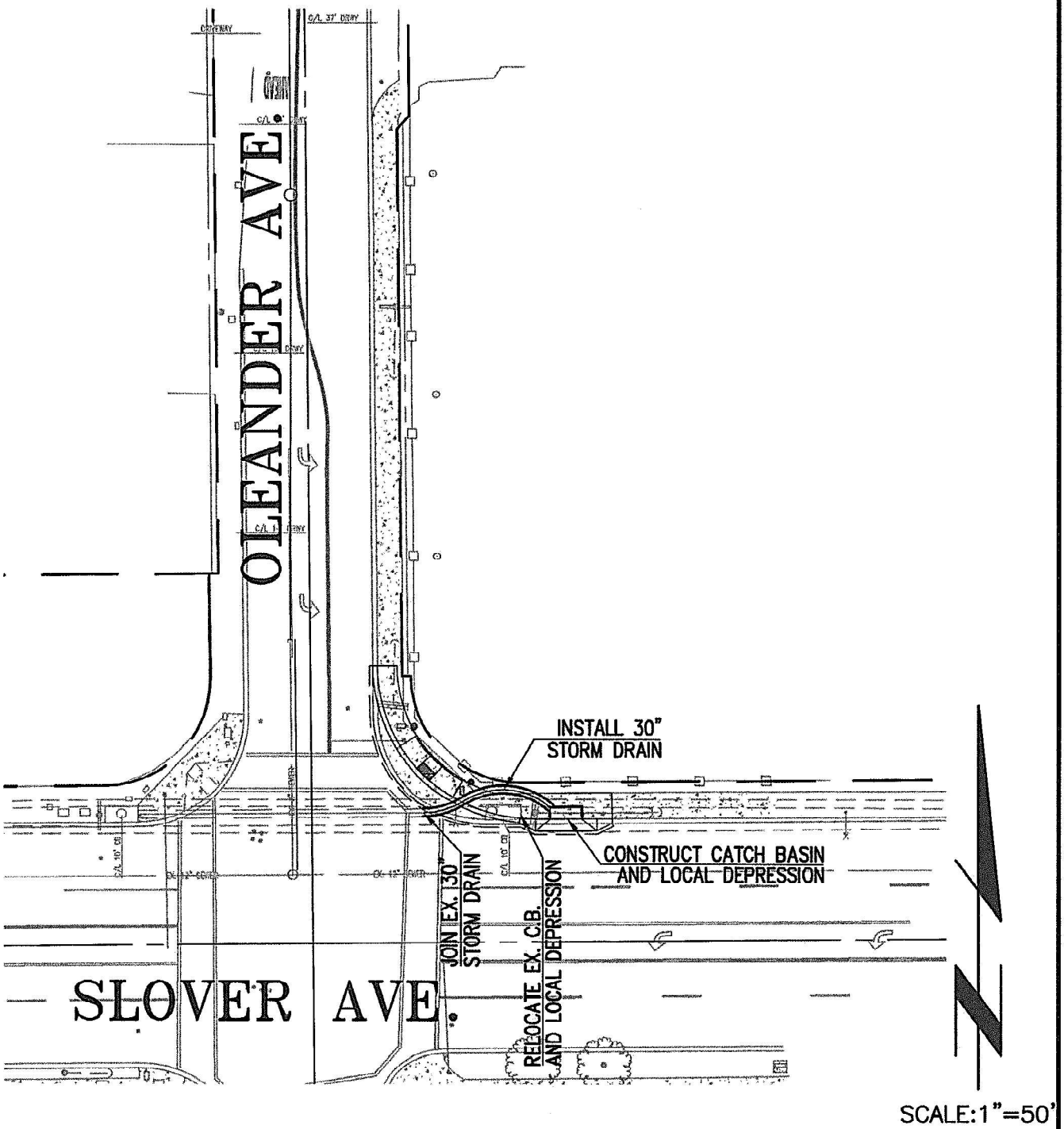
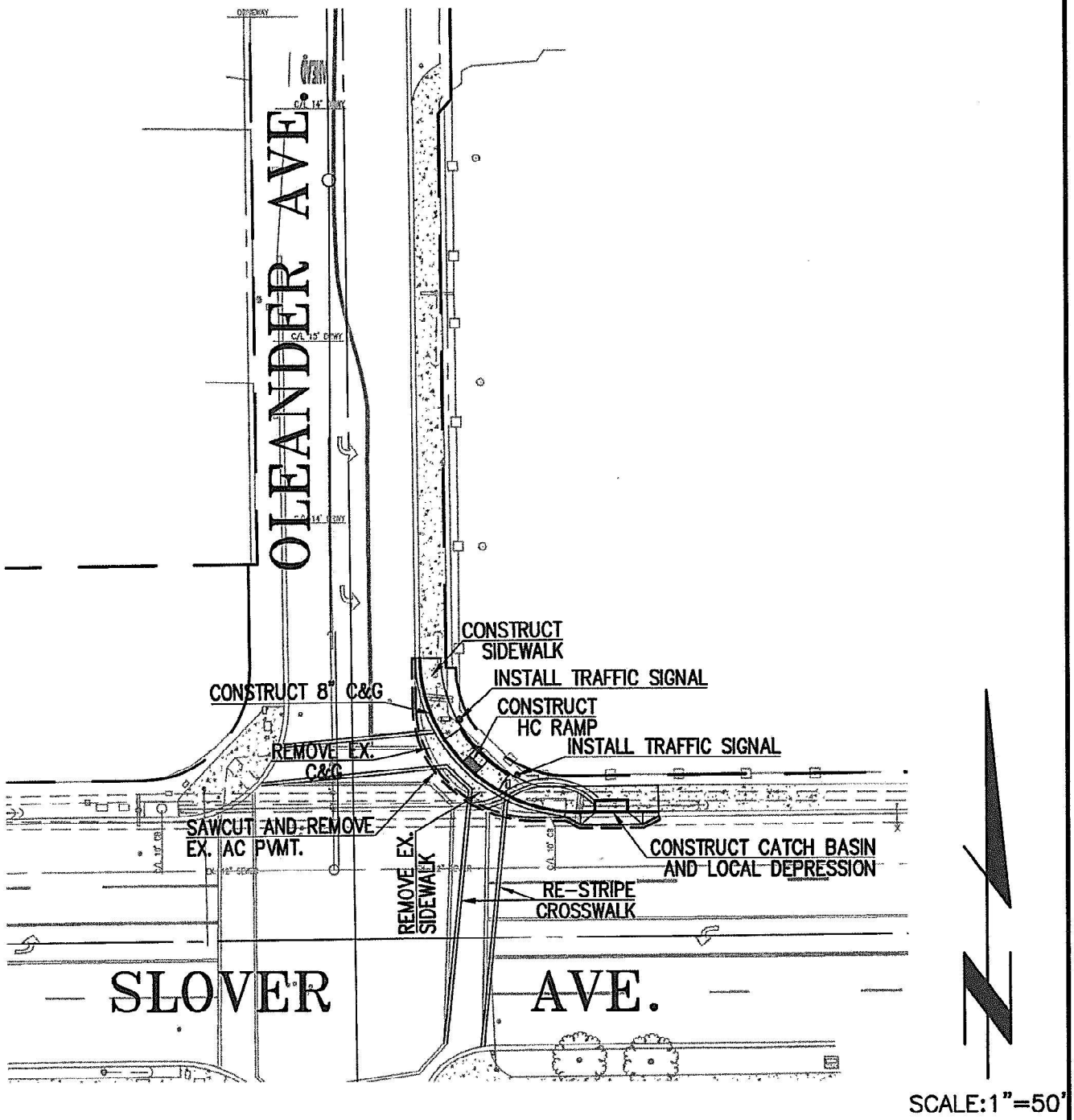


EXHIBIT C

CIRCULATION FEE CREDIT EXHIBIT

16288 BOYLE AVE
PARCEL MAP NO. 20215



File #: 26-1044
Agenda #: F.

Agenda Date: 6/23/2026
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Final Acceptance of Street and Sewer Improvements on Valencia Avenue for Tract No. 20546

RECOMMENDATION:
1. Accept as complete the street and sewer improvements for Tract No. 20546, located along Valencia Avenue between Oleander Avenue and Cypress Avenue.

2. Adopt **Resolution No. 2026-055**, accepting sewer on Valencia Avenue for Tract No. 20546 as part of the City sewer system.

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:
Cyrus Opportunity Zone Fund II, LP constructed street and sewer improvements on Valencia Avenue, a street that provides access to Tract No. 20546. The subdivision is located along Valencia Avenue between Oleander Avenue and Cypress Avenue.

The street and sewer improvements on Valencia Avenue are now complete and acceptance by the City Council is required pursuant to Fontana Municipal Code, Section 26-184(b). Tract No. 20546 is a private community and the internal improvements are not a part of this action.

The street and sewer improvements have been completed to the satisfaction of the Department of Public Works/Engineering. By accepting the improvements as complete, the City will be taking over the maintenance of these improvements.

This action will also authorize the release of the cash deposit, which was posted in lieu of bonds to guarantee performance of the Subdivision Agreement. The applicable portions of the cash deposit will be released as follows: the performance portion upon approval, the labor and materials portion after six (6) months, and the warranty portion after twelve (12) months, less the total of any claims received. The street and sewer improvements have met all Conditions of Approval and the improvements were inspected by the Department of Engineering.

FISCAL IMPACT:
As part of the action to accept as complete the street and sewer improvements on Valencia Avenue for Tract No. 20546, these improvements will be deemed complete and the City will take over operation and maintenance of this public infrastructure. Appropriate funding for the maintenance work is included in the FY 2025-26 revised budget under the Public Works & Engineering Department, Utilities & Streets Division.

MOTION:
Approve staff recommendation.

RESOLUTION NO. 2026-055

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA ACCEPTING THE SEWER SYSTEM ALONG VALENCIA AVE FOR TRACT NO. 20546 AS PART OF THE CITY'S SEWER SYSTEM.

WHEREAS, Section 23-388 of the Fontana Municipal Code provides that each addition to or extension of the sewer systems shall be accepted by Resolution of the City Council of the City of Fontana ("City Council"); and

WHEREAS, this Resoltuion shall contain the terms of any special consideration which shall apply to the sewer so accepted; and

WHEREAS, City Council intends to accept the sewer system for Tract No. 20546 as apart of the City of Fontana sewer system; and

WHEREAS, there is no special consideration that shall apply to the sewer system accepted herein.

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 accepts the sewer system for Tract No. 20546 as apart of the City of Fontana's sewer system.

Section 3. The City Council hereby finds that this Resolution is exempt from further environmental review pursuant to the California Environmental Quality Act (Pub. Resources Code, §§ 21000 et seq.) ("CEQA") because, pursuant to section 15378(b)(4) of the California Code of Regulations, this Resolution does not constitute a "project" because it constitutes merely the establishment of government fiscal activities that do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment. Therefore, City staff is hereby directed to file a Notice of Exemption with the County Clerk within three (3) days following the adoption of this Resolution.

Section 4. 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 5. The City Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this 23rd day of June, 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 resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting held on the 23rd day of June, 2026, by the following vote to wit:

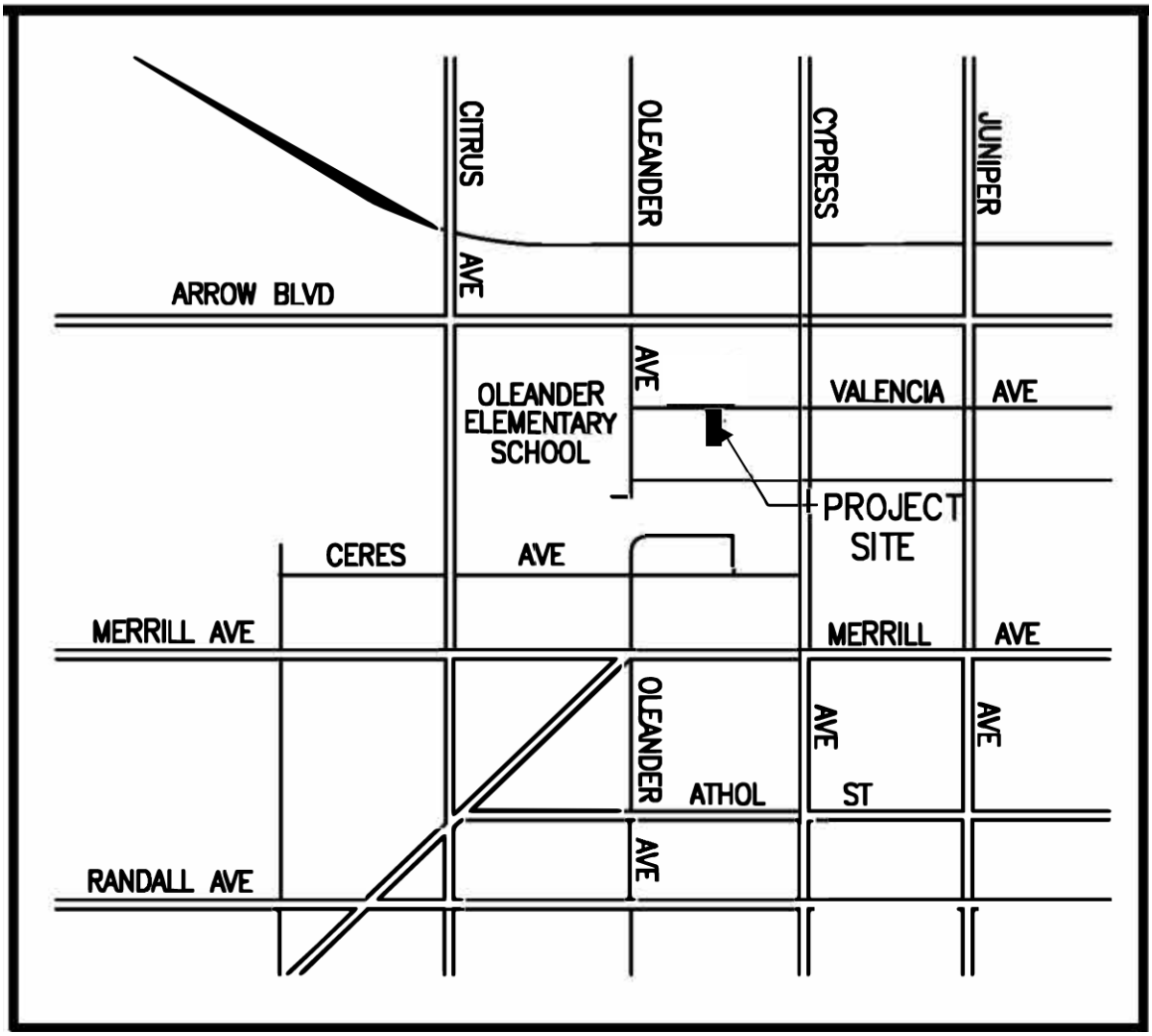
AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk of the City of Fontana

_____
Mayor of the City of Fontana

ATTEST:

_____
City Clerk



VICINITY MAP
NOT TO SCALE

NORTH

SUBDIVISION IMPROVEMENT AGREEMENT

Tract Map No.: 20546

THIS AGREEMENT is between the City of Fontana, a municipal corporation, County of San Bernardino, State of California ("City") and Cyrus Opportunity Zone Fund II, LP ("Subdivider"):

WHEREAS, the application for tentative Tract Map No. 20546, was conditionally approved on June 7th, 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 Nine Thousand Three Hundred and Eighty Nine Dollars ($9389.00) 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 if 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 of 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

By:_____

Rick Fujimoto
Name

Managing Partner
Title

By:_____

_____
Name

_____
Title

CITY OF FONTANA

By:_____
City Manager

Matthew C. Ballantyne
Print Name

Attest:_____
City Clerk

Germaine Key
Print Name

APPROVED AS TO FORM:

By:_____
Best Best & Krieger LLP
City Attorney

Ruben Duran
Print Name

APPROVED AS TO CONTENT:

By:_____
City Engineer

Gia Kim
Print Name

Revised – RP -09/22/2022

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

Revised – RP -09/22/2022

CITY OF FONTANA
ENGINEERING

- ☐ PRELIMINARILY APPROVED
- ☑ CONSTRUCTION APPROVED
- ☐ FINAL APPROVED
- ☐ CORRECTIONS
- ☐ FOR INFORMATION ONLY

BY Henry Pham DATE 1/5/2023

STAFF USE ONLY
ENGINEERING PC NO.
ELPC22-000061

CITY OF FONTANA
ENGINEERING DEPARTMENT
COST ESTIMATE - EXHIBIT "A"

DATE: Dec 14, 2022
DEVELOPER Rick Fujimoto
ENGINEER Gerardo Garduno
PHONE NO. 310-210-9902

PROJECT NAME Valencia Condos
TRACT MAP NO. 20546
PARCEL MAP NO. 019120140000

STREET IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
6" CURB & GUTTER		L.F.	17.00	
8" CURB & GUTTER		L.F.	19.00	
8" THICK CROSS GUTTER		S.F.	11.00	
4" SIDEWALK		S.F.	7.00	
ACCESS RAMP		EA	5,000.00	
DRIVEWAY APPROACHES	341	S.F.	11.00	3,751
ASPHALT CONCRETE DIKES		L.F.	11.00	
FOG SEAL		S.F.	.10	
IMPORTED EMBANKMENT		C.Y.	10.00	
PREPARATION OF SUBGRADE		S.F.	.50	
*A.C.		TON	150.00	
*A.C. OVERLAY(0.20 THICKNESS) PER CITY STANDARD		TON	150.00	
**PCC CURB ONLY (MEDIAN)		L.F.	16.00	
ADJUST SEWER MANHOLE TO GRADE		EA	500.00	
ADJUST SEWER CLEAN OUT TO GRADE		EA	300.00	
ADJUST WATER VALVES TO GRADE		EA	250.00	
BARRICADES		L.F.	40.00	
2 X 4 REDWOOD HEADER		L.F.	5.00	
*REMOVAL OF A.C. PAVEMENT		S.F.	.66	
**REMOVAL OF P.C.C. CURB		L.F.	6.00	
*REMOVAL OF A.C. BERM		L.F.	5.00	
RETAINING WALL H=2 1/2 FT. OR LESS		L.F.	40.00	
BLOCK WALL H=6 FEET		L.F.	50.00	
AGGREGATE BASE		TON	30.00	
GUARD POSTS		EA	70.00	
GUARD PANEL (WOOD)		L.F.	40.00	
SAWCUT		L.F.	3.50	
REFLECTORS AND POSTS		EA	100.00	
STREET SIGNS		EA	250.00	
Removal of driveway approach	161	EA	4.00	644
		EA		
		EA		
		EA		

STREET IMPROVEMENT SUBTOTAL 4,395

* A.C. ASPHALTIC CONCRETE
** P.C.C. PORTLAND CONCRETE CEMENT

STORM DRAIN IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
* 18" RCP		L.F.	90.00	
* 24" RCP		L.F.	110.00	
* 30" RCP		L.F.	250.00	
* 36" RCP		L.F.	250.00	
* 42″ RCP		L.F.	250.00	
* 48" RCP		L.F.	260.00	
* 54" RCP		L.F.	280.00	
* 60" RCP		L.F.	300.00	
* 66″ RCP		L.F.	320.00	
* 78″ RCP		L.F.	340.00	
* 24″ CMP		L.F.	90.00	
* 60″ CMP		L.F.	320.00	
CATCH BASIN/CURB INLET:				
W=7		EA	4,000.00	
W=10		EA	4,500.00	
W=14		EA	6,000.00	
W=21		EA	11,000.00	
W=28		EA	14,000.00	
JUNCTION STRUCTURE		EA	3,200.00	
TRAFFIC TYPE JUNCTION STRUCTURE		EA	2,800.00	
DISCHARGE STRUCTURE		EA	2,800.00	
MANHOLES		EA	2,500.00	
LOCAL DEPRESSION		EA	1,250.00	
GRATE INLET STRUCTURE		EA	2,100.00	
		EA		
		EA		
		EA		

STORM DRAIN IMPROVEMENT SUBTOTAL _____

* REINFORCED CONCRETE PIPE

SANITARY SEWER IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
MANHOLES 60" DIAMETER		EA	4,500.00	
MANHOLES 48" DIAMETER		EA	4,000.00	
DROP MANHOLES		EA	4,500.00	
WYES	1	EA	100.00	100
CLEANOUTS	1	EA	600.00	600
REMODELING OF EXISTING MANHOLE		EA	950.00	
** 4" VCP		L.F.	50.00	
** 6" VCP	31	L.F.	60.00	1,860
** 8" VCP		L.F.	70.00	
** 10" VCP		L.F.	80.00	
** 12" VCP		L.F.	90.00	
** 15" VCP		L.F.	100.00	
		L.F.		
		L.F.		

SANITARY SEWER IMPROVEMENT SUBTOTAL 2,560

** VITRIFIED CLAY PIPE

TRAFFIC SIGNALS/SIGN/STRIPING

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
TRAFFIC SIGNAL MODIFICATION:				
ONE CORNER	_____	L.S.	75,000.00	_____
TWO CORNERS	_____	L.S.	100,000.00	_____
TRAFFIC SIGNAL NEW	_____	L.S.	250,000.00	_____
PAINT TRAFFIC STRIPE(1 COAT)	_____	L.F.	2.40	_____
PAINT TRAFFIC STRIPE(2 COATS)	_____	L.F.	.65	_____
PEDESTRIAN CROSSWALK STRIPING	_____	L.F.	.65	_____
PAVEMENT MARKER (NON REFLECTIVE)	_____	EA	2.50	_____
PAVEMENT MARKER (REFLECTIVE)	_____	EA	4.00	_____
REFLECTORS AND POSTS	_____	EA	100.00	_____
STREET SIGNS	_____	EA	250.00	_____
_____	_____	EA	_____	_____
_____	_____	EA	_____	_____

TRAFFIC SIGNAL/SIGNS/STRIPING SUBTOTAL _____

CFD LANDSCAPE IMPROVEMENTS (BONDING PURPOSES ONLY)

AREA LANDSCAPED	_____	S.F.	$12.00	_____
CENTER MEDIAN	_____	S.F.	$12.00	_____

LANDSCAPING IMPROVEMENTS SUBTOTAL _____

SUBTOTALS:

STREET IMPROVEMENT SUBTOTAL..... 4,395

STORM DRAIN IMPROVEMENTS SUBTOTAL.....

SANITARY SEWER IMPROVEMENTS SUBTOTAL..... 2,560

TRAFFIC SIGNAL/SIGNS/STRIPING SUBTOTAL.....

IMPROVEMENT SUBTOTAL 6,955

*(*USE THIS TOTAL FOR PLAN CHECK & PERMITTING PURPOSES*)*

CFD LANDSCAPE IMPROVEMENTS .....

SUBDIVISION MONUMENT GUARANTEE $1,200 + $50/LOT ...

STREET LIGHTS _____ **@ $5,000** .....

CUCAMONGA COUNTY WATER DISTRICT FACILITIES.....

CITY OF FONTANA ENGINEERING

- ☐ PRELIMINARILY APPROVED
- ☑ CONSTRUCTION APPROVED
- ☐ FINAL APPROVED
- ☐ CORRECTIONS
- ☐ FOR INFORMATION ONLY

BY Henry Pham DATE 1/5/2023

IMPROVEMENT SUBTOTAL.... 6,955

ADD 35%..... 2,434

BONDING TOTAL..... 9,389

APPROVED PUBLIC IMPROVEMENT PLANS:

STREET IMP. DWG. NO. 473 REV

STREET LIGHT DWG. NO. _____

SEWER IMP. DWG. NO. 75 REV

STORM DRAIN IMP. DWG. NO. _____

TRAFFIC SIGNAL DWG. NO. _____

SIGNING & STRIPING DWG. NO. _____

SUBDIVISON IMPROVEMENT AGREEMENT

Tract Map No.:_____

Exhibit "B"

I,_____

(Subdivider's name here)

am the owner of the property to which this Request is being made for of a Time Extension for

Project No. _____.

Name: _____

Subdivider's Signature: _____

Subdivider's Address: _____

_____

Date: _____

(Attached Notary Acknowledgment)

CITY OF FONTANA

BY:_____ DATE:_____
City Engineer

_____
Print Name

[ ] DENY
[ ] APPROVED

NEW DATE: _____

Revised – RP -09/22/2022

City of Fontana

8353 Sierra Avenue
Fontana, CA 92335
(909) 350-7610

Engineering Invoice

Case No: **ELPC22-000061**

Invoice Date: **05/24/2023**
3:14 pm

Permit Type: **OFFSITE IMP PC**

Permit Subtype: **STREET & SEWER**

Site Address: **16385 VALENCIA AV, FONTANA, CA 92335**

Parcel No: **019120140**

Tract Map:

Parcel Map:

Applicant Information	Contact Information	Owner Information
CYRUS OPPORTUNITY ZONE FUND II LP	**RICK FUJIMOTO**	**CYRUS OPPORTUNITY ZONE FUND II**
P.O. BOX 17028	**P.O. BOX 17028**	**P O BOX 17028**
IRVINE, CA 92623	**IRVINE, CA 92623**	**IRVINE CA, 926237028**
(310) 210-9902	**(310) 210-9902**	

Description: (B) PLAN CHECK FOR OFFSITE IMPROVEMENTS FOR VALENCIA 8 UNIT

OFFSITE IMPROVEMENTS FOR: SEWER AND STREET

PROJECT: VALENCIA 8 UNIT APARTMENT
LOCATION: 16385 VALENCIA AVE
APN: 0191-201-40

REF: MCN21-000047

Fee Description	Amount	Amount Paid	Amount Due
CASH DEPOSIT - IMPROVEMENT SURETY	9,389.00	9,389.00	0.00
COMPUTER FEE-PLAN CHECK	56.03	56.03	0.00
GIS ARCHIVE FEE	104.00	104.00	0.00
PUBLIC IMPROVEMENT PLAN CHECK	1,016.55	1,016.55	0.00

	Assessed Fee Amount	Amount Paid	Amount Due
Fee Totals:	**$10,565.58**	**$10,565.58**	**$0.00**

COF_Eng_PermInvoice

CASHIER

Invoiced By: HENP

TRAKiT SYSTEMS

NUMBER OF LOTS: 1
0.435 ACRES GROSS
0.419 ACRES NET

TRACT NO. 20546

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

BEING A SUBDIVISION OF A PORTION OF LOT 6 OF TRACT NO. 2109, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 30, PAGE 8 INCLUSIVE OF MAPS, RECORDS OF SAID COUNTY.

T&M SURVEYING **NOVEMBER, 2022**

FOR CONDOMINIUM PURPOSES

OWNER'S STATEMENT:

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

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED FOR PUBLIC PURPOSES: THE EASEMENT FOR EMERGENCY VEHICLES SERVICES AS SHOWN HEREON.

OWNER: CYRUS OPPORTUNITY ZONE FUND II, LP

BY: Rick Fujimoto

PRINTED NAME: Rick Fujimoto

TITLE: Managing Partner

SIGNATURE OMISSIONS:

PURSUANT TO THE PROVISIONS OF SECTION 66436(a)(3)(A) OF THE SUBDIVISION MAP ACT THE FOLLOWING SIGNATURES HAVE/HAS BEEN OMITTED AS THEIR INTERESTS CANNOT RIPEN INTO FEE:

CITY OF FONTANA, HOLDER OF AN EASEMENT FOR STREET, HIGHWAY AND PUBLIC UTILITY PURPOSES. RECORDED NOVEMBER 20, 1990 AS INSTRUMENT NUMBER 90-461772, OFFICIAL RECORDS.

FONTANA LAND COMPANY, A RESERVATION OF RIGHT OF WAY FOR PIPE LINES AND WATER CONDUITS IN THE DEED FROM FONTANA LAND COMPANY, A CORPORATION, TO F. E. SUYDAM, A MARRIED MAN, AS HIS SEPARATE PROPERTY FOREVER, RECORDED OCTOBER 17, 1927, IN BOOK 289, PAGE 35, OFFICIAL RECORDS.

SEE SHEET 2 FOR NOTARY ACKNOWLEDGEMENTS

SURVEYOR'S STATEMENT

(***) CYRUS OPPORTUNITY ZONE FUND II, LP

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 [redacted] IN NOVEMBER, 2022. I HEREBY ALSO STATE THAT ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN THOSE POSITIONS WITHIN TWELVE (12) MONTHS OF MAP RECORDATION IN COMPLIANCE WITH SECTION 66495 AND 66496 OF THE SUBDIVISION MAP ACT AND ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

TY E. THOMAS
P.L.S. 9309

4-26-2023
DATE

PROFESSIONAL LAND SURVEYOR — TY E. THOMAS — No. 9309 — STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP OF TRACT NO. 20546, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT IT COMPLIES WITH ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ARTICLES I THROUGH III, CHAPTER 26, CODE OF THE CITY OF FONTANA.

DATED 6/28/23, 20 23

GIA LAM KIM, CITY ENGINEER
RCE 62296
CITY OF FONTANA

REGISTERED PROFESSIONAL ENGINEER — GIA LAM KIM — No. 62296 — CIVIL — STATE OF CALIFORNIA

CITY LAND SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP OF TRACT NO. 20546 CONSISTING OF 3 SHEETS; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATED 5/8, 20 23

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

LICENSED LAND SURVEYOR — MICHAEL P. THORNTON — No. 6867 — STATE OF CALIFORNIA

CITY OFFICIAL STATEMENT

I HEREBY STATE THAT THIS TRACT MAP IS APPROVED AND THE FOREGOING DEDICATIONS CONVEYED BY THIS MAP, DATED NOVEMBER, 2022 FROM CYRUS OPPORTUNITY ZONE FUND II, LP, TO THE CITY OF FONTANA ARE HEREBY ACCEPTED IN ACCORDANCE WITH THE CITY OF FONTANA STANDARDS, THIS PROCEDURE IS THE TRUE AND COMPLETE PROCEDURE APPROVED BY THE CITY COUNCIL ON THE _____ DAY OF _____, 2023.

ATTEST:

GERMAINE ~~MCCLELLEN~~ KEY
CITY CLERK, CITY OF FONTANA

CITY CLERK

ACQUANETTA WARREN
MAYOR, CITY OF FONTANA

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

I ~~OO~~ 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 $ 5,500

ENSEN MASON, AUDITOR-CONTROLLER/
TREASURER/TAX COLLECTOR
SAN BERNARDINO COUNTY

7/20/2023
DATED:

BY: _____
DEPUTY

BOARD OF SUPERVISOR'S CERTIFICATE:

I HEREBY CERTIFY THAT A BOND IN THE SUM OF $ 5,500 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 THE 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

7/20/2023
DATED:

BY: _____
DEPUTY

SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER 2023-0181886, THIS 26th DAY OF July, 2023 AT 9:21 A.M. IN BOOK 366 OF TRACT MAPS AT PAGE 20-22

AT THE REQUEST OF First American Title,

IN THE AMOUNT OF $ 15.00.

CHRIS WILHITE
ASSESSOR-RECORDER-COUNTY CLERK
~~COUNTY OF~~ SAN BERNARDINO County

BY: _____
DEPUTY RECORDER

NUMBER OF LOTS: 1
0.435 ACRES GROSS
0.419 ACRES NET

TRACT NO. 20546

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

BEING A SUBDIVISION OF A PORTION OF LOT 6 OF TRACT NO. 2109, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 30, PAGE 8 INCLUSIVE OF MAPS, RECORDS OF SAID COUNTY.

T&M SURVEYING **NOVEMBER, 2022**

FOR CONDOMINIUM PURPOSES

NOTARY 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 5-02-2023 BEFORE ME, Jennifer Dixon, A NOTARY PUBLIC,

PERSONALLY APPEARED Rick Fujimoto, 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.

Jennifer Dixon NAME PRINTED _____ SIGNATURE

MY COMMISSION EXPIRES: 7/6/2023 COMMISSION NO. 2296385

MY PRINCIPAL PLACE OF BUSINESS IS IN Orange COUNTY.

JENNIFER DIXON
Notary Public - California
Orange County
Commission # 2296385
My Comm. Expires Jul 6, 2023

NOTARY 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 _____

ON _____ BEFORE ME, _____, A NOTARY PUBLIC,

PERSONALLY APPEARED _____, 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.

_____ NAME PRINTED _____ SIGNATURE

MY COMMISSION EXPIRES: _____ COMMISSION NO. _____

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.

1"=40'

TRACT NO. 20546

SHEET 3 OF 3 SHEETS

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

BEING A SUBDIVISION OF A PORTION OF LOT 6 OF TRACT NO. 2109, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 30, PAGE 8 INCLUSIVE OF MAPS, RECORDS OF SAID COUNTY.

T&M SURVEYING **NOVEMBER, 2022**

FOR CONDOMINIUM PURPOSES

SCALE: 1"= 40'

40' 20' 0' 20' 40'

N

LEGEND

- ● FOUND AS NOTED
- ○ SET 1" IRON PIPE TAGGED 9309
- ( ) INDICATES RECORD DATA
- (1) EASEMENT GRANTED TO THE CITY OF FONTANA FOR STREET, HIGHWAY AND PUBLIC UTILITY PURPOSES, RECORDED NOVEMBER 20, 1990 AS INSTRUMENT NUMBER 90-461772, O.R.

PROPOSED EASEMENTS

(A) *EASEMENT FOR EMERGENCY VEHICLES SERVICES DEDICATED FOR PUBLIC PURPOSES*

MONUMENT NOTES

[1] FD 1"IP TAGGED LS 7232 PER TRACT NO. 18439 MB 348/31-33 ACCEPTED AS CENTERLINE INTERSECTION OLEANDER AVENUE & VALENCIA AVE

[2] ESTAB BY PRORATION PER TRACT NO. 2109 FONTANA ACRES NO. 9, M.B. 30/48

[3] FD PK NAIL, PER CITY TIES 148, ACCEPTED AS CENTERLINE INTERSECTION VALENCIA AVENUE & CYPRESS AVENUE

[4] FD 1"IP WITH PLASTIC PLUG, ILLEGIBLE, NO REF, ACCEPTED AS CENTERLINE INTERSECTION ORANGE WAY & OLEANDER AVENUE

[5] FD S&W STAMPED SBCO SURVEYOR, NO REF, ACCEPTED AS CENTERLINE INTERSECTION ORANGE WAY & CYPRESS AVENUE

BASIS OF BEARINGS

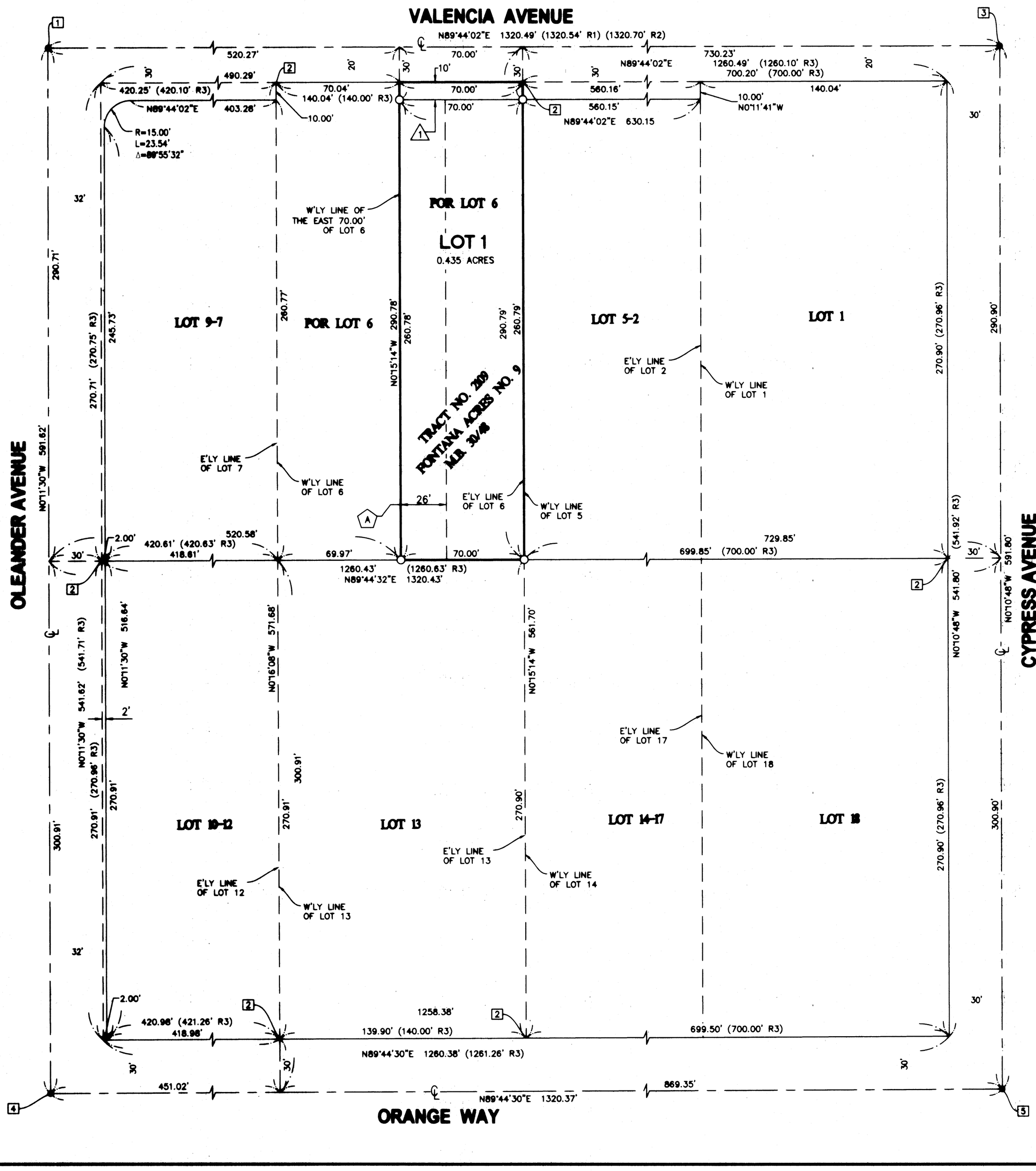
THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF VALENCIA AVENUE BEING NORTH 89°44'02" EAST PER TRACT NO. 16641 M.B. 316/37-39.

REFERENCE NOTES

R1 TRACT NO. 16641 M.B. 316/37-39
R2 TRACT NO. 18439 M.B. 348/31-33
R3 TRACT NO. 2019 M.B. 30/48

ABBREVIATIONS

FD.	FOUND
SFN.	SEARCHED, FOUND NOTHING
ESTAB.	ESTABLISHED
INT.	INTERSECTION
REF	REFERENCE
ILLEG.	ILLEGIBLE
PROP.	PROPORTION
CL	CENTERLINE
N'LY	NORTHERLY
S'LY	SOUTHERLY
W'LY	WESTERLY
E'LY	EASTERLY
RAD	RADIAL BEARING



File #: 26-1045
Agenda #: G.

Agenda Date: 6/23/2026
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Award a Construction Contract for the City Sidewalk Reconstruction #3 Project (DE-26-167-SB)

RECOMMENDATION:
1. Award bid and authorize the City Manager to enter into a construction contract with DT Stellar General Engineering for the construction of the City Sidewalk Reconstruction #3 Project in the amount of $808,161.00 and authorize a 25% contingency in the amount of $202,040.25 (DE-26-167-SB).

2. Approve and authorize the City Manager to enter into any and all utility agreements, utility easements, and subsequent agreements on behalf of the City of Fontana for City Sidewalk Reconstruction #3 Project.

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 of Fontana's approved Capital Improvement Program Budget includes the City Sidewalk Reconstruction #3 Project ("Project"). This is the third location for the Project and there will be additional contracts forthcoming. The proposed improvements include the rehabilitation of existing sidewalks and drive approaches, and eliminating poor and very poor conditions. The project will improve walkability, increase sidewalk service life, and enhance the safety of pedestrian traffic.

On May 18, 2026, bids for this contract were opened. A total of sixteen (16) bids were received, ranging from $808,161.00 to $1,655,312.30. DT Stellar General Engineering is the lowest bidder in the amount of $808,161.00. The Engineer's Estimate was $1,100,000.00. After reviewing proposed bid documents and performing reference checks, Engineering staff has determined DT Stellar General Engineering to be the lowest responsible and responsive bidder.

Staff also recommends 25% contingency instead of the traditional 10%. During the previous sidewalk reconstruction project, several additional areas of uneven sidewalk were identified that had not been noted during the initial sidewalk assessment. These newly identified areas were attributed to changes in site conditions over time, primarily due to the growth of adjacent tree roots and normal weather-related deterioration, which further contributed to the displacement and damage of sidewalk panels.

Given the efficiency gained by having the contractor already mobilized on site, it will be in the City's best interest to include the additional sidewalk repairs through a contract change order. The decision to include the additional work will only be made if it is determined to be cost-efficient. This additional work will most likely exceed 10% of the construction contract amount. This approach will not only address emerging deficiencies efficiently, but also enhance pedestrian and resident safety.

FISCAL IMPACT:
The fiscal impact associated with the approval of this item is $808,161.00 for the full term of the construction contract and $202,040.25 for construction contingency, for a total of $1,010,201.25. These amounts are included in the FY 2025-26 available budget, in 37600001-601-C-8329.

MOTION:
Approve staff recommendation.

city of FONTANA CALIFORNIA

Distress Analysis

Sidewalk and Ramp Distresses

by Distress Type

Legend

Sidewalk Distress Types
- Severe Fault
- Severe Shattered
- Severe Sag/Heave

Ramp Distress Types
- Severe Fault
- Severe Shattered
- Severe Sag/Heave

Assets
- Ramps
- Sidewalks

Sidewalk Project #3 2026

Sidewalk Project #3 2026

Glen Helen Regional Park

Rialto Municipal Airport

Jurupa Hills Regional Park

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 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55

NORTH

0 0.25 0.5 1 1.5 2 Miles

IMS Infrastructure Management Services 2023

FONTANA, CA | Sidewalk and Ramp Distresses 2023

Bid Results

City Sidewalk Reconstruction #3

DE-26-167-SB

1.	DT Stellar General Engineering Winchester, CA	$808,161.00
2.	CJ Concrete Construction Santa Fe Springs, CA	$843,074.00
3.	Towo Enterprise Inc. Fullerton, CA	$845,997.50
4.	CT&T Concrete Paving Diamond Bar, CA	$916,129.20
5.	LC Paving & Sealing, Inc. Escondido, CA	$930,600.50
6.	Onyx Paving Company, Inc. Anaheim, CA	$936,600.00
7.	Gentry General Engineering, Inc. Rancho Cucamonga, CA	$971,221.00
8.	Calmex Engineering, Inc. Bloomington, CA	$1,015,116.60
9.	Estate Design & Construction Culver City, CA	$1,025,000.00
10.	Vido Samarzich, Inc. Santa Ana, CA	$1,078,616.96
11.	Kalban, Inc. Santa Clarita, CA	$1,149,579.00
12.	Prestige Prime Engineering El Cajon, CA	$1,180,618.32

13.	Pub Construction, Inc. Diamond Bar, CA	$1,184,742.40
14.	Elegant Construction, Inc. Irvine, CA	$1,239,086.30
15.	Gentry Brothers, Inc. Irwindale, CA	$1,402,156.00
16.	Global Builders, Inc. Laguna Hills, CA	$1,655,312.30

Submission

Bidder Details

Vendor Name	DT Stellar General Engineering
Address	31941 Silk Vine Drive Winchester, California 92596 United States
Respondee	Jonathon Sedeno
Respondee Title	Estimator
Phone	714-448-2369
Email	Jsedeno@dtstellargeneral.com
Vendor Type	CADIR
License #	999662
CADIR	1000993266

Submission Detail

Submission Format	Electronic
Submitted	05/18/2026 1:56 PM (PDT)
Delivery Method	
Responsive	
Submission Status	Submitted
Confirmation #	486828

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
FINAL BID DOCS.pdf	FINAL BID DOCS.pdf	Documents to upload
BID BOND.pdf	BID BOND.pdf	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
Section 1							**$808,161.00**		
1	1		Project Notifications (Section 3- 14)	LS	1	$6,000.00	$6,000.00	Yes	
2	2		WPCP/BMP/NPDES Implementation per Contract Documents	LS	1	$7,000.00	$7,000.00	Yes	
3	3		Temporary Traffic Control	LS	1	$8,000.00	$8,000.00	Yes	
4	4		Remove Existing and Construct New 4” Thick Sidewalk per COF Std. 1006	SF	63694	$11.25	$716,557.50	Yes	
5	5		Remove Existing and Construct New 6” Thick Sidewalk behind driveways per COF Std. 1006	SF	2122	$14.50	$30,769.00	Yes	
6	6		Remove Existing and Construct New 6” Approach per COF Std. 1006	SF	727	$14.50	$10,541.50	Yes	
7	7		Remove Existing and Construct New 6” PCC Curb and Gutter per COF Std. 1000 including asphalt paving.	LF	34	$75.00	$2,550.00	Yes	
8	8		Remove Existing and Construct New 8” PCC Curb and Gutter per COF Std. 1000 including asphalt paving.	LF	32	$75.00	$2,400.00	Yes	
9	9		Remove Existing and Construct New 6” Driveway per COF Std. 1006	SF	334	$14.50	$4,843.00	Yes	
10	10		Remove existing and construct Curb Return Access Ramp per COF Std. 1003 (Section 303- 5.9) All-inclusive BCR to ECR to include 4 ft. slot paving, detectable warning surface, curb and gutter, cross gutter, spandrel as applicable, ramp and walk (6” depth) and up to 10’ per side transition sidewalk panels to be included when needed for ADA compliance.	EA	3	$6,500.00	$19,500.00	Yes	

Line Item Subtotals

Section Title	Line Total
Section 1	**$808,161.00**
Grand Total	**$808,161.00**

File #: 26-1053
Agenda #: H.

Agenda Date: 6/23/2026
Category: Consent Calendar

FROM:
Finance

SUBJECT:
2026-27 Statement of Investment Policy

RECOMMENDATION:
Adopt the City of Fontana Statement of Investment Policy for Fiscal Year 2026-27.

COUNCIL GOALS:
- To create a team by working together to provide stability and consistent policy direction.

DISCUSSION:
The City of Fontana Statement of Investment Policy (Policy) requires an annual review and adoption by the City Council. The Policy was last updated in June 2025. The Policy is being presented at this time to ensure that the requirements of the Policy are consistent throughout the fiscal year. The Policy has been certified by the Association of Public Treasurers of the United States and Canada (APT US&C).

There are some minor changes being proposed to the policy including the following:

- Section III - Safekeeping and Custody:
  - Clarified safekeeping, custodial, and collateralization requirements for deposits.
  - Added collateralization requirements (110% for government securities and 150% for mortgage notes) for bank deposits and clarified that pledged collateral must be held by a third-party custodian for the City's sole benefit.
- Section IV - Authorized Investments, Investment Types:
  - Section (3) U.S. Government Securities: Added clarification that the maturity of Agency Mortgage-Backed and Asset Backed Securities is measured using Weighted Average Life (WAL).
  - Section (6) Commercial Paper: Updated maturity period to three hundred ninety-seven days.
  - Updated investment category table for consistency.
- Section IV - Authorized Investments, Investment Maturities:
  - Section (2) Weighted Average Life: Added a definition of WAL as a measure of expected principal repayment timing and investment risk.
  - Section (6) Maximum Maturity: Added clarifying language explaining how the maximum five (5) year maturity is measured by settlement date and WAL for Agency and Non-Agency Mortgage-Backed Securities or Asset-Backed securities.
- Section VII - Investment Reporting:

- Added Weighted Average Life (WAL) reporting and monitoring requirements for structured securities, including monthly compliance reporting and review thresholds for securities approaching or exceeding policy limits.
- Added monitoring requirements for securities exceeding four-year WAL.

The Investment Review Committee will meet quarterly to discuss the status of current investments, strategies for future investments, and other matters deemed relevant. Additionally, upon approval of this item, the Authorized Investment Officers will be as follows:

Authorized Investment Officers:
City Manager
Chief Financial Officer/Deputy City Treasurer
Deputy Finance Officer
Revenue and Operations Manager
Accounting Manager

FISCAL IMPACT:
None.

MOTION:
Approve staff recommendation.

CITY OF FONTANA

STATEMENT OF INVESTMENT POLICY 2026-27

Certified by the Association of Public Treasurers of the United States and Canada (APT US&C)

Prepared by the Finance Department,
Revenue Operations Manager
Reviewed and Approved by
Janet Koehler-Brooks, City Treasurer

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I. OVERVIEW

INTRODUCTION

The purpose of this document is to provide guidelines for the prudent investment of the unexpended cash in the City's treasury and outline policies for maximizing the efficiency of the City's cash management system. The ultimate goal is to enhance the economic status of the City while protecting its pooled cash.

SCOPE

Included in the scope of the City's investment policy Funds excluded from this policy include proceeds of debt issuance, retirement/pension funds and deferred compensation funds, and pension or other post-employment benefit funds held in a trust are the following major guidelines and practices which are to be used in achieving the City's primary investment objectives:

- Investment Authority and Responsibilities
- Eligible Financial Institutions
- Authorized Investments
- Investment Maturities
- Cash Management
- Evaluation of Investment Performance
- Investment Reporting
- Investment Policy Review and Adoption

It is intended that this policy cover all funds and investment activities under the direct authority of the City. These funds are accounted for in the City's Comprehensive Annual Financial Report (CAFR) and include the general fund, special revenue funds, debt service funds, capital project funds, enterprise funds, internal service funds and agency funds.

OBJECTIVES

The City's cash management system is designed to accurately monitor and forecast expenditures and revenues, thus enabling the City to invest funds to the fullest extent possible. The City attempts to obtain the highest ***yield*** obtainable as long as investments meet the criteria established for ***safety*** and ***liquidity***.

Criteria for selecting investments in the order of priority are:

1. ***Safety.*** The safety and risk associated with an investment refers to the potential loss of principal, interest, or a combination of these amounts. The City shall invest in a manner that seeks to avoid capital losses resulting from institution default or the erosion of market value.

2. ***Liquidity.*** This refers to the ability to convert an investment into cash with a minimal risk of losing some portion of principal or interest. Liquidity is an important investment quality, especially when the need for unexpected funds occurs occasionally.

3. ***Yield.*** Yield is the potential dollar earnings an investment can provide and becomes a consideration only after the basic requirements of safety and liquidity have been met.

Portfolio diversification in terms of maturity, instrument types and issuer help minimize the overall risk while maximizing the market rate of return. Therefore, the portfolio should consist of a mix of various types of securities, issuers and maturities as long as the selection and retention are prudent. Occasional measured losses are inevitable and must be considered within the context of the overall portfolio's investment return, provided that adequate diversification has been implemented.

The City operates its pooled cash investments under the "Prudent Investor Standard" described in California Government Code §53600.3 as follows:

"Except as provided in subdivision (a) of Section 27000.3, all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law."

All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust.

II. INVESTMENT AUTHORITY AND RESPONSIBILITIES

AUTHORIZED INVESTMENT OFFICERS

Cash management and investment transactions are the responsibility of the Chief Financial Officer or designee. The City Council has authorized the following officials to undertake investment transactions on behalf of the City:

City Manager
Chief Financial Officer/Deputy City Treasurer
Deputy Finance Officer
Accounting Manager
Revenue Operations Manager

Daily portfolio management responsibilities have been delegated to the Chief Financial Officer/Deputy City Treasurer.

The City may retain the services of an outside investment advisor or manager as approved by the City Council to assist with the City's investment program who shall retain full liability for and make all investment decisions and transactions in strict accordance with State Law, this Policy and such other written instructions as are provided.

INVESTMENT REVIEW COMMITTEE

At least quarterly, the Investment Review Committee, consisting of the City Treasurer, Chief Financial Officer/Deputy City Treasurer, Deputy Finance Officer, Accounting Manager and Revenue Operations Manager shall meet with the investment advisor or manager to discuss the status of current investments, strategies for future investments, and other matters deemed relevant, and shall report to the City Council as necessary.

INVESTMENT PROCEDURES

The Chief Financial Officer/Deputy City Treasurer has established investment procedures which:

- Adhere to the Statement of Investment Policy
- Prioritize safety and liquidity
- Determine risk and optimizes return
- Provide for a system of due diligence in making investment decisions.

In order to accomplish these goals, a "Model" investment portfolio has been designed to provide the strategic framework for supervising and reporting on the investment portfolio.

The model was developed according to this policy's maturity guidelines and is used to facilitate decisions regarding security transactions. Each security selection recommended by the investment advisor or manager shall be designed to move the actual portfolio toward the model portfolio without taking any immediate losses.

No person authorized to conduct investment transactions (including investment advisor or manager) shall engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Chief Financial Officer/Deputy City Treasurer.

All investments selected under this policy, including any investments in foreign securities or currency, must be held with a financial institution that is subject to the jurisdiction of the laws and courts of the United States.

INTERNAL CONTROL

The Finance Department is responsible for ensuring compliance with the City's investment policy as well as for establishing systems of internal control designed to monitor the activities of any appointed investment advisor or manager, so as to prevent loss due to fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by the investment advisor or manager, city officers and employees. Timely bank reconciliations are conducted to ensure proper handling of all transactions.

An independent analysis by an external auditor shall be conducted annually to review internal control and compliance with policies and procedures. The Finance Department shall promptly review and eliminate any material weaknesses or significant deficiencies not considered to be material weaknesses that are identified in the City's latest audit report.

CONFLICTS OF INTEREST

The City adopts the following policy concerning conflicts of interest:

1. Officers, investment advisor(s) or manager(s), and employees involved in the investment process shall not conduct personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

2. Officers, investment advisor(s) or manager(s), and employees involved in the investment process shall disclose to the City Clerk any material financial interests in financial institutions that conduct business with the City of Fontana, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City's portfolio.

III. ELIGIBLE FINANCIAL INSTITUTIONS

SELECTION OF ELIGIBLE FINANCIAL INSTITUTIONS

In selecting financial institutions for deposit or investment of funds, the Finance Department shall consider the creditworthiness of the institution.

1. *Deposits.* The City will only deposit funds with an institution that has a rating of at least "A" as assigned by an established rating service based on quarterly financial information provided by the Federal Reserve Board and the Federal Home Loan Bank Board (i.e., The Financial Directory). Ratings will be monitored on a quarterly basis and any downgrade in rating below "A" will be reported to the Investment Review Committee together with a recommendation for possible action.

2. *Brokers/Dealers.* Investments must be purchased directly from the issuer, from an institution licensed by the state as a broker-dealer, from a member of a federally regulated securities exchange, or from a brokerage firm designated as a primary government dealer by the Federal Reserve Bank.

All financial institutions which desire to do business with the City must supply the Finance Department with the following:

- Completed broker/ dealer questionnaire including certification that the financial institution has reviewed and will comply with the City's Statement of Investment Policy and applicable California Government Code sections and that it will exercise due diligence in informing the City of all foreseeable risks associated with financial transactions conducted with the firm.

- Certified financial statements.

- Resumé of the primary representative who will be dealing with the City.

The Deputy City Treasurer shall review the information submitted and designate the institution as either eligible or ineligible for City investment transactions. The City will only do business with those institutions designated as "eligible"; however, an "eligible" designation does not guarantee that the City will do business with that institution.

A current audited financial report prepared by an independent certified public accountant shall be submitted to the City annually within six (6) months after the end of the institution's fiscal year in order for the institution to remain on the "eligible" list. Within the context of the City's policies regarding portfolio limitations, investment transactions shall be distributed as evenly as possible between financial institutions.

If the City has an investment advisor, the investment advisor may use its own list of authorized broker/dealers to conduct transactions on behalf of the City. The advisor shall make available its list of authorized broker/dealers to City staff upon request and shall provide the City with advance written notice regarding its engagement or termination of any broker/dealer.

SAFEKEEPING AND CUSTODY

The City shall enter into an agreement with a bank trust department or regulated financial services company providing trust services to serve as the safekeeping agent for all direct investments. The safekeeping agent shall hold all investments in an account for the sole benefit of the City.

All security transactions, including collateral requirements, shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by a third-party custodian and evidenced by safekeeping receipts.

COLLATERALIZATION

California Government Code 53652 requires banks and savings and loan institutions to pledge government securities with a market value of 110% of the City's or Agency's cash on deposit or first trust deed mortgage notes with a value of 150% of the cash on deposit as collateral for those deposits. This collateral shall be held in a separate pool by another institution in the City's and Agency's name and places it ahead of general creditors of the institution.

IV. AUTHORIZED INVESTMENTS

INVESTMENT TYPES

Investment of City funds is governed by the California Government Code Sections 16429.1 and 53601. Investments may not have a term or maturity at the time of investment of longer than that authorized by Section 53601 or five (5) years (measured by settlement date) unless the City Council has granted express authority, no less than three (3) months prior to the investment, for a specific investment or investment program to exceed such limit.

It should be noted that while the Government Code specifies the maximum percentage of the portfolio which may be held in each type of investment at any one time, fluctuations in the portfolio balance will prevent strict adherence to such restrictions. Therefore, percentage limitations shall apply to investments at the time of purchase. The City will diversify its investments by security type and institution.

Within the context of the State limitations, the following investments are authorized subject to the Due Diligence Requirement on page 14:

1. State Treasurer's Local Agency Investment Fund (LAIF)

Government Code Section 16429.1: Pursuant to LAIF policy, local government agencies are authorized to invest in this program administered by the California State Treasurer. Monies invested with LAIF are pooled with State monies in order to earn the maximum rate of return consistent with safe and prudent treasury management. A thorough investigation of the pool is required on a continual basis.

2. U.S. Treasury Obligations

Government Code Section 53601(b): U.S. Treasury Notes or other indebtedness secured by the full faith and credit of the federal government.

3. U.S. Government Securities

Government Code Section 53601(f): Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies of the United States government-sponsored enterprises. The maturity of individual Agency Mortgage-Backed or Asset-Backed securities shall be measured by weighted-average-life (WAL), which is defined under “Investment Maturities, Weighted-Average-Life” on page 16.

4. California State, California State, California Local Government Agencies, and other United States State Bonds

Government Code Sections 53601(c) through (e): Up to twenty percent (20%) of the City's portfolio may be invested in this category having at the time of investment a minimum "AA" or its rating equivalent or better by an NRSRO. This category includes:

- ❖ Registered state warrants or treasury notes or bonds of the State of California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled or operated by the state or by a department, board, agency, or authority of the state.

- ❖ Registered treasury notes or bonds of any of the other forty-nine (49) states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other forty-nine (49) states, in addition to California.

- ❖ Bonds, notes, warrants, or other evidence of indebtedness of a local agency within the State of California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.

5. Bankers Acceptances

Government Code Section 53601(g): Up to forty percent (40%) of the City's portfolio may be invested in Bankers Acceptances which are defined as bills of exchange or time drafts, drawn on and accepted by a commercial bank, which are eligible for purchase by the Federal Reserve System, although no more than thirty percent (30%) of the portfolio may be invested in Bankers Acceptances with any one commercial bank. Additionally, the maturity period cannot exceed one hundred eighty (180) days.

6. Commercial Paper

Government Code Section 53601(h): Up to twenty-five percent (25%) of the City's portfolio may be invested in "Prime" commercial paper as rated by a nationally recognized statistical-rating organization (NRSRO). Issuing corporations must be organized and operating in the United States, have five hundred million dollars ($500,000,000) total assets, and have at least an "A" rating by an NRSRO on debt other than commercial paper. No more than ten percent (10%) of the portfolio may be invested in the commercial paper and medium-term notes of any single issuer. The maturity period cannot exceed three hundred ninety-seven (397) days.

7. Negotiable Certificates of Deposit

Government Code Section 53601(i): Up to thirty percent (30%) of the City's portfolio may be invested in Negotiable Certificates of Deposit issued by a nationally or state-chartered bank or a state or federal association or by a state-licensed branch of a foreign bank. These securities shall be rated in a ratings category of "A" or its equivalent or better by an NRSRO.

8. Medium-Term Notes

Government Code Section 53601(k): Defined as all corporate and depository institution debt securities with a maximum remaining maturity of five (5) years or less (measured by settlement date), issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Notes eligible for investment under this subdivision must be rated in a rating category of "A" or its equivalent or better by an NRSRO. No more than ten percent (10%) of the portfolio may be invested in the commercial paper and medium-term notes of any single issuer. Up to thirty percent (30%) of the City's portfolio may be so invested.

9. Mortgage or Asset-Backed Securities (ABS)

Government Code Section 53601(o): Up to twenty percent (20%) of the City's portfolio may be invested in mortgage pass-through securities, collateralized mortgage obligations, mortgage-backed or other pay-through bonds, equipment lease-backed certificates, consumer receivable passthrough certificates, or consumer receivable-backed bonds. Securities eligible for investment under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and have a maximum remaining maturity of five years or less measured on a weighted average life (WAL) basis.

10. Supranational Obligations

Government Code Section 53601(q): Defined as United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, and eligible for purchase and sale within the United States. These securities shall be rated in a ratings category of "AA" or its equivalent or better by an NRSRO. Purchases of supranationals shall not exceed thirty percent (30%) of the City's portfolio nor exceed a five (5)-year term.

11. Non-Negotiable Certificates of Deposit

Government Code Section 53635: There is no limit as to the amount of the investment portfolio that may be deposited in certificates of deposit, however diversification is an element of fiduciary standard and will be kept in mind when determining how much of the investment portfolio is deposited in certificates of deposit.

California law requires that public funds be collateralized. The depository must secure its public fund accounts by maintaining with the agent of the depository government securities having a market value of at least one hundred ten percent (110%) of the value of the public fund accounts. If a depository uses mortgage- backed securities (i.e., promissory notes secured by first mortgages or first deeds of trust) as collateral for public deposits, the market value of the mortgage-backed securities must be at least one hundred fifty percent (150%) of the value of the public fund accounts.

The collateralization requirement may be waived to the extent that funds are federally insured (currently up to $250,000 per institution). For deposits equivalent to the maximum insured amount, security may also be waived for interest accrued on the deposit provided the interest is computed by the depository on the average daily balance of the deposits, paid monthly and computed on a three hundred sixty (360)-day basis.

12. Money Market Mutual Funds

Government Code Sections 53601(l) & 53601.6(b): Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.).

To be eligible for investment pursuant to this subdivision these companies will either:

a. Attain the highest-ranking letter or numerical rating provided by not less than two (2) of the three (3) largest NRSRO or
b. Have an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five (5) years' experience managing money market mutual funds and with assets under management in excess of five hundred million dollars ($500,000,000).

Up to twenty percent (20%) of the City's portfolio, based on purchase price, may be invested in money market mutual funds.

13. Joint Powers Authority Pools

Government Code Section 53601(p): Shares of beneficial interest issued by a joint powers authority organized pursuant to Government Code Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (q) of Government Code Section 53601, inclusive. Each share will represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares will have retained an investment adviser that meets all of the following criteria:

a. The adviser is registered or exempt from registration with the Securities and Exchange Commission.
b. The adviser has not less than five (5) years of experience investing in the securities and obligations authorized in subdivisions (a) to (q) California Government Code Section 53601, inclusive.
c. The adviser has assets under management in excess of five hundred million dollars ($500,000,000).

There is no limit as to the amount of the investment portfolio that may be invested in joint powers authority pools.

It is the current practice of the City of Fontana to invest in the following types of securities. In order to avoid the risks associated with investing in unfamiliar instruments, any new type of security allowed by the State of California but not listed below must be approved by the Investment Review Committee prior to the investment of City funds.

The portfolio can invest in 144A-registered securities.

Also, while not expressly prohibited by State law, unregistered securities, such as **Rule 144A** securities, may not be purchased by local agencies that do not meet the threshold of five million dollars ($5,000,000) investments and one hundred million dollars ($100,000,000) in securities. On August 26, 2020, the Securities and Exchange Commission expanded the definition of Qualified Institutional Buyers (QIB)2 to include any institution that qualifies as an accredited investor under Rule 501(a) under the Securities Act that are not otherwise stated in the definition of “qualified institutional buyer” provided they satisfy the one hundred million dollars ($100,000,000) threshold.

Investment Type	Maximum Maturity	Maximum % of Portfolio	Minimum Quality Requirements	Government Code Section
State Treasurer's Local Agency Investment Fund (LAIF)	5 years	LAIF maximum per account	N/A	16429.1
U.S. Government Securities	5 years (MBS/ABS measured by weighted-average-life)	None	None	53601(b) 53601(f)
California State, California Local Government Agencies, and other United States State Bonds	5 years	100%	"A" rating category or its equivalent or better	53601(c) 53601(d) 53601(e)
Bankers Acceptances	180 days	40%	None	53601(g)
Commercial Paper	397 days	25% (10% with one issuer)*	A-1 or higher	53601(h)
Negotiable Certificates of Deposit	5 years	30%	None	53601(i)
Medium-Term Notes	5 years	30% (10% with one issuer)*	"A" rating category or its equivalent or better	53601(k)
Mortgage-Backed or Asset-Backed Securities	5 years (measured by weighted-average-life)	20%	"AA" rating category or its equivalent or better	53601(o)
Supranational Obligations	5 years	30%	"AA" rating category or its equivalent or better	53601(q)
Certificates of Deposit	5 years	None	None	53635
Money Market Mutual Funds	N/A	20%	Highest Ranking at least two ratings agencies	53601(l) & 53601.6(b)
Joint Powers Authority Pools	N/A	None	Minimum $500M in assets and 5 years of experience	53601(p)

***Commercial paper and medium-term notes are combined to determine the 10% limit per issuer.**

DUE DILIGENCE REQUIREMENT

As stated the Chief Financial Officer/Deputy City Treasurer, as assisted by an investment advisor or manager, shall make a thorough investigation of an investment pool or mutual fund prior investing funds and on a continual basis. At a minimum, the following information shall be on file for each pool and/or mutual fund:

1. A description of eligible investment securities, and a written statement of investment policy and objectives.

2. A description of interest calculations, how interest is distributed, and how gains and losses are treated.

3. A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.

4. A description of who may invest in the program, how often, and the size of deposits and withdrawals.

5. A schedule for receiving statements and portfolio listings.

6. Whether reserves, retained earnings, etc. are utilized by the pool/fund.

7. A fee schedule, and when and how fees are assessed.

8. Whether the pool/fund is eligible for bond proceeds and/or will it accept such proceeds.

PROHIBITED INVESTMENTS

In compliance with Government Code Section 53631.5, the City of Fontana shall not invest in inverse floaters, range notes, or interest-only strips that are derived from a pool of mortgages. Additionally, the City shall not invest in any security that could result in zero interest accrual if held to maturity.

The City does not participate in any form of portfolio leverage, including but not limited to securities lending programs, reverse repurchase agreements and margin accounts.

DERIVATIVE INVESTMENTS

Derivatives are investments whose value is “derived” from or based upon the value of other assets or on the level of an interest rate index. The City of Fontana does not invest in derivative products.

LEGISLATIVE CHANGES

Any State of California legislative action that further restricts allowable maturities, investment types or percentage allocations will be incorporated into the City of Fontana Statement of Investment Policy and supersede any and all previous applicable language. If the City is holding an investment that is subsequently prohibited by a legislative change, the City may hold that investment, if it is deemed prudent by the Investment Review Committee, until the maturity date to avoid an unnecessary loss.

INVESTMENT MATURITIES

In order to minimize the impact of market risk, while maximizing the investment rate of return, it is intended that all investments will be held to maturity. In order to implement this policy, the following guidelines will be used:

1. *Liquidity.* Approximately ten percent (10%) of the portfolio shall be held in short-term investments (less than twelve months) as insufficient liquidity could cause the premature sale of a security at a price below the original investment cost.

2. *Weighted Average Life.* The weighted average life (WAL) of the total portfolio should not exceed two and one-half (2-1/2) years. Individual securities may have weighted-average lives up to but not exceeding five years.

Weighted-Average-Life (WAL) measures the average length of time for anticipated principal repayments to measure a bond's risk and liquidity. In order to calculate a bond's WAL, assumptions must be made regarding prepayment event probabilities, prepayment amounts, prepayment speed, underlying asset leverage, and other collateral features as well as macroeconomic drivers such as, but not limited to, interest rate expectations, home prices, and mortgage rates. Institutionally, proprietary models use these various assumed inputs to estimate the amount and timing of principal repayments in order to produce a WAL output that functions as a useful metric to understand interest rate risk, prepayment risk, and extension risk.

3. *Duration.* The target duration of the portfolio shall be two (2) years.

4. *Diversification of Maturities.* Projected cash flow requirements are the primary factor to be used in determining investment maturity terms. After cash flow needs have been met, yield considerations will be the next factor used in determining maturity terms, with the expectation that longer maturity periods will generally yield greater returns. However, the City will diversify its investments by maturity in order to avoid over concentration (in excess of 25%) in a specific maturity sector.

5. *Sale of Securities.* Investments may be sold prior to maturity for cash flow or appreciation purposes. However, no investment shall be made based solely on earnings anticipated from capital gains.

6. *Maximum Maturity.* As previously stated, the maximum maturity term of any individual investment shall not exceed five (5) years (measured by settlement date, or by Weighted Average Life for Agency and Non-Agency Mortgage-Backed Securities or Asset-Backed securities) unless recommended by an investment advisor or manager, and prior express authority from Council has been granted.

V. CASH MANAGEMENT

In order to obtain a reasonable return on public funds, the following cash management practices will be followed:

1. Maintain maximum investment of all City funds not required to meet immediate cash flow needs.

2. Pool cash from all City administered funds for investment purposes with interest earnings allocated monthly based on the average cash balance of each fund at month end as a percentage of the entire pooled portfolio.

3. Maximize the City's cash flow through immediate deposit of all cash receipts, use of direct deposit when available, and appropriate timing of payment to vendors.

4. Maximize cash flow information available through the use of only one operating bank account.

VI. EVALUATION OF INVESTMENT PERFORMANCE

The investment portfolio shall be managed using a passive style; market timing shall be ignored, and the focus instead shall be on obtaining a market average rate of return during budgetary and economic cycles, taking into account the City's investment risk constraints and cash flow needs. Investments shall be managed at the portfolio level, not at the level of the individual securities.

BENCHMARK COMPARISON

The investment portfolio shall be structured to optimize the return given the risk constraints and cash flow needs.

Investment performance shall be continually monitored and evaluated by the Investment Review Committee. Investment performance statistics and activity reports shall be generated on a monthly basis for presentation to the City Council.

For reporting purposes, the portfolio's monthly rate of return shall be compared to the ICE BofA 1-5 Year US Government and Corporate Index .

VII. INVESTMENT REPORTING

The Finance Department shall prepare and submit a monthly investment report to the City Council.

The Monthly Investment Report shall be available approximately thirty (30) days after the end of the monthly reporting period, or as soon as the information is available, online on the City's website and included in the Quarterly Budget Report.

The investment report shall include a complete portfolio inventory with details on issue, par value, market value, coupon/rate, final maturity date, weighted-average-life, and unit price. The report will also include a statement on compliance or noncompliance with the City's *Statement of Investment Policy* and a statement on whether there are or are not sufficient funds to meet the City's anticipated cash requirements for the next six months.

The Investment Advisor shall report to the City, on a monthly basis, the weighted-average-life for each structured security to ensure compliance with the individual security 5-year weighted-average-life limitation. Weighted-Average-Life (WAL) measures the average length of time for anticipated principal repayments to measure a bond's risk and liquidity. In order to calculate a bond's WAL, assumptions must be made regarding prepayment event probabilities, prepayment amounts, prepayment speed, underlying asset leverage, and other collateral features as well as macroeconomic drivers such as, but not limited to, interest rate expectations, home prices, and mortgage rates. Institutionally, proprietary models use these various assumed inputs to estimate the amount and timing of principal repayments in order to produce a WAL output that functions as a useful metric to understand interest rate risk, prepayment risk, and extension risk.

All data shall be maintained by the Investment Advisor for record-keeping purposes. If an individual security is reported to have a weighted-average-life greater than 5 years, it shall be flagged for immediate discussion with both the City and Investment Advisor to determine if the security shall be held or liquidated, depending on underlying risk and broader market conditions. Notwithstanding the aforementioned process, any security with a weighted-average-life greater than 4 years shall be monitored on a monthly basis to note any reporting trends.

VIII. INVESTMENT POLICY REVIEW AND ADOPTION

This Statement of Investment Policy shall be submitted annually to the City Council for review and adoption in either May or June for the Fiscal period beginning the following July. The policy shall be reviewed at least annually to ensure its consistency with the overall objectives of the City and its relevance to current law and financial and economic trends. Any modifications made thereto must be approved by the City Council.

IX. GLOSSARY

AGENCIES: Federal agency securities.

BROKER: A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides.

COLLATERAL: This includes, but is not limited to securities pledged by a bank to secure deposits of public monies.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR): The official annual report for the city.

CERTIFICATES OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

COMMERCIAL PAPER (CP): Short-term, negotiable, unsecured promissory notes.

COUPON: The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value.

DELIVERY VERSUS PAYMENT (DVP): Delivery of securities with an exchange of money for the securities.

DERIVATIVE PRODUCTS: Financial instruments whose own value is "derived" from or based upon the value of other assets or on the level of an interest rate index. These instruments often have complex structures with option-like features.

DISCOUNT: The difference between the cost price of a security and its value at maturity when quoted at lower than face value.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury Bills.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

DURATION: A measure of the timing of the cash flows to be received from a given fixed income security. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

FEDERAL AGENCY SECURITIES (AGENCIES): Discount and coupon obligations of the federal agencies established by Congress to provide credit to specific sectors of the economy.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits currently up to $100,000 per deposit.

FEDERAL HOME LOAN BANKS (FHLB): The institutions that regulate and lend to savings and loan associations.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): A federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). FNMA securities are highly liquid and widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA): Securities are backed by FHA, VA or FMHM mortgages. Security holder is protected by full faith and credit of the U.S. Government.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value.

LOCAL AGENCY INVESTMENT FUND (LAIF): Investment program administered by the California State Treasurer where monies invested are pooled with State monies to earn the maximum rate of return consistent with safe and prudent treasury management.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer to liquidate the underlying securities in the event of default by the seller.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MEDIUM-TERM NOTES: All corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded. For this purpose, bankers'

acceptance means one or more time draft(s) for which a bank has committed to making the payment to the holder at maturity.

MONEY MARKET MUTUAL FUND: A type of fixed income mutual fund that invests in debt securities characterized by their short maturities and minimal credit risk.

MORTGAGE PASS-THROUGH SECURITIES: A security created when one or more mortgage holders form a pool of mortgages and sells shares or participation certificates in the pool. The cash flow from the collateral pool is "passed through" to the security holder as monthly payments of principal, interest and prepayments.

MUTUAL FUNDS: Open-end professionally managed investment fund that pools money from many investors to purchase securities.

NEGOTIABLE CERTIFICATES OF DEPOSIT: CDs with a minimum face value of $100,000 that can be traded in a highly-liquid secondary market.

NRSRO: Nationally Recognized Statistical Rating Organization, a credit rating agency approved by the U.S. Securities and Exchange Commission (SEC) to provide information that financial firms must rely on for regulatory purposes. The top firms including Moody's Investor Services, Standard and Poor's and Fitch Group.

PORTFOLIO: Collection of securities held by an investor.

PRUDENT PERSON RULE: The standard of care to be used under this policy, whereby investments shall be made with the exercise of that degree of judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment considering the probable safety of their capital as well as the probable income to be derived.

PRIMARY DEALER: A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker-dealers, banks, and a few unregulated firms.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

REPURCHASE AGREEMENT (REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES AND EXCHANGE COMMISSION (SEC): Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SUPRANATIONAL OBLIGATIONS: United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, and eligible for purchase and sale within the United States.

TREASURY BILLS: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BOND: Long-term U.S. Treasury securities having initial maturities of more than ten years.

TREASURY NOTES: Intermediate term coupon bearing U.S. Treasury securities having initial maturities of from one to ten years.

YIELD: The rate of annual income return on an investment expressed as a percentage. ***Income Yield*** is obtained by dividing the current dollar income by the current market price for the security. ***Yield to Maturity*** is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

CITY OF FONTANA

STATEMENT OF INVESTMENT POLICY

2026-2027

Certified by the Association of Public Treasurers of the United States and Canada (APT US&C)

Prepared by the Finance Department ~~Lisa Conlon~~,
Revenue Operations Manager
Reviewed and Approved by
Janet Koehler-Brooks, City Treasurer

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I. OVERVIEW

INTRODUCTION

The purpose of this document is to provide guidelines for the prudent investment of the unexpended cash in the City's treasury and outline policies for maximizing the efficiency of the City's cash management system. The ultimate goal is to enhance the economic status of the City while protecting its pooled cash.

SCOPE

Included in the scope of the City's investment policy Funds excluded from this policy include proceeds of debt issuance, retirement/pension funds and deferred compensation funds, and pension or other post-employment benefit funds held in a trust are the following major guidelines and practices which are to be used in achieving the City's primary investment objectives:

- Investment Authority and Responsibilities
- Eligible Financial Institutions
- Authorized Investments
- Investment Maturities
- Cash Management
- Evaluation of Investment Performance
- Investment Reporting
- Investment Policy Review and Adoption

It is intended that this policy cover all funds and investment activities under the direct authority of the City. These funds are accounted for in the City's Comprehensive Annual Financial Report (CAFR) and include the general fund, special revenue funds, debt service funds, capital project funds, enterprise funds, internal service funds and agency funds.

OBJECTIVES

The City's cash management system is designed to accurately monitor and forecast expenditures and revenues, thus enabling the City to invest funds to the fullest extent possible. The City attempts to obtain the highest ***yield*** obtainable as long as investments meet the criteria established for ***safety*** and ***liquidity***.

Criteria for selecting investments in the order of priority are:

1. ***Safety.*** The safety and risk associated with an investment refers to the potential loss of principal, interest, or a combination of these amounts. The City shall invest in a manner that seeks to avoid capital losses resulting from institution default or the erosion of market value.

2. ***Liquidity.*** This refers to the ability to convert an investment into cash with a minimal risk of losing some portion of principal or interest. Liquidity is an important investment quality, especially when the need for unexpected funds occurs occasionally.

3. ***Yield.*** Yield is the potential dollar earnings an investment can provide and becomes a consideration only after the basic requirements of safety and liquidity have been met.

Portfolio diversification in terms of maturity, instrument types and issuer help minimize the overall risk while maximizing the market rate of return. Therefore, the portfolio should consist of a mix of various types of securities, issuers and maturities as long as the selection and retention are prudent. Occasional measured losses are inevitable and must be considered within the context of the overall portfolio's investment return, provided that adequate diversification has been implemented.

The City operates its pooled cash investments under the "Prudent Investor Standard" described in California Government Code §53600.3 as follows:

"Except as provided in subdivision (a) of Section 27000.3, all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law."

All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust.

II. INVESTMENT AUTHORITY AND RESPONSIBILITIES

AUTHORIZED INVESTMENT OFFICERS

Cash management and investment transactions are the responsibility of the Chief Financial Officer or designee. The City Council has authorized the following officials to undertake investment transactions on behalf of the City:

City Manager
Chief Financial Officer/Deputy City Treasurer
Deputy Finance Officer
Accounting Manager
Revenue Operations Manager

Daily portfolio management responsibilities have been delegated to the Chief Financial Officer/Deputy City Treasurer.

The City may retain the services of an outside investment advisor or manager as approved by the City Council to assist with the City's investment program who shall retain full liability for and make all investment decisions and transactions in strict accordance with State Law, this Policy and such other written instructions as are provided.

INVESTMENT REVIEW COMMITTEE

At least quarterly, the Investment Review Committee, consisting of the City Treasurer, Chief Financial Officer/Deputy City Treasurer, Deputy Finance Officer, Accounting Manager and Revenue Operations Manager shall meet with the investment advisor or manager to discuss the status of current investments, strategies for future investments, and other matters deemed relevant, and shall report to the City Council as necessary.

INVESTMENT PROCEDURES

The Chief Financial Officer/Deputy City Treasurer has established investment procedures which:

- Adhere to the Statement of Investment Policy
- Prioritize safety and liquidity
- Determine risk and optimizes return
- Provide for a system of due diligence in making investment decisions.

In order to accomplish these goals, a "Model" investment portfolio has been designed to provide the strategic framework for supervising and reporting on the investment portfolio.

The model was developed according to this policy's maturity guidelines and is used to facilitate decisions regarding security transactions. Each security selection recommended by the investment advisor or manager shall be designed to move the actual portfolio toward the model portfolio without taking any immediate losses.

No person authorized to conduct investment transactions (including investment advisor or manager) shall engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Chief Financial Officer/Deputy City Treasurer.

All investments selected under this policy, including any investments in foreign securities or currency, must be held with a financial institution that is subject to the jurisdiction of the laws and courts of the United States.

INTERNAL CONTROL

The Finance Department is responsible for ensuring compliance with the City's investment policy as well as for establishing systems of internal control designed to monitor the activities of any appointed investment advisor or manager, so as to prevent loss due to fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by the investment advisor or manager, city officers and employees. Timely bank reconciliations are conducted to ensure proper handling of all transactions.

An independent analysis by an external auditor shall be conducted annually to review internal control and compliance with policies and procedures. The Finance Department shall promptly review and eliminate any material weaknesses or significant deficiencies not considered to be material weaknesses that are identified in the City's latest audit report.

CONFLICTS OF INTEREST

The City adopts the following policy concerning conflicts of interest:

1. Officers, investment advisor(s) or manager(s), and employees involved in the investment process shall not conduct personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

2. Officers, investment advisor(s) or manager(s), and employees involved in the investment process shall disclose to the City Clerk any material financial interests in financial institutions that conduct business with the City of Fontana, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City's portfolio.

III. ELIGIBLE FINANCIAL INSTITUTIONS

SELECTION OF ELIGIBLE FINANCIAL INSTITUTIONS

In selecting financial institutions for deposit or investment of funds, the Finance Department shall consider the creditworthiness of the institution.

1. *Deposits.* The City will only deposit funds with an institution that has a rating of at least "A" as assigned by an established rating service based on quarterly financial information provided by the Federal Reserve Board and the Federal Home Loan Bank Board (i.e., The Financial Directory). Ratings will be monitored on a quarterly basis and any downgrade in rating below "A" will be reported to the Investment Review Committee together with a recommendation for possible action.

2. *Brokers/Dealers.* Investments must be purchased directly from the issuer, from an institution licensed by the state as a broker-dealer, from a member of a federally regulated securities exchange, or from a brokerage firm designated as a primary government dealer by the Federal Reserve Bank.

All financial institutions which desire to do business with the City must supply the Finance Department with the following:

- Completed broker/ dealer questionnaire including certification that the financial institution has reviewed and will comply with the City's Statement of Investment Policy and applicable California Government Code sections and that it will exercise due diligence in informing the City of all foreseeable risks associated with financial transactions conducted with the firm.

- Certified financial statements.

- Resumé of the primary representative who will be dealing with the City.

The Deputy City Treasurer shall review the information submitted and designate the institution as either eligible or ineligible for City investment transactions. The City will only do business with those institutions designated as "eligible"; however, an "eligible" designation does not guarantee that the City will do business with that institution.

A current audited financial report prepared by an independent certified public accountant shall be submitted to the City annually within six (6) months after the end of the institution's fiscal year in order for the institution to remain on the "eligible" list. Within the context of the City's policies regarding portfolio limitations, investment transactions shall be distributed as evenly as possible between financial institutions.

If the City has an investment advisor, the investment advisor may use its own list of authorized broker/dealers to conduct transactions on behalf of the City. The advisor shall make available its list of authorized broker/dealers to City staff upon request and shall provide the City with advance written notice regarding its engagement or termination of any broker/dealer.

SAFEKEEPING AND CUSTODY

The City shall enter into an agreement with a bank trust department or regulated financial services company providing trust services to serve as the safekeeping agent for all direct investments. The safekeeping agent shall hold all investments in an account for the sole benefit of the City.

All security transactions, including collateral requirements, shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by a third-party custodian and evidenced by safekeeping receipts.

COLLATERALIZATION

California Government Code 53652 requires banks and savings and loan institutions to pledge government securities with a market value of 110% of the City's or Agency's cash on deposit or first trust deed mortgage notes with a value of 150% of the cash on deposit as collateral for those deposits. This collateral shall be held in a separate pool by another institution in the City's and Agency's name and places it ahead of general creditors of the institution.

IV. AUTHORIZED INVESTMENTS

INVESTMENT TYPES

Investment of City funds is governed by the California Government Code Sections 16429.1 and 53601. Investments may not have a term or maturity at the time of investment of longer than that authorized by Section 53601 or five (5) years (measured by settlement date) unless the City Council has granted express authority, no less than three (3) months prior to the investment, for a specific investment or investment program to exceed such limit.

It should be noted that while the Government Code specifies the maximum percentage of the portfolio which may be held in each type of investment at any one time, fluctuations in the portfolio balance will prevent strict adherence to such restrictions. Therefore, percentage limitations shall apply to investments at the time of purchase. The City will diversify its investments by security type and institution.

Within the context of the State limitations, the following investments are authorized subject to the Due Diligence Requirement on page 14:

1. State Treasurer's Local Agency Investment Fund (LAIF)

Government Code Section 16429.1: Pursuant to LAIF policy, local government agencies are authorized to invest in this program administered by the California State Treasurer. Monies invested with LAIF are pooled with State monies in order to earn the maximum rate of return consistent with safe and prudent treasury management. A thorough investigation of the pool is required on a continual basis.

2. U.S. Treasury Obligations

Government Code Section 53601(b): U.S. Treasury Notes or other indebtedness secured by the full faith and credit of the federal government.

3. U.S. Government Securities

Government Code Section 53601(f): Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies of the United States government-sponsored enterprises. The maturity of individual Agency Mortgage-Backed or Asset-Backed securities shall be measured by weighted-average-life (WAL), which is defined under “Investment Maturities, Weighted-Average-Life” on page 16.

4. California State, California State, California Local Government Agencies, and other United States State Bonds

Government Code Sections 53601(c) through (e): Up to twenty percent (20%) of the City's portfolio may be invested in this category having at the time of investment a minimum "AA" or its rating equivalent or better by an NRSRO. This category includes:

- ❖ Registered state warrants or treasury notes or bonds of the State of California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled or operated by the state or by a department, board, agency, or authority of the state.

- ❖ Registered treasury notes or bonds of any of the other forty-nine (49) states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other forty-nine (49) states, in addition to California.

- ❖ Bonds, notes, warrants, or other evidence of indebtedness of a local agency within the State of California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.

5. Bankers Acceptances

Government Code Section 53601(g): Up to forty percent (40%) of the City's portfolio may be invested in Bankers Acceptances which are defined as bills of exchange or time drafts, drawn on and accepted by a commercial bank, which are eligible for purchase by the Federal Reserve System, although no more than thirty percent (30%) of the portfolio may be invested in Bankers Acceptances with any one commercial bank. Additionally, the maturity period cannot exceed one hundred eighty (180) days.

6. Commercial Paper

Government Code Section 53601(h): Up to twenty-five percent (25%) of the City's portfolio may be invested in "Prime" commercial paper as rated by a nationally recognized statistical-rating organization (NRSRO). Issuing corporations must be organized and operating in the United States, have five hundred million dollars ($500,000,000) total assets, and have at least an "A" rating by an NRSRO on debt other than commercial paper. No more than ten percent (10%) of the portfolio may be invested in the commercial paper and medium-term notes of any single issuer. The maturity period cannot exceed three hundred ninety seven (~~270~~ 397) days.

7. Negotiable Certificates of Deposit

Government Code Section 53601(i): Up to thirty percent (30%) of the City's portfolio may be invested in Negotiable Certificates of Deposit issued by a nationally or state-chartered bank or a state or federal association or by a state-licensed branch of a foreign bank. These securities shall be rated in a ratings category of "A" or its equivalent or better by an NRSRO.

8. Medium-Term Notes

Government Code Section 53601(k): Defined as all corporate and depository institution debt securities with a maximum remaining maturity of five (5) years or less (measured by settlement date), issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Notes eligible for investment under this subdivision must be rated in a rating category of "A" or its equivalent or better by an NRSRO. No more than ten percent (10%) of the portfolio may be invested in the commercial paper and medium-term notes of any single issuer. Up to thirty percent (30%) of the City's portfolio may be so invested.

9. Mortgage or Asset-Backed Securities (ABS)

Government Code Section 53601(o): Up to twenty percent (20%) of the City's portfolio may be invested in mortgage pass-through securities, collateralized mortgage obligations, mortgage-backed or other pay-through bonds, equipment lease-backed certificates, consumer receivable passthrough certificates, or consumer receivable-backed bonds. Securities eligible for investment under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and have a maximum remaining maturity of five years or less measured on a weighted average life (WAL) basis.

10. Supranational Obligations

Government Code Section 53601(q): Defined as United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, and eligible for purchase and sale within the United States. These securities shall be rated in a ratings category of "AA" or its equivalent or better by an NRSRO. Purchases of supranationals shall not exceed thirty percent (30%) of the City's portfolio nor exceed a five (5)-year term.

11. Non-Negotiable Certificates of Deposit

Government Code Section 53635: There is no limit as to the amount of the investment portfolio that may be deposited in certificates of deposit, however diversification is an element of fiduciary standard and will be kept in mind when determining how much of the investment portfolio is deposited in certificates of deposit.

California law requires that public funds be collateralized. The depository must secure its public fund accounts by maintaining with the agent of the depository government securities having a market value of at least one hundred ten percent (110%) of the value of the public fund accounts. If a depository uses mortgage- backed securities (i.e., promissory notes secured by first mortgages or first deeds of trust) as collateral for public deposits, the market value of the mortgage-backed securities must be at least one hundred fifty percent (150%) of the value of the public fund accounts.

The collateralization requirement may be waived to the extent that funds are federally insured (currently up to $250,000 per institution). For deposits equivalent to the maximum insured amount, security may also be waived for interest accrued on the deposit provided the interest is computed by the depository on the average daily balance of the deposits, paid monthly and computed on a three hundred sixty (360)-day basis.

12. Money Market Mutual Funds

Government Code Sections 53601(l) & 53601.6(b): Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.).

To be eligible for investment pursuant to this subdivision these companies will either:

a. Attain the highest-ranking letter or numerical rating provided by not less than two (2) of the three (3) largest NRSRO or
b. Have an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five (5) years' experience managing money market mutual funds and with assets under management in excess of five hundred million dollars ($500,000,000).

Up to twenty percent (20%) of the City's portfolio, based on purchase price, may be invested in money market mutual funds.

13. Joint Powers Authority Pools

Government Code Section 53601(p): Shares of beneficial interest issued by a joint powers authority organized pursuant to Government Code Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (q) of Government Code Section 53601, inclusive. Each share will represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares will have retained an investment adviser that meets all of the following criteria:

a. The adviser is registered or exempt from registration with the Securities and Exchange Commission.
b. The adviser has not less than five (5) years of experience investing in the securities and obligations authorized in subdivisions (a) to (q) California Government Code Section 53601, inclusive.
c. The adviser has assets under management in excess of five hundred million dollars ($500,000,000).

There is no limit as to the amount of the investment portfolio that may be invested in joint powers authority pools.

It is the current practice of the City of Fontana to invest in the following types of securities. In order to avoid the risks associated with investing in unfamiliar instruments, any new type of security allowed by the State of California but not listed below must be approved by the Investment Review Committee prior to the investment of City funds.

The portfolio can invest in 144A-registered securities.

Also, while not expressly prohibited by State law, unregistered securities, such as **Rule 144A** securities, may not be purchased by local agencies that do not meet the threshold of five million dollars ($5,000,000) investments and one hundred million dollars ($100,000,000) in securities. On August 26, 2020, the Securities and Exchange Commission expanded the definition of Qualified Institutional Buyers (QIB)2 to include any institution that qualifies as an accredited investor under Rule 501(a) under the Securities Act that are not otherwise stated in the definition of “qualified institutional buyer” provided they satisfy the one hundred million dollars ($100,000,000) threshold.

Investment Type	Maximum Maturity	Maximum % of Portfolio	Minimum Quality Requirements	Government Code Section
State Treasurer's Local Agency Investment Fund (LAIF)	5 years	LAIF maximum per account	N/A	16429.1
U.S. Government Securities	5 years (MBS/ABS measured by weighted-average-life)	None	None	53601(b) 53601(f)
California State, California Local Government Agencies, and other United States State Bonds	5 years	100%	"A" rating category or its equivalent or better	53601(c) 53601(d) 53601(e)
Bankers Acceptances	180 days	40%	None	53601(g)
Commercial Paper	~~270~~ 397 days	25% (10% with one issuer)*	A-1 or higher	53601(h)
Negotiable Certificates of Deposit	5 years	30%	None	53601(i)
Medium-Term Notes	5 years	30% (10% with one issuer)*	"A" rating category or its equivalent or better	53601(k)
Mortgage-Backed or Asset-Backed Securities	5 years (measured by weighted-average-life)	20%	"AA" rating category or its equivalent or better	53601(o)
Supranational Obligations	5 years	30%	"AA" rating category or its equivalent or better	53601(q)
Certificates of Deposit	5 years	None	None	53635
Money Market Mutual Funds	N/A	20%	Highest Ranking at least two ratings agencies	53601(l) & 53601.6(b)
Joint Powers Authority Pools	N/A	None	Minimum $500M in assets and 5 years of experience	53601(p)

***Commercial paper and medium-term notes are combined to determine the 10% limit per issuer.**

DUE DILIGENCE REQUIREMENT

As stated the Chief Financial Officer/Deputy City Treasurer, as assisted by an investment advisor or manager, shall make a thorough investigation of an investment pool or mutual fund prior investing funds and on a continual basis. At a minimum, the following information shall be on file for each pool and/or mutual fund:

1. A description of eligible investment securities, and a written statement of investment policy and objectives.

2. A description of interest calculations, how interest is distributed, and how gains and losses are treated.

3. A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.

4. A description of who may invest in the program, how often, and the size of deposits and withdrawals.

5. A schedule for receiving statements and portfolio listings.

6. Whether reserves, retained earnings, etc. are utilized by the pool/fund.

7. A fee schedule, and when and how fees are assessed.

8. Whether the pool/fund is eligible for bond proceeds and/or will it accept such proceeds.

PROHIBITED INVESTMENTS

In compliance with Government Code Section 53631.5, the City of Fontana shall not invest in inverse floaters, range notes, or interest-only strips that are derived from a pool of mortgages. Additionally, the City shall not invest in any security that could result in zero interest accrual if held to maturity.

The City does not participate in any form of portfolio leverage, including but not limited to securities lending programs, reverse repurchase agreements and margin accounts.

DERIVATIVE INVESTMENTS

Derivatives are investments whose value is “derived” from or based upon the value of other assets or on the level of an interest rate index. The City of Fontana does not invest in derivative products.

LEGISLATIVE CHANGES

Any State of California legislative action that further restricts allowable maturities, investment types or percentage allocations will be incorporated into the City of Fontana Statement of Investment Policy and supersede any and all previous applicable language. If the City is holding an investment that is subsequently prohibited by a legislative change, the City may hold that investment, if it is deemed prudent by the Investment Review Committee, until the maturity date to avoid an unnecessary loss.

INVESTMENT MATURITIES

In order to minimize the impact of market risk, while maximizing the investment rate of return, it is intended that all investments will be held to maturity. In order to implement this policy, the following guidelines will be used:

1. *Liquidity.* Approximately ten percent (10%) of the portfolio shall be held in short-term investments (less than twelve months) as insufficient liquidity could cause the premature sale of a security at a price below the original investment cost.

2. *Weighted Average Life.* The weighted average life (WAL) of the total portfolio should not exceed two and one-half (2-1/2) years. Individual securities may have weighted-average lives up to but not exceeding five years.

Weighted-Average-Life (WAL) measures the average length of time for anticipated principal repayments to measure a bond's risk and liquidity. In order to calculate a bond's WAL, assumptions must be made regarding prepayment event probabilities, prepayment amounts, prepayment speed, underlying asset leverage, and other collateral features as well as macroeconomic drivers such as, but not limited to, interest rate expectations, home prices, and mortgage rates. Institutionally, proprietary models use these various assumed inputs to estimate the amount and timing of principal repayments in order to produce a WAL output that functions as a useful metric to understand interest rate risk, prepayment risk, and extension risk.

3. *Duration.* The target duration of the portfolio shall be two (2) years.

4. *Diversification of Maturities.* Projected cash flow requirements are the primary factor to be used in determining investment maturity terms. After cash flow needs have been met, yield considerations will be the next factor used in determining maturity terms, with the expectation that longer maturity periods will generally yield greater returns. However, the City will diversify its investments by maturity in order to avoid over concentration (in excess of 25%) in a specific maturity sector.

5. *Sale of Securities.* Investments may be sold prior to maturity for cash flow or appreciation purposes. However, no investment shall be made based solely on earnings anticipated from capital gains.

6. *Maximum Maturity.* As previously stated, the maximum maturity term of any individual investment shall not exceed five (5) years (measured by settlement date, or by Weighted Average Life for Agency and Non-Agency Mortgage-Backed Securities or Asset-Backed securities) unless recommended by an investment advisor or manager, and prior express authority from Council has been granted.

V. CASH MANAGEMENT

In order to obtain a reasonable return on public funds, the following cash management practices will be followed:

1. Maintain maximum investment of all City funds not required to meet immediate cash flow needs.

2. Pool cash from all City administered funds for investment purposes with interest earnings allocated monthly based on the average cash balance of each fund at month end as a percentage of the entire pooled portfolio.

3. Maximize the City's cash flow through immediate deposit of all cash receipts, use of direct deposit when available, and appropriate timing of payment to vendors.

4. Maximize cash flow information available through the use of only one operating bank account.

VI. EVALUATION OF INVESTMENT PERFORMANCE

The investment portfolio shall be managed using a passive style; market timing shall be ignored, and the focus instead shall be on obtaining a market average rate of return during budgetary and economic cycles, taking into account the City's investment risk constraints and cash flow needs. Investments shall be managed at the portfolio level, not at the level of the individual securities.

BENCHMARK COMPARISON

The investment portfolio shall be structured to optimize the return given the risk constraints and cash flow needs.

Investment performance shall be continually monitored and evaluated by the Investment Review Committee. Investment performance statistics and activity reports shall be generated on a monthly basis for presentation to the City Council.

For reporting purposes, the portfolio's monthly rate of return shall be compared to the ICE BofA 1-5 Year US Government and Corporate Index .

VII. INVESTMENT REPORTING

The Finance Department shall prepare and submit a monthly investment report to the City Council.

The Monthly Investment Report shall be available approximately thirty (30) days after the end of the monthly reporting period, or as soon as the information is available, online on the City's website and included in the Quarterly Budget Report.

The investment report shall include a complete portfolio inventory with details on issue, par value, market value, coupon/rate, final maturity date, weighted-average-life, and unit price. The report will also include a statement on compliance or noncompliance with the City's *Statement of Investment Policy* and a statement on whether there are or are not sufficient funds to meet the City's anticipated cash requirements for the next six months.

The Investment Advisor shall report to the City, on a monthly basis, the weighted-average-life for each structured security to ensure compliance with the individual security 5-year weighted-average-life limitation. Weighted-Average-Life (WAL) measures the average length of time for anticipated principal repayments to measure a bond's risk and liquidity. In order to calculate a bond's WAL, assumptions must be made regarding prepayment event probabilities, prepayment amounts, prepayment speed, underlying asset leverage, and other collateral features as well as macroeconomic drivers such as, but not limited to, interest rate expectations, home prices, and mortgage rates. Institutionally, proprietary models use these various assumed inputs to estimate the amount and timing of principal repayments in order to produce a WAL output that functions as a useful metric to understand interest rate risk, prepayment risk, and extension risk.

All data shall be maintained by the Investment Advisor for record-keeping purposes. If an individual security is reported to have a weighted-average-life greater than 5 years, it shall be flagged for immediate discussion with both the City and Investment Advisor to determine if the security shall be held or liquidated, depending on underlying risk and broader market conditions. Notwithstanding the aforementioned process, any security with a weighted-average-life greater than 4 years shall be monitored on a monthly basis to note any reporting trends.

VIII. INVESTMENT POLICY REVIEW AND ADOPTION

This Statement of Investment Policy shall be submitted annually to the City Council for review and adoption in either May or June for the Fiscal period beginning the following July. The policy shall be reviewed at least annually to ensure its consistency with the overall objectives of the City and its relevance to current law and financial and economic trends. Any modifications made thereto must be approved by the City Council.

IX. GLOSSARY

AGENCIES: Federal agency securities.

BROKER: A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides.

COLLATERAL: This includes, but is not limited to securities pledged by a bank to secure deposits of public monies.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR): The official annual report for the city.

CERTIFICATES OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

COMMERCIAL PAPER (CP): Short-term, negotiable, unsecured promissory notes.

COUPON: The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value.

DELIVERY VERSUS PAYMENT (DVP): Delivery of securities with an exchange of money for the securities.

DERIVATIVE PRODUCTS: Financial instruments whose own value is "derived" from or based upon the value of other assets or on the level of an interest rate index. These instruments often have complex structures with option-like features.

DISCOUNT: The difference between the cost price of a security and its value at maturity when quoted at lower than face value.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury Bills.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

DURATION: A measure of the timing of the cash flows to be received from a given fixed income security. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

FEDERAL AGENCY SECURITIES (AGENCIES): Discount and coupon obligations of the federal agencies established by Congress to provide credit to specific sectors of the economy.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits currently up to $100,000 per deposit.

FEDERAL HOME LOAN BANKS (FHLB): The institutions that regulate and lend to savings and loan associations.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): A federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). FNMA securities are highly liquid and widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA): Securities are backed by FHA, VA or FMHM mortgages. Security holder is protected by full faith and credit of the U.S. Government.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value.

LOCAL AGENCY INVESTMENT FUND (LAIF): Investment program administered by the California State Treasurer where monies invested are pooled with State monies to earn the maximum rate of return consistent with safe and prudent treasury management.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer to liquidate the underlying securities in the event of default by the seller.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MEDIUM-TERM NOTES: All corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded. For this purpose, bankers'

acceptance means one or more time draft(s) for which a bank has committed to making the payment to the holder at maturity.

MONEY MARKET MUTUAL FUND: A type of fixed income mutual fund that invests in debt securities characterized by their short maturities and minimal credit risk.

MORTGAGE PASS-THROUGH SECURITIES: A security created when one or more mortgage holders form a pool of mortgages and sells shares or participation certificates in the pool. The cash flow from the collateral pool is "passed through" to the security holder as monthly payments of principal, interest and prepayments.

MUTUAL FUNDS: Open-end professionally managed investment fund that pools money from many investors to purchase securities.

NEGOTIABLE CERTIFICATES OF DEPOSIT: CDs with a minimum face value of $100,000 that can be traded in a highly-liquid secondary market.

NRSRO: Nationally Recognized Statistical Rating Organization, a credit rating agency approved by the U.S. Securities and Exchange Commission (SEC) to provide information that financial firms must rely on for regulatory purposes. The top firms including Moody's Investor Services, Standard and Poor's and Fitch Group.

PORTFOLIO: Collection of securities held by an investor.

PRUDENT PERSON RULE: The standard of care to be used under this policy, whereby investments shall be made with the exercise of that degree of judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment considering the probable safety of their capital as well as the probable income to be derived.

PRIMARY DEALER: A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker-dealers, banks, and a few unregulated firms.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

REPURCHASE AGREEMENT (REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES AND EXCHANGE COMMISSION (SEC): Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SUPRANATIONAL OBLIGATIONS: United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, and eligible for purchase and sale within the United States.

TREASURY BILLS: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BOND: Long-term U.S. Treasury securities having initial maturities of more than ten years.

TREASURY NOTES: Intermediate term coupon bearing U.S. Treasury securities having initial maturities of from one to ten years.

YIELD: The rate of annual income return on an investment expressed as a percentage. ***Income Yield*** is obtained by dividing the current dollar income by the current market price for the security. ***Yield to Maturity*** is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

File #: 26-1058
Agenda #: I.

Agenda Date: 6/23/2026
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Acceptance of Final Map for Tract No. 18973

RECOMMENDATION:
1. Approve the Final Map for Tract No. 18973, located on the west side of Date Street and north of Randall Avenue.

2. Accept dedication of a public easement.

3. Authorize the City Manager to enter into a Subdivision Agreement with the subdivider.

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.

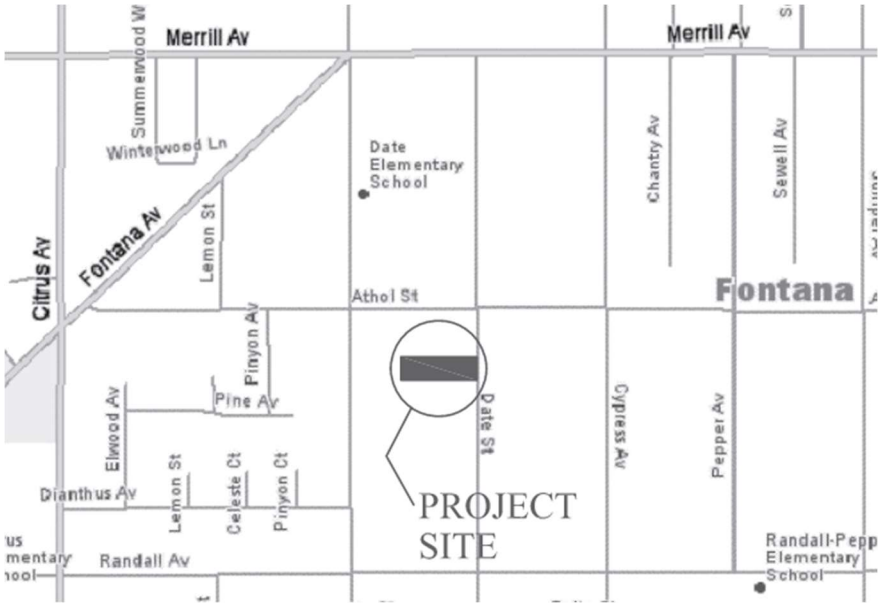
DISCUSSION:
Tract No. 18973 is located on the west side of Date Street and north of Randall Avenue. The project consists of the development of 10 condominium units within a 0.88-acre site.

The Tentative Tract Map No. 18973 (TTM20-000003) was approved by the Planning Commission on October 19, 2021. All conditions precedent to submitting the tract map have been completed by the applicant. The subdivider, So Cal Beautiful, LLC, has complied with all the Conditions of Approval and has dedicated the required right-of-way and easements as part of the project. The tract map was timely filed prior to the entitlement expiration of October 19, 2025. The tract map has been reviewed by the City Engineer and is found to be substantially in conformance to the approved tentative tract map.

In addition, an authorization is requested for the City Manager to enter into a Subdivision Agreement with the subdivider to guarantee the completion of required infrastructure in accordance with the Subdivision Map Act. This map is now being brought to the City Council for final approval.

FISCAL IMPACT:
This action will only approve the tract 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

N.T.S.

N

SUBDIVISION IMPROVEMENT AGREEMENT

Tract Map No.: 18973

THIS AGREEMENT is between the City of Fontana, a municipal corporation, County of San Bernardino, State of California ("City") and So Cal Beautiful LLC ("Subdivider"):

WHEREAS, the application for tentative Tract Map No. 18973, was conditionally approved on June 20, 2023; 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 Thirty-four thousand, five hundred sixty-eight dollars 10/100 ($ 34,568.10) 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 if 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 of 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 6TH day of MAY, 2026 being duly signed by its undersigned representative(s) pursuant ~~to~~ authority of its governing body.

SUBDIVIDER

By: _____

Lizzy Navarro for

Name SoCal Beautiful LLC

Manager

Title

By: _____

Name

Title

CITY OF FONTANA

By: _____
City Manager

Print Name

Attest: _____
City Clerk

Print Name

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

Print Name

APPROVED AS TO CONTENT:

By: _____
City Engineer

Print Name

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

Exhibit "A"

INSERT ENGINEER'S

COST ESTIMATE

IN THIS SPOT

CITY OF FONTANA
ENGINEERING

- ☐ PRELIMINARILY APPROVED
- ☑ CONSTRUCTION APPROVED
- ☐ FINAL APPROVED
- ☐ CORRECTIONS
- ☐ FOR INFORMATION ONLY

BY dbryant DATE 7/10/2025

STAFF USE ONLY
ENGINEERING PC NO. _____

CITY OF FONTANA
ENGINEERING DEPARTMENT
COST ESTIMATE - EXHIBIT "A"

DATE: 06/11/2025
DEVELOPER _____
ENGINEER GUAN WANG
PHONE NO. 626-570-1918

PROJECT NAME 9154 DATE ST
TRACT MAP NO. 18973
PARCEL MAP NO. _____

STREET IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
6" CURB & GUTTER		L.F.	17.00	
8" CURB & GUTTER	80	L.F.	19.00	1,520
8" THICK CROSS GUTTER		S.F.	11.00	
4" SIDEWALK	465	S.F.	7.00	3,255
ACCESS RAMP		EA	5,000.00	
DRIVE WAY APPROACHES	508	S.F.	11.00	5,588
ASPHALT CONCRETE DIKES		L.F.	11.00	
FOG SEAL		S.F.	.10	
IMPORTED EMBANKMENT		C.Y.	10.00	
PREPARATION OF SUBGRADE	256	S.F.	.50	128
*A.C.		TON	150.00	
*A.C.OVERLAY(0.20 THICKNESS) PER CITY STANDARD	58	TON	150.00	8,700
**PCC CURB ONLY (MEDIAN)		L.F.	16.00	
ADJUST SEWER MANHOLE TO GRADE		EA	500.00	
ADJUST SEWER CLEAN OUT TO GRADE		EA	300.00	
ADJUST WATER VALVES TO GRADE		EA	250.00	
BARRICADES		L.F.	40.00	
2 X 4 REDWOOD HEADER		L.F.	5.00	
*REMOVAL OF A.C. PAVEMENT	256	S.F.	.66	169
**REMOVAL OF P.C.C. CURB	128	L.F.	6.00	768
*REMOVAL OF A.C. BERM		L.F.	5.00	
RETAINING WALL H=2 1/2 FT. OR LESS		L.F.	40.00	
BLOCK WALL H=6 FEET		L.F.	50.00	
AGGREGATE BASE		TON	30.00	
GUARD POSTS		EA	70.00	
GUARD PANEL (WOOD)		L.F.	40.00	
SAWCUT	128	L.F.	3.50	448
REFLECTORS AND POSTS		EA	100.00	
STREET SIGNS		EA	250.00	
TRENCH REPAIR	43	~~EA~~ S.F.	10.00	430
PARKWAY DRAIN	1	EA	2,500	2,500
		EA		
		EA		

STREET IMPROVEMENT SUBTOTAL ~~22,738~~ 23,506

* A.C. ASPHALTIC CONCRETE
** P.C.C. PORTLAND CONCRETE CEMENT

STORM DRAIN IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
* 18" RCP		L.F.	90.00	
* 24" RCP		L.F.	110.00	
* 30" RCP		L.F.	250.00	
* 36" RCP		L.F.	250.00	
* 42" RCP		L.F.	250.00	
* 48" RCP		L.F.	260.00	
* 54" RCP		L.F.	280.00	
* 60" RCP		L.F.	300.00	
* 66" RCP		L.F.	320.00	
* 78" RCP		L.F.	340.00	
* 24" CMP		L.F.	90.00	
* 60" CMP		L.F.	320.00	
CATCH BASIN/CURB INLET:				
W=7		EA	4,000.00	
W=10		EA	4,500.00	
W=14		EA	6,000.00	
W=21		EA	11,000.00	
W=28		EA	14,000.00	
JUNCTION STRUCTURE		EA	3,200.00	
TRAFFIC TYPE JUNCTION STRUCTURE		EA	2,800.00	
DISCHARGE STRUCTURE		EA	2,800.00	
MANHOLES		EA	2,500.00	
LOCAL DEPRESSION		EA	1,250.00	
GRATE INLET STRUCTURE		EA	2,100.00	
		EA		
		EA		
		EA		

STORM DRAIN IMPROVEMENT SUBTOTAL _____

* REINFORCE CONCRETE PIPE

SANITARY SEWER IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
MANHOLES 60" DIAMETER		EA	4,500.00	
MANHOLES 48" DIAMETER		EA	4,000.00	
DROP MAN HOLES		EA	4,500.00	
WYES		EA	100.00	
CLEANOUTS		EA	600.00	
REMODELING OF EXISTING MANHOLE		EA	950.00	
** 4" VCP		L.F.	50.00	
** 6" VCP	35	L.F.	60.00	2,100
** 8" VCP		L.F.	70.00	
** 10" VCP		L.F.	80.00	
** 12" VCP		L.F.	90.00	
** 15" VCP		L.F.	100.00	
		L.F.		
		L.F.		

SANITARY SEWER IMPROVEMENT SUBTOTAL 2,100

** VITRIFIED CLAY PIPE

TRAFFIC SIGNALS/SIGN/STRIPING

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
TRAFFIC SIGNAL MODIFICATION:				
ONE CORNER	_____	L.S.	75,000.00	_____
TWO CORNERS	_____	L.S.	100,000.00	_____
TRAFFIC SIGNAL NEW	_____	L.S.	400,000.00	_____
PAINT TRAFFIC STRIPE (1 COAT)	_____	L.F.	2.40	_____
PAINT TRAFFIC STRIPE(2 COATS)	_____	L.F.	.65	_____
PEDESTRIAN CROSSWALK STRIPING	_____	L.F.	.65	_____
PAVEMENT MARKER (NON REFLECTIVE)	_____	EA	2.50	_____
PAVEMENT MARKER (REFLECTIVE)	_____	EA	4.00	_____
REFLECTORS AND POSTS	_____	EA	100.00	_____
STREET SIGNS	_____	EA	250.00	_____
_____	_____	EA	_____	_____
_____	_____	EA	_____	_____

TRAFFIC SIGNAL/SIGNS/STRIPING SUBTOTAL _____

CFD LANDSCAPE IMPROVEMENTS (BONDING PURPOSES ONLY)

AREA LANDSCAPED	_____	S.F.	$12.00	_____
CENTER MEDIAN	_____	S.F.	$12.00	_____

LANDSCAPING IMPROVEMENTS SUBTOTAL _____

SUBTOTALS:

STREET IMPROVEMENT SUBTOTAL..... ~~22,738~~ 23,506

STORM DRAIN IMPROVEMENTS SUBTOTAL.....

SANITARY SEWER IMPROVEMENTS SUBTOTAL..... 2,100

TRAFFIC SIGNAL/SIGNS/STRIPING SUBTOTAL.....

IMPROVEMENT SUBTOTAL ~~24,838~~ 25,606

*(*USE THIS TOTAL FOR PLAN CHECK & PERMITTING PURPOSES*)*

CFD LANDSCAPE IMPROVEMENTS .....

SUBDIVISION MONUMENT GUARANTEE $1,200 + $50/LOT ...

STREET LIGHTS _____ **@ $5,000** .....

CUCAMONGA COUNTY WATER DISTRICT FACILITIES.....

IMPROVEMENT SUBTOTAL.... ~~24,838~~ 25,606

ADD 35%..... ~~8,693~~ 8,962.10

BONDING TOTAL..... ~~33,531~~ 34,568.10

APPROVED PUBLIC IMPROVEMENT PLANS:

STREET IMP. DWG. NO. 6565

STREET LIGHT DWG. NO. _____

SEWER IMP. DWG. NO. 73-73

STORM DRAIN IMP. DWG. NO. _____

TRAFFIC SIGNAL DWG. NO. _____

SIGNING & STRIPING DWG. NO. _____

SUBDIVISON IMPROVEMENT AGREEMENT

Tract Map No.: 18973

Exhibit "B"

I, Lizzy Navarro / SoCal Beautiful LLC

(Subdivider's name here)

am the owner of the property to which this Request is being made for of a Time Extension for

Project No. _____.

Name: Lizzy Navarro / SoCal Beautiful LLC

Subdivider's Signature: _____

Subdivider's Address: 475 E. Badillo St.
Covina, CA 91723

Date: 5/6/2024

(Attached Notary Acknowledgment)

CITY OF FONTANA

BY:_____ DATE:_____
City Engineer

_____
Print Name

[ ] DENY
[ ] APPROVED

NEW DATE: _____

Revised – RP -09/22/2022

CALIFORNIA ALL PURPOSE 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 }

On 5-6-2026 *Date* before me, Gloria Enriquez *Insert Name and Title of the officer* Notary

Public, personally appeared LIZZY NAVARRO

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature: _____

GLORIA ENRIQUEZ
COMM. # 2438571
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
COMM. EXPIRES FEB. 25, 2027

OPTIONAL

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

Description of Attached Document
Title or Type of Document: SUB. IMPROVEMENT MAT Document Date: 5-6-2026
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

Bond No. 4482914
Premium $ 1,037.00

SECURITY BOND FOR FAITHFUL PERFORMANCE OF SUBDIVISION AGREEMENT

Tract Map No.: 18973

WHEREAS, the City Council of the City of Fontana, State of California, and, SO CAL BEAUTIFUL 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 complete 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 faithful performance of the terms of the Agreement.

NOW, THEREFORE, Principal and the undersigned as corporate surety, are held and firmly bound unto the City of Fontana in the sum of Thirty-four thousand, five hundred sixty-eight dollars 10/100 ($ 34,568.10), to assure faithful performance of all terms and conditions of 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 terms, covenants, provisions and conditions of the Agreement, and any agreed upon alterations or additions thereto, are fully and well met and performed by the Principal, his or its heirs, executors, administrators, successors or assigns, to the satisfaction of the City of Fontana in the time and manner specified in the Agreement. Upon fulfillment of the obligations set forth in the Agreement as specified above, this obligation bond shall become null and void.

As 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 such 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 of 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 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 11th day of MAY ,20 26 .

PRINCIPAL
SO CAL BEAUTIFUL LLC

(NOTARIZATION AND SEAL)

SURETY
SURETEC INSURANCE COMPANY

John Magnuson, Attorney-in-Fact

(NOTARIZATION AND SEAL)

NOTE: Please Attach Notary Acknowledgement and Power of Attorney.

POA #: 510247

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

John Magnuson, Kimberly Childers

its true and lawful Attorney-in-fact, 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 waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

One Million and 00/100 Dollars ($1,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

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 of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings 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. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 24th day of February , A.D. 2022 .

SURETEC INSURANCE COMPANY

By: _____
Michael C. Keimig, President

State of Texas ss:
County of Harris

On this 24th day of February , A.D. 2022 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; 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 Company; and that he signed his name thereto by like order.

TANYA SNEED
Notary Public, State of Texas
Comm. Expires 03-30-2023
Notary ID 128571231

_____
Tanya Sneed, Notary Public
My commission expires March 30, 2023

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 11th day of May , 2026 , A.D.

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 510247
For verification of the authority of this power you may call (713) 812-0300 any business day between 8:30 am and 5:00 pm CST.

☐ **Acknowledgment of Principal**

☒ **Acknowledgment of Surety (Attorney-in-Fact)**

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 San Diego } ss

On MAY 1 1 2026 (date) before me, Alexa Ranney, Notary Public (here insert name and title of the officer),

personally appeared John Magnuson (name(~~s~~) of signer(~~s~~)),

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ALEXA RANNEY
COMM. #2428686
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
My Commission Expires
DECEMBER 1 2026

(The balance of this page is intentionally left blank.)

Bond No. 4482914
Premium $ Included with Performance Bond

SECURITY BOND FOR LABOR AND MATERIALS OF SUBDIVISION AGREEMENT

Tract Map No.: 18973

WHEREAS, the City Council of the City of Fontana, State of California, and SO CAL BEAUTIFUL 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 Thirty-four thousand, five hundred sixty-eight dollars 10/100 ($ 34,568.10) 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 11th day of MAY, 2026.

PRINCIPAL
SO CAL BEAUTIFUL LLC

(NOTARIZATION AND SEAL)

SURETY
SURETEC INSURANCE COMPANY

John Magnuson, Attorney-in-Fact

(NOTARIZATION AND SEAL)

NOTE: Please Attached Notary Acknowledgement and Power of Attorney

POA #: 510247

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

John Magnuson, Kimberly Childers

its true and lawful Attorney-in-fact, 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 waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

One Million and 00/100 Dollars ($1,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

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 of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings 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. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 24th day of February , A.D. 2022 .

SURETEC INSURANCE COMPANY

By: _____
Michael C. Keimig, President

State of Texas ss:
County of Harris

On this 24th day of February , A.D. 2022 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; 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 Company; and that he signed his name thereto by like order.

TANYA SNEED
Notary Public, State of Texas
Comm. Expires 03-30-2023
Notary ID 128571231

_____
Tanya Sneed, Notary Public
My commission expires March 30, 2023

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 11th day of May , 2026 , A.D.

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 510247
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

☐ **Acknowledgment of Principal**

☒ **Acknowledgment of Surety (Attorney-in-Fact)**

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 San Diego } ss

On MAY 1 1 2026 (date) before me, Alexa Ranney, Notary Public (here insert name and title of the officer),

personally appeared John Magnuson (name(s) of signer(s)),

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

CSC1 ALEXA RANNEY COMM. #2428686 NOTARY PUBLIC-CALIFORNIA SAN DIEGO COUNTY My Commission Expires DECEMBER 1 2026 CSC1

(The balance of this page is intentionally left blank.)

Bond No. 4482914
Premium $Included with Performance Bond

SUBDIVISION WARRANTY OBLIGATION BOND

Tract Map No.: 18973

WHEREAS, The City Council of the City of Fontana, State of California, and, SO CAL BEAUTIFUL 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 Thirty-four thousand, five hundred sixty-eight dollars 10/100 ($ 34,568.10) 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 11th day of MAY, 20 26.

PRINCIPAL
SO CAL BEAUTIFUL LLC

(NOTARIZATION AND SEAL)

SURETY
SURETEC INSURANCE COMPANY

John Magnuson, Attorney-in-Fact
(NOTARIZATION AND SEAL)

NOTE: Please Attached Notary Acknowledgement and Power of Attorney

POA #: 510247

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

John Magnuson, Kimberly Childers

its true and lawful Attorney-in-fact, 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 waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

One Million and 00/100 Dollars ($1,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

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 of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings 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. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 24th day of February , A.D. 2022 .

SURETEC INSURANCE COMPANY

By: _____
Michael C. Keimig, President

State of Texas ss:
County of Harris

On this 24th day of February , A.D. 2022 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; 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 Company; and that he signed his name thereto by like order.

TANYA SNEED
Notary Public, State of Texas
Comm. Expires 03-30-2023
Notary ID 128571231

_____
Tanya Sneed, Notary Public
My commission expires March 30, 2023

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 11th day of May , 2026 , A.D.

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 510247
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

☐ **Acknowledgment of Principal**

☒ **Acknowledgment of Surety (Attorney-in-Fact)**

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 San Diego } ss

On MAY 1 1 2026 (date) before me, Alexa Ranney, Notary Public (here insert name and title of the officer),

personally appeared John Magnuson (name(s) of signer(s)),

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

CSC1 ALEXA RANNEY COMM. #2428686 NOTARY PUBLIC-CALIFORNIA SAN DIEGO COUNTY My Commission Expires DECEMBER 1 2026 CSC1

(The balance of this page is intentionally left blank.)

GROSS = 38402.25 SQ. FT. = 0.881 ACRES
NET = 38146.21 SQ. FT. = 0.876 ACRES
NUMBERED LOTS: 1

TRACT NO. 18973

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

BEING A SUBDIVISION OF LOT 3, IN BLOCK 7, FONTANA ACRES NO. 8, AS SHOWN BY MAP ON FILE IN BOOK 25, PAGE 5 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

FOR CONDOMINIUM PURPOSES

TRITECH ENGINEERING GROUP INC.

NOVEMBER, 2025

OWNER'S STATEMENT:

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

WE HEREBY DEDICATE TO THE CITY OF FONTANA AN EASEMENT FOR INGRESS AND EGRESS OF SERVICE AND EMERGENCY VEHICLES ACCESS AS SHOWN ON THIS MAP.

SO CAL BEAUTIFUL, LLC, a California Limited Liability Company, (OWNER)

_____ , (Managing Member)

_____ , (Managing Member)

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 TRUTH FULLNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____ }

ON THIS _____, 2023 BEFORE ME, _____ ,

PERSONALLY APPEARED _____ ,

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.

NAME OF NOTARY: _____

SIGNATURE: _____

COUNTY IN WHICH COMMISSIONED: _____

DATE COMMISSION EXPIRES: _____

COMMISSION NUMBER: _____

SIGNATURE OMISSIONS:

PURSUANT TO THE PROVISIONS OF SECTION 66436 OF CALIFORNIA THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED AS THEIR INTEREST IS SUCH THAT THEY CANNOT RIPEN INTO A FEE.

AN EASEMENT OF FONTANA LAND COMPANY, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF CALIFORNIA, FOR MAINTENANCE OF POLES AND PIPES PURPOSES, RECORDED APRIL 20, 1927, IN BOOK 217, PAGE 347 OF OFFICIAL RECORDS. SAID EASEMENT IS BLANKET IN NATURE.

AN EASEMENT OF CITY OF FONTANA, A MUNICIPAL CORPORATION, FOR STREET, HIGHWAY AND PUBLIC UTILITY PURPOSES, RECORDED APRIL 12, 2006 AS DOCUMENT NO. 2006-0249606 OF OFFICIAL RECORDS.

AN EASEMENT OF CITY OF FONTANA, A MUNICIPAL CORPORATION, FOR STREET, HIGHWAY AND PUBLIC UTILITY PURPOSES, RECORDED AUGUST 21, 2006 AS DOCUMENT NO. 2006-0571017 OF OFFICIAL RECORDS.

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 SO CAL BEAUTIFUL, LLC. I HEREBY ALSO STATE THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN THOSE POSITIONS WITHIN TWELVE MONTHS OF MAP RECORDATION IN COMPLIANCE WITH SECTION 66495 AND 66496 OF THE SUBDIVISION MAP ACT AND ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

M. Khalili 11-6-25

MAHMOUD KHALILI SAMANI — DATE
LS 8766

LICENSED LAND SURVEYOR — MAHMOUD KHALILI SAMANI — LS 8766 — STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP OF TRACT NO. 18973, 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 ARTICLE I THROUGH III, CHAPTER 26, CODE OF THE CITY OF FONTANA HAVE BEEN COMPLETED.

DATED _____ , 20_____

_____
GIA LAM KIM, CITY ENGINEER
R.C.E. 62296
CITY OF FONTANA

REGISTERED PROFESSIONAL ENGINEER — GIA LAM KIM — C62296 — CIVIL — STATE OF CALIFORNIA

CITY LAND SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP OF TRACT NO. 18973 CONSISTING OF TWO SHEETS; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATED _____ , 20_____

_____
MICHAEL P. THORNTON, CITY LAND SURVEYOR
P.L.S. 6867
CITY OF FONTANA

LICENSED LAND SURVEYOR — MICHAEL P. THORNTON — No. 6867 — STATE OF CALIFORNIA

CITY OFFICIAL'S ACCEPTANCE:

AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF FONTANA, STATE OF CALIFORNIA, HELD ON _____ DAY OF _____, _____ ; THE SAID CITY COUNCIL APPROVED ON BEHALF OF THE CITY OF FONTANA THIS MAP OF TRACT NO. 18973 AND ACCEPTED THE FOREGOING DEDICATIONS IN ACCORDANCE WITH THE CITY OF FONTANA STANDARDS.

THE PROCEDURE IS THE TRUE AND COMPLETE PROCEDURE APPROVED BY THE CITY COUNCIL ON THE _____ DAY OF _____, _____.

ATTEST:

ACQUANETTA WARREN
MAYOR, CITY OF FONTANA

GERMAINE KEY
CITY CLERK, CITY OF FONTANA

CITY CLERK, CITY OF FONTANA

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

I DO HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS 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 $ _____.

ENSEN MASON, COUNTY AUDITOR/ AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR SAN BERNARDINO COUNTY

BY: _____
DEPUTY — DATE

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 FILING OF THIS MAP WITH THE 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

SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE:

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER _____, THIS _____ DAY OF _____, 20___, AT _____ M. IN BOOK _____ OF _____ AT PAGE _____, AT THE REQUEST OF _____ , IN THE AMOUNT OF $ _____.

CHRIS WILHITE, ASSESSOR-RECORDER, SAN BERNARDINO COUNTY

BY: _____

DEPUTY RECORDER

SCALE: 1" = 50'

TRACT NO. 18973

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

BEING A SUBDIVISION OF LOT 3, IN BLOCK 7, FONTANA ACRES NO. 8, AS SHOWN BY MAP ON FILE IN BOOK 25, PAGE 5 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

FOR CONDOMINIUM PURPOSES

TRITECH ENGINEERING GROUP INC.

NOVEMBER, 2025

50' 0 50' 100' 150'

50'

FOUND MONUMENTS NOTES:

(A) FOUND 1 1/2" I.P., NO TAG, DN. 0.7' PER RS 172/47. ACCEPTED AS CENTERLINE INTERSECTION.

(B) FOUND 1 1/2" I.P., NO TAG, DN. 0.7' PER RS 172/47. ACCEPTED AS CENTERLINE INTERSECTION.

(C) FOUND SPIKE & WASHER STAMPED LS 5411, FLUSH PER C.R. 266/085. ACCEPTED AS CENTERLINE INTERSECTION.

(D) FOUND SPIKE & WASHER STAMPED LS 5411, FLUSH PER C.R. 266/084. ACCEPTED AS CENTERLINE INTERSECTION.

BASIS OF BEARING:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING N 00°12'32" W OF THE CENTERLINE OF DATE STREET AS SHOWN ON MAP OF RECORD OF SURVEY 21-053, FILED IN BOOK 172, PAGE 47 OF RECORD OF SURVEY , IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

EASEMENT NOTE:

(E1) 2-FOOT ROAD EASEMENT OF CITY OF FONTANA RECORDED APRIL 12, 2006 AS DOCUMENT NO. 2006-0249606 AND AUGUST 21, 2006 AS DOCUMENT NO. 2006-0571017, BOTH OF OFFICIAL RECORDS.

(E2) 30 FOOT WIDTH PRIVATE DRIVEWAY AND FIRE LANE EASEMENT FOR INGRESS AND EGRESS OF SERVICE AND EMERGENCY VEHICLES DEDICATED TOE THE CITY OF FONTANA HEREON. (FROM GROUND TO 18 FEET ABOVE GROUND)

LEGEND:

INDICATES RECORD DATA PER THE FOLLOWING MAPS:

R1 BLOCK 7, FONTANA ACRES NO. 8, M.B. 25/5
R2 TRACT NO. 10876, M.B. 151/61-62
R3 PARCEL MAP NO. 966, P.M.B. 8/44
R4 PARCEL MAP NO. 16165, P.M.B. 218/21-22
R5 RECORD OF SURVEY 21-053, R.S. 172/47
* CALCULATE PER SAID RECORD MAP

SURVEY NOTES:

● MONUMENT FOUND AS NOTED.
□ SET L&T,TAGGED L.S. 8766 IN SIDEWALK.
○ SET L&T,TAGGED L.S. 8766 IN FACE OF THE WALLS.
DIMENSION IS NOT TO SCALE

LINE TABLE:

NO	BEARINGS	DISTANCE
L1	N 00°12'32" W	49.00'
L2	N 00°12'32" W	30.00'
L3	N 89°46'36" E	254.38'
L4	N 89°46'36" E	20.00'
L5	N 00°13'24" W	80.00'
RAD1	N 21°34'01" E	28.00'
RAD2	N 87°43'52" E	28.00'
RAD3	N 88°10'41" W	28.00'
RAD4	N 22°00'49" W	28.00'

CURVE TABLE:

NO	DELTA ANGLE	R	L
C1	66°09'51"	28.00'	32.33
C2	66°09'52"	28.00'	32.33

File #: 26-1064
Agenda #: J.

Agenda Date: 6/23/2026
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Approve Task Order for Engineering Design Services with HR Green Pacific, Inc. for the SCE Undergrounding Acosta & Firebird Circuits Project (DE-24-195-SQ-14)

RECOMMENDATION:
1. Approve and authorize the City Manager to enter into a Task Order in a not-to exceed amount of $607,710.00 with HR Green Pacific, Inc. for engineering design services for the SCE Undergrounding Acosta & Firebird Circuits Project (DE-24-195-SQ-14).

2. Approve and authorize the City Manager to enter into any future amendments to the Task Order in a not-to-exceed amount of $100,000.00.

3. Authorize the City Manager to enter into any and all utility agreements, utility easements, and any related items on behalf of the City of Fontana for the SCE Undergrounding Acosta & Firebird Circuits Project (DE-24-195-SQ-14).

COUNCIL GOALS:
- To 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.

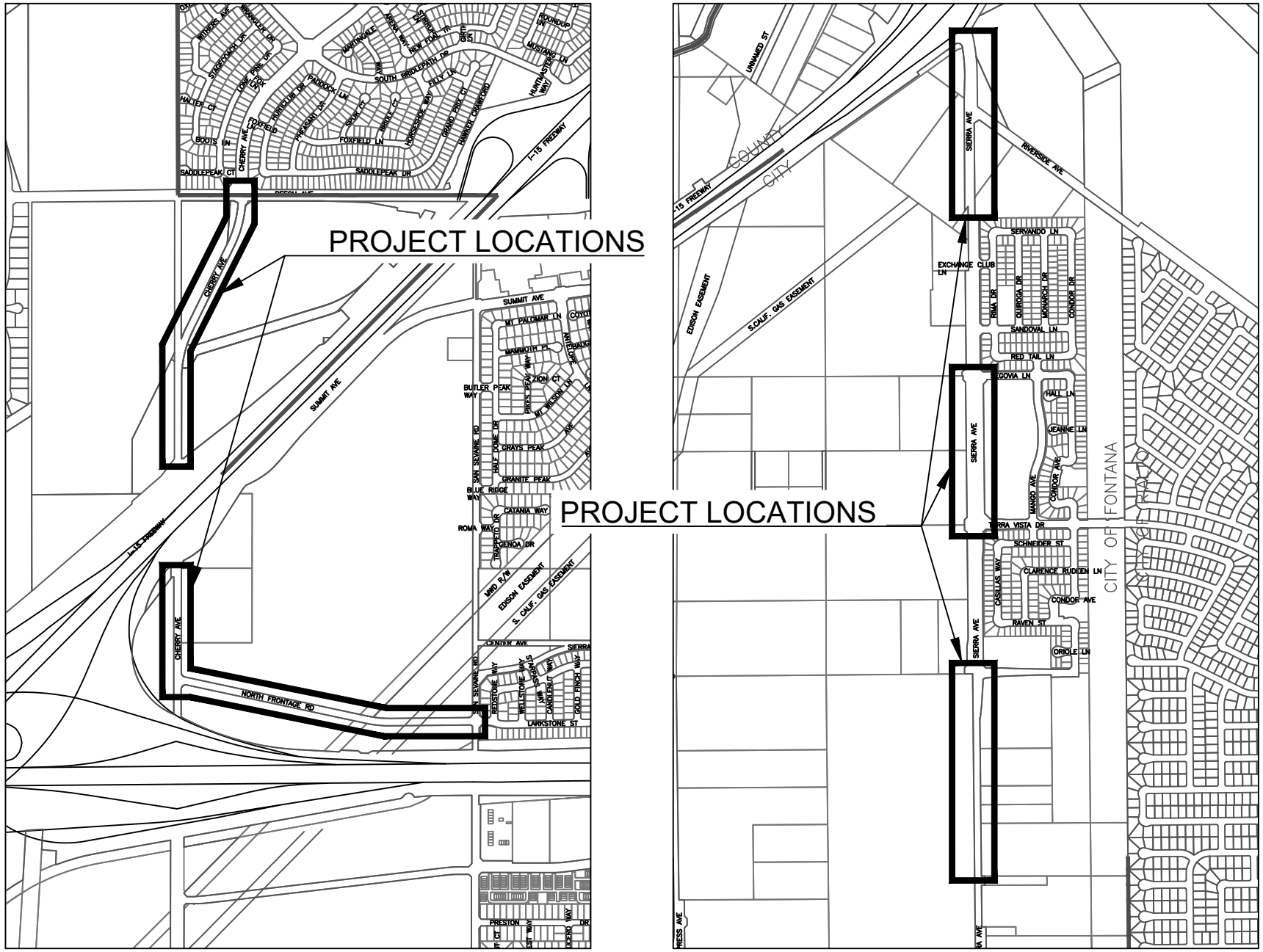
DISCUSSION:
The SCE Undergrounding Acosta and Firebird Circuits Project consists of converting existing overhead lines to new underground facilities. This project will be implemented in compliance with Southern California Edison (SCE) Rule 20B requirements. The project's infrastructure goal is to install SCE conduit and vaults within the ultimate right-of-way. This project will help eliminate potential service outages and provide wildfire mitigation resulting from weather conditions by undergrounding these facilities.

On April 1, 2026, Engineering staff solicited a Request for Proposal (RFP) for Engineering Design Services from four (4) pre-qualified firms through the Purchasing Office. Three (3) prospective bidders downloaded the RFP documents. On April 30, 2026, a proposal was received from one (1) firm interested in providing design services for the project. HR Green Pacific, Inc. was the sole proposal received for the project. The proposal was evaluated and ranked in accordance with City policies and procedures and HR Green demonstrated their relevant experience and project understanding.

Engineering staff recommends that the City Council approve a Task Order Agreement in the amount of $607,710.00 with HR Green Pacific, Inc. for the Engineering Design Services for the SCE Undergrounding Acosta & Firebird Circuits Project.

FISCAL IMPACT:
The fiscal impact associated with the approval of this item is $607,710.00 for the full term of the task order. Funds are included in the Fiscal Year 2025-26 budget in 37600033-610-A-8113. All future costs will be included in subsequent fiscal year budgets.

MOTION:
Approve staff recommendation.



SCE UNDERGROUNDING ACOSTA & FIREBIRD CIRCUITS PROJECT

HRGreen PACIFIC

1260 Corona Pointe Court | Suite 305
Corona, CA 92879
Main 855-900-4742

HRGREEN.COM

Proposal for Design Services SCE Undergrounding Acosta and Firebird Circuits Project (DE-24-195-SQ-14)

Submitted by: HR Green Pacific, Inc.
Address: 1260 Corona Pointe Court, Suite 305, Corona, CA 92879
Phone Number: 855.900.4742
Contact Person: Chase Keys, PE, Project Manager (Group Leader)
Contact Number: 951.970.6879
Contact Email: ckeys@hrgreen.com

Introduction, Methodology, and Project Approach

HR Green Pacific, Inc. (HR Green) understands the City of Fontana is seeking a qualified civil engineering consultant to prepare plans, specifications, estimates, and related engineering services for the SCE Undergrounding Acosta and Firebird Circuits Project. The project will convert existing overhead electrical facilities to new underground facilities in accordance with SCE Rule 20B requirements. The City's selected design consultant is responsible for developing the street design framework that will allow SCE to design its underground conduit, duct, and vault system within the project limits.

This project requires more than preparation of street improvement plans. It requires early confirmation of ultimate roadway conditions, right-of-way acquisition needs, utility conflicts, SCE requirements, utility coordination, outside agency approvals, and constructability considerations. The RFP identifies coordination with SCE, the Sierra Avenue at Riverside Avenue Traffic Signal Project, San Bernardino County, City of Rancho Cucamonga, City of Rialto, Caltrans, San Bernardino County Flood Control District, and school districts within the project limits. The City's Q&A further clarified that portions of the project extend outside Fontana City limits, final plans may be subject to review and approval by outside jurisdictions, and ultimate roadway conditions will be discussed during the kick-off meeting.

The location maps reinforce the need for a coordination-focused approach. The Acosta Circuit is shown near Cherry Avenue, Frontage Road, SR-210, Beech Avenue, I-15, the Hawker Crawford Channel, and the Fontana/Rancho Cucamonga jurisdictional boundary. The Firebird Circuit is shown along Sierra Avenue near Segovia Lane, Terra Vista Drive, Riverside Avenue, I-15, the Falcon Ridge Substation area, and the Fontana/Rialto jurisdictional boundary.

HR Green's methodology is organized around five priorities:

- Confirm the ultimate condition early. At the kick-off meeting, HR Green will confirm design limits, roadway sections, ultimate right-of-way, curb and gutter locations, sidewalk needs, streetlight assumptions, SCE coordination requirements, tie-in points, and jurisdiction-specific design criteria.

- Develop a usable composite utility plan within 60 calendar days. The RFP requires the complete Composite Utility Plan to be delivered within 60 calendar days of notice to proceed. HR Green will treat this plan as a live coordination tool, not simply a static deliverable.

- Design the street improvements to support SCE's undergrounding design. HR Green will establish roadway geometry, right-of-way, curb elevations, and utility information needed for SCE to complete its undergrounding plans. We will also anticipate plan adjustments after SCE provides its final plan set.

- Coordinate proactively with outside jurisdictions and overlapping projects. HR Green will coordinate early with Fontana, Rancho Cucamonga, Rialto, Caltrans, San Bernardino County Flood Control District, school districts, SCE, and communication utility providers. We will also coordinate with the Sierra Avenue at Riverside Avenue Traffic Signal Project to avoid conflicts and maintain consistency.

- Maintain schedule and review control. The RFP requires the first 60% plan check submittal within 90 calendar days of NTP and assumes three plan checks at 60%, 90%, and 100%. HR Green will manage this through a decision log, utility coordination log, action item tracker, QA/QC process, and plan check comment response matrix.

Work Plan, Scope of Work, and Deliverables

Task 1: Project Management and Coordination

HR Green will provide project management, contract administration, schedule control, subconsultant coordination, monthly progress reports, invoice support, and communication with the City's Project Manager. We will conduct a kick-off meeting with the City and key stakeholders to confirm roles, responsibilities, deliverables, approval requirements, project limits, ultimate roadway assumptions, right-of-way needs, SCE coordination procedures, and outside jurisdiction approval requirements.

HR Green will prepare and maintain a project schedule, action item log, utility coordination log, agency coordination tracker, and comment response matrix. A Project Specific QA/QC Plan will be prepared and used before each submittal.

Deliverables: Project schedule, meeting agendas and minutes, action item log, utility coordination matrix, monthly progress reports, QA/QC plan, comment response matrix.

Task 2: Survey and Base Mapping

HR Green's survey team will perform field and office survey required to prepare topographic mapping, a Survey Control Plan, street improvement plans, street lighting plans, right-of-way exhibits, and SCE coordination base files. Survey will include a 120-foot-wide topographic corridor at 1" = 40' scale with 1-foot contours, additional survey at tie-in points, and street cross sections at 25-foot intervals extending to the ultimate right-of-way on each side, consistent with the RFP.

Survey will capture existing roadway features, curb and gutter, sidewalk, driveways, landscape areas, drainage features, visible utility appurtenances, poles, guy anchors, manholes, valve covers, meter locations, and other existing conditions necessary for design.

Deliverables: Topographic map in AutoCAD and PDF, Survey Control Plan, 25-foot interval cross section data, base files for design and SCE coordination.

Task 3: Composite Utility Plan, Utility Coordination, and Potholing

HR Green will prepare a Composite Utility Plan showing existing utilities within the proposed right-of-way and utilities affected by the proposed street improvements. The plan will include above-ground and underground utilities, wet and dry utilities, overhead lines, power poles with pole numbers, guy poles, guy anchors, manholes, valve caps, utility laterals, private utility connections, and related appurtenances.

HR Green will lead utility coordination in partnership with the City Project Manager. This will include utility research, request and review of available records, coordination meetings, conflict identification, utility disposition recommendations, and communication with SCE and third-party utility owners. HR Green will provide the Composite Utility Plan within 60 calendar days of NTP. HR Green will also evaluate joint trench opportunities for communication utility facilities currently co-located on the existing SCE poles. Where joint trench is feasible, HR Green will coordinate with SCE and the identified communication utility companies within the project limits to facilitate combined installation, reduce surface disruption, and streamline overall project delivery.

HR Green will coordinate and observe potholing for utilities that may be affected by the proposed alignment or utility construction. The fee assumes 20 potholes, including associated pothole backfill and surface restoration at pothole locations. HR Green will incorporate pothole information into the Composite Utility Plan and provide engineering support during pothole operations to observe findings and direct adjustments as needed.

Deliverables: Composite Utility Plan within 60 calendar days of NTP, utility coordination log, pothole exhibit, pothole data summary, updated utility plan.

Task 4: Plans, Specifications, and Cost Estimates

HR Green will prepare Street Improvement Plans for the full project limits shown in Exhibit A and confirmed during the kick-off meeting. The plans will establish the street design framework needed for SCE to complete its underground conduit, duct, and vault design.

Street Improvement Plans will include plan and profile views, existing and proposed right-of-way, curb and gutter, sidewalk, driveways, streetlight locations as reference, utilities, drainage features, tie-ins, and roadway elevations needed to support SCE improvements. Plans will also identify curb elevations, join points, grade breaks, cross slopes, centerline elevations, right-of-way limits, and cross-section information at 25' intervals, including Caltrans DIB 82-06 and Form CEM5773 elevation points where applicable. HR Green will review applicable specific plan requirements to confirm ultimate roadway and right-of-way conditions, including the City of Fontana's Westgate Specific Plan, which governs a portion of the project limits, as well as applicable specific plans for the City of Rancho Cucamonga and City of Rialto. HR Green will utilize the City's website and Public Records Portal to research specific plans and record drawings as needed.

HR Green will also prepare technical specifications using the City's current boilerplate bid package and the latest Greenbook, with revisions highlighted for the first plan check. Itemized construction cost estimates will be submitted with the second plan check package and updated through final approval.

Deliverables: 60%, 90%, and 100% Street Improvement Plans; technical specifications; itemized cost estimates; final signed PDF and AutoCAD files per SCE requirements; comment response matrix.

Task 5: Right-of-Way Support

If right-of-way acquisition or easements are required, HR Green will prepare legal descriptions, deed plats, City of Fontana Easement Deed Forms, and a 1" = 40' right-of-way map. The right-of-way map will show street and right-of-way dimensions, parcel numbers, existing and proposed right-of-way lines, and a parcel table identifying parcel number, assessor parcel number, total parcel area, area of take, and remaining area.

The City of Fontana right-of-way staff, in coordination with SCE, will lead property owner coordination and acquisition activities. HR Green's role will be limited to technical mapping, legal descriptions, plats, and exhibits. The fee assumes 10 parcels will be affected.

Deliverables: Right-of-way map, legal descriptions, deed plats, easement deed forms, parcel take table.

Task 6: Environmental, NPDES, and WQMP Coordination

HR Green will coordinate with the City during the CEQA documentation process and provide engineering information needed to support environmental review. HR Green will also prepare or coordinate engineering-related NPDES and WQMP documentation as required before construction.

Deliverables: CEQA coordination support, exhibits and technical information for environmental documentation, NPDES/WQMP documentation as required.

Task 7: Advertisement, Construction Support, and Record Drawings

Upon request by the City, HR Green will provide advertisement and construction support services, including responses to bidder questions, review of addenda, shop drawing and submittal review, RFI responses, design clarifications, and construction design changes. HR Green will also prepare record drawings based on as-built information provided by the construction contractor, consistent with the RFP requirement for record drawings. These efforts are limited to the hours assumed within our fee proposal.

Deliverables: Bid support responses, addendum support, submittal reviews, RFI responses, design change support, record drawings.

Proposed Personnel

The proposed team is structured to provide strong project management, utility coordination, roadway design, street lighting design, survey, right-of-way mapping, and QA/QC. The Project Manager will serve as the City's primary point of contact and will be responsible for scope, schedule, budget, team coordination, and plan delivery.

HR Green is pre-qualified with the City of Fontana and will assign appropriately licensed and certified professionals, including California-registered professional engineers, a lighting-certified lead, QSP/CPESC environmental support, licensed survey/right-of-way mapping through Kelsoe & Associates, and qualified potholing support through Kana Subsurface Engineering.

Role	Name	Responsibility
Principal-in-Charge	Min Zhou, PE	Provides executive oversight, confirms resources are available, monitors contract performance, and supports key City coordination and issue resolution.
QA/QC Lead	Adolfo Gutierrez, PE	Leads independent quality control reviews, verifies consistency with City standards, reviews constructability, and confirms comments are addressed before each submittal.
Project Manager	Chase Keys, PE	Serves as the City's primary point of contact and manages scope, schedule, budget, team coordination, subconsultants, progress reporting, and overall delivery.
Roadway Design Lead	Art Casillas	Leads preparation of street improvement plans, plan and profile design, cross sections, curb and gutter layout, grading, tie-ins, and roadway design coordination.
Utility Coordination Lead	John DuMontelle	Leads utility research, utility owner coordination, composite utility plan preparation, SCE coordination, conflict identification, and potholing coordination.
Environmental / NPDES Lead	Bob Makowski, QSP, CPESC	Supports CEQA coordination and prepares or coordinates NPDES and WQMP documentation required before construction.
Survey and ROW Mapping	Kelsoe & Associates	Provides topographic survey, survey control, base mapping, right-of-way mapping, legal descriptions, plats, and easement exhibits as needed.
Potholing	Kana Subsurface Engineering	Provides utility potholing, field verification of underground utilities, pothole data documentation, and restoration in coordination with the design team.

Qualifications and Comparable Municipal References

West Foothill Boulevard Street Improvements, City of Rancho Cucamonga

Reference: Romeo David, Associate Engineer, romeo.david@cityofrc.us, 909.774.4070

Brief Description: HR Green provided civil design services for West Foothill Boulevard, a high-volume arterial corridor in San Bernardino County. The project included roadway reconfiguration within existing right-of-way, separated pedestrian and bicycle facilities, traffic signal modifications, a new traffic signal, street lighting, pavement reconstruction, landscaping, and storm drain improvements. **This project is especially relevant to Fontana because it involved integrating roadway, lighting, drainage, traffic signal, and streetscape improvements within a major corridor while maintaining mobility and coordinating design elements in a built environment.**

Holt Avenue Street Improvements, City of Pomona

Reference: Matt Pilarz, PE, Principal Civil Engineer, matt.pilarz@pomonaca.gov, 909.620.3652

Brief Description: HR Green provided corridor improvement services for Holt Avenue, a major arterial extending more than 10 miles through multiple jurisdictions and serving businesses, schools, parks, transit users, pedestrians, and motorists. The project included traffic analysis, conceptual alternatives, public-facing corridor improvements, lighting, pedestrian infrastructure, ADA accessibility improvements, and development of a preferred design that helped the City secure $5 million in grant funding. **This experience is directly relevant to Fontana because it demonstrates HR**

Green's ability to advance complex arterial improvements with utility, access, safety, multimodal, and agency coordination considerations in a constrained urban corridor.

Van Buren Boulevard Widening, City of Jurupa Valley

Reference: Steve Loriso, Dep. Dir. of Public Works/Asst. City Engineer, sloriso@jurupavalley.org, 951.332.6464

Brief Description: HR Green led design for the widening of Van Buren Boulevard between the Santa Ana River and Limonite Avenue, converting an existing four-lane arterial to a six-lane expressway while maintaining the raised center median. The project included new curb and gutter, grading for a future multi-purpose trail, retaining walls, sound walls, storm drain improvements, culvert modifications, and signal modifications to accommodate the widened roadway. **This experience is directly relevant to Fontana because it required plan and profile roadway design, right-of-way-sensitive improvements, utility and drainage coordination, cross-section development, and constructability solutions along a constrained arterial corridor.**

Project Schedule

HR Green will meet the RFP requirement to submit the first 60% plan check package within 90 calendar days of notice to proceed. The schedule below assumes NTP in May 2026 and three City plan checks at 60%, 90%, and 100%, with approximately three weeks for each City review.

Milestone	Target Schedule
Notice to Proceed	Day 0
Kick-off Meeting / Data Request	Days 1 to 7
Survey, Records Research, Utility Research, and Agency Coordination	Days 1 to 45
Base Mapping, Cross Sections, Preliminary Utility Mapping	Days 25 to 60
Composite Utility Plan Submittal	**Day 60**
Potholing Coordination and Preliminary Roadway / Lighting Design	Days 45 to 90
60% Plan Check Submittal	**Day 90**
City / SCE / Outside Agency Review	Days 90 to 111
90% Design, Specifications, Estimate, and Comment Responses	Days 112 to 165
90% Plan Check Submittal	**Day 165**
City / SCE / Outside Agency Review	Days 165 to 186
Final Design, Specifications, Estimate, and Comment Responses	Days 187 to 235
100% Plan Check Submittal	**Day 235**
Final Review, Approval Package, and Final PS&E	Days 235 to 275
Final Signed PS&E Submittal	**Day 275**
Bid Support, Construction Support, and Record Drawings	As directed by City

Schedule risks include outside jurisdiction review duration, SCE plan development timing, confirmation of ultimate roadway conditions, right-of-way needs, utility potholing results, and coordination with the Sierra Avenue at Riverside Avenue Traffic Signal Project. HR Green will mitigate these risks by initiating utility and agency coordination immediately after NTP, maintaining a coordination log, and resolving key geometric and right-of-way decisions before the 60% submittal.

Authorization and Insurance Statement

HR Green has reviewed the City of Fontana RFP, including the indemnification and insurance requirements contained in the Consultant Services Agreement. HR Green will meet the City's indemnification and insurance requirements upon selection and prior to contract execution. This proposal is valid for ninety (90) days from the proposal due date. The undersigned is authorized to bind HR Green Pacific, Inc.

Authorized Signature: _____
Name: Min Zhou, PE, CA Regional Director
Date: 5/27/2026

Professional Fee

A detailed breakdown of hours, hourly rates, and associated fees by task is provided in the below fee proposal. HR Green's proposed fee is based on the scope of work identified in the RFP, City Q&A responses, and the assumptions included with the fee proposal.

HR GREEN - FEE PROPOSAL DETAIL

PROJECT NAME: SCE UNDERGROUNDING ACOSTA AND FIREBIRD
PROJECT NUMBER: 2402627.01
CLIENT: CITY OF FONTANA
CLIENT CONTACT: ESTEPHANY MONROY
PROJECT MANAGER: CHASE KEYS

					TOTAL HOURS	24	38	184	442	28	362	536	932	2546		
					COST PER HOUR/UNIT (CHARGE-OUT RATE)	$ 325.00	$ 225.00	$ 270.00	$ 210.00	$ 200.00	$ 190.00	$ 190.00	$ 145.00			
					TOTAL LABOR COST	$ 7,800.00	$ 8,550.00	$ 49,680.00	$ 92,820.00	$ 5,600.00	$ 68,780.00	$101,840.00	$135,140.00			
		TOTAL PROJECT COSTS	$ 470,210.00	$ 5,500.00	$ 132,000.00	$ 607,710.00										
					% OF TOTAL LABOR COST	0.016588333	0.018183365	0.10565492	0.197401161	0.011909572	0.146275069	0.216584079	0.287403501	10%	10%	
						Zhou	Gutierrez	Keys	Casillas	Makowski	DuMontelle	MacDonald, Ye	TBD	EXPENSES		
TASK	DESCRIPTION OF TASK	Labor Task Total	ODC Task Total	Subs Task Total	Task Total	PIC	QA/QC	PM	ROAD LEAD	ENVIR LEAD	UTIL LEAD	SR DSNR	STAFF ENGR	Reimbursables Total	Sub Total	Subs
TASK 1	PROJECT MANAGEMENT AND COORDINATION	$ 57,000.00	$ 550.00	$ -	$ 57,550.00	20	4	100	80	8	8	8	8	$ 500.00	$ -	
TASK 2	SURVEY AND BASE MAPPING	$ 13,900.00	$ 825.00	$ 66,000.00	$ 80,725.00	0	0	8	24	0	8	12	20	$ 750.00	$ 60,000.00	
2.1	Topographic Survey and Base Mapping	$ 4,100.00	$ -	$ 66,000.00	$ 70,100.00			4	8			4	4		$ 60,000.00	Kelsoe
2.2	Supplemental Field Verification	$ 9,800.00	$ 825.00	$ -	$ 10,625.00			4	16		8	8	16	$ 750.00		
TASK 3	COMPOSITE UTILITY PLAN, COORDINATION, AND POTHOLING	$ 42,430.00	$ 1,650.00	$ 49,500.00	$ 93,580.00	0	2	16	20	0	104	8	84	$ 1,500.00	$ 45,000.00	
3.1	Utility Coordination	$ 17,060.00	$ 1,100.00	$ -	$ 18,160.00			4	8		60		20	$ 1,000.00		
3.2	Composite Utility Plan	$ 12,810.00	$ -	$ -	$ 12,810.00		2	4	8		20		40			
3.3	Potholing	$ 12,560.00	$ 550.00	$ 49,500.00	$ 62,610.00			8	4		24	8	24	$ 500.00	$ 45,000.00	Kana
TASK 4	PLANS, SPECIFICATIONS, AND COST ESTIMATES	$ 314,450.00	$ 1,100.00	$ -	$ 315,550.00	4	22	24	268	0	240	484	744	$ 1,000.00	$ -	
4.1	Construction Plans	$ 300,820.00	$ 1,100.00	$ -	$ 301,920.00	4	16	16	240		240	480	720	$ 1,000.00		
4.2	Specifications	$ 4,890.00	$ -	$ -	$ 4,890.00		2	4	16							
4.3	Cost Estimate	$ 8,740.00	$ -	$ -	$ 8,740.00		4	4	12			4	24			
TASK 5	RIGHT-OF-WAY SUPPORT	$ 11,480.00	$ -	$ 16,500.00	$ 27,980.00	0	8	14	8	0	2	8	16	$ -	$ 15,000.00	
5.1	Right-of-Way Requirement Plans	$ 8,420.00	$ -	$ -	$ 8,420.00		4	6	8		2	8	16			
5.2	Legals and Plats	$ 3,060.00	$ -	$ 16,500.00	$ 19,560.00		4	8							$ 15,000.00	Kelsoe
TASK 6	ENVIRONMENTAL, NPDES, AND WQMP CERTIFICATION	$ 7,110.00	$ -	$ -	$ 7,110.00	0	2	4	2	20	0	0	8	$ -	$ -	
TASK 7	ADVERTISEMENT, CONSTRUCTION SUPPORT, AND RECORD DRAWINGS	$ 23,840.00	$ 1,375.00	$ -	$ 25,215.00	0	0	18	40	0	0	16	52	1,250.00	-	
7.1	Bid Phase Support	$ 4,680.00	$ 275.00	$ -	$ 4,955.00			4	8			4	8	250.00		
7.2	Construction Phase Engineering Support	$ 10,860.00	$ 1,100.00	$ -	$ 11,960.00			8	24			4	20	1,000.00		
7.3	Preparation of Record Drawings	$ 8,300.00	$ -	$ -	$ 8,300.00			6	8			8	24			

Assumptions and Exclusions

1. The 60% plan check submittal will be submitted within 90 calendar days of NTP, provided timely receipt of City base information, record drawings, specific plan information, available SCE information, and survey access.
2. The Composite Utility Plan will be delivered within 60 calendar days of NTP.
3. The fee assumes 20 potholes. Additional potholes, if requested by the City or required due to unknown utility conflicts, will be considered additional services.
4. Separate street lighting plans will be not be prepared. Street improvements plans will reference existing streetlights placed on SCE poles on new standard street lights. No separate design will be prepared as it is assumed SCE will provide separate lighting plans. Photometric analysis is excluded based on the City's Q&A response.
5. Final plans are assumed to require coordination with outside jurisdictions. Review durations beyond the assumed three-week review period may affect the project schedule.
6. The City will provide available plans for the Sierra Avenue at Riverside Avenue Traffic Signal Project for coordination.
7. Preparation of traffic signal plans or traffic signal modifications is not included in our scope or fee; however, HR Green will coordinate with the City-provided Sierra Avenue at Riverside Avenue Traffic Signal Project plans to identify potential conflicts with the SCE undergrounding improvements.
8. SCE will prepare its final undergrounding plans after the City's street design is sufficiently developed. HR Green's fee includes coordination and reasonable plan adjustments after receipt of SCE's plan set.
9. The City of Fontana right-of-way staff and SCE will lead property owner coordination and acquisition. HR Green's scope includes technical mapping, plats, legal descriptions, and exhibits only.
10. CEQA documentation is assumed to be prepared by others unless specifically included in the final negotiated scope. HR Green's scope includes engineering support and coordination for CEQA, NPDES, and WQMP documentation.
11. Bidding and construction support, including record drawing preparation, is limited to the hours included in the fee proposal. Additional support beyond the budgeted hours will be provided as an additional service upon City authorization.
12. Preparation of traffic studies or reports are not included in our scope or fee.
13. Payment of any outside agency or permit fees will be paid by the City and are not included in our fee.
14. H&H modeling and analysis are not included in our scope or fee.
15. Design of new or modified storm drain improvements is not included in our scope or fee. Existing drainage facilities will be shown where identified by survey or available record information.
16. Preparation of traffic control plans are not included in our scope or fee. Specification will be prepared so the contractor must prepare and submit plans for approval prior to the start of construction.
17. Structural design, including but not limited to bridge design, retaining structures, and culvert modifications or extensions, is not included in our scope or fee. Where the project alignment crosses under the I-15 bridge structure or over existing drainage culverts, HR Green's design will reference existing structural conditions as shown in available record drawings. Any structural modifications required to accommodate the undergrounding improvements will be considered additional services.
18. Preparation of a Caltrans encroachment permit application is not included in our scope or fee. If improvements within Caltrans right-of-way require a formal encroachment permit, preparation and processing of that permit will be considered additional services.
19. Preparation of a San Bernardino County Flood Control District encroachment permit application is not included in our scope or fee. If improvements within or adjacent to the Hawker Crawford Channel require a flood control encroachment permit, preparation and processing of that permit will be considered additional services.
20. Assessment, remediation, or design accommodations related to hazardous materials or contaminated soils are not included in our scope or fee. If hazardous materials are encountered during potholing or construction, the City will be notified immediately and any required response will be considered additional services.
21. Geotechnical investigation, soils reports, or pavement structural section design are not included in our scope or fee. Pavement design, if required, will be based on City standard sections or information provided by the City.
22. Specifications will be limited to technical provisions for the undergrounding work only based on City boilerplate. Complete street improvement specifications are not part of this scope of work.
23. The fee assumes three plan check submittals at 60%, 90%, and 100% completeness. Additional plan check cycles beyond three, whether required by the City, outside jurisdictions, or SCE, will be considered additional services.

File #: 26-1066
Agenda #: K.

Agenda Date: 6/23/2026
Category: Consent Calendar

FROM:
Development Services

SUBJECT:
A Resolution of the City Council of the City of Fontana Approving a Development Impact Fee Deferral Agreement Between the City of Fontana and SA Golden Investments Inc. for a Multi-Family Residential Apartment Complex Project and Authorizing the City Manager to Enter into the Agreement and Take Certain Actions to Complete the Transaction.

RECOMMENDATION:
Adopt **Resolution No. 2026-056**, approving a Development Impact Fee Deferral Agreement between the City of Fontana and SA Golden Investments Inc. for a multi-family residential apartment complex project, and authorizing the City Manager to enter into the agreement and take certain actions to complete the transaction.

COUNCIL GOALS:

- To promote affordable housing by construction of high-quality multi-family housing which also serves to address the affordability needs of this community.
- To promote affordable housing by acquisition, substantial rehabilitation, and professional management of selected multi-family properties as a vehicle to reduce crime and code enforcement activity and to address the affordability needs of this community.
- To preserve the local environment for generations to come and to create a healthy economic and environmental future by adopting policies that promote compact and efficient development in new and existing communities.
- To assure that the Project is financially feasible, and that the Owner is able to deliver the needed affordable housing and supportive services.

DISCUSSION:
SA Golden Investments Inc. (“Owner”) owns a multi-family residential development located at 8423 Tamarind Avenue, Fontana, California 92335 (“Property”). The Property consists of a three-story apartment complex with two buildings totaling nine (9) units and associated amenities on approximately 36,400 square feet of land. The Owner has requested a deferral of development impact fees, and the City is willing to defer payment of such fees pursuant to the terms and conditions of a Development Impact Fee Deferral Agreement (“DIF Deferral Agreement”). The deferral applies only to development impact fees imposed by the City and does not apply to other City fees or to fees imposed by the County, school districts, or any other public agency. The key terms of the DIF Deferral Agreement are as follows:

1. The deferral applies only to development impact fees levied by the City and does not apply to any other City fees or to fees levied by the County, school districts, or any other public entity.
2. Deferred fees shall accrue simple interest at a rate of ten percent (10%) per year if not paid by the maturity date.
3. The Owner shall pay the principal amount of the deferred fees: (a) within thirty (30) days following issuance of the final Certificate of Occupancy ("COO") for Building Nos. 1 and 2 (Permit Nos. BLD-25-00801 and BLD-25-00802), or (b) upon the close of escrow if the Property or Project is sold, whichever occurs first. In no event shall payment be made later than September 21, 2026.
4. The Owner shall execute the DIF Deferral Agreement with the City, which establishes the terms and conditions governing the deferral.
5. The City shall record the Agreement against the Property upon full execution and shall release the lien upon full payment of all deferred fees, including any applicable interest, charges, and fees.

FISCAL IMPACT:
Deferral of the impact fees will delay receipt of such revenues by the City until up to ninety (90) days after issuance of the final Certificate of Occupancy, or until the close of escrow if the Property or Project is sold, but no later than September 21, 2026.

MOTION:
Approve staff's recommendation.

RESOLUTION NO. 2026-056

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, APPROVING A DEVELOPMENT IMPACT FEE DEFERRAL AGREEMENT BETWEEN THE CITY OF FONTANA AND SA GOLDEN INVESTMENTS, LLC FOR A MULTI-FAMILY RESIDENTIAL HOUSING APARTMENT COMPLEX PROJECT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND TAKE CERTAIN ACTIONS TO COMPLETE THE TRANSACTION.

WHEREAS, pursuant to California Government Code Section 66000 et seq. (the "Mitigation Fee Act"), the City of Fontana ("City") has exercised its authority to establish and impose development impact fees upon new development within the City of Fontana; and

WHEREAS, SA GOLDEN INVESTMENTS, LLC ("Owner") is the owner of that certain real property located at 8423 Tamarind Avenue., Fontana, CA 92335, in San Bernardino County, California, identified with Assessor's Parcel Number 0192-133-41-0000, on approximately 0.84 acres of land ("Property"); and

WHEREAS, the Owner is constructing a multi-family residential housing development project on the Property consisting of two residential buildings with a total of nine (9) residential units ("Project"); and

WHEREAS, in order to assure that the Project is financially feasible and that the Owner is able to deliver the needed affordable housing and supportive services, the Owner has requested that the City's development impact fees imposed in connection with the Project be deferred; and

WHEREAS, the City is willing to defer the payment of City development impact fees pursuant to certain terms as set forth in this Resolution, in furtherance of the substantial public benefits that will be provided by the Project.

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

Section 1. The recitals set forth above are true and correct and are hereby incorporated into this Resolution by this reference.

Section 2. Based on the information provided in the staff report, the City Council authorizes the deferral of payment of the development impact fees levied against the Project on the following terms:

A. This deferral shall only apply to development impact fees levied by the City. It shall not apply to any other fees levied by the City, nor shall it apply to fees levied by the County, School District, or any other public entity.

B. If not paid by the Maturity Date, the fees deferred by the City shall accrue interest at a rate of 10% simple interest annually.

C. Owner shall pay the principal sum of the Deferred Fees 1) within ninety (90) days of the date of issuance of the final occupancy clearance (the "Certificate of Occupancy" or "COO") for Building Nos. 1 and 2, Permit Nos BLD-25-00801 and BLD-25-00802 or 2) the close of escrow date if the Property or the Project is sold, whichever is earlier, but in no event shall the Deferred Fees for the Project be paid later than September 21, 2026.

D. Owner shall enter into a Development Impact Fee Deferral Agreement with the City to provide the terms and conditions for the deferral of the development impact fees.

E. City shall record the Development Impact Fee Deferral Agreement against the Property upon full execution by the City and Owner and will file a release of lien when the Deferred Fees plus any interest, charges and fees have been fully paid and satisfied.

Section 3. The City Council further authorizes the City Manager to execute a Development Impact Fee Deferral Agreement on behalf of the City in a form as approved by the City Attorney with the terms as set forth in this Resolution, and to execute any other documents and carry out such actions as are necessary or appropriate to carry out the City Council's direction as set forth herein.

Section 4. 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 declares that the City would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 5. This Resolution shall become effective immediately upon its adoption.

Section 6. The City Clerk shall certify adoption of this Resolution.

APPROVED AND ADOPTED this 23rd day of June 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 resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting on the 23rd day of June, 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

When Recorded Mail to:

The City of Fontana
City Clerk's Office
8353 Sierra Avenue
Fontana, CA 92335

EXEMPT FROM FILING FEES GOVERNMENT CODE § 6103 (Space above for Recorder's Use)

DEVELOPMENT IMPACT FEE DEFERRAL AGREEMENT

between

THE CITY OF FONTANA
a California municipal corporation

and

SA Golden Investments Inc.
a California limited liability company

[Dated as of _____ ___, 2026, for reference purposes only]

DEVELOPMENT IMPACT FEE DEFERRAL AGREEMENT

This Development Impact Fee Deferral Agreement ("Agreement") is entered into between the CITY OF FONTANA, a California municipal corporation ("City"), and SA Golden Investments Inc., a California limited liability company ("Owner"). City and Owner are sometimes individually referred to herein as a "Party" and collectively as the "Parties." This Agreement shall become effective on the date (the "Effective Date") it is fully executed by the Parties.

RECITALS

1. Owner is the fee simple owner of that certain real property located at 8423 Tamarind Avenue, Fontana, California 92335, in San Bernardino County, California, identified as Assessor's Parcel Number 0192-133-41-0000 ("Property"). The Property is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, and consists of approximately 36,400 square feet.

2. Owner, or Owner's designee, desires to develop a multi-family residential project on the Property consisting of two (2) buildings with a total of nine (9) residential units ("Project").

3. Owner has applied to the City for the permits and entitlements necessary to construct the Project.

4. In connection with approval of such permits and entitlements, the City has imposed certain development impact fees and charges (individually, an "Impact Fee," and collectively, the "Impact Fees") pursuant to the City's Municipal Code and adopted resolutions.

5. Owner has requested that the City defer the collection of certain Impact Fees imposed in connection with the Project in order to make the Project financially viable. The City has determined that the Project will benefit the community and enhance the City's economic vitality. The Impact Fees eligible for deferment are limited to those imposed directly by the City and do not include fees imposed by the County, school districts, or any other public agency.

As of the Effective Date, the aggregate amount of the Impact Fees is Three Hundred Twenty-Five Thousand Nine Dollars ($325,009.00), which shall be referred to as the "Deferred Fees."

AGREEMENT

NOW THEREFORE, IN CONSIDERATION of the above Recitals, incorporated herein by this reference, the mutual agreements and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Deferred Fees

The City agrees, subject to the terms and conditions of this Agreement, to defer payment of the Deferred Fees as set forth herein. For purposes of this Agreement, "development impact fee" shall have the meaning set forth in Chapter 21, Article V, Section 21-120 of the Fontana Municipal Code.

1.1 **Owner's Obligation.** Owner, or its successor in interest to the Property, or any portion thereof, shall be liable for the payment of the applicable development impact fees that are temporarily deferred pursuant to this Agreement. Owner will be responsible to pay the current

development impact fee rate that is in effect at the time of actual payment. Owner shall satisfy its payment obligations under this Agreement by the following means and upon the earlier of the corresponding dates:

i. Pay the principal sum of the Deferred Fees within ninety (90) days after the date of issuance of the final occupancy clearance (the "Certificate of Occupancy" or "COO") for Building, Permit Nos. BLD-25-00801, and BLD-25-00802, for the Project; or

ii. Pay the principal sum of the Deferred Fees on or before the close of escrow date if the Property or the Project is sold, but in no event shall the Deferred Fees for the Project be paid later than September 21, 2026 ("Maturity Date").

The Deferred Fees may be prepaid without penalty at any time prior to the Maturity Date.

1.2 **Late Charges and Interest.** As consideration of the City for the City granting the deferment of the Deferred Fees, the Owner shall be obligated to pay the late charges, fees and interest on any outstanding fees due. If the Deferred Fees are not paid by the Maturity Date, Owner acknowledges and agrees to pay to City:

i. a penalty of ten percent (10%) of the outstanding principal; and
ii. simple interest at a rate of ten percent (10%) per year, accruing monthly until paid following the Maturity Date.

1.3 **Notwithstanding the above provisions**, all unpaid principal and any accrued interest, charges and fees, shall be due upon the occurrence of any of the following events:

i. a sale or transfer of the Project or the Property; or
ii. the occurrence of an Event of Default under this Agreement.

Section 2. Conditions to Deferment.

The City shall defer the payment of the Impact Fees upon satisfaction of the following conditions:

i. the Owner's execution and delivery to the City of this Agreement; and
ii. the Owner's delivery of a proforma or other financial information that upon completion, the Project will have adequate value to provide payment of the Deferred Fees.

Section 3. Security.

Owner acknowledges City is under no obligation to grant a deferment of the Impact Fees due and payable upon the Project. In-lieu of the City requiring Owner to obtain a letter of credit as security for this Agreement the Parties agree that a recorded lien related to the Project shall serve as security for this Agreement. Owner hereby acknowledges and agrees that the obligation to pay the deferred development impact fees shall continue and remain an obligation of Owner, as well as (jointly and severally) any successors in interest of Owner, including, without limitation, any successor in interest to the Property or any portion of the Property. Without limiting the nature of the foregoing, any deferred development impact fees that remain unpaid following the time that they are required to be paid may be collected by the City, as a lien against the applicable portion of the Property, as a special assessment against the applicable portion of the property (collected at

the same time and in the same manner as ad valorem property taxes), or by any combination of the foregoing. Additionally, should Owner fail to pay the Deferred Fees pursuant to this Agreement, the City shall reserve the right to revoke all prior COOs issued for the Project until such time as the Deferred Fees are paid in full.

Section 4. Rights Not Granted Under Agreement.

This Agreement is not, and shall not be construed to be, an approval or an agreement to issue permits or a granting of any right or entitlement by City concerning the construction of the Project, or any other project, development or other construction by Owner within the City. This Agreement does not, and shall not be construed to, exempt Owner from paying any fees for any permits, licenses or other approvals which may be required by the City, and (other than the Deferred Fees) at the time required by the City, concerning the construction of the Project, or any other project, development or other construction by Owner within the City. This Agreement does not, and shall not be construed to, exempt Owner in any way from the requirement to obtain permits and/or other discretionary or non-discretionary approvals as may be necessary for the development, maintenance or operation of the Project, or any other project, development or other construction by Owner within the City. This Agreement does not, and shall not be construed to, exempt Owner or the Property from the application and/or exercise of City power of eminent domain, or its police powers including, but not limited to, the regulation of land uses, and the taking of any actions necessary to protect the health, safety and welfare of its citizenry.

Section 5. Default.

1.1. **Event of Default**. Each of the following events shall constitute an "Event of Default":

i. Owner fails to pay when due any principal payment or other sum due under this Agreement.

ii. Owner defaults in the performance of any other term, covenant, or agreement contained in this Agreement; or

iii. Pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors (a "Bankruptcy Law"): (A) Owner (i) commences a voluntary case or proceeding, (ii) consents to the entry of an order for relief against it in an involuntary case, (iii) applies for or consents to the appointment of a trustee, receiver, assignee, liquidator or similar official, (iv) makes an assignment for the benefit of its creditors, or (v) admits in writing its inability to pay its debts as they become due; or (B) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (i) is for relief against Owner in an involuntary case, (ii) appoints a trustee, receiver, assignee, liquidator or similar official for Owner or substantially all of Owner's assets, (iii) orders the liquidation of Owner, or (iv) issues or levies a judgment, writ, warrant of attachment or similar process against the Property or any other property of Owner, and in each case the order or decree is not released, vacated, dismissed or fully bonded within sixty (60) days after its issuance.

1.2. **Rights Upon Event of Default**. In addition to all other available legal or equitable remedies, upon an Event of Default, the City shall have the right to do any one or more of the following:

i. Revoke the COO for the Project, including revocation of previously issued COOs for other structures related to the Project; or

ii. Accelerate the Maturity Date to the date of the Event of Default.

Section 6. Cumulative Remedies.

The rights or remedies of City, as provided in this Agreement, or pursuant to any applicable laws, rules or regulations, may be pursued singly, successively, together or otherwise against the Owner, at the sole discretion of City. The City's failure to exercise any such right or remedy shall in no event be construed as a waiver or release of such rights or remedies, or of the right to exercise them at any later time.

Section 7. Indemnification.

Owner agrees to indemnify, defend and hold harmless City, its elected and appointed officials, officers, employees, contractors and agents from and against all claims, demands, causes of action, costs, damages, liabilities and obligations of any kind or nature arising out of the deferral of Impact Fees provided to Owner, the Deferred Fees, this Agreement, including, without limitation, all costs of collection, including actual attorneys' and expert witness fees.

Section 8. Prevailing Wages.

Developer is aware of the requirements of California Labor Code Sections 1720 et seq, as well as California Code of Regulations, Title 8, Section 16000 et seq ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" projects. It shall be Developer's sole obligation to determine whether, and to what extent, if any, the Prevailing Wage Laws apply to the Project. Owner shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any actual or alleged failure by Developer or its employees, agents and contractors to comply with the Prevailing Wage Laws, if applicable to the Project.

Section 9. No Set-Off Rights.

Owner understands and agrees that it shall not have any rights whatsoever to set-off against amounts due hereunder or otherwise due to the City for any amount or obligation due to Owner or claimed to be due Owner from City.

Section 10. Successors and Assigns.

Owner may not assign this Agreement, in whole or in part, without the prior written consent of City, and any attempt to make such assignment shall be null and void. This Agreement shall be binding on any and all successors and permitted assigns of the Parties.

Section 11. Governing Laws and Venue.

This Agreement shall be governed by the laws of the State of California, without regard to the conflict of laws principles. The Superior Court of the State of California in the County of San Bernardino, California, shall have exclusive jurisdiction of any litigation between City and Owner arising out of this Agreement. The Owner hereby expressly waives the provisions of any federal or state law providing for a change of venue to any other state court or to federal district court, due to any reason whatsoever, including, without implied limitation, the fact that the City (a public agency) is a Party to this Agreement, due to any diversity of citizenship between the City and the Owner, or due to the fact that a federal question may be involved. Without limiting the generality

of the foregoing, the Owner expressly waives, to the maximum legal extent, the benefit of California Code of Civil Procedure Section 394 and all other state and federal statutes and judicial decisions of similar effect.

Section 12. Notices.

All notices required to be delivered under this Agreement, or applicable law shall be delivered by personal delivery, express mail or by United States mail, certified, postage prepaid. Notices personally delivered or delivered by express mail shall be deemed received upon receipt. Notices delivered by certified mail shall be deemed received the earlier of three (3) days following deposit of such notice with the United States Postal Service or actual receipt. Notices shall be sent as follows:

To City: City of Fontana
8353 Sierra Avenue
Fontana, CA 92335
Attn: Phillip Burum, Deputy City Manager

To Owner: SA GOLDEN INVESTMENTS INC
918 S Teakwood Ave
Bloomington, CA 92316
Attn: Saber Awad, Manager

Section 13. Attorneys' Fees and Costs.

Should either party bring any action or proceeding against the other that in any way relates to or arises due to the existence of this Agreement, then the prevailing party in that action or proceeding shall be entitled to recover from the other party, in addition to all other relief to which the prevailing party may be entitled, the litigation costs and attorneys' fees, in an amount to be determined by the court. The "prevailing party" shall be determined by the court in accordance with the provisions of California Code of Civil Procedure Section 1032. Recoverable litigation costs and attorneys' fees include those incurred by the prevailing party in the enforcement of any judgment or other judicial order, and during the defense of any appeal taken from such underlying judgment or other judicial order.

Section 14. Entire Agreement.

This Agreement constitutes the entire agreement of City and Owner and supersedes all previous agreements, oral or written, on the subject matter of this Agreement.

Section 15. Modification.

This Agreement shall be amended or modified only by an Agreement in writing signed by each of the Parties.

Section 16. Headings.

Section headings contained in this Agreement are for convenience only and shall not impact the construction or interpretation of any provision.

Section 17. Further Acts.

The Parties agree to execute such additional documents and to take such further actions as are reasonably necessary to accomplish the objectives and intent of this Agreement.

Section 18. Severability.

If any provision or clause of this Agreement or any application of it to any person, firm, organization, partnership or corporation is held invalid, such invalidity shall not affect any other provision of this Agreement, and the Agreement shall be construed as if such provisions or clauses did not exist.

Section 19. Good Faith Negotiations.

The City and the Owner acknowledged that this Agreement are the product of mutual, good faith arms-length negotiations in that the City and the Owner each have been, or have had the opportunity to have been, represented by legal counsel of its own choosing in the negotiation and drafting of this Agreement. Accordingly, the rule of construction which provides that ambiguities in a document are to be construed against the drafter of that document shall have no application to either the interpretation or the enforcement of this Agreement. In any action or proceeding brought to interpret or enforce this Agreement, the trier of fact may refer to such extrinsic evidence which is not in direct conflict with any express term or provision hereof to ascertain and give effect to the intent of the Parties hereto.

Section 20. Time is of the essence.

Time is of the essence in this Agreement.

Section 21. No Third-Party Beneficiary.

This Agreement and the performance of the City's and the Owner's obligations hereunder are for the sole and exclusive benefit of the city and the Owner. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either the City or the Owner hereunder as a result of the City's or the Owner's performance or nonperformance of their respective obligations under this Agreement.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last written below.

CITY OF FONTANA

a California municipal corporation

By: _____

Acquanetta Warren, Mayor

Date: _____

SA Golden Investments Inc.

a California limited liability company

By: _____

Its: _____

Date: _____

ATTEST:

_____

Germaine Key, City Clerk

Date: _____

APPROVED AS TO FORM:
Best, Best & Krieger, LLP

By: _____

Ruben Duran, City Attorney

Date: _____

EXHIBIT "A"

Legal Description of Property -8423 Tamarind Avenue, Fontana, California 92335.

Assessor's Parcel Number 0192-133-41-0000

File #: 26-1073
Agenda #: L.

Agenda Date: 6/23/2026
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Approve a Purchase and Sale Agreement between the City of Fontana and VRP, Inc., a California Corporation, for the real property along Oleander Avenue

RECOMMENDATION:
1. Approve a Purchase and Sale Agreement between the City of Fontana and VRP, Inc., a California Corporation, for the sale of a small portion of real property along Oleander Avenue.

2. Authorize the City Manager to enter into a Purchase and Sale Agreement with VRP, Inc., a California Corporation.

COUNCIL GOALS:
- To promote economic development by pursuing business attraction, retention, and expansion.
- To promote economic development by being business friendly at all levels and striving to constantly improve the city's competitiveness.

DISCUSSION:
The City of Fontana ("City") owns a small portion of real property approximately 3,065 square feet along the west side of Oleander Avenue, more particularly described and depicted in Exhibit A. The State of California relinquished the real property to the City per Exhibit A. The City no longer needs the real property of land for street or highway purposes, and it has already been declared exempt surplus per approved Resolution No. 2024-001. The buyer previously made an unsolicited offer to purchase the real property for $7,500.00 based on an Appraisal attached to this report.

The City has negotiated a Puchase and Sales Agreement ("PSA") with VRP, Inc., a California corporation ("Buyer"), regarding the purchase of the real property along the west side of Oleander Avenue. The City desires to sell the property to Buyer under the terms set forth in the PSA.

Staff has reviewed the terms and conditions of the PSA and determined that the agreement is fair, reasonable, and in the best interest of the City and the public. Staff recommends approval of the PSA to allow the sale of the real property to proceed in accordance with the negotiated terms.

Per Resolution No. 2024-001, 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 sale of the real property will generate $7,500.00 in revenue to the City of Fontana.

MOTION:
Approve staff recommendation.

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "**Agreement**") is made and entered into as of _____, 20___ for reference purposes only, by and between The City of Fontana, a California Municipal Corporation ("**Seller**"), and VRP, Inc., a California corporation ("**Buyer**"). The date upon which both Buyer and Seller have executed this Agreement and delivered the same to one another, shall hereinafter be referred to as the "**Effective Date**".

IN CONSIDERATION of the respective agreements hereinafter set forth, Seller and Buyer hereby agree as follows:

1. Purchase and Sale of Property. Seller hereby agrees to sell "AS-IS" and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the following (collectively, the "**Property**"):

(a) That certain real property located at the intersection of the vacated Highland Avenue and Oleander Avenue, in the City of Fontana, County of San Bernardino, State of California all as more fully described in **Exhibit A** (the "**Land**"), together with all rights, privileges, easements or appurtenances to or affecting the Land (collectively, the "**Appurtenances**").

(b) Tangible Personal Property. All of Seller's right, title and interest, without warranty, in the equipment, machinery, furniture, fixtures, furnishings, supplies and other tangible personal property, all of which is inventoried on **Exhibit C** (the "**Personal Property**"), owned by Seller and now or hereafter located in and used in connection with the operation, ownership or management of the Property, specifically excluding any items of personal property owned by third parties and leased to Seller (collectively, the "**Tangible Personal Property**").

(c) Intangible Personal Property. All of Seller's right, title and interest, if any, without warranty, in all intangible personal property related to the Real Property and the Improvements, including, without limitation, all to the extent assignable: the plans and specifications and other architectural and engineering drawings for the improvements, if any; warranties, if any; contract rights related to the construction, operation or management of the Property, if any (collectively, the "**Service Contracts**") (but Seller's right, title and interest therein shall only be assigned to the extent Seller's obligations thereunder are expressly assumed by Buyer pursuant to this Agreement); and governmental permits, approvals and licenses, if any (collectively, the "**Intangible Personal Property**").

2. Purchase Price.

(a) The purchase price for the Property ("**Purchase Price**") shall be Seven Thousand, five hundred Dollars ($7,500.00).

(b) The Purchase Price shall be paid as follows:

(i) Within three (3) days following the Effective Date, Seller and Buyer shall open an escrow in connection herewith ("**Escrow**") at Bennett Escrow ("**Escrow Holder**"), and Buyer shall deposit into Escrow the amount of Three hundred and Seventy-five Dollars [5% of Purchase Price] ($375.00) ("**Initial Deposit**") in cash or other immediately available funds.

(ii) The Initial Deposit shall be held by Escrow Holder in an interest-bearing account for the benefit of Buyer in accordance with this Agreement. Notwithstanding anything herein to the contrary, One Hundred Dollars ($100.00) of the Initial Deposit (the "**Independent Consideration**") shall not be refundable to Buyer, but shall represent consideration for this Agreement and shall be paid to Seller. The Independent Consideration shall be paid to Seller within 3 days of the Effective Date. The Independent Consideration shall serve as consideration for the granting of the time periods herein contained for Buyer to exercise Buyer's right to satisfy and approve all of Buyer's conditions herein contained.

(iii) Within two (2) days following the expiration of the Feasibility Period, and if this Agreement is not earlier terminated, Buyer shall deposit into Escrow the additional amount of Three hundred and Seventy-five Dollars [5%-10% of Purchase Price] ($375.00) (the "**Second Deposit**"). Together, the First and Second Deposit, and Extension Deposit, if any, shall be referred to as the "**Deposits.**'

(iv) The Deposits (less the Independent Consideration) are referred to herein from time to time as the "**Earnest Money**." The Earnest Money shall be held by Escrow Holder in an interest-bearing account for the benefit of Buyer in accordance with this Agreement.

(v) If the Closing (as defined herein) as contemplated hereunder should occur, then the Earnest Money will be paid by the Escrow Holder to Seller at the Closing, and the Earnest Money and any interest accrued thereon will be credited against the Purchase Price payable by Buyer to Seller at the Closing.

(vi) If this Agreement is not terminated prior to the expiration of the Feasibility Period, the Earnest Money and any interest accrued thereon shall be nonrefundable to Buyer, except that if this Agreement is terminated prior to the Closing due to Seller's default or the failure of any of the Conditions Precedent (as defined herein) or as expressly set forth herein, then the Earnest Money together with any interest accrued thereon shall be returned to Buyer. The Earnest Money together with all interest accrued thereon shall be applied to the Purchase Price at the Closing.

(vii) On or before the Closing, if this Agreement has not been earlier terminated, Buyer shall deposit into Escrow cash or other immediately available funds in the amount of the balance of the Purchase Price, less any credits due Buyer hereunder (the "**Closing Amount**"). The Closing Amount shall be applied towards the Purchase Price at the Closing.

3. Title to the Property. At the Closing, Seller shall cause to be conveyed to Buyer fee simple title to the Property by duly executed and acknowledged grant deed substantially in the form attached hereto as **Exhibit B** and incorporated herein by this reference (the "**Deed**") as well as a duly executed Bill of Sale for the Personal Property, if any. As used in this Agreement, Closing (the "**Closing**") shall be deemed to occur upon the recording of the Deed. Evidence of

delivery of fee simple title shall be the issuance by Escrow Holder to Buyer of an ALTA standard coverage owner's policy of title insurance in the amount of the Purchase Price, insuring fee simple title to the Property in Buyer, subject only to such exceptions as Buyer shall have approved as provided below (the "**Title Policy**"). The Title Policy shall provide full coverage against mechanics' and materialmen's liens and shall contain such special endorsements as Buyer may reasonably require, including, without limitation, any endorsements required as a condition to Buyer's approval of any title exceptions (the "**Endorsements**"). Within five (5) business days following the opening of Escrow, Seller shall order the issuance of a preliminary title report with respect to the Property, together with copies of all underlying documents referenced therein and a map containing a plotting of all easements capable of being plotted (collectively, the "**Preliminary Report**"), to be prepared by the Escrow Holder and delivered to Buyer. No later than thirty (30) business days after receipt of the Preliminary Report, Buyer shall give written notice to Seller of any items contained in the Preliminary Report which Buyer disapproves ("**Buyer's Disapproval Notice**"). Failure of Buyer to notify Seller of Buyer's disapproval of all or any item on the Preliminary Report shall be deemed to be an approval by Buyer of such item(s). In any event, Seller covenants to remove as exceptions to title prior to the Closing, any mortgages, deeds of trust, and other monetary encumbrances (collectively, "**Disapproved Liens**") shown on the Preliminary Report except for real property taxes not delinquent. Seller shall notify Buyer no later than five (5) business days after receipt of Buyer's Disapproval Notice whether it elects to remove such other items disapproved by Buyer. If by the expiration of the Feasibility Period, there remain exceptions to title which have not been modified to the satisfaction of Buyer and/or removed prior to the Closing Date, then Buyer may elect to do either of the following by the expiration of the Feasibility Period: (i) accept such exceptions and proceed to take title to the Real Property subject to such exception(s); or (ii) this Agreement may be terminated in accordance with Section 4(b). In the event Buyer elects to terminate this Agreement pursuant to this Section 3, neither party shall have any further obligations to the other hereunder (except under provisions of this Agreement which specifically state that they survive termination).

4. Feasibility.

(a) From and after the Effective Date until the Closing or earlier termination of this Agreement, Seller shall afford authorized representatives of Buyer access to the Property, upon reasonable prior notice to Seller, and so long as such access does not unreasonably interfere with the conduct of business on or use of the Property, for purposes of conducting such physical inspections and investigations of the Property as Buyer deems necessary (the "**Inspections**"). Seller's representative shall be present with Buyer or Buyer's representative for any access to the Property. The Inspections and investigations may include, without limitation, (i) a review of existing zoning, entitlement, planning or similar issues applicable to the Property; (ii) a review of the physical condition of the Property and the systems serving the Property; (iii) a review of the environmental condition of the Property, including a Phase I environmental site assessment and any proposal regarding a Phase II environmental site assessment. Buyer agrees not to conduct or cause to be conducted a Phase II environmental site assessment without the prior written consent of Seller. Buyer's Inspections and investigations shall be governed by Section 14.

(b) As used herein, the term ("**Feasibility Period**") shall refer to a period of time to expire at 5:00 p.m., California time, on the forty-fifth (45th) calendar day following the Effective Date; provided, however, that if the 45th day is a Saturday, Sunday or holiday on which

banking institutions are closed in the State of California, then the Feasibility Period shall expire on the following business day. Buyer may elect, by written notice to Seller at any time prior to the expiration of the Feasibility Period, to terminate this Agreement, which election shall be in Buyer's sole and absolute discretion. If Buyer desires to terminate this Agreement pursuant to this Section 4(b) then before the expiration of the Feasibility Period, Buyer shall deliver written notice to Seller of Buyer's election to terminate (the "**Buyer's Notice to Terminate**"). If Buyer desires to proceed with the purchase of the Property subject to the remaining conditions set forth in this Agreement, then on or before the expiration of the Feasibility Period, Buyer shall deliver written notice to Seller of such election to proceed (the "**Buyer's Notice to Proceed**"), electing to waive Buyer's right of termination pursuant to this Section 4(b) and proceed with the Closing subject to the remaining conditions set forth in this Agreement. If Buyer fails to deliver either Buyer's Notice to Terminate or Buyer's Notice to Proceed to Seller prior to the expiration of the Feasibility Period, then Buyer shall be deemed to have elected to proceed with this Agreement and the Closing. In the event of the termination of this Agreement pursuant to this Section 4(b), neither party shall have any further obligations to the other hereunder (except under provisions of this Agreement which specifically state that they survive termination).

(c) In the event Buyer elects to terminate this Agreement pursuant to Section 4(b), or if Closing does not occur for any reason, Buyer shall return all Seller's Deliveries to Seller. Buyer further agrees that prior to Closing, Buyer shall provide Seller with copies of all studies, reports, appraisals and other materials commissioned by or prepared for Buyer relating to or regarding the Property ("**Buyer's Reports**"), at no cost to Seller.

5. Conditions to Seller's Obligations. Seller's obligations hereunder, including, but not limited to, its obligation to consummate the purchase transaction provided for herein, are subject to the satisfaction of each of the following conditions, each of which is for the sole benefit of Seller and may be waived by Seller in writing in Seller's sole and absolute discretion:

(a) Buyer shall not be in default under this Agreement.

(b) Each representation and warranty made in this Agreement by Buyer shall be true and correct in all material respects at the time as of which the same is made and as of the Close of Escrow.

6. Conditions Precedent to Closing. The following are conditions precedent to Buyer's obligation to purchase the Property (the "**Conditions Precedent**"). The Conditions Precedent are intended solely for the benefit of Buyer and may be waived only by Buyer in writing in Buyer's sole and absolute discretion. In the event any Condition Precedent is not satisfied, Buyer may, in its sole and absolute discretion, terminate this Agreement, subject to the provisions of Section 8.

(a) Buyer's inspection, review and approval, within the Feasibility Period, of all of the following:

(i) The physical characteristics and condition of the Property (including without limitation the condition of the soils);

(ii) Seller's Deliveries; and,

(b) Escrow Holder shall be unconditionally committed to issue the Title Policy to Buyer upon the Closing in the form and with such exceptions and endorsements as have been approved, or are deemed approved, by Buyer as provided in Section 3 above.

(c) Seller shall have complied with all of Seller's duties and obligations contained in this Agreement and all of Seller's representations and warranties contained in or made pursuant to this Agreement shall have been true and correct when made and shall be true and correct as of the Closing Date.

7. LIQUIDATED DAMAGES. IF THE SALE OF THE PROPERTY PURSUANT TO THIS AGREEMENT IS NOT CONSUMMATED SOLELY BECAUSE OF A DEFAULT UNDER THIS AGREEMENT ON THE PART OF BUYER, THE INITIAL DEPOSIT, THE SECOND DEPOSIT AND ANY EXTENSION DEPOSIT (THE "**DEPOSITS**"), AND ALL BUYER'S REPORTS, SHALL BE RETAINED BY SELLER AS LIQUIDATED DAMAGES. THE PARTIES HAVE AGREED THAT SELLER'S ACTUAL DAMAGES, IN THE EVENT OF A DEFAULT BY BUYER, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE EARNEST MONEY AND BUYER'S REPORTS HAVE BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES AND AS SELLER'S SOLE AND EXCLUSIVE REMEDY AGAINST BUYER, AT LAW OR IN EQUITY, IN THE EVENT OF A DEFAULT UNDER THIS AGREEMENT ON THE PART OF BUYER. UPON THE OCCURRENCE OF ANY SUCH DEFAULT BY BUYER, BUYER SHALL DELIVER WITHIN 2 BUSINESS DAYS OF SELLER'S REQUEST ALL BUYER'S REPORTS AND APPROPRIATE DOCUMENTS ASSIGNING SAME TO SELLER. SELLER HEREBY WAIVES ANY AND ALL BENEFITS IT MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 3389. FURTHERMORE, THE PAYMENT AND RETENTION OF SUCH EARNEST MONEY AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 AND 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. UPON BUYER'S DEFAULT, SELLER MAY INSTRUCT ESCROW HOLDER TO CANCEL THE ESCROW, AND PROMPTLY UPON RECEIPT OF SAID INSTRUCTIONS, ESCROW HOLDER SHALL (i) CANCEL THE ESCROW, (ii) PAY ALL OF ESCROW HOLDER'S CHARGES FROM THE EARNEST MONEY, AND (iii) DISBURSE TO SELLER THE EARNEST MONEY PURSUANT TO THIS SECTION 8.

INITIALS: Seller _____ Buyer _____

8. Escrow; Closing, Prorations.

(a) Upon mutual execution of this Agreement, the parties hereto shall deposit an executed counterpart of this Agreement with Escrow Holder and this Agreement shall serve as instructions to Escrow Holder for consummation of the purchase contemplated hereby. Seller and Buyer shall execute such supplemental Escrow instructions as may be appropriate to enable Escrow Holder to comply with the terms of this Agreement, provided such supplemental Escrow instructions are not in conflict with this Agreement as it may be amended in writing from time to

time. In the event of any conflict between the provisions of this Agreement and any supplementary Escrow instructions signed by Buyer and Seller, the terms of this Agreement shall control.

(b) The Closing shall take place (the "**Closing Date**") on or before the date that is fifteen (15) days following the expiration of the Feasibility Period or as may be extended as provided below.

(c) [Buyer shall have the option to extend the Closing Date for one period of fifteen (15) days ("**Extension Period**"), exercisable by written notice of the Extension Period (the "**Extension Notice**") delivered to Seller and Escrow Holder not later than five (5) days prior to the previously scheduled Closing Date, together with an additional deposit of [Five Thousand Dollars ($5,000.00)] (the "**Extension Deposit**"). The Extension Deposit shall be immediately released to Seller upon receipt by Escrow Holder and shall not be applicable to the Purchase Price, and shall be nonrefundable to Buyer except in the event of Seller's default hereunder.]

(d) At or before the Closing, Seller shall deliver to Escrow Holder or Buyer the following:

(i) the duly executed and acknowledged Grant Deed for the Property and the duly executed Bill of Sale;

(ii) a duly executed affidavit that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986 in the form attached as **Exhibit D** and incorporated herein by this reference together with a duly executed non-foreign person affidavit and evidence that Seller is exempt from the withholding obligations imposed by California Revenue and Taxation Code Sections 18805, 18815, and 26131;

(iii) evidence reasonably acceptable to Escrow Holder that the documents delivered by Seller have been duly authorized and executed on behalf of Seller and constitute valid and binding obligations of Seller.

(iv) any other documents which the Escrow Holder may reasonably require from Seller in order to close Escrow which do not increase Seller's liability or obligations hereunder;

(v) a closing statement in form and content satisfactory to Buyer and Seller (the "**Closing Statement**") duly executed by Seller; and

(vi) any other instruments, records or correspondence called for hereunder which have not previously been delivered.

(e) At or before the Closing, Buyer shall deliver to Escrow Holder or Seller the following:

(i) the Closing Statement, duly executed by Buyer;

(ii) the Closing Amount; and

(iii) evidence reasonably acceptable to Escrow Holder that the documents delivered by Buyer have been duly authorized and executed on behalf of Buyer and constitute valid and binding obligations of Buyer.

(f) Seller and Buyer shall each deposit such other instruments as are reasonably required by Escrow Holder or otherwise required to close the Escrow and consummate the purchase of the Property in accordance with the terms hereof.

(g) The following are to be paid by Buyer or Seller or apportioned as of the Closing Date, as follows:

(i) General real property taxes for the year in which Closing occurs together with assessments, property operating expenses, utilities and other recurring costs relating to the Property shall be apportioned as of the Closing Date on the basis of a thirty (30)-day month.

(ii) Costs and expenses of Escrow incurred in this transaction shall be paid as follows:

(1) Seller shall pay all sales, use and documentary transfer taxes (except as provided in Subparagraph (ii)(4) below);

(2) Seller shall pay the premium for a standard ALTA coverage owner's policy of title insurance; Buyer shall pay the premium for any extended ALTA coverage if desired;

(3) Seller and Buyer shall each pay one-half (1/2) of the Escrow fees, recording fees and related expenses;

(4) Seller and Buyer shall each pay one-half (1/2) of any city or county transfer taxes due;

(5) all other costs of escrow shall be paid equally by Buyer and Seller.

(iii) The provisions of this Subparagraph (g) shall survive the Closing.

9. Representations, Warranties and Covenants of Seller. As of the date hereof and again as of Closing, Seller represent and warrants to Buyer as follows:

(a) Seller is duly organized, validly existing and in good standing under the laws of the State of California. This Agreement and all documents executed by Seller which are to be delivered to Buyer at the Closing are and at the time of Closing will be duly authorized, executed and delivered by Seller, are and at the time of Closing will be legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms. Seller has obtained all necessary authorizations, approvals and consents to the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(b) No Action. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending against Seller, nor are any such proceedings contemplated by Seller;

(c) No Representations as to Property. There are no representations, agreements, arrangements, or circumstances, oral or written, between the parties relating to the subject matter contained in this Agreement that are not fully expressed in the Agreement, and Seller has not made and does not make any representation or warranty concerning any matter or thing affecting or relating to the Property, including but not limited to its fitness for a particular use, its physical condition or any other matter; and

(d) Sale "AS-IS". Subject to Seller's representations and warranties contained herein, Buyer's election to purchase the Property will be based upon and will constitute evidence of Buyer's independent investigation of the Property, its use, development potential and suitability for Buyer's intended use, including (without limitation) the following: the feasibility of developing the Property for the purposes intended by Buyer and the conditions of approval for any subdivision map; the size and dimensions of the Property; the availability, cost and adequacy of water, sewerage and any utilities serving or required to serve the Property; the presence and adequacy of current or required infrastructure or other improvements on, near or affecting the Property; any surface, soil, subsoil, fill or other physical conditions of or affecting the Property, such as climate, geological, drainage, air, water or mineral conditions; the condition of title to the Property; the existence of governmental laws, statutes, rules, regulations, ordinances, limitations, restrictions or requirements concerning the use, density, location or suitability of the Property for any existing or proposed development thereof including but not limited to zoning, building, subdivision, environmental or other such regulations; the necessity or availability of any general or specific plan amendments, rezoning, zoning variances, conditional use permits, building permits, environmental impact reports, parcel or subdivision maps and public reports, requirements of any improvement agreements; requirements of the California Subdivision Map Act, and any other governmental permits, approvals or acts (collectively "**Permits**"); the necessity or existence of any dedications, taxes, fees, charges, costs or assessments which may be imposed in connection with any governmental regulations or the obtaining of any required Permits; the presence of endangered plant or animal species upon the Property; and all of the matters concerning the condition, use, development or sale of the Property. Seller will not be liable for any loss, damage, injury or claim to any person or property arising from or caused by the development of the Property by Buyer.

Except with respect to a default by Seller hereunder (including a breach of Seller's warranties and representations), Buyer at the Close of Escrow expressly waives its rights granted under California Civil Code Section 1542, which provides as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Buyer's Initials: _____ Seller's Initials: _____.

10. Representations, Warranties and Covenants of Buyer. Buyer hereby represents and warrants to Seller as follows:

(a) Buyer is a Limited Liability Company, duly organized, validly existing and in good standing under the laws of California [and qualified to do business in California]. This Agreement and all documents executed by Buyer which are to be delivered to Seller at the Closing are and at the time of Closing will be duly authorized, executed and delivered by Buyer, are and at the time of Closing will be legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, and do not and at the time of Closing will not violate any provision of any agreement or judicial order to which Buyer is subject. Buyer has obtained all necessary authorizations, approvals and consents to the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(b) Buyer warrants that Buyer is a sophisticated owner and buyer of real property, familiar and experienced with requirements for the development of real property. Buyer has examined the Property or will have done so by Closing, is or will be familiar with its physical condition, and accepts the Property in an "AS-IS" condition.

(c) Buyer has conducted or will conduct an independent investigation with respect to zoning and subdivision laws, ordinances, resolutions, and regulations of all governmental authorities having jurisdiction over the Property, and the use and improvement of the Property and is, or at Closing will be, satisfied with the results of such investigation.

(d) The Property is being sold "AS-IS" and with all faults.

11. Environmental Matters/Release. As used in this Agreement, "**Hazardous Materials**" includes petroleum, asbestos, radioactive materials or substances defined as "'hazardous substances," "hazardous materials" or "toxic substances" (or words of similar import) in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), and under the applicable laws of California. Buyer must rely on its own investigation and not on any representation by Seller regarding Hazardous Materials. Buyer shall rely solely upon its own investigation and inspection of the Property and the improvements thereon and upon the aid and advice of Buyer's independent expert(s) in purchasing the Property, and shall take title to the Property without any warranty, express or implied, by Seller or any employee or agent of Seller. Seller makes no representations regarding Hazardous Materials in, on or under the Property. Seller's knowledge and disclosures regarding Hazardous Materials are limited to the contents of Seller's Deliveries.

Accordingly, Buyer hereby expressly waives and relinquishes any and all rights and remedies Buyer may now or hereafter have against Seller, whether known or unknown, with respect to any past present, or future presence of Hazardous Materials on, under or about the Property or with respect to any past, present or future violations of any rules, regulations or laws, now or hereinafter enacted, regulating or governing use, handling, storage or disposable of Hazardous Materials, including, without limitation (i) any and all remedies Buyer may now or hereafter have under the Comprehensive Environmental Response Compensation and Liability

Act of 1980 ("**CERCLA**"), as amended, and any similar law, rule or regulation, (ii) any and all rights Buyer may now or hereafter have against Seller under the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code, Section 25300 et seq.), as amended and any similar law, rule or regulation, and (iii) any and all claims, whether known or unknown, now or hereafter existing, with respect to the Property under Section 107 of CERCLA (42 U.S. C.A. § 9607).

BUYER HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 ("SECTION 1542"), WHICH IS SET FORTH BELOW

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR"

BY INITIALING BELOW, BUYER HEREBY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES.

_____
(Buyer's Initials)

12. Continuation and Survival. All representations, warranties and covenants by the respective parties contained herein or made in writing pursuant to this Agreement are intended to and shall be deemed made as of the date of this Agreement or such writing and again at the Closing, shall be deemed to be material, and unless expressly provided to the contrary shall survive the execution and delivery of this Agreement, the Deed and the Closing.

13. Indemnity.

Buyer agrees to indemnify Seller and the Property against, and to hold and save Seller and the Property harmless from, all claims, demands, suits, actions, damages, obligations, liabilities, losses, costs and expenses, including but not limited to attorneys' fees and court costs, as a result of the Inspections; provided, however, that Buyer will not be obligated to indemnify Seller with respect to its own negligence. The foregoing indemnity shall survive termination of this Agreement. Buyer shall not suffer or permit any mechanic's or materialmen's or other lien to stand against the Property in connection with any labor, materials or services furnished or claimed to have been furnished by or on behalf of Buyer in connection with or as a result of any Inspections. If any such lien shall be filed against the Property, Buyer shall cause such lien to be discharged or bonded within thirty (30) days after such filing. Following any Inspections Buyer shall restore the Property to substantially its physical condition as existed prior to such inspection (except for any changes to the Property caused by Seller, or its agents or employees). Prior to any entry on the

Property Buyer or its consultant shall at its sole cost obtain a policy of liability insurance with a combined single limit in an amount not less than One Million Dollars ($1,000,000); Seller shall each be named an additional insured on said policy; and Buyer or its consultants shall furnish to Seller a certificate of insurance confirming such coverage.

14. Condemnation.

(a) In the event a governmental entity commences eminent domain proceedings to take any portion of the Property after the date hereof and prior to the Closing, then Buyer shall have the option to terminate this Agreement by written notice to Seller within ten (10) business days after Buyer first learns of such commencement. In the event of any such termination, the Earnest Money, together with all interest, shall be returned to Buyer. Buyer and Seller shall each be liable for one-half of any escrow fees or charges, and neither party shall have any further liability or obligation under this Agreement.

(b) In the event a governmental entity commences eminent domain proceedings to take any part of the Property after the date hereof and prior to the Closing and this Agreement is not terminated pursuant to Section 15(a), then the Closing shall occur as scheduled notwithstanding such proceeding; provided, however, that Seller's interest in all awards arising out of such proceedings (except for any award attributable to the loss of Seller's business or income, Seller's personal property, or the property of any tenant of the Property) shall be assigned to Buyer as of the Closing or credited to Buyer if previously received by Seller. Seller's obligations pursuant to this Section 15(b) shall survive the Closing.

15. Possession. Possession of the Property shall be delivered to Buyer on the Closing Date free of any occupant or property not being conveyed to Buyer as provided hereunder.

16. Seller's Cooperation with Buyer. At no cost to Seller, Seller shall cooperate and do all acts as may be reasonably required or requested by Buyer, at no additional cost to Seller, with regard to the fulfillment of any Condition Precedent. Seller hereby authorizes Buyer and its agents to make all inquiries with and applications to any third party, including any governmental authority, as Buyer may reasonably require to complete its due diligence and satisfy the Conditions Precedent.

17. Brokers and Finders. Seller not employed any firm of as its broker ("**Seller's Broker**") in connection with the purchase and sale of the Property. Seller shall be solely responsible, pursuant to separate agreement, for any payment, fee or commission owing to a Seller's Broker, if any, in connection with the purchase and sale of the Property in accordance with this Agreement. Each party agrees that neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any real estate broker or other person who can claim a right to a commission or finder's fee in connection with the sale contemplated herein. In the event that any such broker or finder claims a commission or finder's fee based upon any contact, dealings or communication, the party through whom the broker or finder makes its claim shall be responsible for said commission or fee and all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by the other party in defending against the same. The party through whom any such other broker or finder makes a claim shall hold harmless, indemnify and defend the other party hereto, its successors and

assigns, agents, employees, officers and directors, and the Property from and against any and all obligations, liabilities, claims, demands, liens, encumbrances and losses (including, without limitation, attorneys' fees), arising out of, based on, or incurred as a result of such claim. The provisions of this Section 18 shall survive the Closing or termination of this Agreement.

18. Professional Fees. In the event legal action is commenced to enforce or interpret any of the terms or provisions of this Agreement, the prevailing party in such action shall be entitled to an award of reasonable attorney's fees and costs incurred in connection with the prosecution or defense of said action. In addition, the prevailing party shall be entitled to recover any actual accounting, engineering or other professional fees reasonably incurred in said action or proceeding.

19. Publicity and Confidentiality. Buyer acknowledges that Seller is a public entity and that this Agreement shall be a matter of public record and available to the public under the Public Records Act. Notwithstanding the foregoing, Buyer agrees to not make any public announcements regarding the Property prior to Closing.

20. Miscellaneous.

(a) Notices. Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon (i) hand delivery, (ii) one business day after being deposited with Federal Express or another reliable overnight courier service for next day delivery, (iii) upon facsimile transmission (except that if the date of such transmission is not a business day or if such transmission is made after 5:00 p.m. on a business day, then such notice shall be deemed to be given on the first business day following such transmission), (iv) one business day after transmission by email; or (v) two business days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows (or such other address as either party may from time to time specify in writing to the other in accordance herewith):

If to Seller: City of Fontana
Attn: City Manager
8353 Sierra Ave
Fontana, CA 92335

With a copy to: Best Best & Krieger LLP
Attn: Matthew Cody
1333 N. California Blvd., Suite 220
Walnut Creek, CA 94596
Phone: (925) 482-3123
E-Mail: Matthew.Cody@bbklaw.com

If to Buyer: VRP, Inc.
Attn: Frank Rusich, President
Phone: (909) 350-2700
Email frusich@msn.com

With a copy to: VRP, Inc.
Attn: Tom Rusich, CFO
Phone: (909) 350-2700
Email tomrusich@gmail.com

To Escrow Holder: Bennett Escrow
Attn: Janine Bennett
Phone: (909) 421-2112
Email janine@bennettescrow.com

(b) Successors and Assigns. Buyer shall have the right to assign this Agreement to any entity controlling, controlled by or under common control with Buyer without Seller's consent or approval, and otherwise Buyer shall have the right to assign this Agreement to any entity subject to Seller's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed. Any such assignee shall assume all obligations of Buyer hereunder; however, Buyer shall remain liable for all obligations hereunder. Seller shall have the right to assign this Agreement. Except as otherwise permitted by this paragraph, neither this Agreement nor the rights of either party hereunder may be assigned by either party. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns.

(c) Amendments. This Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(e) Construction. Headings at the beginning of each Section and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to Sections and subparagraphs are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.

(f) No Joint Venture. This Agreement shall not create a partnership or joint venture relationship between Buyer and Seller.

(g) Section 1031 Exchange. Seller and Buyer acknowledge and agree that the purchase and sale of the Property may be part of a tax-free exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, for Buyer. Each party hereby agrees to take all reasonable steps on or before the Closing Date to facilitate such exchange if requested by Buyer, provided that (i) Seller shall not be required to acquire any substitute property, (ii) such exchange shall not affect the representations, warranties, liabilities and obligations of the parties to each other under this Agreement, (iii) Seller shall not incur any additional cost, expense or liability in connection with such exchange (other than expenses of reviewing and executing documents required in connection with such exchange), and (iv) no dates in this Agreement will be extended as a result thereof. Notwithstanding anything to the contrary contained in the foregoing, if Buyer

so elects to close the acquisition of the Property as an exchange, then (A) Buyer, at its sole option, may delegate its obligations to acquire the Property under this Agreement, and may assign its rights to receive the Property from Seller, to an Intermediary or to an exchange accommodation titleholder, as the case may be; (B) such delegation and assignment shall in no way reduce, modify or otherwise affect the obligations of Buyer pursuant to this Agreement; (C) Buyer shall remain fully liable for its obligations under this Agreement as if such delegation and assignment shall not have taken place; (D) Intermediary or exchange accommodation titleholder, as the case may be, shall have no liability to Seller; and (E) the closing of the acquisition of the Property by Buyer or the exchange accommodation titleholder, as the case may be, shall be undertaken by direct deed from Seller (or, if applicable, from other affiliates of Seller whom Seller will cause to execute such deeds) to Buyer (or to exchange accommodation titleholder, as the case may be).

(h) Merger of Prior Agreements. This Agreement and the exhibits attached hereto constitute the entire agreement between the parties and supersede all prior agreements and understandings between the parties relating to the subject matter hereof, including without limitation, any letters of intent previously executed or submitted by either or both of the parties hereto, which shall be of no further force or effect upon execution of this Agreement.

(i) Time of the Essence. Time is of the essence of this Agreement. As used in this Agreement, a "business day" shall mean a day which is not a Saturday, Sunday or recognized federal or state holiday. If the last date for performance by either party under this Agreement occurs on a day which is not a business day, than the last date for such performance shall be extended to the next occurring business day.

(j) Severability. If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

(k) Further Assurances. Each of the parties shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties.

(l) Exhibits. All exhibits attached hereto and referred to herein are incorporated herein as though set forth at length.

(m) Captions. The captions appearing at the commencement of the sections and paragraphs hereof are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the section at the head of which it appears, the section and paragraph and not such caption shall control and govern in the construction of this Agreement.

(n) No Obligation To Third Parties. Execution and delivery of this Agreement shall not be deemed to confer any rights upon, directly, indirectly or by way of subrogation, nor obligate either of the parties hereto to, any person or entity other than each other.

(o) Waiver. The waiver by any party to this Agreement of the breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach, whether of the same or another provision of this Agreement.

(p) Interpretation. This Agreement has been negotiated at arm's length and between persons (or their representatives) sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law (including California Civil Code § 1654 and any successor statute) or legal decision that would require interpretation of any ambiguities against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties and this Agreement.

(q) Counterparts/Facsimile/.PDF Signatures. This Agreement may be executed in counterparts and when so executed by the Parties, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument that shall be binding upon the Parties, notwithstanding that the Parties may not be signatories to the same counterpart or counterparts. The Parties may integrate their respective counterparts by attaching the signature pages of each separate counterpart to a single counterpart. In order to expedite the transaction contemplated herein, facsimile or .pdf signatures may be used in place of original signatures on this Agreement. Seller and Buyer intend to be bound by the signatures on the facsimile or .pdf document, are aware that the other party will rely on the facsimile or .pdf signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

SELLER:

CITY OF FONTANA, a California Municipal Corporation

By:_____

Name: Matthew Ballantyne

Its: City Manager

Date: _____

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

Date:_____

BUYER:

_____

By:_____

Name: Frank Rusich, President

VRP, Inc., a California Corporation

Date: _____

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

FORM OF DEED

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO, AND
MAIL TAX STATEMENTS TO:

[buyer address or attorney]

A.P.N.: _____ (Space Above Line for Recorder's Use Only)

The Undersigned Grantor(s) Declare(s):
DOCUMENTARY TRANSFER TAX $_____; CITY TRANSFER TAX $_____; SURVEY MONUMENT FEE $ _____
[ ] computed on the consideration or full value of property conveyed, OR
[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[ ] unincorporated area; [ ] City of _____, and

GRANT DEED

[NOTE- IF SELLER IS PUBLIC ENTITY NO EXEMPTION FOR RECORDING FEES (AS SHOWN HERE); IF BUYER IS PUBLIC ENTITY RECORDING FEES AND TRANSFER TAX EXEMPT AND SUCH EXEMPTION/CODE CITE MUST BE MADE ON DEED FOR RECORDING OFFICE]

FOR VALUE RECEIVED, _____ ("**Grantor**"), grants to _____ ("**Grantee**"), all that certain real property situated in the County of _____, State of California, described on Schedule 1 attached hereto and by this reference incorporated herein (the "**Property**").

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of _____, 20__.

GRANTOR:

_____

By:_____

Name: _____

Its: _____

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, a Notary Public, personally appeared _____, 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 _____ (Seal)

EXHIBIT C

PERSONAL PROPERTY

No personal property is located at the Property.

EXHIBIT D

TRANSFEROR'S CERTIFICATION OF NON-FOREIGN STATUS

This form is provided so that the Buyer and/or Seller in this transaction can certify compliance with the Foreign Investment in Real Property Tax Act to the Escrow Agent and/or Buyer. Buyer ("**Transferee**") must retain a copy of this document until after the fifth taxable year following the transfer.

Section 1445 of the Internal Revenue Code of 1986, as amended ("**Code**") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform Transferee that withholding of tax is not required upon the disposition of a U.S. real property interest, the undersigned hereby certifies the following on behalf of _____ ("**Transferor**"):

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust, foreign estate or foreign person (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder).

2. The Transferor is not a disregarded entity as defined in Income Tax Regulation Section 1.1445-2(b)(2)(iii).

3. The Transferor's U.S. employer or tax identification number is _____.

4. The Transferor's office address is

The Transferor understands that this Certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

Date:_____, 20__

TRANSFEROR:

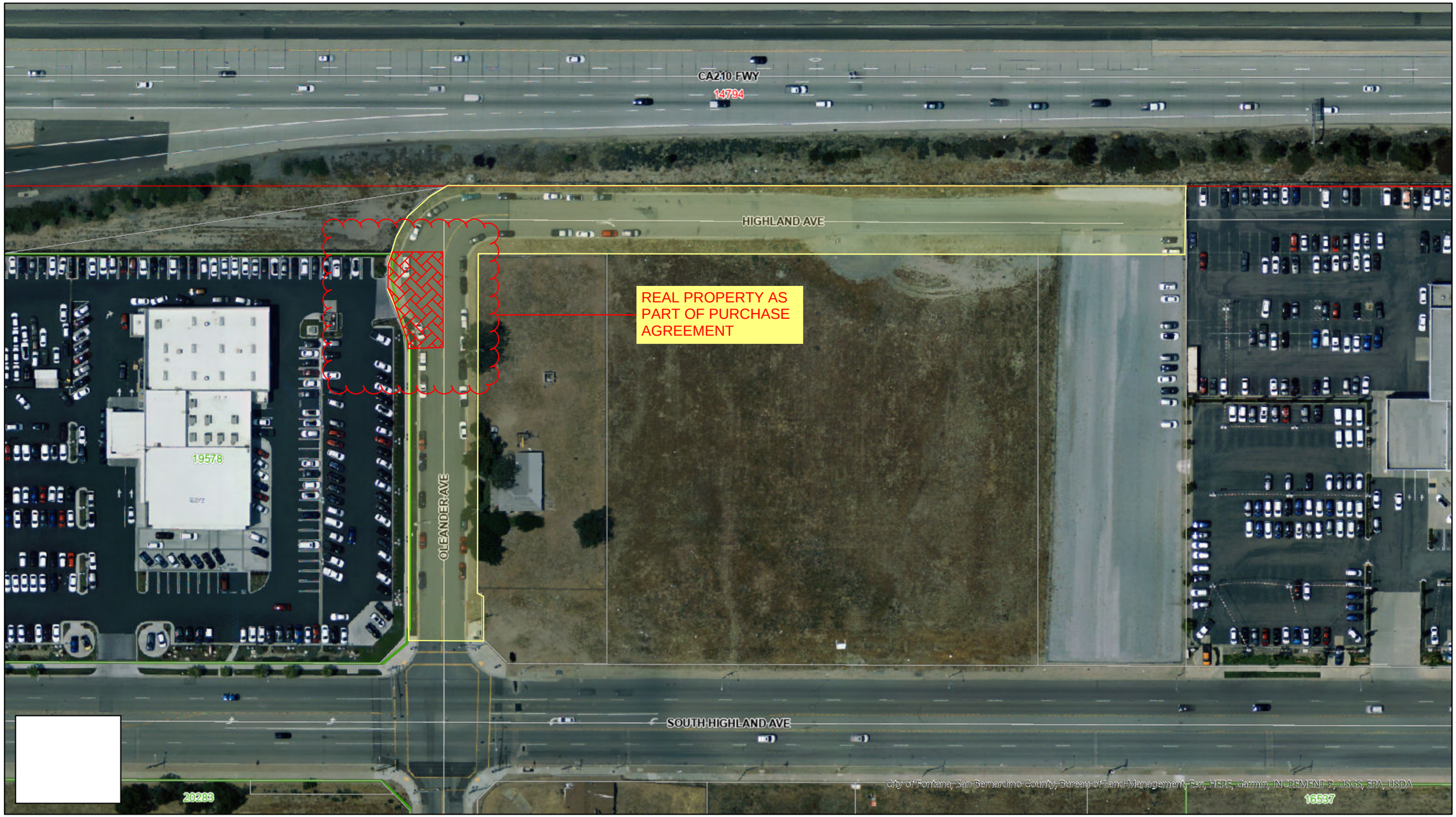
_____

By:_____

Name: _____

Its: _____

Vicinity Map



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6/9/2026
City of Fontana
This information provided "as is" without wa

DocuSign Envelope ID: F1A6B1F6-E5A2-470E-914A-D0BD5F821511

RESOLUTION NO. 2024-001

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA DECLARING PURSUANT TO GOVERNMENT CODE SECTION 54221 THAT REAL PROPERTY OWNED BY THE AGENCY LOCATED AS SHOWN ON THE ATTACHED LEGAL DESCRIPTION, LOCATED ON OLEANDER AVENUE, 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 "Agency" or the "City") is the owner in fee simple of that certain real property described in Exhibit "A", attached and incorporated herein, which property is approximately 3065 square feet in size and is located on Oleander Avenue in the City of Fontana ("Property"); and

WHEREAS, the Property is less than one half-acre in area and is not contiguous to land owned by the City that is used for open-space or low- and moderate-income housing purposes; and

WHEREAS, the Property, at the time of the conveyance, will be a former street, right-of-way, or easement, and is to be conveyed to the owner of adjacent land provided that the City vacates that portion of Oleander Avenue prior to the conveyance; and

WHEREAS, the City no longer has any use for the Property and it is not part of the City's General Plan Community Mobility and Circulation Element; and

WHEREAS, the Surplus Land Act, Government Code sections 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 Agency 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 Agency's use; and

WHEREAS, the Act exempts certain surplus land from its requirements, including land that is (i) "less than one-half acre in area and is not contiguous to land owned by the state or local agency that is used for open-space or low- and moderate-income housing purposes." (Government Code section 54221(f)(1)(B)), and "land that is a former street, right-of-way, or easement, and is conveyed to an owner of an adjacent property." (Government Code section 54221(f)(1)(E)); and

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WHEREAS, Government Code section 54221(f)(1)(B) currently applies to the Property, and Government Code section 54221(f)(1)(E) will apply to the Property at the time of sale contingent on the occurrence of vacation of that portion of Oleander Avenue; and

WHEREAS, none of the characteristics listed in Government Code section 54221(f)(2) apply to the property; and

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 declares that (i) the Property is surplus land and not necessary for the Agency's use, and (ii) the Property is exempt from the Act pursuant to section 54221(f)(1)(B) of the Act, and (iii) the Property will be exempt from the Act pursuant to section 54221(f)(1)(E) for purpose of sale to the adjacent property owner. The bases for this declaration are the findings that:

A. The Property is approximately 3065 square feet in area,

B. The Property is not contiguous to land owned by the local agency that is used for open-space or low- and moderate-income housing purposes, and

C. The City will conduct a vacation of the portion of Oleander Avenue between Highland Avenue and South Highland Avenue prior to the proposed sale. The Property will be included in the area of the proposed vacation.

Section 3. 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. If and when the Property is sold to a purchaser, and that purchaser proposes a use for the Property that requires a discretionary permit and CEQA review, that future use and project will be analyzed at the appropriate time in accordance with CEQA.

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Section 4. 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 5. The City Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED the 23rd day of January, 2024.

READ AND APPROVED AS TO LEGAL FORM:

Ruben Duran

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 on the 23rd day of January, 2024, by the following vote to wit:

AYES: Mayor Warren, Mayor Pro Tem Garcia, Council Members Cothran, Roberts and Sandoval
NOES: N/A
ABSENT: N/A
ABSTAIN: N/A

Germaine key

City Clerk of the City of Fontana

Acquanetta Warren

Mayor of the City of Fontana

ATTEST:

Germaine key

City Clerk

DocuSign Envelope ID: F1A6B1F6-E5A2-470E-914A-D0BD5F821511

Exhibit A

Legal Description

THAT PORTION OF LOT 10 OF TRACT 1909, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA ACCORDING TO MAP FILED IN BOOK 27, PAGE 70 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 10, SAID CORNER BEING THE POINT OF INTERSECTION OF THE WESTERLY LINE OF OLEANDER AVENUE (60.00 FEET WIDE) WITH THE SOUTHERLY LINE OF HIGHLAND AVENUE (60.00 FEET WIDE) AS SHOWN ON SAID MAP; THENCE ALONG SAID WESTERLY LINE OF SAID OLEANDER AVENUE, SOUTH 00° 15' 56" EAST, 21.296 METERS; THENCE SOUTH 89° 44' 04" WEST, 1.524 METERS TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 11.131 METERS, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 89° 44' 04" EAST; THENCE NORTHWESTERLY, ALONG SAID CURVE, AN ARC LENGTH OF 5.425 METERS THROUGH A CENTRAL ANGLE OF 27° 55' 24" TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 24.445 METERS, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 61° 48' 40" WEST; THENCE NORTHERLY, ALONG SAID CURVE, AN ARC LENGTH OF 16.573 METERS THROUGH A CENTRAL ANGLE OF 38° 50' 38" TO A POINT ON THE NORTHERLY LINE OF SAID LOT 10, SAID NORTHERLY LINE BEING THE SOUTHERLY LINE OF SAID HIGHLAND AVENUE; THENCE ALONG SAID NORTHERLY LINE, NORTH 89° 40' 42" EAST, 5.223 METERS TO THE POINT OF BEGINNING.

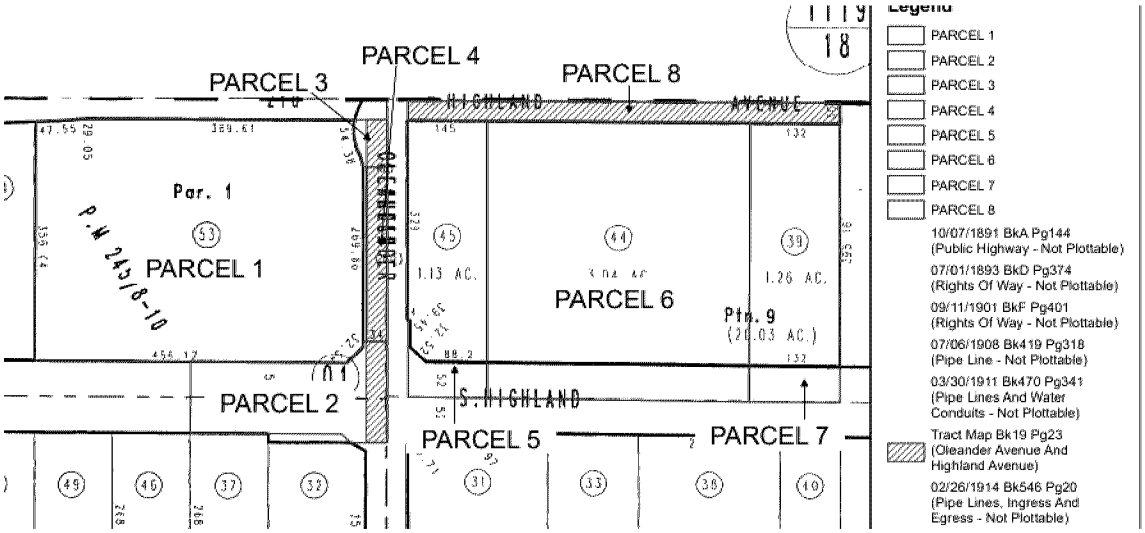
TOGETHER WITH THAT PORTION OF THE WEST HALF OF OLEANDER AVENUE ADJACENT THERETO, BOUNDED NORTHERLY BY THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LAND DESCRIBED ABOVE AND BOUNDED SOUTHERLY BY THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LAND DESCRIBED ABOVE, WHICH UPON VACATION WOULD REVERT TO THE FEE OWNER OF SAID LAND BY OPERATION OF LAW.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 5. MULTIPLY ALL DISTANCES USED IN THE ABOVE DESCRIPTION BY 1.00009175 TO OBTAIN GROUND LEVEL DISTANCES.

APN: ADJACENT TO 0240-011-53-0-000

DocuSign Envelope ID: F1A6B1F6-E5A2-470E-914A-D0BD5F821511

For visual reference only, the land exempt from the Surplus Land Act is depicted below as Parcel 3:



DocuSign

Certificate Of Completion

Envelope Id: F1A6B1F6E5A2470E914AD0BD5F821511
Subject: Please Sign Reso 2024-001.pdf
Source Envelope:
Document Pages: 5
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 4
Initials: 0

Status: Completed

Envelope Originator:
City Clerk
8353 Sierra Avenue
Fontana, CA 92335
clerks@fontana.org
IP Address: 192.146.186.96

Record Tracking

Status: Original
1/25/2024 | 02:02 PM

Holder: City Clerk
clerks@fontana.org

Location: DocuSign

Signer Events	Signature	Timestamp
Ruben Duran ruben.duran@bbklaw.com Security Level: Email, Account Authentication (None)	Ruben Duran Signature Adoption: Pre-selected Style Using IP Address: 174.202.5.52 Signed using mobile	Sent: 1/25/2024 | 02:11 PM Viewed: 1/27/2024 | 10:26 PM Signed: 1/27/2024 | 10:26 PM
Electronic Record and Signature Disclosure: Accepted: 1/27/2024 | 10:26 PM ID: 454aea97-0e99-4dd5-9c97-1dfe40dc2f78		
Acquanetta Warren awarren@fontana.org Security Level: Email, Account Authentication (None)	Acquanetta Warren Signature Adoption: Pre-selected Style Using IP Address: 174.218.122.30 Signed using mobile	Sent: 1/27/2024 | 10:26 PM Viewed: 1/29/2024 | 06:57 AM Signed: 1/29/2024 | 06:57 AM
Electronic Record and Signature Disclosure: Accepted: 1/29/2024 | 06:57 AM ID: c096eaff-aabc-4888-9b2c-00dd3c8f4872		
Germaine Key gkey@fontana.org Security Level: Email, Account Authentication (None)	Germaine key Signature Adoption: Pre-selected Style Using IP Address: 107.201.246.59 Signed using mobile	Sent: 1/29/2024 | 06:57 AM Viewed: 1/29/2024 | 09:39 AM Signed: 1/29/2024 | 09:40 AM
Electronic Record and Signature Disclosure: Accepted: 1/29/2024 | 09:39 AM ID: 0e7f4066-30dd-40da-8846-a67e86b3391a		
In Person Signer Events	**Signature**	**Timestamp**
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**

Carbon Copy Events	Status	Timestamp
Kathy Kasinger kkasinger@fontana.org Records Coordinator Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/26/2023 | 12:01 PM ID: 313ff663-c622-41d0-ac8d-292f7d782a66	COPIED	Sent: 1/29/2024 | 09:40 AM Viewed: 1/29/2024 | 10:00 AM
Wendy Duenas wduenas@fontanaca.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 1/29/2024 | 09:40 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/25/2024 | 02:11 PM
Certified Delivered	Security Checked	1/29/2024 | 09:39 AM
Signing Complete	Security Checked	1/29/2024 | 09:40 AM
Completed	Security Checked	1/29/2024 | 09:40 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Fontana:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: ctejeda@fontana.org

To advise City of Fontana of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at ctejeda@fontana.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Fontana
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to ctejeda@fontana.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Fontana
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to ctejeda@fontana.org and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Fontana as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Fontana during the course of my relationship with you.

EXHIBIT "A"

RECORDING REQUESTED BY

When Recorded Mail To

Ted Knobel – MS 980
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
464 W. 4th STREET, 9th FLOOR
SAN BERNARDINO, CA 92401-1400
FREE RECORDING:
This instrument is for the benefit of The State of California, and is entitled to be recorded without fee.(Govt. Code 6103)

Recorded in Official Records, County of San Bernardino

BOB DUTTON
ASSESSOR – RECORDER – CLERK

P Counter

6/05/2017
1:53 PM
ALS
SAN

Doc#: 2017–0228728

Titles: 1 Pages: 4

Fees	0.00
Taxes	0.00
Other	0.00
PAID	$0.00

Space above this line for Recorder's Use

TRA:
DTT:

Resolution For:

RELINQUISHMENT OF HIGHWAY RIGHT OF WAY
TITLE OF DOCUMENT

THIS AREA FOR

RECORDER'S

USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION

08-SBD 210 PM 14.19/15.18 481-S (R-3986)

Form RW 6-1(A) (Revised 01/08)

CITY INDEX NO. 5702

EXHIBIT "A"

RELINQUISHMENT OF HIGHWAY RIGHT OF WAY IN THE
CITY OF FONTANA, ROAD 08-SBD-210-PM 14.19/15.18
Request No. 481-S

WHEREAS, by Freeway Agreement dated November 14, 1996, between the City of Fontana and the State of California, the City agreed to accept title to relocated or reconstructed city streets, the frontage roads and other state constructed local roads, upon relinquishment thereof to said City by the State of California; and

WHEREAS, the State of California has acquired right of way for and has constructed the above-mentioned collateral facilities in the City of Fontana, along Route 210, on Oleander Avenue and Sierra Lakes Parkway (Casmalia Street), in accordance with said agreement; and

WHEREAS, in accordance with Section 73 of the Streets and Highways Code, a 90-day notice in writing dated January 23, 2017, of intention to relinquish the above-mentioned collateral

TRANSPORTATION COMMISSION
RESOLUTION No. R-3986

PASSED BY CTC MAY 17 2017 CALIFORNIA TRANSPORTATION COMMISSION

CITY INDEX NO. 5702

EXHIBIT "A"

facilities was delivered to the City by certified mail return receipt on January 26, 2017; and

WHEREAS, this Commission has found and determined, and does hereby find and determine, that it is desirable and in the public interest that said collateral facilities be relinquished to the City of Fontana for use as city streets.

NOW, THEREFORE, IT IS VOTED by the California Transportation Commission that it relinquish, and it does hereby relinquish, to the City of Fontana, effective upon the recordation of a certified copy hereof with the Recorder of San Bernardino County, all of the State of California's right, title and interest in and to said collateral facilities in said City, together with the right of way and appurtenances thereof, described as follows:

All that portion of highway right of way in the City of Fontana, County of San Bernardino, State of California, shown as SEGMENT 1 and SEGMENT 2, to be relinquished as indicated on that certain map consisting of 2 sheets, filed for record on May 2, 2017, as Document No. 2017-0182474, in State Highway Map Book No. 18, pages 1 and 2, in the Office of the San Bernardino County Recorder.

EXCEPTING AND RESERVING to the State of California any and all rights of ingress to and egress from the Highway hereby relinquished in and to the adjacent and adjoining freeway, except

CITY INDEX NO. 5702

EXHIBIT "A"

at such points as are now or may be established by resolution of this Commission.

THIS IS TO CERTIFY that the foregoing resolution was duly passed by the California Transportation Commission at its meeting regularly called and held on the 17th and 18th days of May 2017 in the city of San Diego and that the foregoing is a full and correct copy of the original resolution. Dated this 17th day of May 2017.

Susan Bransen

SUSAN BRANSEN, Executive Director
CALIFORNIA TRANSPORTATION COMMISSION

CITY INDEX NO. 5702

EXHIBIT "A"

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

COUNTY OF SAN BERNARDINO

RELINQUISHMENT OF A PORTION OF OLEANDER AVENUE AND A PORTION OF SIERRA LAKES PKWY TO THE CITY OF FONTANA

T. 1 N. R. 5 W. S.B.M.

SECTIONS 29 AND 31

DIST.	COUNTY	ROUTE	POST MILE	SHEET NO.	TOTAL SHEETS
08	SBd	210	14.19/15.18	1	2

LICENSED LAND SURVEYOR

4-25-17
DATE APPROVED

LICENSED LAND SURVEYOR — THOMAS J. OATMAN — Exp. 09-30-2018 — No. 6833 — STATE OF CALIFORNIA

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Rebecca Guirado
APPROVAL RECOMMENDED BY:
REBECCA GUIRADO
D.D. RIGHT-OF-WAY

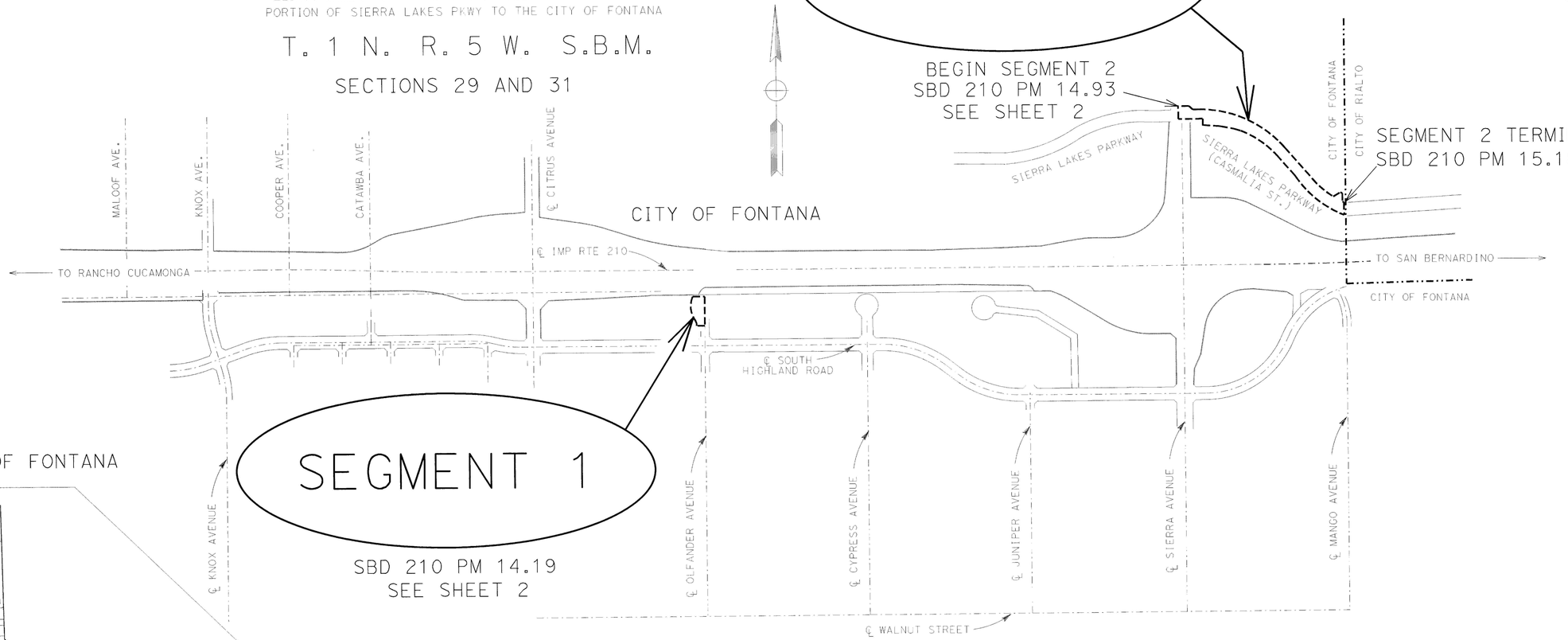
SEGMENT 2

BEGIN SEGMENT 2
SBD 210 PM 14.93
SEE SHEET 2

SEGMENT 2 TERMINUS
SBD 210 PM 15.18

SEGMENT 1

SBD 210 PM 14.19
SEE SHEET 2



CITY OF FONTANA

LOCATION MAP

GENERAL NOTES:

1. FOR COMPLETE RIGHT OF WAY AND ACCURATE ACCESS DATA SEE RIGHT OF WAY RECORD MAPS AT THE DISTRICT OFFICE.
2. STATE'S RIGHTS ARE NOT EXTINGUISHED UNTIL RECORDATION OF RELATED CALIFORNIA TRANSPORTATION COMMISSION RESOLUTION.

SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER 2017-0182474
THIS 22nd DAY OF May, 2017, AT 3:08 P M. IN BOOK 18
OF STATE HIGHWAY MAP BOOK
AT PAGE(S) 1 & 2, AT THE REQUEST OF CALIFORNIA TRANSPORTATION AGENCY
IN THE AMOUNT OF $ 0

BOB DUTTON
ASSESSOR-RECORDER
COUNTY OF SAN BERNARDINO
BY: Original signed by Deputy
DEPUTY RECORDER

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

VICINITY MAP OF PROPOSED RELINQUISHMENT TO THE CITY OF FONTANA

REQUEST NO. 481-S

[- - - -] SEGMENT TO BE RELINQUISHED

SCALE
FEET
0 300 600 900 1200 1500 1800 2100

Supplementary information may be obtained from the District Office, Survey Branch or Right of way Engineering Branch: 464 W. 4th St. San Bernardino, CA 92401.

5702

EXHIBIT "A"

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

COUNTY OF SAN BERNARDINO

PROPOSED RELINQUISHMENT OF A PORTION OF OLEANDER AVENUE AND A PORTION OF CASMALIA STREET TO THE CITY OF FONTANA

T. 1 N. R. 5 W. S.B.M.

SECTIONS 29 AND 31

DIST.	COUNTY	ROUTE	POST MILE	SHEET NO.	TOTAL SHEETS
08	SBd	210	14.19/15.18	2	2

LICENSED LAND SURVEYOR

4-25-17
DATE APPROVED

LICENSED LAND SURVEYOR — THOMAS J. OATMAN — EXP. 09-30-2018 — NO. 6833 — STATE OF CALIFORNIA

"The State of California or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this plan sheet."

℄ IMP RTE 210
69+00
TO UPLAND
TO SAN BERNARDINO

SEE CALTRANS RIGHT-OF-WAY MAP NO. 907031-21

PM 14.19

N20°30'53"W (R)
N89°40'42"E
R/W
CITY OF FONTANA
R=80.20'
Δ=58°43'49"
L=82.35'
N79°20'42"W (R)
ORANGE HEIGHTS ACRES
FILED IN MB 19/23
HIGHLAND AVE.
47.14'
N89°40'42"E
N89°40'42"E 123.90'
R/W
SECTION 31
R=80.20'
Δ=38°50'38"
L=54.37'
69.90'
N00°15'56"W
PRC N61°48'40"E (R)
R=36.52'
Δ=27°55'24"
L=17.80'
35.00'
N89°44'04"E
N89°44'04"E (R)
N00°15'56"W
OLEANDER AVE.

SOUTH LINE OF PREVIOUSLY RELINQUISHED ROADWAY BY CALIFORNIA TRANSPORTATION COMMISSION RESOLUTION NO. R-3544 RECORDED IN RIVERSIDE COUNTY RECORDER'S OFFICE ON APRIL 16, 2003, O.R. NO. 2003-0250323. LOCAL REQUEST NO. 439-S

SEGMENT 1

SBD 210 PM 14.19

SCALE FEET
0 100 200 300

BEARINGS AND DISTANCES SHOWN HEREON ARE GRID, BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 5. TO OBTIN GROUND DISTANCES, MULTIPLY BY 1.000092576

STATIONS ARE METRIC

BEGIN SEGMENT 2
SBD 210 PM 14.93

86.69'
N89°43'21"E
42.13'
N47°59'00"W
51.47'
N89°36'33"E
R= 902.23'
Δ= 32°03'21"
L= 504.78'
SIERRA LAKES PKWY
(CASMALIA ST.)
N89°43'21"E 0.05'
N31°39'55"E (R)
R= 776.21'
Δ= 01°15'21"
L= 17.01'
0.04'
N00°26'18"W
N.T.S.
DETAIL
N33°50'29"E (R)
N31°39'55"E (R)
SECTION 29
100.04'
N00°27'38"W
196.86'
N89°36'33"E
50.09'
N00°23'27"W
124.09'
N86°29'50"W
65.62'
N89°44'12"W
86.44'
N45°21'03"E
L6
L5
L4
54.80'
S73°37'45"E
BAIRD PARK ACRES
FILED IN MB 19/92
N19°56'06"E (R)
R= 656.17'
Δ= 05°54'00"
L= 67.57'
R/W
R= 776.21'
Δ= 09°05'47"
L= 123.23'
R= 902.23'
Δ= 16°10'04"
L= 254.59'

COURSE DATA		
NO.	BEARING	DISTANCE
L1	N59°16'36""E	66.88'
L2	N60°44'31"W	18.14'
L3	N00°13'24"W	66.57'
L4	N78°52'38"W	61.97'
L5	N80°34'10"W	44.17'
L6	N80°34'14"W	17.53'

SECTION LINE N00°27'38"W
R/W
SIERRA AVENUE
N34°55'53"E (R)
N34°55'23"E (R)
N.T.S.
DETAIL
N00°26'18"W
0.04'
R= 776.21'
Δ= 13°58'49"
L= 189.40'
334.44'
N41°05'11"W
203.70'
S41°05'18"E
S55°57'07"W (R)
R= 776.21'
Δ= 16°30'53"
L= 223.73'
S32°23'56"W (R)
S26°10'07"W (R)
S25°25'24"W (R)
L2
L1
L3
R=776.21'
Δ=00°44'43"
L=10.10'
108.62'
N00°24'58"W
S22°13'29"W (R)
CITY OF FONTANA
CITY OF RIALTO
R= 870.73'
Δ= 33°43'38"
L= 512.56'
CITY OF FONTANA

SEGMENT 2

SEGMENT 2 TERMINUS
SBD 210 PM 15.18

WESTERLY LINE OF PREVIOUSLY RELINQUISHED ROADWAY BY CALIFORNIA TRANSPORTATION COMMISSION RESOLUTION NO. R-3785 RECORDED IN RIVERSIDE COUNTY RECORDER'S OFFICE ON JANUARY 28, 2011, O.R. NO. 2011-0039833. LOCAL REQUEST NO. 452-S

℄ IMP RTE 210
80+00 81+00 82+00 83+00
TO UPLAND
TO SAN BERNARDINO

SEE CALTRANS RIGHT-OF-WAY MAP NOS.925011-5 AND 925011-29

SCALE FEET
0 100 200 300 400 500

BEARINGS AND DISTANCES SHOWN HEREON ARE GRID, BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 5. TO OBTIN GROUND DISTANCES, MULTIPLY BY 1.000092576

STATIONS ARE METRIC

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

PROPOSED RELINQUISHMENT MAP TO THE CITY OF FONTANA

REQUEST NO. 481-S

SEGMENT TO BE RELINQUISHED

ACCESS RIGHTS RETAINED BY STATE

CITY LIMIT

5702

APPRAISAL REPORT

Surplus Land

City of Fontana Property
Northwest corner of Oleander Avenue
Fontana, California
APN: N/A

Date of Value: October 30, 2023

Date of Report: November 8, 2023

BRI 23-333

BRI BENDER ROSENTHAL INCORPORATED

2825 Watt Avenue, Suite 200 Sacramento, California 95821 | www.benderrosenthal.com | 916.978.4900

BENDER ROSENTHAL INCORPORATED

November 8, 2023

City of Fontana
Engineering Department
Attn: Ricardo Garay
Senior Engineer
8353 Sierra Avenue
Fontana, California 92335

Re: Surplus Land
Northwest corner of Oleander Avenue, Fontana, CA
APN: N/A

Dear Mr. Garay,

As you requested, we have appraised the above identified property. The purpose of the appraisal assignment is to provide an opinion of the fair market value of a surplus land. The client and intended user of this appraisal report is the City of Fontana. The intended use is for internal assessment purposes regarding the potential disposition of the property.

This is a narrative Appraisal Report as defined by USPAP. As such, it fully presents the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. The depth of discussion contained in this report is specific to the needs of the client and of the intended use stated in this report. The following report sets forth the descriptive and factual data, the assumptions and conditions affecting the appraisal, and the findings and analyses that lead to and support our value opinion. The appraiser is not responsible for unauthorized use of this report. Every effort has been made to conform to the Standards of Professional Practice of the Appraisal Institute, which fully incorporates the Uniform Standards of Professional Appraisal Practice (USPAP). In addition, we have intended to comply with applicable laws. The undersigned conducted the appraisal and prepared the report.

We are pleased to have this opportunity to provide you with professional appraisal services.

BENDER ROSENTHAL, INC.

David C. Houghton, MAI
Certified General Real Estate Appraiser
California Certificate No. AG039402

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PROPERTY IDENTIFICATION AND SUMMARY OF SALIENT FACTS

Appraisal Assignment	To develop an opinion of the fair market value of the surplus portion of roadway in the As-Is condition of the property improved with a paved section of road, as well as the Fee Simple fair market value of the subject property as if unimproved.
Property Location	Northwest corner of Oleander Avenue, Fontana, California 92336

PROPERTY DATA

Legal Description	The property described herein is in the County of San Bernardino, California. A preliminary title report, which would include a legal description, was not provided to the appraiser for review.
Assessor's Parcel Number	N/A
Owner of Record	City of Fontana
Subject property Area	0.068± acres (3,000± square feet) *Source: San Bernardino County Assessors Records*
Site Description	The subject property consists of an irregular-shaped lot, used as a section of roadway. The property is improved with paved road.
Access/Frontage	The property has direct access and frontage along Oleander Avenue and Highland Avenue.
Zoning	C-2 – General Commercial
General Plan Designation	C-G -General Commercial
Flood Information	Zone X (unshaded); an area of minimal flood hazard, outside the 1% and 0.2% annual-chance floodplains.

Seismic Information	All areas of California experience seismic activity. According to the State of California Geological Survey Regulatory Maps online application, the subject property is not within a known fault zone.
Toxic Hazards Information	The appraiser did not observe any unusual conditions while performing the inspection. However, Bender Rosenthal, Inc. and the representatives thereof, are not experts in this field. Please refer to Item 16 of the Assumptions and Limiting Conditions. A Phase 1 Environmental Site Assessment Report was not provided. According to California Geotracker of Hazardous sites, there was a former gas station located within 1,000 feet of the subject property, but it was deemed a completed LUST cleanup site and closed as of May 14, 1993.
Sales History	The Subject property has not sold within the past 5 years. To the best of our knowledge the subject property is not listed for sale.
Opinion of Market Value	$7,500
Date of Inspection	October 30, 2023
Date of Value	October 30, 2023
Date of Report	November 8, 2023

INTRODUCTION

PURPOSE OF THE APPRAISAL

The appraisal assignment is to develop an opinion of the fair market value of the surplus property for the potential disposition of the property.

CLIENT, INTENDED USE, INTENDED USER OF THE APPRAISAL

The client and intended user is the City of Fontana. The intended use is to assist the client and intended user in its determination of the fair market value of the subject property, identified by the City as surplus property.

SCOPE OF WORK

The City of Fontana intends to possibly sell the subject property as surplus property. This appraisal provides an opinion of the fair market value for the "As-Is" value. The date of value is based on the inspection date, unless noted otherwise in the appraisal. The date of the report is the date the appraisal is transmitted to the client. The value estimates are stated in terms of cash, or terms equivalent to cash.

VALUATION / RESEARCH OVERVIEW

The following is an overview of the valuation process and research involved for the subject property and comparable sales. The valuation of the property involved an investigation and analysis of the neighborhood, as well as the entire regional area, for social, economic, governmental, and environmental forces and trends that affect or could influence property values.

- The property was inspected on October 30, 2023, by David C. Houghton from Bender Rosenthal, Inc.
- Research of the area, community, and neighborhood to determine market influences/conditions.
- Research of public records to verify information about the subject property and comparable sales to ensure they are factually accurate and that there are no terms or additional influences that affect price or value.
- Research of zoning and general plan information obtained from the City of Fontana's Planning Department and other department websites, and research of the real estate markets.
- Review of applicable soil surveys, flood and seismic hazard areas from appropriate source data.
- Review of public records obtained from the various county governmental agencies including the Planning Department, Assessor's Office, and Tax Collector's Office.
- A search of specific property transfers occurring during the past five years was conducted for the subject property.

- Research and analysis of the subject property
- Determination of highest and best use of the property.
- Research of comparable property sales, listings, and offers to purchase or sales involving properties similar to the subject property and within the subject's or competing market areas.
- Interview of comparable property owners and/or brokers.

VALUATION APPROACHES

The appraisal process includes the investigation and analysis of the subject, market, and other relevant data for the purpose of providing an opinion of the defined value for the subject property. All economic forces and factors are considered in arriving at the highest and best use and valuation of the subject property.

There are typically three approaches to value that may be used in the real property valuation process. They are the Sales Comparison Approach, Income Approach, and Cost Approach. Each approach provides an indicated value that is reconciled into a final estimate of value for the subject based on the interests appraised, the defined objective of the valuation and the stated definition of value. An appraisal may include one, two or all three approaches to value based on the data available, the type of property and appraisal valuation problem.

SALES COMPARISON APPROACH

A value indication is derived by comparing the property being appraised to similar properties that have sold recently; making qualitative or quantitative comparisons to the subject; then applying units of comparisons to indicate a value for the subject property or remainder parcel. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of valuation when an adequate supply of comparable sales is available. Sales, listings and current escrows of comparable sales were considered in this analysis. Primary reliance has been placed on closed sales transactions.

INCOME APPROACH

A value indication is derived for income-producing property by converting its anticipated benefits (cash flows and reversion) into a value for real property interests. Typically, the annual net income is capitalized at a market-derived capitalization rate to estimate the desired value. The income approach is most often used for income producing properties or real estate acquired as an investment.

COST APPROACH

A value indication is derived for a property by estimating the current cost to construct a replacement/reproduction of the existing structure(s); deducting depreciation from all sources; and adding the estimated land value. The cost approach is most often used when valuing properties with new or relatively new improvements and also special use properties.

REPORT TYPE

The appraisal is reported in an Appraisal Report format as defined by USPAP.

SPECIAL ASSIGNMENT CONDITIONS

There were no special assignment conditions given for this appraisal.

DEFINITIONS USED IN THE REPORT

Definition of an Appraisal

Source: The Dictionary of Real Estate Appraisal, Appraisal Institute, 6th Edition P. 10

The act or process of developing an opinion of value, an opinion of value.

Market Value

Source: The Appraisal of Real Estate (Fifteenth Edition), Appraisal Institute, Chicago, Illinois, 2020, P. 48

The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all condition's requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress.

Extraordinary Assumption

Source: Uniform Standards of Professional Appraisal Practice 2020-2021 Edition, P. 4

An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

Hypothetical Condition

Source: Uniform Standards of Professional Appraisal Practice 2020-2021 Edition, P. 4

A condition directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

Fee Simple Estate

Source: The Dictionary of Real Estate Appraisal, Appraisal Institute, 6th Edition, P. 90

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report and the value estimates it contains are expressly subject to the following assumptions and/or limiting conditions.

1. Title to the property is marketable.
2. No survey of the property has been made by the appraisers and property lines as they appear on the ground are assumed to be correct.
3. Data, maps, and descriptive data furnished by the client, or his/her representatives are accurate and correct.
4. No responsibility is assumed for matters of law or legal interpretation.
5. No conditions exist that would affect the use and value of the property, which are not discoverable through normal, diligent investigation.
6. The valuation is based on information from sources believed reliable, and that such information is correct and accurately reported.
7. The value estimate is made subject to the purpose, date, and definition of value.
8. The report is to be considered in its entirety and use of only a portion will invalidate the appraisal.
9. This appraisal was made on the premise that there are no encumbrances prohibiting utilization of the property under the appraiser's estimate of highest and best use.
10. Possession of this report or a copy does not carry with it the right of publication, nor may it be used for any purpose by anyone other than the client without the previous written consent of Bender Rosenthal, Inc., and then only with proper qualifications.
11. Disclosure of the contents of this appraisal report is governed by the By-Laws and Regulations of the Appraisal Institute. No part of this narrative report may be reproduced by any means nor disseminated to the public in any way without the prior written consent of Bender Rosenthal, Inc.
12. Any person or entity who obtains or reads this report, or a copy, other than the client specified in this report, expressly assumes all risk of damages to himself or third persons arising out of reliance on this report and waives the right to bring any action based on the appraisal, and neither the appraisers nor the appraisal firm shall have any liability to any such person or entity.
13. The appraiser shall not be required to give testimony or appear in court by reason of this appraisal with reference to the property described in this report unless prior arrangements have been made.
14. No responsibility is assumed for building permits, zone changes, engineering or any other services or duty connected with legally utilizing the subject property.

15. The property appraised may or may not be subject to the Americans with Disabilities Act of 1990 (ADA). Title III of this act provides for penalties for discrimination in failing ". . . to remove architectural barriers . . .in existing facilities [unless] an entity can demonstrate that the removal. . . is not readily achievable. . ." Unless otherwise noted in this appraisal, it is assumed that the property appraised is not substantially impacted by this law.

16. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraisers. The appraisers have no knowledge of the existence of such materials on or in the property. The appraisers, however, are not qualified to detect such substances. The presence of such substances as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

17. It is assumed that the property appraised is competently managed and marketed.

EXTRAORDINARY ASSUMPTIONS AND HYPOTHETICAL CONDITIONS

Note to Reader: The subject property is subject to the following extraordinary assumptions and/or hypothetical conditions, which might have affected the assignment results.

EXTRAORDINARY ASSUMPTIONS

Based upon information provided by the client the size of the surplus land area is 3,000 square feet in size, which we assume to be correct.

HYPOTHETICAL CONDITIONS

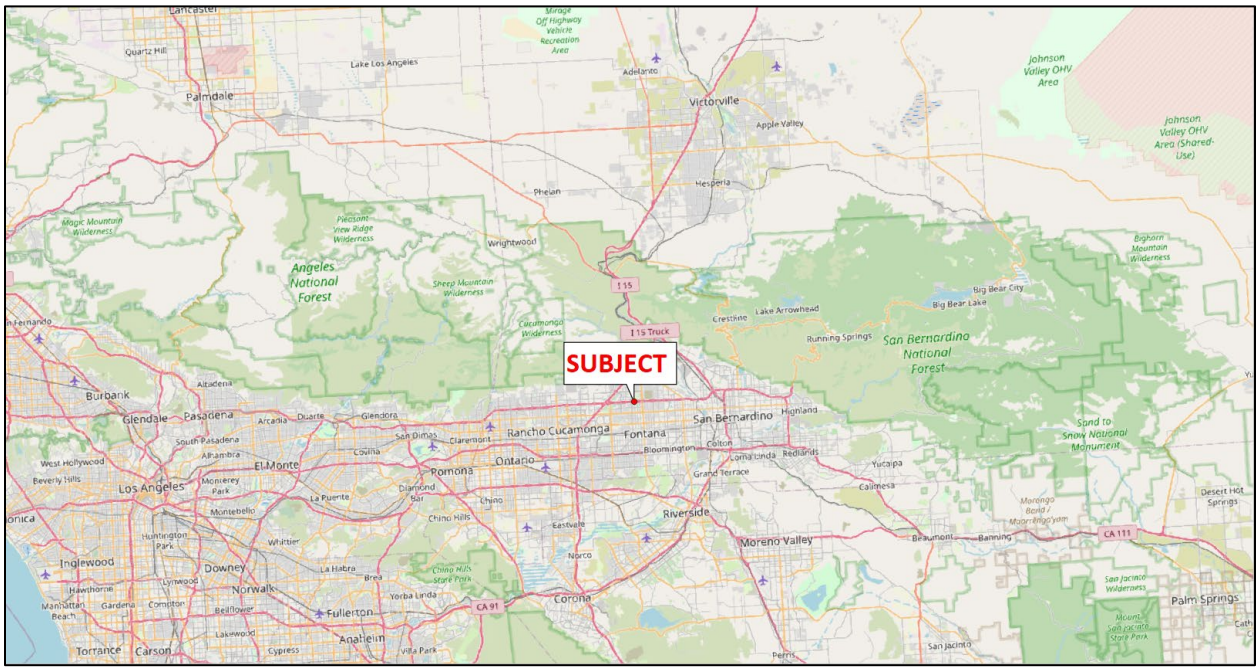
None.

REGIONAL OVERVIEW

GEOGRAPHIC CONSIDERATIONS

The subject property lies within San Bernardino County. This county is a part of the Riverside – San Bernardino – Ontario Metropolitan Statistical Area (MSA). Generally, this area is referred to as the Inland Empire, and it comprises both Riverside and San Bernardino counties. This area covers more than 27,000 square miles and has a population of approximately 4.5 million. Most of the area's population is located in southwestern San Bernardino County and northwestern Riverside County, which are generally adjacent to Orange and Los Angeles Counties. At the end of the 19th century, the Inland Empire was a major center of agriculture, including citrus, dairy, and winemaking. Agriculture declined through the 20th century, and a rapidly growing population, led by families migrating in search of affordable housing, has led to more residential, industrial, and commercial development.

RIVERSIDE-ONTARIO-SAN BERNARDINO MSA REGIONAL MAP



Social, economic, governmental, and environmental forces influence property value since real estate is an immobile asset. In this section, an examination of these locational factors provides the context for the valuation of the subject properties. The subject properties are situated in San Bernardino County. The area analysis begins with regional data and relevant trends.

Physical boundaries between Los Angeles and the Inland Empire (IE) from west to east are the San Jose Hills splitting the San Gabriel Valley from the Pomona Valley, leading to the urban populations centered in the San Bernardino Valley. From the south to north, the Santa Ana Mountains physically divide Orange

County from Riverside County. The Santa Rosa Mountains, as well as the Southern California portion of the Sonoran Desert, physically divide Riverside County from San Diego County. Some definitions for the IE consist of the Chino Valley, Coachella Valley, Cucamonga Valley, Menifee Valley, Murrieta Valley, Perris Valley, San Jacinto Valley, Temecula Valley, Pomona Valley, and Victor Valley.

Incorporated cities within the County of Riverside include Banning, Beaumont, Blythe, Calimesa, Canyon Lake, Cathedral City, Coachella, Corona, Desert Hot Springs, Eastvale, Hemet, Indian Wells, Indio, Jurupa Valley, Lake Elsinore, La Quinta, Menifee, Moreno Valley, Norco, Palm Desert, Palm Springs, Perris, Rancho Mirage, Riverside, San Jacinto, Temecula and Wildomar. The name for the county itself was taken from the City of Fontana, which is the county seat.

Incorporated cities within the county of San Bernardino include Adelanto, Apple Valley, Barstow, Big Bear Lake, Chino Hills, Chino, Colton, Fontana, Grand Terrace, Hesperia, Highland, Loma Linda, Montclair, Needles, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Twentynine Palms, Upland, Victorville, Yucaipa and Yucca Valley. The city of San Bernardino serves as the county seat for San Bernardino County.

TRANSPORTATION

Transportation in the region has not kept pace with the rapidly growing county population. Many of the existing freeways were completed in the late 1970s, except for the segment of the Foothill Freeway, State Route 210 (SR-210), between San Dimas and San Bernardino, which was completed in July 2007. However, new freeways or highway "fix-ups" are being planned including the construction of Mid County Parkway between Perris and San Jacinto or the addition of toll lanes on I-15 through heavily urbanized portions of Riverside and San Bernardino counties. Other problems exist, however, including the imbalance between housing and job availability. The Inland Empire population grew as a result of affordable housing, at least relative to the rest of Southern California. However, most of the higher-paying jobs are located in Los Angeles, San Diego and Orange counties. Thus, many workers must drive daily from the Inland Empire to their jobs in these counties – sometimes up to two hours in each direction. As the population increases, traffic congestion is projected to increase.

Unlike many major metropolitan areas, the Inland Empire has minimal public transportation. Due to the large physical size of the region, most people use automobiles for convenient travel. Fewer than 5% of the Inland Empire's working-age residents use public transportation to get to work.

Omnibus in San Bernardino County and Riverside Transit Agency in Riverside County also provide bus service in the area. Currently, however, many of these bus routes run one to two hours apart, and some routes stop service in the early evening or may not run on weekends.

Local agencies are working to increase the use of public transportation in the Inland Empire. Several projects have moved forward and opened in the 2010s to improve transit accessibility in the region. Major projects include the Perris Valley portion of the Metrolink 91/Perris Valley Line, the San Bernardino Transit

Center, and the Omnitrans sbX Green Line, which connects the cities of Loma Linda and San Bernardino, two universities, and the Loma Linda VA Hospital to the San Bernardino Transit Center. In addition to sbX, there are other express services available to public transportation users in the region. RTA operates a BRT-lite system in the RapidLink Gold Line, which runs from UCR to the Corona Transit Center.

The metropolitan area's first rapid transit line, a new bus rapid transit system, was launched in April 2014. The new line, dubbed San Bernardino Express (sbX), offers rapid transit service that functions like light-rails, with stations, designated sbX lanes, and passengers purchasing tickets prior to boarding. Stations are approximately one mile apart with its northern terminus in Verdemont and southern terminus at Loma Linda's VA hospital, passing through downtown San Bernardino and the city's Hospitality Lane Business District. Metrolink offers rail service to Los Angeles, Orange and San Diego Counties.

Two commercial airports serve the Inland Empire. Ontario Airport (ONT) is near the Los Angeles area. Further east in Riverside County is Palm Springs Airport (PSP). Other airports in the Greater Los Angeles area include Los Angeles (LAX), Burbank (BUR), Long Beach (LGB), and Santa Ana (SNA / Orange County). There are also several general aviation airports across the two-county region.

The region is making some progress in developing dedicated bicycle commuter and recreation trails. The largest of these, the Santa Ana River bicycle path, currently connects Corona to Huntington Beach and is eventually projected to stretch for 84 miles to Redlands when completed. A shorter trail exists along the former path of the Pacific Electric Railway from Claremont to Rialto.

CURRENT POPULATION

As of January 1, 2023, the population of Riverside County was 2,439,234 according to the California Department of Finance, making it the fourth-most populous county in California. The table below contains the population estimates as of January 1st for each of the last four years for the State of California, Riverside County, and the four neighboring California counties (San Bernardino to the north, Orange to the west and San Diego and Imperial to the south).

Population by County
State Total, Riverside County and Neighboring Counties

Area	2020	2021	2022	2023	20-23 % Change
California	39,538,223	39,286,510	39,078,674	38,940,231	-0.13%
Riverside County	2,418,185	2,418,727	2,430,976	2,439,234	-1.56%
San Bernardino County (North)	2,181,654	2,179,007	2,180,777	2,182,056	0.87%
Orange County (West)	3,186,989	3,167,783	3,151,946	3,137,164	0.02%
Imperial County (South)	179,702	179,588	178,845	179,476	-0.88%
San Diego County (South)	3,298,634	3,283,113	3,275,435	3,269,755	-1.51%

Source: State of California, Department of Finance, Demographic Research Unit, dated January 1, 2023

FUTURE POPULATION

Population projections indicate that the population in Riverside County from 2023 (estimate) to 2050 (projection) is expected to grow by 20.66% or at a rate of 0.45% per year. It is noted that the department of finance projection figures for 2023 and before differing from the estimated 2020-2023 figures. The 2020-2023 data is considered most reliable for current populations due to the most recent census which took place in 2020. The department of finance project figures give an estimate of the population changes from 2023 to 2050 as presented in the chart on the following page. The state is anticipated to grow at a rate of 9.2% (or 0.34% per year) for this same time. This suggests that the county of Riverside will surpass the projected state average in future growth rates.

Population Projections
State Total, Riverside County and Neighboring Counties

Area	2023	2025	2030	2035	2040	2045	2050
California	40,354,217	41,028,749	41,860,549	42,718,403	43,353,414	43,785,947	44,049,015
Riverside County	2,535,310	2,622,165	2,728,068	2,840,775	2,933,038	3,004,816	3,059,095
San Bernardino County (North)	2,234,540	2,292,597	2,368,002	2,456,262	2,536,592	2,611,160	2,681,796
Orange County (West)	3,227,671	3,259,465	3,291,863	3,314,115	3,315,726	3,299,179	3,268,048
Imperial County (South)	194,510	199,616	206,486	214,817	222,307	229,206	235,339
San Diego County (South)	3,369,636	3,412,460	3,461,883	3,508,919	3,543,663	3,567,892	3,583,006

Source: State of California, Department of Finance, Demographic Research Unit, dated July 1, 2023

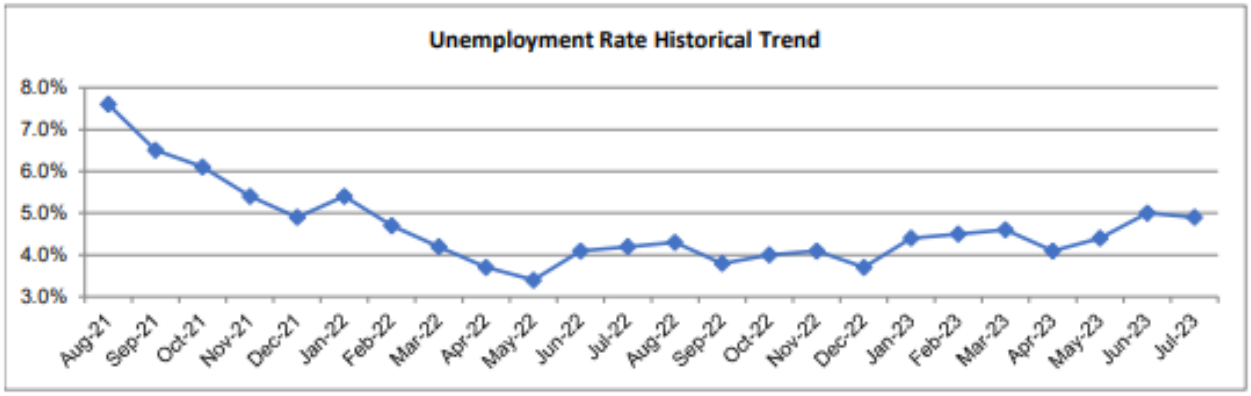
While the Department of finance recorded population drops in many of the surrounding counties from 2020 to 2023, it should be noted that some of the largest population losses were recorded in Los Angeles County, and Riverside County received many of those individuals (individuals moving from higher priced Los Angeles County to lower priced Riverside County). It should be noted that overall, the COVID-19 pandemic had a large impact on births and deaths (fewer births and more deaths), which is also why all counties surveyed above recorded losses during the past several years.

ECONOMIC FORCES

Due to the extensive population growth in the region, job growth is the next step that is being focused on to make sure that those who reside in the county also work in the same county. This is a consequence of the natural pattern of jobs following the labor force and the extensive efforts by local governments, the business community, and educational institutions to stimulate and reinforce new economic activity. The expansion of educational opportunities and complementary programs between education, industry, and the workforce has played a significant part in this economic vitality.

UNEMPLOYMENT

The unemployment rate in the Riverside-San Bernardino-Ontario MSA was 4.9% in July of 2023, down from a revised 5.0% in June 2023, and above the year ago estimate of 4.2%. This compares with an unadjusted unemployment rate of 4.8% for California and 3.8% for the nation during the same period. The unemployment rate was 5.0% in Riverside County, and 4.8% in San Bernardino County. The following table shows monthly unemployment rates in recent years, including 2021 and mid-2023, illustrating the effects of the COVID-19 pandemic.



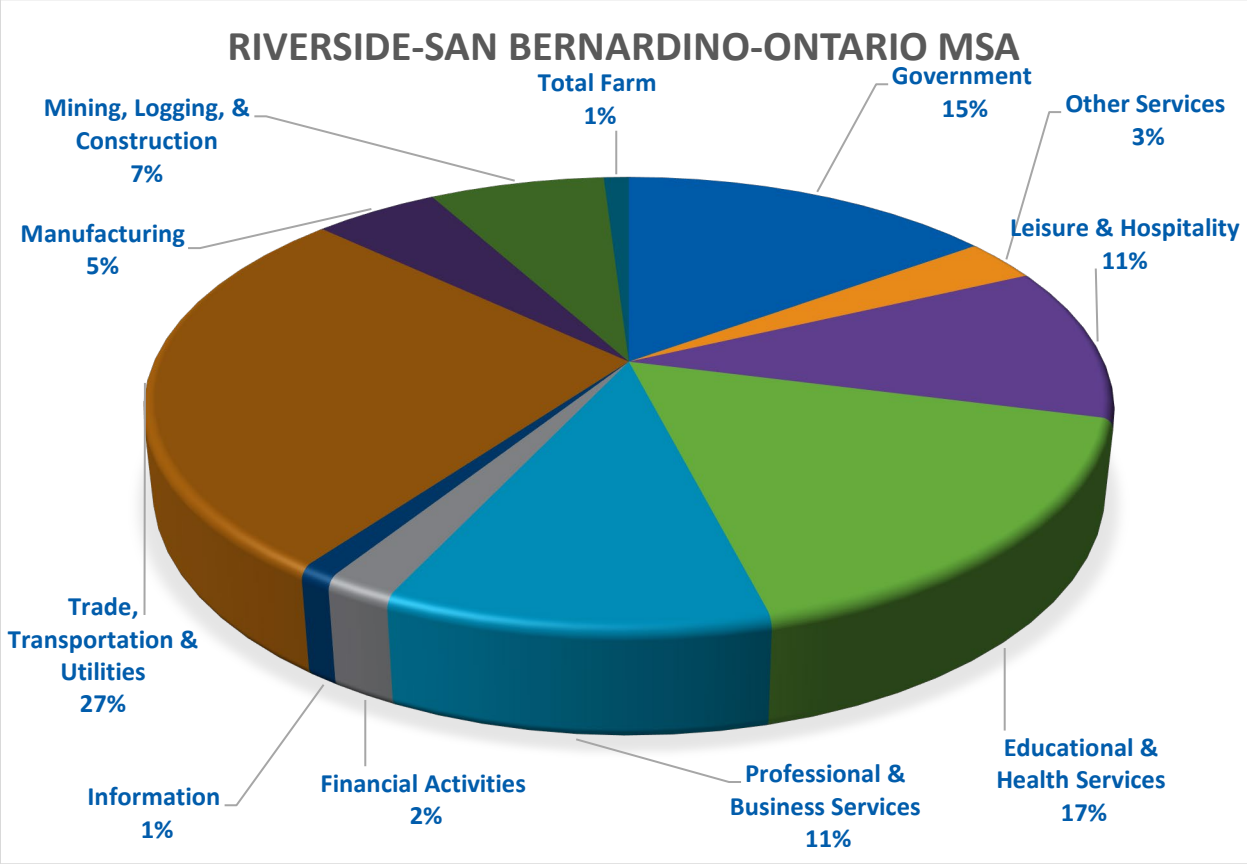
Employment Development Department July 2023.

As previously noted, the sharp increase in unemployment is due to the global pandemic. Despite several spikes, the overall number of COVID-19 cases continued to drop in 2021 as the vaccination rates have increased throughout the state. As this trend continues more and more jobs that were impacted by the pandemic are slowly coming back as the current Covid restrictions continue to ease. The unemployment rate will most likely continue to trend downward throughout the next few years.

INDUSTRY EMPLOYMENT

According to the California Employment Development Department's (EDD) July 2023 publication (which shows June 2023 data), Riverside-San Bernardino-Ontario MSA gained 17,800 non-farm jobs year to year, and 2,000 agricultural jobs during this same period.

Per the July 2023 statistics provided by EDD, the largest employers in the MSA were Trade, Transportation, and Utilities (27%), Educational and Health Services (17%), Government (15%), and Leisure and Hospitality (11%). Shown on the following pie chart are the leading industries and their respective percentage of the MSA Region's total employment.



Source: California Employment Development Department, Labor Market Information, Press Release July 2023, Publication

As the MSA reopens the early phases of the COVID-19 Pandemic, the MSA has seen a steady increase in job growth. From June 2022 to July 2023 the largest employment increase was had in the Private Education and Health Services sector (13,800 jobs), followed by the Government sector which added 9,000 jobs over the year. Additional gains were recorded in the Mining, Logging, and Construction sector (4,900 jobs), Professional and Business sector (2,600), Other Services sector (2,600), and the Leisure and Hospitality sector (1,200 jobs).

MAJOR EMPLOYERS

The Riverside-San Bernardino-Ontario MSA Labor market is becoming markedly skilled, primarily due to the availability of intellectual capital afforded by several public and private universities and colleges within the region as well as the numerous colleges and universities in the surrounding Los Angeles, Orange, Riverside, and San Diego Counties. Shown below are the major employers within the MSA region with 1,000 or more employees (provided by the California Employment Development Department).

San Bernardino County			
Employer Name	**Location**	**Industry**	**No. of Employees**
Loma Linda University Med Ctr	Loma Linda	Hospitals	5,000-9,999
Ontario International Airport	Ontario	Airports	5,000-9,999
Amazon Fulfillment Ctr	Redlands	Mail Order Fulfillment Service	1,000-4,999
Amazon Fulfillment Ctr	San Bernardino	Mail Order Fulfillment Service	1,000-4,999
Arrowhead Regional Medical Ctr	Colton	Hospitals	1,000-4,999
Big Bear Mountain Resorts	Big Bear Lake	Resorts	1,000-4,999
Burlington Distribution Ctr	San Bernardino	Distribution Centers (whls)	1,000-4,999
California State Univ Sn	San Bernardino	Schools-Universities & Colleges Academic	1,000-4,999
Dignity Health Cmnty Hosp-Sn	San Bernardino	Hospitals	1,000-4,999
Environmental Systems Research	Redlands	Geographic's Information Systems	1,000-4,999
FedEx Ground	Bloomington	Delivery Service	1,000-4,999
Inland Empire Health Plan	Rancho Cucamonga	Health Plans	1,000-4,999
Mountain High Ski Resort	Wrightwood	Skiing Centers & Resorts	1,000-4,999
Ontario-Montclair School Dist.	Ontario	School Districts	1,000-4,999
Patton State Hospital	Patton	Hospitals	1,000-4,999
Redlands Community Hospital	Redlands	Hospitals	1,000-4,999
San Antonio Regional Hospital	Upland	Hospitals	1,000-4,999
San Bernardino County Sch Supt	San Bernardino	Schools & Educational Services NEC	1,000-4,999
San Bernardino County Sheriff	San Bernardino	County Government-General Offices	1,000-4,999
St Bernardine Medical Ctr	San Bernardino	Hospitals	1,000-4,999
St Mary's Medical Ctr	Apple Valley	Hospitals	1,000-4,999
Transportation Department	San Bernardino	State Government-Transportation Programs	1,000-4,999
YRC Freight	Bloomington	Trucking-Motor Freight	1,000-4,999

Riverside County			
Employer Name	**Location**	**Industry**	**No. of Employees**
Abbott Vascular Inc	Temecula	Hospital Equipment & Supplies-Mfrs	1,000-4,999
Agua Caliente Casino Resort Spa	Rancho Mirage	Casinos	1,000-4,999
Amazon Fulfillment Ctr	Moreno Valley	Mail Order Fulfillment Service	1,000-4,999
Collins Aerospace	Riverside	Aircraft Components-Manufacturers	1,000-4,999
Corona City Hall	Corona	City Hall	1,000-4,999
Corona Regional Medical Ctr	Corona	Hospitals	1,000-4,999
Department-Corrections-Rehab	Norco	State Govt-Correctional Institutions	1,000-4,999
Desert Regional Medical Ctr	Palm Springs	Hospitals	1,000-4,999
Eisenhower Health	Rancho Mirage	Hospitals	1,000-4,999
Fantasy Springs Resort Casino	Indio	Casinos	1,000-4,999
J Ginger Masonry	Riverside	Masonry Contractors	1,000-4,999
Kleinfelder Construction Svc	Riverside	Engineers-Structural	1,000-4,999
La Quinta Golf Course	La Quinta	Golf Courses	1,000-4,999
Riverside Community Hospital	Riverside	Hospitals	1,000-4,999
Riverside County Public Health	Riverside	Government Offices-County	1,000-4,999
Riverside University Health	Moreno Valley	Hospitals	1,000-4,999
Southwest Healthcare System	Murrieta	Health Care Management	1,000-4,999
Spa Resort Casino	Palm Springs	Casinos	1,000-4,999
Starcrest Products	Perris	Internet & Catalog Shopping	1,000-4,999
Sun World Intl LLC	Coachella	Fruits & Vegetables-Wholesale	1,000-4,999
Time Rack	Corona	Computer Software	1,000-4,999

Out of the two counties listed it is noted that San Bernardino is home to some larger employers when compared to Riverside County. Further, the industry of 'Hospitals' appears on the top 50 list, 13 separate times.

HOUSEHOLD INCOME

As of 2023 (the most recent data available), 37.8% of the County's households generated income greater than $100,000 per year. The following table is presented summarizing the 2023 estimated and 2028 projected household income levels for Riverside County.

San Bernardino County Household Income Distribution

Income Cohort	2023		2028	
	Number	Percentage	Number	Percentage
<$15,000	57,974	8.5%	54,207	7.8%
$15,000 - $24,999	41,817	6.1%	32,108	4.6%
$25,000 - $34,999	41,944	6.2%	34,590	5.0%
$35,000 - $49,999	65,168	9.6%	54,969	7.9%
$50,000 - $74,999	117,946	17.3%	111,050	16.0%
$75,000 - $99,999	98,954	14.5%	101,891	14.7%
$100,000 - $149,999	135,952	20.0%	152,854	22.0%
$150,000 - $199,999	63,376	9.3%	79,476	11.5%
$200,000+	58,010	8.5%	72,086	10.4%
Total	681,141	100%	693,231	100%
Avg. Household Income	$103,499		$118,590	
Est. Median Household Income	$78,053		$87,866	

Source: STDB Data

As can be seen from the table just presented, the estimated 2023 average household income is $103,499. This particular amount is projected to increase by approximately 13%, which is slightly less than the median household income projected increase of 11%.

CONCLUSION

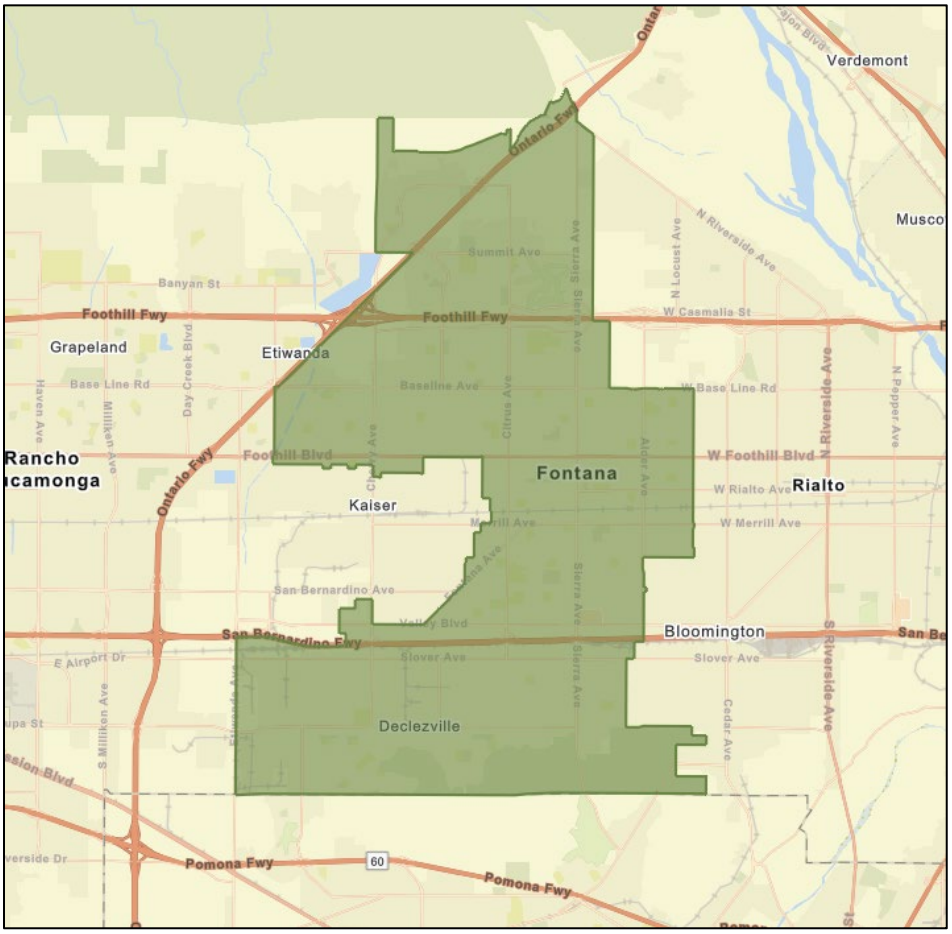
The Inland Empire is regarded as a robust market in several categories including population growth, job creation, construction, and industrial space absorption. Population projections for the Inland Empire indicate that the population in the region is growing at a much faster pace when compared to the state in general. As positive trends in the region continue and the population increases it is expected to lead to growth for residential, commercial, and industrial markets.

NEIGHBORHOOD DESCRIPTION

GENERAL DESCRIPTION

The subject neighborhood consists of the northern portion of the City of Fontana, directly below the Foothill Freeway Route 210. The neighborhood boundaries can be defined by Foothill Boulevard to the south, Route 210 to the north and the city boundaries to the east and west. The neighborhood has a mix of uses typical of urban areas and is described in more detail in the following pages. A map of the neighborhood is presented below:

NEIGHBORHOOD MAP



ACCESS

Main access routes which connect to the larger metropolitan area include Interstate-10 which runs east/west along the southern portion of the City and the Foothill Freeway (State Route 210), which is located north of the neighborhood and also runs east/west. Multiple thoroughfares provided access through the neighborhood from these highways which include Cirtus Avenue, Sierra Avenue and Locust

Avenue which all run north/west. Foothill Boulevard, Arrow Boulevard, Merril Avenue, Randall Avenue and San Bernardino Avenue all run east/west and also provide access throughout the neighborhood. The subject is located along the neighborhood street Nuevo Avenue and can be accessed via Arrow Boulevard just to the south and Sierra Avenue to the east.

LAND USES

The neighborhood is built out with a mix of land uses typical of urban locations which include commercial, retail, residential and public facilities. Retail and commercial uses are generally located along larger streets in the neighborhood with higher vehicle and foot traffic while single family uses along smaller neighborhood streets. Land uses immediately adjacent to the subject include commercial (car dealers) and retail.

DEMOGRAPHICS

The neighborhood's population has been generally steady since 2010 which is usual for urban areas which are already predominantly built out. Over the next five years the population is expected to increase by 320 people or by less than 1%.

Neighborhood Demographics

Population		**Income**	
2028 Total Population	68,285	2023 Per Capita Income	$21,114
2023 Total Population	67,965	2023 Median Household Income	$61,961
2010 Total Population	67,488	2023 Average Household Income	$78,223
% Population Change 2021-2026	0.47%		
		Households By Income (2023)	
Households		< $15,000	9.0%
2028 Total Households	18,567	$15,000-$24,999	8.0%
2023 Total Households	18,353	$25,000-$34,999	7.3%
2010 Total Households	16,826	$35,000-$49,999	11.4%
% Households Change 2021-2026	1.17%	$50,000-$74,999	24.4%
		$75,000-$99,999	16.9%
Housing Tenure (2022)		$100,000-$149,999	15.2%
% of Renters	52.1%	$150,000-$199,999	5.0%
% of Homeowners	45.6%	$200,000+	2.9%

Source: Site to Do Business

As of 2023 the median household income in the neighborhood is $61,961 which is substantially below the median household income of the state as a whole which currently sits at approximately $84,097. Additionally, the neighborhood's housing tenure includes 52.1% of renters and 45.6% of homeowners.

NEIGHBORHOOD CONCLUSION

Overall, the neighborhood is typical of urban areas which are bult out with diverse land uses to serve the community as a whole. The neighborhood's demographics are not expected to change significantly in the coming years as migration from the Los Angeles area is expected to continue. There are several undeveloped parcels in the subject neighborhood which are planned for future commercial development.

COMMERCIAL MARKET OVERVIEW

Given that the property appraised is near various commercially zoned uses and the highest and best use is for commercial property, a discussion of the commercial market is merited. Data was obtained from multiple sources including Colliers, CoStar, and local Metro Listing Services. The following is a discussion of the national commercial trends, as well as the trends observed in the Inland Empire market areas specifically.

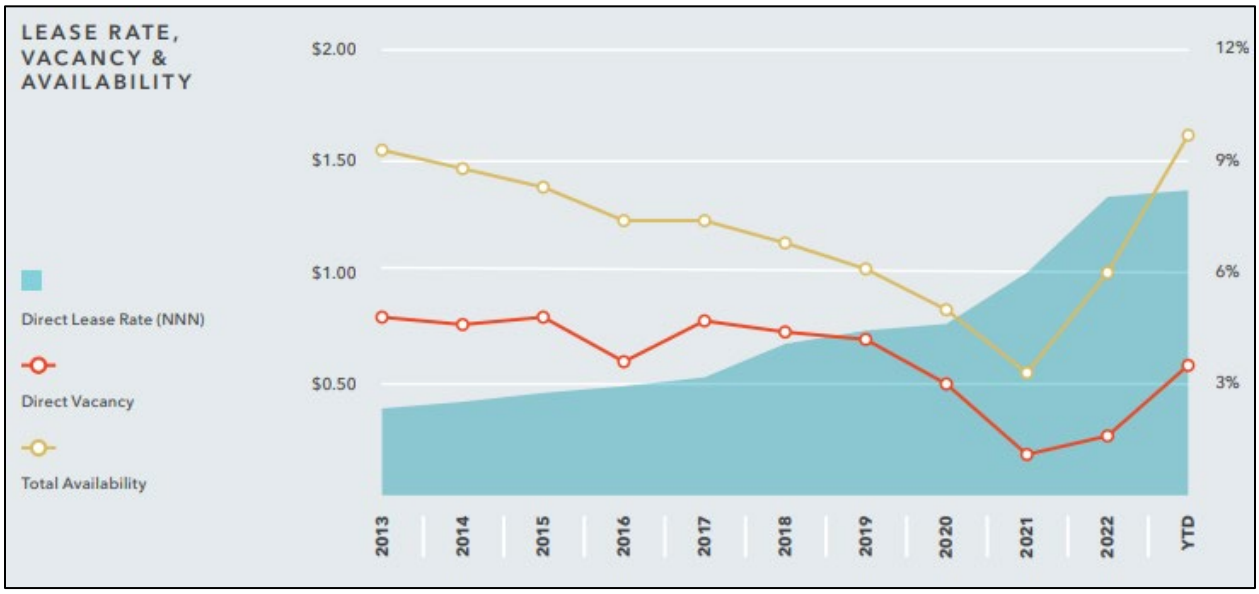
COMMERCIAL MARKET OVERVIEW

Around the globe, economies remain afloat despite months of warning signs, with lingering uncertainties buoyed by pockets of clarity. Global economies continue to face multiple headwinds heading into 2024: the continued conflict in Ukraine, extreme weather catastrophes, population migration trends, a weaker-than-expected economic recovery in Mainland China, and ongoing risks of financial stress from tightening monetary policies.[1] But proactive policy response to the banking turmoil in early 2023, resilient consumer demand, and a stabilization of energy and food prices seem to have settled into the third quarter of 2023.

Facing tightening loan standards, fewer lenders, and higher borrowing costs, commercial real estate buyers could have more difficulty deploying capital for purchases in 2024. Property sales volumes dropped by 59% globally, 63% in the United States, 62% in Europe, and 50% in Asia/Pacific so far through 2023. Already in play was nearly US$900 billion in loans set to mature over the next two years in the United States. These mortgage maturities could also face difficulties in refinancing in the current lending environment of high borrowing costs and risk-averse lenders. Commercial mortgage-backed securities (CMBS) and collateralized loan obligation lenders are behind more than half of the total loan maturities coming due in 2023 alone.

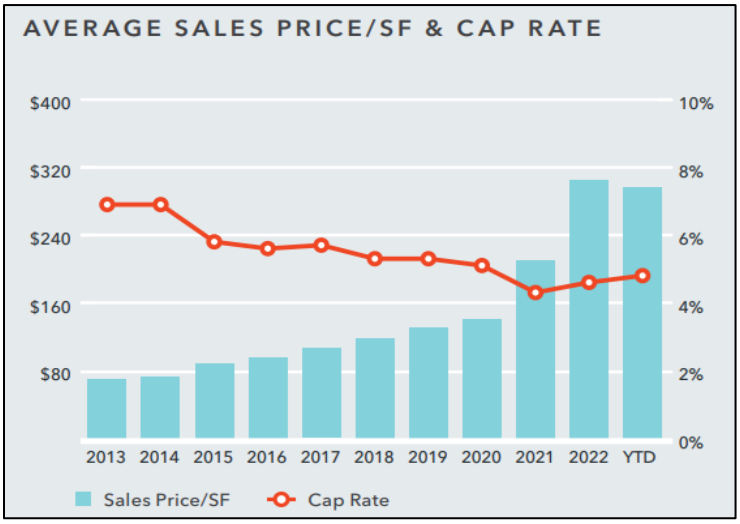
The Inland Empire has emerged as one of the nation's premier logistics industries because of its remarkable expansion during the previous decade, which has elevated it to the third-most profitable industrial market in the US. The primary industrial market of the Inland Empire is ideally situated close to Southern Californian ports, making it simple for companies to distribute goods. Vacancy remains below historical and national levels, but market conditions are gradually deteriorating, particularly the under-construction of the vacant space inventory.

In quarter three of 2023**,** the Inland Empire Industrial Market experienced a slowdown, but they are still fundamentally stable. Various challenging factors, such as a reduction in consumer spending, sluggish international trade, and an increase in the supply of new industrial space, contributed to negative net absorption and rising vacancies. However, due to several significant factors, including proximity to major ports, a large and expanding population, and a diverse economy, the market is anticipated to remain balanced towards the end of 2023 and into 2024. A rise in interest in sustainable industrial growth is one of the key trends, as is the growing requirement for e-commerce and last-mile logistics space.



Kidder Mathews Q3 2023 Inland Empire Industrial Market Report

Throughout the previous five years, the Inland Empire industrial market has experienced a gradual rise of Lease rates with total availability going from 3% in 2021 to over 9% currently. This commercial and industrial market has seen increases in lease rates but a slowdown of direct vacancy.



Kidder Mathews Q3 2023 Inland Empire Industrial Market Report

BROADER CAPITAL AND ECONOMY MARKET DISCUSSION

Overall, most of 2020 was significantly influenced by the COVID-19 pandemic. The virus quickly spread from Asia through Europe, the United States, and other parts of the world. The United States became the epicenter of the pandemic with the most cases of any country in the world. This has resulted in widespread measures to curb the spread of the virus, including “shelter in place orders” across most of the United

States for self-quarantine. These measures generally restricted non-essential work and/or gatherings. Although stimulus and other policies have been implemented in attempts to guide the economy through the current storm, the overall impacts have been significant. Congress also passed a second and third round of stimulus bills. The long-term economic impacts of the pandemic are still unclear for many industries.

Although there was initially some caution taken by builders who had delayed closings on some lots, particularly in the early weeks of the pandemic in 2021 and early 2022 we have observed a return to builders acquiring new sites and there have been significant price increases both for land (with near term development) and home. Although there has been a recession and there are certain real estate markets that have been significantly impacted, there are large segments of the population who have not been directly economically impacted by the pandemic. For those workers in positions that were easily transitioned to remote work capabilities, they have largely been able to continue work functions from home. It is noted, however, that interest rates have recently risen to the 5% to 6%+ range. Although the Commercial market has remained relatively strong in the 1st-3rd quarters of 2022, as of for the 4th -2nd quarter of 2022-2023, some concerns over the sustainability of price increases, absorption, and new construction are beginning to surface in the broader markets.

In recent months, there has been above target inflation; however, there are varying opinions from economists on inflation risk and its potential impact to the overall economy (local, national, and global economies). Although additional data is needed, recent articles researched as of the middle of the 2023 year suggest that a recession may be on the horizon or may already be underway. The increases in inflation coupled with a potential recession has sparked talk of “stagflation”, an economy with no growth, but high/rising prices.

CONCLUSION OF THE INLAND EMPIRE COMMERCIAL MARKET

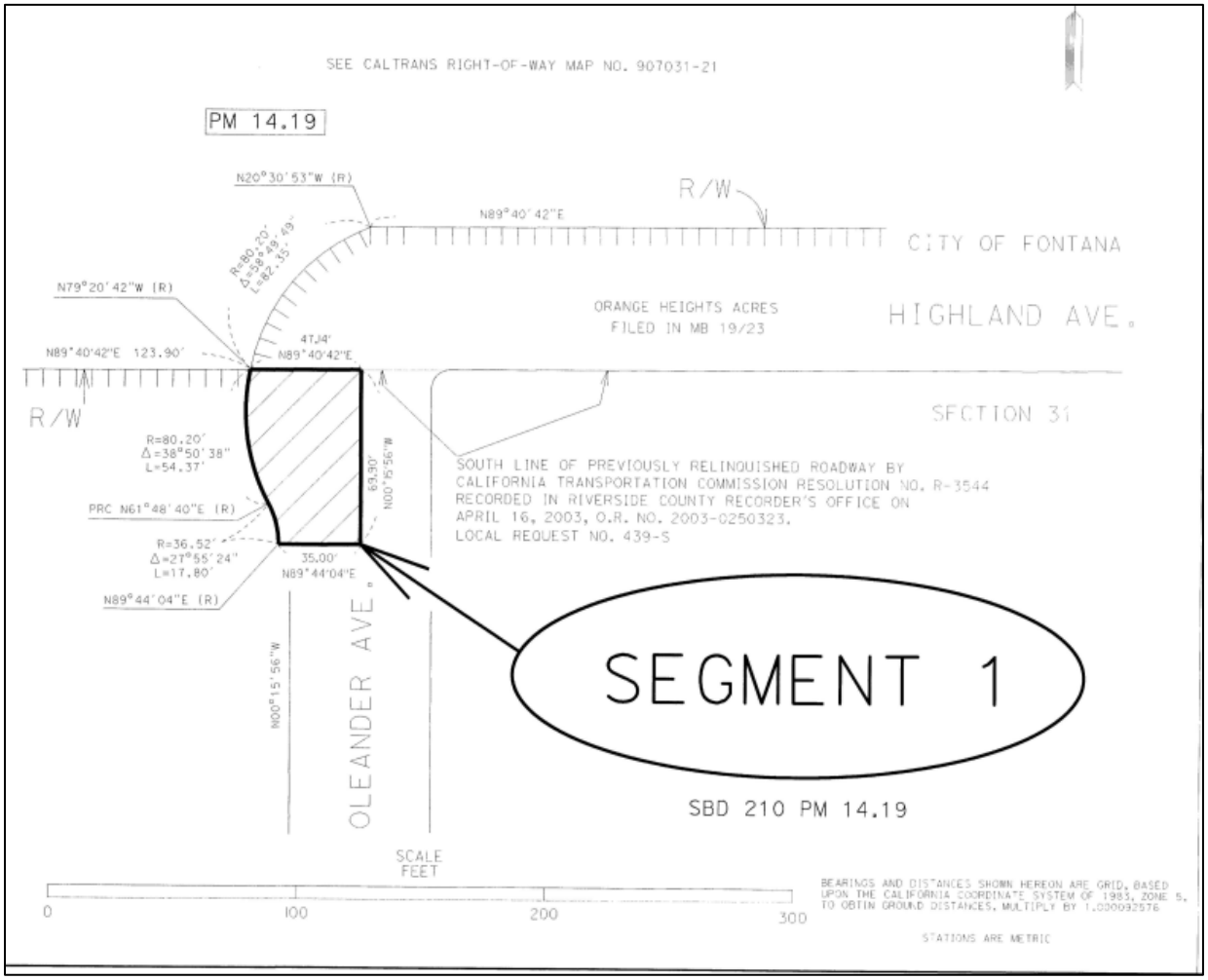
The Inland Empire is regarded as a robust market in several categories including population growth, job creation, construction, and industrial space absorption. The commercial and Industrial projections for the Inland Empire indicate that the Economy in the region is growing but due to the COVID 19 Pandemic and international politics, inflation has increased leading to a higher per square foot market with negative net absorption. As positive and negative trends in the region continue and the overall market for commercial and industrial business increases it is expected to lead to growth and a stabilization of the markets.

IDENTIFICATION OF SUBJECT PROPERTY / PROPERTY DESCRIPTION

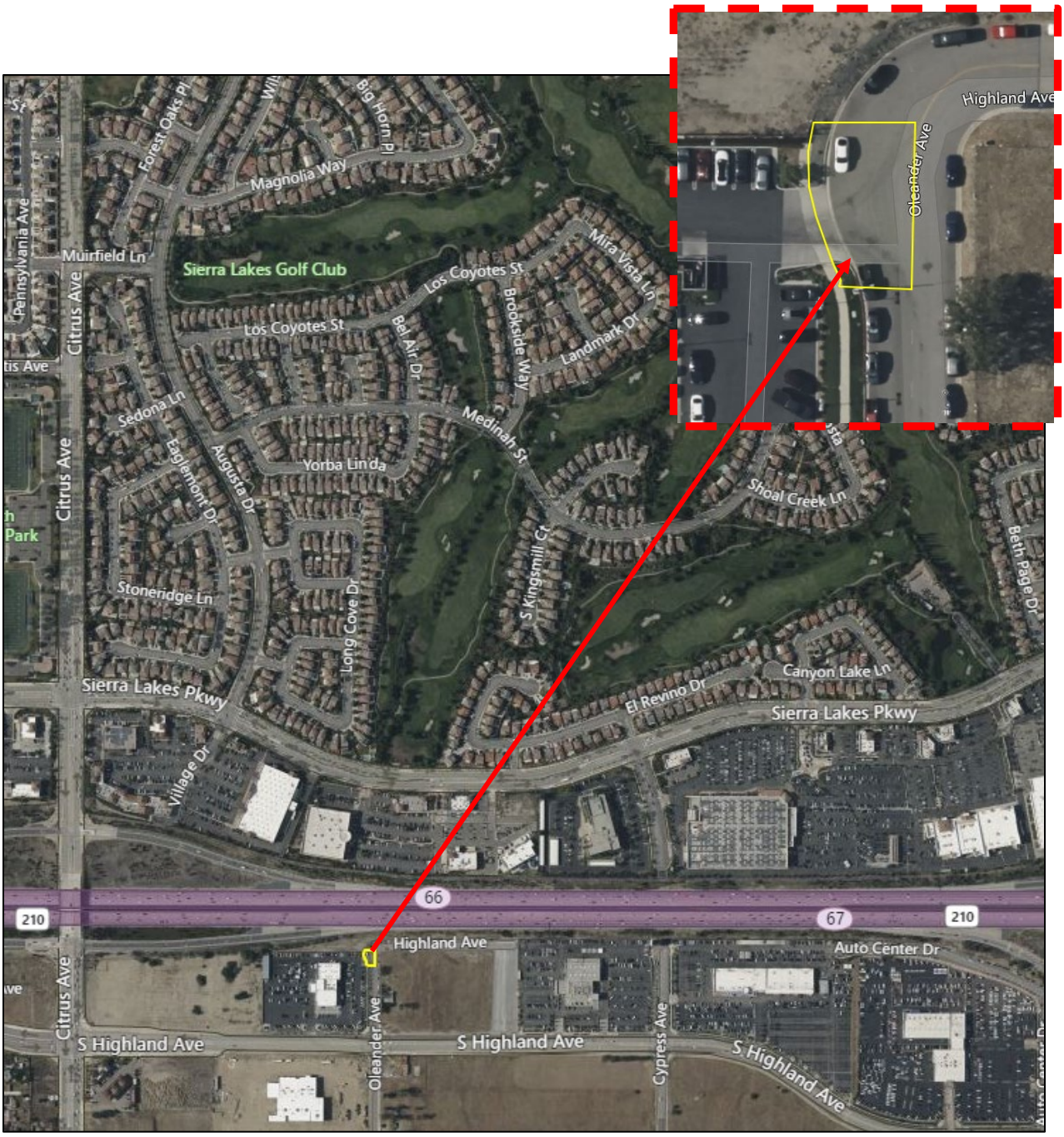
IDENTIFICATION OF SUBJECT PROPERTY

Property Address	Northwest corner of Oleander Avenue, Fontana, California 92336
Assessor's Parcel Number	N/A
Owner	City of Fontana
Owner Title of Interest	Fee Simple
Ownership History	There have been no sales of the Subject property within the past 5 years. To the best of our knowledge the subject property is not listed for sale.
Date of Inspection	October 30, 2023
Date of Value	October 30, 2023
Date of Report	November 8, 2023

ASSESSOR'S SEGMENT MAP



AERIAL PHOTOGRAPH



SUBJECT PROPERTY PHOTOGRAPHS

View of the full space between the road and the surplus land on the left

View of subject facing west from Highland Avenue

SUBJECT PROPERTY PHOTOGRAPHS

View of the surplus land facing northwest.

View of Oleander Avenue facing south.

SUBJECT PROPERTY DESCRIPTION

Size	0.068± acres (3,000± square feet) *Source: Client provided information*
Shape	Irregular
Frontage / Exposure	The subject property has direct access and exposure on Oleander Avenue and Highland Avenue.
Access	Access to the site is good.
Topography	The topography of the site is level
Utilities	Unknown utilities are available to the site.
Zoning	C-2- Commercial
General Plan Designation	C-G-Commercial
Improvements	The subject property is surplus land that is owned by the City of Fontana. The property is a section of improved paved road.
Lease or Rental Status	Based on our knowledge no lease agreements encumber the subject property.
Easements	A preliminary title report was not provided to the appraiser for review. It is therefore assumed that no exceptions to title exist that adversely impact the subject's value.
Encroachments	None were noted or reported.
Private Restrictions	None known to exist.
Flood Zone	Zone X (unshaded); minimal risk areas outside the 1% and 0.2% annual-chance floodplains.

Seismic Information

The subject parcel is not within an active California fault zone. However, faults may affect the site depending on the characteristics of the earthquake and the location of the epicenter. In general, the effects should be confined to shaking and/or acceleration (shock waves) and potential damage to structures should be minimized by employing adequate design and construction procedures.

Because the County of San Bernardino, and most of the State of California, is a seismically active region, the potential for earthquake-induced hazards must be acknowledged. However, the history of past earthquake activity does not indicate that Riverside County is a particularly hazardous area. Current engineering design and construction practices, such as the Uniform Building Code, provide the opportunity to reduce earthquake related hazards.

Cultural Recreational and Historic Significance

None known or suspected to be present.

Toxic Hazards

The client did not provide a Phase 1 Environmental Site Assessment report. The appraisers did not observe any unusual conditions while performing the inspection. However, Bender Rosenthal, Inc. and the representatives thereof, are not experts in this field. Please refer to Item 16 of the Assumptions and Limiting Conditions.

According to California Geotracker of Hazardous sites, there was a former gas station located within 1,000 feet of the subject property, but it was deemed a completed LUST cleanup site and closed as of May 14, 1993.

Property Tax Data and Projected Taxes

Because the subject property is owned by a body corporate and politic, no property taxes are assessed.

Relinquishment

Relinquishment of highway right of way in the city of Fontana, road 08 - SBD - 210 - pm 14. 19/ 15. 18 request no. 481- S.

Now, therefore, it is voted by the California Transportation Commission that it relinquish, and it does hereby relinquish, to the City of Fontana, effective upon the recordation of a certified copy hereof with the Recorder of San Bernardino County, all of the State of California' s right, title and interest in and to said collateral facilities in said City, together with the right of way and appurtenances thereof, described as follows: All that portion of highway right of way in the City of Fontana, County of San Bernardino, State of California, shown as SEGMENT 1 and SEGMENT 2, to be relinquished as indicated on that certain map consisting of 2 sheets, filed for record on May 2, 2017, as Document No. 2017-0182474, in State Highway Map Book No. 18, pages 1 and 2, in the Office of the San Bernardino County Recorder.

OVERALL COMMENTS

The subject is comprised of a 0.068± acre commercial zoned site that is improved with a paved street. If sold on the market in the “As-Is” condition the subject property would be utilized as a roadway or to be expanded into a parking lot. Given the limited size of the parcel and location the property offers significantly limited utility.

HIGHEST AND BEST USE ANALYSIS

Highest and best use may be defined as the reasonably probable use of property that results in the highest value.

There are four criteria used in the highest and best use analysis process. These are:

1. **Legally Permissible Use**

   What uses are permitted legally under existing zoning, building codes, historic district controls, environmental regulations, deed (private) restrictions, and long-term lease provisions on the site in question?

2. **Physically Possible Use**

   What uses of the site are physically possible, given its size, shape, area, terrain, soils composition, accessibility, assembly potential, and risk potential from natural disasters?

3. **Financially Feasible Use**

   Which possible and permissible uses will produce a positive net return to the owner of the property?

4. **Maximally Productive Use**

   Among the feasible uses, which use will produce the highest residual land value consistent with the rate of return warranted by the market for that use?

The property consists of remnant land located in Oleander Drive. The property is only improved with street improvements and no structural improvements; therefore, just the highest and best use as vacant is considered in this analysis.

HIGHEST AND BEST USE OF THE SITE, AS VACANT

LEGALLY PERMISSIBLE USES

Possible uses are constrained by legal restrictions on a property both private and public. As previously discussed, the zoning for the property is C-2 Commercial and the General Plan is for General Commercial. Overall, the legally permissible uses per the zoning and General Plan are for commercial development.

PHYSICALLY POSSIBLE USES

The size, topography, and location are important considerations since these factors affect the types of development that are possible and the economies of scale. The property is level and as access from Oleander drive. The subject is 3,000± square feet in size with a generally irregular shape. The small size and unique shape limit the overall development potential of the site. Considering the small size the parcel offers significantly limited utility.

Based upon the size and shape of the subject property, the legally permissible uses may not be physically possible.

FINANCIALLY FEASIBLE / MAXIMALLY PRODUCTIVE USES

The next test of highest and best use is financial feasibility. Based on the legal and physical constraints previously discussed, the potential use of the subject property has been limited to residential use. A proposed property improvement must be able to deliver an income return that generates the market value sufficient to pay for the developmental costs, the risks involved, and profit appropriate for the type of development.

The current zoning allows for commercial development; however, commercial development of the site would be not be possible given the small size and unique shape. As a standalone parcel the site offers limited utility. However, if the property were to be assembled with the adjacent parcel to the west some additional value could be created, although marginal.

HIGHEST AND BEST USE CONCLUSION, AS IF VACANT

Considering all the preceding factors, it is concluded that the highest and best use of this site, as vacant, is for assemblage to the adjacent commercial zoned parcel to the west. The most likely buyer for the subject property (as if vacant) would be the adjacent owner or a land speculator.

VALUATION

VALUATION PREMISE

The subject property totals 3,000± square feet in size, located in the City of Fontana. The highest and best use is determined to be for assemblage with adjacent parcel, although the site offer limited utility overall.

The three accepted approaches to value are the Sales Comparison Approach, the Income Approach and the Cost Approach. We have utilized the Sales Comparison Approach to value as the best indication of market value to estimate the value of the land. The Sales Comparison Approach compares the subject property to other vacant sites that have recently sold in the market area and is usually the preferred method of valuation when comparable sales data are available. The cost approach and the income approach will not be utilized as neither is relevant for this assignment. All properties were compared based on a price per square foot, consistent with the market for commercial land. First the subject will be valued as if vacant, then the cost to remove the current improvement will be analyzed.

VALUATION OF THE SUBJECT PROPERTY (LAND ONLY)

SALES COMPARISON APPROACH

The Sales Comparison Approach involves direct comparison of the appraised property with other properties that have sold or have been offered for sale in the open, competitive market. This approach is based upon the principle that a prudent investor would pay no more for real property than the cost of acquiring an equally desirable substitute property of similar utility. While buyers of income-producing properties typically focus on a property's economic characteristics, sales of similar properties analyzed from a physical viewpoint (i.e., based on price per acre or per square foot) can indicate value patterns and trends in the market.

The Sales Comparison Approach requires several steps. They include:

- Researching the market for information on sales transactions, listings, and offers to purchase or sell involving properties that are similar to the subject property.
- Verifying the information by confirming that the data are factually accurate and that the transactions reflect arm's-length, market considerations.
- Selecting the relevant units of comparison and develop a comparative analysis for each.
- Comparing sale properties with the subject property using the elements of comparison and analyze the price of each relative to the subject property.
- Reconciling the various value indications produced from the analysis of comparable sales into a single value indication or a range of values.

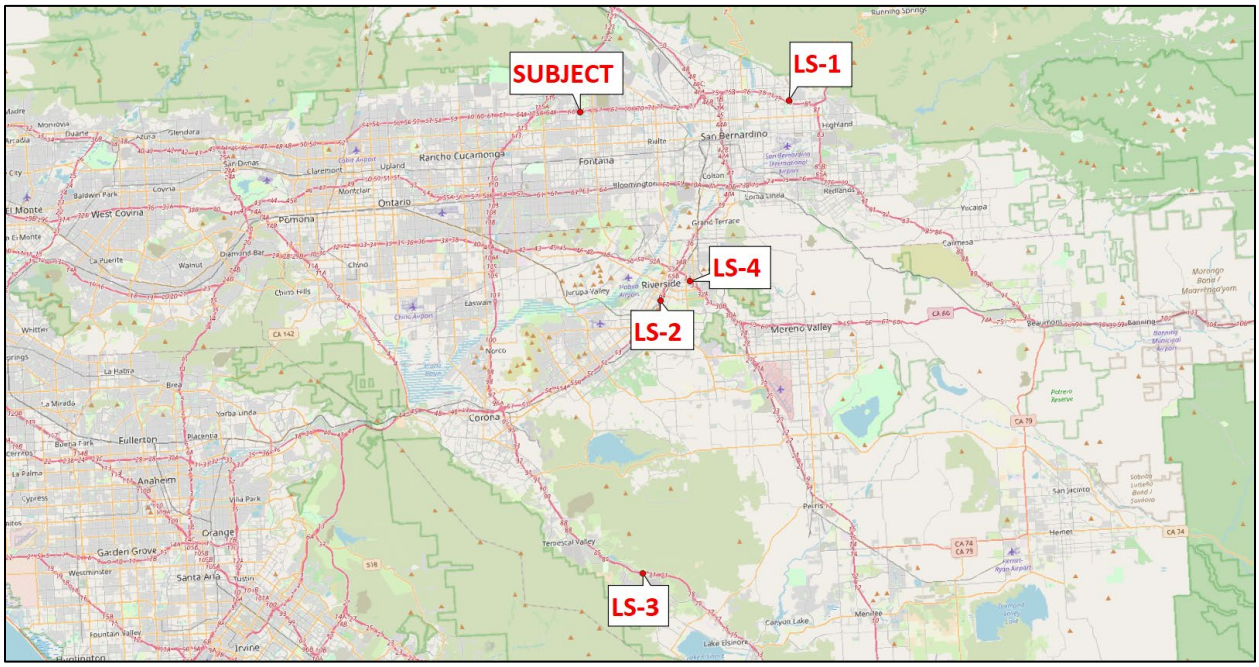
In the Sales Comparison Approach to value, the subject property should be compared to other similar properties that have recently sold in the market area or competing market areas. A concerted effort was made to locate properties that have similar utility for commercial or industrial development for surplus land.

A summary table and a map of the comparable land sales are presented on the following pages, followed by a discussion of the comparable sales and comparison to the subject property.2347

COMPARABLE LAND SALES SUMMARY TABLE

Sale No. BRI No.	Location APN(s)	Seller Buyer	Sale Date Doc. No.	Sale Price	Zoning	Price Per Sq Ft	Size: Acres SF
LS-1 **9754531**	2627 Highland Ave, Highland, California San Bernardino County APN: 1191-111-22	R Dale Ellis And Marsha Ellis Family Trust Akk 320 Superior Ave LLC	3/2023 2023.65935	$61,000	M1	$67.78	0.02± 900
LS-2 **9597511**	3155 Date St, Riverside, California Riverside County APN: 219-103-006	Riverside County Transportation Commission Garcia, Javier	06/2022 2022.372632	$17,000	M1	$3.00	0.13± 5,662
LS-3 **9296973**	Temescal Canyon Road Corona, California Riverside County APN: 394-030-009	The Yoko Reed Revocable Trust Necal Bancorp	01/2019 2019.7011	$17,257*	M-SC	$0.14	2.77± 120,661
LS-4 **9294729**	1505 3rd Street, Riverside, California Riverside County APN: 250-070-029	State of California Darshankumar Patel	06/2018 2018.259281	$1,000	C2	$0.05	0.50± 21,780
SUBJECT	Northwest corner of Oleander Avenue, Fontana, California San Bernardino County APN: N/A	*Appraisal*	---	---	C2	--	0.068± 3,000

COMPARABLE LAND SALES MAP



DISCUSSION OF SALE COMPARABLES

The property appraised is a site where the highest and best use is for Commercial development for surplus land. Given the physical differences between the comparable sales selected for analysis, the said differences were considered qualitatively.

All of the properties analyzed are fee simple transactions and no significant considerations are merited for property rights. It was reported that the sales were either cash, or cash equivalent and there were no unusual conditions of sale. Additional comparisons between the subject and comparables are discussed as follows.

Comparable Land Sale 1

This is the sale of a 900 square foot industrial lot in San Bernardino, California. This property is located on Highland Ave and is within 0.25 miles from Highway 210. The listing broker confirmed that this property was sold on February 7,2023 for $61,000, which amounts to $67.78 per square foot. The listing agent mentioned that the property contained a lease in place for an existing billboard which is owned by the lessee for a generated income of $300 per month. There is accessibility from E Highland avenue directly and the property is surrounded by metal chain-link fence.

This comparable sale is the most recent sale and best reflects current market conditions. However, this comparable is improved billboard and generates income from an advertising sign on site. Further, this comparable is significantly smaller than the subject indicating a lower unit of value for the subject. Based on these superior factors, a value well below $67 per square foot is considered appropriate for the subject.

Comparable Land Sale 2

This site sold August 25, 2022, for $17,000 or $3.00 per square foot. According to the buyer they paid all cash in this arms-length transaction with the intention to use the site as yard space as they own a nearby property on Date Street. This is a sale at the end of a cul-de-sac and adjacent to Highway 91. The property is 0.13± acres or 5,662 square feet, however, the western side is within the Highway 91 right of way which leaves approximately 3,717± SF of usable space which is fenced in with a gate. According to the buyer the property is unbuildable due to the shape and size of the site. The property has frontage and legal access along Date Street. The neighborhood is mainly industrial west of the railroad line on Commerce Street, and residential east of the railroad line. The property is zoned I for Industrial, and the general plan is for City Limits. The property has current access to all municipal services.

This comparable sale is larger than the subject, which would indicate a higher value for the subject. However, these inferior attributes are offset given the comparables superior utility overall. Further, the property was purchased for assemblage from the adjacent owner which positively impacted the value. Therefore, this sale indicates a value slightly less than $3.00 for the subject.

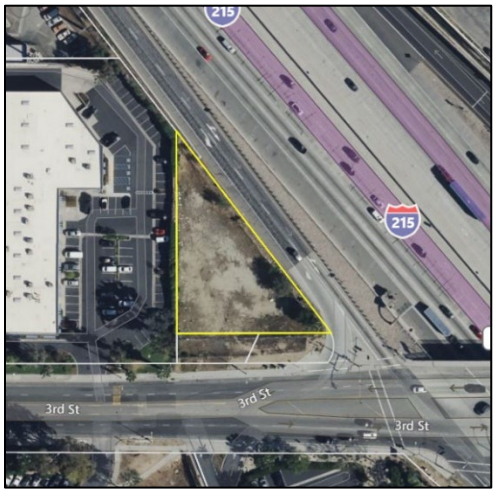
Comparable Land Sale 3

The seller of this property was a Revocable Trust which included three separate parties (each holding percentage ownerships) who transferred the parcel to Rancon Group for a total price of $3,000. This property is located along Temescal Canyon Road, nestled next to Interstate 15. The property was never listed formally on the market. Discussions with the property ownership indicate that they had to track down the prior owners (as the sellers weren't aware they still owned the property, and they thought it went to tax sale). The property

had substantial back-taxes on it at the time of the sale for the amount of $14,257, which the buyers knew about. The buyers (current owners) paid all closing costs, escrow costs, title costs, and had to also pay the substantial back taxes on the site. Thus, the adjusted or effective sales price equates to $17,257 or $0.14 per square foot, given the back taxes. Effectively, this was a transaction involving specific heightened motivations by the buyers. The property is 2.77 acres with a narrow curved rectangular shape with general level topography and access to municipal utilities at the street.

This comparable sale is significantly larger in size, which would indicate a higher unit of value for the subject. Further, the comparable offers an inferior overall location. Overall, a value significantly above $0.14 per square foot for the subject is appropriate.

Comparable Land Sale 4



This vacant land parcel is situated at 1505 3rd Street in Riverside, California. It is in Riverside County. The surrounding land uses are predominantly office and special purpose in nature. It is located about 2 miles from the center of Riverside. The property is triangular, and its contours are generally level. The seller in the transaction was the State of California and the buyer was Darshankumar Patel. The date of recordation is June 27, 2018. The property sold for $1,000. This equates to $2,000 per gross acre or $0.05 per gross square foot. It is located adjacent to an off-ramp from I-215. It is doubtful Caltrans would allow a curb cut and access to a property within 150 feet of the off-ramp due to traffic flow issues right-in traffic would create. This property sold as the state of California would have allowed no due diligence period prior to closing. The property, to our understanding, sold in a sealed bid process, providing no opportunity for an extended escrow period in which the buyer could perform due diligence while risking only a deposit. For this reason, it sold with a higher amount of risk than is typical for the market.

This property sold with a high-risk assessment which is inferior. Further, this sale is larger than the subject, indicating a higher value for the subject. In addition, the location of the site is too close to the off-ramp to allow for legal access to the site which is inferior to the subject. Overall, this comparable is inferior, indicating a value well above $0.05 per square foot for the subject.

LAND VALUE CONCLUSION

Based on the previous discussion, the sale comparables indicate a range of value for the subject from approximately $1,000 per site to $61,000 per site, as shown in the following table.

Comp No.	Subject Value Less Than / Greater Than	Sale Price Per Sq Ft.	Sale Date	Sales Price	Size (AC)
LS-1	<	$67.78	3/2023	$61,000	0.02±
LS-2	<	$3.00	6/2022	$17,000	0.13±
Subject Value Indicator Range from $0.14 to $3 per square foot.					
LS-3	>	$0.14	01/2019	$17,257	2.77±
LS-4	>	$0.05	06/2018	$1,000	0.50±

After the comparable sales were analyzed, the subject was bracketed by sales LS-2 and LS-3, respectively $3.00 and $0.14 per square foot. LS-3 is located in an inferior location overall and is significantly larger than the subject. LS-2 is most similar in terms of size and location; therefore, more weight is placed on the value indicator of LS-2. Therefore, the subject value is estimated to be $2.50 per square foot.

FAIR MARKET VALUE CONCLUSION

Value of Subject Property			
$2.50 x 3,000 Square feet	=	$	7,500

This concludes the report.

APPENDIX

APPRAISERS' CERTIFICATIONS

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased and professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
4. I have neither appraised nor provided any service pertaining to the subject property in the past three years.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. As of the date of this report, I have completed the continuing education program of the Appraisal Institute.
12. I have made a personal inspection of the property that is the subject of this report.
13. I have not revealed the findings and results of this appraisal to anyone other than the proper officials of the client and I will not do so unless and until authorized by the client, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

14. Such appraisal has been made in conformity with the appropriate California laws, Title VI of the 1964 Civil Rights Act, and regulations, policies, and procedures applicable to appraisal of right of way.

15. To the best of my knowledge, no portion of the value of the property appraised consists of items which are non-compensable under the established laws of California. It is my understanding that federal funds may be involved in the project that pertains to the subject of this report.

16. No one provided significant assistance in the preparation of this report.

17. My opinion of the total market value of the appraised property identified in this report was derived without collusion, coercion or direction as to value.

David C. Houghton, MAI
Certified General Real Estate Appraiser
California Certificate No. AG039402

APPRAISERS' QUALIFICATIONS

PROFESSIONAL QUALIFICATIONS

BRI BENDER ROSENTHAL INCORPORATED

DAVID HOUGHTON, MAI

Appraisal Manager

David Houghton is an Appraisal Manager with Bender Rosenthal (BRI). He has been involved in real estate appraising since 2005 and is a Certified General Appraiser in the State of California. He has professional experience appraising a wide range of property types, including industrial, office, medical office, retail, multifamily, condemnation, right of way, residential subdivisions, and various agricultural/rural residential property types. Between 2007 and 2014 he worked exclusively on low income housing appraisal assignments. While focused on that specialty, David gained experience appraising affordable housing and conducting market studies for Low Income Housing Tax Credit (LIHTC) developers. In 2014, he began working with BRI and has since shifted his focus and expertise into right of way appraisal assignments.

David has appraised properties and completed market studies throughout Southern and Northern California, Washington, Hawaii, and Nevada, with the bulk of the experience in Southern and Northern California.

YEARS OF EXPERIENCE

18 Years (with BRI since 2014)

EDUCATION

BS, Science of Business Management
University of Phoenix
Phoenix, Arizona

PROFESSIONAL REGISTRATIONS

California Certified General Real Estate Appraiser
AG 39402

PROFESSIONAL AFFILIATIONS

Northern California Chapter of Appraisal Institute

DESIGNATIONS

MAI, Appraisal Institute

REPRESENTATIVE VALUATIONS INCLUDE

Office – Existing and proposed office properties in Sacramento Region and Central Valley.

Retail – Existing and proposed retail properties throughout California.

Industrial – Existing and proposed industrial properties in Sacramento Region and Central Valley.

Multi-family – Existing and proposed multi-family properties in Northern and Southern California, the state of Washington, New Mexico, Nevada and Hawaii.

Mixed Use – Existing and proposed mixed use properties in Northern and Southern California.

Subdivision – Proposed residential subdivisions in Sacramento Region and Central Valley.

Eminent Domain – Improved and unimproved properties involving full and partial takings for municipalities, quasi-public companies, and property owners.

Agricultural – Vineyards, dairies, orchards, field/row crop land, and rural residential properties.

Land – Various types of land appraised such as commercial land, retail pad sites, residential land, transitional land, and agricultural/rural residential land.

Multi-family Market Studies – Existing and proposed multi-family LIHTC/HUD/USDA properties in Northern and Southern California, the state of Washington, New Mexico, Nevada and Hawaii.

File #: 26-1075
Agenda #: M.

Agenda Date: 6/23/2026
Category: Consent Calendar

FROM:
Police Department

SUBJECT:
Fontana Police Helicopter Service Contract

RECOMMENDATION:
1. Approve a Service Agreement with HeliSafe, Inc. utilizing Purchasing Policy and Procedure Manual 3.1.5 Non-Competitive Proposal - Single/Sole Source for the Fontana Police Department Air Support Unit Helicopters.

2. Authorize the City Manager (or his designee) to enter into a Service Agreement, all related documentation, and any amendments to continue this cooperative agreement as long as it is in the best interest of the City of Fontana.

COUNCIL GOALS:
- Improve public safety by increasing operational efficiency, visibility and availability.
- Concentrate on Inter-governmental relations by establishing partnerships and positive working relationships with other public agencies providing services to residents and local businesses.

DISCUSSION:
Since 2016, the Fontana Police Department has contracted with HeliSafe Inc. for comprehensive aviation support, including maintenance, fleet storage, and pilot services. Over the course of this partnership, HeliSafe Inc. has demonstrated a consistent record of reliability and professionalism, maintaining the City's aviation assets at a high level of readiness and ensuring uninterrupted service delivery to the community.

The existing agreement has reached its term, and a new contract has been negotiated to continue these services. The proposed agreement will include a modified first-year term of eleven months. The modification will allow the contract to align with the City Of Fontana fiscal year. The proposed agreement also includes an option for the City, upon approval by the City Council, to renew the contract annually for up to five (5) additional one-year terms. This structure provides the city with both continuity of service and flexibility to evaluate performance and fiscal impacts on a year-to-year basis.

A key enhancement within the new agreement is a 10 percent increase in service time for the Airbus AS350B2. This aircraft offers greater operational capability compared to the Robinson R66, particularly in higher wind conditions where the R66 may be grounded. By expanding the use of the AS350B2, the Department will be able to maintain aerial support during periods that would otherwise result in reduced or unavailable service. The operation will now be serviced by 50% Airbus and 50%

R66.

While this increased capability provides a measurable improvement in operational coverage and public safety responsiveness, it also results in a corresponding increase in program costs. The additional expense reflects both the extended service hours and the higher performance capabilities of the AS350B2 platform. However, the ability to sustain aerial operations during adverse conditions enhances officer safety, improves response effectiveness, and ensures more consistent service to the community.

Overall, the proposed agreement balances operational improvements with fiscal responsibility, providing the City with a dependable aviation program, enhanced service capacity, and the flexibility to reassess future needs through the annual renewal option. The HeliSafe Inc. contract includes a fixed annual cost escalation of 3 percent for the duration of the agreement.

Total amount for the first year (11-month term) is $ 1,244,363.75. Funds have already been included in the 2026/2027 Fiscal Budget in the amount of $1,318,620 utilizing General Fund (Fund 101) and Grant funds (Fund 322). The current contract remains and continues to provide significant cost savings under today's industry standards and expectations.

FISCAL IMPACT:
Funds for air support program services are included in the approved departmental General Fund budget in #10140233-8021, 10140233-8130, and 32240233-8130. The remainder year two through year five contract costs will be included in the budget planning of 2-year budget cycle FY 27-29 and FY 29-31 upon City Council approval to extend the contract.

MOTION:
Approve staff recommendation.

CITY OF FONTANA
PROFESSIONAL SERVICES AGREEMENT
PD-26-185-MS

1. PARTIES AND DATE.

This Agreement is made effective and entered into this ___ day of _____, 2026, ("Effective Date") by and between the City of Fontana, a municipal corporation organized under the laws of the State of California with its principal place of business at 8353 Sierra Avenue, Fontana, California 92335 ("City") and **HeliSafe, Inc, a Incorporated Corporation.** with its principal place of business at **3333 Airport Drive. Torrance, Ca 90505** ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 City. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **Aircraft, Personnel, Equipment Maintenance and Base of Operations** services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.3 Project. City desires to engage Consultant to render such services for the **Fontana Police Department Air Support Unit Helicopters** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **Helicopter Support** services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **August 1, 2026** to **June 30, 2031**, unless earlier terminated as provided herein. Year one to be 11 months August 1, 2026 to June 30, 2027. The remaining years, 2027-2031, to be 12 months, July 1st to June 30th. **The City, by approval of the City Council, shall have the option, at its sole discretion, to renew this Agreement annually for no more than 4 additional one-year terms. Consultant reserves the right to decline renewal.** Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work done by Consultant shall be consistent with applicable law and subject to the direction of the City's representative in the interests of public health and safety.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should Key Personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **Bob Muse, Chief Executive Officer.**

3.2.5 City's Representative. The City hereby designates **the Chief of Police**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Bob Muse**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and

harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Consultant. 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. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. 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. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Consultant's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Santa Ana Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Consultant or City to penalties, fines, or additional regulatory requirements. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Consultant's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Consultant further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Consultant with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance to be provided by Consultant.

3.2.11.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the City that 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 provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

3.2.11.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors for non-flight operations or accidental damage to the listed City's helicopters covered in 3.2.12 while rotors are in motion and when rotors are not in motion. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) General Liability $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: $2,000,000 per accident for bodily injury and property damage; and (3) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be

promptly reimbursed by Consultant or the City may withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may suspend or terminate this Agreement.

3.2.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Fontana, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Services or ongoing operations performed by or on behalf of the Consultant insofar as the Services or ongoing operations are not covered by the City's aircraft insurance referenced below in Section 3.2.12, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(B).

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other

provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers and other additionally insureds.

3.2.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, 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 does not waive coverage of its claims and its right of recovery against the City as an additional insured under the City's aircraft insurance policy. Consultant hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, beyond what is covered and payable under the City's aircraft insurance policy.

3.2.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.11.6 Subconsultant Insurance Requirements. Consultant shall not allow any subconsultants to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Consultant, the City may approve different scopes or minimum limits of insurance for particular subconsultants. The Consultant and the City shall be named as additional insureds on all subconsultants' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.11.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.9 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.12 Insurance to be provided by the City. The City will provide aircraft insurance, consistent with the terms set forth in Exhibit "C". Consultant and Consultant's employees engaged in the agreed services of this agreement will be listed as additionally insured at all times during the term of this professional service agreement. The City is solely responsible for deductibles of this policy. No wording, terms or conditions of this service agreement will void insurance coverage of this policy to Consultant or Consultant's employees listed on the City's aircraft insurance policy. This insurance policy will be the primary insurance policy at all times during the duration of this service agreement for the listed city helicopters. Consultant and Consultant's employees will not be responsible for any costs not covered by the insurance policy for property damage, accidental damage to aircraft, total loss of aircraft, accidental limitation exceedances, injuries to persons or death. At least fifteen (15) days prior to the expiration of the policy, City shall provide evidence showing that such insurance coverage has been renewed or extended to the Consultant.

3.2.13 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.14 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. In each respective contract year, the total compensation shall not exceed the amounts below without written approval of City's **Chief of Police**:

Fiscal Year	Annual Cost	3% Increase	Next year base
26-27	$ 1,156,675.25	$ 125,019.41	$ 1,281,694.66
27-28	$ 1,281,694.66	$ 38,450.85	$ 1,320,145.51
28-29	$ 1,320,145.51	$ 39,604.37	$ 1,359,749.87
29-30	$ 1,359,749.87	$ 40,792.50	$ 1,400,542.37
30-31	$ 1,400,542.36	$ 42,016.27	$ 1,442,558.63

Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. At the close of each month, Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall state the balance of the City's account, reflecting any previous deposits or other payments, and describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses not included within the Scope of Services (Exhibit "B") unless authorized in writing by City. The City may reimburse Consultant for City's share of leased hangar facilities with written authorization from the Police Chief.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative. In no case shall Extra Work exceed 10% of the annual total compensation for that contract year.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars ($1,000) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's

principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, volunteers 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.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. Either party may, by written notice to the other party, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other party of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.1.4 Termination for Lack of Appropriation. If funds are not appropriated or if funds are not otherwise made available to the City for continued performance of the Contract for any fiscal period covered by the Contract, the Contract shall be automatically terminated as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; however, this will not affect either the City's rights nor the Contractor's rights under any other termination provision in the Contract. The effect of a termination of the resultant Contract will be to discharge both the City and the Contractor from future performance of the Contract, but not from their obligations existing at the time of termination.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

City	**Consultant**
City of Fontana	**HeliSafe, Inc**
8353 Sierra Avenue	3333 Airport Drive
Fontana, California 92335	Torrance, California 90505
Attn: **Chief of Police**	Attn: **Bob Muse**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; 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, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents. City agrees to disclose these documents to third parties only to the extent required by law.

3.5.3.2 Subcontractors. Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subcontractors, or those provided to Consultant by the City.

3.5.3.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended

by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.3.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.3.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.4 Indemnification.

3.5.4.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all non-aircraft related 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 alleged non-aircraft related acts, errors or omissions 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 consequential damages, expert witness fees and attorney's fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence,

recklessness, or willful misconduct of the Consultant. Consultant is named as an additional insured under the City's aircraft insurance policy and reserves all rights of recovery thereunder.

3.5.5 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

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

3.5.7 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

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

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease

of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless approved by the City Council and executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 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 member, 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.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. 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. Consultant shall also comply with all relevant provisions of any City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

3.6 Subcontracting.

3.6.1 Notice Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written notice to the City. Subcontractors, if any, shall not be considered third-party beneficiaries to this Agreement. Consultant agrees to indemnify and hold the City harmless from any claims brought by Subcontractors for activities performed under this Agreement.

[SIGNATURE PAGE ON FOLLOWING PAGE]

SIGNATURE PAGE
TO
CITY OF FONTANA
PROFESSIONAL SERVICES AGREEMENT
PD-26-185-MS

CITY OF FONTANA

By: _____
Mathew Ballantyne
City Manager

Attest:

By: _____
Germaine Key
City Clerk

Approved as to form:

Best Best & Krieger LLP
City Attorney

By: _____

By: _____
Michael Dorsey
Chief of Police

IN COMPLIANCE WITH CONTRACT INSURANCE REQUIREMENTS

By: _____
Rakesha L. Voss
Human Resources/Risk Management

IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES

_____
Jessica Brown
Chief Financial Officer

_____
Sid Lambert
Purchasing Manager

HELISAFE, LLC

By: _____
Bob Muse
Chief Executive Officer

Attest:[1]

By: _____
Name:
Title:

[1] Attestation of Consultant's signature must be obtained when required by the by-laws, articles of incorporation or other laws, rules or regulations applicable to Consultant's business entity.

EXHIBIT "A"
SCOPE OF SERVICES

Aircraft Services

HeliSafe will manage and maintain the department's aircraft. All routine scheduled maintenance will be provided for the unit's two Robinson R66, and the AS350B2 aircraft.

When HeliSafe starts service, the aircraft will undergo an FAA inspection. Based on this, a report will be drafted as to each aircraft's condition and any outstanding work that needs to be completed.

Aircraft insurance will remain the responsibility of the City of Fontana, with HeliSafe and their pilots being named as additionally insured. HeliSafe will offer assistance with renegotiating insurance rates or seeking an alternative policy.

Personnel Services

HeliSafe will provide quality pilots specifically trained in airborne law-enforcement missions for the city of Fontana.

All pilots will be FAA certified commercial pilots in compliance with all 14 CFR Part 61 requirements. All flights will be conducted under title 14 CFR Part 91.

City owned equipment assets

HeliSafe will complete a new inventory of city owned assets maintained under the care and control of HeliSafe. HeliSafe will provide an update on the current condition and use. Items no longer of value to the unit will be returned to the city and if desired, HeliSafe will provide assistance in disposing/selling said items.

Tactical Flight Officer Training

HeliSafe, working under the air support department supervisor will assist in proving Tactical Flight Officer training for department assigned personnel. Training will be performed utilizing a department approved training syllabus.

Unscheduled Aircraft Maintenance

HeliSafe will cover normal Unscheduled Maintenance on the helicopters airframe's and powerplant's, but not the installed police equipment (FLIR system, moving map computer, PA system, Lowjack, FM radios and searchlight)

In order to ascertain the state of the aircraft and if they have any preexisting damage, they will undergo a thorough inspection and any discrepancies noted.

FAA AD's (Airworthiness Directives) and Robinson SB's (Service Bulletins) would not be covered by HeliSafe's unscheduled maintenance budget. These are very rare, but are mandatory orders that if issued, the work must be complied with or parts changed.

When operating aircraft there is always the possibility of an unforeseen major component failure that would not be considered normal unscheduled maintenance. Thankfully these occurrences are rare. HeliSafe would work closely with the OEM's and the department, ensuring the best possible component costs and covering labor. HeliSafe will always seek ways of having OEM's covering these components under warranty or discounting components and covering labor cost.

Prior to addressing any AD's, SB's or component replacement where the City of Fontana would occur any cost that were not covered under the proposal, HeliSafe will meet with the Fontana Police Department's point of contact. HeliSafe will provide a written report outlining the necessary work and associated cost before any work is performed. As stated, these occurrences are rare and cannot be forecasted. HeliSafe will provide services at no cost addressing any of these issues, including HeliSafe's maintenance personnel performing any labor that can be done by HeliSafe at no cost to the city.

PROJECTED 5 YEAR CONTRACT
YEAR 1 (11 MONTHS)

HeliSafe Services
HeliSafe Management Service
YEAR 5 Cost Sheet
Calculated on 40 Shift Hours per week (20 flight hours), 1040 Flight Hours per 12 months (954 hours for 11 months year 1.)
AS350B2 520 hours equates to 50% usage of flight time.
R66 520 hours equates to 50% usage of flight time.

	Cost	Billing Unit	Number	Extended Cost	Name
Management Service Fee	$6,900.00	Monthly	11 months	**$75,900.00**	AS350
Aircraft and Asset Storage	$3,450.00	Monthly	11 months	**$37,950.00**	Space for AS350
Pilot Services	$75.00	Hourly	1,920 hours	**$144,000.00**	10-hour shift, 4 days a week.
Officer/Observer					
R66 Fuel Costs & Scheduled Maintenance	$194.00	Hourly	477 per year	**$92,538.00**	Based on 477 flight hours
R66 Reserve For Overhaul	$225.00	Hourly	477 per year	**$107,325.00**	Based on 477 flight hours
AS350B2 Hourly Variable Costs, Fuel, Scheduled Maint., Parts, ENG Res.	$1,100.50	Hourly	477 per year	**$524,938.50**	Based on 477 flight hours
AS350B2 unscheduled maintenance Component Reserve account	$156,773.75	Annually	1	**$156,773.75**	Unscheduled maint. And replacement parts as needed. Funds not used during the year will be rolled over to the following years account
Pilot Training	$17,250.00	Annually	1	**$17,250.00**	Training R66/AS350
			TOTAL YEAR 1 :	**$ 1,156,675.25**	

PROJECTED 5 YEAR CONTRACT
YEAR 2

HeliSafe Services
HeliSafe Management Service
YEAR 5 Cost Sheet
Calculated on 40 Shift Hours per week (20 flight hours), 1040 Flight Hours per year (12 months).
AS350B2 520 hours equates to 50% usage of flight time.
R66 520 hours equates to 50% usage of flight time.

	Cost	Billing Unit	Number	Extended Cost	Name
Management Service Fee	$7,107.00	Monthly	12 months	**$85,284.00**	AS350
Aircraft and Asset Storage	$3,553.50	Monthly	12 months	**$42,642.00**	Space for AS350
Pilot Services	$77.25	Hourly	2,080 hours	**$160,680.00**	10-hour shift, 4 days a week.
Officer/Observer					
R66 Fuel Costs & Scheduled Maintenance	$199.82	Hourly	520 per year	**$103,906.40**	Based on 520 flight hours
R66 Reserve For Overhaul	$231.75	Hourly	520 per year	**$120,510.00**	Based on 520 flight hours
AS350B2 Hourly Variable Costs, Fuel, Scheduled Maint., Parts, ENG Res.	$1,133.52	Hourly	520 per year	**$589,430.40**	Based on 520 flight hours
AS350B2 unscheduled maintenance Component Reserve account	$161,476.96	Annually	1	**$161,476.96**	Unscheduled maint. And replacement parts as needed. Funds not used during the year will be rolled over to the following years account
Pilot Training	$17,767.50	Annually	1	**$17,767.50**	Training R66/AS350
			TOTAL YEAR 2 :	**$ 1,281,694.66**	

DRAFT

PROJECTED 5 YEAR CONTRACT
YEAR 3

HeliSafe Services
HeliSafe Management Service
YEAR 5 Cost Sheet
Calculated on 40 Shift Hours per week (20 flight hours), 1040 Flight Hours per year (12 months).
AS350B2 520 hours equates to 50% usage of flight time.
R66 520 hours equates to 50% usage of flight time.

	Cost	Billing Unit	Number	Extended Cost	Name
Management Service Fee	$7,320.21	Monthly	12 months	**$87,842.52**	AS350
Aircraft and Asset Storage	$3,660.11	Monthly	12 months	**$43,921.26**	Space for AS350
Pilot Services	$79.57	Hourly	2,080 hours	**$165,500.40**	10-hour shift, 4 days a week.
Officer/Observer					
R66 Fuel Costs & Scheduled Maintenance	$205.81	Hourly	520 per year	**$107,023.59**	Based on 520 flight hours
R66 Reserve For Overhaul	$238.70	Hourly	520 per year	**$124,125.30**	Based on 520 flight hours
AS350B2 Hourly Variable Costs, Fuel, Scheduled Maint., Parts, ENG Res.	$1,167.52	Hourly	520 per year	**$607,110.63**	Based on 520 flight hours
AS350B2 unscheduled maintenance Component Reserve account	$166,321.27	Annually	1	**$166,321.27**	Unscheduled maint. And replacement parts as needed. Funds not used during the year will be rolled over to the following years account
Pilot Training	$18,300.53	Annually	1	**$18,300.53**	Training R66/AS350
			TOTAL YEAR 3 :	**$ 1,320,145.51**	

DRAFT

PROJECTED 5 YEAR CONTRACT
YEAR 4

HeliSafe Services
HeliSafe Management Service
YEAR 5 Cost Sheet
Calculated on 40 Shift Hours per week (20 flight hours), 1040 Flight Hours per year (12 months).
AS350B2 520 hours equates to 50% usage of flight time.
R66 520 hours equates to 50% usage of flight time.

	Cost	Billing Unit	Number	Extended Cost	Name
Management Service Fee	$7,539.82	Monthly	12 months	**$90,477.80**	AS350
Aircraft and Asset Storage	$3,769.91	Monthly	12 months	**$45,238.90**	Space for AS350
Pilot Services	$81.95	Hourly	2,080 hours	**$170,465.41**	10-hour shift, 4 days a week.
Officer/Observer					
R66 Fuel Costs & Scheduled Maintenance	$211.99	Hourly	520 per year	**$110,234.30**	Based on 520 flight hours
R66 Reserve For Overhaul	$245.86	Hourly	520 per year	**$127,849.06**	Based on 520 flight hours
AS350B2 Hourly Variable Costs, Fuel, Scheduled Maint., Parts, ENG Res.	$1,202.55	Hourly	520 per year	**$625,323.95**	Based on 520 flight hours
AS350B2 unscheduled maintenance Component Reserve account	$171,310.91	Annually	1	**$171,310.91**	Unscheduled maint. And replacement parts as needed. Funds not used during the year will be rolled over to the following years account
Pilot Training	$18,849.54	Annually	1	**$18,849.54**	Training R66/AS350
			TOTAL YEAR 3 :	**$ 1,359,749.87**	

DRAFT

PROJECTED 5 YEAR CONTRACT
YEAR 5

HeliSafe Services
HeliSafe Management Service
YEAR 5 Cost Sheet
Calculated on 40 Shift Hours per week (20 flight hours), 1040 Flight Hours per year (12 months).
AS350B2 520 hours equates to 50% usage of flight time.
R66 520 hours equates to 50% usage of flight time.

	Cost	Billing Unit	Number	Extended Cost	Name
Management Service Fee	$7,766.01	Monthly	12 months	**$93,192.13**	AS350
Aircraft and Asset Storage	$3,883.01	Monthly	12 months	**$46,596.06**	Space for AS350
Pilot Services	$84.41	Hourly	2,080 hours	**$175,579.37**	10-hour shift, 4 days a week.
Officer/Observer					
R66 Fuel Costs & Scheduled Maintenance	$218.35	Hourly	520 per year	**$113,541.33**	Based on 520 flight hours
R66 Reserve For Overhaul	$253.24	Hourly	520 per year	**$131,684.53**	Based on 520 flight hours
AS350B2 Hourly Variable Costs, Fuel, Scheduled Maint., Parts, ENG Res.	$1,238.62	Hourly	520 per year	**$644,083.67**	Based on 520 flight hours
AS350B2 unscheduled maintenance Component Reserve account	$176,450.24	Annually	1	**$176,450.24**	Unscheduled maint. And replacement parts as needed. Funds not used during the year will be rolled over to the following years account
Pilot Training	$19,415.03	Annually	1	**$19,415.03**	Training R66/AS350
			TOTAL YEAR 5 :	**$ 1,400,542.37**	

DRAFT

PROJECTED 5 YEAR CONTRACT

HeliSafe Services
HeliSafe Management Service
YEAR 5 Cost Sheet
Calculated on 40 Shift Hours per week (20 flight hours), 1040 Flight Hours per year.
AS350B2 520 hours equates to 50% usage of flight time.
R66 520 hours equates to 50% usage of flight time.

	Cost	Billing Unit	Number	Extended Cost	Name
Management Service Fee	$6,900.00	Monthly	12 months	**$82,800.00**	AS350
Aircraft and Asset Storage	$3,450.00	Monthly	12 months	**$41,400.00**	Space for AS350
Pilot Services	$75.00	Hourly	2,080 hours	**$156,000.00**	10-hour shift, 4 days a week.
Officer/Observer					
R66 Fuel Costs & Scheduled Maintenance	$194.00	Hourly	520 per year	**$100,880.00**	Based on 520 flight hours
R66 Reserve For Overhaul	$225.00	Hourly	520 per year	**$117,000.00**	Based on 520 flight hours
AS350B2 Hourly Variable Costs, Fuel, Scheduled Maint., Parts, ENG Res.	$1,100.50	Hourly	520 per year	**$572,260.00**	Based on 520 flight hours
AS350B2 unscheduled maintenance Component Reserve account	$156,773.75	Annually	1	**$156,773.75**	Unscheduled maint. And replacement parts as needed. Funds not used during the year will be rolled over to the following years account
Pilot Training	$17,250.00	Annually	1	**$17,250.00**	Training R66/AS350
3% Price Increase For Year 2	$3,110.90	Monthly	12 months	**$37,330.91**	$1,281,694.66
3% Price Increase For Year 3	$3,204.23	Monthly	12 months	**$38,450.83**	$1,320,145.50
3% Price Increase For Year 4	$3,300.36	Monthly	12 months	**$39,604.36**	$1,359,749.86
3% Price Increase For Year 5	$3,399.37	Monthly	12 months	**$40,792.49**	$1,400,542.36

TOTAL YEAR 1 :$ 1,156,675.25
TOTAL YEAR 5: $ 1,400,542.37

Note: Cost is based on a 5-year contract and 3% increase per year

HeliSafe service fee will cover the hourly reserve for aircraft overhaul based on RHC's published R66 Turbine Estimated Operating Cost RESERVE FOR OVERHAUL which it published every January 15th of the new year.

This exhibit shall be updated in each contract year, consistent with the terms of Section 3.3 of this Agreement.

EXHIBIT "C"
INSURANCE TO BE PROVIDED BY THE CITY

[Cover Page]

File #: 26-1078
Agenda #: N.

Agenda Date: 6/23/2026
Category: Consent Calendar

FROM:
Finance

SUBJECT:
Levy of a Special Tax in Community Facilities Districts (Maintenance) for Fiscal Year 2026-2027.

RECOMMENDATION:
Adopt **Resolution No. 2026-057,** Authorizing the Levy of a Special Tax within Community Facilities Districts (Maintenance) for Fiscal Year 2026-2027.

COUNCIL GOALS:

- Invest in the City's infrastructure (streets, sewers, parks, etc.) by improving the aesthetics of the community through code enforcement, street sweeping, and landscape maintenance.

DISCUSSION:
Community Facilities Districts (CFD) for maintenance services were established for the purpose of funding annual landscape, lighting, and park maintenance within each District and the surrounding areas throughout the City. The City maintains 106 maintenance CFD's including 82 in this item and the other 24 being presented as companion items on today's agenda. ***Of the 106 CFDs being considered on today's agenda, the average increase is 3.82% (does not include one CFD that is increasing due to additional development having been completed over the last fiscal year).***

CFDs are categorized in three financial categories including solvent/self-sufficient, at risk/structurally imbalanced, and operational deficit and are detailed below:

- **Solvent/Self-Sufficient**: Based upon current funding levels, 37 CFDs are considered to be solvent with no going-concern as their revenue is sufficient for their operating expenditures or the use of fund balance annually supports the CFD for more than 20 years. As such, 17 of these CFDs have recommended increases for 2026-27 to maintain their solvency.
- **At Risk/Structurally Imbalanced**: Current funding levels for 61 CFDs are inadequate and as programmed require use of the individual district's fund balance (one-time revenue) to support operations. These CFDs are at risk and will have an operating deficit in less than 20 years (27 CFDs within five (5) years, 21 within 10 years, and 13 within 10-20 years). Increases are being recommended in 2026-27 for these CFDs to mitigate the current and future risk.
- **Operational Deficit:** Current funding levels for 8 CFDs are inadequate and as programmed are operating in a deficit (expenses exceed revenues). Increases are being recommended for these CFD's as part of a five-year funding plan to mitigate their current deficiencies.

Pursuant to Government Code Section 53340, Ordinances have been adopted to levy a special tax at the rate and in the manner specified in each district Rate and Method of Apportionment. Each district Rate and Method of Apportionment has been approved and adopted by the City Council.

Annually, the City Council adopts a resolution as required by the County of San Bernardino Auditor-Controller/Treasurer/Tax Collector to place the special tax on the next County assessment roll.

The proposed Fiscal Year 2026-27 special tax rates are shown for each district in the Exhibit attached to the resolution. **Of the 82 CFD's presented in this item, 55 are proposed to receive rate increases, while the remaining 27 will remain unchanged from the prior fiscal year:**

	2025-2026 Current Residential Rate	2026-2027 Proposed Residential Rate	$ Increase	% Increase
CFD # 2	$ 14.82	$ 15.42	0.60	2%
CFD # 6	$ 441.87	$ 441.87	-	0%
CFD # 6-1	$ 520.16	$ 533.16	13.00	2%
CFD # 6-2	$ 512.94	$ 512.94	-	0%
CFD # 6-3a	$ 480.00	$ 516.00	36.00	8%
CFD # 8	$ 297.00	$ 302.94	5.94	2%
CFD # 9M	$ 490.44	$ 564.01	73.57	15%
CFD # 10M	$ 4,260.79	$ 4,260.79	-	0%
CFD # 13M	$ 598.90	$ 622.85	23.96	4%
CFD # 14M	$ 608.05	$ 632.36	24.32	4%
CFD # 15M	$ 449.69	$ 517.14	67.45	15%
CFD # 16M	$ 481.53	$ 553.76	72.23	15%
CFD # 18M	$ 438.27	$ 455.80	17.53	4%
CFD # 20M	$ 594.83	$ 618.62	23.79	4%
CFD # 21M	$ 552.08	$ 574.16	22.08	4%
CFD # 23M	$ 322.91	$ 371.35	48.44	15%
CFD # 24M	$ 450.11	$ 468.11	18.00	4%
CFD # 25M	$ 526.85	$ 547.92	21.07	4%
CFD # 27M	$ 778.64	$ 833.14	54.50	7%
CFD # 28M	$ 461.13	$ 479.58	18.45	4%
CFD # 29M	$ 524.69	$ 603.39	78.70	15%
CFD # 30M	$ 496.46	$ 516.32	19.86	4%
CFD # 32M	$ 366.68	$ 381.35	14.67	4%
CFD # 33M	$ 176.75	$ 176.75	-	0%
CFD # 34M	$ 125.80	$ 125.80	-	0%
CFD # 35M	$ 929.49	$ 929.49	-	0%
CFD # 36M	$ 402.22	$ 462.55	60.33	15%
CFD # 38M	$ 499.55	$ 499.55	-	0%
Continued on next page				

	2025-2026 Current Residential Rate	2026-2027 Proposed Residential Rate	$ Increase	% Increase
CFD # 39M	$ 504.19	$ 579.82	75.63	15%
CFD # 40M	$ 390.00	$ 405.60	15.60	4%
CFD # 41M	$ 705.55	$ 733.77	28.22	4%
CFD # 42M	$ 560.84	$ 583.27	22.43	4%
CFD # 44M	$ 560.84	$ 583.27	22.43	4%
CFD # 45M	$ 674.14	$ 674.14	-	0%
CFD # 46M	$ 712.76	$ 712.76	-	0%
CFD # 47M	$ 763.64	$ 778.91	15.27	2%
CFD # 48M	$ 844.60	$ 844.60	-	0%
CFD # 49M	$ 849.75	$ 849.75	-	0%
CFD # 50M	$ 419.21	$ 482.09	62.88	15%
CFD # 51M	$ 696.80	$ 696.80	-	0%
CFD # 53M	$ 567.53	$ 567.53	-	0%
CFD # 54M	$ 725.12	$ 739.62	14.50	2%
CFD # 55M	$ 813.70	$ 813.70	-	0%
CFD # 56M	$ 280.00	$ 299.60	19.60	7%
CFD # 57M	$ 997.04	$ 997.04	-	0%
CFD # 58M	$ 315.00	$ 337.05	22.05	7%
CFD # 59M	$ 400.00	$ 416.00	16.00	4%
CFD # 60M	$ 808.55	$ 808.55	-	0%
CFD # 61M	$ 621.09	$ 645.93	24.84	4%
CFD # 62M	$ 697.00	$ 710.94	13.94	2%
CFD # 63M	$ 575.00	$ 575.00	-	0%
CFD # 64M	$ 633.45	$ 633.45	-	0%
CFD # 65M	$ 618.00	$ 618.00	-	0%
CFD # 67M	$ 587.10	$ 587.10	-	0%
CFD # 68M	$ 664.35	$ 664.35	-	0%
CFD # 69M	$ 535.34	$ 535.34	-	0%
CFD # 72M	$ 640.15	$ 665.76	25.61	4%
CFD # 73M	$ 576.80	$ 576.80	-	0%
CFD # 75M	$ 545.90	$ 567.74	21.84	4%
CFD # 76M	$ 713.79	$ 742.34	28.55	4%
CFD # 77M	$ 664.35	$ 690.92	26.57	4%
CFD # 78M	$ 402.22	$ 462.55	60.33	15%
CFD # 79M	$ 21,500.00	$ 21,500.00	-	0%
CFD # 82M	$ 267.80	$ 267.80	-	0%
CFD # 83M	$ 664.35	$ 664.35	-	0%
CFD # 84M	$ 650.00	$ 676.00	26.00	4%
CFD # 91M	$ 760.00	$ 790.40	30.40	4%
CFD # 92M	$ 906.40	$ 924.53	18.13	2%
CFD # 93M	$ 849.75	$ 883.74	33.99	4%

CFD # 93M	$ 849.75	$ 883.74	33.99	4%
CFD # 94M	$ 350.00	$ 364.00	14.00	4%
CFD # 96M	$ 1,030.20	$ 1,050.80	20.60	2%
Continued on next page				

	2025-2026 Current Residential Rate	2026-2027 Proposed Residential Rate	$ Increase	% Increase
CFD # 97M	$ 400.00	$ 416.00	16.00	4%
CFD # 98M	$ 670.00	$ 696.80	26.80	4%
CFD # 101M	$ 655.00	$ 681.20	26.20	4%
CFD # 102M	$ 835.00	$ 868.40	33.40	4%
CFD # 103M	$ 880.00	$ 897.60	17.60	2%
CFD # 104M	$ 1,060.00	$ 1,081.20	21.20	2%
CFD # 105M	$ 495.43	$ 530.11	34.68	7%
CFD # 110M	$ 968.00	$ 987.36	19.36	2%
CFD # 114M	$ 648.00	$ 660.96	12.96	2%
CFD # 115M	$ 2,246.95	$ 2,246.95	-	0%
CFD # 116M	$ 527.00	$ 606.05	79.05	15%

The special tax levied on each assessable parcel within each CFD is necessary to pay the costs and expenses of each CFD. A list of each parcel and the related specific tax for each parcel is available for viewing in the City Clerk's Office.

The CFDs were established after the adoption of Proposition 218 and comply with its requirements because the CFDs and the special taxes were approved by the consent of the property owners at the time each CFD was formed.

FISCAL IMPACT:
The proposed Fiscal Year 2026-2027 special tax rates will generate approximately $6.69 million to fund annual landscape and lighting maintenance costs within each CFD.

MOTION:
Approve staff recommendation.

RESOLUTION NO. 2026-057

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN THE CITY OF FONTANA MAINTENANCE COMMUNITY FACILITIES DISTRICTS FOR FISCAL YEAR 2026-2027.

WHEREAS, the City Council of the City of Fontana, (the "City Council") has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes in the maintenance community facilities districts identified in Exhibit "A" attached hereto and incorporated herein by this reference, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"); and

WHEREAS, the City Council, by ordinance, as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of special taxes to pay for the maintenance of authorized improvements and facilities and other costs and expenses related to said community facilities districts, and the City Council desires to establish the specific rate of the special taxes to be levied and collected with the community facilities districts identified on Exhibit "A" for Fiscal Year 2026-2027.

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

Section 1. That the above recitals are all true and correct and that all legal prerequisites to the adoption of this Resolution have been duly and regularly taken.

Section 2. The specific rate and amount of the special tax to be collected for Fiscal Year 2026-2027 for the community facilities districts identified in Exhibit "A" is hereby determined and established as set forth in Exhibit "A" attached hereto. Said special taxes shall be and are hereby levied for Fiscal Year 2026-2027 on all parcels of real property that are subject to taxation within each community facilities district identified on Exhibit "A" and in the amount set forth for each such parcel on file with the City Clerk.

Section 3. The rate as set forth above does not exceed the amount previously authorized by Ordinance of the City Council, and is not in excess of that as previously approved by the qualified electors of the District.

Section 4. The proceeds of the Special Tax shall be used to pay the costs of maintenance of authorized facilities and improvements for each community facilities district and for payment of administrative expenses incurred in connection with the levy and collection of said Special Taxes.

Section 5. The above authorized Special Tax shall be collected in the same manner as ordinary *ad valorem* property taxes are collected and shall have the same lien and priority in the case of delinquency as is provided for *ad valorem* taxes.

Section 6. All monies above collected shall be paid into the designated fund for each community facilities district.

Section 7. The City Clerk is hereby directed to transmit or cause to be transmitted to the Auditor of the County of San Bernardino for entry in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected, the installment of the Special Tax as set forth in the documents on file with the City Clerk.

Section 8. The County Auditor shall then, at the close of the tax collection period, promptly render to this Agency a detailed report showing the amount and/or amounts of such Special Tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

APPROVED AND ADOPTED this 23rd day of June, 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 resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting on the 23rd day of June, 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

City of Fontana
Special Assessments Maintenance Districts
Fiscal Year 2026-2027

Type & Number	# parcels	Rates	Total
CFD # 2*	3,724	$ 15.42	86,830.03
CFD # 6	962	441.87	425,078.94
CFD # 6-1*	402	533.16	214,330.32
CFD # 6-2	183	512.94	93,868.02
CFD # 6-3a*	476	516.00	245,616.00
CFD # 8*	274	302.94	83,005.56
CFD # 9M*	376	various	212,066.08
CFD # 10M	10	various	42,607.89
CFD # 13M*	933	various	581,121.34
CFD # 14M*	790	various	499,567.21
CFD # 15M*	738	517.14	381,649.32
CFD # 16M*	101	553.76	55,929.76
CFD # 18M*	16	455.80	7,292.80
CFD # 20M*	64	618.62	39,591.68
CFD # 21M*	74	574.16	42,487.84
CFD # 23M*	26	371.35	9,655.10
CFD # 24M*	102	468.11	47,747.22
CFD # 25M*	175	547.92	95,886.00
CFD # 27M*	85	833.14	70,816.90
CFD # 28M*	355	479.58	170,250.90
CFD # 29M*	57	603.39	34,393.23
CFD # 30M*	485	516.32	250,415.20
CFD # 32M*	50	381.35	19,067.50
CFD # 33M	37	176.75	46,699.09
CFD # 34M	168	various	21,135.12
CFD # 35M	649	929.49	603,239.01
CFD # 36M*	62	462.55	28,678.10
CFD # 38M	363	499.55	181,336.65
CFD # 39M*	48	579.82	27,831.36
CFD # 40M*	27	405.60	10,951.20
CFD # 41M*	22	733.77	16,142.94
CFD # 42M*	88	583.27	51,327.76
CFD # 44M*	18	583.27	10,498.86
CFD # 45M	168	674.14	113,255.52
CFD # 46M	70	712.76	49,893.20
CFD # 47M*	17	778.91	13,241.47
CFD # 48M	90	844.60	76,014.00
CFD # 49M	17	849.75	14,445.75
CFD # 50M*	96	482.09	46,280.64
CFD # 51M	107	696.80	74,557.60
CFD # 53M	16	567.53	9,080.48
CFD # 54M*	39	739.62	28,845.18
CFD # 55M	9	813.70	7,323.30
CFD # 56M*	62	299.60	27,862.80
CFD # 57M	17	997.04	16,949.68
CFD # 58M*	14	337.05	4,718.70
CFD # 59M*	1	416.00	2,496.00
CFD # 60M	16	808.55	12,936.80
CFD # 61M*	77	645.93	57,487.77
CFD # 62M*	8	710.94	5,687.52
CFD # 63M	95	575.00	54,625.00
CFD # 64M	1	633.45	5,067.60
CFD # 65M	33	618.00	20,394.00
CFD # 67M	74	587.10	43,445.40
CFD # 68M	38	664.35	25,245.30
CFD # 69M	332	535.34	177,732.88
CFD # 72M*	19	665.76	12,649.44
CFD # 73M	117	576.80	67,485.60
CFD # 75M*	27	567.74	15,328.98
CFD # 76M*	53	742.34	39,344.02
CFD # 77M*	20	690.92	13,818.40
CFD # 78M*	205	462.55	90,913.15
CFD # 79M	1	N/A	21,500.00
CFD # 82M	110	267.80	29,458.00
CFD # 83M	96	664.35	63,777.60
CFD # 84M*	30	676.00	20,280.00
CFD # 91M*	8	790.40	6,323.20
CFD # 92M*	19	924.53	17,566.07
CFD # 93M*	15	883.74	13,256.10
CFD # 94M*	6	364.00	2,184.00
CFD # 96M*	11	1,050.80	11,558.80
CFD # 97M*	13	416.00	5,408.00
CFD # 98M*	9	696.80	6,271.20
CFD # 101M*	12	681.20	8,174.40
CFD # 102M*	6	868.40	5,210.40
CFD # 103M*	5	897.60	4,488.00
CFD # 104M*	13	1,081.20	14,055.60
CFD # 105M*	96	530.11	50,890.56
CFD # 110M*	18	987.36	17,772.48
CFD # 114M*	85	660.96	56,181.60
CFD # 115M	6	2,246.95	426,000.00
CFD # 116M*	127	606.05	76,968.35
Totals	14,464		6,691,565.47

*2026-2027 rate for this district has been increased as allowed in the Rate and Method of Apportionment.

File #: 26-1079
Agenda #: O.

Agenda Date: 6/23/2026
Category: Consent Calendar

FROM:
Finance

SUBJECT:
Levy of a Special Tax in Community Facilities District No. 1 (Southridge Village) for Fiscal Year 2026-2027.

RECOMMENDATION:
Adopt **Resolution No. 2026-058,** Authorizing the Levy of a Special Tax in Community Facilities District No. 1 (Southridge) for Fiscal Year 2026-2027.

COUNCIL GOALS:

- Practice sound fiscal management by developing long-term funding and debt management plans.

DISCUSSION:
To mitigate the fiscal impact of Southridge Village, the City Council adopted Resolution 84-13 establishing Community Facilities District No. 1 (Southridge). The District was established to fund and provide the following services:

- Police Services
- Fire protection, suppression, ambulance and paramedic services
- Operation and maintenance of parks and parkways

Pursuant to the Special Tax Rate and Method of Apportionment, adopted by the City Council on November 15, 1983, the special tax rate in the District may annually increase by an amount which is the lesser of (1) the annual increase in the consumer price index (CPI) as determined by the U.S. Department of Labor Statistics or (2) five percent (5%) of the maximum special tax rate.

The proposed Fiscal Year 2026-2027 maximum special tax rate for the District is $1,168.10 per equivalent dwelling unit. This reflects a 3.7% ($41.68) increase over the prior fiscal year as the annual increase in CPI was 3.7%. **The proposed actual tax will increase by 10% ($87.78) to $965.60.**

As recommended, the 10% increase proposed doesn't fully fund the maintenance expenses for the District and use of fund balance in the amount of $621,030 is required. The City is conducting a citywide comprehensive analysis and review of its community facility districts. Following this, the City will present recommendations to the Council for a long-term funding plan to ensure that services are fully funded, and districts remain sustainable.

The City's special taxes for this District have been reviewed in light of the passage of Proposition 218. The recommended actions comply with the provisions of this proposition.

A listing of the parcels and the related specific tax for each parcel is available for viewing in the City Clerk's office.

FISCAL IMPACT:
The proposed actual tax of $965.60 per dwelling unit reflects an increase of $87.78 and will generate approximately $7.16 million, an increase $650,530. It is projected that the proposed actual rate will not generate sufficient revenues to cover the costs of providing these services to the District. Fully funding expenses without the use of fund balance would require a 20% increase to the maintenance assessment. The 10% increase will require the utilization of $621,030 or 65% of current estimated fund balance.

MOTION:
Approve staff recommendation.

RESOLUTION NO. 2026-058

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN COMMUNITY FACILITIES DISTRICT NO. 1 (SOUTHRIDGE VILLAGE) FOR FISCAL YEAR 2026-2027.

WHEREAS, the City Council of the City of Fontana, (the "City Council") has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"). This Community Facilities District shall hereinafter be referred to as COMMUNITY FACILITIES DISTRICT NO. 1; and

WHEREAS, the City Council, by Ordinance, as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to said Community Facilities District, and the City Council desires to establish the maximum special tax and the actual rate of the special tax to be collected for Fiscal Year 2026-2027; and

WHEREAS, funds of the City are not available to pay for the police protection, fire protection, and the operation and maintenance of parks and parkways in the District during Fiscal Year 2026-2027.

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

Section 1. That the above recitals are all true and correct.

Section 2. In a manner of apportionment as authorized by Resolution No. 84-13, as amended in Resolution No. 84-57, and as approved by the qualified electors, the specific rate and amount of the special tax to be collected to pay for the costs and expenses for Fiscal Year 2025-2026 for the referenced District are hereby determined and established as follows:

a. For each single or multi-family residential dwelling unit within the District, whether attached, detached or a condominium, as defined by Civil Code Section 783, located within each County Assessor's parcel for which a building permit has been issued, the maximum rate of said special tax shall be one thousand one hundred sixty-eight dollars and ten cents ($1,168.10) for Fiscal Year 2026-2027. The actual tax amount increased by 10% over the prior fiscal year to $965.60.

b. For property within each County Assessor's parcel in the District developed for any non-residential use of a commercial or other business nature for which a building permit or use permit has been issued, same rate as provided in subparagraph (a), with the limitations and qualifications as contained therein, and shall be determined on the basis of five (5) residential dwelling units per acre or portion thereof for such commercial development upon any such parcel, as herein above set forth; provided that the applicable maximum rate of the special tax for a particular fiscal year for any commercially zoned and developed parcel or condominium ownership unit developed for a commercial use and which comprises a separate County Assessor's parcel shall not be less than the maximum rate of the special tax which otherwise could have been levied in full on a single or multi-family residential dwelling unit or condominium unit with a County Assessor's parcel in accordance with Paragraph 2(a) hereof.

Section 3. The rate as set forth above does not exceed the amount previously authorized by Ordinance of the City Council, and is not in excess of that as previously approved by the qualified electors of the District.

Section 4. The proceeds of the Special Tax shall be used to pay, in whole or in part, the costs of the following:

a. Police protection
b. Fire protection
c. Operation and maintenance of parks and parkways
d. Repayment of City advances and loans, if appropriate.

Section 5. The above authorized Special Tax shall be collected in the same manner as ordinary *ad valorem* property taxes are collected and shall have the same lien and priority in the case of delinquency as is provided for *ad valorem* taxes.

Section 6. All monies above collected shall be paid into the Community Facilities District's fund.

Section 7. The City Manager is hereby directed to transmit or cause to be transmitted to the Auditor of the County of San Bernardino for entry in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "Public Improvement, Special Tax" or by any other suitable designation.

Section 8. The County Auditor shall then, at the close of the tax collection period, promptly render to this Agency a detailed report showing the amount and/or amounts of such Special Tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

APPROVED AND ADOPTED this 23rd day of June 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 resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting on the 23rd day of June 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

City of Fontana
Community Facilities District No. 1
Southridge Village

Special Tax Allocation - Costs to be Allocated
Fiscal Year 2026-2027

Services Authorized		Total	%	Per Unit
Police Services	$	1,898,795	27%	$ 256.22
Fire Protection		1,163,729	16%	157.03
Landscaping		3,992,641	56%	538.76
Delinquency Allowance		143,116	2%	19.31
Funded from Other Sources		(42,462)	-1%	(5.73)
Total Levy	$	7,155,820	100.00%	$965.60

File #: 26-1080
Agenda #: P.

Agenda Date: 6/23/2026
Category: Consent Calendar

FROM:
Finance

SUBJECT:
Levy of a Special Taxes for Fiscal Year 2026-27 with respect to Community Facilities Districts of City of Fontana.

RECOMMENDATION:
Adopt **Resolution No. 2026-059,** of the City Council of the City of Fontana, California, authorizing the Levy of a Special Tax for the City of Fontana's Community Facilities Districts for Fiscal Year 2026-2027.

COUNCIL GOALS:

- Practice sound fiscal management by fully funding liabilities and reserves.
- Practice sound fiscal management by developing long-term funding and debt management plans.

DISCUSSION:
Community Facilities Districts (CFD) for infrastructure were established for the purpose of funding annual debt service for authorized bonded indebtedness. The City maintains 27 infrastructure CFDs of which 23 also have maintenance services assessed for landscape, lighting, and park maintenance within each CFD and the surrounding areas throughout the City and a separate special tax is calculated for each. The special taxes are referred to as Special Tax Rate A (Bond) and Special Tax Rate B (Maintenance).

The special tax levied on each assessable parcel within each CFD is necessary to pay principal and interest on the outstanding bonded indebtedness and authorized administrative expenses (Special Tax A); and the annual maintenance costs of each District (Special Tax B).

Special Tax Rate A (Bond)
Pursuant to Government Code Section 53340, Ordinances have been adopted to levy a special tax at the rate and in the manner specified in each district Rate and Method of Apportionment, and a resolution must be adopted by the City Council annually to levy a special tax to pay for the maturing principal and interest on the bonds. The rate and method of apportionment of the special tax was originally set forth at the time of formation for each of the CFDs. Annually, the City Council adopts a resolution as required by the County of San Bernardino Auditor-Controller/Treasurer/Tax Collector to place the special tax on the next County assessment roll.

The portion of the special tax rate necessary to pay the principal and interest on the outstanding bonded indebtedness and authorized incidental expenses is comprised of available cash balance,

debt service payments, and administration costs (Exhibits B, Schedule 1).

The proposed special tax rates for Fiscal Year 2026-27 were developed according to the Rate and Method of Apportionment for each of the Community Facilities Districts. The amount of special taxes proposed for enrollment for Fiscal Year 2026-27 do not exceed the maximum annual rates approved at the time of formation for each of the CFDs.

The levies proposed for Special Tax Rate A (Bond) for Fiscal Year 2026-27 are generally unchanged from the prior fiscal year, except for the following districts:

- CFD #7 - a decrease of 35% is proposed as the bond is scheduled to mature in 2028, and a projected surplus from FY 2025-26 will be applied as a credit toward the annual levy.
- CFD #11 - a decrease of 21% is proposed as the bond is scheduled to mature in 2028, and a projected surplus from FY 2025-2026 will be applied as a credit toward the annual levy.
- CFD #12 - a decrease of 1% is proposed as the bond is scheduled to mature in 2030, and a projected surplus from FY 2025-26 will be applied as a credit toward the annual levy.
- CFD #113 - an increase of 53% is proposed to fund the additional FY 2025-26 development.
- CFD #117 - first year of Special Tax A Levy for FY 2025-26 development.

	2025-2026 Current Levy	2026-2027 Proposed Levy	$ Inc/(Dec)	% Inc/(Dec)
CFD #7	$ 268,159	$ 173,890	(94,269)	-35%
CFD #11	$ 543,294	$ 426,745	(116,549)	-21%
CFD #12	$ 1,469,399	$ 1,454,705	(14,694)	-1%
CFD #22	$ 2,695,627	$ 2,695,627	-	0%
CFD #31	$ 2,567,257	$ 2,567,257	-	0%
CFD #37	$ 237,311	$ 237,311	-	0%
CFD #70	$ 168,889	$ 168,889	-	0%
CFD #71	$ 360,464	$ 360,464	-	0%
CFD #74B	$ 367,297	$ 367,297	-	0%
CFD #80	$ 803,068	$ 803,068	-	0%
CFD #81	$ 481,246	$ 481,246	-	0%
CFD #85	$ 1,492,762	$ 1,492,762	-	0%
CFD #86	$ 342,955	$ 342,955	-	0%
CFD #87	$ 521,961	$ 521,961	-	0%
CFD #88	$ 468,045	$ 468,045	-	0%
CFD #89	$ 406,493	$ 406,493	-	0%
CFD #90	$ 1,466,948	$ 1,466,948	-	0%
Continued on next page				

	2025-2026 Current Levy	2026-2027 Proposed Levy	$ Inc/(Dec)	% Inc/(Dec)
CFD #95	$ 672,844	$ 672,844	-	0%
CFD #99	$ 384,661	$ 384,661	-	0%
CFD #100	$ 439,955	$ 439,955	-	0%
CFD #106	$ 527,500	$ 527,500	-	0%
CFD #107	$ 300,135	$ 300,135	-	0%
CFD #109	$ 2,491,353	$ 2,491,353	-	0%
CFD #111	$ 596,451	$ 596,451	-	0%
CFD #112	$ 2,240,463	$ 2,240,463	-	0%
CFD #113	$ 533,144	$ 817,979	284,835	53%
CFD #117*	$ -	$ 132,190	132,190	
Total Special Tax A Levy	**22,847,681**	**23,039,194**		

*First year of special tax levy.

Special Tax Rate B (Maintenance)
Community Facilities Districts (CFD) for maintenance services were established for the purpose of funding annual landscape, lighting, and park maintenance within each CFD and the surrounding areas throughout the City. The City maintains 106 maintenance CFDs including 23 in this item and the other 83 being presented as companion items on today's agenda. ***Of the 106 CFDs being considered on today's agenda, the average increase is 3.82% (does not include one CFD that is increasing due to additional development having been completed over the last fiscal year).***

CFDs are categorized in three financial categories including solvent/self-sufficient, at risk/structurally imbalanced, and operational deficit and are detailed below:

- **Solvent/Self-Sufficient**: Based upon current funding levels, 37 CFDs are considered to be solvent with no going-concern as their revenue is sufficient for their operating expenditures or the use of fund balance annually supports the CFD for more than 20 years. As such, 17 of these CFDs have recommended increases for 2026-27 to maintain their solvency.
- **At Risk/Structurally Imbalanced**: Current funding levels for 61 CFDs are inadequate and as programmed require use of the individual district's fund balance (one-time revenue) to support operations. These CFDs are at risk and will have an operating deficit in less than 20 years (27 CFDs within five (5) years, 21 within 10 years, and 13 within 10-20 years). Increases are being recommended in 2026-27 for these CFDs to mitigate the current and future risk.
- **Operational Deficit:** Current funding levels for 8 CFDs are inadequate and as programmed are operating in a deficit (expenses exceed revenues). Increases are being recommended for these CFD's as part of a five-year funding plan to mitigate their current deficiencies.

Pursuant to Government Code Section 53340, Ordinances have been adopted to levy a special tax at the rate and in the manner specified in each district Rate and Method of Apportionment. Each district Rate and Method of Apportionment has been approved and adopted by the City Council. Annually, the City Council adopts a resolution as required by the County of San Bernardino Auditor-

Controller/Treasurer/Tax Collector to place the special tax on the next County assessment roll.

	2025-2026 Current Levy	2026-2027 Proposed Levy	$ Inc/(Dec)	% Inc/(Dec)
CFD #7	$ 126,892	$ 145,928	19,036	15%
CFD #11	$ -	$ -	-	0%
CFD #12	$ 1,033,068	$ 1,033,068	-	0%
CFD #22	$ -	$ -	-	0%
CFD #31	$ 480,225	$ 499,434	19,209	4%
CFD #37	$ 98,345	$ 98,345	-	0%
CFD #70	$ 80,216	$ 80,216	-	0%
CFD #71	$ 132,632	$ 132,632	-	0%
CFD #74M	$ 84,645	$ 84,645	-	0%
CFD #80	$ 240,696	$ 240,696	-	0%
CFD #81	$ 123,498	$ 132,142	8,644	7%
CFD #85	$ 430,823	$ 430,823	-	0%
CFD #86	$ 67,632	$ 67,632	-	0%
CFD #87	$ 77,224	$ 88,806	11,582	15%
CFD #88	$ 113,665	$ 113,665	-	0%
CFD #89	$ 60,900	$ 60,900	-	0%
CFD #90	$ 362,601	$ 362,601	-	0%
CFD #95	$ 183,773	$ 183,773	-	0%
CFD #99	$ -	$ -	-	0%
CFD #100	$ 82,990	$ 82,990	-	0%
CFD #106	$ 92,040	$ 92,040	-	0%
CFD #107	$ 39,911	$ 45,898	5,987	15%
CFD #109	$ 353,570	$ 353,570	-	0%
CFD #111	$ 72,468	$ 83,338	10,870	15%
CFD #112	$ 304,580	$ 350,268	45,688	15%
CFD #113	$ 23,650	$ 118,900	95,250	403%
CFD #117	$ -	$ -	-	0%
Total Special Tax B Levy	**4,666,044**	**4,882,310**		

Proposed increases are required due to:

- Operational deficit - CFD #111
- At risk/structural imbalance - CFD #s 7, 31, 81, 87, 107, and 112
- New development - CFD #113

The proposed Fiscal Year 2026-27 special tax rates (Special Tax A and Special Tax B) are outlined in Exhibit B, Schedule 2.

A comparison of the total special tax levy and rates (A and B) for Fiscal Year 2025-2026 and Fiscal

Year 2026-2027 is outlined in Exhibits B, Schedule 3.

FISCAL IMPACT:
The fiscal impact associated with the approval of this item is an increase in the Fiscal Year 2026-27 Special Tax A rates of $191,513 for a total of $23.0 million to fund annual debt service payments and administrative costs and an increase in the Special Tax B rates of $216,266 for a total of $4.9 million to fund annual maintenance costs within each CFD.

MOTION:
Approve staff recommendation.

RESOLUTION NO. 2026-059

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, AUTHORIZING THE LEVY OF A SPECIAL TAXES DURING FISCAL YEAR 2026-2027 TO PAY DEBT SERVICE ON BONDS AND TO PAY THE ANNUAL COSTS OF MAINTENANCE AND ADMINISTRATIVE EXPENSES WITH RESPECT TO COMMUNITY FACILITIES DISTRICTS OF CITY OF FONTANA.

WHEREAS, the City Council of the City of Fontana, (the "City Council") has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act").

WHEREAS, The City of Fontana Community Facilities Districts included in this Resolution are included in Exhibit "A" attached hereto and shall hereinafter collectively be referred to as "CITY OF FONTANA COMMUNITY FACILITIES DISTRICTS"; and

WHEREAS, the City Council, by Ordinance, as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to said City of Fontana Community Facilities Districts, and the City Council desires to establish the specific rate of the special tax to be collected for Fiscal Year 2026-2027 in compliance with the ordinances of each City of Fontana Community Facilities Districts.

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

Section 1. That the above recitals are all true and correct and are incorporated herein by this reference.

Section 2. The specific rate and amount of the special tax to be collected to pay for the costs and expenses for Fiscal Year 2026-2027 for the City of Fontana Community Facilities Districts is hereby determined and established as set forth in Exhibits "B" attached hereto and incorporated herein by reference provided. However, the City Manager is hereby authorized to reduce the specific rate and method of the special tax as shown in Exhibits "B", as determined by the City Manager in his discretion, to a lower rate and amount of the special tax if it will be sufficient to pay for the costs and expenses for such fiscal year.

Section 3. The rates as set forth above do not exceed the amount previously authorized by Ordinance of the City Council, and are not in excess of that as previously approved by the qualified electors of the City of Fontana Community Facilities Districts.

Section 4. The proceeds of Special Tax A shall be used to pay, in whole or in part, the costs of the following, in the following order of priority:

(a) Payment of principal and interest on any outstanding authorized bonded indebtedness;

(b) Necessary replenishment of bond reserve funds or other reserve funds;

(c) Payment of costs and expenses of authorized public facilities and incidental expenses pursuant to the Act; and

(d) Repayment of advances and loans, as appropriate.

The basis for the determination of Special Tax A needed for the 2026-2027 fiscal year is set forth in Exhibit "B", attached hereto and incorporated herein by reference.

Section 5. The proceeds of Special Tax B shall be used to pay the costs of park, parkways and open space maintenance of the City of Fontana Community Facilities Districts and for the payment of administrative expenses incurred in connection with the levy and collection of said Special Tax B.

Section 6. The above authorized Special Tax shall be collected at the same time and in the same manner as ordinary *ad valorem* property taxes are collected and shall have the same lien and priority in the case of delinquency as is provided for *ad valorem* taxes.

Section 7. All monies above collected shall be paid into the City of Fontana Community Facilities Districts' funds, including any bond and reserve funds.

Section 8. The City Manager is hereby directed to transmit or cause to be transmitted to the Auditor of the County of San Bernardino for entry in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "Public Improvement, Special Tax" or by any other suitable designation, the installment of the Special Tax as set forth in Exhibit "B" or as adjusted pursuant to the provisions of Section 2 above.

Section 9. The County Auditor shall then, at the close of the tax collection period, promptly render to this Agency a detailed report showing the amount and/or amounts of such Special Tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

APPROVED AND ADOPTED this 23rd day of June 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 resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting on the 23rd day of June 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"

COMMUNITY FACILITIES DISTRICTS OF CITY OF FONTANA

1. Community Facilities District No. 7 – Country Club Estates
2. Community Facilities District No. 11 – Heritage West End
3. Community Facilities District No. 12 – Sierra Lakes
4. Community Facilities District No. 22 – Sierra Hills South
5. Community Facilities District No. 31 – Citrus Heights North
6. Community Facilities District No. 37 – Montelago
7. Community Facilities District No. 70 – Avellino
8. Community Facilities District No. 71 – Sierra Crest
9. Community Facilities District No. 74B and 74M – Citrus/Summit
10. Community Facilities District No. 80 – Bella Strada
11. Community Facilities District No. 81 – Gabriella
12. Community Facilities District No. 85 – The Meadows
13. Community Facilities District No. 86 – Etiwanda Ridge
14. Community Facilities District No. 87 – El Paseo
15. Community Facilities District No. 88 – Sierra Crest II
16. Community Facilities District No. 89 – Belrose
17. Community Facilities District No. 90 – Summit at Rosena Phase One
18. Community Facilities District No. 95 – Summit at Rosena Phase Two
19. Community Facilities District No. 99 – The Retreat
20. Community Facilities District No. 100 – Victoria
21. Community Facilities District No. 106 – Mountain View
22. Community Facilities District No. 107 – Highland
23. Community Facilities District No. 109 – Narra Hills

24. Community Facilities District No. 111 – Monterado

25. Community Facilities District No. 112 – The Gardens Phase One

26. Community Facilities District No. 113 – The Gardens Phase Two

27. Community Facilities District No. 117 – Southridge

Exhibit "B"

City of Fontana
Community Facilities District No. 7
Country Club Estates Tr. 13332

Schedule 1

Special Tax Allocation - Costs to be Allocated
Fiscal Year 2026-2027

Principal Payment 09/2026	$ 215,000	Bond Service Funds Available	$ 353,639
Interest Payment 09/2026	13,400	Proposed Special Tax Levy	173,890
Administration Costs (2026)	25,105	Allowance for Delinquencies	(5,217)
Interest Payment 03/2027	9,100		
Principal Payment 09/2027	225,000		
Interest Payment 09/2027	9,100		
Administration Costs (2027)	25,607		
Total Costs	$ 522,312	Available Funds	$ 522,312

Schedule 2

Proposed Special Tax Rates for Fiscal Year 2026-2027
(Special Tax A and Special Tax B)

Residential Lot Size	Special Tax A	Special Tax B	Total Special Tax Rate
Small (less than 7,200 sq ft)	$ 432.67	$ 398.71	$ 831.38
Medium (7,200 to 9,999 sq ft)	496.46	398.71	895.17
Large (10,000 sq ft or larger)	560.74	398.71	959.45
Total Proposed Levy	$ 173,890	$ 145,928	$ 319,817

Schedule 3

Comparison of Special Tax Levy and Rates by Fiscal Years
(Special Tax A and Special Tax B)

Tax Classification (Land Use)	FY 2025 - 2026 Special Tax	FY 2025 - 2026 Rate	FY 2026 - 2027 Special Tax	FY 2026 - 2027 Rate	Total Special Tax A and B Percent Rate Change
Small (less than 7,200 sq ft)	$ 189,605	$ 1,013.93	$ 155,468	$ 831.38	-18%
Medium (7,200 to 9,999 sq ft)	127,915	1,112.30	102,945	895.17	-20%
Large (10,000 sq ft or larger)	77,532	1,211.43	61,405	959.45	-21%
	$ 395,051		$ 319,817		

Exhibit "B"

City of Fontana
Community Facilities District No. 11
Heritage West End Tr. 11551

Schedule 1

Special Tax Allocation - Costs to be Allocated
Fiscal Year 2026-2027

Principal Payment 09/2026	$ 445,000	Bond Service Funds Available	$ 642,556
Interest Payment 09/2026	27,700	Proposed Special Tax Levy	426,745
Administration Costs (2026)	42,672	Allowance for Delinquencies	(12,802)
Interest Payment 03/2027	18,800		
Principal Payment 09/2027	460,000		
Interest Payment 09/2027	18,800		
Administration Costs (2027)	43,526		
Total Costs	$ 1,056,498	Available Funds	$ 1,056,498

Schedule 2

Comparison of Special Tax Levy and Rates by Fiscal Years

Tax Classification (Land Use)	FY 2025 - 2026 Special Tax	FY 2025 - 2026 Rate	FY 2026 - 2027 Special Tax	FY 2026 - 2027 Rate	Assessed Percent Rate Change
1 - R 3,500 sq ft	$ 31,246	$ 495.97	$ 13,931	$ 221.12	-55%
2 - R 3,280-3,499 sq ft	9,802	466.74	4,370	208.09	-55%
3 - R 3,000-3,279 sq ft	30,226	457.97	13,476	204.18	-55%
4 - R 2,781-2,999 sq ft	26,774	405.67	11,937	180.86	-55%
5 - R 2,601-2,780 sq ft	5,516	393.98	2,459	175.65	-55%
6 - R 2,601-2,780 sq ft	24,110	370.92	10,749	165.37	-55%
7 - R 2,401-2,600 sq ft	356	356.30	159	158.85	-55%
8 - R 2,281-2,400 sq ft	29,793	327.40	13,283	145.97	-55%
9 - R 2,050 sq ft	28,922	298.17	12,894	132.93	-55%
10 - Non-residential (sq ft)	9,005	0.23	4,054	0.1030	-55%
11 - Non-residential (acre)	3,856	2,966.47	1,736	1,335.65	-55%
12 - Commercial [1]	321,107	29,870.51	327,529	30,467.92	2%
13 - Commercial	22,580	2,932.54	10,169	1,320.38	-55%
14 - Undeveloped	0	0.00	0	0.00	
	$ 543,294		$ 426,745		

[1] Pursuant to the Rate and Method, Tax Class 1 Property is assessed at 100% of the applicable Maximum Special Tax.

Exhibit "B"

City of Fontana
Community Facilities District No. 12
Sierra Lakes

Schedule 1

Special Tax Allocation - Costs to be Allocated
Fiscal Year 2026-2027

Principal Payment 09/2026	$ 1,105,000	Bond Service Funds Available	$ 1,418,659
Interest Payment 09/2026	119,600	Proposed Special Tax Levy	1,454,705
Administration Costs (2026)	131,249	Allowance for Delinquencies	(43,641)
Interest Payment 03/2027	97,500		
Principal Payment 09/2027	1,145,000		
Interest Payment 09/2027	97,500		
Administration Costs (2027)	133,874		
Total Costs	$ 2,829,723	Available Funds	$ 2,829,723

Schedule 2

Proposed Special Tax Rates for Fiscal Year 2026-2027
(Special Tax A and Special Tax B)

Land Use Category	Special Tax A	Special Tax B	Total Special Tax Rate
Greater than 2,700 sq ft	$ 858.29	$ 509.85	$ 1,368.14
2,601 - 2,700 sq ft	760.98	509.85	1,270.83
2,501 - 2,600 sq ft	707.96	509.85	1,217.81
2,401 - 2,500 sq ft	668.33	509.85	1,178.18
2,301 - 2,400 sq ft	628.71	509.85	1,138.56
2,201 - 2,300 sq ft	584.43	509.85	1,094.28
2,101 - 2,200 sq ft	540.14	509.85	1,049.99
2,001 - 2,101 sq ft	513.92	509.85	1,023.77
1,901 - 2,000 sq ft	487.12	509.85	996.97
1,900 sq ft or less	469.64	509.85	979.49
Non-residential property	2,258.46	858.81	3,117.27
Golf Course property	230.74	222.07	452.81
Golf Course structures (sq ft)	0.27	0.00	0.27
Undeveloped - residential	0.00	0.00	0.00
Undeveloped - non-residential	0.00	0.00	0.00
Total Proposed Levy	$ 1,454,705	$ 1,033,068	$ 2,487,773

Schedule 3

Comparison of Special Tax Levy and Rates by Fiscal Years
(Special Tax A and Special Tax B)

Tax Classification (Land Use)	FY 2025 - 2026 Special Tax	FY 2025 - 2026 Rate	FY 2026 - 2027 Special Tax	FY 2026 - 2027 Rate	Total Special Tax A and B Percent Rate Change
Greater than 2,700 sq ft	947,242	$ 1,376.81	$ 941,278	$ 1,368.14	-1%
2,601 - 2,700 sq ft	111,231	1,278.52	110,562	1,270.83	-1%
2,501 - 2,600 sq ft	42,873	1,224.96	42,623	1,217.81	-1%
2,401 - 2,500 sq ft	126,787	1,184.93	126,065	1,178.18	-1%
2,301 - 2,400 sq ft	112,201	1,144.91	111,579	1,138.56	-1%
2,201 - 2,300 sq ft	132,022	1,100.18	131,313	1,094.28	-1%
2,101 - 2,200 sq ft	83,380	1,055.45	82,949	1,049.99	-1%
2,001 - 2,101 sq ft	216,082	1,028.96	214,992	1,023.77	-1%
1,901 - 2,000 sq ft	100,189	1,001.89	99,697	996.97	0%
1,900 sq ft or less	292,317	984.23	290,909	979.49	0%
Non-residential property	263,896	3,140.09	261,979	3,117.27	-1%
Golf Course property	66,520	455.14	66,180	452.81	-1%
Golf Course structures (sq ft)	7,724	0.27	7,647	0.27	-1%
Undeveloped - residential	0	0.00	0	0.00	
Undeveloped - non-residential	0	0.00	0	0.00	
	$ 2,502,467		$ 2,487,773		

Exhibit "B"

City of Fontana
Community Facilities District No. 22
Sierra Hills South

Schedule 1

Special Tax Allocation - Costs to be Allocated
Fiscal Year 2026-2027

Principal Payment 09/2026	$ 1,725,000	Bond Service Funds Available	$ 2,301,687
Interest Payment 09/2026	428,000	Proposed Special Tax Levy	2,695,627
Administration Costs (2026)	90,938	Allowance for Delinquencies	(80,869)
Interest Payment 03/2027	384,875		
Principal Payment 09/2027	1,810,000		
Interest Payment 09/2027	384,875		
Administration Costs (2027)	92,757		
Total Costs	$ 4,916,445	Available Funds	$ 4,916,445

Schedule 2

Comparison of Special Tax Levy and Rates by Fiscal Years

Tax Classification (Land Use)	FY 2025 - 2026 Special Tax	FY 2025 - 2026 Rate	FY 2026 - 2027 Special Tax	FY 2026 - 2027 Rate	Percent Rate Change
1 - Non-residential	$ 645,964	$ 10,402.00	$ 645,964	$ 10,402.00	0%
2 - Non-residential	967,617	4,623.11	967,617	4,623.11	0%
2 - Hotel Property	4,161	4,623.11	4,161	4,623.11	0%
3 - Residential	440,450	1,150.00	440,450	1,150.00	0%
4 - Residential	455,400	1,150.00	455,400	1,150.00	0%
5 - Non-residential	182,035	10,402.00	182,035	10,402.00	0%
	$ 2,695,627		$ 2,695,627		

Exhibit "B"

City of Fontana
Community Facilities District No. 31
Citrus Heights North

Schedule 1

Special Tax Allocation - Costs to be Allocated
Fiscal Year 2026-2027

Principal Payment 09/2026	$ 1,445,000	Bond Service Funds Available	$ 1,763,947
Interest Payment 09/2026	416,425	Proposed Special Tax Levy	2,567,257
Administration Costs (2026)	58,273	Allowance for Delinquencies	(77,018)
Interest Payment 03/2027	387,525		
Principal Payment 09/2027	1,500,000		
Interest Payment 09/2027	387,525		
Administration Costs (2027)	59,439		
Total Costs	$ 4,254,187	Available Funds	$ 4,254,187

Schedule 2

Proposed Special Tax Rates for Fiscal Year 2026-2027
(Special Tax A and Special Tax B)

	Land Use Category	Special Tax A	Special Tax B	Total Special Tax Rate
1	Greater than 4,275 sq ft	$ 3,764.00	$ 494.00	$ 4,258.00
2	4,075 - 4,274 sq ft	3,595.00	494.00	4,089.00
3	3,875 - 4,074 sq ft	3,490.00	494.00	3,984.00
4	3,675 - 3,874 sq ft	3,409.00	494.00	3,903.00
5	3,475 - 3,674 sq ft	3,344.00	494.00	3,838.00
6	3,275 - 3,474 sq ft	3,223.00	494.00	3,717.00
7	3,075 - 3,274 sq ft	3,130.00	494.00	3,624.00
8	2,875 - 3,074 sq ft	3,037.00	494.00	3,531.00
9	2,675 - 2,874 sq ft	2,916.00	494.00	3,410.00
10	2,475 - 2,674 sq ft	2,795.00	494.00	3,289.00
11	2,275 - 2,474 sq ft	2,795.00	494.00	3,289.00
12	2,075 - 2,274 sq ft	2,674.00	494.00	3,168.00
13	1,875 - 2,074 sq ft	2,108.00	494.00	2,602.00
14	1,675 - 1,874 sq ft	1,882.00	494.00	2,376.00
15	1,475 - 1,674 sq ft	1,664.00	494.00	2,158.00
16	1,275 - 1,474 sq ft	1,503.00	494.00	1,997.00
17	Less than 1,275 sq ft	1,180.00	494.00	1,674.00
18	Non-residential	32,233.00	2,121.60	34,354.60
	Final Mapped Property - Zone 1	-	-	-
	Final Mapped Property - Zone 2	-	-	-
	Final Mapped Property - Zone 3	-	-	-
	Undeveloped Zone 1 property	-	-	-
	Undeveloped Zone 2 property	-	-	-
	Undeveloped Zone 3 property	-	-	-
	Total Proposed Levy	$ 2,567,257	$ 499,434	$ 3,066,691

Exhibit "B"

City of Fontana
Community Facilities District No. 31
Citrus Heights North

Schedule 3

Comparison of Total Special Tax Levy and Rates for 2025-2026 and 2026-2027
(Special Tax A and Special Tax B)

	Land Use Category	FY 2025 - 2026 Special Tax	FY 2025 - 2026 Rate	FY 2026 - 2027 Special Tax	FY 2026 - 2027 Rate	Total Special Tax A and B Percent Rate Change
1	Greater than 4,275 sq ft	$ 42,390.00	$ 4,239.00	$ 42,580.00	$ 4,258.00	0%
2	4,075 - 4,274 sq ft	240,130.00	4,070.00	241,251.00	4,089.00	0%
3	3,875 - 4,074 sq ft	27,755.00	3,965.00	27,888.00	3,984.00	0%
4	3,675 - 3,874 sq ft	229,156.00	3,884.00	230,277.00	3,903.00	0%
5	3,475 - 3,674 sq ft	171,855.00	3,819.00	172,710.00	3,838.00	0%
6	3,275 - 3,474 sq ft	218,182.00	3,698.00	219,303.00	3,717.00	1%
7	3,075 - 3,274 sq ft	108,150.00	3,605.00	108,720.00	3,624.00	1%
8	2,875 - 3,074 sq ft	147,504.00	3,512.00	148,302.00	3,531.00	1%
9	2,675 - 2,874 sq ft	98,339.00	3,391.00	98,890.00	3,410.00	1%
10	2,475 - 2,674 sq ft	137,340.00	3,270.00	138,138.00	3,289.00	1%
11	2,275 - 2,474 sq ft	415,290.00	3,270.00	417,703.00	3,289.00	1%
12	2,075 - 2,274 sq ft	107,066.00	3,149.00	107,712.00	3,168.00	1%
13	1,875 - 2,074 sq ft	506,268.00	2,583.00	509,992.00	2,602.00	1%
14	1,675 - 1,874 sq ft	219,201.00	2,357.00	220,968.00	2,376.00	1%
15	1,475 - 1,674 sq ft	329,406.00	2,139.00	332,332.00	2,158.00	1%
16	1,275 - 1,474 sq ft	49,450.00	1,978.00	49,925.00	1,997.00	1%
17	Less than 1,275 sq ft	-	1,655.00	-	1,674.00	1%
18	Non-residential	-	34,273.00	-	34,354.60	0%
	Final Mapped Property - Zone 1	-	-	-	-	0%
	Final Mapped Property - Zone 2	-	-	-	-	0%
	Final Mapped Property - Zone 3	-	-	-	-	0%
	Undeveloped Zone 1 property	-	-	-	-	0%
	Undeveloped Zone 2 property	-	-	-	-	0%
	Undeveloped Zone 3 property	-	-	-	-	0%
		$ 3,047,482		$ 3,066,691		

Exhibit "B"

City of Fontana
Community Facilities District No. 37
Montelago

Schedule 1

Special Tax Allocation - Costs to be Allocated
Fiscal Year 2026-2027

Principal Payment 09/2026	$ 135,000	Bond Service Funds Available	$ 216,080
Interest Payment 09/2026	32,700	Proposed Special Tax Levy	237,311
Administration Costs (2026)	36,422	Allowance for Delinquencies	(7,119)
Interest Payment 03/2027	30,000		
Principal Payment 09/2027	145,000		
Interest Payment 09/2027	30,000		
Administration Costs (2027)	37,150		
Total Costs	$ 446,272	Available Funds	$ 446,272

Schedule 2

Proposed Special Tax Rates for Fiscal Year 2026-2027
(Special Tax A and Special Tax B)

Residential Lot Size	Special Tax A	Special Tax B	Total Special Tax Rate
1- Greater than 3,700 sq ft	$ 1,892.46	$ 687.73	$ 2,580.19
2- 34,50 to 3,699 sq ft	1,670.01	687.73	2,357.74
3- 3,200 to 3,449 sq ft	1,553.27	687.73	2,241.00
4- Less than 3,200 sq ft	1,386.59	687.73	2,074.32
Total Proposed Levy	$ 237,311	$ 98,345	$ 335,656

Schedule 3

Comparison of Special Tax Levy and Rates for 2025-2026 and 2026-2027
(Special Tax A and Special Tax B)

Tax Classification (Land Use)	FY 2025 - 2026 Special Tax	FY 2025 - 2026 Rate	FY 2026 - 2027 Special Tax	FY 2026 - 2027 Rate	Total Special Tax A and B Percent Rate Change
1- Greater than 3,700 sq ft	$ 113,528	$ 2,580.19	$ 113,528	$ 2,580.19	0%
2- 34,50 to 3,699 sq ft	89,594	2,357.74	89,594	2,357.74	0%
3- 3,200 to 3,449 sq ft	80,676	2,241.00	80,676	2,241.00	0%
4- Less than 3,200 sq ft	51,858	2,074.32	51,858	2,074.32	0%
	$ 335,656		$ 335,656		

Exhibit "B"

City of Fontana
Community Facilities District No. 70
Avellino

Schedule 1

Special Tax Allocation - Costs to be Allocated
Fiscal Year 2026-2027

Principal Payment 09/2026	$ 70,000	Bond Service Funds Available	$ 145,623
Interest Payment 09/2026	34,400	Proposed Special Tax Levy	168,889
Administration Costs (2026)	31,706	Allowance for Delinquencies	(5,067)
Interest Payment 03/2027	33,000		
Principal Payment 09/2027	75,000		
Interest Payment 09/2027	33,000		
Administration Costs (2027)	32,340		
Total Costs	$ 309,446	Available Funds	$ 309,446

Schedule 2

Proposed Special Tax Rates for Fiscal Year 2026-2027
(Special Tax A and Special Tax B)

Residential Lot Size	Special Tax A	Special Tax B	Total Special Tax Rate
1- >3,850 sq ft	$ 1,846.43	$ 679.80	$ 2,526.23
2- 3,450 to 3,850 sq ft	1,675.01	679.80	2,354.81
3- 3,050 to 3,450 sq ft	1,503.59	679.80	2,183.39
4- 2,650 to 3,050 sq ft	1,429.42	679.80	2,109.22
5- 2,250 to 2,650 sq ft	1,292.29	679.80	1,972.09
6- 1,850 to 2,250 sq ft	1,146.76	679.80	1,826.56
7- <1,850 sq ft	1,001.23	679.80	1,681.03
8- Non-Residential	8,493.98	3,983.01	12,476.99
Total Proposed Levy	$ 168,889	$ 80,216	$ 249,105

Schedule 3

Comparison of Special Tax Levy and Rates by Fiscal Years

Tax Classification (Land Use)	FY 2025 - 2026 Special Tax	FY 2025 - 2026 Rate	FY 2026 - 2027 Special Tax	FY 2026 - 2027 Rate	Total Special Tax A and B Percent Rate Change
1- >3,850 sq ft	$ -	$ 2,526.22	$ -	$ 2,526.23	0%
2- 3,450 to 3,850 sq ft	47,096	2,354.81	47,096	2,354.81	0%
3- 3,050 to 3,450 sq ft	63,318	2,183.39	63,318	2,183.39	0%
4- 2,650 to 3,050 sq ft	73,823	2,109.22	73,823	2,109.22	0%
5- 2,250 to 2,650 sq ft	41,414	1,972.09	41,414	1,972.09	0%
6- 1,850 to 2,250 sq ft	20,092	1,826.56	20,092	1,826.56	0%
7- <1,850 sq ft	3,362	1,681.03	3,362	1,681.03	0%
8- Non-Residential	-	12,476.98	-	12,476.99	0%
	$ 249,105		$ 249,105		

Exhibit "B"

City of Fontana
Community Facilities District No. 71
Sierra Crest

Schedule 1

Special Tax Allocation - Costs to be Allocated
Fiscal Year 2026-2027

Principal Payment 09/2026	$ 165,000	Bond Service Funds Available	$ 254,912
Interest Payment 09/2026	70,434	Proposed Special Tax Levy	360,464
Administration Costs (2026)	30,475	Allowance for Delinquencies	(10,814)
Interest Payment 03/2027	68,784		
Principal Payment 09/2027	170,000		
Interest Payment 09/2027	68,784		
Administration Costs (2027)	31,084		
Total Costs	$ 604,562	Available Funds	$ 604,562

Schedule 2

Proposed Special Tax Rates for Fiscal Year 2026-2027
(Special Tax A and Special Tax B)

Residential Lot Size	Special Tax A	Special Tax B	Total Special Tax Rate
1- >3,450 sq ft	$ 2,240.14	$ 709.26	$ 2,949.40
2- 3,250 to 3,450 sq ft	2,153.35	709.26	2,862.61
3- 3,050 to 3,250 sq ft	2,021.36	709.26	2,730.62
4- 2,850 to 3,050 sq ft	1,980.38	709.26	2,689.64
5- 2,650 to 2,850 sq ft	1,900.22	709.26	2,609.48
6- 2,450 to 2,650 sq ft	1,859.76	709.26	2,569.02
7- 2,250 to 2,450 sq ft	1,782.70	709.26	2,491.96
8- 2,050 to 2,250 sq ft	1,737.49	709.26	2,446.75
9- 1,850 to 2,050 sq ft	1,655.53	709.26	2,364.79
10- <1,850 sq ft	1,627.21	709.26	2,336.47
Total Proposed Levy	$ 360,464	$ 132,632	$ 493,095

Schedule 3

Comparison of Special Tax Levy and Rates by Fiscal Years

Tax Classification (Land Use)	FY 2025 - 2026 Special Tax	FY 2025 - 2026 Rate	FY 2026 - 2027 Special Tax	FY 2026 - 2027 Rate	Total Special Tax A and B Percent Rate Change
1- >3,450 sq ft	$ 56,039	$ 2,949.40	$ 56,039	$ 2,949.40	0%
2- 3,250 to 3,450 sq ft	62,977	2,862.61	62,977	2,862.61	0%
3- 3,050 to 3,250 sq ft	65,535	2,730.62	65,535	2,730.62	0%
4- 2,850 to 3,050 sq ft	48,414	2,689.64	48,414	2,689.64	0%
5- 2,650 to 2,850 sq ft	93,941	2,609.48	93,941	2,609.48	0%
6- 2,450 to 2,650 sq ft	-	2,569.02	-	2,569.02	0%
7- 2,250 to 2,450 sq ft	57,315	2,491.96	57,315	2,491.96	0%
8- 2,050 to 2,250 sq ft	73,403	2,446.75	73,403	2,446.75	0%
9- 1,850 to 2,050 sq ft	35,472	2,364.79	35,472	2,364.79	0%
10- <1,850 sq ft	-	2,336.47	-	2,336.47	0%
	$ 493,095		$ 493,095		

Exhibit "B"

City of Fontana
Community Facilities District No. 74B and 74M
Citrus/Summit

Schedule 1

Special Tax Allocation - Costs to be Allocated
Fiscal Year 2026-2027

Principal Payment 09/2026	$ 95,000	Bond Service Funds Available	$ 145,673
Interest Payment 09/2026	72,963	Proposed Special Tax Levy	367,297
Administration Costs (2026)	45,947	Allowance for Delinquencies	(11,019)
Interest Payment 03/2027	70,588		
Principal Payment 09/2027	100,000		
Interest Payment 09/2027	70,588		
Administration Costs (2027)	46,866		
Total Costs	$ 501,951	Available Funds	$ 501,951

Schedule 2

Proposed Special Tax Rates for Fiscal Year 2026-2027
(Special Tax 74B and Special Tax 74M)

Residential Lot Size (Square Feet)	Special Tax 74B	Special Tax 74M	Total Combined Tax Rate
1- 2,700 or Greater	$ 2,419.00	$ 495.00	$ 2,914.00
2- 2,450 to less than 2,700	2,263.00	495.00	2,758.00
3- 2,200 to less than 2,450	2,160.00	495.00	2,655.00
4- 1,950 to less than 2,200	1,983.00	495.00	2,478.00
5- 1,700 to less than 1,950	1,811.00	495.00	2,306.00
6- Less than 1,700	1,726.00	495.00	2,221.00
7- Non-Residential	21,775.00	-	21,775.00
Undeveloped Mapped	-	-	0.00
Total Proposed Levy	$ 367,297	$ 84,645	$ 451,942

Schedule 3

Comparison of Special Tax Levy and Rates by Fiscal Years
(Special Tax 74B and Special Tax 74M)

Tax Classification (Land Use)	FY 2025 - 2026 Special Tax	FY 2025 - 2026 Combined Rate	FY 2026 - 2027 Special Tax	FY 2026 - 2027 Combined Rate	Total Special Tax 74B and 74M Percent Rate Change
1- 2,700 or Greater	$ 81,592	$ 2,914.00	$ 81,592	$ 2,914.00	0%
2- 2,450 to less than 2,700	143,416	2,758.00	143,416	2,758.00	0%
3- 2,200 to less than 2,450	116,820	2,655.00	116,820	2,655.00	0%
4- 1,950 to less than 2,200	39,648	2,478.00	39,648	2,478.00	0%
5- 1,700 to less than 1,950	43,814	2,306.00	43,814	2,306.00	0%
6- Less than 1,700	26,652	2,221.00	26,652	2,221.00	0%
7- Non-Residential	-	21,775.00	-	21,775.00	0%
Undeveloped Mapped	-	-	-	-	0%
	$ 451,942		$ 451,942		

Exhibit "B"

City of Fontana
Community Facilities District No. 80
Bella Strada

Schedule 1

Special Tax Allocation - Costs to be Allocated
Fiscal Year 2026-2027

Principal Payment 09/2026	$ 290,000	Bond Service Funds Available	$ 509,918
Interest Payment 09/2026	204,575	Proposed Special Tax Levy	803,068
Administration Costs (2026)	46,866	Allowance for Delinquencies	(24,092)
Interest Payment 03/2027	197,325		
Principal Payment 09/2027	305,000		
Interest Payment 09/2027	197,325		
Administration Costs (2027)	47,803		
Total Costs	$ 1,288,895	Available Funds	$ 1,288,895

Schedule 2

Proposed Special Tax Rates for Fiscal Year 2026-2027
(Special Tax A and Special Tax B)

Residential Lot Size	Special Tax A	Special Tax B	Total Special Tax Rate
1- >3,300 sq ft	$ 2,522.26	$ 640.15	$ 3,162.41
2- 3,100 to 3,300 sq ft	2,472.42	640.15	3,112.57
3- 2,900 to 3,100 sq ft	2,408.34	640.15	3,048.49
4- 2,700 to 2,900 sq ft	2,401.22	640.15	3,041.37
5- 2,500 to 2,700 sq ft	2,295.31	640.15	2,935.46
6- 2,300 to 2,500 sq ft	2,152.91	640.15	2,793.06
7- 2,100 to 2,300 sq ft	2,068.36	640.15	2,708.51
8- 1,900 to 2,100 sq ft	2,011.40	640.15	2,651.55
9- 1,700 to 1,900 sq ft	1,904.60	640.15	2,544.75
10- <1,700 sq ft	1,834.29	640.15	2,474.44
Total Proposed Levy	$ 803,068	$ 240,696	$ 1,043,765

Schedule 3

Comparison of Special Tax Levy and Rates by Fiscal Years

Tax Classification (Land Use)	FY 2025 - 2026 Special Tax	FY 2025 - 2026 Rate	FY 2026 - 2027 Special Tax	FY 2026 - 2027 Rate	Total Special Tax A and B Percent Rate Change
1- >3,300 sq ft	$ -	$ 3,162.41	$ -	$ 3,162.41	0%
2- 3,100 to 3,300 sq ft	87,152	3,112.57	87,152	3,112.57	0%
3- 2,900 to 3,100 sq ft	-	3,048.49	-	3,048.49	0%
4- 2,700 to 2,900 sq ft	149,027	3,041.37	149,027	3,041.37	0%
5- 2,500 to 2,700 sq ft	73,387	2,935.46	73,387	2,935.46	0%
6- 2,300 to 2,500 sq ft	270,927	2,793.06	270,927	2,793.06	0%
7- 2,100 to 2,300 sq ft	67,713	2,708.51	67,713	2,708.51	0%
8- 1,900 to 2,100 sq ft	217,427	2,651.55	217,427	2,651.55	0%
9- 1,700 to 1,900 sq ft	178,133	2,544.75	178,133	2,544.75	0%
10- <1,700 sq ft	-	2,474.44	-	2,474.44	0%
	$ 1,043,765		$ 1,043,765		

Exhibit "B"

City of Fontana
Community Facilities District No. 81
Gabriella

Schedule 1

Special Tax Allocation - Costs to be Allocated
Fiscal Year 2026-2027

Principal Payment 09/2026	$ 175,000	Bond Service Funds Available	$ 339,014
Interest Payment 09/2026	119,384	Proposed Special Tax Levy	481,246
Administration Costs (2026)	46,866	Allowance for Delinquencies	(14,437)
Interest Payment 03/2027	115,884		
Principal Payment 09/2027	185,000		
Interest Payment 09/2027	115,884		
Administration Costs (2027)	47,803		
Total Costs	$ 805,823	Available Funds	$ 805,823

Schedule 2

Proposed Special Tax Rates for Fiscal Year 2026-2027
(Special Tax A and Special Tax B)

Residential Lot Size	Special Tax A	Special Tax B	Total Special Tax Rate
1- >2,950 sq ft	$ 2,923.15	$ 660.71	$ 3,583.86
2- 2,750 to 2,950 sq ft	2,837.65	660.71	3,498.36
3- 2,550 to 2,750 sq ft	2,752.15	660.71	3,412.86
4- 2,350 to 2,550 sq ft	2,549.80	660.71	3,210.51
5- 2,150 to 2,350 sq ft	2,398.75	660.71	3,059.46
6- 1,950 to 2,150 sq ft	2,247.70	660.71	2,908.41
7- <1,950 sq ft	2,175.50	660.71	2,836.21
8 - Non-Residential	24,312.40	6,279.77	30,592.17
Total Proposed Levy	$ 481,246	$ 132,142	$ 613,388

Schedule 3

Comparison of Special Tax Levy and Rates by Fiscal Years

Tax Classification (Land Use)	FY 2025 - 2026 Special Tax	FY 2025 - 2026 Rate	FY 2026 - 2027 Special Tax	FY 2026 - 2027 Rate	Total Special Tax A and B Percent Rate Change
1- >2,950 sq ft	$ -	$ 3,540.64	$ -	$ 3,583.86	1%
2- 2,750 to 2,950 sq ft	-	3,455.14	-	3,498.36	1%
3- 2,550 to 2,750 sq ft	134,786	3,369.64	136,514	3,412.86	1%
4- 2,350 to 2,550 sq ft	110,855	3,167.29	112,368	3,210.51	1%
5- 2,150 to 2,350 sq ft	105,568	3,016.24	107,081	3,059.46	1%
6- 1,950 to 2,150 sq ft	85,956	2,865.19	87,252	2,908.41	2%
7- <1,950 sq ft	167,579	2,792.99	170,173	2,836.21	2%
8 - Non-Residential	-	30,181.34	-	30,592.17	1%
	$ 604,744		$ 613,388		

Exhibit "B"

City of Fontana
Community Facilities District No. 85
The Meadows

Schedule 1

Special Tax Allocation - Costs to be Allocated
Fiscal Year 2026-2027

Principal Payment 09/2026	$ 500,000	Bond Service Funds Available	$ 873,533
Interest Payment 09/2026	405,000	Proposed Special Tax Levy	1,492,762
Administration Costs (2026)	55,204	Allowance for Delinquencies	(44,783)
Interest Payment 03/2027	395,000		
Principal Payment 09/2027	515,000		
Interest Payment 09/2027	395,000		
Administration Costs (2027)	56,308		
Total Costs	$ 2,321,512	Available Funds	$ 2,321,512

Schedule 2

Proposed Special Tax Rates for Fiscal Year 2026-2027
(Special Tax A and Special Tax B)

Residential Lot Size (sq ft)	Special Tax A	Special Tax B	Total Special Tax Rate
1- 3,651 or Greater	$ 3,055.00	$ 736.45	$ 3,791.45
2- 3,451 to less than 3,651	3,005.00	736.45	3,741.45
3- 3,251 to less than 3,451	2,954.00	736.45	3,690.45
4- 3,051 to less than 3,251	2,903.00	736.45	3,639.45
5- 2,851 to less than 3,251	2,784.00	736.45	3,520.45
6- 2,651 to less than 2,851	2,700.00	736.45	3,436.45
7- 2,451 to less than 2,651	2,632.00	736.45	3,368.45
8- 2,251 to less than 2,451	2,531.00	736.45	3,267.45
9- 2,051 to less than 2,251	2,450.00	736.45	3,186.45
10- 1,851 to less than 2,051	2,314.00	736.45	3,050.45
11- 1,651 to less than 1,851	2,192.00	736.45	2,928.45
12- 1,451 to less than 1,651	2,087.00	736.45	2,823.45
13- Less than 1,451	2,036.00	736.45	2,772.45
14- Non-Residential Property	21,320.00	6,118.20	27,438.20
Total Proposed Levy	$ 1,492,762	$ 430,823	$ 1,923,585

Schedule 3

Comparison of Special Tax Levy and Rates for Fiscal Years 2025-2026 and 2026-2027
(Special Tax A and Special Tax B)

Tax Classification (Land Use)	FY 2025 - 2026 Special Tax	FY 2025 - 2026 Rate	FY 2026 - 2027 Special Tax	FY 2026 - 2027 Rate	Total Special Tax A and B Percent Rate Change
1- 3,651 or Greater	223,696	$ 3,791.45	223,696	$ 3,791.45	0%
2- 3,451 to less than 3,651	-	3,741.45	-	3,741.45	0%
3- 3,251 to less than 3,451	-	3,690.45	-	3,690.45	0%
4- 3,051 to less than 3,251	123,741	3,639.45	123,741	3,639.45	0%
5- 2,851 to less than 3,251	176,023	3,520.45	176,023	3,520.45	0%
6- 2,651 to less than 2,851	175,259	3,436.45	175,259	3,436.45	0%
7- 2,451 to less than 2,651	185,265	3,368.45	185,265	3,368.45	0%
8- 2,251 to less than 2,451	316,943	3,267.45	316,943	3,267.45	0%
9- 2,051 to less than 2,251	98,780	3,186.45	98,780	3,186.45	0%
10- 1,851 to less than 2,051	369,104	3,050.45	369,104	3,050.45	0%
11- 1,651 to less than 1,851	254,775	2,928.45	254,775	2,928.45	0%
12- 1,451 to less than 1,651	-	2,823.45	-	2,823.45	0%
13- Less than 1,451	-	2,772.45	-	2,772.45	0%
14- Non-Residential Property	-	27,438.20	-	27,438.20	0%
	$ 1,923,585		$ 1,923,585		

Exhibit "B"

City of Fontana
Community Facilities District No. 86
Etiwanda Ridge

Schedule 1

Special Tax Allocation - Costs to be Allocated
Fiscal Year 2026-2027

Principal Payment 09/2026	$ 120,000	Bond Service Funds Available	$ 236,383
Interest Payment 09/2026	81,547	Proposed Special Tax Levy	342,955
Administration Costs (2026)	44,163	Allowance for Delinquencies	(10,289)
Interest Payment 03/2027	79,147		
Principal Payment 09/2027	120,000		
Interest Payment 09/2027	79,147		
Administration Costs (2027)	45,046		
Total Costs	$ 569,050	Available Funds	$ 569,050

Schedule 2

Proposed Special Tax Rates for Fiscal Year 2026-2027
(Special Tax A and Special Tax B)

Residential Lot Size (sq ft)	Special Tax A	Special Tax B	Total Special Tax Rate
1- 2,900 or Greater	$ 3,706.56	$ 663.06	$ 4,369.62
2- 2,700 to less than 2,900	3,582.72	663.06	4,245.78
3- 2,500 to less than 2,700	3,527.04	663.06	4,190.10
4- 2,300 to less than 2,500	3,382.08	663.06	4,045.14
5- 2,100 to less than 2,300	3,287.04	663.06	3,950.10
6- 1,900 to less than 2,100	3,159.36	663.06	3,822.42
7- 1,700 to less than 1,900	2,961.60	663.06	3,624.66
8- Less than 1,700	2,899.20	663.06	3,562.26
9- Non-Residential Property	26,572.80	-	26,572.80
Total Proposed Levy	$ 342,955	$ 67,632	$ 410,587

Schedule 3

Comparison of Special Tax Levy and Rates by Fiscal Years
(Special Tax A and Special Tax B)

Tax Classification (Land Use)	FY 2025 - 2026 Special Tax	FY 2025 - 2026 Rate	FY 2026 - 2027 Special Tax	FY 2026 - 2027 Rate	Total Special Tax A and B Percent Rate Change
1- 2,900 or Greater	$ -	$ 4,369.62	$ -	$ 4,369.62	0%
2- 2,700 to less than 2,900	-	4,245.78	-	4,245.78	0%
3- 2,500 to less than 2,700	138,273	4,190.10	138,273	4,190.10	0%
4- 2,300 to less than 2,500	109,219	4,045.14	109,219	4,045.14	0%
5- 2,100 to less than 2,300	79,002	3,950.10	79,002	3,950.10	0%
6- 1,900 to less than 2,100	84,093	3,822.42	84,093	3,822.42	0%
7- 1,700 to less than 1,900	-	3,624.66	-	3,624.66	0%
8- Less than 1,700	-	3,562.26	-	3,562.26	0%
9- Non-Residential Property	-	26,572.80	-	26,572.80	0%
	$ 410,587		$ 410,587		

Exhibit "B"

City of Fontana
Community Facilities District No. 87
El Paseo

Schedule 1

Special Tax Allocation - Costs to be Allocated
Fiscal Year 2026-2027

Principal Payment 09/2026	$ 115,000	Bond Service Funds Available	$ 104,958
Interest Payment 09/2026	97,800	Proposed Special Tax Levy	521,961
Administration Costs (2026)	43,297	Allowance for Delinquencies	(15,659)
Interest Payment 03/2027	95,500		
Principal Payment 09/2027	120,000		
Interest Payment 09/2027	95,500		
Administration Costs (2027)	44,163		
Total Costs	$ 611,261	Available Funds	$ 611,261

Schedule 2

Proposed Special Tax Rates for Fiscal Year 2026-2027
(Special Tax A and Special Tax B)

Residential Lot Size (sq ft)	Special Tax A	Special Tax B	Total Special Tax Rate
1 – Detached - 2,550 or Greater	$ 2,553.00	$ 368.49	$ 2,921.49
2 – Detached - 2,350 to <2,550	2,499.00	368.49	2,867.49
3 – Detached - 2,150 to <2,350	2,407.00	368.49	2,775.49
4 – Detached - 1,950 to <2,150	2,374.00	368.49	2,742.49
5 – Detached - 1,750 to <1,950	2,316.00	368.49	2,684.49
6 – Detached - Less than 1,750	2,260.00	368.49	2,628.49
7 – Attached - 1,750 or Greater	2,083.00	368.49	2,451.49
8 – Attached - 1,600 to <1,750	2,032.00	368.49	2,400.49
9 – Attached - 1,450 to <1,600	1,968.00	368.49	2,336.49
10 – Attached - Less than 1,450	1,854.00	368.49	2,222.49
11- Non-Residential Property	55,260.00	9,411.80	64,671.80
Total Proposed Levy	$ 521,961	$ 88,806	$ 610,767

Schedule 3

Comparison of Special Tax Levy and Rates by Fiscal Years
(Special Tax A and Special Tax B)

Tax Classification (Land Use)	FY 2025 - 2026 Special Tax	FY 2025 - 2026 Rate	FY 2026 - 2027 Special Tax	FY 2026 - 2027 Rate	Total Special Tax A and B Percent Rate Change
1 – Detached - 2,550 or Greater	$ -	$ 2,873.43	$ -	$ 2,921.49	2%
2 – Detached - 2,350 to <2,550	76,125	2,819.43	77,422	2,867.49	2%
3 – Detached - 2,150 to <2,350	60,003	2,727.43	61,061	2,775.49	2%
4 – Detached - 1,950 to <2,150	129,333	2,694.43	131,640	2,742.49	2%
5 – Detached - 1,750 to <1,950	34,274	2,636.43	34,898	2,684.49	2%
6 – Detached - Less than 1,750	-	2,580.43	-	2,628.49	2%
7 – Attached - 1,750 or Greater	-	2,403.43	-	2,451.49	2%
8 – Attached - 1,600 to <1,750	117,622	2,352.43	120,025	2,400.49	2%
9 – Attached - 1,450 to <1,600	114,422	2,288.43	116,825	2,336.49	2%
10 – Attached - Less than 1,450	67,407	2,174.43	68,897	2,222.49	2%
11- Non-Residential Property	-	63,444.17	-	64,671.80	2%
	$ 599,185		610,767		

Exhibit "B"

City of Fontana
Community Facilities District No. 88
Sierra Crest II

Schedule 1

Special Tax Allocation - Costs to be Allocated
Fiscal Year 2026-2027

Principal Payment 09/2026	$ 145,000	Bond Service Funds Available	$ 281,457
Interest Payment 09/2026	119,600	Proposed Special Tax Levy	468,045
Administration Costs (2026)	43,297	Allowance for Delinquencies	(14,041)
Interest Payment 03/2027	116,700		
Principal Payment 09/2027	150,000		
Interest Payment 09/2027	116,700		
Administration Costs (2027)	44,163		
Total Costs	$ 735,461	Available Funds	$ 735,461

Schedule 2

Proposed Special Tax Rates for Fiscal Year 2026-2027
(Special Tax A and Special Tax B)

Residential Lot Size (sq ft)	Special Tax A	Special Tax B	Total Special Tax Rate
1 – 3,000 or Greater	$ 2,894.00	$ 635.00	$ 3,529.00
2 – 2,800 to less than 3,000	2,814.00	635.00	3,449.00
3 – 2,600 to less than 2,800	2,755.00	635.00	3,390.00
4 – 2,400 to less than 2,600	2,657.00	635.00	3,292.00
5 – 2,200 to less than 2,400	2,562.00	635.00	3,197.00
6 – 2,000 to less than 2,200	2,419.00	635.00	3,054.00
7 – Less than 2,000	2,368.00	635.00	3,003.00
8 – Non-Residential Property	26,060.00	6,140.00	32,200.00
Total Proposed Levy	$ 468,045	$ 113,665	$ 581,710

Schedule 3

Comparison of Special Tax Levy and Rates by Fiscal Years
(Special Tax A and Special Tax B)

Tax Classification (Land Use)	FY 2025 - 2026 Special Tax	FY 2025 - 2026 Rate	FY 2026 - 2027 Special Tax	FY 2026 - 2027 Rate	Total Special Tax A and B Percent Rate Change
1 – 3,000 or Greater	$ -	$ 3,529.00	$ -	$ 3,529.00	0%
2 – 2,800 to less than 3,000	117,266	3,449.00	117,266	3,449.00	0%
3 – 2,600 to less than 2,800	111,870	3,390.00	111,870	3,390.00	0%
4 – 2,400 to less than 2,600	82,300	3,292.00	82,300	3,292.00	0%
5 – 2,200 to less than 2,400	102,304	3,197.00	102,304	3,197.00	0%
6 – 2,000 to less than 2,200	167,970	3,054.00	167,970	3,054.00	0%
7 – Less than 2,000	-	3,003.00	-	3,003.00	0%
8 – Non-Residential Property	-	32,200.00	-	32,200.00	0%
	$ 581,710		$ 581,710		

Exhibit "B"

City of Fontana
Community Facilities District No. 89
Belrose Tr. 18981

Schedule 1

Special Tax Allocation - Costs to be Allocated
Fiscal Year 2026-2027

Principal Payment 09/2026	$ 125,000	Bond Service Funds Available	$ 249,712
Interest Payment 09/2026	101,600	Proposed Special Tax Levy	406,493
Administration Costs (2026)	44,163	Allowance for Delinquencies	(12,195)
Interest Payment 03/2027	99,100		
Principal Payment 09/2027	130,000		
Interest Payment 09/2027	99,100		
Administration Costs (2027)	45,046		
Total Costs	$ 644,010	Available Funds	$ 644,010

Schedule 2

Proposed Special Tax Rates for Fiscal Year 2026-2027
(Special Tax A and Special Tax B)

Residential Lot Size (sq ft)	Special Tax A	Special Tax B	Total Special Tax Rate
1 – 3,100 or Greater	$ 4,185.00	$ 580.00	$ 4,765.00
2 – 2,900 to less than 3,100	4,021.00	580.00	4,601.00
3 – 2,700 to less than 2,900	3,957.00	580.00	4,537.00
4 – 2,500 to less than 2,700	3,778.00	580.00	4,358.00
5 – 2,300 to less than 2,500	3,726.00	580.00	4,306.00
6 – 2,100 to less than 2,300	3,534.00	580.00	4,114.00
7 – 1,900 to less than 2,100	3,452.00	580.00	4,032.00
8 – Less than 1,900	3,296.00	580.00	3,876.00
9 – Non-Residential Property	22,904.00	3,470.00	26,374.00
Total Proposed Levy	$ 406,493	$ 60,900	$ 467,393

Schedule 3

Comparison of Special Tax Levy and Rates by Fiscal Years

Tax Classification (Land Use)	FY 2025 - 2026 Special Tax	FY 2025 - 2026 Rate	FY 2026 - 2027 Special Tax	FY 2026 - 2027 Rate	Total Special Tax A and B Percent Rate Change
1- 3,100 or Greater	$ 142,950	$ 4,765.00	$ 142,950	$ 4,765.00	0%
2- 2,900 to less than 3,100	-	4,601.00	-	4,601.00	0%
3- 2,700 to less than 2,900	131,573	4,537.00	131,573	4,537.00	0%
4- 2,500 to less than 2,700	-	4,358.00	-	4,358.00	0%
5- 2,300 to less than 2,500	116,262	4,306.00	116,262	4,306.00	0%
6- 2,100 to less than 2,300	-	4,114.00	-	4,114.00	0%
7- 1,900 to less than 2,100	76,608	4,032.00	76,608	4,032.00	0%
8- Less than 1,900	-	3,876.00	-	3,876.00	0%
9- Non-Residential Property	-	26,374.00	-	26,374.00	0%
	$ 467,393		$ 467,393		

Exhibit "B"

City of Fontana
Community Facilities District No. 90
Summit @ Rosena Phase 1

Schedule 1

Special Tax Allocation - Costs to be Allocated
Fiscal Year 2026-2027

Principal Payment 09/2026	$ 470,000	Bond Service Funds Available	$ 837,470
Interest Payment 09/2026	410,000	Proposed Special Tax Levy	1,466,948
Administration Costs (2026)	44,163	Allowance for Delinquencies	(44,008)
Interest Payment 03/2027	400,600		
Principal Payment 09/2027	490,000		
Interest Payment 09/2027	400,600		
Administration Costs (2027)	45,046		
Total Costs	$ 2,260,410	Available Funds	$ 2,260,410

Schedule 2

Proposed Special Tax Rates for Fiscal Year 2026-2027
(Special Tax A and Special Tax B)

Residential Lot Size (sq ft)	Special Tax A	Special Tax B	Total Special Tax Rate
1 – Detached 4,001 or Greater	$ 3,791.00	$ 607.70	$ 4,398.70
2 – Detached 3,801 to <4,001	3,577.00	607.70	4,184.70
3 – Detached 3,601 to <3,801	3,467.00	607.70	4,074.70
4 – Detached 3,401 to <3,601	3,416.00	607.70	4,023.70
5 – Detached 3,201 to <3,401	3,108.00	607.70	3,715.70
6 – Detached 3,001 to <3,201	3,080.00	607.70	3,687.70
7 – Detached 2,801 to <3,001	2,894.00	607.70	3,501.70
8 – Detached 2,601 to <2,801	2,880.00	607.70	3,487.70
9 – Detached 2,401 to <2,601	2,758.00	607.70	3,365.70
10 – Detached 2,201 to <2,401	2,507.00	607.70	3,114.70
11 – Detached 2,001 to <2,201	2,477.00	607.70	3,084.70
12 – Detached 1,801 to <2,001	2,446.00	607.70	3,053.70
13 – Detached 1,601 to <1,801	2,327.00	607.70	2,934.70
14 – Detached 1,401 to <1,601	2,185.00	607.70	2,792.70
15 – Detached Less than 1,401	2,163.00	607.70	2,770.70
16 – Attached 1,801 or Greater	2,320.00	581.95	2,901.95
17 – Attached 1,601 to <1,801	2,193.00	581.95	2,774.95
18 – Attached 1,401 to <1,601	2,052.00	581.95	2,633.95
19 – Attached 1,201 to <1,401	1,759.00	581.95	2,340.95
20 – Attached 1,001 to <1,201	1,609.00	581.95	2,190.95
21 – Attached Less than 1,001	1,506.00	581.95	2,087.95
22 - Non-Residential	26,240.00	6,427.20	32,667.20
Undeveloped Property	-	-	-
Total Proposed Levy	$ 1,466,948	$ 362,601	$ 1,829,549

Exhibit "B"

City of Fontana
Community Facilities District No. 90
Summit @ Rosena Phase 1

Schedule 3

Comparison of Special Tax Levy and Rates by Fiscal Years

Tax Classification (Land Use)	FY 2025 - 2026 Special Tax	FY 2025 - 2026 Rate	FY 2026 - 2027 Special Tax	FY 2026 - 2027 Rate	Percent Change
1 – Detached 4,001 or Greater	$ 39,588	$ 4,398.70	$ 39,588	$ 4,398.70	0%
2 – Detached 3,801 to <4,001	-	4,184.70	-	4,184.70	0%
3 – Detached 3,601 to <3,801	-	4,074.70	-	4,074.70	0%
4 – Detached 3,401 to <3,601	40,237	4,023.70	40,237	4,023.70	0%
5 – Detached 3,201 to <3,401	92,893	3,715.70	92,893	3,715.70	0%
6 – Detached 3,001 to <3,201	73,754	3,687.70	73,754	3,687.70	0%
7 – Detached 2,801 to <3,001	164,580	3,501.70	164,580	3,501.70	0%
8 – Detached 2,601 to <2,801	45,340	3,487.70	45,340	3,487.70	0%
9 – Detached 2,401 to <2,601	238,965	3,365.70	238,965	3,365.70	0%
10 – Detached 2,201 to <2,401	109,015	3,114.70	109,015	3,114.70	0%
11 – Detached 2,001 to <2,201	141,896	3,084.70	141,896	3,084.70	0%
12 – Detached 1,801 to <2,001	195,437	3,053.70	195,437	3,053.70	0%
13 – Detached 1,601 to <1,801	82,172	2,934.70	82,172	2,934.70	0%
14 – Detached 1,401 to <1,601	50,269	2,792.70	50,269	2,792.70	0%
15 – Detached Less than 1,401	-	2,770.70	-	2,770.70	0%
16 – Attached 1,801 or Greater	52,235	2,901.95	52,235	2,901.95	0%
17 – Attached 1,601 to <1,801	155,397	2,774.95	155,397	2,774.95	0%
18 – Attached 1,401 to <1,601	94,822	2,633.95	94,822	2,633.95	0%
19 – Attached 1,201 to <1,401	215,367	2,340.95	215,367	2,340.95	0%
20 – Attached 1,001 to <1,201	-	2,190.95	-	2,190.95	0%
21 – Attached Less than 1,001	37,583	2,087.95	37,583	2,087.95	0%
22 - Non-Residential	-	32,667.20	-	32,667.20	0%
Undeveloped Property	-	-	-	-	
	$ 1,829,549		$ 1,829,549		

Exhibit "B"

City of Fontana
Community Facilities District No. 95
Summit @ Rosena Phase 2

Schedule 1

Special Tax Allocation - Costs to be Allocated
Fiscal Year 2026-2027

Principal Payment 09/2026	$ 175,000	Bond Service Funds Available	$ 378,360
Interest Payment 09/2026	196,853	Proposed Special Tax Levy	672,844
Administration Costs (2026)	44,163	Allowance for Delinquencies	(20,185)
Interest Payment 03/2027	192,478		
Principal Payment 09/2027	185,000		
Interest Payment 09/2027	192,478		
Administration Costs (2027)	45,046		
Total Costs	$ 1,031,019	Available Funds	$ 1,031,019

Schedule 2

Proposed Special Tax Rates for Fiscal Year 2026-2027
(Special Tax A and Special Tax B)

Residential Lot Size (sq ft)	Special Tax A	Special Tax B	Total Special Tax Rate
1 – Detached 4,001 or Greater	$ 3,791.00	$ 668.47	$ 4,459.47
2 – Detached 3,801 to <4,001	3,577.00	668.47	4,245.47
3 – Detached 3,601 to <3,801	3,467.00	668.47	4,135.47
4 – Detached 3,401 to <3,601	3,416.00	668.47	4,084.47
5 – Detached 3,201 to <3,401	3,108.00	668.47	3,776.47
6 – Detached 3,001 to <3,201	3,080.00	668.47	3,748.47
7 – Detached 2,801 to <3,001	3,035.00	668.47	3,703.47
8 – Detached 2,601 to <2,801	2,880.00	668.47	3,548.47
9 – Detached 2,401 to <2,601	2,758.00	668.47	3,426.47
10 – Detached 2,201 to <2,401	2,669.00	668.47	3,337.47
11 – Detached 2,001 to <2,201	2,661.00	668.47	3,329.47
12 – Detached 1,801 to <2,001	2,446.00	668.47	3,114.47
13 – Detached 1,601 to <1,801	2,327.00	668.47	2,995.47
14 – Detached 1,401 to <1,601	2,185.00	668.47	2,853.47
15 – Detached Less than 1,401	2,163.00	668.47	2,831.47
16 – Attached 1,801 or Greater	2,320.00	640.15	2,960.15
17 – Attached 1,601 to <1,801	2,193.00	640.15	2,833.15
18 – Attached 1,401 to <1,601	2,059.00	640.15	2,699.15
19 – Attached 1,201 to <1,401	1,759.00	640.15	2,399.15
20 – Attached 1,001 to <1,201	1,609.00	640.15	2,249.15
21 – Attached Less than 1,001	1,506.00	640.15	2,146.15
22 - Non-Residential	24,510.00	7,069.92	31,579.92
Total Proposed Levy	$ 672,844	$ 183,773	$ 856,617

Exhibit "B"

City of Fontana
Community Facilities District No. 95
Summit @ Rosena Phase 2

Schedule 3

Comparison of Special Tax Levy and Rates by Fiscal Years

Tax Classification (Land Use)	FY 2025 - 2026 Special Tax	FY 2025 - 2026 Rate	FY 2026 - 2027 Special Tax	FY 2026 - 2027 Rate	Total Special Tax A and B Percent Rate Change
1 – Detached 4,001 or Greater	$ 62,433	$ 4,459	$ 62,433	$ 4,459	0%
2 – Detached 3,801 to <4,001	-	4,245	-	4,245	0%
3 – Detached 3,601 to <3,801	-	4,135	-	4,135	0%
4 – Detached 3,401 to <3,601	28,591	4,084	28,591	4,084	0%
5 – Detached 3,201 to <3,401	86,859	3,776	86,859	3,776	0%
6 – Detached 3,001 to <3,201	44,982	3,748	44,982	3,748	0%
7 – Detached 2,801 to <3,001	44,442	3,703	44,442	3,703	0%
8 – Detached 2,601 to <2,801	42,582	3,548	42,582	3,548	0%
9 – Detached 2,401 to <2,601	-	3,426	-	3,426	0%
10 – Detached 2,201 to <2,401	-	3,337	-	3,337	0%
11 – Detached 2,001 to <2,201	39,954	3,329	39,954	3,329	0%
12 – Detached 1,801 to <2,001	68,518	3,114	68,518	3,114	0%
13 – Detached 1,601 to <1,801	89,864	2,995	89,864	2,995	0%
14 – Detached 1,401 to <1,601	45,656	2,853	45,656	2,853	0%
15 – Detached Less than 1,401	-	2,831	-	2,831	0%
16 – Attached 1,801 or Greater	59,203	2,960	59,203	2,960	0%
17 – Attached 1,601 to <1,801	56,663	2,833	56,663	2,833	0%
18 – Attached 1,401 to <1,601	-	2,699	-	2,699	0%
19 – Attached 1,201 to <1,401	143,949	2,399	143,949	2,399	0%
20 – Attached 1,001 to <1,201	-	2,249	-	2,249	0%
21 – Attached Less than 1,001	42,923	2,146	42,923	2,146	0%
22 - Non-Residential	-	31,580	-	31,580	0%
	$ 856,617		$ 856,617		

Exhibit "B"

City of Fontana
Community Facilities District No. 99
The Retreat

Schedule 1

Special Tax Allocation - Costs to be Allocated
Fiscal Year 2026-2027

Principal Payment 09/2026	$ 85,000	Bond Service Funds Available	$ 216,568
Interest Payment 09/2026	111,625	Proposed Special Tax Levy	384,661
Administration Costs (2026)	41,616	Allowance for Delinquencies	(11,540)
Interest Payment 03/2027	109,500		
Principal Payment 09/2027	90,000		
Interest Payment 09/2027	109,500		
Administration Costs (2027)	42,448		
Total Costs	$ 589,689	Available Funds	$ 589,689

Schedule 2

Comparison of Special Tax Levy and Rates by Fiscal Years

Tax Classification (Land Use)	FY 2025 - 2026 Special Tax	FY 2025 - 2026 Rate	FY 2026 - 2027 Special Tax	FY 2026 - 2027 Rate	Percent Rate Change
1 – Detached 2,000 or Greater	$ 63,644	$ 2,273.00	$ 63,644	$ 2,273.00	0%
2 – Detached 1,850 to <2,000	84,740	2,230.00	84,740	2,230.00	0%
3 – Detached 1,700 to <1,850	61,236	2,187.00	61,236	2,187.00	0%
4 – Detached Less than 1,700	-	2,151.00	-	2,151.00	0%
5 – Attached 1,850 or Greater	68,324	2,204.00	68,324	2,204.00	0%
6 – Attached 1,700 to <1,850	38,960	1,948.00	38,960	1,948.00	0%
7 – Attached 1,550 to <1,700	16,425	1,825.00	16,425	1,825.00	0%
8 – Attached 1,400 to <1,550	-	1,552.00	-	1,552.00	0%
9 – Attached 1,250 to <1,400	29,678	1,349.00	29,678	1,349.00	0%
10 – Attached Less than 1,250	21,654	1,203.00	21,654	1,203.00	0%
11 - Non-Residential	-	67,080.00	-	67,080.00	0%
	$ 384,661		$ 384,661		

Exhibit "B"

City of Fontana
Community Facilities District No. 100
Victoria

Schedule 1

Special Tax Allocation - Costs to be Allocated
Fiscal Year 2026-2027

Principal Payment 09/2026	$ 90,000	Bond Service Funds Available	$ 236,922
Interest Payment 09/2026	133,588	Proposed Special Tax Levy	439,955
Administration Costs (2026)	40,800	Allowance for Delinquencies	(13,199)
Interest Payment 03/2027	131,338		
Principal Payment 09/2027	95,000		
Interest Payment 09/2027	131,338		
Administration Costs (2027)	41,616		
Total Costs	$ 663,679	Available Funds	$ 663,679

Schedule 2

Proposed Special Tax Rates for Fiscal Year 2026-2027
(Special Tax A and Special Tax B)

Tax Classification (Land Use)	Special Tax A	Special Tax B	Total Special Tax Rate
1 – Alley Load Product	$ 2,348.00	$ 430.00	$ 2,778.00
2 – Cluster Product	2,229.00	430.00	2,659.00
3 – Non-Residential Property	31,660.00	5,980.00	37,640.00
Undeveloped Property	-	-	-
Total Proposed Levy	$ 439,955	$ 82,990	$ 522,945

Schedule 3

Comparison of Special Tax Levy and Rates by Fiscal Years

Tax Classification (Land Use)	FY 2025 - 2026 Special Tax	FY 2025 - 2026 Rate	FY 2026 - 2027 Special Tax	FY 2026 - 2027 Rate	Total Special Tax A and B Percent Rate Change
1 – Alley Load Product	$ 227,796	$ 2,778.00	$ 227,796	$ 2,778.00	0%
2 – Cluster Product	295,149	2,659.00	295,149	2,659.00	0%
3 – Non-Residential Property	-	37,640.00	-	37,640.00	0%
Undeveloped Property	-	-	-	-	0%
	$ 522,945		$ 522,945		

Exhibit "B"

City of Fontana
Community Facilities District No. 106
Mountainview

Schedule 1

Special Tax Allocation - Costs to be Allocated
Fiscal Year 2026-2027

Principal Payment 09/2026	$ 135,000	Bond Service Funds Available	$ 295,358
Interest Payment 09/2026	151,013	Proposed Special Tax Levy	527,500
Administration Costs (2026)	42,448	Allowance for Delinquencies	(15,825)
Interest Payment 03/2027	147,638		
Principal Payment 09/2027	140,000		
Interest Payment 09/2027	147,638		
Administration Costs (2027)	43,297		
Total Costs	$ 807,033	Available Funds	$ 807,033

Schedule 2

Proposed Special Tax Rates for Fiscal Year 2026-2027
(Special Tax A and Special Tax B)

Residential Lot Size (sq ft)	Special Tax A	Special Tax B	Total Special Tax Rate
1 – 2,700 or Greater	$ 3,618.00	$ 590.00	$ 4,208.00
2 – 2,550 to less than 2,700	3,547.00	590.00	4,137.00
3 – 2,400 to less than 2,550	3,501.00	590.00	4,091.00
4 – 2,250 to less than 2,400	3,434.00	590.00	4,024.00
5 – 2,100 to less than 2,250	3,367.00	590.00	3,957.00
6 – 1,950 to less than 2,100	3,276.00	590.00	3,866.00
7 – 1,800 to less than 1,950	3,185.00	590.00	3,775.00
8 – 1,650 to less than 1,800	3,099.00	590.00	3,689.00
9 – 1,500 to less than 1,650	3,013.00	590.00	3,603.00
10 – Less than 1,500	2,984.00	590.00	3,574.00
11 – Non-Residential Property	25,180.00	4,420.00	29,600.00
Total Proposed Levy	$ 527,500	$ 92,040	$ 619,540

Schedule 3

Comparison of Special Tax Levy and Rates by Fiscal Years

Tax Classification (Land Use)	FY 2025 - 2026 Special Tax	FY 2025 - 2026 Rate	FY 2026 - 2027 Special Tax	FY 2026 - 2027 Rate	Total Special Tax A and B Percent Rate Change
1 – 2,700 or Greater	$ 84,160	$ 4,208.00	$ 84,160	$ 4,208.00	0%
2 – 2,550 to less than 2,700	140,658	4,137.00	140,658	4,137.00	0%
3 – 2,400 to less than 2,550	110,457	4,091.00	110,457	4,091.00	0%
4 – 2,250 to less than 2,400	-	4,024.00	-	4,024.00	0%
5 – 2,100 to less than 2,250	110,796	3,957.00	110,796	3,957.00	0%
6 – 1,950 to less than 2,100	-	3,866.00	-	3,866.00	0%
7 – 1,800 to less than 1,950	90,600	3,775.00	90,600	3,775.00	0%
8 – 1,650 to less than 1,800	-	3,689.00	-	3,689.00	0%
9 – 1,500 to less than 1,650	82,869	3,603.00	82,869	3,603.00	0%
10 – Less than 1,500	-	3,574.00	-	3,574.00	0%
11 – Non-Residential Property	-	29,600.00	-	29,600.00	0%
Undeveloped Property	-	-	-	-	
	$ 619,540		$ 619,540		

Exhibit "B"

City of Fontana
Community Facilities District No. 107
Highland

Schedule 1

Special Tax Allocation - Costs to be Allocated
Fiscal Year 2026-2027

Principal Payment 09/2026	$ 65,000	Bond Service Funds Available	$ 185,035
Interest Payment 09/2026	89,000	Proposed Special Tax Levy	300,135
Administration Costs (2026)	40,800	Allowance for Delinquencies	(9,004)
Interest Payment 03/2027	87,375		
Principal Payment 09/2027	65,000		
Interest Payment 09/2027	87,375		
Administration Costs (2027)	41,616		
Total Costs	$ 476,166	Available Funds	$ 476,166

Schedule 2

Proposed Special Tax Rates for Fiscal Year 2026-2027
(Special Tax A and Special Tax B)

Residential Floor Area (sq ft)	Special Tax A	Special Tax B	Total Special Tax Rate
1 – 2,150 or Greater	$ 3,002.00	$ 428.95	$ 3,430.95
2 – 2,000 to less than 2,150	2,974.00	428.95	3,402.95
3 – 1,850 to less than 2,000	2,882.00	428.95	3,310.95
4 – 1,700 to less than 1,850	2,834.00	428.95	3,262.95
5 – 1,550 to less than 1,700	2,731.00	428.95	3,159.95
6 – 1,400 to less than 1,550	2,427.00	428.95	2,855.95
7 – Less than 1,400	2,339.00	428.95	2,767.95
8 – Non-Residential Property	89,796.00	13,731.00	103,527.00
Undeveloped Property	-	-	-
Total Proposed Levy	$ 300,135	$ 45,898	$ 346,033

Schedule 3

Comparison of Special Tax Levy and Rates by Fiscal Years

Tax Classification (Land Use)	FY 2025 - 2026 Special Tax	FY 2025 - 2026 Rate	FY 2026 - 2027 Special Tax	FY 2026 - 2027 Rate	Total Special Tax A and B Percent Rate Change
1 – 2,150 or Greater	$ -	$ 3,375.00	$ -	$ 3,430.95	2%
2 – 2,000 to less than 2,150	56,899	3,347.00	57,850	3,402.95	2%
3 – 1,850 to less than 2,000	139,965	3,255.00	142,371	3,310.95	2%
4 – 1,700 to less than 1,850	57,726	3,207.00	58,733	3,262.95	2%
5 – 1,550 to less than 1,700	43,456	3,104.00	44,239	3,159.95	2%
6 – 1,400 to less than 1,550	42,000	2,800.00	42,839	2,855.95	2%
7 – Less than 1,400	-	2,712.00	-	2,767.95	2%
8 – Non-Residential Property	-	101,736.00	-	103,527.00	2%
Undeveloped Property	-	-	-	-	
	$ 340,046		$ 346,033		

Exhibit "B"

City of Fontana
Community Facilities District No. 109
Narra Hills

Schedule 1

Special Tax Allocation - Costs to be Allocated
Fiscal Year 2026-2027

Principal Payment 09/2026	$ 585,000	Bond Service Funds Available	$ 1,526,804
Interest Payment 09/2026	896,750	Proposed Special Tax Levy	2,491,353
Administration Costs (2026)	40,800	Allowance for Delinquencies	(74,741)
Interest Payment 03/2027	882,125		
Principal Payment 09/2027	615,000		
Interest Payment 09/2027	882,125		
Administration Costs (2027)	41,616		
Total Costs	$ 3,943,416	Available Funds	$ 3,943,416

Schedule 2

Proposed Special Tax Rates for Fiscal Year 2026-2027
(Special Tax A and Special Tax B)

Residential Floor Area (sq ft)	Special Tax A	Special Tax B [1]	Total Special Tax Rate
1 – Detached 4,400 or Greater	$ 8,186.00	$ 734.83	$ 8,920.83
2 – Detached 4,200 to <4,400	7,879.00	734.83	8,613.83
3 – Detached 4,000 to <4,200	7,736.00	734.83	8,470.83
4 – Detached 3,800 to <4,000	7,592.00	734.83	8,326.83
5 – Detached 3,600 to <3,800	7,238.00	734.83	7,972.83
6 – Detached 3,400 to <3,600	6,905.00	734.83	7,639.83
7 – Detached 3,200 to <3,400	6,551.00	734.83	7,285.83
8 – Detached 3,000 to <3,200	6,240.00	734.83	6,974.83
9 – Detached 2,800 to <3,000	6,103.00	734.83	6,837.83
10 – Detached 2,600 to <2,800	5,873.00	734.83	6,607.83
11 – Detached 2,400 to <2,600	5,666.00	734.83	6,400.83
12 – Detached 2,200 to <2,400	5,349.00	734.83	6,083.83
13 – Detached 2,000 to <2,200	5,118.00	734.83	5,852.83
14 – Detached Less than 2,000	4,876.00	734.83	5,610.83
15 – Attached 2,000 or Greater	4,074.00	718.00	4,792.00
16 – Attached 1,800 to <2,000	4,025.00	718.00	4,743.00
17 – Attached 1,600 to <1,800	3,762.00	718.00	4,480.00
18 – Attached 1,400 to <1,600	3,627.00	718.00	4,345.00
19 – Attached 1,200 to <1,400	3,445.00	718.00	4,163.00
20 – Attached Less than 1,200	3,320.00	718.00	4,038.00
21 – Non-Residential Property	36,640.00	4,880.00	41,520.00
Undeveloped Property - P.A. 1	-	734.83	734.83
Undeveloped Property - P.A. 4	-	718.00	718.00
Total Proposed Levy	$ 2,491,353	$ 353,570	$ 2,844,923

[1] Based on weighted average for detached units permitted through May 1, 2026. Detached units in Planning Area 3 are subject to a lower Services Special Tax.

Exhibit "B"

City of Fontana
Community Facilities District No. 109
Narra Hills

Schedule 3

Comparison of Special Tax Levy and Rates by Fiscal Years

Tax Classification (Land Use)	FY 2025 - 2026 Special Tax	FY 2025 - 2026 Rate	FY 2026 - 2027 Special Tax	FY 2026 - 2027 Rate	Total Special Tax A and B Percent Rate Change
1 – Detached 4,400 or Greater	$ -	$ 8,920.83	$ -	$ 8,920.83	0%
2 – Detached 4,200 to <4,400	146,435	8,613.83	146,435	8,613.83	0%
3 – Detached 4,000 to <4,200	-	8,470.83	-	8,470.83	0%
4 – Detached 3,800 to <4,000	149,883	8,326.83	149,883	8,326.83	0%
5 – Detached 3,600 to <3,800	207,294	7,972.83	207,294	7,972.83	0%
6 – Detached 3,400 to <3,600	-	7,639.83	-	7,639.83	0%
7 – Detached 3,200 to <3,400	189,432	7,285.83	189,432	7,285.83	0%
8 – Detached 3,000 to <3,200	551,011	6,974.83	551,011	6,974.83	0%
9 – Detached 2,800 to <3,000	13,676	6,837.83	13,676	6,837.83	0%
10 – Detached 2,600 to <2,800	171,804	6,607.83	171,804	6,607.83	0%
11 – Detached 2,400 to <2,600	198,426	6,400.83	198,426	6,400.83	0%
12 – Detached 2,200 to <2,400	279,856	6,083.83	279,856	6,083.83	0%
13 – Detached 2,000 to <2,200	374,581	5,852.83	374,581	5,852.83	0%
14 – Detached Less than 2,000	-	5,610.83	-	5,610.83	0%
15 – Attached 2,000 or Greater	-	4,792.00	-	4,792.00	0%
16 – Attached 1,800 to <2,000	-	4,743.00	-	4,743.00	0%
17 – Attached 1,600 to <1,800	250,880	4,480.00	250,880	4,480.00	0%
18 – Attached 1,400 to <1,600	243,320	4,345.00	243,320	4,345.00	0%
19 – Attached 1,200 to <1,400	49,956	4,163.00	49,956	4,163.00	0%
20 – Attached Less than 1,200	-	4,038.00	-	4,038.00	0%
21 – Non-Residential Property	-	41,520.00	-	41,520.00	0%
Undeveloped Property - P.A. 1	18,371	734.83	18,371	734.83	
Undeveloped Property - P.A. 4	-	718.00	-	718.00	
	$ 2,844,923		$ 2,844,923		

Exhibit "B"

City of Fontana
Community Facilities District No. 111
Monterado

Schedule 1

Special Tax Allocation - Costs to be Allocated
Fiscal Year 2026-2027

Principal Payment 09/2026	$ 130,000	Bond Service Funds Available	$ 322,609
Interest Payment 09/2026	186,750	Proposed Special Tax Levy	596,451
Administration Costs (2026)	40,800	Allowance for Delinquencies	(17,894)
Interest Payment 03/2027	183,500		
Principal Payment 09/2027	135,000		
Interest Payment 09/2027	183,500		
Administration Costs (2027)	41,616		
Total Costs	$ 901,166	Available Funds	$ 901,166

Schedule 2

Proposed Special Tax Rates for Fiscal Year 2026-2027
(Special Tax A and Special Tax B)

Residential Floor Area (sq ft)	Special Tax A	Special Tax B	Total Special Tax Rate
1 – 2,250 or Greater	$ 3,258.00	$ 420.90	$ 3,678.90
2 – 2,050 to less than 2,250	3,218.00	420.90	3,638.90
3 – 1,850 to less than 2,050	3,031.00	420.90	3,451.90
4 – 1,650 to less than 1,850	2,940.00	420.90	3,360.90
5 – Less than 1,650	2,907.00	420.90	3,327.90
6 – Non-Residential Property	51,640.00	7,210.50	58,850.50
Undeveloped Property	-	-	-
Total Proposed Levy	$ 596,451	$ 83,338	$ 679,789

Schedule 3

Comparison of Special Tax Levy and Rates by Fiscal Years

Tax Classification (Land Use)	FY 2025 - 2026 Special Tax	FY 2025 - 2026 Rate	FY 2026 - 2027 Special Tax	FY 2026 - 2027 Rate	Total Special Tax A and B Percent Rate Change
1 – 2,250 or Greater	$ -	$ 3,624.00	$ -	$ 3,678.90	2%
2 – 2,050 to less than 2,250	96,768	3,584.00	98,250	3,638.90	2%
3 – 1,850 to less than 2,050	254,775	3,397.00	258,893	3,451.90	2%
4 – 1,650 to less than 1,850	317,376	3,306.00	322,646	3,360.90	2%
5 – Less than 1,650	-	3,273.00	-	3,327.90	2%
6 – Non-Residential Property	-	57,910.00	-	58,850.50	2%
Undeveloped Property	-	-	-	-	0%
	$ 668,919		$ 679,789		

Exhibit "B"

City of Fontana
Community Facilities District No. 112
The Gardens Phase One

Schedule 1

Special Tax Allocation - Costs to be Allocated
Fiscal Year 2026-2027

Principal Payment 09/2026	$ 490,000	Bond Service Funds Available	$ 1,146,417
Interest Payment 09/2026	752,250	Proposed Special Tax Levy	2,240,463
Administration Costs (2026)	40,800	Allowance for Delinquencies	(67,214)
Interest Payment 03/2027	740,000		
Principal Payment 09/2027	515,000		
Interest Payment 09/2027	740,000		
Administration Costs (2027)	41,616		
Total Costs	$ 3,319,666	Available Funds	$ 3,319,666

Schedule 2

Proposed Special Tax Rates for Fiscal Year 2026-2027
(Special Tax A and Special Tax B)

Residential Floor Area (sq ft)	Special Tax A	Special Tax B	Total Special Tax Rate
1 – Two Story 3,400 or Greater	$ 5,626.00	$ 675.65	$ 6,301.65
2 – Two Story 3,200 to <3,400	5,417.00	675.65	6,092.65
3 – Two Story 3,000 to <3,200	5,208.00	675.65	5,883.65
4 – Two Story 2,800 to <3,000	5,007.00	675.65	5,682.65
5 – Two Story 2,600 to <2,800	4,883.00	675.65	5,558.65
6 – Two Story 2,400 to <2,600	4,381.00	675.65	5,056.65
7 – Two Story 2,200 to <2,400	4,164.00	675.65	4,839.65
8 – Two Story Less than 2,200	3,947.00	675.65	4,622.65
9 – One Story 2,000 or Greater	4,829.00	675.65	5,504.65
10 – One Story Less than 2,000	4,613.00	675.65	5,288.65
11 – 1,900 or Greater	3,845.00	645.15	4,490.15
12 – 1,700 to <1,900	3,414.00	645.15	4,059.15
13 – 1,500 to <1,700	2,953.00	645.15	3,598.15
14 – 1,300 to <1,500	2,768.00	645.15	3,413.15
15 – Less than 1,300	2,583.00	645.15	3,228.15
16 – Non-Residential Property	55,240.00	6,545.34	61,785.34
17 – Non-Residential Property	50,260.00	6,545.34	56,805.34
18 – Non-Residential Property	63,050.00	6,545.34	69,595.34
19 – Non-Residential Property	40,030.00	6,545.34	46,575.34
Undeveloped Property - P.A. 5, 6	-	-	-
Undeveloped Property - P.A. 7, 8, 9, 10	-	-	-
Total Proposed Levy	$ 2,240,463	$ 350,268	$ 2,590,731

Exhibit "B"

City of Fontana
Community Facilities District No. 112
The Gardens Phase One

Schedule 3

Comparison of Special Tax Levy and Rates by Fiscal Years

Tax Classification (Land Use)	FY 2025 - 2026 Special Tax	FY 2025 - 2026 Rate	FY 2026 - 2027 Special Tax	FY 2026 - 2027 Rate	Total Special Tax A and B Percent Rate Change
1 – Two Story 3,400 or Greater	$ -	$ 6,213.52	$ -	$ 6,301.65	1%
2 – Two Story 3,200 to <3,400	276,208	6,004.52	280,262	6,092.65	1%
3 – Two Story 3,000 to <3,200	197,048	5,795.52	200,044	5,883.65	2%
4 – Two Story 2,800 to <3,000	380,427	5,594.52	386,420	5,682.65	2%
5 – Two Story 2,600 to <2,800	191,468	5,470.52	194,553	5,558.65	2%
6 – Two Story 2,400 to <2,600	308,048	4,968.52	313,512	5,056.65	2%
7 – Two Story 2,200 to <2,400	342,109	4,751.52	348,455	4,839.65	2%
8 – Two Story Less than 2,200	-	4,534.52	-	4,622.65	2%
9 – One Story 2,000 or Greater	97,497	5,416.52	99,084	5,504.65	2%
10 – One Story Less than 2,000	119,612	5,200.52	121,639	5,288.65	2%
11 – 1,900 or Greater	88,120	4,406.00	89,803	4,490.15	2%
12 – 1,700 to <1,900	210,675	3,975.00	215,135	4,059.15	2%
13 – 1,500 to <1,700	333,830	3,514.00	341,824	3,598.15	2%
14 – 1,300 to <1,500	-	3,329.00	-	3,413.15	3%
15 – Less than 1,300	-	3,144.00	-	3,228.15	3%
16 – Non-Residential Property	-	60,931.60	-	61,785.34	1%
17 – Non-Residential Property	-	55,951.60	-	56,805.34	2%
18 – Non-Residential Property	-	68,741.60	-	69,595.34	1%
19 – Non-Residential Property	-	45,721.60	-	46,575.34	2%
Undeveloped Property - P.A. 5, 6	-	-	-	-	
Undeveloped Property - P.A. 7, 8, 9, 10	-	-	-	-	
	$ 2,545,043		$ 2,590,731		

Exhibit "B"

City of Fontana
Community Facilities District No. 113
The Gardens Phase Two

Schedule 1

Special Tax Allocation - Costs to be Allocated
Fiscal Year 2026-2027

Pay As You Go Facilities	$ 752,640	Bond Service Funds Available	$ -
Administration Costs	40,800	Proposed Special Tax Levy	817,979
		Allowance for Delinquencies	(24,539)
Total Costs	$ 793,440	Available Funds	$ 793,440

Schedule 2

Proposed Special Tax Rates for Fiscal Year 2026-2027
(Special Tax A and Special Tax B)

Residential Floor Area (sq ft)	Special Tax A	Special Tax B	Total Special Tax Rate
1 – 2,100 or Greater	$ 4,137.00	$ 580.00	$ 4,717.00
2 – 1,950 to <2,100	3,956.00	580.00	4,536.00
3 – 1,800 to <1,950	3,775.00	580.00	4,355.00
4 – 1,650 to <1,800	3,554.00	580.00	4,134.00
5 – Less than 1,650	3,344.00	580.00	3,924.00
6 – 2,100 or Greater	3,946.00	580.00	4,526.00
7 – 1,950 to <2,100	3,759.00	580.00	4,339.00
8 – 1,800 to <1,950	3,572.00	580.00	4,152.00
9 – 1,650 to <1,800	3,385.00	580.00	3,965.00
10 – Less than 1,650	3,198.00	580.00	3,778.00
11 – 2,225 or Greater	4,604.00	580.00	5,184.00
12 – 2,075 to <2,225	4,259.00	580.00	4,839.00
13 – 1,925 to <2,075	3,914.00	580.00	4,494.00
14 – 1,775 to <1,925	3,699.00	580.00	4,279.00
15 – Less than 1,775	3,549.00	580.00	4,129.00
16 – Non-Residential Property	59,110.00	8,910.91	68,020.91
17 – Non-Residential Property	59,970.00	8,910.91	68,880.91
18 – Non-Residential Property	51,370.00	8,910.91	60,280.91
19 – Non-Residential Property	52,300.00	8,910.91	61,210.91
Undeveloped Property	-	580.00	580.00
Total Proposed Levy	$ 817,979	$ 118,900	$ 936,879

Exhibit "B"

City of Fontana
Community Facilities District No. 113
The Gardens Phase Two

Schedule 3

Comparison of Special Tax Levy and Rates by Fiscal Years

Tax Classification (Land Use)	FY 2025 - 2026 Special Tax	FY 2025 - 2026 Rate	FY 2026 - 2027 Special Tax	FY 2026 - 2027 Rate	Total Special Tax A and B Percent Rate Change
1 – 2,100 or Greater	$ -	$ 4,717.00	$ -	$ 4,717.00	0%
2 – 1,950 to <2,100	-	4,536.00	4,536	4,536.00	0%
3 – 1,800 to <1,950	-	4,355.00	20,615	4,355.00	0%
4 – 1,650 to <1,800	-	4,134.00	98,784	4,134.00	0%
5 – Less than 1,650	-	3,924.00	-	3,924.00	0%
6 – 2,100 or Greater	-	4,526.00	-	4,526.00	0%
7 – 1,950 to <2,100	-	4,339.00	-	4,339.00	0%
8 – 1,800 to <1,950	-	4,152.00	-	4,152.00	0%
9 – 1,650 to <1,800	16,925	3,965.00	50,870	3,965.00	0%
10 – Less than 1,650	31,980	3,778.00	76,156	3,778.00	0%
11 – 2,225 or Greater	-	5,184.00	-	5,184.00	0%
12 – 2,075 to <2,225	57,488	4,839.00	77,424	4,839.00	0%
13 – 1,925 to <2,075	280,222	4,494.00	341,544	4,494.00	0%
14 – 1,775 to <1,925	154,843	4,279.00	183,997	4,279.00	0%
15 – Less than 1,775	56,646	4,129.00	70,193	4,129.00	0%
16 – Non-Residential Property	-	68,020.91	-	68,020.91	0%
17 – Non-Residential Property	-	68,880.91	-	68,880.91	0%
18 – Non-Residential Property	-	60,280.91	-	60,280.91	0%
19 – Non-Residential Property	-	61,210.91	-	61,210.91	0%
Undeveloped Property	-	-	12,760	580.00	100%
	$ 598,104		$ 936,879		

Exhibit "B"

City of Fontana
Community Facilities District No. 117
Southridge

Schedule 1

Special Tax Allocation - Costs to be Allocated
Fiscal Year 2026-2027

Pay As You Go Facilities	$ 108,224	Bond Service Funds Available	$ -
Administration Costs	20,000	Proposed Special Tax Levy	132,190
		Allowance for Delinquencies	(3,966)
Total Costs	$ 128,224	Available Funds	$ 128,224

Schedule 2

Proposed Special Tax Rates for Fiscal Year 2026-2027
(Special Tax A and Special Tax B)

Residential Floor Area (sq ft)	Special Tax A	Special Tax B [1]	Total Special Tax Rate
1 – 2,175 or Greater	$ 3,706.00	$ 1,080.45	$ 4,786.45
2 – 2,025 to less than 2,175	3,435.00	1,080.45	4,515.45
3 – 1,875 to less than 2,025	3,382.00	1,080.45	4,462.45
4 – 1,725 to less than 1,875	3,184.00	1,080.45	4,264.45
5 – Less than 1,725	3,107.00	1,080.45	4,187.45
6 – Non-Residential Property	42,665.00	13,765.00	56,430.00
Undeveloped Property	-	-	-
Total Proposed Levy	$ 132,190	$ -	$ 132,190

[1] Based on Fiscal Year 2026-2027 Maximum Services Special Tax is $1,080.45 per residential unit. No Final Residential Subdivision has been recorded to date. As a result, Special Tax B shall not be levied for Fiscal Year 2026-2027.

Schedule 3

Comparison of Special Tax Levy and Rates by Fiscal Years

Tax Classification (Land Use)	FY 2025 - 2026 Special Tax	FY 2025 - 2026 Rate	FY 2026 - 2027 Special Tax	FY 2026 - 2027 Rate	Total Special Tax A and B Percent Rate Change
1 – 2,175 or Greater	$ -	$ 4,786.45	$ 22,236	$ 4,786.45	0%
2 – 2,025 to less than 2,175	-	4,515.45	41,220	4,515.45	0%
3 – 1,875 to less than 2,025	-	4,462.45	37,202	4,462.45	0%
4 – 1,725 to less than 1,875	-	4,264.45	19,104	4,264.45	0%
5 – Less than 1,725	-	4,187.45	12,428	4,187.45	0%
6 – Non-Residential Property	-	56,430.00	-	56,430.00	0%
Undeveloped Property	-	-	-	-	0%
	$ -		$ 132,190		

File #: 26-1082
Agenda #: Q.

Agenda Date: 6/23/2026
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Amendment No. 9 to the Waste Disposal Agreement with the County of San Bernardino

RECOMMENDATION:
Approve Amendment No. 9 to the Waste Disposal Agreement (WDA) with the County of San Bernardino

COUNCIL GOALS:

- Concentrate on Inter-governmental relations by working cooperatively with neighboring jurisdictions.
- 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, along with 15 other cities, entered into the Waste Disposal Agreement (WDA) with the County in 1998. The Agreement commits the City to deliver municipal solid waste generated within its boundaries to the County Landfill System. In return for the City's commitment, the County provides a stable disposal rate for the term of the Agreement.

The current Agreement expires on June 30, 2026. The County is proposing Amendment No. 9 to extend the Agreement through June 30, 2035, and revise the disposal rate structure. Both the City and County recognize that the WDA better serves the public health, safety, and welfare by providing greater disposal rate stability, more predictable and reliable long-term solid waste disposal service, and the continuation of sound environmental management.

The proposed amendment provides the following changes to the WDA:

- Extends the term of the Agreement nine (9) years through June 30, 2035
- Establishes the WDA Contract Rate at 83 percent of the County's posted gate rate effective July 1, 2026, and each July 1 thereafter during the term of the Agreement.
- Eliminates the annual adjustment provision previously included in the Agreement
- Removes the City's convenience termination option for the remainder of the Agreement term.

Rate:

Effective July 1, 2026, the WDA Contract Rate will be established at 83 percent of the County's posted gate rate. Based on the County's Fiscal Year 2026-27 posted gate rate of $49.49 per ton

(exclusive of the $12.00 County Disposal System Development Program fee), the resulting WDA Contract Rate will be $41.08 per ton. This rate structure provides a predictable methodology for future disposal costs while maintaining a discounted rate for participating WDA member agencies.

Approval of Amendment No. 9 will allow the City to continue participating in the County's landfill system under the revised rate structure and extended term.

FISCAL IMPACT:
Approval of Amendment No. 9 is not anticipated to result in a direct fiscal impact to the General Fund. Disposal costs associated with municipal solid waste services are incorporated into the City's solid waste rate structure.

MOTION:
Approve staff recommendation.

REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS OF SAN BERNARDINO COUNTY, CALIFORNIA AND RECORD OF ACTION

February 24, 1998

COPY

FROM: GERRY NEWCOMBE, Contract Administrator
Public Services Group, **Waste System Division**

SUBJECT: **WASTE DELIVERY AGREEMENT (WDA) BETWEEN THE COUNTY AND THE CITY OF FONTANA; AND MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE COUNTY AND THE CITY OF FONTANA REGARDING IMPACT FEES AND MITIGATION MEASURES RELATING TO THE MID VALLEY LANDFILL**

RECOMMENDATION: 1) Approve 15 year WDA with the City of Fontana for use of the County landfill system, from February 24, 1998 to February 23, 2012. **(AGREEMENT 98-105)** 2) Approve MOU with City of Fontana regarding Impact Fees and Mitigation Measures for the Mid Valley Landfill **(AGREEMENT 98-106)**.

BACKGROUND INFORMATION On November 4, 1997, the Board approved a standard WDA and directed staff to present the agreement to cities for approval and return any signed agreements to the Board for final approval. The Fontana City Council approved the WDA on February 17, 1998. Approval of Recommendation No. 1 will result in the adoption of the WDA whereby the City of Fontana is obligated to deliver all of its controllable waste to the Mid Valley Landfill for 15 years, and the County is obligated to provide capacity for that waste at a specified contract rate reimbursed by the City.

Additionally, Waste System Division (WSD) staff has been coordinating with the City of Fontana to insure all concerns related to the proposed Mid Valley Landfill Expansion are addressed. Fontana has requested a MOU between the County and the City be executed, concurrent with the WDA, regarding impact fees and other mitigation measures Fontana will receive to offset impacts of the landfill expansion project, as well as the continued operation of the existing Mid Valley Landfill. The MOU also addresses Fontana's cooperation with the County relative to the expansion of the Mid Valley Landfill. The basic elements of the MOU include:

1. County shall adhere to all mitigation measures contained in the Mid Valley Expansion EIR.
2. County shall perform the following additional mitigation measures for Fontana:
   a) Enhanced landscaping along the western and southern perimeters of the site;
   a) Direct all landfill and aggregate mining truck traffic away from Fontana;
   b) Relocate the existing landfill entry facility to Alder Avenue by December 31, 1998;
   c) Expand off-site litter control program into Walnut Village;

cc: WSD-Newcombe w/5 agreements for signature
City of Fontana c/o WSD
Auditor
Contract Compliance
EHS-Pamella Bennett
Risk Management
PSG
File

mll

Rev 07/97

Record of Action of the Board of Supervisors
AGREEMENTS NOS. 98-105 AND 98-106
APPROVED BOARD OF SUPERVISORS
COUNTY OF SAN BERNARDINO

MOTION	ABSENT	AYE	SECOND	MOVE	AYE
	1	2	3	4	5

EARLENE SPROAT, CLERK OF THE BOARD

BY _____

DATED : February 24, 1998

COPY

County of San Bernardino

F A S

CONTRACT TRANSMITTAL

FOR COUNTY USE ONLY

E/M/X	Vendor Code	Dept.		Contract Number
E [X] New M [ ] Change X [ ] Cancel		SC	A	98-105

County Department	Dept.	Orgn.	Contractor's License No.
PSG-Waste System Division			

County Department Contract Representative	Ph. Ext.	Amount of Contract
Gerry Newcombe	386-8703	

Fund	Dept.	Organization	Appr.	Obj/Rev Source	Activity	GRC/PROJ/JOB Number

Commodity Code	Estimated Payment Total by Fiscal Year					
	FY	Amount	I/D	FY	Amount	I/D
Project Name						
15 Year WDA						

CONTRACTOR City of Fontana

Birth Date _____ Federal ID No. or Social Security No. _____

Contractor's Representative Frank Schuma, City Manager

Address 8353 Seirra Avenue, Fontana, CA 92335 Phone (909) 350-7600

Nature of Contract: *(Briefly describe the general terms of the contract)*

A 15 year Waste Delivery Agreement between the County and the City of Fontana for use of the County landfill system, February 24, 1998 to February 23, 2012.

THIS IS NOT A CONTRACT
THIS IS A COVER
TRANSMITTAL ONLY

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Approved as to Legal Form	Reviewed as to Affirmative Action	Reviewed for Processing
► [signature]	►	►
County Counsel		Agency Administrator/CAO
Date 2-24-98	Date	Date

EXECUTION COPY

WASTE DISPOSAL AGREEMENT

Between

THE COUNTY OF SAN BERNARDINO, CALIFORNIA

and

CITY OF FONTANA

Dated: _____

County Authorization Date:

February 24, 1998

County Notice Address:

222 W. Hospitality Lane, 2nd Floor

San Bernardino CA 92415-0017

Emergency Contact:

Gerry Newcombe, Contract Administrator
Waste System Division
(909) 386-8703

City Authorization Date:

_____

City Notice Address:

8353 Sierra Avenue

Fontana, CA 92335

Emergency Contact:

Public Services Department
(909) 350-6760

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APPENDIX 1 DESIGNATED DISPOSAL FACILITY

WASTE DISPOSAL AGREEMENT

THIS WASTE DISPOSAL AGREEMENT is made and dated as of the date indicated on the cover page hereof between the County of San Bernardino, a political subdivision of the State of California (the "County"), and the City designated on the cover page of this Agreement, a general law or charter city and political subdivision of the State of California (the "City").

RECITALS

The County owns, manages and operates a sanitary landfill system for the disposal of municipal solid waste generated in the unincorporated area within the County and which it has made available for the disposal of municipal solid waste generated within cities located within the County (the "Disposal System"). The Disposal System currently includes 12 active landfills and is expected to consist of five active landfills upon implementation of the Solid Waste Partnership Strategy and Implementation Plan.

The Disposal System is used for the disposal of municipal solid waste which is not composted, reused, recycled, transformed or otherwise diverted from landfill disposal, pursuant to the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code). The Act, which mandates the diversion of 50% of waste from landfill disposal by 2000, has already reduced the volume of waste delivered to the landfills.

The County wishes to enter into an agreement with the City to accept all of the City's municipal solid waste in the Disposal System for the term and subject to the provisions of this Agreement, and the City desires to use all legal and contractual powers it possesses to deliver or cause to be delivered the municipal solid waste generated within its boundaries to the Disposal System for the term of and subject to the provisions of this Agreement.

The City, in the exercise of its police power and its powers under the Act, either (i) has entered into a franchise or other agreement with or issued permits or licenses to one or more private haulers for the collection and disposal of municipal solid waste generated within the City or (ii) collects municipal solid waste generated within the City in City owned and operated collection vehicles.

The City has determined that the execution of this Agreement by the City will serve the public health, safety and welfare of the City by providing greater disposal rate stability, more predictable and reliable long-term disposal service, and the continuation of sound environmental management.

The County has determined that the execution by the County of this Agreement will serve the public health, safety and welfare by providing a more stable, predictable and reliable supply of municipal solid waste and the resulting service payment revenue to the Disposal System, thereby enabling the County to plan, manage, operate and finance improvements to the Disposal System on a more prudent and sound long term, businesslike basis.

Official action approving this Agreement and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the County on the County authorization date indicated on the cover page hereof.

Official action approving this Agreement and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the City on the City authorization date indicated on the cover page hereof.

It is, therefore, agreed as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

SECTION 1.1. DEFINITIONS. As used in this Agreement, the following terms shall have the meanings set forth below.

"Acceptable Waste" means all garbage, refuse, rubbish and other materials and substances discarded or rejected as being spent, useless, worthless or in excess to the owners at the time of such discard or rejection and which are normally disposed of by or collected from residential (single family and multi-family), commercial, industrial, governmental and institutional establishments which are acceptable at Class III landfills under Applicable Law (including, without limitation, the Legal Entitlements for each facility).

"Act" means the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code), as amended, supplemented, superseded and replaced from time to time.

"Agreement" means this Waste Disposal Agreement between the County and the City as the same may be amended or modified from time to time in accordance herewith.

"Appendix" means an appendix to this Agreement, as the same may be amended or modified from time to time in accordance with the terms hereof.

"Applicable Law" means the Act, the San Bernardino County Code, CERCLA, RCRA, CEQA, any Legal Entitlement and any federal or state rule, regulation, requirement, guideline, permit, action, determination or order of any Governmental Body having jurisdiction, applicable from time to time to the siting, design, permitting, acquisition, construction, equipping, financing, ownership, possession, operation or maintenance of the Disposal System, the transfer, handling, transportation and disposal of Acceptable Waste, Unacceptable Waste, or any other transaction or matter contemplated hereby (including any of the foregoing which concern health, safety, fire, environmental protection, mitigation monitoring plans and building codes.).

"Board" means the California Integrated Waste Management Board.

"CEQA" means the California Environmental Quality Act, codified at Cal. Pub. Res. Code Section 21000 et seq. (West 1996) as amended or superseded, and the regulations promulgated thereunder.

"CERCLA" means the Comprehensive Environmental Responsibility Compensation and Liability Act, 42 U.S.C.A. Section 9601 et seq. (West 1995 & Supp. 1996), as amended or superseded, and the regulations promulgated thereunder.

"Change in Law" means any of the following events or conditions which has a material and adverse effect on the performance by the parties of their respective obligations under this Agreement (except for payment obligations), or on the siting, design, permitting, acquisition, construction, equipping, financing, ownership, possession, operation or maintenance of the Disposal System or other matters to which Applicable Law applies:

(1) the enactment, adoption, promulgation, issuance, material modification or written change in administrative or judicial interpretation on or after the Commencement Date of any Applicable Law (other than Applicable Law enacted by the County);

(2) the order or judgment of any Governmental Body (other than the County), on or after the Commencement Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the County or of the City, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the good faith decision not to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence; or

(3) the denial of an application for, delay in the review, issuance or renewal of, or suspension, termination, interruption, imposition of a new or more stringent condition in connection with the issuance, renewal or failure of issuance or renewal on or after the Commencement Date of any Legal Entitlement to the extent that such denial, delay, suspension, termination, interruption, imposition or failure materially and adversely interferes with the performance of this Agreement, if and to the extent that such denial, delay, suspension, termination, interruption, imposition or failure is not the result of willful or negligent action, error or omission or a lack of reasonable diligence of the County or of the City, whichever is asserting the occurrence of a Change in Law; provided, however that the contesting in good faith or the good faith decision not to contest any such denial, delay, suspension, termination, interruption, imposition or failure shall not be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

"Change in Law" shall not include actions taken by Governmental Bodies to enforce requirements of Applicable Law.

"City" means, as applicable, the city designated on the cover page of this Agreement and party to this Agreement.

"City Acceptable Waste" means all Acceptable Waste which was originally discarded by the first generator thereof within the geographical limits of the City, and Residue from the foregoing (or Tonnage equivalencies of such Residues, as and to the extent provided in subsection 3.1(C) hereof).

"Contract Date" means the date of delivery of this Agreement as executed by the parties hereto.

"Contract Rate" has the meaning specified in Section 4.2 hereof.

"Contract Year" means the fiscal year commencing on July 1 in any year and ending on June 30 of the following year.

"Controllable Waste" means all City Acceptable Waste with respect to which the City has the legal or contractual ability to determine the disposal location therefor and which is:

(1) Non-Diverted City Acceptable Waste;

(2) not generated from the operations of the Governmental Bodies which, under Applicable Law, have the independent power to arrange for the disposal of the waste they generate (such as school districts and State correctional facilities);

(3) not Residue excluded from the Waste Delivery Covenant pursuant to Section 3.1(C);

(4) not inert materials, construction and demolition debris, green waste and other materials which can be disposed at landfills other than Class III landfills; and

(5) collected and hauled by Franchise Haulers.

"County" means the County of San Bernardino, a political subdivision of the State of California and party to this Agreement.

"County Waste Management Enterprise Fund" means the waste management enterprise fund established and managed by the County pursuant to Section 25261 of the Government Code separate from its other funds and accounts for receipts and disbursements in connection with the Disposal System.

"County-wide Recycling Services" has the meaning set forth in subsection 3.6(A) hereof.

"Designated Disposal Facility" means the sanitary landfill or other facility operated by or for the County as part of the Disposal System which is designated in Appendix 1 hereto as the disposal location for Controllable Waste delivered to the County pursuant hereto as of the Commencement Date, or such other additional, alternate or replacement sanitary landfills or other disposal facilities as may be designated by the County as the Designated Disposal Facility (subject to the approval of the City) in accordance with Section 3.2 hereof.

"Disposal Agreements" means each of the waste disposal agreements entered into between the County and any city within the County in accordance herewith.

"Disposal Services" means the solid waste disposal services to be provided by the County pursuant to the Service Covenant and otherwise hereunder.

"Disposal System" means all sanitary landfills and other solid waste transfer, transportation, storage, handling, processing and disposal facilities, now or at any time owned, leased, managed, operated by or under contract to the County for the acceptance, handling, processing and disposal of Acceptable Waste delivered by or on behalf of the City under this Agreement, including the Designated Disposal Facilities listed on Appendix 1 and any expansion thereof, all as more particularly described in the Solid Waste Partnership Strategy and Implementation Plan.

"Disposal System Component" means any landfill, facility, structure, work, equipment, site or other real or personal property constituting a component part of the Disposal System.

"Diverted City Acceptable Waste" means any otherwise Controllable Waste which is separated from Acceptable Waste by the generator thereof or by processing and which is "diverted" within the meaning of Section 40180 of the Public Resources Code.

"Franchise Hauler" means any hauler or collector who provides Acceptable Waste collection services within the City pursuant to, or under authority granted by, a contract, franchise or other agreement with the City. The term Franchise Hauler includes the City itself if Acceptable Waste collection and transportation services are provided directly by City operated municipal collection service.

"Governmental Body" means any federal, State, county, city or regional legislative, executive, judicial or other governmental board, agency, authority, committee, administration, court or other body, or any officer thereof acting within the scope of his or her authority.

"Hazardous Substance" has the meaning given such term in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., CERCLA, and all future amendments to either of them or as defined by California statute or by the California Environmental Protection Agency or the California Integrated Waste Management Board, or any of them.

"Hazardous Waste" means (a) any waste which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics may do either of the following: cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness, or pose a substantial threat or potential hazard to human health or the environment, or any waste which is defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture, or asbestos under Applicable Law, as amended from time to time including, but not limited to: (1) the Resource Conservation and Recovery Act and the regulations contained in 40 CFR Parts 260-281; (2) the Toxic Substances Control Act (15 U.S.C. Sections 2601 et seq.) and the regulations contained in 40 CFR Parts 761-766; (3) the California Health and Safety Code, Section 25117 (West 1992 & Supp. 1996); (4) the California Public Resources Code, Section 40141 (West 1996); (5) CERCLA and regulations promulgated thereunder and (6) future additional or substitute Applicable Law pertaining to the identification, treatment, storage or disposal of toxic substances or hazardous wastes; or (b) radioactive materials which are source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 et seq.) and the regulations contained in 10 CFR Part 40.

"Imported Acceptable Waste" means Acceptable Waste that is generated outside of the geographical boundaries of the County and delivered to the Disposal System.

"In-County Processing Facility" means any Processing Facility located within the geographical boundaries of the County, whether owned and/or operated by the County, any city, or private operator.

"Independent Haulers" means those waste collection/hauler companies primarily engaged as a principal business in the collection and transportation of municipal solid waste generated in the County of San Bernardino and not under a franchise or other contract with a city in the County.

"Term" has the meaning specified in Section 6.1(A) hereof.

"Legal Entitlement" means all permits, licenses, approvals, authorizations, consents and entitlements of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person with respect to the Disposal System or the performance of any obligation under this Agreement or the matters covered hereby.

"Legal Proceeding" means every action, suit, litigation, arbitration, administrative proceeding, and other legal or equitable proceeding having a bearing upon this Agreement.

"Loss-and-Expense" means any and all loss, liability, obligation, damage, delay, penalty, judgment, deposit, cost, expense, claim, demand, charge, tax, or expense, including all fees and costs.

"Out-of-County Processing Facility" means a Processing Facility located outside the geographical boundaries of the County.

"Non-Diverted City Acceptable Waste" means all City Acceptable Waste other than Diverted City Acceptable Waste.

"Overdue Rate" means the post-judgment rate of interest specified by the laws of the State.

"Processing Facility" means any materials recovery facility, composting facility, intermediate processing center, recycling center, incinerator or other waste management facility to which City Acceptable Waste is delivered for processing prior to disposal.

"Prohibited Medical Waste" means any medical or infectious waste prohibited or restricted under Applicable Law from being received by or disposed at the Disposal System.

"Qualified Household Hazardous Waste" means waste materials determined by the Board, the Department of Health Services, the State Water Resources Control Board, or the Air Resources Board to be:

(1) Of a nature that they must be listed as hazardous in State statutes and regulations;
(2) Toxic/ignitable/corrosive/reactive; and
(3) Carcinogenic/mutagenic/teratogenic;

which are discarded from households as opposed to businesses. Qualified Household Hazardous Waste shall not include Unacceptable Waste.

"Residue" means any material remaining from the processing in permitted solid waste facilities or other facilities, by any means and to any extent, of City Acceptable Waste or Diverted City Acceptable Waste.

"Resource Conservation and Recovery Act" or "RCRA" means the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901 et seq. (West 1983 & Supp 1989), as amended and superseded.

"Self-Hauled Waste" means City Acceptable Waste collected and hauled by Self-Haulers.

"Self-Hauler" means any person not engaged commercially in waste haulage who collects and hauls Acceptable Waste generated from residential or business activities conducted by such person.

"Service Covenant" means the covenants and agreements of the County set forth in Sections 3.2 and 3.3 hereof.

"State" means the State of California.

"Term" shall mean the Term of this Agreement specified in Section 6.1.

"Ton" means a "short ton" of 2,000 pounds.

"Transfer Station" means any transfer station or other waste handling or management facility to which solid waste collected for the City is delivered for transfer, processing or transformation before disposal in the Disposal System.

"Unacceptable Waste" means Hazardous Waste; Hazardous Substances; Prohibited Medical Waste; Qualified Household Hazardous Waste separated from Acceptable Waste (or otherwise identified by the County in loads otherwise containing Acceptable Waste); explosives, ordnance, highly flammable substances, and noxious materials and lead-acid batteries (except if delivered in minimal quantities); drums and closed containers; liquid waste, oil, human wastes; machinery and equipment from commercial or industrial sources, such as hardened gears, shafts, motor vehicles or major components thereof, agricultural equipment, trailers, marine vessels and steel cable; hot loads; and any waste which the Disposal System is prohibited from receiving under Applicable Law.

"Uncontrollable Circumstance" means any act, event or condition affecting the Disposal System, the County, the City, or any of their Franchise Haulers, contractors or suppliers to the extent that

it materially and adversely affects the ability of either party to perform any obligation under the Agreement (except for payment obligations), if such act, event or condition is beyond the reasonable control and is not also the result of the willful or negligent act, error or omission or failure to exercise reasonable diligence on the part of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the Agreement; provided, however, that the contesting in good faith or the good faith decision not to contest such action or inaction shall not be construed as willful or negligent action or a lack of reasonable diligence of either party. Examples of Uncontrollable Circumstances are:

(1) an act of God, landslide, lightning, earthquake, fire, explosion, flood, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot or civil disturbance; and

(2) a Change in Law.

It is specifically understood that none of the following acts or conditions shall constitute Uncontrollable Circumstances: (a) general economic conditions, interest or inflation rates, currency fluctuations or changes in the cost of fuel, the availability of commodities, supplies or equipment; (b) changes in the financial condition of the County, the City or any Subcontractor affecting their ability to perform their obligations; (c) the consequences of errors, neglect or omissions by the County, the City, or any Subcontractor of any tier in the performance of their obligations hereunder; (d) union work rules, requirements or demands which have the effect of increasing the number of employees employed in connection with the Disposal System or otherwise increase the cost to the County of operating and maintaining the Disposal System or providing the Disposal Services; (e) strikes, work stoppages or other labor disputes or disturbances occurring with respect to any activity performed or to be performed by the City or the County or any of the City's or County's Subcontractors in connection with the Disposal System or the Disposal Services; (f) any failure of any Subcontractor to furnish labor, materials, service or equipment for any reason (other than an Uncontrollable Circumstance); (g) equipment failure; (h) any impact of minimum wage law, prevailing wage law, customs or practices on the County's construction or operating costs; or (i) changing conditions in the local, regional, or national waste disposal market.

"Unincorporated Area" means those portions of the County which are not contained within the jurisdictional boundaries of incorporated cities.

"Waste Disposal Covenant" means the covenants and agreements of the City set forth in Section 3.1 hereof.

SECTION 1.2. INTERPRETATION. In this Agreement, unless the context otherwise requires:

(A) References Hereto. The terms "hereby", "hereof", "herein", "hereunder" and any similar terms are references to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the Contract Date.

(B) Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(C) Persons. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

(D) Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(E) Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated by this Agreement and, except as expressly provided otherwise herein, nothing in this Agreement is intended to confer on haulers or any other person other than the parties hereto and their respective permitted successors and assigns hereunder any rights or remedies under or by reason of this Agreement.

(F) Counterparts. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement.

(G) Applicable Law. This Agreement shall be governed by and construed in accordance with the Applicable Laws of the State of California.

(H) Accounting Terms. All accounting terms used but not specifically defined herein shall be construed in accordance with, all accounting determinations hereunder to be made shall be prepared in accordance with generally acceptable accounting principles applied on a consistent basis.

(I) Severability. If any clause, provision, subsection, Section or Article of this Agreement shall be ruled invalid by any court of jurisdiction, then the parties shall: (1) promptly meet and negotiate a substitute for such clause, provision, subsection, Section or Article which shall, to the greatest extent legally permissible, effect the intent of the parties therein; (2) if necessary or desirable to accomplish item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Agreement; and (3) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with items (1) and (2) above to effect the intent of the parties in the invalid provision. The invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist, unless such invalidity frustrates the underlying primary purpose of the Agreement.

(J) Integration. This Agreement contains the entire agreement between the parties with respect to the transactions contemplated hereby. This Agreement shall completely and fully supersede all prior understandings and agreements between the Parties with respect to such transactions.

(K) Recitals. The recitals to this Agreement are not intended to bind the parties hereto. In the event of a conflict between the recitals and the operative provisions of this Agreement, the operative provisions shall prevail. The recitals shall not be used to interpret the provisions of the Agreement.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

SECTION 2.1. REPRESENTATIONS AND WARRANTIES OF THE CITY. The City represents and warrants that:

(A) Existence. The City is a general law or charter city validly existing under the Constitution and laws of the State.

(B) Due Authorization. The City has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the City.

(C) No Conflict. Neither the execution nor the delivery by the City of this Agreement nor the performance by the City of its obligations hereunder nor the consummation by the City of the transactions contemplated hereby (1) conflicts with, violates or results in a breach of any Applicable Law or (2) conflicts with, violates or results in a breach of any term or conditions of any contract, agreement, franchise, judgment, instrument or decree to which the City is a party or by which the City or any of its properties or assets are bound, or constitutes a default under any such contract, franchise, judgment, decree, agreement or instrument.

(D) No Litigation. There is no action, suit or other proceeding, at law or equity, before or by any court or Governmental Body pending or, to the City's best knowledge, threatened against the City in which an unfavorable decision, ruling or finding which would materially and adversely affect the validity of or enforceability of this Agreement or any other agreement or instrument to be entered into by the City in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by the City of its obligations hereunder or under any such other agreement or instrument.

SECTION 2.2. REPRESENTATIONS AND WARRANTIES OF THE COUNTY. The County represents and warrants that:

(A) Existence. The County is a political subdivision of the State of California validly existing under the Constitution and laws of the State.

(B) Due Authorization. The County has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the County.

(C) No Conflict. Neither the execution nor the delivery by the County of this Agreement nor the performance by the County of its obligations hereunder nor the consummation by the County of the transactions contemplated hereby (1) conflicts with, violates or results in a breach of any Applicable Law or (2) conflicts with, violates or results in a breach of any term or conditions of any contract, agreement, franchise, judgment, instrument or decree to which the County is a party or by which the County or any of its properties or assets are bound, or constitutes a default under any such contract, franchise, judgment, decree, agreement or instrument.

(D) No Litigation. There is no action, suit or other proceeding, at law or equity, before or by any court or Governmental Body pending or, to the County's best knowledge, threatened against the County in which an unfavorable decision, ruling or finding which would materially and adversely affect the validity of or enforceability of this Agreement or any other agreement or instrument to be entered into by the County in connection with the transactions contemplated hereby, or which would materially and

adversely affect the performance by the County of its obligations hereunder or under any such other agreement or instrument.

ARTICLE III
DELIVERY AND ACCEPTANCE OF WASTE AND PROVISION OF DISPOSAL SERVICE

SECTION 3.1. DELIVERY OF WASTE. (A) Waste Disposal Covenant. Subject to the occurrence of the Commencement Date and throughout the Term of this Agreement, the City shall exercise all legal and contractual power and authority which it may possess from time to time to deliver or cause the delivery of all Controllable Waste to the Disposal System in accordance herewith beginning on January 1, 1998.

(B) Diverted City Acceptable Waste. The parties hereto acknowledge the responsibility of the City to meet the recycling and landfill diversion goals contained in the Act. Nothing in this Agreement is intended or shall be interpreted to prohibit or impair the ability of the City to meet or exceed such responsibilities, or to restrict the right of the residents, businesses or organizations in the City to practice source separation, source reduction, recycling, composting or other materials recovery activities, or to restrict the right of the City to conduct, sponsor, encourage or require such activities in any form. No reduction in the amount of Controllable Waste generated in the City and delivered to the Disposal System by or on behalf of the City which may result from any such source separation or recycling program (whether or not such program meets or exceeds the diversion requirements of the Act) shall cause the City any liability hereunder and shall not constitute a breach of this Agreement.

(C) Waste Delivered to Transfer Station or Processing Facilities. Subject to the provisions of this Section, all Residue from any processing of Controllable Waste by materials recovery, composting, recycling or other means, performed at In-County Processing Facilities or Out-of-County Processing Facilities shall constitute Controllable Waste and be subject to the Waste Disposal Covenant. The County specifically acknowledges that the City shall have the right to deliver or cause the delivery of City Acceptable Waste to Out-of-County Processing Facilities, and that the City is not obligated to require that Residue from such Out-of-County Processing Facilities be delivered to the Disposal System, after final processing or re-processing of such Residue as long as such Residue from Out-of-County Processing Facilities does not exceed, in any Contract Year, the lesser of (i) 40% of the amount of City Acceptable Waste delivered to such Out-of-County Processing Facility in such Contract Year or (ii) 2% of the total amount of Controllable Waste generated in the City during such Contract Year. To the extent that Residue from the processing of Controllable Waste exceeds the amount specified in the preceding sentence, the City shall exercise all legal and contractual authority which it may possess from time to time to require that such excess Residue be delivered to the Disposal System, and shall include a requirement to that effect in any contracts, agreements or other arrangements for processing at Out-of-County Processing Facilities which it enters into or amends after the Contract Date. Where City Acceptable Waste is processed at an In-County or Out-of-County Processing Facility which concurrently processes other Acceptable Waste in a manner which produces commingled residue which cannot be traced to a geographic source, generic residues from such Processing Facility in Tonnage equal to the residues that would have been produced had City Acceptable Waste only been processed at the facility shall constitute Controllable Waste and be subject to the Waste Disposal Covenant (subject to the exclusion from Controllable Waste of the amounts of Residue from Out-of-County Processing Facilities specified in this Section 3.1(C).) Such generic residues shall be delivered to the Disposal System regularly, in approximately the same frequency as deliveries of City Acceptable Waste to the Processing Facility. (In making any determination of Residue attributable to the City, the City may rely on the reports or certifications of the owner or operator of the Transfer Station or Processing Facility.)

(D) Power to Obligate Waste Disposal and Comply with this Agreement. On or before January 1, 1998, (i) any City franchise, contract, lease, or other agreement which is lawfully in effect relating

to or affecting Controllable Waste shall provide, or shall have been amended to provide, that the City shall have the right without material restriction on and after the January 1, 1998 to direct the delivery of all Controllable Waste to a disposal location selected by the City (whether or not such Controllable Waste is delivered to a transfer station as an intermediate step prior to landfill disposal) and otherwise to comply with its obligations under this Agreement with respect to Controllable Waste and Franchise Haulers, and (ii) the City shall designate the Designated Disposal Site as the disposal location pursuant to such franchise, contract, lease or other agreement. Throughout the Term of this Agreement the City (a) shall not enter into any franchise, contract, lease, agreement or obligation, issue any permit, license or approval, or adopt any ordinance, resolution or law which is materially inconsistent with the requirements of the Waste Disposal Covenant, and (b) shall maintain non-exclusive or exclusive franchises or other contractual arrangements (or collection through City owned and operated collection services) over any City Acceptable Waste which, as of the Contract Date, is subject to non-exclusive or exclusive franchise or other contractual arrangements. The City agrees that the County shall be a third party beneficiary of the obligation of Franchise Haulers to deliver Controllable Waste to the Disposal System, and may directly enforce such obligation through any legal or means available; provided, however, that such designation of the County as a third party beneficiary does not relieve the City of its obligations hereunder to enforce the waste delivery obligation of the Franchise Haulers. The City shall notify in writing each Franchise Hauler of the County's third party beneficiary rights.

(E) Waste Flow Enforcement. The City, in cooperation with the County, shall establish, implement, carry out and enforce a waste flow enforcement program which is sufficient to assure the delivery of all Controllable Waste to the Disposal System pursuant to and in accordance with the Waste Disposal Covenant for disposal at the times and in the manner provided herein. The waste flow enforcement program shall consist of amending City franchises with all Franchise Haulers, to the extent required by this Section, and shall include in addition, to the extent necessary and appropriate in the circumstances to assure compliance with the Waste Disposal Covenant, but shall not be limited to: (1) licensing or permitting Franchise Haulers, upon the condition of compliance with the Waste Disposal Covenant, (2) providing for and taking appropriate enforcement action under any such franchise, license, or permit, such as but not limited to the suspension, revocation and termination of collection rights and privileges, the imposition of fines or collection of damages, and the exercise of injunctive relief against non-complying Franchise Haulers and (3) causing any Transfer Station to which Controllable Waste is delivered for processing to deliver certification, under the penalty of perjury, of the amounts of Controllable Waste received and Residue remaining from processing at such Transfer Station. The City acknowledges and agrees that in the event of a breach of the Waste Disposal Covenant by the City, the City shall pay the County an amount equal to 100% multiplied by the Contract Rate in effect at the time of such breach multiplied by the number of tons of Controllable Waste which were not delivered to the Disposal System as a result of the failure of the City to comply with the Waste Disposal Covenant. The parties recognize that if the City fails to meet its obligations hereunder, the County will suffer damages and that it is and will be impracticable and extremely difficult to ascertain and determine the exact amount of such damages. Therefore, the parties agree that the damages specified above represent a reasonable estimate of the amount of such damages, considering all of the circumstances existing on the date hereto, including the relationship of the sums to the range of harm to the County that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient. In signing this Agreement, each party specifically confirms the accuracy of the statements made above and the fact that each party had ample opportunity to consult with legal counsel and obtain an explanation of this liquidated damage provision at the time that this Agreement was made.

(F) Legal Challenges to Franchise System. The City shall use its best efforts to preserve, protect and defend (by diligent pursuit of claims through the trial court level) its right to exercise and comply with the Waste Disposal Covenant against any challenge thereto, legal or otherwise (including any lawsuits against the City or the County, whether as plaintiff or defendant), by a Franchise Hauler or any other person, based upon breach of contract, violation of law or any other legal theory. The City shall bear

the cost and expense of any such Legal Proceeding or other challenge. In the event any such Legal Proceeding relating to the Waste Disposal Covenant or the City's exercise thereof establishes in a final determination that such covenant or exercise thereof is void, unlawful or unenforceable, or if any Franchise Hauler fails to deliver Controllable Waste to the Disposal System in breach of its franchise with the City on the grounds that a judicial determination made by any court or other Applicable Law has rendered its obligation to deliver Controllable Waste to the Disposal System void, unlawful or unenforceable on any legal grounds, with the result that actual waste deliveries of the City's Controllable Waste to the Disposal System in any Contract Year fall below 93% of the amount of the City's Controllable Waste delivered to the Disposal System during the preceding Contract Year, the County shall be entitled to terminate this Agreement upon 60 days prior written notice to the City. Such right of the County to terminate must be exercised within one year of the end of the Contract Year during which the delivery shortfalls described in this Section giving rise to the right to terminate occurred. Upon any termination by the County pursuant to the provisions of this Section, the obligations of the County pursuant to Section 7.3 hereof shall not apply to any Loss-and-Expense of the City which may arise from deliveries of waste to the Disposal System after such date of termination.

(G) Franchise Haulers. The City shall compile and provide the County with the following information concerning all Franchise Haulers: name, address and phone number; identification number; area of collection and transportation; and franchise and permit terms.

(H) Waste Information System. The City shall cooperate with the County in collecting information and otherwise monitoring Franchise Haulers in order to assure compliance with this Agreement. Such information may include, to the extent practicable, data pertaining to Controllable Waste collected, transported, stored, processed and disposed of; Diverted City Acceptable Waste collected, transported, stored, processed and marketed or disposed of; Franchise Haulers' franchise, permit or license terms, collection areas, transportation routes and compliance with Applicable Law; and all other information which may reasonably be required by the County in connection with this Agreement.

(I) City Actions Affecting County. The City agrees not to conduct any disposal services for Controllable Waste to be provided in competition with the Disposal Services provided by the County hereunder, and not to take or omit to take any action with respect to Controllable Waste or its collection, transportation, transfer, storage, treatment or disposal that may materially and adversely affect the County's ability to achieve such timely compliance. The County acknowledges that development by the City (or cooperation by the City in connection with the private development of) any materials recovery facility or transfer station located within or without the City shall not violate the provisions of this section as long as the ultimate disposal site for any Controllable Waste (or Residue therefrom) which is delivered to such materials recovery facility or transfer station is the Disposal System. Notwithstanding the foregoing, the City shall not be required to (i) approve or deny any permit or license or grant or refuse to grant any approval while exercising its police powers or (ii) waive, modify or otherwise limit in any manner the City's land use authority.

(J) No Right of Waste Substitution. Nothing in this Agreement shall authorize or entitle the City to deliver or cause the delivery to the Disposal System of Acceptable Waste originating from or generated outside the jurisdiction of the City, nor obligate the County to receive or dispose of any such Acceptable Waste. The City shall not assign in whole or in part its right to deliver or cause to be delivered Controllable Waste to the County hereunder, and shall not permit any Acceptable Waste originating from or generated outside the jurisdiction of the City to be substituted for Controllable Waste for any purpose hereunder.

(K) Annexations and Restructuring. It is the intention of the parties that this Agreement and the obligations and rights of the City hereunder, including particularly the Waste Disposal Covenant and the Contract Rate, shall, to the extent permitted by Applicable Law (and subject to any rights of waste haulers operating in such areas prior to such annexation), extend to any territory annexed by the City (or any territory with respect to which the City assumes solid waste management responsibility from a sanitary district or other public entity) and shall bind any successor or restructured Governmental Body which shall assume or succeed to the rights of the City under Applicable Law.

SECTION 3.2. PROVISION OF DISPOSAL SERVICES BY THE COUNTY. (A) Service Covenant. Commencing January 1, 1998, the County shall provide or cause the provision of the service of (1) receiving and disposing of all Controllable Waste at the Designated Disposal Facility, (2) disposing in accordance with subsection 3.2(C) hereof of Controllable Waste which, at any time and for any reason, is in excess of the disposal capacity of the Designated Disposal Facility, and (3) in accordance with subsection 3.3(C) hereof, disposing of Unacceptable Waste inadvertently accepted at the Designated Disposal Facility. The County shall do and perform all acts and things which may be necessary or desirable in connection with its covenants in this subsection, including without limitation all planning, development, administration, implementation, construction, operation, maintenance, management, financing and contract work related thereto or undertaken in connection therewith. The County shall exercise all reasonable efforts to minimize the costs incurred in complying with the Service Covenant consistent with its responsibilities hereunder and under this Agreement, Applicable Law and prudent solid waste management practice and environmental considerations, so as to enable the County to provide the services hereunder at the Contract Rate.

(B) Temporary Unavailability of Designated Disposal Facility; Provision of Transfer Capacity. The County shall immediately advise the City and Franchise Hauler by telephone and facsimile of any situation, event or circumstance which results in the partial or complete inability of the County to receive Controllable Waste at the Designated Disposal Facility, its effect on the County's ability to perform its obligations hereunder, and the County's best estimate of the probable duration. The County shall confirm such advice in writing within 24 hours of the occurrence of any such inability. The County shall use its best efforts to resume normal operation of the Designated Disposal Facility as soon as possible in accordance with subsection 3.2(C) hereof. In the event that, at any time during the term hereof, the County is unable to accept City Acceptable Waste for disposal at any particular Designated Disposal Facility for a period in excess of 14 consecutive days, it shall nonetheless provide sufficient transfer capacity at such Designated Disposal Facility, and shall accept for transfer and disposal City Acceptable Waste at such Designated Disposal Facility for the Contract Rate. In the event that the County cannot provide such transfer capacity, it shall be obligated to accept such City Acceptable Waste at another facility within the Disposal System and to reimburse the City for any increased transportation cost (including without limitation, equipment rental costs, overtime and increased fuel costs resulting from the unavailability of the Designated Disposal Facility) incurred by the City or the Franchise Haulers in transporting City Acceptable Waste to another disposal facility within the Disposal System. In the event that the County cannot provide disposal capacity at another facility within the Disposal System, it shall be obligated to reimburse the City for (i) any increased transportation cost (including without limitation, equipment rental costs, overtime and increased fuel costs resulting from the unavailability of the Designated Disposal Facility) incurred by the City or the Franchise Haulers in transporting City Acceptable Waste to any other disposal facility used by the City or Franchise Hauler and (ii) the amount, if any, by which the tipping fee at the alternative facility utilized by the City or Franchise Hauler (because of the unavailability of any facility within the Disposal System) exceeds the then current Contract Rate. The invoice shall include reasonable substantiation of the amount invoiced.

(C) Termination by County in Certain Circumstances. In the event that the Designated Disposal Facility becomes unavailable pursuant to Section 3.2(B) for a period exceeding 14 days, the County shall have the right to terminate this Agreement pursuant to this Section. The County may exercise such right by

providing 10 days prior written notice thereof to the City. In the event that the County exercises such right, the County shall be obligated to pay the City an amount equal to (i) any aggregate increased transportation cost (including without limitation, equipment rental costs, overtime and increased fuel costs resulting from the unavailability of the Designated Disposal Facility) reasonably expected to be incurred by the City or the Franchise Haulers in transporting City Acceptable Waste to any other disposal facility used by the City or Franchise Hauler for a period of one year following the date of termination and (ii) the aggregate amount, if any, by which the tipping fee at the alternative facility utilized by the City or Franchise Hauler (because of the unavailability of any facility within the Disposal System) is reasonably expected to exceed the then current Contract Rate for a period of one year following the date of termination. Such amounts shall be payable by the County within 60 days of the date of termination.

(D) Change in Designated Disposal Facility by Mutual Consent. The Designated Disposal Facility has been initially designated in Appendix 1 hereto. The Designated Disposal Facility may be changed, and other Designated Disposal Facilities added, at any time with the mutual consent of the parties.

(E) Change in Designated Disposal Facility at City Request. In the event the City wishes to change the Designated Disposal Facility to another Disposal System Component, the City shall provide written notice and the reasons therefor to the County, and shall indicate whether the requested change is permanent or temporary. The County shall consider any such request in good faith and provide a response to the City within 14 days, taking into account the reasons for the request, the County's obligations to other cities which have executed Disposal Agreements, the requirements of Applicable Law, and the implications of any such change for the Disposal System as a whole. The County shall honor any such request to the extent commercially practicable based on such considerations and the overall interests of the Disposal System.

(F) Annual Notification of Remaining Disposal Capacity. At the end of each Contract Year, the City shall advise the County in writing as to the expected delivery levels of Controllable Waste during the next Contract Year, and the County shall submit to the City a statement specifying (1) the amount of disposal capacity at the Designated Disposal Facility expected to be available for use by the City during the next Contract Year; (2) the aggregate amount of Disposal System capacity expected to be available for use by the cities which have executed Disposal Agreements during the remaining Term of this Agreement; and (3) any plans the County may have with respect to redesignating the Designated Disposal Facility, increasing or decreasing the number of cities using the Designated Disposal Facility, or curtailing or expanding the use of the Designated Disposal Facility. The annual notification to be provided by the County pursuant to this Section shall also describe the status of any permits required with respect to the Designated Disposal Facility, including a description of (i) any permit revisions expected to be proposed by the County; and (ii) any abatement orders or other permit compliance or enforcement actions taken or proposed by Governmental Bodies.

SECTION 3.3. COUNTY RIGHT TO REFUSE WASTE. (A) Right of Refusal. Notwithstanding any other provision hereof, the County may refuse delivery of:

(1) Unacceptable Waste; and

(2) Controllable Waste delivered at hours other than those provided in the facility operating permit.

(B) Identification of Unacceptable Waste. The County shall have the right (but not the duty or the obligation) to inspect the vehicles of all Franchise Haulers delivering material to the Disposal System, and may require that the Franchise Hauler remove any Unacceptable Waste from such vehicle before it is

unloaded. If the County determines that it is impractical to separate Controllable Waste from Unacceptable Waste in any vehicle, or if the Franchise Hauler delivering such waste is unwilling to make such separation, or if any vehicle is carrying waste which may spill or leak, then the County may reject the entire vehicle, and the County shall require that the Franchise Hauler shall forthwith remove or cause the removal of the entire delivery from the Disposal System.

(C) Hazardous Waste and Hazardous Substances. The parties acknowledge that the Disposal System has not been designed or permitted, and is not intended to be used in any manner or to any extent, for the handling, transportation, storage or disposal of Hazardous Waste or Hazardous Substances. Neither the County nor the City shall countenance or knowingly permit the delivery of Hazardous Waste or Hazardous Substances to the Disposal System.

(D) Disposal of Unacceptable Waste and Hazardous Waste. If Unacceptable Waste or Hazardous Waste is discovered in a vehicle at any landfill within the Disposal System, the driver of the vehicle will not be permitted to discharge the load. If a vehicle is observed unloading Unacceptable Waste or Hazardous Waste in the tipping area of a landfill within the Disposal System County personnel will use reasonable efforts to assure that such material has been characterized, properly secured and its disposition resolved. The return or reloading on to the delivery vehicle of any Hazardous Waste, Prohibited Medical Waste or other waste requiring handling or transportation shall be conducted in accordance with Applicable Law. Whenever Hazardous Waste is detected at any landfill within the Disposal System, the County shall take immediate action in accordance with Applicable Law. In addition, if the County inadvertently accepts Unacceptable Waste, it shall have the right to pursue any remedies which it may against the person delivering such Unacceptable Waste to recoup the cost of handling and properly disposing of such Unacceptable Waste.

(E) Environmental Insurance. Prior to the Contract Date, the County will obtain insurance for potential CERCLA or other environmental liability of the Disposal System, in an amount equal to $10,000,000 with deductibles of: (i) $1,000,000 for events giving rise to coverage which events occurred prior to October 1, 1995 and (ii) $250,000 for events giving rise to coverage which events occurred on or after October 1, 1995. The County shall maintain comparable insurance throughout the term hereof so long as commercially available on reasonable terms, as determined in the reasonable discretion of the County risk manager. The County shall notify the City in the event that the County does not maintain the insurance described in this Section.

SECTION 3.4. MISCELLANEOUS OPERATIONAL MATTERS. (A) Permit Revisions or Stipulated Orders. The County shall provide the City with any application of the County to revise the Legal Entitlements for the Designated Disposal Facility (or any draft or final stipulated notice and order relating to the Designated Disposal Facility which may be under consideration by the local enforcement agency with jurisdiction over the Designated Disposal Facility). Such applications shall be provided to the City concurrently with its submittal to the appropriate regulatory agency.

(B) Scales and Weighing. The County shall operate and maintain permanent scales at the Disposal System in compliance with Applicable Law. The County shall weigh all vehicles delivering Controllable Waste by or on behalf of the City (whether or not the County accepts such waste) and prepare a daily weight record with regard to such delivery. (In the event that scales are temporarily unavailable, the County shall reasonably estimate the weight of Controllable Waste delivered by volume.)

SECTION 3.5. OTHER USERS OF THE DISPOSAL SYSTEM. (A) Generally. The County shall have the right to enter into waste disposal agreements with other cities in the County, Sanitary Districts, Transfer Stations or Independent Haulers; provided, however, that in no event shall such

agreements have terms and provisions more favorable than the terms and provisions of this Agreement (including but not limited to the Contract Rate and availability of disposal capacity) unless the County has first offered the City such more favorable contract (or amendments to this Agreement).

(B) Receipt of Imported Acceptable Waste on a Contract Basis. The County shall have the right to enter into a contract or other agreement with any municipal or private non-County entity for the delivery of Imported Acceptable Waste on terms and conditions that the County determines to be necessary to ensure and enhance the viability of the Disposal System for the benefit of the County and the cities which have executed Disposal Agreements. The County shall not enter into any such arrangements if such arrangements would materially and adversely affect the ability of the County to receive and dispose of Acceptable Waste from the cities which have executed Disposal Agreements in accordance with the Disposal Agreements throughout the Term thereof. Any such agreements shall provide that, in the event there is insufficient capacity at the Designated Disposal Facility for both Controllable Waste and Imported Acceptable Waste, Controllable Waste shall have priority with respect to existing capacity.

SECTION 3.6. COUNTY PROVISION OF WASTE DIVERSION SERVICES. (A) County-Wide Recycling Services. This Agreement does not require the County to provide for any source reduction, materials recovery, recycling, composting, or other waste diversion services by the County nor any payment therefor by the City, by Franchise Haulers or by ratepayers; provided, however, any County-Wide Recycling Services, or recycling services provided at any Designated Disposal Facility (such as providing drop boxes for wood waste, green waste or other recyclable materials delivered to such Designated Disposal Facility), may be funded through the County Waste Management Enterprise Fund. Any such recycling services may be expanded, contracted or modified by the County at any time in its sole discretion.

(B) Separate City-County Diversion Service Agreements. Nothing in this Agreement is intended to limit the right of the County to enter into a separate agreement with the City or any other person to provide source reduction, materials recovery, recycling, composting or other waste diversion services. Any such program conducted by the County, whether in participation with the City, any other of the cities which have executed Disposal Agreements, other cities, Sanitary Districts, Transfer Stations, Independent Haulers, Unincorporated Area or non-County entity, shall be operated, managed and accounted for as a program separate and distinct from the Disposal Services program contemplated by the Disposal Agreements and shall not be funded through the general revenues of the Disposal System.

(C) Diversion Programs in Unincorporated Areas. To the extent the County implements diversion or other related programs in the Unincorporated Area of the County, the cost of such diversion programs shall be paid by the residences and businesses receiving the benefit of such diversion programs, and shall not be payable from the revenues of the Disposal System.

ARTICLE IV
CONTRACT RATE

SECTION 4.1. CHARGING AND SECURING PAYMENT OF CONTRACT RATE. The City acknowledges that the County shall have the right to charge and collect a Contract Rate for the acceptance and disposal of Controllable Waste delivered to the System by any Franchise Hauler. The Contract Rate shall be calculated and established, and may be modified, as provided in Section 4.2 hereof. In addition, the City acknowledges that the County shall have the right to establish as part of the operating rules and regulations reasonable measures to secure the payment of all Contract Rates. Notwithstanding Section 4.2(A), the County shall have the right to impose special charges for the receipt of hard to handle materials, such as bulky materials, construction and demolition debris, tires and sludge. Such special charges shall be calculated to reflect the reasonable incremental costs to the County of accepting such hard to handle materials.

SECTION 4.2. CONTRACT RATE. (A) Generally. Effective January 1, 1998, the Contract Rate payable by each Franchise Hauler shall be $28.50 per ton, subject to potential adjustment necessary to reflect the circumstances set forth below:

(i) increased costs incurred by the County (in excess of available insurance proceeds) due to the occurrence of one or more Uncontrollable Circumstances, including Changes in Law; and

(ii) escalation during the Term of this Agreement calculated in accordance with Section 4.2 (B).

Prior to adjusting the Contract Rate as a result of any of the circumstances described in Section 4.2(A)(i), the County shall utilize the following remedy: reduce the costs of operating the Disposal System to the extent practicable.

Any adjustments to the Contract Rate permitted by this Section 4.2(A)(i) shall be calculated by the County to reflect the actual costs or expenses of addressing the circumstance or circumstances pursuant to which the adjustment is authorized, and shall also reflect, where applicable, the then remaining capacity in the Disposal System. Such adjustment may not reflect circumstances other than the circumstances described in Section 4.2(A)(i).

(B) Calculation of Escalation. For purposes of Section 4.2(A)(ii), the Contract Rate shall be adjusted in accordance with the formula described in this Section each July 1 during the term hereof, commencing July 1, 1999. The adjustment shall be calculated in accordance with the following formula:

Contract Rate = Fixed Portion + [Escalating Portion x Index]

Where,

Fixed Portion	=	$10.87
Escalating Portion	=	$17.63
Index	=	Price Index, which shall be determined in accordance with the following formula
I	=	$.7[PPI_1/PPI_2]+.3[EI_1/EI_2]$

PPI_1	=	The Producer Price Index, Industrial Commodities, as published by the United States Department of Labor Statistics in the publication *Producer Price Indices*, Table 6, for the month of February in the year the adjustment is being made (e.g., the first adjustment will use the February, 1999 value)
PPI_2	=	Producer Price Index, Industrial Commodities for the month of February, 1998
EI_1	=	Employment Cost Index, Compensation, Private Industry Workers, as published by the United States Department of Labor Statistics in the publication *Monthly Labor Review*, Table 22 for the last quarter of the year preceding the year the adjustment is being made (e.g., the first adjustment will use the last quarter, 1998 value)
EI_2	=	Employment Cost Index, Compensation, Private Industry Workers established for the last quarter of 1997

If the Employment Cost Index or Producer Price Index are no longer published, or are otherwise unavailable, then the Cost of Living Adjustment shall be determined by using standard official statistics measuring changes to, respectively, labor costs and cost of materials, as the parties shall mutually agree.

(C) Procedure for Rate Adjustments. In the event the County determines that it is entitled to an adjustment of the Contract Rate pursuant to Section 4.2(A)(i), it shall utilize the procedures described in this Section 4.2(C). The County shall be required to provide the City with at least 60 days prior written notice of the adjustment, which notice shall identify the specific event(s) or circumstances which require the adjustment. The notice shall also specify the earliest date on which the County Board of Supervisors shall consider the proposed adjustment. At least 45 days prior to such meeting of the Board of Supervisors, the County shall provide the City with a report which shall contain the following information: a description of the specific event(s) or circumstances which require the adjustment; a description (including cost estimates) of any activities (which may include, but not be limited to capital improvements to the Disposal System) required in order to remedy such event or circumstance; certification by the County that it has implemented the remedy described in Section 4.2 prior to requiring the rate adjustment; and a description of the methodology used by the County to calculate the adjustment to the Contract Rate (hereinafter the "County Report"). In the event the City disputes the adjustment, it shall provide the County with a written description of the reason for the dispute at least 10 days prior to the meeting of the Board of Supervisors identified in the initial notice of the County (hereinafter the "City Report"). The City Report shall be provided to the Board of Supervisors for consideration at such meeting in connection with the proposed rate adjustment. At any time from and after the date that the County provides the City with the County Report, upon the request of either party, the City and County shall meet and confer in good faith to resolve any dispute that may arise regarding the proposed adjustment to the Contract Rate. In the event the Board of Supervisors approves all or a portion of the proposed rate adjustment, such rate adjustment shall become effective on the date identified in the initial notice sent by the County, but subject to potential reimbursement pursuant to Section 4.2(D).

(D) Challenges to Rate Adjustment. In the event that the City challenges a Rate Adjustment made pursuant to Section 4.2(A) and a court of applicable jurisdiction determines that any portion of the County's adjusted Contract Rate was improperly imposed, the County shall, within 30 days of the date of the statement of decision, reimburse to the City the amount improperly imposed, together with interest

calculated at the Overdue Rate. Such reimbursement may be made in the form of a reduction in the Contract Rate for a future period reasonably calculated to provide full reimbursement of the amounts described above.

SECTION 4.3. RESPONSIBILITY FOR PAYMENT OF THE CONTRACT. (A) Payment by City. In the event and to the extent (1) the City uses municipal collection forces directly for the haulage of Controllable Waste to the Disposal System or (2) the City uses non-municipal Franchise Haulers for collection but nonetheless elects to pay the Contract Rate from City revenues, the City shall have direct responsibility for payment of the Contract Rate, and shall take all such budgetary, appropriation and other action as may be necessary to provide for the timely payment of the Contract Rate. Such action may include, depending upon the means authorized by the City to provide for such payment, the levy and collection of general or special taxes, the imposition of benefit assessments, or the collection of user fees, generator charges or other similar impositions for municipal solid waste disposal. The City shall use best efforts in accordance with Applicable Law to levy and impose all such taxes, assessments, fees or charges, and will take all steps, actions and proceedings for the enforcement, collection and payment of all such amounts which shall become delinquent, to the full extent permitted by Applicable Law. To the extent provided in Section 7.5 hereof, the obligation of the City for such Contract Rate or Transfer Rates shall be limited to amounts in the City's Solid Waste Enterprise Fund. From the Commencement Date to the date of expiration or termination of this Agreement, the obligation of the City to pay the Contract Rate or Transfer Rate, to the extent the City rather than Franchise Haulers is responsible directly for payment and provided that the Service Covenant has been complied with, shall be absolute and unconditional and shall not be subject to delay or diminution by reason of set-off, abatement, counterclaim, existence of a dispute or otherwise. The obligation of the City hereunder shall be limited in all circumstances to amounts available in any enterprise fund created by the City for solid waste management purposes, and there shall be no recourse hereunder against the City's general fund or other funds not related to solid waste management purposes for amounts owed by the City hereunder.

(B) Payment by Franchise Haulers. With respect to Controllable Waste delivered by Franchise Haulers other than City municipal collection forces, the obligation to pay the Contract Rate shall rest with such Franchise Haulers and not with the City and, unless the City has agreed with the County to be responsible for Franchise Hauler payments, the City shall not be financially responsible for any delay or failure by such Franchise Hauler to pay the Contract Rate or any portion thereof when due. In the event of any such failure, the County and the City shall cooperate with each other and use their best efforts to obtain timely payment. Such efforts by the County may include, as appropriate, requiring cash payments for disposal rights from such Franchise Hauler and bringing a legal proceeding for payment and damages. Such efforts by the City shall include, as appropriate, legal proceedings to suspend, revoke or terminate the Franchise Hauler's franchise, permit or license rights.

(C) Disputes. If the City or the Franchise Hauler disputes any amount billed by the County in any Billing Statement, the City or the Franchise Hauler shall nonetheless pay undisputed amounts identified on such Billing Statement and shall provide the County with written objection within 30 days of the receipt of such Billing Statement indicating the amount that is being disputed and providing all reasons then known to the City or the Franchise Hauler for any objection to or disagreement with such amount. The County shall then respond to such written objection (providing additional documentation substantiating the amount disputed if applicable) within 30 days of receipt of the written objection. If the City or the Franchise Hauler and the County are not able to resolve such dispute within 30 days after the County's response, either party may pursue appropriate legal remedies. In addition, in the event of nonpayment by the City or Franchise Hauler, as applicable, the County shall have the right to discontinue any credit arrangements it may have had with the City or Franchise Hauler, and require cash payment for subsequent deliveries.

SECTION 4.4. BILLING OF THE CONTRACT RATE. The County shall continue to bill Contract Rate after January 1, 1998, in the same manner as it has customarily billed tipping fees. Subject to the other provisions of this Agreement, the County shall have the right to modify or amend such manner of billing on reasonable notice to affected parties.

SECTION 4.5. SOLID WASTE DISPOSAL FEE OPTION. Notwithstanding the other provisions of this Article IV, City shall have the option to adopt the following procedure:

City agrees that it or its Franchise Hauler will pay the then current Solid Waste Disposal Fee (which Fee is, at this time, set forth in Section 16.0222 of the County Code), as same may be amended from time to time, relative to the City's Controllable Waste delivered to the Disposal System. In turn, the City will receive a monthly payment from the County equal to the product of: the City's Controllable Waste delivered to the Disposal System for the month in question multiplied by the difference between the then current Solid Waste Disposal Fee and the then current Contract Rate (as the Contract Rate is determined under the provisions of this Agreement). City acknowledges that the County shall have the right to establish as part of the operating rules and regulations reasonable measures to secure the payment of all Solid Waste Disposal Fees. Further, all references to "Contract Rate" in Sections 4.3 and 4.4 shall be deemed to refer to the Solid Waste Disposal Fee.

City shall elect the option set forth in this Section 4.5 by notifying the County of such election as provided in Section 7.16. The election shall be effective on the first day of the second month following receipt of the notice by County.

ARTICLE V
BREACH, ENFORCEMENT AND TERMINATION

SECTION 5.1. BREACH; REMEDIES. The parties acknowledge that the money damages provided hereunder may not be adequate to compensate either party for the other party's nonperformance. The parties agree that in the event either party breaches any obligation under this Agreement or any representation made by either party hereunder is untrue in any material respect, the other party shall have the right to take any action at law or in equity (including actions for injunctive relief, mandamus and specific performance) it may have to enforce the payment of any amounts due or the performance of any obligations to be performed hereunder. Neither party shall have the right to terminate this Agreement except as provided in Section 3.1(F), Section 3.2(C), Section 5.2 and Section 5.3 hereof or as otherwise provided in this Agreement.

SECTION 5.2. CITY CONVENIENCE TERMINATION. The City shall have the right to terminate this Agreement in its sole discretion, for its convenience and without cause at any time during the Term hereof upon 90 days' written notice to the County. If the City exercises its rights to terminate the Agreement pursuant to this Section, the City shall pay the County a termination fee equal to (x) $14.25 multiplied by (y) the amount of Controllable Waste delivered to the Disposal System during the prior Contract Year multiplied by (z) remaining term of the Waste Disposal Agreement, stated in years (assuming such termination for convenience did not occur). Upon any termination by the City pursuant to the provisions of this Section, the obligations of the County pursuant to Section 7.3 hereof shall not survive such termination, notwithstanding Section 6.1(B).

SECTION 5.3. TERMINATION. (A) By City. Except as expressly provided herein, the City shall have no right to terminate this Agreement for cause except in the event of the repeated failure or refusal by the County substantially to perform any material obligation under this Agreement unless such failure or refusal is excused by an Uncontrollable Circumstance; except that no such failure or refusal shall give the City the right to terminate this Agreement for cause under this subsection unless:

(1) The City has given prior written notice to the County stating that a specified failure or refusal to perform exists which will, unless corrected, constitute a material breach of this Agreement on the part of the County and which will, in its opinion, give the City the right to terminate this Agreement for cause under this subsection unless such breach is corrected within a reasonable period of time, and

(2) The County has neither challenged in an appropriate forum (in accordance with Section 5.6) the City's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Agreement nor corrected or diligently taken steps to correct such breach within a reasonable period of time not more than 90 days from the date of the notice given pursuant to clause (1) of this subsection (but if the County shall have diligently taken steps to correct such breach within such reasonable period of time, the same shall not constitute a breach giving rise to the right of termination for as long as the County is continuing to take such steps to correct such breach).

(B) By County. Except as expressly provided herein, the County shall have no right to terminate this Agreement for cause except in the event of the repeated failure or refusal by the City substantially to perform any material obligation under this Agreement unless such failure or refusal is excused by an Uncontrollable Circumstance; except that no such failure or refusal shall give the County the right to terminate this Agreement for cause under this subsection unless:

(1) The County has given prior written notice to the City stating that a specified failure or refusal to perform exists which will, unless corrected, constitute a material breach of this Agreement on the part of the City and which will, in its opinion, give the County right to terminate this Agreement for cause under this subsection unless such breach is corrected within a reasonable period of time, and

(2) The City has neither challenged in an appropriate forum (in accordance with Section 5.6 the County's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Agreement nor corrected or diligently taken steps to correct such breach within a reasonable period of time not more than 90 days from the date of the notice given pursuant to clause (1) of this subsection (but if the City shall have diligently taken steps to correct such breach within such reasonable period of time, the same shall not constitute a breach giving rise to the right of termination for as long as the City is continuing to take such steps to correct such breach).

SECTION 5.4. NO WAIVERS. No action of the County or the City pursuant to this Agreement (including, but not limited to, any investigation or payment), and no failure to act, shall constitute a waiver by either party of the other party's compliance with any term or provision of this Agreement. No course of dealing or delay by the County or the City in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof or otherwise prejudice such party's rights, powers and remedies. No single or partial exercise of (or failure to exercise) any right, power or remedy of the County or the City under this Agreement shall preclude any other or further exercise thereof of the exercise of any other right, power or remedy.

SECTION 5.5 DAMAGES. (A) City. In the event that the City terminates the Agreement pursuant to Section 5.3(A), the County shall be obligated to pay to the City as damages the amount by which the City's reasonably expected cost of transporting and disposing of City Acceptable Waste (for a period commencing on the date of termination and ending one year after such date of termination) exceeds the aggregate Contract Rate that would have been payable with respect to such City Acceptable Waste had the County met its obligations hereunder and the Agreement had not been terminated.

(B) County. In the event that the County terminates the Agreement pursuant to Section 5.3(B), the City shall pay the County as damages an amount equal to the Contract Rate in effect at the time of such termination multiplied by the number of tons of City Acceptable Waste delivered to the Disposal System during the preceding twelve months.

SECTION 5.6. FORUM FOR DISPUTE RESOLUTION. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or to the Disposal System or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in courts of the State of California having appropriate jurisdiction.

ARTICLE VI
TERM

SECTION 6.1. EFFECTIVE DATE AND TERM. (A) Term. This Agreement shall become effective, shall be in full force and effect and shall be legally binding upon the City and the County from the Contract Date and shall continue in full force and effect until the fifteenth anniversary of the Contract Date, unless earlier terminated in accordance with its terms.

(B) Survival; Accrued Rights. The rights and obligations of the parties hereto pursuant to Sections 3.1(E), 5.1, 5.3, 5.5, 7.2, 7.3, 7.5, 7.7, 7.8, 7.9, and 7.10 hereof shall survive the termination or expiration of this Agreement, and no such termination or expiration shall limit or otherwise affect the respective rights and obligations of the parties hereto accrued prior to the date of such termination or expiration provided, however, that Section 7.3 shall not survive if the termination of the Waste Disposal Agreement is due to the occurrence of an Event of Default on the part of the City. At the end of the Term of this Agreement, all other obligations of the parties shall terminate.

ARTICLE VII
GENERAL PROVISIONS

SECTION 7.1. OPERATION AND MAINTENANCE OF THE DISPOSAL SYSTEM. The County, at its cost and expense through the County Solid Waste Enterprise Fund, shall at all times operate, or cause to be operated, the Disposal System in accordance with Applicable Law and the operating rules and regulations of the County.

SECTION 7.2. UNCONTROLLABLE CIRCUMSTANCES GENERALLY. (A) Performance Excused. Except as otherwise specifically provided in this Agreement, neither the County nor the City shall be liable to the other for any failure or delay in the performance of any obligation under this Agreement (other than any payment at the time due and owing) to the extent such failure or delay is due to the occurrence of an Uncontrollable Circumstance.

(B) Notice, Mitigation. The party experiencing an Uncontrollable Circumstance shall notify the other party by telecommunication or telephone and in writing, on or promptly after the date the party experiencing such Uncontrollable Circumstance first knew of the commencement thereof, followed within 15 days by a written description of (1) the Uncontrollable Circumstance and the cause thereof (to the extent known), (2) the date the Uncontrollable Circumstance began and the cause thereof, its estimated duration, the estimated time during which the performance of such party's obligations hereunder will be delayed, (3) the estimated amount, if any, by which the Contract Rate may need to be adjusted as a result of such Uncontrollable Circumstance, (4) its estimated impact on the other obligations of such party under this Agreement and (5) potential mitigating actions which might be taken by the County or City and any areas where costs might be reduced and the approximate amount of such cost reductions. Each party shall provide prompt written notice of the cessation of such Uncontrollable Circumstance. Whenever such act, event or condition shall occur, the party claiming to be adversely affected thereby shall, as promptly as reasonably possible, use its best efforts to eliminate the cause therefor, reduce costs and resume performance under this Agreement. In addition, with respect to Changes in Law, the County shall diligently contest any such changes the imposition of which would have a material adverse impact on the Disposal System. While the delay continues, the County or City shall give notice to the other party, before the first day of each succeeding month, updating the information previously submitted.

(C) Impact on Contract Rate. If and to the extent that Uncontrollable Circumstances interfere with, delay or increase the cost to the County of meeting its obligations hereunder and providing Disposal Services to the cities which have executed Disposal Agreements in accordance herewith, the County shall be entitled to an increase in the Contract Rate as provided in Section 4.2 herein or an extension in the schedule for performance equal to the amount of the increased cost or the time lost as a result thereof. The proceeds of any insurance available to meet any such increased cost shall be applied to such purpose prior to any determination of cost increases payable under this subsection. Any cost reductions achieved through the mitigating measures undertaken by the County pursuant to subsection 7.2(B) hereof upon the occurrence of an Uncontrollable Circumstance shall be reflected in a reduction of the amount by which the Contract Rate would have otherwise been increased or shall serve to reduce the Contract Rate to reflect such mitigation measures, as applicable.

SECTION 7.3. INDEMNIFICATION. The County shall indemnify, defend with competent counsel reasonably selected by the County, protect and hold harmless City, its officers, employees and assigns from and against all Loss-and-Expense, including natural resources damages, injuries, costs, response, assessment, remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (including but not limited to attorneys' and expert witness fees and costs incurred in connection with defending against

any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, City or its officers or employees arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) or replacement or restoration of natural resources arising from or related to Hazardous Substance or Hazardous Wastes or petroleum products at any place where County transfers, stores or disposes of municipal solid waste pursuant to this agreement, or the County's activities pursuant to this Agreement which result in a release or threatened release of Hazardous Substances or Hazardous Wastes or petroleum products into the environment. The foregoing indemnity is intended to operate as an agreement pursuant to but not limited to Section 107(e) of the Comprehensive Environmental Response, Compensation and liability Act ("CERCLA"). 42 U.S.C. Section 9607(e), and California Health and Safety Code Section 25364, to defend, protect, hold harmless and indemnify City from liability. This indemnity shall not apply to willful, deliberate or grossly negligent delivery by the City of Hazardous Substances or Hazardous Waste to the Disposal System. This indemnity shall also not apply with respect to (i) vehicle accidents or other waste delivery activities or (ii) to any Hazardous Substances, Hazardous Waste, petroleum product or other Unacceptable Waste not accepted for disposal in the Disposal System. The City agrees that the County may provide counsel to jointly represent itself, the City and any and all other parties who disposed of waste in the Disposal System. The City hereby agrees to waive, in writing, any conflict, actual or apparent, created by the joint representation of such parties pursuant to this indemnity. The City also hereby agrees to cooperate fully and completely with the County and with counsel provided by the County in resolving any legal matter that arises pursuant to this indemnity. The City further agrees that the County has complete discretion in the conduct of any matter to which this indemnity applies, and may resolve or settle such matters to which this indemnity applies in its sole discretion without the permission or approval of the City. The County agrees that it will not bring any action against the City claiming or alleging that the City has any responsibility for matters, actions or liabilities within the scope of the indemnity provided above.

SECTION 7.4. RELATIONSHIP OF THE PARTIES. Neither party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations or liabilities assumed by the other party hereto, whether accrued, absolute, contingent or otherwise, or whether due or to become due. The County is an independent contractor of the City and nothing in this Agreement shall be deemed to constitute either party a partner, agent or legal representative of the other party or to create any fiduciary relationship between the parties.

SECTION 7.5. LIMITED RECOURSE. (D) To the City. Except in the event the City has not established or maintained a City Solid Waste Enterprise Fund, no recourse shall be had to the general funds or general credit of the City for the payment of any amount due the County hereunder, or the performance of any obligation incurred hereunder, including any Loss-and-Expense of any nature arising from the performance or non-performance of the City's obligations hereunder. The sole recourse of the County for all such amounts shall be to the funds held in any such Solid Waste Enterprise Fund. All amounts held in any City Solid Waste Enterprise Fund shall be held for the uses permitted and required thereby, and no such amounts shall constitute property of the County. The City shall make adequate provision in the administration of any City Solid Waste Enterprise Fund for the payment of any amount or the performance of any obligation which may be due hereunder.

(E) To the County. No recourse shall be had to the general funds or general credit of the County for the payment of any amount due the City hereunder, or the performance of any obligation incurred hereunder, including any Loss-and-Expense of any nature arising from the performance or non-performance of the County's obligations hereunder. The sole recourse of the City for all such amounts shall be to the funds held in the County Solid Waste Enterprise Fund in accordance with the terms of this Agreement. All amounts held in the County Solid Waste Enterprise Fund shall be held for the uses permitted

and required thereby, and no such amounts shall constitute property of the City. The County shall make adequate provision in the administration of the County Solid Waste Enterprise Fund for the payment of any amount or the performance of any obligation which may be due hereunder.

SECTION 7.6. PRE-EXISTING RIGHTS AND LIABILITIES. Except as specifically set forth herein, nothing in this Agreement is intended to affect, release, waive or modify any rights, obligations or liabilities which any party hereto may have to or against the other party as of the Contract Date relating to the disposal of waste in the Disposal System or any other related matter.

SECTION 7.7. NO VESTED RIGHTS. The City shall not acquire any vested property, license or other rights in the Disposal System by reason of this Agreement.

SECTION 7.8. LIABILITY FOR COLLECTION, TRANSPORTATION AND PROCESSING. Any liability incurred by the City as a result of collecting Acceptable Waste or processing it for diversion from landfill, or as a result of causing, franchising, permitting, licensing, authorizing or arranging any of the foregoing, shall be its sole liability, except as expressly otherwise provided herein.

SECTION 7.9. NO CONSEQUENTIAL OR PUNITIVE DAMAGES. In no event shall either party hereto be liable to the other or obligated in any manner to pay to the other any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or non-performance of its obligations or otherwise under this Agreement, or the material inaccuracy of any representation made in this Agreement, whether such claims are based upon contract, tort, negligence, warranty or other legal theory.

SECTION 7.10. AMENDMENTS. Neither this Agreement nor any provision hereof may be changed, modified, amended or waived except by written agreement duly authorized and executed by both parties.

SECTION 7.11. NOTICE OF LITIGATION. Each party shall deliver written notice to the other of any Legal Proceeding to which it is a party and which questions the validity or enforceability of this Agreement executed by the City or the County or any Legal Entitlement issued in connection herewith.

SECTION 7.12. FURTHER ASSURANCES. At any and all times the City and the County so far as may be authorized by law shall pass, make, do, execute, acknowledge and deliver any and every such further resolutions, acts, deeds, conveyances, instruments, assignments, transfers and assurances as may be necessary or reasonably requested by the other in order to give full effect to this Agreement.

SECTION 7.13. ASSIGNMENT OF AGREEMENT. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party hereto without the prior written consent of the other party, which may be withheld in the other party's sole discretion. Notwithstanding the foregoing, that either party may assign this Agreement to another successor public entity, subject to the reasonable consent of the other party. In such circumstances the party not requesting the assignment shall have the right to demand assurances of the financial, technical and legal ability of the proposed assignee to undertake the responsibilities and obligations of the assigning party.

SECTION 7.14. INTEREST ON OVERDUE OBLIGATIONS. Except as otherwise provided herein, all amounts due hereunder, whether as damages, credits, revenue or reimbursements, that are not paid when due shall bear interest at the Overdue Rate on the amount outstanding from time to time, on the basis of a 365-day year, counting the actual number of days elapsed, and all such interest accrued at any time shall, to the extent permitted by Applicable Law, be deemed added to the amount due, as accrued.

SECTION 7.15. BINDING EFFECT. This Agreement shall bind and inure to the benefit of the parties hereto and any successor or assignee acquiring an interest hereunder consistent with the provisions of Section 7.13 hereof.

SECTION 7.16. NOTICES. Any notice or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, to the notice address of the respective parties set forth on the cover page of this Agreement. Changes in the respective addresses to which such notices may be directed may be made from time to time by any party by notice to the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

CITY OF FONTANA

Date _____

City Manager

COUNTY OF SAN BERNARDINO

By _____

Chairman, Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF THIS CONTRACT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

EARLENE SPROAT
Clerk of the Board of Supervisors
of the County of San Bernardino

Date Linda S. Munn - Deputy

City Clerk

By _____

Date 3/9/98

Date FEB 2 4 1998

98-105

APPROVED AS TO FORM:
COUNTY COUNSEL
SAN BERNARDINO COUNTY, CALIFORNIA

By _____

Date 2-24-98

APPENDIX 1

DESIGNATED DISPOSAL FACILITY

The designated disposal facility for controllable waste from the City of Fontana pursuant to this agreement shall be the Mid-Valley Landfill in Rialto located north of Highland Avenue between Sierra Avenue and Alder Avenue.

AMENDMENT NO. 9 TO THE
WASTE DISPOSAL AGREEMENT NO. 97-1043

On December 16, 1997, the City of Rialto ("City") and the County of San Bernardino ("County") entered into a Waste Disposal Agreement ("WDA"). The parties hereby amend the WDA, on the Effective Date as provided herein, by their respective execution of this agreement (hereinafter "Amendment').

Recitals

A. The parties have previously entered into the following amendments to the WDA. Amendment No. 1 to the WDA was to implement the "Article 19 Solid Waste" component of the County's waste management system and define the City's share of that revenue. Amendment No. 2 was to increase the annual maximum limits of "Article 19 Solid Waste" in the County landfill system. Amendment No. 3 allowed the County to charge the fee of $10.00 per ton (prorated) for identified controllable waste of the City (e.g., roll off container trucks and other County/City vehicles such as pickups and dump trucks) and have such waste subject to being processed in the recycling program. Amendment No. 4 allowed the County to calculate the annual cost of living adjustment earlier in the calendar year. Amendment No. 5 extended the end date of the WDA to June 30, 2016. Amendment No. 6 extended the term of the WDA to June 30, 2021, applied an annual fixed WDA renewal discount adjustment of $0.82 per ton for the term of the WDA, and allowed the County to enter into agreements to accept in-County waste from non-WDA users of the Disposal System at a rate lower than the WDA Contract Rate in exchange for sharing the net revenue generated from those agreements. Amendment No. 7 reset the WDA Contract Rate and extended the term for five (5) years to June 30, 2026. Amendment No. 8 capped the WDA Contract Rate in order to maintain a 15% buffer between the WDA Contract Rate and the County's posted gate rate.

B. In connection with the ongoing administration of the WDA, the parties have determined it is now in their best interests to extend the term 9 years to June 30, 2035, adjust the WDA Contract Rate to be equal to 83% of the County's posted gate rate, and eliminate the provision for annual adjustments.

NOW THEREFORE, in consideration of the forgoing recitals and the following covenants and promises the Parties agree as follows:

1. Section 4.2, entitled "CONTRACT RATE" is hereby deleted and replaced in its entirety to read:

   SECTION 4.2 CONTRACT RATE. Effective July 1, 2026, and each July 1 thereafter during the term of the Agreement, the Contract Rate shall be equal to 83% of the County's posted gate rate effective that July 1st. For July 1, 2026, the County's posted gate rate is $49.49 ($61.49 minus the $12 CDSDP fee); therefore, the WDA Rate, effective July 1, 2026, will be $41.08 per ton.

   Please note that, due to timing, in future years where the gate rate is recommended to be increased, the WDA rate notification letter may be delayed until final approval of the gate rate by the Board of Supervisors.

2. Section 5.2, entitled "CITY CONVENIENCE TERMINATION" is hereby deleted and replaced in its entirety to read:

   SECTION 5.2 CITY CONVENIENCE TERMINATION. In exchange for adjusting the WDA Contract Rate to be equal to 83% of the County's posted gate rate, the City agrees to commit to remaining a WDA City, with no provision to terminate without cause, for the remainder of the WDA Term.

3. Section 6.1, entitled "EFFECTIVE DATE AND TERM", paragraph (A) Term, is hereby deleted and replaced in its entirety to read:

   SECTION 6.1. EFFECTIVE DATE AND TERM. (A) Term. This Agreement shall become effective, shall be in full force and effect and shall be legally binding upon the City and the County from the Contract

Date and shall continue in full force and effect until June 30, 2035, unless earlier terminated in accordance with its terms.

4. Effective Date. This Amendment shall be effective if and only when all fifteen cities/towns listed on Exhibit A have each adopted and executed a counterpart of this Amendment No. 9 (the amendment number may differ for each city/town listed on Exhibit A) and such amendment has been adopted and executed by the County on or before June 30, 2026. In all events, the conditions in the forgoing sentence shall occur otherwise this Amendment No. 9 shall be null and void and without any effect whatsoever.

5. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

6. Except as modified in this Amendment (or in any prior Amendment(s)) all other terms and conditions of the WDA shall remain in full force and effect.

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IN WITNESS WHEREOF, San Bernardino County and the City have each caused this Amendment to be subscribed by its respective duly authorized persons, on its behalf.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated:

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County

By
Deputy

City of Rialto
(Print or type name of corporation, company, contractor, etc.)

By ►
(Authorized signature - sign in blue ink)

Name
(*Print or type name of person signing contract)*

Title
(Print or Type)

Dated:

Address 150 S. Palm Avenue

Rialto, CA 92376

EXHIBIT A

CITIES/TOWNS WITH A WASTE DELIVERY AGREEMENT
WITH THE COUNTY OF SAN BERNARDINO
OFFERED THIS AMENDMENT JUNE 2026
FOR AN AGREEMENT END DATE OF JUNE 30, 2035

1. ADELANTO
2. APPLE VALLEY
3. BARSTOW
4. BIG BEAR LAKE
5. COLTON
6. FONTANA
7. GRAND TERRACE
8. HESPERIA
9. HIGHLAND
10. LOMA LINDA
11. RIALTO
12. TWENTYNINE PALMS
13. VICTORVILLE
14. YUCAIPA
15. YUCCA VALLEY

File #: 26-1091
Agenda #: R.

Agenda Date: 6/23/2026
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Recharge Recycled Water Contract with Fontana Water Company

RECOMMENDATION:
1. Approve an Agreement regarding the transfer of recycled water recharged by the Inland Empire Utilities Agency for the City and transferred to the Fontana Water Company.

2. Authorize the City Manager to enter into the Agreement with the Fontana Water Company regarding the transfer of recycled water recharged.

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 of Fontana (City) is a signatory to the Chino Basin Regional Sewage Contract (Regional Contract) with the Inland Empire Utilities Agency (IEUA). As a contracting agency, the City is entitled to a pro rata share (11,000 acre-feet) of recycled water recharged by IEUA into the Chino Groundwater Basin. Section 15.B.1 of the Regional Contract authorizes each contracting agency to transfer its rights to such recharged water.

Although the City is an Appropriative Pool member of the Chino Basin Watermaster, it is not a retail water provider. Therefore, the City desires to enter into an agreement with Fontana Water Company (FWC) to transfer the City's right of first purchase for its base entitlement of recycled water recharged by IEUA in excess of 3,000 acre-feet per fiscal year.

The proposed agreement would also allow FWC to purchase and receive the rights to any recycled water recharged on behalf of the City that is not purchased by the City of Ontario. The agreement term will be five years.

Under the agreement, FWC will pay the then-current IEUA recharge rate applicable at the time of purchase, plus an additional amount equal to five percent (5%) of the applicable IEUA recharge rate, which will be paid to the City as consideration for the transfer of these rights.

FISCAL IMPACT:
Under the terms of the Agreement, on an annual basis, FWC will pay the City a fixed 5% of the current fiscal year IEUA recharge rate per acre foot established by IEUA for the Transfer Rights from City to FWC, which is $35.74 for 2025-26. As revenue is dependent upon if FWC purchases the recycled water, estimated annual revenue may range from $0 up to $393,140, assuming that the City of Ontario did not purchase their entitled acre-feet. Additionally, Fontana Water Company agrees to pay all costs and fees associated with the use of the transferred recycled water.

MOTION:
Approve staff recommendation.

AGREEMENT REGARDING THE TRANSFER OF RECYCLED WATER RECHARGED BY THE INLAND EMPIRE UTILITIES AGENCY FOR THE CITY OF FONTANA AND TRANSFERED TO THE FONTANA WATER COMPANY

This AGREEMENT REGARDING THE TRANSFER OF RECYCLED WATER RECHARGED BY THE INLAND EMPIRE UTILITIES AGENCY FOR THE CITY OF FONTANA ("Agreement") is entered into as of the _____ day of _____, 2026 by and between the **CITY OF FONTANA** ("City") and **FONTANA WATER COMPANY** ("Company") for the transfer of City's right of first purchase of recycled water recharged to the Chino Basin by the Inland Empire Utilities Agency ("IEUA").

WHEREAS, the supply of water to the Chino Basin ("Basin") region is limited, and it is in the best interest of water and wastewater agencies in the Basin to maximize the reuse and recharge of recycled water where appropriate to lower the cost of Basin replenishment, which lowered cost is shared by water producers and customers as the cost of water is a direct pass through for the Company; and

WHEREAS, City does not operate a water delivery system for domestic water;

WHEREAS, Company operates a domestic water delivery system and has the means to put the City's recycled recharged water to beneficial use;

WHEREAS, City is a Contracting Agency as defined in the "Regional Sewage Service Contract" dated November 1, 2023, as may be amended from time to time, ("Regional Contract") that transmits wastewater to IEUA's Regional Sewerage System for treatment;

WHEREAS, Regional Contract Section 15.B.1 provides "Each Contracting Agency shall have the right of first purchase from IEUA of Recycled Water in a total quantity not exceeding the base entitlement of the Contracting Agency.";

WHEREAS, City, as a Contracting Agency, has the right of first purchase from IEUA recycled water in a total quantity not exceeding the City's base entitlement;

WHEREAS, City of Ontario ("Ontario") and City are parties to a Right of First Purchase of Recharged Reclaimed Water Agreement dated January 15, 2008 as amended March 18, 2014, and June 13, 2017, and as may be amended from time to time, (the "Ontario Agreement") where Ontario has the right of first purchase of up to 3,000 acre-feet ("AF") per year of City's base entitlement of recycled water that is recharged in the Basin;

WHEREAS, City may on an annual basis transfer any rights which Ontario elects not to claim pursuant to Section 4(b) of the Ontario Agreement;

WHEREAS, this Agreement does not pertain to direct use of recycled water and does not intend to amend, alter, or modify the Agreement for Regionalized Recycled Water Service dated April 26, 2011, by and between City and Company;

WHEREAS, IEUA plans to implement a water reuse program known as the Chino Basin Program (CBP) to advance treated recycled water and inject it into the Chino Basin for future production; and

WHEREAS, the City is willing to transfer a portion of the City's recycled water base entitlement to Company; and

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and for the mutual covenants contained herein, the parties agree as follows:

I. TRANSFER OF RIGHT FIRST PURCHASE OF TREATED EFFLUENT

For the period beginning with fiscal year 2025/26 and continuing for the remainder of the term of this Agreement, and subject to the terms and conditions contained herein and in the Regional Contract, the City hereby assigns and transfers to the Company: (a) all of the City's right of first purchase of the City's base entitlement (as that term is defined under Section 15.B.1 of the Regional Contract) in excess of 3,000 AF per fiscal year recharged into the Basin by IEUA on behalf of the City; and (b) that portion of City's right of first purchase which Ontario elects to not claim pursuant to Section 4 of the Ontario Agreement, if any, ((a) and (b) collectively the "Transferred Right").

II. ACCEPTANCE OF TRANSFER

Company hereby accepts the foregoing transfer, agrees to take and pay for the Transferred recycled water and assumes and agrees to perform and be bound by all of the covenants, agreements, provisions, conditions, and obligations of City arising from or under the Regional Contract but only as they relate to and to the extent of Company's exercise of the rights transferred to it under this Agreement.

III. PURCHASE PRICE; PAYMENT

As consideration for the City's agreement to grant Company the Transferred Right, under Section 1 of this Agreement, Company will incur and will pay all approved IEUA costs associated with Company's Transferred Right under Section 2 of this Agreement. This payment includes, but is not limited to the following:

a. On an annual basis Company will pay all charges attributable to transferred water acquired by Company at current fiscal year IEUA recharge rate per acre foot established by IEUA in accordance with the Regional Contract. For fiscal year 2025/26 the IEUA recharge rate is $714.85/AF

b. Company will timely pay amounts due under Section III.a directly to IEUA. Company will promptly provide the City with copies of invoices received from IEUA and proof of payment of the invoices within thirty (30) days of such payment.

i. Company agrees to defend, indemnify, and hold harmless the City, the City's directors, officers, and employees from any claims, damage, liability, or costs (including reasonable attorney's fees and legal costs) arising out of or in any way related to Company's failure to timely pay IEUA amounts due under this Section III.

c. In addition to the payment to be made by Company directly to IEUA as set forth above, on an annual basis Company will also pay City a fixed 5% of the current fiscal year IEUA

recharge rate per acre foot established by IEUA for the Transferred Rights from City to Company under Section I of this Agreement. For fiscal year 2025/26 the rate is ($714.85/AF x 5%) or $35.74 per-acre-foot.

Payment shall be made by Company to City each year for the amount of recharged recycled water transferred to Company purchased during the previous fiscal year. Prior to issuance of an invoice, Company shall provide to City, to the attention of the City Engineering/Public Works Department, an IEUA report showing the total amount of recycled water recharged transferred to Company during the previous fiscal year. This report shall be provided by Company to City no later than thirty (30) days after receipt of IEUA invoice. Upon receipt and verification of such information, City shall issue an invoice to Company no later than thirty (30) days after receiving IEUA report for the amount due. Company shall initiate the payment to City within thirty (30) days of the date of City's invoice, by mailing a check for the full amount due. Any payment not received by City within thirty (30) days from the due date will incur a late payment penalty of 10% of the total amount due from Company to City. If payment is not received by City within ninety (90) days after City gives Company written notice as provided in Section XIII that payment is delinquent, then City will have the option to terminate this agreement pursuant to Section VII of this Agreement.

d. The Parties agree that annual price adjustments may be necessary due to changes in the IEUA rate, changes in the market, or for other reasons. If a price adjustment is requested by either party, the Parties will meet and confer regarding the price adjustment. If the Parties are unable to agree on a new price within sixty (60) days from the date of the request for a price adjustment, this Agreement may be terminated in accordance with Section VII of this Agreement.

IV. TERM

This Agreement will be for a term of five (5) consecutive fiscal years which terminate at the end of fiscal year 2031/32 or upon the completion and implementation of the CBP, whichever occurs first ("Termination Date") unless otherwise terminated by either party in accordance with Section VII below.

V. NO OBLIGATION TO DELIVER SPECIFIED AMOUNT OF WASTEWATER TO IEUA

The parties agree that the City is under no obligation to deliver any minimum amount of wastewater to any IEUA Regional Plant for treatment and recharge purposes.

VI. DELIVERY

Company will be solely responsible for development and maintenance of facilities necessary for Company to exercise the Transferred Right and take delivery of the water from the Basin pursuant to this Agreement.

VII. TERMINATION

This Agreement may be terminated by either party, at its sole discretion, with or without cause, or for no cause, by giving thirty (30) days' notice to the other party. If this Agreement is terminated all the rights and obligations of the Parties set forth herein will be of no further force and effect. If the Agreement is terminated due to convenience and Company has not exercised the Transferred Right but issued a payment for the same, the Company may request reimbursement of the prepaid payment.

VIII. INDEMNIFICATION

City and Company each agree, to the fullest extent permitted by law, to indemnify and hold the other party, and its directors, officers, employees, or authorized volunteers harmless from any claims, damage, liability, or cost (including attorneys' fees and costs of defense) in connection with or in any way related to the parties' performance of rights and obligation under this Agreement, including such negligent acts, errors, or omissions by sub-contractors or others for whom the indemnifying party is legally liable; provided, however, that this indemnity will not apply to the gross negligence or willful misconduct of a party. This provision will survive the termination of this Agreement.

IX. AUTHORITY

Each signatory of this Agreement represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

X. GOVERNING LAW; VENUE

This Agreement will be interpreted and enforced in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement will be filed and litigated exclusively in the Superior Court of San Bernardino County, California or in the Federal District Court for the Central District of California.

XI. ENTIRE AGREEMENT; AMENDMENT

This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior written and oral agreements with respect to the matters covered by this Agreement. This Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.

XII. ATTORNEYS' FEES

In the event of any litigation pertaining to this Agreement, the losing party shall pay the prevailing party's costs and expenses, including without limitation, reasonable attorneys' fees.

XIII. RECORDATION

City will cause this Agreement to be recorded in the Official Records of San Bernardino County and will promptly provide conformed copies of the recorded Agreement to the Company and IEUA as required under the Regional Contract.

XIV. NOTICES

Whenever any notice is required or permitted to be given under the terms of this Agreement, the same will be given in writing, and sent by: (a) certified mail, return receipt requested, postage prepaid; (b) a national overnight delivery service, delivery prepaid; (c) hand delivery with written receipt acknowledged; or (d) e-mail, followed by a copy sent in accordance with this Section XIII sent the same day as the e-mail, in each case to the address (together with a contemporaneous copy to each copied addressee), as applicable, set forth below. Any notice required or given hereunder will be deemed received the same Business Day if sent by hand delivery or e-mail, the next Business Day if sent by overnight courier, or three (3) days after posting if sent by certified mail, return receipt requested; provided that, any notice received after 6:00 p.m. Pacific Time on any Business Day or received on any day that is not a Business Day will be deemed to have been received on the following Business Day. Further, all notices given pursuant to this Agreement will be deemed effective if executed and sent by counsel for City or Company, as applicable. Any party can change their addresses and contact information by written notice to the other parties hereunder.

To City: City of Fontana
8353 Sierra Avenue
Fontana, CA 92335
Attn: _____
Email: _____

To Company: Fontana Water Company
15966 Arrow Route
Fontana, CA 92335
Attn: Water Resources
Email: _____

With Copy to: San Gabriel Valley Water Company
P.O. Box 6010
El Monte, CA 92734-2010
Attn: General Counsel
Email: _____

XV. NO ASSIGNMENT

Neither party may assign any right under this Agreement to a third party without the prior written consent of the other party.

XVI. CAPTIONS; INTERPRETATION

The section headings used herein are solely for convenience and will not be used to interpret this Agreement. The parties acknowledge that this Agreement is the product of negotiation and compromise on the part of the parties, and the parties agree, that since they have participated in the negotiation and drafting of this Agreement, this Agreement will not be construed as if prepared by one of the parties, but rather according to its fair meaning as a whole, as if all Parties had prepared it.

XVII. SEVERABILITY

If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances will be held by a court of competent jurisdiction, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition, or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, will not be affected, and will be valid and enforceable to the fullest extent permitted by law unless the rights and obligations of the parties have been materially altered or abridged thereby.

XVIII. COUNTERPARTS

This Agreement may be executed in counterparts, each of which will, irrespective of the date of its execution and delivery, be deemed an original, and the counterparts together will constitute one and the same instrument.

XIX. RECITALS INCORPORATED

The above Recitals are true and correct and are incorporated into this Agreement as though fully set forth herein.

XX. TIME OF THE ESSENCE

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

[SIGNATURES ON THE FOLLOWING PAGE]

SIGNATURE PAGE
TO
AGREEMENT REGARDING THE TRANSFER OF RECHARGED RECYCLED WATER

CITY OF FONTANA,
a California municipal corporation

By: _____
Matthew C. Ballantyne
City Manager

Attest:

By: _____
Germaine Key, City Clerk

Approved as to form:

_____
Best Best & Krieger LLP
City Attorney

By: _____
Phillip Burum, Deputy City Manager
Development Services Organization

By: _____
Gia Kim
Public Works Director/City Engineer

IN COMPLIANCE WITH INSURANCE ADMINISTRATION POLICIES/PROCEDURES

By: _____
Rakesha Thomas, Director of
Human Resources and Risk Management

FONTANA WATER COMPANY,
a California corporation

By:_____
_____

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____, 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 _____ (Seal)

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____, 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 _____ (Seal)

File #: 26-1092
Agenda #: S.

Agenda Date: 6/23/2026
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Acceptance of Final Parcel Map No. 20910 for the Development of a 595 Multi-Family Unit Project on the Southwest Corner of Citrus Avenue and Summit Avenue, and the Abandonment of Easements on Said Map

RECOMMENDATION:
1. Approve Final Parcel Map No. 20910 for the development on the southwest corner of Citrus Avenue and Summit Avenue.

2. Accept dedication of public streets and easements.

3. Authorize the Mayor and City Clerk to certify the abandonment of the street right-of-way easements for portions of Joe Avenue and Edward Avenue as shown 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 November 4, 2025, the City of Fontana Planning Commission approved Vesting Tentative Parcel Map No. 24-0019 (TPM No. 20910) to consolidate twenty-nine (29) parcels into four (4) parcels and approved DRP No. 24-0030 for a multi-family development consisting of 595 units and associated site improvements on approximately 27 acres.

As part of this Parcel Map, portions of Joe Avenue and Edward Avenue are no longer needed and will be vacated and abandoned. Pursuant to Sections 66434(g) and 66499.20.2 of the Subdivision Map Act, the City Clerk must certify the abandonment of these portions of street right-of-way easements. The filing of this Parcel Map shall constitute an abandonment of the portions of the right-of-way easements previously granted to the City of Fontana for street and public utility purposes.

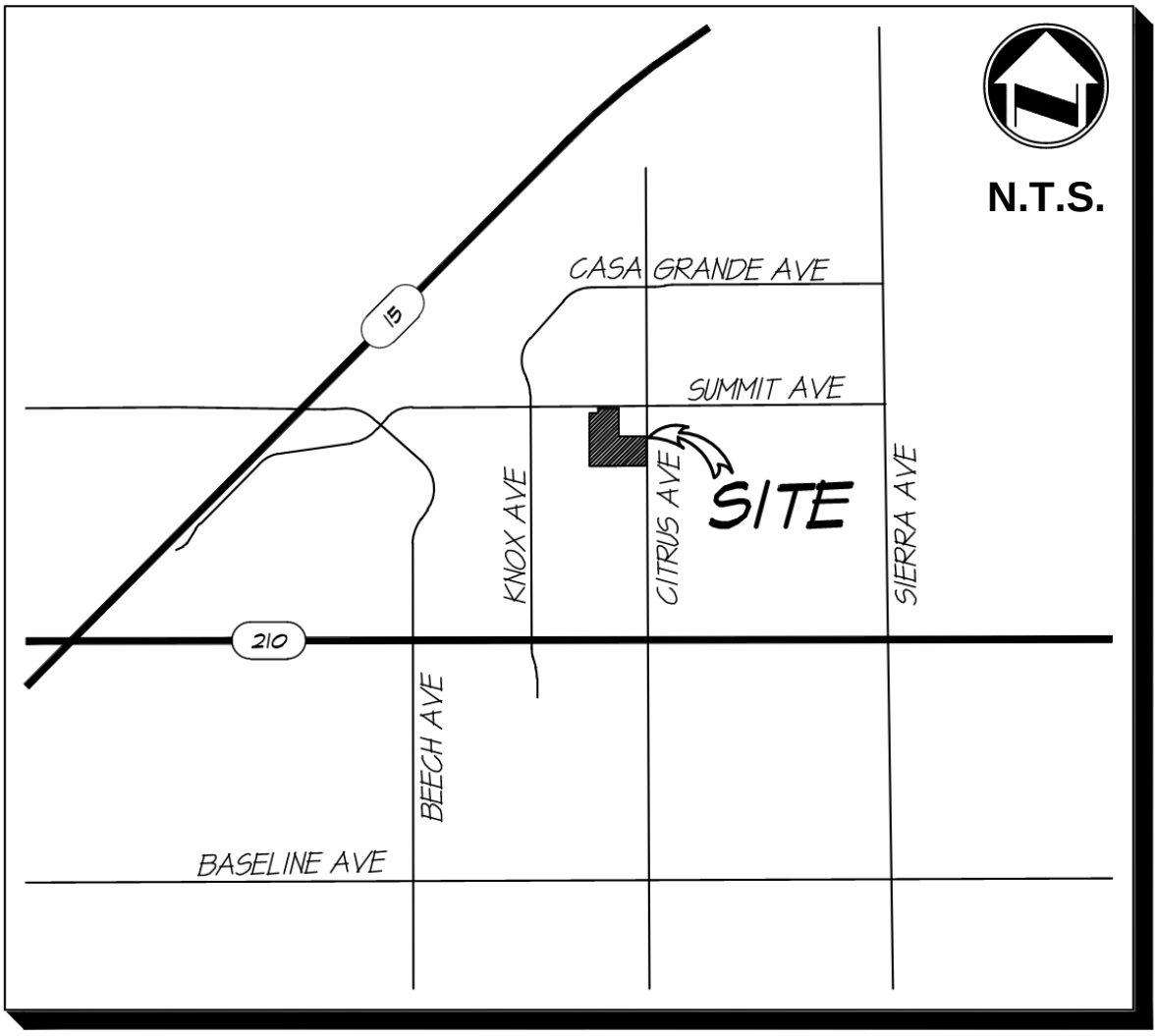
The subdivider, BCT Dev Acquisition Co. LLC, has complied with the Conditions of Approval and dedicated the required right-of-way easements as part of the project. The Parcel Map has been reviewed by the City Engineer and found to be substantially in conformance with the approved Vesting Tentative Parcel Map (TPM No. 20910).

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

THOMAS BROS GUIDE PAGE 574 GRID 2F, 3F, 2G, & 3G



NUMBER OF PARCELS: 4
NET ACREAGE: 28.04 ACRES
GROSS ACREAGE: 28.38 ACRES

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

PARCEL MAP NO. 20910

BEING A SUBDIVISION OF LOTS 1 THROUGH 19, INCLUSIVE, LOTS 22 THROUGH 30, INCLUSIVE, A PORTION OF LOT 20, AND PORTIONS OF CITRUS AVENUE, JOE AVENUE, AND EDWARD AVENUE OF TRACT NO. 2178, MALOOF HIGHLAND AVENUE TRACT NO. 2, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED SEPTEMBER 20, 1926 IN BOOK 31, PAGE 52 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; LYING WITHIN SECTION 25, TOWNSHIP 1 NORTH, RANGE 6 WEST, S.B.M.

adkan ENGINEERS

MARCH 2024

OWNERS' STATEMENT

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

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

WE HEREBY DEDICATE TO THE CITY OF FONTANA EDWARD AVENUE AND CITRUS AVENUE FOR STREET, HIGHWAY, UTILITY AND RELATED PURPOSES, UNDER, OVER AND UPON AS SHOWN ON THIS MAP.

WE HEREBY DEDICATE TO THE CITY OF FONTANA, EASEMENTS FOR PUBLIC UTILITY, EMERGENCY ACCESS AND PUBLIC SERVICE VEHICULAR INGRESS/EGRESS PURPOSES AS SHOWN ON THIS MAP.

WE HEREBY DEDICATE TO THE CITY OF FONTANA AN EASEMENT FOR SEWER PURPOSES AS SHOWN ON THIS MAP.

WE HEREBY DEDICATE TO THE CITY OF FONTANA, AN EASEMENT FOR STORM DRAIN PURPOSES AS SHOWN ON THIS MAP.

WE HEREBY DEDICATE TO THE CITY OF FONTANA, A TRAFFIC SIGNAL EASEMENT FOR INSTALLATION AND MAINTENANCE PURPOSES AS SHOWN ON THIS MAP.

WE HEREBY RESERVE TO OURSELVES, OUR SUCCESSORS AND ASSIGNS THE PRIVATE STREET EASEMENTS FOR PRIVATE STREET PURPOSES AS SHOWN ON THIS MAP

WE HEREBY RESERVE TO OURSELVES, OUR SUCCESSORS AND ASSIGNS, A WATER EASEMENT FOR WATER PURPOSES AS SHOWN ON THIS MAP.

WE HEREBY RESERVE TO OURSELVES, OUR SUCCESSORS AND ASSIGNS, A SEWER EASEMENT FOR SEWER PURPOSES AS SHOWN ON THIS MAP.

JACK M. CHEN AND SHIRLEY S. CHEN, AS TRUSTEES OF THE CHEN FAMILY TRUST DATED DECEMBER 21, 2021; ANNIE CHARYU CHEN, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY; JAMES HANWEI CHEN, A SINGLE MAN; AND KIMBERLY TINGWEI CHEN, A SINGLE WOMAN, ALL AS TENANTS IN COMMON

BY: JACK M. CHEN AND SHIRLEY S. CHEN, AS TRUSTEES OF THE CHEN FAMILY TRUST DATED DECEMBER 21, 2021

BY: _____
NAME: JACK M. CHEN
TITLE: TRUSTEE

BY: SHIRLEY S. CHEN, TRUSTEE

BY: JACK M. CHEN, AS ATTORNEY-IN-FACT, BY POWER OF ATTORNEY RECORDED MARCH 20, 2026 AS DOCUMENT NO. 2026-0073375, OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

BY: _____
NAME: JACK M. CHEN
TITLE: ATTORNEY-IN-FACT

BY: ANNIE CHARYU CHEN, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY

BY: JACK M. CHEN, AS ATTORNEY-IN-FACT, BY POWER OF ATTORNEY RECORDED MARCH 20, 2026 AS DOCUMENT NO. 2026-0073374, OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

BY: _____
NAME: JACK M. CHEN
TITLE: ATTORNEY-IN-FACT

BY: JAMES HANWEI CHEN, A SINGLE MAN;

BY: JACK M. CHEN, AS ATTORNEY-IN-FACT, BY POWER OF ATTORNEY RECORDED MARCH 20, 2026 AS DOCUMENT NO. 2026-0073373, OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

BY: _____
NAME: JACK M. CHEN
TITLE: ATTORNEY-IN-FACT

BY: KIMBERLY TINGWEI CHEN, A SINGLE WOMAN

BY: JACK MONGCHIEH CHEN, AS ATTORNEY-IN-FACT, BY POWER OF ATTORNEY RECORDED MARCH 20, 2026 AS DOCUMENT NO. 2026-0073376, OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

BY: _____
NAME: JACK MONGCHIEH CHEN
TITLE: ATTORNEY-IN-FACT

BCT FONTANA PHASE I, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: BCT FONTANA PHASE I HOLDCO, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS MEMBER

BY: _____
NAME: TIM STANLEY
TITLE: VICE PRESIDENT AND TREASURER

BCT FONTANA PHASE II, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: BCT FONTANA PHASE II HOLDCO, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS MEMBER

BY: _____
NAME: TIM STANLEY
TITLE: VICE PRESIDENT AND TREASURER

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 _____

ON _____ BEFORE ME, _____ PERSONALLY APPEARED _____, 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

PRINT NAME _____
SIGNATURE _____
NOTARY PUBLIC, STATE OF CA COMMISSION NO.: _____
MY COMMISSION EXPIRES: _____
COUNTY OF PRINCIPAL PLACE OF BUSINESS _____

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 _____

ON _____ BEFORE ME, _____ PERSONALLY APPEARED _____, 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

PRINT NAME _____
SIGNATURE _____
NOTARY PUBLIC, STATE OF CA COMMISSION NO.: _____
MY COMMISSION EXPIRES: _____
COUNTY OF PRINCIPAL PLACE OF BUSINESS _____

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 BCT DEVELOPMENT ON MARCH 8, 2024. I HEREBY STATE THAT ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATES, OR WILL BE SET IN SUCH POSITIONS WITHIN ONE YEAR OF MAP RECORDATION, IN COMPLIANCE WITH SECTIONS 66495 AND 66496 OF THE SUBDIVISION MAP ACT AND ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

DATE: 5-24-2026

EDY P. ADKISON L.S. 5390
EXPIRATION DATE: 9-30-26

LICENSED LAND SURVEYOR
EDY POWELL ADKISON
LS 5390
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP OF PARCEL MAP NO. 20910, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE TENTATIVE MAP AND ANY APPROVED ALTERNATIONS THEREOF, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ARTICLE I THROUGH III, CHAPTER 26, CODE OF THE CITY OF FONTANA HAVE BEEN COMPLETED.

DATE: _____, 20____

GIA LAM KIM, CITY ENGINEER
RCE 62296
CITY OF FONTANA

REGISTERED PROFESSIONAL ENGINEER
GIA LAM KIM
NO. 62296
CIVIL
STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP OF PARCEL MAP 20910 CONSISTING OF 9 SHEETS; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATE: _____, 20____

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

LICENSED LAND SURVEYOR
MICHAEL P. THORNTON
NO. 6867
STATE OF CALIFORNIA

CITY OFFICIAL'S STATEMENT

AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF FONTANA, STATE OF CALIFORNIA, HELD ON THE ____ DAY OF _____, 20__. THE SAID CITY COUNCIL ACCEPTED ON BEHALF OF THE CITY OF FONTANA THIS MAP OF PARCEL MAP NO. 20910 AND ACCEPTED THE FOREGOING DEDICATIONS IN ACCORDANCE WITH THE CITY OF FONTANA STANDARDS.

THIS PROCEDURE IS THE TRUE AND COMPLETE PROCEDURE APPROVED BY CITY COUNCIL ON THE ____ DAY OF _____, 20____.

ATTEST:

GERMAINE KEY
CITY CLERK, CITY OF FONTANA

GERMAINE KEY
CITY CLERK, CITY OF FONTANA

ACQUANETTA WARREN
MAYOR, CITY OF FONTANA

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.

DATE: _____, 20____

LYNNA MONELL
CLERK OF THE BOARD OF SUPERVISORS
SAN BERNARDINO COUNTY

ABANDONMENT NOTE

PURSUANT TO SECTION 66434 AND 66499.20.2 OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS PARCEL MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING:

THAT EASEMENT IN FAVOR OF THE CITY OF FONTANA FOR STREET, HIGHWAY, AND PUBLIC UTILITY PER EASEMENT DEED RECORDED APRIL 14, 2005 AS DOCUMENT NO. 2005-0262484, OF OFFICIAL RECORDS, LYING WITHIN THE BOUNDARY OF THIS MAP.

THAT PORTION OF EDWARD AVENUE AS DELINEATED ON TRACT 2178 MALOOF HIGHLAND AVENUE TRACT NO. 2 PER MAP FILED IN BOOK 31, AT PAGE 52, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN PARCELS 2, 3, AND 4.

THAT PORTION OF JOE AVENUE AS DELINEATED ON TRACT 2178 MALOOF HIGHLAND AVENUE TRACT NO. 2 PER MAP FILED IN BOOK 31, AT PAGE 52, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN PARCELS 1 AND 2.

SIGNATURE OMISSIONS

PURSUANT TO THE PROVISIONS OF THE SECTION 66436 OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

NORRIS E. MCKENNEY AND MARY E. MCKENNEY, HUSBAND AND WIFE, OWNERS OF ALL OIL, GAS, HYDROCARBON SUBSTANCES AND OTHER MINERALS AND MINERAL RIGHTS PER DEED RECORDED JUNE 2, 1952, IN BOOK 2960, PAGE 288, OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY.

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 $_____.

DATE: _____, 20____

ENSEN MASON
AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR
SAN BERNARDINO COUNTY

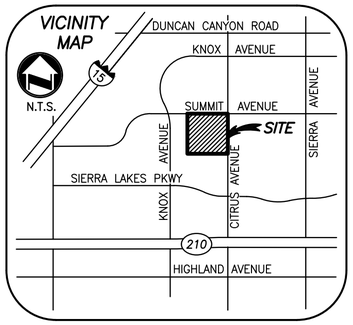
BY: _____ DEPUTY

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-COUNTY CLERK
SAN BERNARDINO COUNTY

BY: _____, DEPUTY



COURSE DATA

1. N89°40'53"E 25.00'(M) (N89°49'E R4)
2. N00°13'09"W 108.59'(M) (N00°05'45"W R4) (N00°02'25"E R5)
3. N89°40'46"E 328.27'(M) (N89°49'E R4)
4. N00°14'31"W 117.59'(M) (N00°07'30"W 117.60'R4)
5. N89°41'13"E 126.39'(M) (N89°49'E 126.13'R4)
6. N89°41'13"E 25.00'(M) (N89°49'E 25.00'R4)
7. N89°14'53"E 25.00'(M) (N89°49'E 25.00'R4)
8. N89°14'53"E 126.49'(M) (N89°49'E 126.25'R4)
9. N89°14'53"E 151.84'(M) (N89°49'E 151.56'R4)
10. N89°14'53"E 50.00'(M) (N89°49'E 50.00'R4)
11. N00°12'01"W 129.58'(M) (N00°04'W 129.61'R4)
12. N00°12'01"W 25.00'(M) (N00°04'W 25.00'R4) (N00°03'34"E 25.00'R5–CALC.)
13. N00°14'31"W 25.00'(M) (N00°07'30"W 25.00'R4) (N00°01'13"E 25.00'R5–CALC.)
14. N00°14'31"W 21.00'
15. N00°14'31"W 96.59'

SURVEYOR'S NOTES

THE CENTERLINE OF SUMMIT AVENUE BEING NORTH 89°40'46" EAST PER TRACT NO. 18981, MB 351/73–78 BEING THE BASIS OF BEARINGS FOR THIS MAP.

○ – INDICATES SET 1" I.P. & "LS 5390" TAG, FLUSH.

● – INDICATES FOUND MONUMENT AS NOTED.

[1] – FD. PK NAIL & "LS 7635" TAG, FLUSH, ACCEPTED AS THE N 1/4 COR. OF SEC. 25 PER R1.

[2] – FD. MAG NAIL, NO TAG, IN LIEU OF 1" IP TAGGED "LS 4756" PER R3. SET "LS 5390" TAG.

[3] – FD. BOLT SPIKE & WASHER, ILLEGIBLE TAG IN LIEU OF SPIKE & WASHER WITH "LS 7635", ACCEPTED AS THE NE COR. OF SEC. 25 PER R1.

[4] – FD. 1" IP TAGGED "LS 5820", FLUSH PER R1.

[5] – FD. NAIL & "LS 5820" TAG IN ROCK PER R1.

[6] – FD. 2" BRASS DISC TAGGED "LS 7635", FLUSH, ACCEPTED AS THE E 1/4 COR. OF SEC. 25 PER R1.

[7] – FD. 1" IP TAGGED "LS 4756", FLUSH, ACCEPTED AS THE C 1/4 COR. OF SEC. 25 PER R1.

[8] – FD. 1" IP TAGGED "LS 6154", DOWN 0.3' PER R2.

SNF – INDICATES SEARCHED NOTHING FOUND

(M) – INDICATES MEASURED DATA

( ) – INDICATES RECORD DATA AS NOTED.

R1 – INDICATES RECORD DATA PER TRACT NO. 18981, MB 351/73–78.

R2 – INDICATES RECORD DATA PER PARCEL MAP NO. 19510, PMB 251/63–64.

R3 – INDICATES RECORD DATA PER TRACT NO. 16427, MB 297/73–78.

R4 – INDICATES RECORD DATA PER TRACT NO. 2178, MALOOF HIGHLAND AVENUE TRACT NO. 2, MB 31/52.

R5 – INDICATES RECORD DATA PER RS 05–008, RS 123/88.

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

PARCEL MAP NO. 20910

BEING A SUBDIVISION OF LOTS 1 THROUGH 19, INCLUSIVE, LOTS 22 THROUGH 30, INCLUSIVE, A PORTION OF LOT 20, AND PORTIONS OF CITRUS AVENUE, JOE AVENUE, AND EDWARD AVENUE OF TRACT NO. 2178, MALOOF HIGHLAND AVENUE TRACT NO. 2, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED SEPTEMBER 20, 1926 IN BOOK 31, PAGE 52 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; LYING WITHIN SECTION 25, TOWNSHIP 1 NORTH, RANGE 6 WEST, S.B.M.

adkan ENGINEERS

MARCH 2024

NOTES

SEE SHEET 3 FOR EASEMENT NOTES.

SEE SHEET 4 FOR EASEMENT DETAIL INDEX.

SEE SHEETS 5–9 FOR EASEMENT DETAIL.

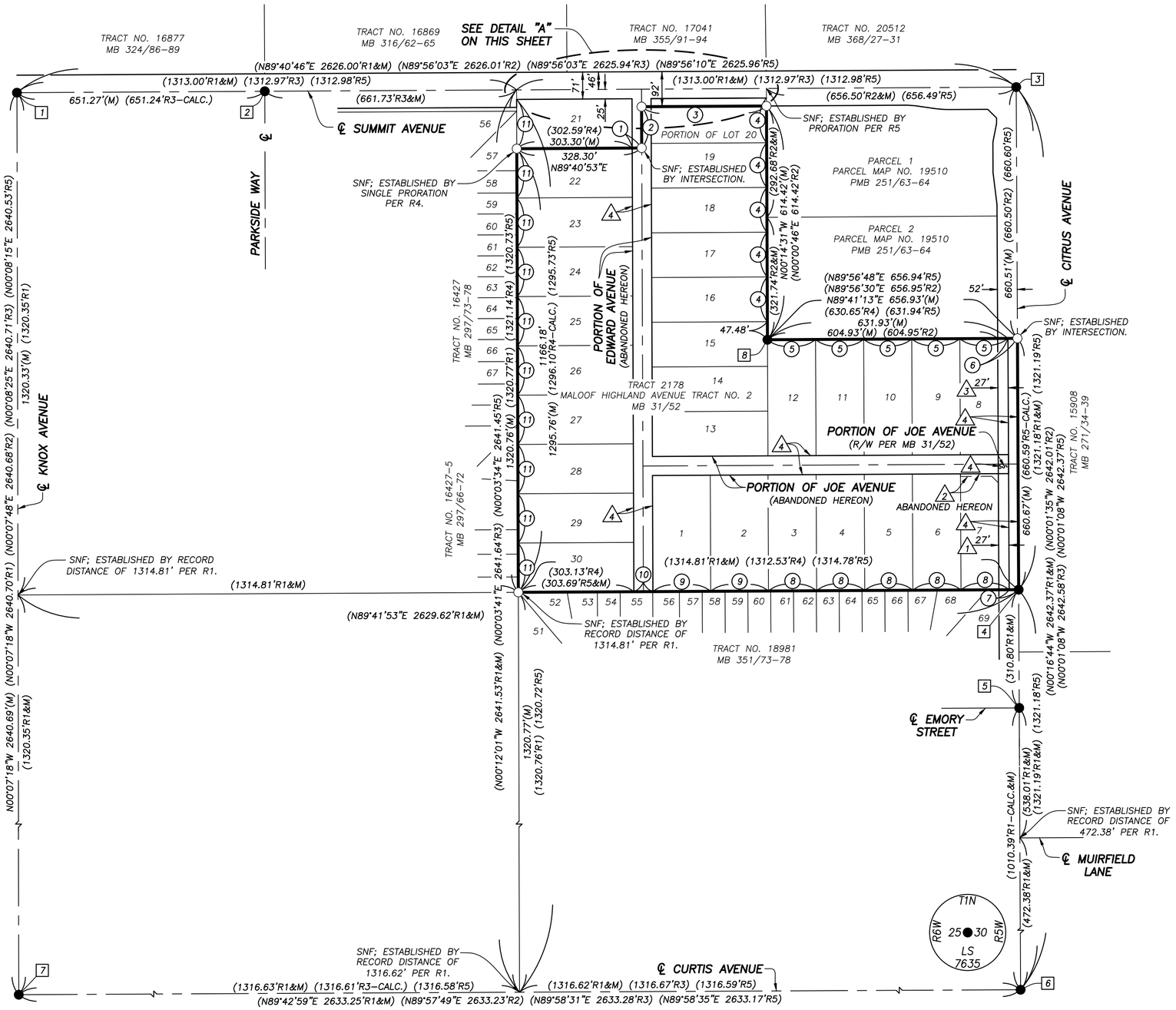
GRAPHIC SCALE

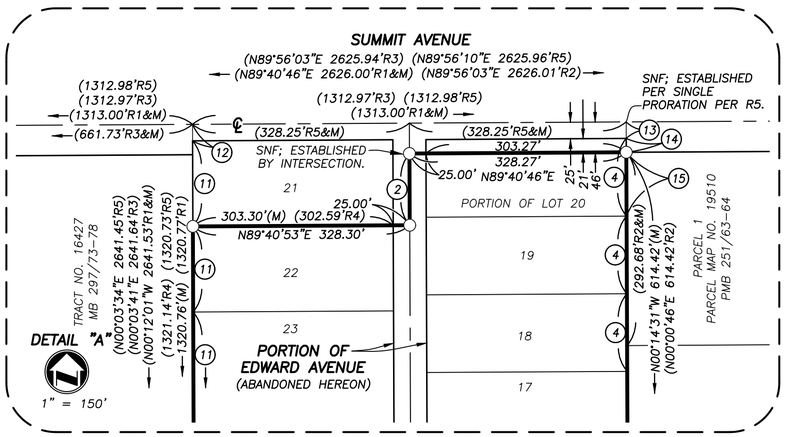
200 0 100 200 400 800

(IN FEET)

1 inch = 200 ft.

BOUNDARY





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

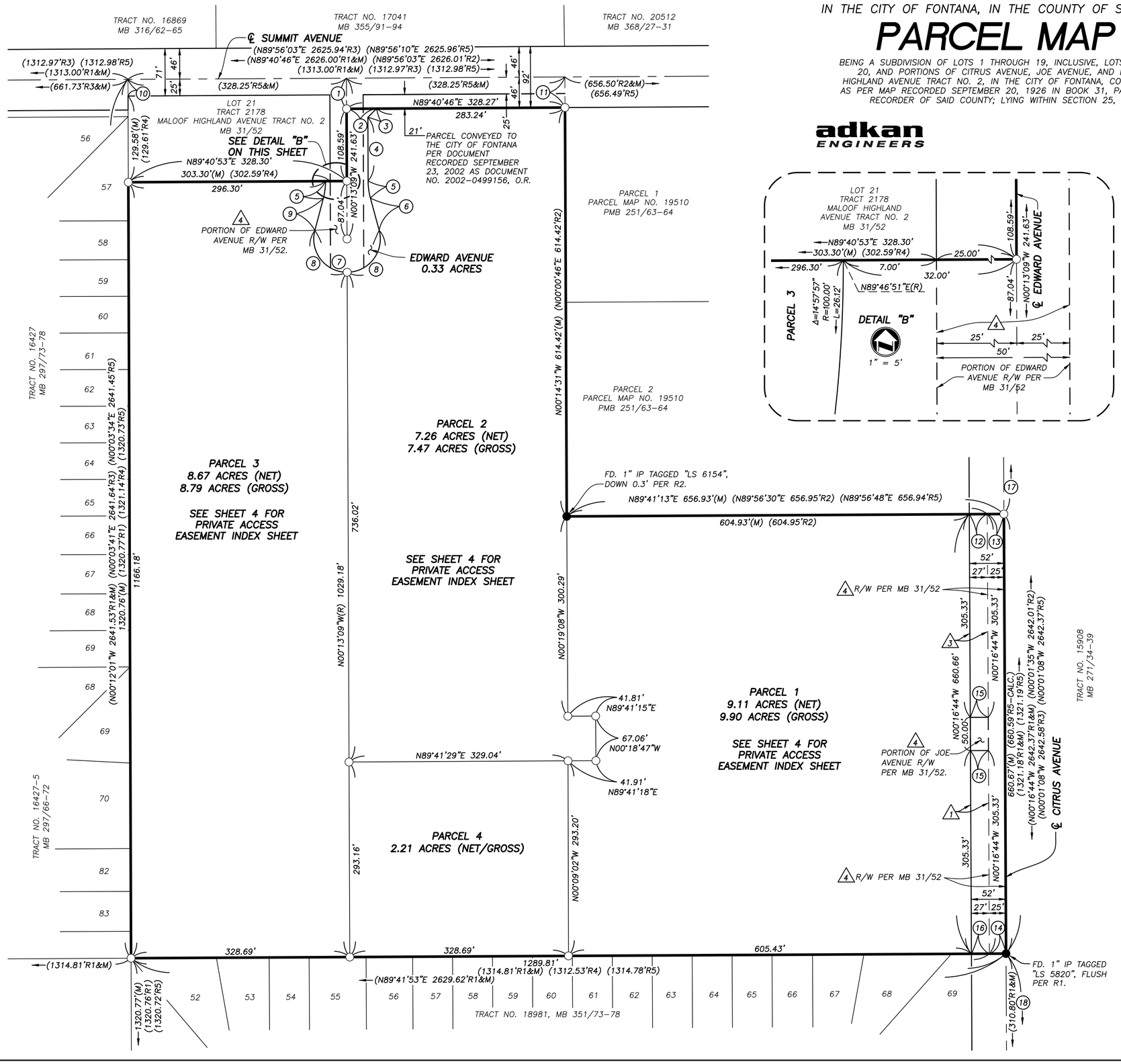
SHEET 3 OF 9 SHEETS

PARCEL MAP NO. 20910

BEING A SUBDIVISION OF LOTS 1 THROUGH 19, INCLUSIVE, LOTS 22 THROUGH 30, INCLUSIVE, A PORTION OF LOT 20, AND PORTIONS OF CITRUS AVENUE, JOE AVENUE, AND EDWARD AVENUE OF TRACT NO. 2178, MALOOF HIGHLAND AVENUE TRACT NO. 2, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED SEPTEMBER 20, 1926 IN BOOK 31, PAGE 52 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; LYING WITHIN SECTION 25, TOWNSHIP 1 NORTH, RANGE 6 WEST, S.B.M.

adkan ENGINEERS

MARCH 2024



NOTES

SEE SHEET 2 FOR SURVEYOR NOTES, BASIS OF BEARINGS, AND VICINITY MAP.

SEE SHEET 4 FOR EASEMENT DETAIL INDEX.

SEE SHEETS 5-9 FOR EASEMENT DETAIL.

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

COURSE DATA

(1) N00°13'09"W 46.00'
(2) N89°40'46"E 45.03'
(3) N44°43'48"E 18.45'
(4) N00°13'09"W 95.67'
(5) Δ=14°57'57" R=100.00' L=26.12'
(6) N15°11'06"W 50.00'
(7) Δ=209°55'53" R=50.00' L=183.20'
(8) Δ=104°57'57" R=50.00' L=91.60'
(9) N14°44'47"E 50.00'
(10) N00°12'01"W 25.00'(M) (N00°04'W 25.00'R4) (N00°03'34"E 25.00'R5-CALC.)
(11) N00°14'31"W 46.00'
(12) N89°41'13"E 27.00'
(13) N89°41'13"E 25.00'
(14) N89°41'53"E 25.00'
(15) N89°41'29"E 27.00'
(16) N89°41'53"E 27.00'
(17) N00°16'44"W 660.51'(M) (N00°01'35"W 660.50'R2) (N00°01'08"W 660.60'R5)
(18) (N00°16'44"W 1321.19'R1&M) (N00°01'08"W 1321.19'R5)

EASEMENT NOTES

(1) AN EASEMENT IN FAVOR OF THE CITY OF FONTANA FOR STREET, HIGHWAY, AND PUBLIC UTILITY RECORDED MARCH 15, 2002 AS DOCUMENT NO. 2002-0131230, OF OFFICIAL RECORDS.

(2) AN EASEMENT IN FAVOR OF THE CITY OF FONTANA FOR STREET, HIGHWAY, AND PUBLIC UTILITY RECORDED APRIL 14, 2005 AS DOCUMENT NO. 2005-0262484 OF OFFICIAL RECORDS. ABANDONED HEREON.

(3) AN EASEMENT IN FAVOR OF THE CITY OF FONTANA FOR STREET, HIGHWAY, AND PUBLIC UTILITY RECORDED JULY 19, 2002 AS DOCUMENT NO. 2002-0375529 OF OFFICIAL RECORDS.

(4) AN EASEMENT IN FAVOR OF THE CITY OF FONTANA, AS SUCCESSOR IN INTEREST TO THE PUBLIC TO ALL STREETS FOR PUBLIC USE PER TRACT NO. 2178, MALOOF HIGHLAND AVENUE TRACT NO. 2, MB 31/52.

(A) AN EASEMENT FOR PUBLIC UTILITY, EMERGENCY ACCESS AND PUBLIC SERVICE VEHICULAR INGRESS AND EGRESS PURPOSES, DEDICATED HEREON.

(B) A PRIVATE ACCESS EASEMENT, RESERVED HEREON.

(C) A PRIVATE WATER EASEMENT, RESERVED HEREON.

(D) A SEWER EASEMENT, DEDICATED TO THE CITY OF FONTANA HEREON.

(E) A PRIVATE SEWER EASEMENT, RESERVED HEREON.

(F) AN EASEMENT FOR INSTALLATION AND MAINTENANCE OF TRAFFIC SIGNAL, DEDICATED TO THE CITY OF FONTANA HEREON.

(G) A STORM DRAIN EASEMENT, DEDICATED HEREON.

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

PARCEL MAP NO. 20910

BEING A SUBDIVISION OF LOTS 1 THROUGH 19, INCLUSIVE, LOTS 22 THROUGH 30, INCLUSIVE, A PORTION OF LOT 20, AND PORTIONS OF CITRUS AVENUE, JOE AVENUE, AND EDWARD AVENUE OF TRACT NO. 2178, MALOOF HIGHLAND AVENUE TRACT NO. 2, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED SEPTEMBER 20, 1926 IN BOOK 31, PAGE 52 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; LYING WITHIN SECTION 25, TOWNSHIP 1 NORTH, RANGE 6 WEST, S.B.M.

NOTES

SEE SHEET 2 FOR SURVEYOR NOTES, BASIS OF BEARINGS, AND VICINITY MAP.

SEE SHEET 3 FOR EASEMENT NOTES.

SEE SHEETS 5–9 FOR EASEMENT DETAIL.

adkan ENGINEERS

EASEMENT INDEX MAP

MARCH 2024

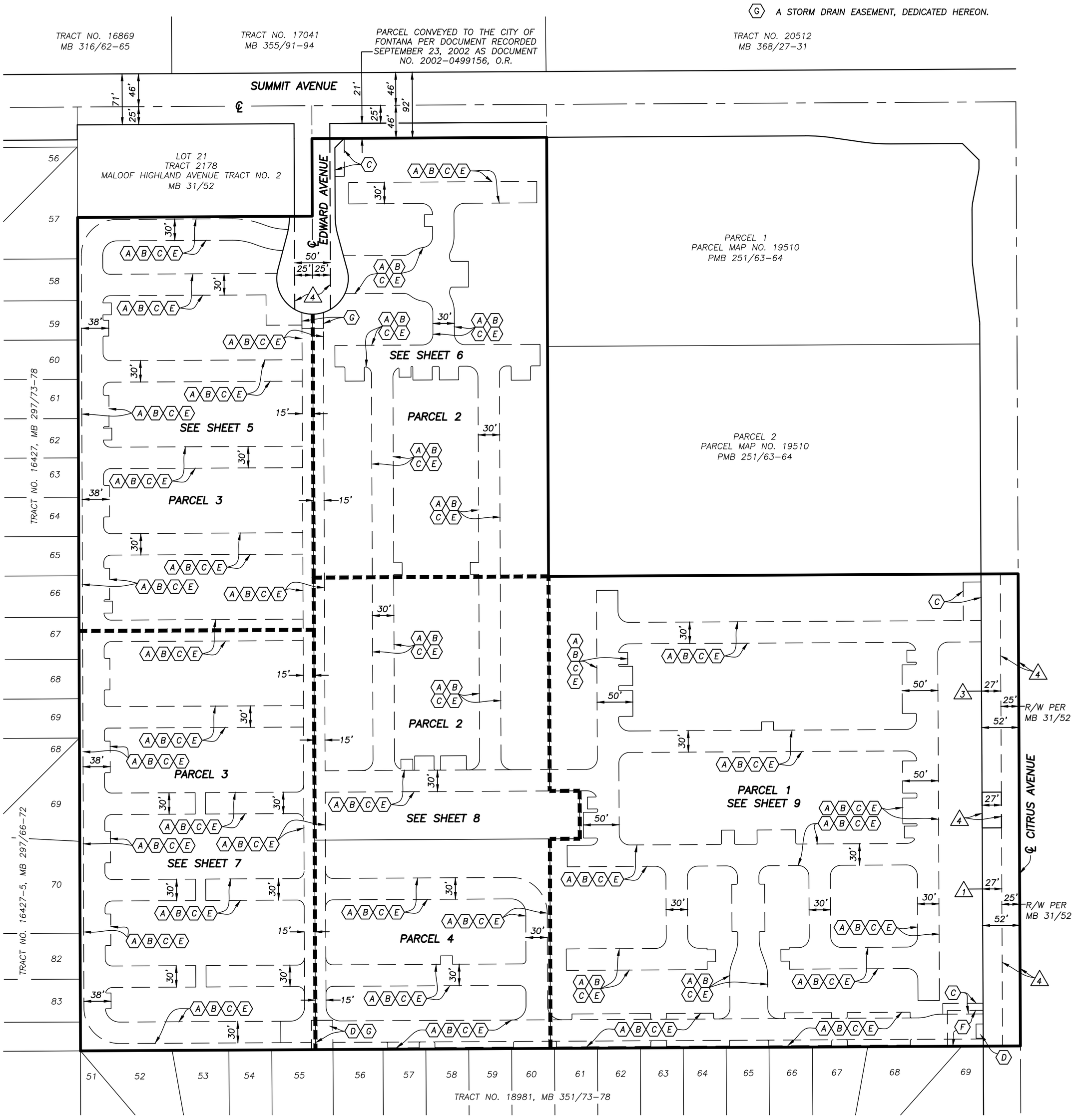
GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

EASEMENT NOTES

1. AN EASEMENT IN FAVOR OF THE CITY OF FONTANA FOR STREET, HIGHWAY, AND PUBLIC UTILITY RECORDED MARCH 15, 2002 AS DOCUMENT NO. 2002–0131230, OF OFFICIAL RECORDS.
2. AN EASEMENT IN FAVOR OF THE CITY OF FONTANA FOR STREET, HIGHWAY, AND PUBLIC UTILITY RECORDED APRIL 14, 2005 AS DOCUMENT NO. 2005–0262484 OF OFFICIAL RECORDS. ABANDONED HEREON.
3. AN EASEMENT IN FAVOR OF THE CITY OF FONTANA FOR STREET, HIGHWAY, AND PUBLIC UTILITY RECORDED JULY 19, 2002 AS DOCUMENT NO. 2002–0375529 OF OFFICIAL RECORDS.
4. AN EASEMENT IN FAVOR OF THE CITY OF FONTANA, AS SUCCESSOR IN INTEREST TO THE PUBLIC TO ALL STREETS FOR PUBLIC USE PER TRACT NO. 2178, MALOOF HIGHLAND AVENUE TRACT NO. 2, MB 31/52.
- (A) AN EASEMENT FOR PUBLIC UTILITY, EMERGENCY ACCESS AND PUBLIC SERVICE VEHICULAR INGRESS AND EGRESS PURPOSES, DEDICATED HEREON.
- (B) A PRIVATE ACCESS EASEMENT, RESERVED HEREON.
- (C) A PRIVATE WATER EASEMENT, RESERVED HEREON.
- (D) A SEWER EASEMENT, DEDICATED TO THE CITY OF FONTANA HEREON.
- (E) A PRIVATE SEWER EASEMENT, RESERVED HEREON.
- (F) AN EASEMENT FOR INSTALLATION AND MAINTENANCE OF TRAFFIC SIGNAL, DEDICATED TO THE CITY OF FONTANA HEREON.
- (G) A STORM DRAIN EASEMENT, DEDICATED HEREON.



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

PARCEL MAP NO. 20910

BEING A SUBDIVISION OF LOTS 1 THROUGH 19, INCLUSIVE, LOTS 22 THROUGH 30, INCLUSIVE, A PORTION OF LOT 20, AND PORTIONS OF CITRUS AVENUE, JOE AVENUE, AND EDWARD AVENUE OF TRACT NO. 2178, MALOOF HIGHLAND AVENUE TRACT NO. 2, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED SEPTEMBER 20, 1926 IN BOOK 31, PAGE 52 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; LYING WITHIN SECTION 25, TOWNSHIP 1 NORTH, RANGE 6 WEST, S.B.M.

GRAPHIC SCALE

40 0 20 40 80 320

(IN FEET)
1 inch = 40 ft.

adkan ENGINEERS

MARCH 2024

NOTES

SEE SHEET 2 FOR SURVEYOR'S NOTES, BASIS OF BEARINGS, AND VICINITY MAP.

SEE SHEET 3 FOR EASEMENT NOTES.

SEE SHEET 4 FOR EASEMENT INDEX.

COURSE DATA

(1) Δ=20°00'00" R=85.00' L=29.67'
(2) Δ=20°06'12" R=115.00' L=40.35'
(3) Δ=16°48'50" R=115.00' L=33.75'
(4) Δ=20°06'12" R=85.00' L=29.82'
(5) Δ=89°52'54" R=20.00' L=31.37'
(6) Δ=90°06'06" R=10.00' L=15.73'
(7) Δ=06°37'41" R=50.00' L=5.78'
(8) Δ=34°54'55" R=50.00' L=30.47'
(9) Δ=89°53'54" R=10.00' L=15.69'
(10) N89°47'59"E 11.83'
(11) N00°12'01"W 16.67'
(12) N00°12'01"W 5.84'
(13) Δ=90°00'00" R=2.00' L=3.14'
(14) N89°47'59"E 6.00'
(15) N00°12'01"W 22.49'
(16) N00°12'01"W 6.33'
(17) N00°12'01"W 11.49'
(18) Δ=14°57'57" R=100.00' L=26.12'
(19) Δ=10°29'00" R=100.00' L=18.30'
(20) Δ=04°28'56" R=100.00' L=7.82'
(21) N00°12'01"W 11.51'
(22) Δ=17°27'27" R=50.00' L=15.23'
(23) Δ=17°27'28" R=50.00' L=15.24'
(24) Δ=12°32'33" R=50.00' L=10.95'
(25) Δ=68°20'15" R=50.00' L=59.64'
(26) Δ=80°52'48" R=50.00' L=70.58'
(27) Δ=30°00'00" R=50.00' L=26.18'
(28) Δ=34°39'50" R=50.00' L=30.25'
(29) Δ=47°12'23" R=50.00' L=41.20'
(30) Δ=60°00'00" R=50.00' L=52.36'
(31) Δ=104°57'57" R=50.00' L=91.60'

LOT 21
TRACT 2178
MALOOF HIGHLAND AVENUE TRACT NO. 2
MB 31/52

SEE DETAIL "C" ON THIS SHEET

SEE DETAIL "Q" ON THIS SHEET

EDWARD AVENUE
0.33 ACRES

PORTION OF EDWARD AVENUE R/W PER MB 31/52

PARCEL 3
8.67 ACRES (NET)
8.79 ACRES (GROSS)

PARCEL 2

SEE SHEET 6

SEE SHEET 7

TRACT NO. 16427, MB 297/73-78

57 58 59 60 61 62 63 64 65 66 67

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

PARCEL MAP NO. 20910

BEING A SUBDIVISION OF LOTS 1 THROUGH 19, INCLUSIVE, LOTS 22 THROUGH 30, INCLUSIVE, A PORTION OF LOT 20, AND PORTIONS OF CITRUS AVENUE, JOE AVENUE, AND EDWARD AVENUE OF TRACT NO. 2178, MALOOF HIGHLAND AVENUE TRACT NO. 2, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED SEPTEMBER 20, 1926 IN BOOK 31, PAGE 52 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; LYING WITHIN SECTION 25, TOWNSHIP 1 NORTH, RANGE 6 WEST, S.B.M.

adkan ENGINEERS

MARCH 2024

NOTES

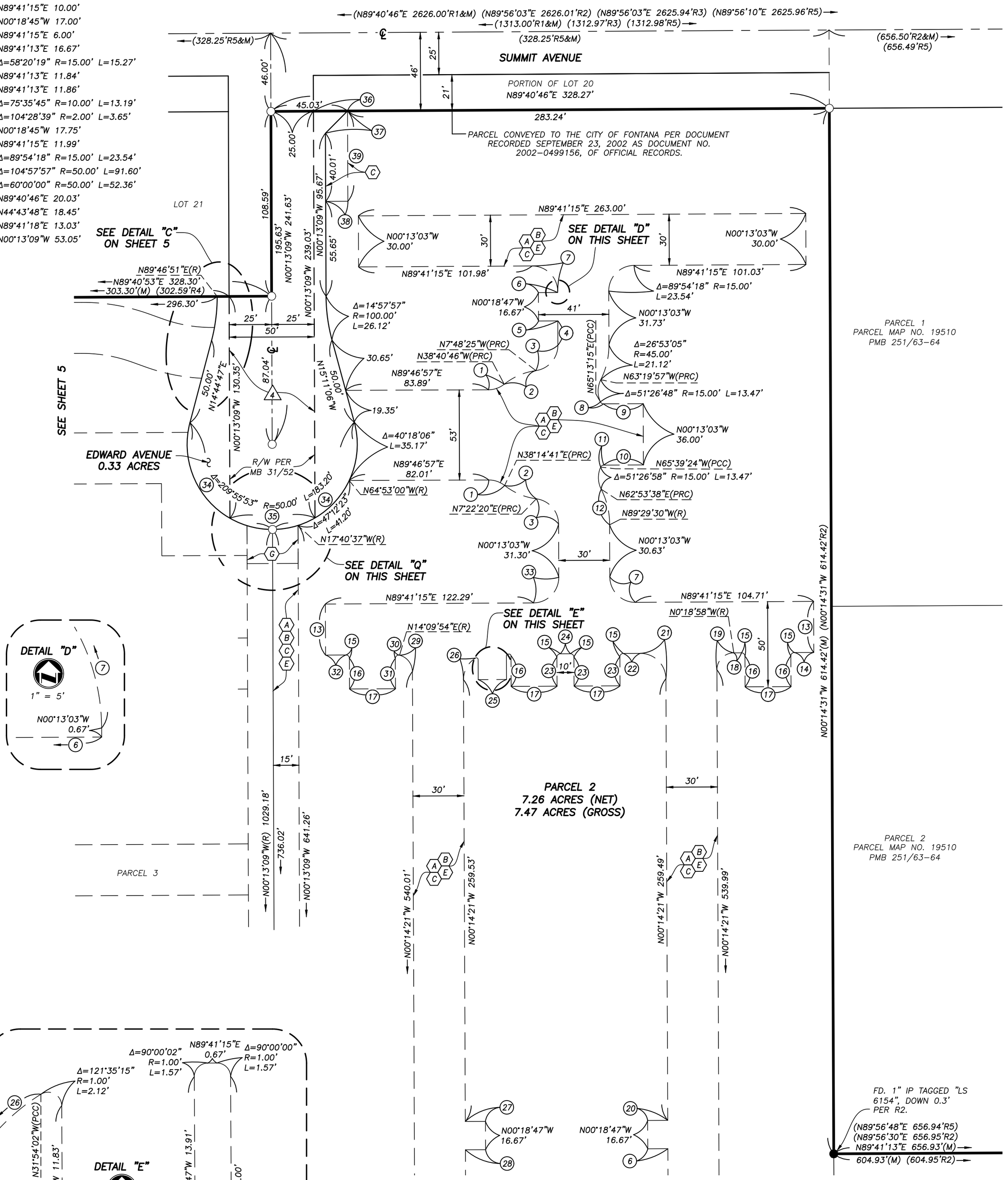
SEE SHEET 2 FOR SURVEYOR'S NOTES, BASIS OF BEARINGS, AND VICINITY MAP.

SEE SHEET 3 FOR EASEMENT NOTES.

SEE SHEET 4 FOR EASEMENT INDEX.

COURSE DATA

(1) Δ=38°27'44" R=15.00' L=10.07'
(2) Δ=30°52'22" R=38.00' L=20.48'
(3) Δ=82°24'38" R=15.00' L=21.58'
(4) N00°13'03"W 14.30'
(5) N89°41'13"E 11.30'
(6) N89°41'13"E 11.81'
(7) Δ=90°05'42" R=15.00' L=23.59'
(8) Δ=65°26'17" R=2.00' L=2.28'
(9) N89°46'57"E 23.31'
(10) N89°46'57"E 23.25'
(11) Δ=67°07'19" R=2.00' L=2.34'
(12) Δ=27°36'51" R=45.00' L=21.69'
(13) N00°14'21"W 30.00'
(14) N89°41'15"E 11.50'
(15) Δ=90°00'00" R=2.00' L=3.14'
(16) N00°18'45"W 18.00'
(17) N89°41'15"E 27.00'
(18) N89°41'15"E 4.51'
(19) Δ=89°55'23" R=10.00' L=15.69'
(20) N89°41'13"E 11.83'
(21) Δ=90°04'24" R=15.00' L=23.58'
(22) N89°41'15"E 10.00'
(23) N00°18'45"W 17.00'
(24) N89°41'15"E 6.00'
(25) N89°41'13"E 16.67'
(26) Δ=58°20'19" R=15.00' L=15.27'
(27) N89°41'13"E 11.84'
(28) N89°41'13"E 11.86'
(29) Δ=75°35'45" R=10.00' L=13.19'
(30) Δ=104°28'39" R=2.00' L=3.65'
(31) N00°18'45"W 17.75'
(32) N89°41'15"E 11.99'
(33) Δ=89°54'18" R=15.00' L=23.54'
(34) Δ=104°57'57" R=50.00' L=91.60'
(35) Δ=60°00'00" R=50.00' L=52.36'
(36) N89°40'46"E 20.03'
(37) N44°43'48"E 18.45'
(38) N89°41'18"E 13.03'
(39) N00°13'09"W 53.05'



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

PARCEL MAP NO. 20910

BEING A SUBDIVISION OF LOTS 1 THROUGH 19, INCLUSIVE, LOTS 22 THROUGH 30, INCLUSIVE, A PORTION OF LOT 20, AND PORTIONS OF CITRUS AVENUE, JOE AVENUE, AND EDWARD AVENUE OF TRACT NO. 2178, MALOOF HIGHLAND AVENUE TRACT NO. 2, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED SEPTEMBER 20, 1926 IN BOOK 31, PAGE 52 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; LYING WITHIN SECTION 25, TOWNSHIP 1 NORTH, RANGE 6 WEST, S.B.M.

adkan ENGINEERS

SEE SHEET 5

MARCH 2024

COURSE DATA

(1) Δ=89°53'54" R=10.00' L=15.69'
(2) N00°12'01"W 11.51'
(3) Δ=90°00'00" R=2.00' L=3.14'
(4) N89°47'59"E 6.00'
(5) N00°12'01"W 16.50'
(6) Δ=90°06'06" R=5.00' L=7.86'
(7) Δ=89°53'54" R=5.00' L=7.85'
(8) N00°12'01"W 11.32'
(9) N00°12'01"W 16.67'
(10) Δ=90°06'06" R=10.00' L=15.73'
(11) N00°12'01"W 11.49'
(12) N00°12'01"W 6.17'
(13) N00°12'01"W 16.83'
(14) Δ=111°33'43" R=1.00' L=1.95'
(15) N89°47'59"E 6.87'
(16) Δ=96°40'48" R=1.00' L=1.69'
(17) Δ=83°25'18" R=20.00' L=29.12'
(18) Δ=89°55'02" R=20.00' L=31.39'
(19) Δ=90°04'58" R=10.00' L=15.72'
(20) Δ=89°55'02" R=10.00' L=15.69'
(21) N00°13'09"W 30.00'

NOTES

SEE SHEET 2 FOR SURVEYOR'S NOTES, BASIS OF BEARINGS, AND VICINITY MAP.

SEE SHEET 3 FOR EASEMENT NOTES

SEE SHEET 4 FOR EASEMENT INDEX

N89°41'53"E 268.47'
N89°41'53"E 268.52'
30.00'
30'
38'
44.00' N00°12'01"W
91.00'
15'
N89°41'53"E 273.52'
N89°41'53"E 273.55'
PARCEL 2
736.02'
81.01'
69
TRACT NO. 16427
MB 297/73-78
68
69
5'
N89°41'53"E 116.64'
N89°41'53"E 116.68'
N89°41'53"E 127.63'
N89°41'53"E 127.60'
N00°12'35"W 30.00'
30.00' N00°12'01"W
N00°12'01"W 1053.19'
50.00' N00°13'09"W 971.52'
N00°13'09"W(R) 1029.18'
PARCEL 3
8.67 ACRES (NET)
8.79 ACRES (GROSS)
N89°41'29"E 329.04'
71.00'
(N00°03'41"E 2641.64'R3) (N00°03'34"E 2641.45'R5)
(1320.77'R1) (1321.14'R4) (1320.73'R5)
(1295.76'(M) (1296.10'R4-CALC.) (1295.73'R5)
1166.18'
70
TRACT NO. 16427-5
MB 297/66-72
(N00°12'01"W 2641.53'R1&M) (N00°03'41"E 2641.53'R1&M)
1320.76'(M) (1320.77'R1&M) (1320.72'R4) (1320.77'R5)
1295.76'(M) (1296.10'R4-CALC.) (1295.73'R5)
N89°41'53"E 116.59'
N89°41'53"E 116.73'
N89°41'53"E 127.65'
N89°41'53"E 127.62'
N00°18'07"W 30.00'
N00°12'35"W 30.00'
50.00'
PARCEL 4
252.16'
82
83
SEE DETAIL "G" ON THIS SHEET
N89°41'53"E 116.59'
N89°41'53"E 116.68'
N89°41'53"E 127.67'
N89°41'53"E 127.64'
N00°12'01"W 22.00'
N83°07'11"E(PRC)
Δ=90°06'06" L=78.63' R=50.00'
18.51'
13.46'
SEE DETAIL "F" ON THIS SHEET
N89°41'53"E 238.67'
225.21'
N89°41'53"E 268.03'
225.17'
42.86'
41.00'
10'
323.13'
328.69'
(1314.81'R1&M)
(1314.81'R1&M) (1312.53'R4) (1314.78'R5)
(N89°41'53"E 2629.62'R1&M)
(1320.76'R1) (1320.72'R5)
1320.77'(M)
51
52
53
54
55
56
TRACT NO. 18981
MB 351/73-78

SEE SHEET 8

DETAIL "G"

Δ=66°20'11" R=10.00' L=11.93'
116.68' N89°41'53"E
N68°38'18"W(PCC)
N89°47'59"E 6.37'
22.00' N00°12'01"W
1" = 5'

DETAIL "F"

PARCEL 3
PARCEL 4
5.62'
24.38'
30.00'
N89°41'53"E
30'
31.00'
41.00'
N00°18'07"W
N89°41'53"E 268.03'
42.86
N89°41'53"E 74.68'
10.00'
323.13'
24.44'
304.25'
5.56'
328.69'
(1314.81'R1&M) (1312.53'R4) (1314.78'R5)
(N89°41'53"E 2629.62'R1&M)
1" = 20'

GRAPHIC SCALE
40 0 20 40 80 320
(IN FEET)
1 inch = 40 ft.

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

PARCEL MAP NO. 20910

BEING A SUBDIVISION OF LOTS 1 THROUGH 19, INCLUSIVE, LOTS 22 THROUGH 30, INCLUSIVE, A PORTION OF LOT 20, AND PORTIONS OF CITRUS AVENUE, JOE AVENUE, AND EDWARD AVENUE OF TRACT NO. 2178, MALOOF HIGHLAND AVENUE TRACT NO. 2, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED SEPTEMBER 20, 1926 IN BOOK 31, PAGE 52 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; LYING WITHIN SECTION 25, TOWNSHIP 1 NORTH, RANGE 6 WEST, S.B.M.

adkan ENGINEERS

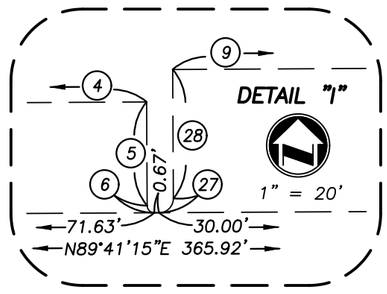
MARCH 2024

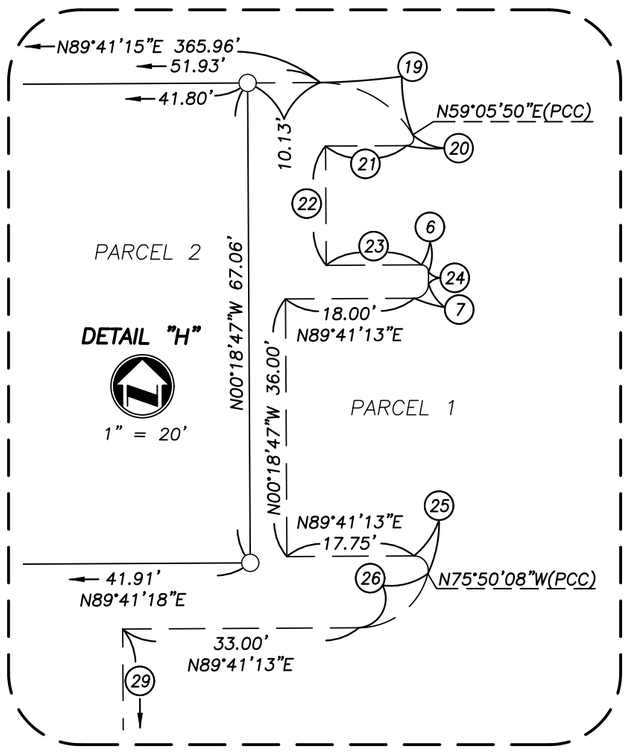
NOTES

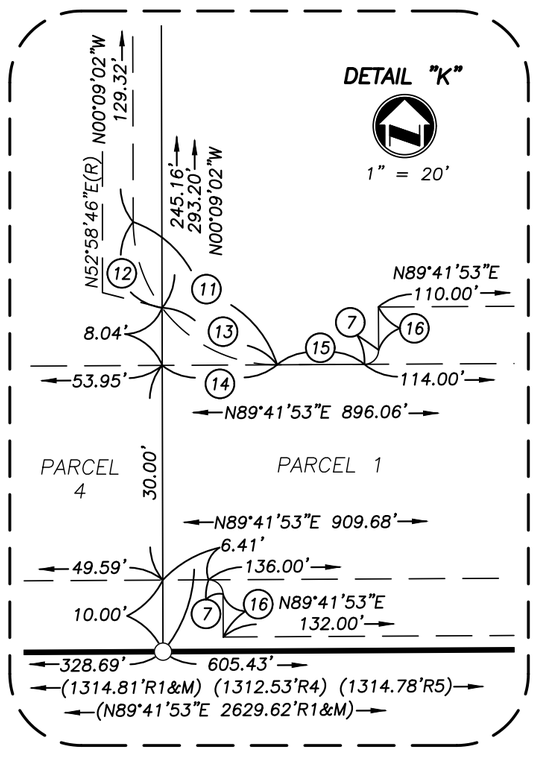
SEE SHEET 2 FOR SURVEYOR'S NOTES, BASIS OF BEARINGS, AND VICINITY MAP.

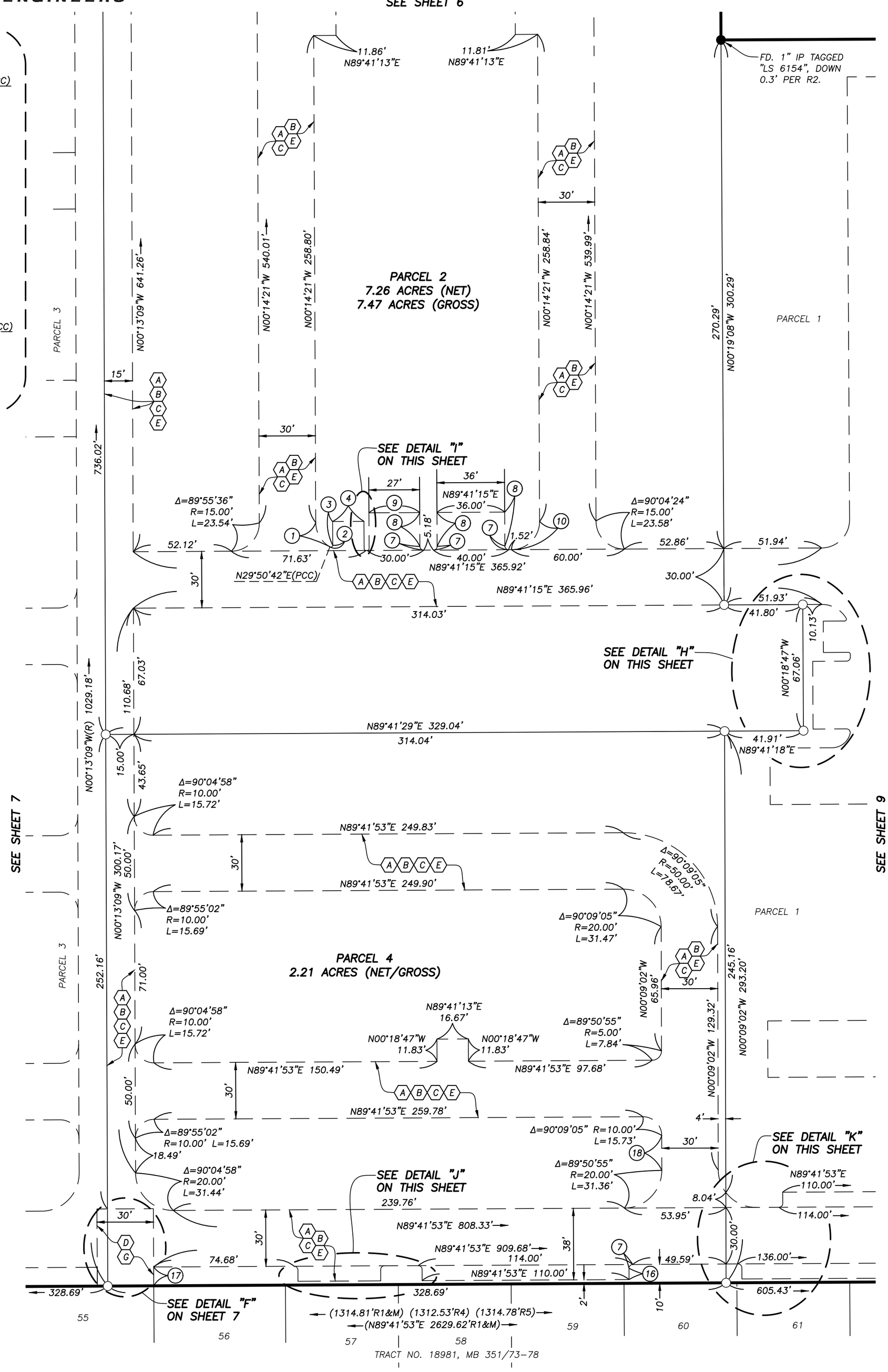
SEE SHEET 3 FOR EASEMENT NOTES.

SEE SHEET 4 FOR EASEMENT INDEX.



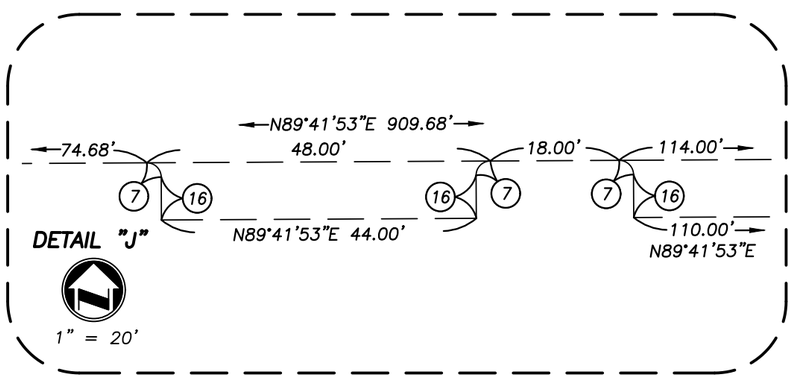






COURSE DATA

1. Δ=59°54'56" R=15.00' L=15.69'
2. Δ=120°09'29" R=1.00' L=2.10'
3. N00°18'47"W 12.59'
4. N89°41'13"E 16.67'
5. N00°18'47"W 14.49'
6. Δ=90°00'00" R=1.00' L=1.57'
7. Δ=90°00'00" R=2.00' L=3.14'
8. N00°18'45"W 18.00'
9. N89°41'15"E 27.00'
10. Δ=89°55'36" R=15.00' L=23.54'
11. Δ=90°09'05" R=20.00' L=31.47'
12. Δ=36°52'12" R=20.00' L=12.87'
13. Δ=53°16'53" R=20.00' L=18.60'
14. N89°41'53"E 16.05'
15. N89°41'53"E 12.20'
16. N00°18'07"W 6.00'
17. N00°18'07"W 10.00'
18. N00°09'02"W 18.53'
19. Δ=59°24'35" R=15.00' L=15.55'
20. Δ=120°35'23" R=1.00' L=2.10'
21. N89°41'13"E 11.33'
22. N00°18'47"W 16.67'
23. N89°41'13"E 13.28'
24. N00°18'47"W 1.67'
25. Δ=104°28'39" R=2.00' L=3.65'
26. Δ=75°31'21" R=10.00' L=13.18'
27. Δ=89°59'58" R=1.00' L=1.57'
28. N00°48'45"W 19.00'
29. N00°18'47"W 30.00'



GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

PARCEL MAP NO. 20910

BEING A SUBDIVISION OF LOTS 1 THROUGH 19, INCLUSIVE, LOTS 22 THROUGH 30, INCLUSIVE, A PORTION OF LOT 20, AND PORTIONS OF CITRUS AVENUE, JOE AVENUE, AND EDWARD AVENUE OF TRACT NO. 2178, MALOOF HIGHLAND AVENUE TRACT NO. 2, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED SEPTEMBER 20, 1926 IN BOOK 31, PAGE 52 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; LYING WITHIN SECTION 25, TOWNSHIP 1 NORTH, RANGE 6 WEST, S.B.M.

adkan ENGINEERS

MARCH 2024

NOTES

SEE SHEET 2 FOR SURVEYOR'S NOTES, BASIS OF BEARINGS, AND VICINITY MAP.

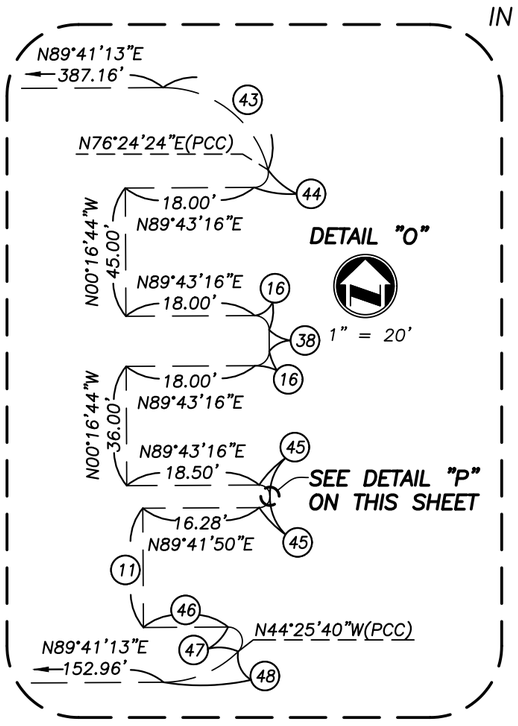
SEE SHEET 3 FOR EASEMENT NOTES.

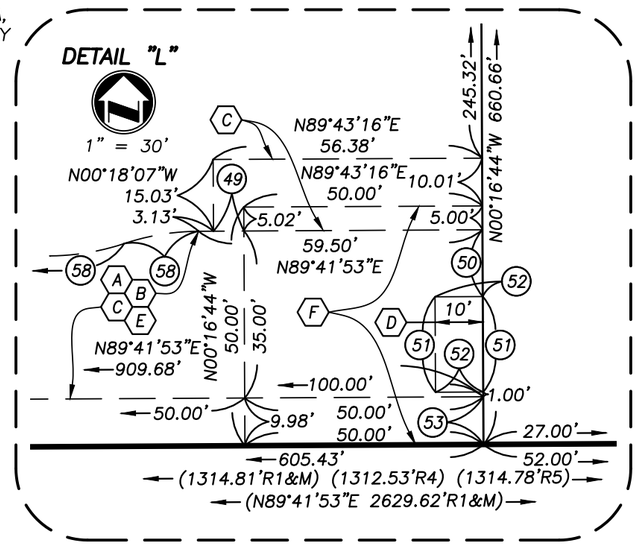
SEE SHEET 4 FOR EASEMENT INDEX.

GRAPHIC SCALE

50 0 25 50 100 200

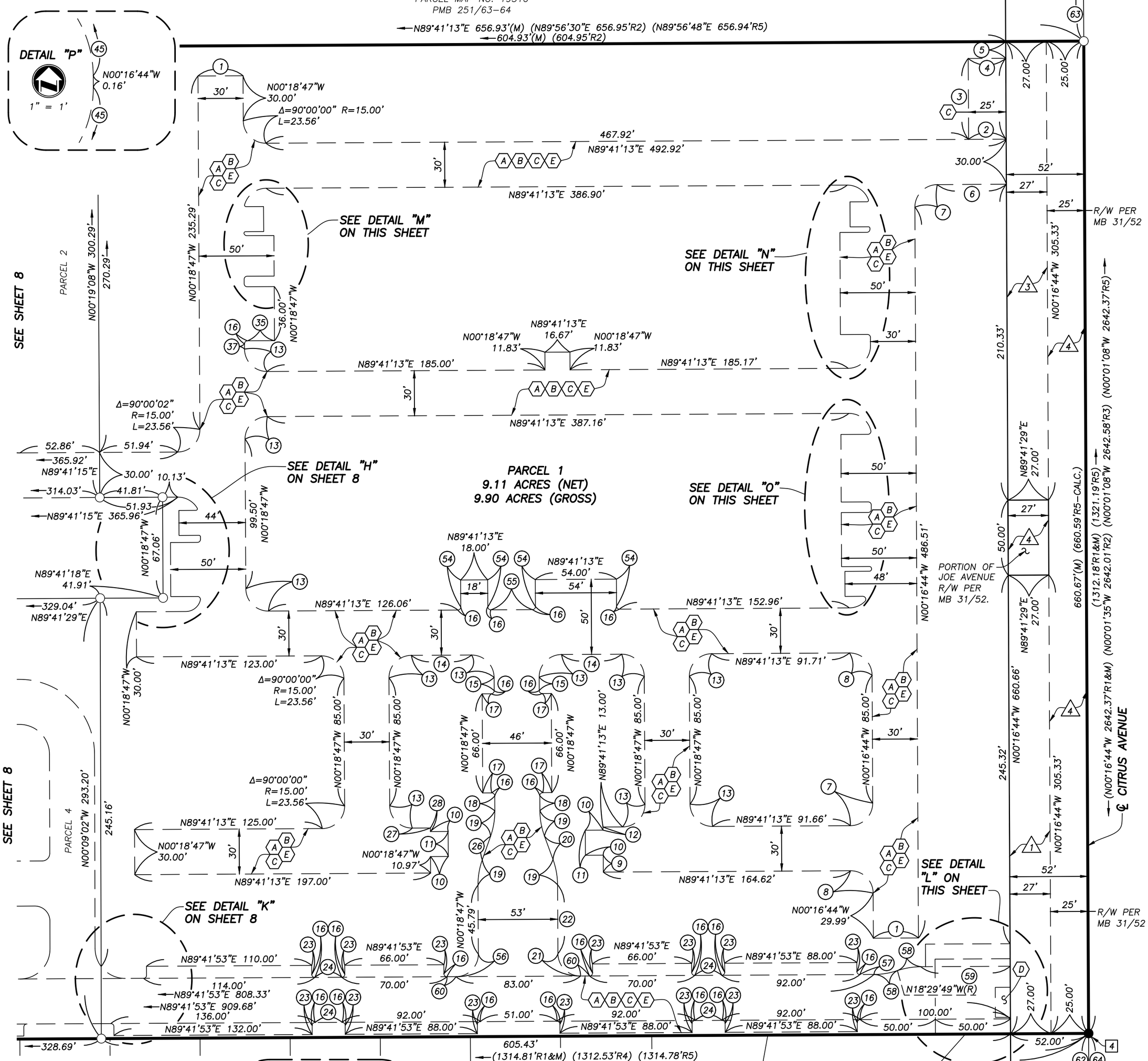
(IN FEET)
1 inch = 50 ft.





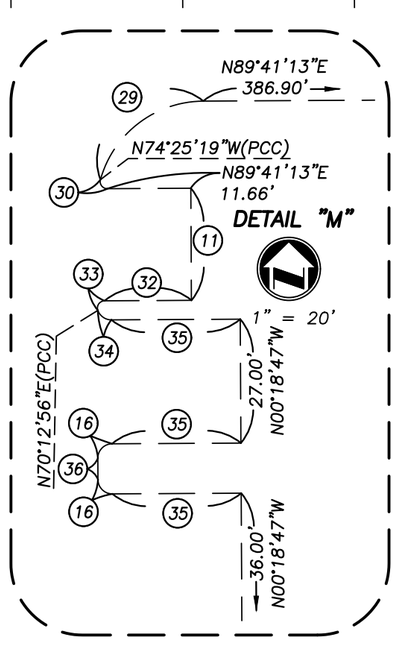
PARCEL 2
PARCEL MAP NO. 19510
PMB 251/63-64

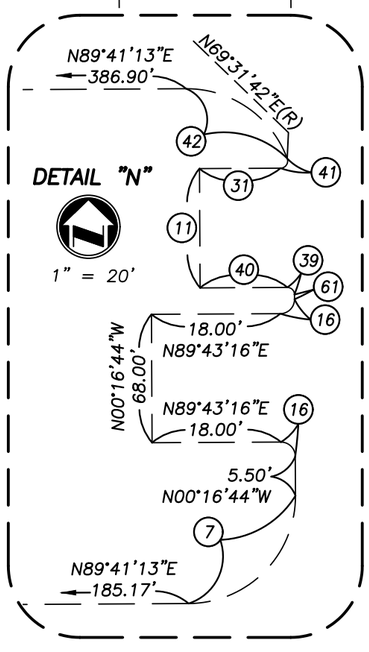
N89°41'13"E 656.93'(M) (N89°56'30"E 656.95'R2) (N89°56'48"E 656.94'R5)
604.93'(M) (604.95'R2)



64 65 66 67 68 69

TRACT NO. 18981, MB 351/73-78





COURSE DATA

(1) N89°41'13"E 30.00'
(2) N89°41'13"E 25.00'
(3) N00°16'44"W 53.84'
(4) N89°43'16"E 25.00'
(5) N00°16'44"W 11.17'
(6) N89°41'13"E 46.01'
(7) Δ=89°57'57" R=15.00' L=23.55'
(8) Δ=90°02'03" R=15.00' L=23.57'
(9) N00°18'47"W 11.27'
(10) N89°41'13"E 11.83'
(11) N00°18'47"W 16.67'
(12) N00°18'47"W 2.07'
(13) Δ=90°00'00" R=15.00' L=23.56'
(14) N89°41'13"E 40.00'
(15) N00°18'47"W 8.88'
(16) Δ=90°00'00" R=2.00' L=3.14'
(17) N89°41'13"E 6.00'
(18) N00°18'47"W 10.00'
(19) Δ=19°46'02" R=50.00' L=17.25'
(20) N20°04'49"W 16.58'
(21) Δ=89°59'20" R=15.00' L=23.56'
(22) N00°18'47"W 45.80'
(23) N00°18"07"W 6.00'
(24) N89°41'53"E 18.00'
(25) N00°18'07"W 15.03'
(26) N19°27'15"E 16.58'
(27) N89°41'13"E 12.00'
(28) N00°18'47"W 2.37'
(29) Δ=74°06'32" R=15.00' L=19.40'
(30) Δ=105°53'28" R=1.00' L=1.85'
(31) N89°41'13"E 11.33'
(32) N89°41'13"E 12.14'
(33) Δ=109°28'16" R=1.00' L=1.91'
(34) Δ=70°31'43" R=2.00' L=2.46'
(35) N89°41'13"E 18.00'
(36) N00°18'47"W 3.00'
(37) N00°18'47"W 3.50'
(38) N00°16'44"W 3.00'
(39) Δ=90°02'03" R=1.00' L=1.57'
(40) N89°41'13"E 12.18'
(41) Δ=110°09'31" R=1.00' L=1.92'
(42) Δ=69°50'29" R=15.00' L=18.28'
(43) Δ=76°43'11" R=15.00' L=20.09'
(44) Δ=103°18'52" R=2.00' L=3.61'
(45) Δ=90°00'00" R=1.50' L=2.36'
(46) N89°41'13"E 11.82'
(47) Δ=135°53'07" R=2.00' L=4.74'
(48) Δ=44°06'53" R=15.00' L=11.55'
(49) N89°41'53"E 6.37'
(50) N00°16'44"W 14.00'
(51) N00°16'44"W 20.00'
(52) N89°41'53"E 10.00'
(53) N00°16'44"W 10.00'
(54) N00°18'47"W 18.00'
(55) N89°41'13"E 27.73'
(56) Δ=90°00'40" R=15.00' L=23.56'
(57) N89°41'53"E 9.37'
(58) Δ=18°11'42" R=50.00' L=15.88'
(59) N89°41'53"E 59.50'
(60) N89°41'53"E 6.00'
(61) N00°16'44"W 0.67'
(62) (N00°16'44"W 310.80'R1&M)
(63) N00°16'44"W 660.51'(M)
(N00°01'35"W 660.50'R2)
(N00°01'08"W 660.60'R5)
(64) (N00°16'44"W 1321.19'R1&M)
(N00°01'08"W 1321.18'R5)

LAND IMPROVEMENT AGREEMENT

PM # 20910 ASP #
DR # 24-0030 ADDRESS # SW Corner of Summit Ave & Citrus Ave
PC # ELPC25-00099

THIS AGREEMENT made and entered into this 10th day of June, 2026, by and between the City of Fontana, hereinafter call City and BCT Fontana Phase II, LLC 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 Parcel Map No. 20910 and,

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 Four Hundred Twenty Three Thousand Twenty Five & 00/100 ($ 423,025.00). 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 12 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 10th day of June, 20 26 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

Signature

Timothy Stanley
Print Name

BCT Fontana Phase II, LLC
Company Name

1400 Newport Center Drive, Ste. 200
Address

Newport Beach CA 92600
City State Zip Code

CITY OF FONTANA

By:_____
City Engineer

_____
Print Name

Date:_____

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

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California
County of Orange }

On June 10, 2026 *Date* before me, Michael Garcia, Notary Public *Here Insert Name and Title of the Officer*,

personally appeared Timothy Stanley *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.

MICHAEL GARCIA
Notary Public - California
Orange County
Commission # 2488590
My Comm. Expires Apr 29, 2028

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

WITNESS my hand and official seal.

Signature _____ *Signature of Notary Public*

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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CITY OF FONTANA
ENGINEERING
☐ PRELIMINARILY APPROVED
☑ CONSTRUCTION APPROVED
☐ FINAL APPROVED
☐ CORRECTIONS
☐ FOR INFORMATION ONLY
BY COM REV. No 4th PC DATE 5/27/2026

STAFF USE ONLY
RECORD NO.: ELPC25-00099

CITY OF FONTANA
DEPARTMENT OF ENGINEERING
COST ESTIMATE - EXHIBIT "A"

DATE 05/22/2026
DEVELOPER BCT DEVELOPMENT
ENGINEER ADKAN ENGINEERS
PHONE NO. (952) 688-0241

PROJECT NAME Citrus and Summit
~~TRACT~~ /(PARCEL) MAP NO. 20910
ADDRESS

STREET IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
6" CURB & GUTTER	565	L.F.	$ 17.00	$ 9,605
8" CURB & GUTTER	319	L.F.	$ 19.00	$ 6,061
8" THICK CROSS GUTTER	80	S.F.	$ 11.00	$ 880
4" SIDEWALK	7,247	S.F.	$ 7.00	$ 50,729
ACCESS RAMP	2	EA	$ 5,000.00	$ 10,000
DRIVE WAY APPROACHES	2,133	S.F.	$ 11.00	$ 23,463
ASPHALT CONCRETE DIKES		L.F.	$ 11.00	$
FOG SEAL		S.F.	$ 0.10	$
IMPORTED EMBANKMENT		C.Y.	$ 10.00	$
PREPARATION OF SUBGRADE	16,216	S.F.	$ 0.50	$ 8,108
* A.C.	510	TON	$ 150.00	$ 76,500
* A.C. OVERLAY (2" THICKNESS) PER CITY STANDARD	48	TON	$ 150.00	$ 7,200
* PCC CURB ONLY (MEDIAN)	294	L.F.	$ 16.00	$ 4704
ADJUST SEWER MANHOLE TO GRADE		EA	$ 500.00	$
ADJUST SEWER CLEAN OUT TO GRADE		EA	$ 300.00	$
ADJUST WATER VALVES TO GRADE		EA	$ 250.00	$
BARRICADES		L.F.	$ 40.00	$
2 X 4 REDWOOD HEADER		L.F.	$ 5.00	$
* REMOVAL OF A.C. PAVEMENT	6,697	S.F.	$ 0.66	$ 4,420
** REMOVAL OF P.C.C. CURB	442	L.F.	$ 6.00	$ 2,652
* REMOVAL OF A.C. BERM		L.F.	$ 5.00	$
RETAINING WALL H=2 1/2 FT. OR LESS		L.F.	$ 40.00	$
BLOCK WALL H=6 FT.		L.F.	$ 50.00	$
AGGREGATE BASE	901	TON	$ 30.00	$ 27,030
GUARD POSTS		EA	$ 70.00	$
GUARD PANEL (WOOD)		L.F.	$ 40.00	$
SAWCUT	866	L.F.	$ 3.50	$ 3,031
REFLECTORS AND POSTS		EA	$ 100.00	$
STREET SIGNS		EA	$ 250.00	$
8" THICK SIDEWALK	195	EA	$ 14.00	$ 2,730
MOUNTABLE CURB	294	L.F.	$ 20.00	$ 5,880
4" THICK ASPHALT SIDEWALK	754	S.F.	$ 5.50	$ 4,147
*PCC 6" RETAINING CURB	110	EA	$ 12.00	$ 1,320
2" STD PIPE GUARDRAIL	102	L.F.	$ 16.00	$ 1,632
			STREET IMPROVEMENT SUBTOTAL	$ 250,092

* A.C. ASPHALTIC CONCRETE
** P.C.C. PORTLAND CONCRETE CEMENT

Rev. 2/5/24 NQ/RG

STORM DRAIN IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
* 18" RCP	45	L.F.	$ 90.00	$ 4,050
* 24" RCP		L.F.	$ 110.00	$
* 30" RCP		L.F.	$ 250.00	$
* 36" RCP		L.F.	$ 250.00	$
* 42" RCP		L.F.	$ 250.00	$
* 48" RCP		L.F.	$ 260.00	$
* 54" RCP		L.F.	$ 280.00	$
* 60" RCP		L.F.	$ 300.00	$
* 66" RCP		L.F.	$ 320.00	$
* 78" RCP		L.F.	$ 340.00	$
* 24" CMP		L.F.	$ 90.00	$
* 60" CMP		L.F.	$ 320.00	$
CATCH BASIN/CURB INLET:				
W=7	1	EA	$ 4,000.00	$ 4,000
W=10		EA	$ 4,500.00	$
W=14		EA	$ 6,000.00	$
W=21		EA	$ 11,000.00	$
W=28		EA	$ 14,000.00	$
JUNCTION STRUCTURE		EA	$ 3,200.00	$
TRAFFIC TYPE JUNCTION STRUCTURE		EA	$ 2,800.00	$
DISCHARGE STRUCTURE		EA	$ 2,800.00	$
MANHOLES	2	EA	$ 2,500.00	$ 5,000
LOCAL DEPRESSION	1	EA	$ 1,250.00	$ 1,250
GRATE INLET STRUCTURE		EA	$ 2,100.00	$
		EA	$	$
		EA	$	$
		EA	$	$
		EA	$	$
			STORM DRAIN IMPROVEMENT SUBTOTAL	$ 14,300

* REINFORCED CONCRETE PIPE
* CORRUGATED METAL PIPE

SANITARY SEWER IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
MANHOLES 60" DIAMETER		EA	$ 4,500.00	$
MANHOLES 48" DIAMETER	3	EA	$ 4,000.00	$ 12,000
DROP MAN HOLES		EA	$ 4,500.00	$
WYES		EA	$ 100.00	$
CLEANOUTS		EA	$ 600.00	$
REMODELING OF EXISTING MANHOLE		EA	$ 950.00	$
** 4" VCP		L.F.	$ 50.00	$
** 6" VCP		L.F.	$ 60.00	$
** 8" VCP	59	L.F.	$ 70.00	$ 4,130
** 10" VCP		L.F.	$ 80.00	$
** 12" VCP		L.F.	$ 90.00	$
** 15" VCP		L.F.	$ 100.00	$
		L.F.	$	$
		L.F.	$	$
		L.F.	$	$
		L.F.	$	$
			SANITARY SEWER IMPROVEMENT SUBTOTAL	$ 16,130

** VITRIFIED CLAY PIPE

TRAFFIC SIGNALS/SIGN/STRIPING

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
TRAFFIC SIGNAL MODIFICATION:				
ONE CORNER		L.S.	$ 75,000.00	$
TWO CORNERS		L.S.	$ 100,000.00	$
TRAFFIC SIGNAL NEW		L.S.	$ 400,000.00	$
PAINT TRAFFIC STRIPE (1 COAT)	679	L.F.	$ 2.40	$ 1,630
PAINT TRAFFIC STRIPE (2 COATS)		L.F.	$ 0.65	$
PEDESTRIAN CROSSWALK STRIPING		L.F.	$ 0.65	$
PAVEMENT MARKER (NON REFLECTIVE)		EA	$ 2.50	$
PAVEMENT MARKER (REFLECTIVE)		EA	$ 4.00	$
REFLECTORS AND POSTS	12	EA	$ 100.00	$ 1,200
STREET SIGNS	20	EA	$ 250.00	$ 5,000
		EA	$	$
		EA	$	$
		EA	$	$
		EA	$	$

TRAFFIC SIGNAL/SIGNS/STRIPING SUBTOTAL $ 7,830

C.F.D. LANDSCAPE IMPROVEMENTS (BONDING PURPOSES ONLY)

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
AREA LANDSCAPED		S.F.	$ 12.00	$
CENTER MEDIAN		S.F.	$ 12.00	$

LANDSCAPING IMPROVEMENTS SUBTOTAL $

SUBTOTALS:

STREET IMPROVEMENTS SUBTOTAL ..... $ 250,092
STORM DRAIN IMPROVEMENTS SUBTOTAL ..... $ 14,300
SANITARY SEWER IMPROVEMENTS SUBTOTAL ..... $ 16,130
TRAFFIC SIGNAL/SIGNS/STRIPING SUBTOTAL ..... $ 7,830

IMPROVEMENT SUBTOTAL $ 288,352

** USE THIS TOTAL FOR PLAN CHECK & PERMITTING PURPOSES**

C.F.D. LANDSCAPE IMPROVEMENTS ..... $
STREET LIGHTS 6 **@ $5,000.00** ..... $ 25,000.00
CUCAMONGA COUNTY WATER DISTRICT FACILITIES ..... $

IMPROVEMENT SUBTOTAL ..... $ 313,352
ADD 35% ..... $ 109,673

BONDING TOTAL ..... $ 423,025

APPROVED PUBLIC IMPROVEMENT PLANS:

STREET IMPROVEMENT DRAWING NO. 6607

STREET LIGHT DRAWING NO. 6607LT

SEWER IMPROVEMENT DRAWING NO. 2773 & 5697

STORM DRAIN IMPROVEMENT DRAWING NO. 5698

TRAFFIC SIGNAL DRAWING NO. _____

SIGNING & STRIPING DRAWING NO. 6608 & 6642

INTERCONNECT DRAWING NO. _____

C.F.D. LANDSCAPE DRAWING NO. _____

05/22/26

CITY OF FONTANA
ENGINEERING

- ☐ PRELIMINARILY APPROVED
- ☑ CONSTRUCTION APPROVED
- ☐ FINAL APPROVED
- ☐ CORRECTIONS
- ☐ FOR INFORMATION ONLY

BY COM **REV. No** 4th PC **DATE** 5/27/2026

Executed in Triplicate

Bond No. TIC016156
Premium $ 6,345.00

BOND GUARANTEE FOR FAITHFUL PERFORMANCE

Land Improvement Agreement

WHEREAS, the City of Fontana, State of California, and BCT Fontana Phase II, LLC. hereinafter designated as "Applicant" have entered into an agreement whereby applicant agrees to install and complete certain designated public improvements which said agreement, dated _____, and identified as Citrus Ave and Summit Ave Parcel Map No 20910 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 Trisura Insurance Company as surety, are held and firmly bound unto the City of Fontana, hereinafter called the City, in the penal sum of Four Hundred Twenty Three Thousand Twenty Five & N0/100 ($ 423,025.00) 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: offsite improvements, inclusive of frontage improvements, median cut in Citrus Ave., a public cul-de-sac off Summit Ave., and re-striping at Pinehurst Ln & Summit Ave.

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 June 1, 2026.

BCT Fontana Phase II, LLC

_____(seal)

Applicant

Trisura Insurance Company

_____(seal)

Surety Wrenetta Walker, Attorney-In-Fact

NOTE: **Signature for those executing for the surety must be properly acknowledge.**

ALL- PURPOSE
CERTIFICATE OF 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 6/1/26 before me, Cheryl L. Thomas, Notary Public,
(Here insert name and title of the officer)

personally appeared Wrenetta Walker,
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.

CHERYL L. THOMAS
COMM. #2492801
Notary Public - California
Orange County
My Comm. Expires June 21, 2028

Cheryl L. Thomas
Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

BOND #TIC0161561
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 Document Date 6/1/26

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

TRISURA

2 Stamford Plaza
Suite 1504, 281 Tresser Boulevard
Stamford, Connecticut 06901
us.surety@trisura.com

POWER OF ATTORNEY
TRISURA INSURANCE COMPANY

Bond # TIC016156

KNOW ALL MEN BY THESE PRESENTS: That **TRISURA INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Oklahoma, authorized to conduct a surety business, and having its principal place of business at 2 Stamford Plaza, Suite 1504, Tresser Boulevard, Stamford, Connecticut 06901, does hereby constitute and appoint:

Cathy S. Kennedy, Shane Wolf, Beata A. Sensi, Cheryl L. Thomas, Wrenetta Walker

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **TRISURA INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **TRISURA INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **TRISURA INSURANCE COMPANY.**

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, TRISURA INSURANCE COMPANY have each executed and attested these presents on this **24th** day of **June, 2025.**

STATE OF Connecticut
County of Fairfield

George James, Chief Underwriting Officer, Surety

Trisura Insurance Company CORPORATE SEAL

On this **24th** day of **June, 2025**, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **TRISURA INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed Official Seal, at the County of Fairfield, State of Connecticut the day and year first above written.

Tysheena Holeyfield
_____, a Notary Public of Connecticut
My Commission Expires: 6-30-30

TYSHEENA HOLEYFIELD
Notary Public, Connecticut
My Commission Expires 06/30/2030

CERTIFICATION

I, the undersigned officer of **TRISURA INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this 1st day of June, 2026.

By: _____
Name: Terry Michalakos
Title: Senior Vice President

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: us.surety@trisura.com

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California
County of Orange }

On June 3, 2026 *Date* before me, Michael Garcia, Notary Public *Here Insert Name and Title of the Officer*

personally appeared Timothy Stanley *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.

MICHAEL GARCIA
Notary Public - California
Orange County
Commission # 2488590
My Comm. Expires Apr 29, 2028

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

WITNESS my hand and official seal.

Signature _____ *Signature of Notary Public*

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

©2018 National Notary Association

LAND IMPROVEMENT AGREEMENT

EXHIBIT "B"

I, Tim Stanley

(Applicant's name here)

am the owner of the property to which this Request is being made for a **One Year Time Extension for Project No.** ELPC25-00099.

Print Name: Tim Stanley

Applicant's Signature: [signature]

Applicant's Address: 1400 Newport Center Dr. Ste. 200

Newport Beach, CA 92660

Date: June 10, 2026

(Attached Notary Acknowledgment)

CITY OF FONTANA

BY: _____ DATE: _____

City Engineer

[ ] DENY

[ ] APPROVED

NEW DATE: _____

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California
County of Orange }

On June 10, 2026 (Date) before me, Michael Garcia, Notary Public, (Here Insert Name and Title of the Officer)

personally appeared Timothy Stanley MD. (Name(s) of Signer(s))
Tim Stanley,

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.

MICHAEL GARCIA
Notary Public - California
Orange County
Commission # 2488590
My Comm. Expires Apr 29, 2028

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

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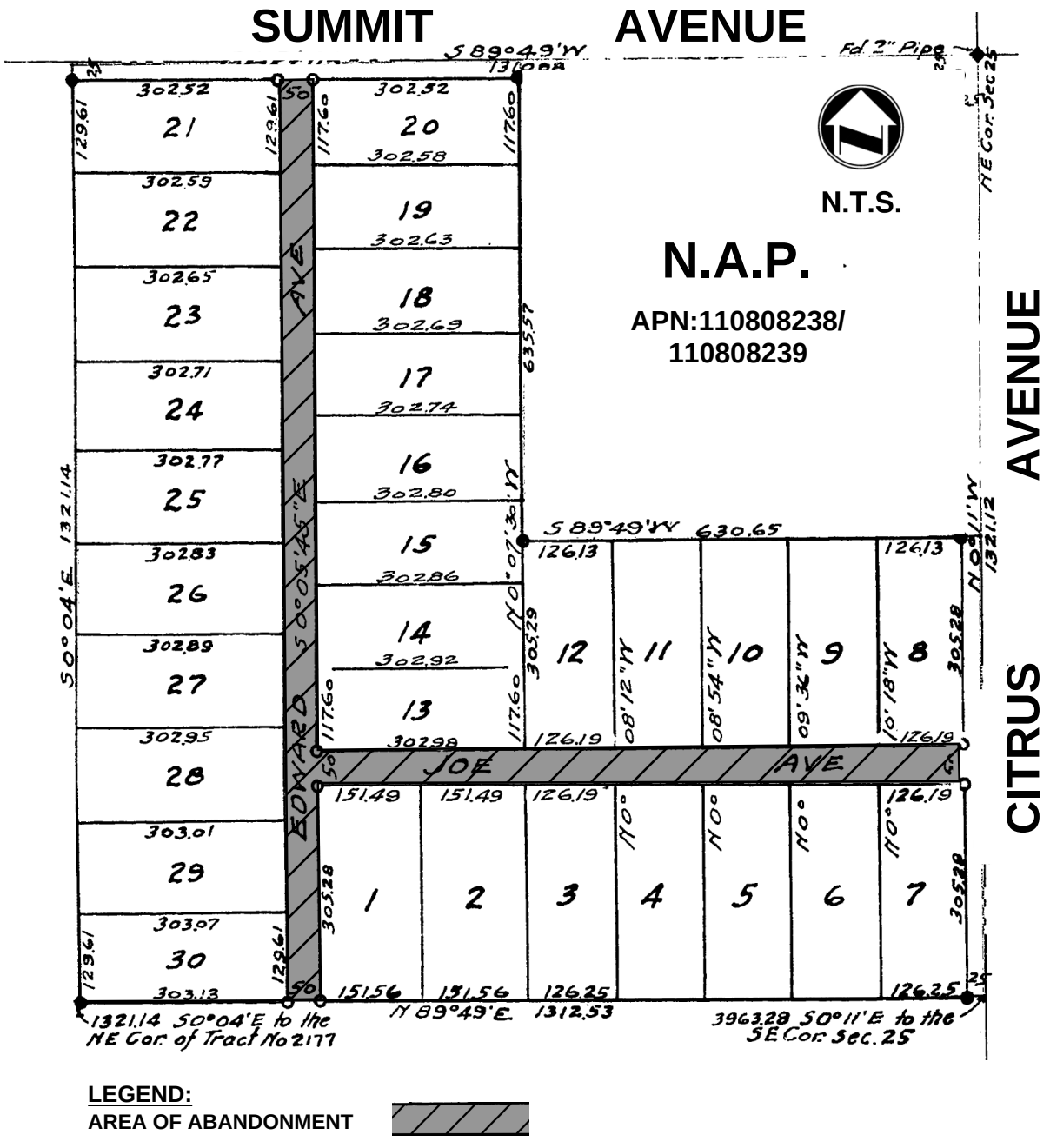
EASEMENT ABANDONMENT EXHIBIT



File #: 26-1095
Agenda #: T.

Agenda Date: 6/23/2026
Category: Consent Calendar

FROM:
City Clerk

SUBJECT:
Appointment to Fill Vacancy on the Planning Commission (Term Ending December 9, 2026)

RECOMMENDATION:
It is recommended that the City Council confirm the appointment of Commissioner Gilbert Roldan to the Planning Commission to fill the remainder of the unexpired term ending December 9, 2026.

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 communicating Goals and Objectives to all commissions and employees.
- Create and maintain a dynamic team by ensuring commissions work within clear guidelines to achieve Council goals.

DISCUSSION:
On June 9, 2026, the City Council made an acting appointment of Commissioner Gilbert Roldan to the Planning Commission following the resignation of Commissioner Idilio Sanchez. This action was taken pursuant to Government Code § 54974(b) to ensure the Commission maintained its ability to conduct business while the required vacancy posting period was initiated.

In accordance with Government Code § 54974, a Notice of Vacancy was posted on June 4, 2026, to satisfy the required 10-working-day posting period prior to final Council action.

The acting appointment allowed the Commission to continue operating without interruption during the statutory notice period. The required posting period has now elapsed, and the City Council may take final action to confirm the appointment.

Commissioner Gilbert Roldan has been serving in the acting capacity since June 9, 2026, and is eligible for appointment to complete the remainder of the unexpired term.

FISCAL IMPACT:
None.

MOTION:
Approve staff’s recommendation.

File #: 26-1027
Agenda #: A.

Agenda Date: 6/23/2026
Category: Public Hearing

FROM:
Planning Department

SUBJECT:
Appeal No. 26-0001: Request to overturn the Planning Commission's March 17, 2026 decision adopting a Categorical Exemption per Section 15332 (Class No. 32) and approving Tentative Parcel Map No. 18-000005 (TPM No. 19950), and Design Review No. 18-000010 - a request to split one (1) parcel into two (2) and for site and architectural approval for the development of two (2) new industrial commerce center buildings of 41,218 square feet and 30,767 square feet with associated site improvements on 3.98 acres located north of Hilton Drive and west of Hemlock Avenue, and identified as Assessor Parcel Numbers 1110-151-03.

RECOMMENDATION:
Deny Appeal No. 26-0001, thereby upholding the Planning Commission's decision on March 17, 2026, approving, pursuant to a categorical exemption under California Environmental Quality Act (CEQA) Section No. 15332 (Class No. 32. Infill Development), Tentative Parcel Map No. 18-000005 (TPM No. 19950) and Design Review No. 18-000010 to split one (1) parcel into two (2) and for site and architectural approval for the development of two (2) new industrial commerce center buildings of 41,218 square feet and 30,767 square feet, with associated site improvements, on 3.98 acres located north of Hilton Drive and west of Hemlock Avenue, and identified as Assessor Parcel Numbers 1110-151-03.

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.

APPELLANT / APPEAL APPLICANT:
Appeal No. 26-0001: Supporters Alliance for Environmental Responsibility, 1939 Harrison Street, Suite No. 150, Oakland, CA 94612.

DISCUSSION:
At its March 17, 2026 meeting, the Planning Commission approved Tentative Parcel Map No. 18-000005 (TPM No. 19950) and Design Review No. 18-000010, pursuant to a Categorical Exemption under CEQA Section 15332 (Class No. 32), with adoption of Resolution PC Number 2026-006 on a 5 -0 vote. The pertinent staff report and attachments for the March 17, 2026 Planning Commission hearing, along with meeting minutes, are included as part of Attachments No. 5 and 6.

On March 25, 2026, the City received Appeal No. 25-0002 from Supporters Alliance for Environmental Responsibility. In summary, the appellant contends that the decision to approve the project should not be upheld because the project does not qualify for a Class 32 Categorical Exemption under CEQA. The appeal letter requests that the City rescind the Project approvals, conduct an initial study, and prepare either a mitigated negative declaration or environmental impact report to analyze and mitigate the Project's environmental impacts. No evidence supporting the appellant's position was provided in the letter.

The project environmental consultant (Lilburn Corporation), who prepared the original CEQA Class No. 32 (In-Fill Development) Categorical Exemption Memorandum (Attachment No. 4) for the Hilton Industrial Commerce Center Project, prepared a written response (Attachment No. 3) to the applicant's letter explaining that substantial evidence supports the City's determination that the categorical exemption from CEQA was appropriate.

On May 11, 2026, the City received a follow-up comment letter (Attachment No. 5) from the appellant in response to Lilburn Corporation's response letter. The comment letter dated May 11, 2026, stated that the decision to approve the project should not be upheld because the project does not qualify for a Class 32 Categorical Exemption under CEQA. The appellant stated that the Project site provides substantial habitat for multiple species, that the Categorical Exemption memo did not analyze the Project's significant adverse impacts on wildlife and that mitigation measures are needed to reduce the Project's impacts on wildlife. The letter requested that the City Council find that the Project does not qualify for the Exemption and instead prepare a mitigated negative declaration or environmental impact report before project approval.

On May 12, 2026, at its regularly scheduled meeting, the City Council opened the public hearing for the appeal and continued the item to the June 23, 2026 City Council meeting.

Lilburn corporation has also prepared a written response to the May 11, 2026 letter (Attachment No. 6). The response explains that the Categorical Exemption Justification and supporting analyses meets all the criteria for an Infill Exemption and that no significant impacts that could be mitigated to levels of less than significant were identified.

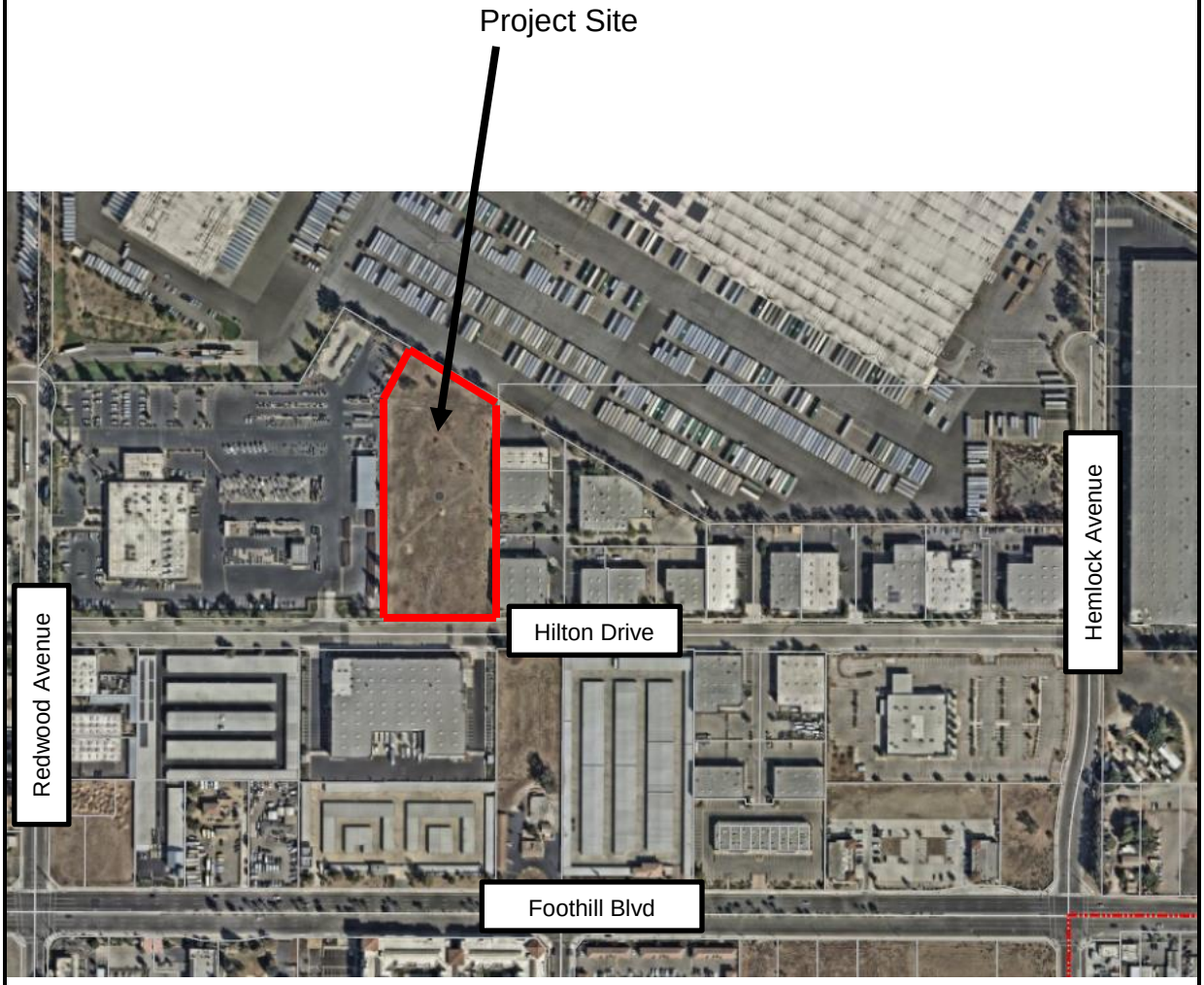
FISCAL IMPACT:
None.

MOTION:
Approve staff's recommendation.

ATTACHMENTS:
Attachment No. 1 - Vicinity Map
Attachment No. 2 - Appellant Letter - Lozeau Drury/Supporters Alliance for Environmental Responsibility, March 25, 2026
Attachment No. 3 - Environmental Consultant Response Letter, April 14, 2026
Attachment No. 4 - Justification Memorandum for the Categorical Exemption
Attachment No. 5 - Appellant Letter - Lozeau Drury/Supporters Alliance for Environmental Responsibility, May 11, 2026

Attachment No. 6 - Environmental Consultant Response Letter, May 22, 2026
Attachment No. 7 - Planning Commission March 17, 2026, Report
Attachment No. 8 - Planning Commission Minutes of March 17, 2026
Attachment No. 9 - Clerk of the Board Fee Receipt and NOE
Attachment No. 10 - Public Hearing Notice

CITY OF FONTANA PLANNING DEPARTMENT



N

VICINITY MAP

DATE: May 12, 2026

CASE: Master Case No. 18-000053
Appeal No. 26-0001

ATTACHMENT NO. 1

LOZEAU DRURY LLP
T 510.836.4200
F 510.836.4205
1939 Harrison Street, Ste. 150
Oakland, CA 94612
www.lozeaudrury.com
rebecca@lozeaudrury.com

VIA ACCELA PORTAL

March 25, 2026

Germaine Key, City Clerk
Fontana City Clerk's Office
8353 Sierra Avenue
Fontana, CA 92335
gkey@fontana.org

Salvador Quintanilla, Senior Planner
Fontana Planning Department
8353 Sierra Avenue
Fontana, CA 92335
squintanilla@fontanaca.gov

Patty Nevins, Director
Fontana Planning Department
8353 Sierra Avenue
Fontana, CA 92335
pnevins@fontanaca.gov
planning@fontanaca.gov

Re: Appeal of March 17, 2026 Planning Commission Decision Approving CEQA Class 32 Categorical Exemption for the Hilton Industrial Facility Project (Master Case No. 18-000053; Tentative Parcel Map No. 18-000005 (TPM No. 19950); Design Review No. 18-000010)

Dear City Clerk Key, Director Nevins, and Planner Quintanilla:

I am writing on behalf of Supporters Alliance for Environmental Responsibility ("SAFER") regarding the Hilton Industrial Facility Project (Master Case No. 18-000053; Tentative Parcel Map No. 18-000005 (TPM No. 19950); Design Review No. 18-000010) ("Project"), which proposes the development of two industrial commerce center facilities totaling 71,985 square feet, located north of Hilton Drive and west of Hemlock Avenue, in the City of Fontana ("City"). With this letter, SAFER appeals to the Fontana City Council the Planning Commission's March 17, 2026 decision to approve the Hilton Industrial Facility based on a California Environmental Quality Act ("CEQA") Class 32 Categorical Exemption for the Project.

The Planning Commission's March 17, 2026, decision to approve the Project should not be upheld because the Project does not qualify for a Class 32 Categorical Exemption under CEQA. SAFER therefore respectfully requests that the City rescind the Project approvals, conduct an initial study, and prepare either a mitigated negative declaration or environmental impact report to analyze and mitigate the Project's environmental impacts.

Sincerely,

Rebecca Davis
Lozeau Drury LLP

April 14, 2026

Mr. Salvador Quintanilla
City of Fontana
8353 Sierra Avenue
Fontana CA 92335

SUBJECT: Response to SAFER Appeal Letter for Master Case No. 18-000053 (Hilton Industrial Facility)

Dear Salvador:

This letter has been prepared per the City's request for Lilburn Corporation to provide a response to the March 25, 2026 appeal letter from Lozeau Drury LLP's requesting the Planning Commission's denial of the project. SAFER requests that the City prepare an Initial Study to analyze and mitigate the Project's environmental impacts.

The CE Justification analysis documents that the Project is exempt from the California Environmental Quality Act (CEQA) under the Class 32 Categorical Exemption (CE) set forth in CEQA Guidelines Section 15332. The Justification Memorandum in the City's files for the Project, provides an introduction, project description, and evaluation of the Project's consistency with the requirements for a Class 32 CE. The Memorandum further evaluates whether any of the exceptions to categorical exemptions set forth in CEQA Guidelines Section 15300.2 apply to the Project.

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.*

As documented in the CE Justification, the Project is an allowable use under the City of Fontana General Plan (General Plan) land use designation of Light Industrial (I-L) and is zoned as West End Specific Plan (BP3). According to the General Plan, business parks, research and

development, technology centers, corporate and support office uses, clean industry, supporting retail uses, truck and equipment sales and related services are allowed. Warehouses that are designed in ways that limit off-site impacts are also permitted. The Proposed Project therefore has been evaluated as such in the General Plan EIR.

The Project Site is surrounded by a Target warehouse to the north, Vision Communications and Open Door Solutions to the east, Southern California Edison to the west, and a Service Partners, a building supply warehouse to the south. Surrounding uses predominantly consist of industrial uses.

The land uses and zoning designations surrounding the Project Site are as follows:

> *North*: Uses to the north are designated Light Industrial (L-I) and zoned West End Specific Plan (BP3).
>
> *East*: Uses to the east are designated Light Industrial (L-I) and zoned West End Specific Plan (BP3).
>
> *South*: Uses to the south are designated Light Industrial (L-I) and zoned West End Specific Plan (BP3).
>
> *West*: Uses to the west are designated Light Industrial (L-I) and zoned West End Specific Plan (BP3).

The analyses prepared for the subject project concludes that the Project meets all criteria shown above to qualify for an Infill Exemption and no significant impacts that could not be mitigated to levels of less than significant were identified. Based on the CE Justification Memo as well as expert review of the Proposed Project, substantial evidence supports the City's determination that the Project is categorically exemption under CEQA Guidelines section 15332.

If you should have any questions or require additional information, please do not hesitate to give us a call.

Sincerely,

Cheryl A. Tubbs
Vice President

CEQA Class 32
Categorical Exemption Memorandum

To: City of Fontana Planning Department

From: Cheryl Tubbs, Lilburn Corporation

Date: February 3, 2026

Subject: Hilton Drive Warehouse Development – CEQA Class 32 Categorical Exemption Memorandum

---

This memorandum presents an environmental analysis for the proposed development of two warehouse buildings totaling 71,985 square-feet (41,218 SF Building 1 & 30,767 SF Building 2) ("Proposed Project"), located along the north side of Hilton Drive between Redwood Avenue and Hemlock Avenue. An Application for the Proposed Project has been submitted to the City of Fontana by Hilton Drive LLC. The intent of this analysis is to document whether the Project is exempt from the California Environmental Quality Act (CEQA) under the Class 32 Categorical Exemption (CE) set forth in CEQA Guidelines Section 15332. This memorandum provides an introduction, project description, and evaluation of the Project's consistency with the requirements for a Class 32 CE. This memorandum further evaluates whether any of the exceptions to categorical exemptions set forth in CEQA Guidelines Section 15300.2 apply to the Project.

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.*

CEQA Guidelines Section 15300.2 lists the following exceptions to categorical exemptions:

a) *Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.*

b) *Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.*

c) Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

d) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.

e) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

PROJECT LOCATION AND SETTING

The City of Fontana (City) is located in the southwestern portion of San Bernardino County. The City is bordered by the San Gabriel Mountain Range to the north, Rialto and Bloomington to the east, Jurupa Valley to the south, and Rancho Cucamonga and Ontario to the west. Regional access is available via Interstate 210 (I-210), which traverses the City in an east-west orientation, and Interstate-15 (I-15), which runs along the City's northwest border; refer to Figure 1, Regional Vicinity.

The approximately 4.0-acre Project Site is located in the western portion of the City. Specifically, the Project Site is located along the north side of Hilton Drive between Redwood Avenue and Hemlock Avenue in the City of Fontana, San Bernardino County. Refer to Figure 2, Site Vicinity. Access to the site is provided along southern frontage of the Project Site with driveways on east and west at Hilton Drive; refer to Figure 3, Site Plan.

EXISTING CONDITIONS

The Project Site is currently vacant and generally flat. Ruderal vegetation and tree stumps occur on-site. The Project Site is surrounded by industrial uses.

The Project Site has a City of Fontana General Plan (General Plan) land use designation of Light Industrial (I-L) and is zoned as West End Specific Plan(BP3).[1] According to the General Plan, business parks, research and development, technology centers, corporate and support office uses, clean industry, supporting retail uses, truck and equipment sales and related services are allowed. Warehouses that are designed in ways that limit off-site impacts are also permitted.[2]

[1] City of Fontana, *City of Fontana General Plan Land Use Map*, https://www.fontanaca.gov/DocumentCenter/View/44297, accessed July 18,2025.
[2] City of Fontana, *Fontana Forward General Plan Update 2015-2035*, November 13, 2018.

N

0 1 Mile

LILBURN CORPORATION

REGIONAL VICINITY

HILTON DRIVE WAREHOUSE DEVELOPMENT

City of Fontana, California

FIGURE 1

N

0 2

Mile

VICINITY MAP

HILTON DRIVE WAREHOUSE DEVELOPMENT

City of Fontana, California

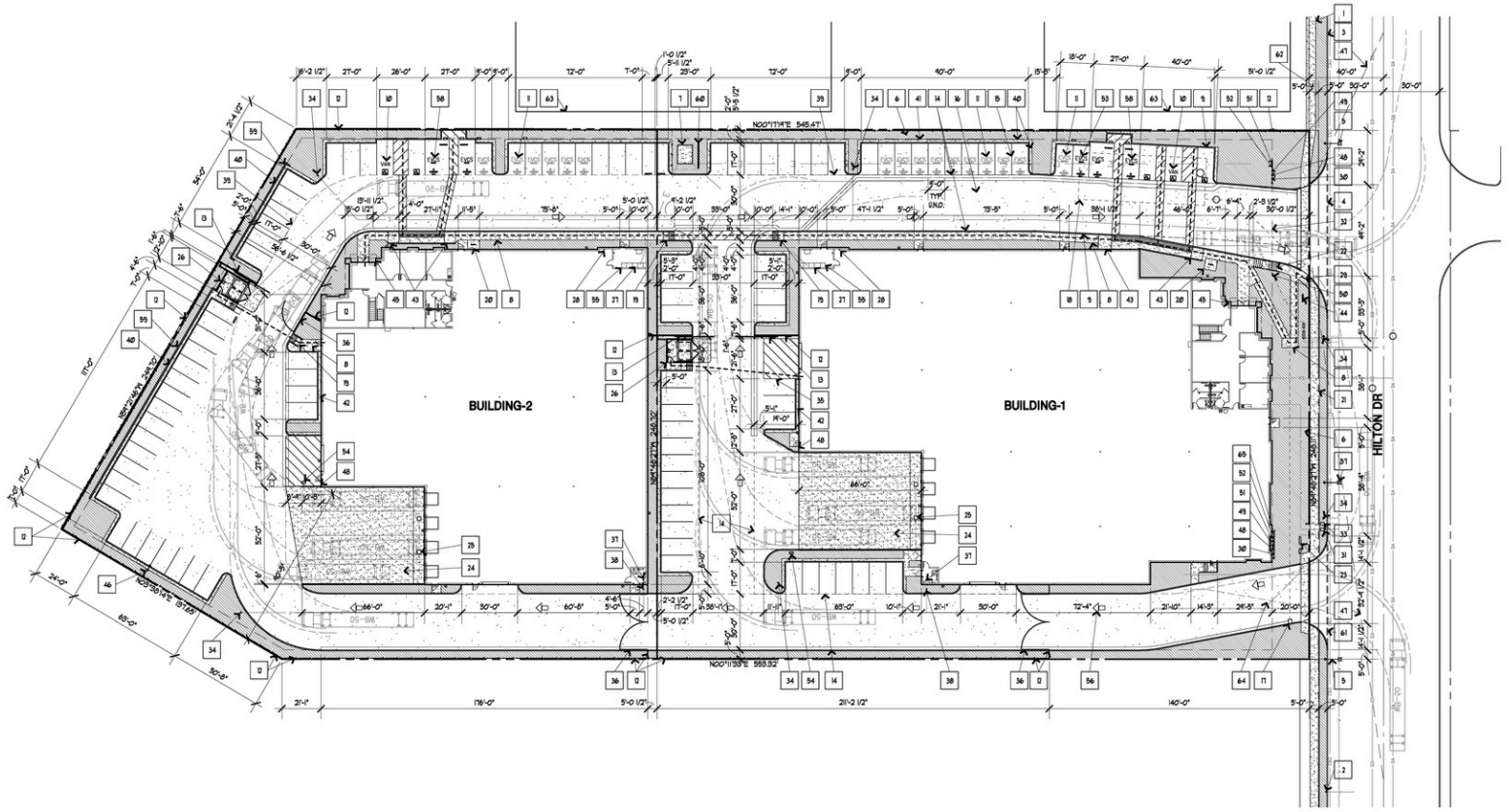
LILBURN CORPORATION

SITE PLAN NOTES

1. EXISTING CONCRETE SIDEWALK
2. EXISTING FIRE HYDRANT
3. EXISTING CONCRETE CURB AND GUTTER
4. REMOVE EXISTING CONCRETE CURB AND REPLACE WITH NEW CONCRETE DRIVE APPROACH PER CITY STANDARDS, SEE CIVIL
5. EXISTING STREET LIGHT
6. NEW LANDSCAPING SHOWN HATCHED, SEE LANDSCAPE
7. NEW TRANSFORMER
8. NEW CONCRETE WALK, SEE 8/A-1.1
9. NEW CONCRETE CURB, SEE CIVIL
10. NEW ACCESSIBLE PARKING, SEE 2/A-1.1
11. EVCS CAPABLE (FUTURE) PARKING STALL, TYPICAL
12. NEW TUBE STEEL FENCE 6' HIGH, BLACK, SEE 8/A-1.2
13. NEW TUBE STEEL ROLLING GATE, 6' HIGH, BLACK, WITH FIRE DEPT. KNOX LOCK, SEE 1/A-1.2
14. PROPOSED 30' WIDE PUBLIC UTILITY, ACCESS AND DRAINAGE EASEMENT
15. NEW 4" WIDE WHITE PAINTED STRIPING FOR STANDARD 9'-0" WIDE X 19' DEEP PARKING STALLS, TYPICAL U.N.O.
16. NEW CONCRETE PAVING, SEE CIVIL
17. NEW GRATED INLET, SEE CIVIL
18. NEW SUBTERRANEAN INFILTRATION STRUCTURE, SEE CIVIL
19. NEW CONCRETE CURB RAMP, SEE 16/A-1.1
20. NEW SHORT TERM BICYCLE PARKING 4 BIKE CAPCITY, SEE 3/A-1.1
21. NEW CONCRETE SIDEWALK, SEE CIVIL
22. NEW CONCRETE STAIR
23. NEW DETECTOR CHECK ASSEMBLY
24. NEW TRUCK WELL CONCRETE PAVING, SEE CIVIL
25. NEW SUMP PUMP PIT
26. NEW TILT UP CONCRETE TRASH ENCLOSURE, 50% OF AREA TO BE USED FOR RECYCLING. NO HAZARDOUS WASTE TO BE STORED IN ANY TRASH BIN, SEE 15/A-1.2
27. NEW ELECTRICAL GEAR
28. NEW LONG TERM BICYCLE PARKING 3 BIKE CAPACITY WITH ELECTRIC PLUGS FOR CHARGING ELECTRIC BIKES, SEE 15/A-1.1
29. NEW ACCESSIBLE PATH OF TRAVEL
30. NEW ACCESSIBLE SITE ENTRANCE SIGN
31. NEW WATER METER
32. BUILDING SETBACK
33. NEW IRRIGATION METER
34. NEW FIRE HYDRANT PROVIDE BLUE REFLECTIVE PAVEMENT MARKER PER SBCFD STND. 508.5.2
35. NEW 4" WIDE WHITE DIAGONAL STRIPING AT 36" O.C.
36. NEW TUBE STEEL SWING GATE, 6' HIGH, BLACK WITH FIRE DEPT. KNOX LOCK, SEE 9/A-1.2
37. NEW FIRE RISER FOR NFPA-13 FIRE SPRINKLER SYSTEM WITH WATER FLOW MONITORING FIRE ALARM SYSTEM
38. NEW P.I.V.
39. NEW FIRE ACCESS LANE, 30' WIDE WITH MIN. 19' INSIDE TURNING RADIUS
40. NEW 6" CONCRETE CURB AND 1'-6" WIDE CONCRETE STRIP STAMPED WITH 6' GRID PATTERN TOTAL 2' WIDE DECORATIVE WALKING SURFACE AT PLANTERS ADJACENT TO PARKING STALLS, TYPICAL
41. 2' PARKING STALL OVERHANG
42. NEW CONCRETE CURB 6" HIGH X 24" WIDE WITH 6" STAMPED CONC. GRID PATTERN
43. NEW CONCRETE CURB RAMP, SEE 13/A-1.1
44. NEW MONUMENT SIGN WITH MIN. 6" HIGH ADDRESS NUMBERS PER CFC 505 AND SBCFD STND. 505.1
45. NEW FIRE DEPT. KEY BOX WITH TAMPER SWITCH MONITORED BY FIRE DEPT. APPROVED CENTRAL MONITORING DEVICE PER SBCFD STND. 506
46. NEW POLE MOUNTED LIGHT FIXTURE 25' HIGH
47. CLEAR LINE OF SIGHT WITH NO OBJECTS MORE THAN 30" HIGH
48. NEW SIGN: ANTI-IDLING
49. NEW SIGN: OFF SITE PARKING PROHIBITED
50. NEW SIGN: TRUCKING ROUTING PLAN DIRECTION
51. NEW SIGN: CONTACT INFORMATION FOR COMPLAINT REPRESENTATIVE
52. NEW SIGN: EVCS TOW AWAY SIGN
53. NEW ELECTRIC VEHICLE CHARGING STATION, TYPICAL
54. FUTURE ELECTRIC TRUCK CHARGING STATION
55. ELECTRICAL GEAR SPACE FOR 25% SIZE INCREASE
56. PAINTED TRUCK DIRECTIONAL ARROWS ON PAVEMENT, TYPICAL
57. NEW STREET LIGHT
58. NEW ACCESSIBLE ELECTRIC VEHICLE CHARGING STATION, SEE 17/A-1.1
59. NEW RETAINING WALL, SEE CIVIL
60. NEW TILT UP CONCRETE SCREEN WALL 4'-0" HIGH PAINT COLOR-A
61. NEW TRUCK ACCESS DRIVEWAY PER CITY STANDARDS, SEE CIVIL
62. 5' STREET DEDICATION
63. EXISTING BUILDING
64. INGRESS ONLY DRIVE AISLE
65. NEW SIGN: TRUCK ENTRANCE ONLY

BUILDING AREAS AND PARKING CALCULATION

Name	Occ.	Ground Floor Area	Level-2 Floor Area	Total Area	Parking Ratio	Parking Required	Parking Provided
Building-1 Office	B	2,248	2,420	4,668	250	18.67	
Building-1 Warehouse S-1		36,550	0	36,550	1,000	36.55	56
Building-2 Office	B	2,248	2,420	4,668	250	18.67	
Building-2 Warehouse S-1		26,099	0	26,099	1,000	26.10	48
Total		67,145	4,840	71,985		99.99	104



PRELIMINARY SITE PLAN

SCALE: 1"=30'-0"

4

C. VANDERHOEK ARCHITECTS
4109 E. Fernwood Ave
Orange, CA 92869
Tel: 714-308-7662

HILTON INDUSTRIAL FACILITY
HILTON DRIVE
FONTANA, CA
MASTER CASE NO. 18-013 TPM NO. 38-555 DESIGN REVIEW NO. 18-010

PRELIMINARY SITE PLAN

REVISION:

DATE MARCH 17, 2025

JOB NO. 21088
SHEET:

A-1.0
OF .. SHEETS

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SITE PLAN

HILTON DRIVE WAREHOUSE DEVELOPMENT

City of Fontana, California

FIGU 476

LILBURN CORPORATION

The Project Site is surrounded by a Target warehouse to the north, Vision Communications and Open Door Solutions to the east, Southern California Edison to the west, and a Service Partners, a building supply warehouse to the south. Surrounding uses predominantly consist of industrial uses.

The land uses and zoning designations surrounding the Project Site are as follows:

- *North*: Uses to the north are designated Light Industrial (L-I) and zoned West End Specific Plan(BP3).
- *East*: Uses to the east are designated Light Industrial (L-I) and zoned West End Specific Plan(BP3).
- *South*: Uses to the south are designated Light Industrial (L-I) and zoned West End Specific Plan(BP3).
- *West*: Uses to the west are designated Light Industrial (L-I) and zoned West End Specific Plan(BP3).

PROJECT DESCRIPTION

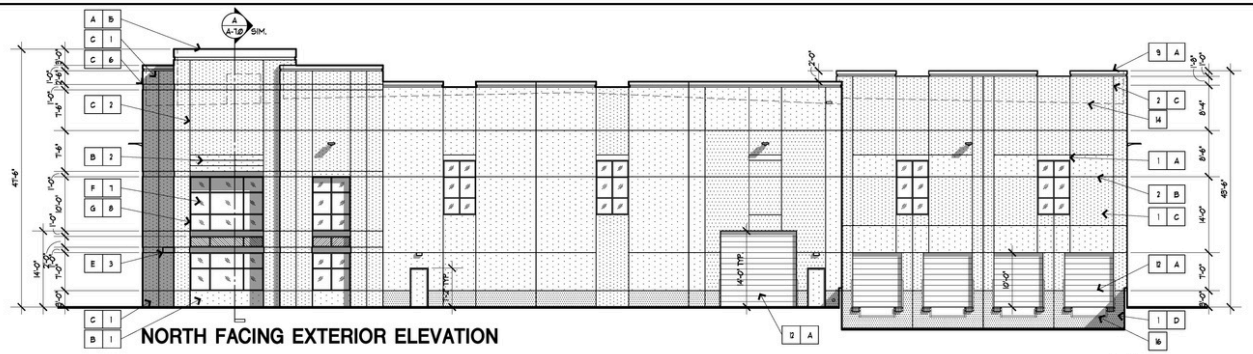
The Proposed Project is the development of two warehouse buildings totaling 71,985 square-feet (41,218 SF Building 1 & 30,767 SF Building 2) on an approximately 4.0-acre site in the western portion of the City of Fontana, located along the north side of Hilton Drive between Redwood Avenue and Hemlock Avenue. The Project Site is identified as Assessor's Parcel Numbers 1110-151-03.

The Proposed Project would include improvements such as landscaping, new curbs, sidewalks, gutters, driveways, and signage (refer to Figure 3, Site Plan). Each building will include a 2,248 square-foot office areas. The trash enclosures would be designed to comply with City requirements and consistent with the architecture of the proposed warehouses. The Proposed Project would provide nighttime lighting, and safety and security cameras. Vehicle ingress and egress access to the proposed warehouses would be from two driveways along Hilton Drive.

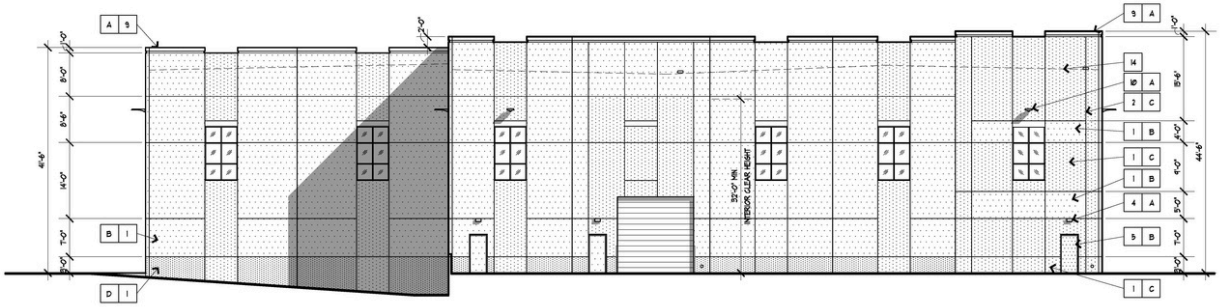
Construction is anticipated to occur for a duration of approximately 12 months and would comply with the City of Fontana Zoning and Development Code Noise standards, which limits demolition and construction to the hours of 7:00 AM to 6:00 PM on weekdays and 8:00 AM to 5:00 PM on Saturdays. Construction materials required for the project include an excavator, a grader, a tractor, a crane, a concrete saw, paving equipment, a roller, and a rough terrain forklift.

Architecture

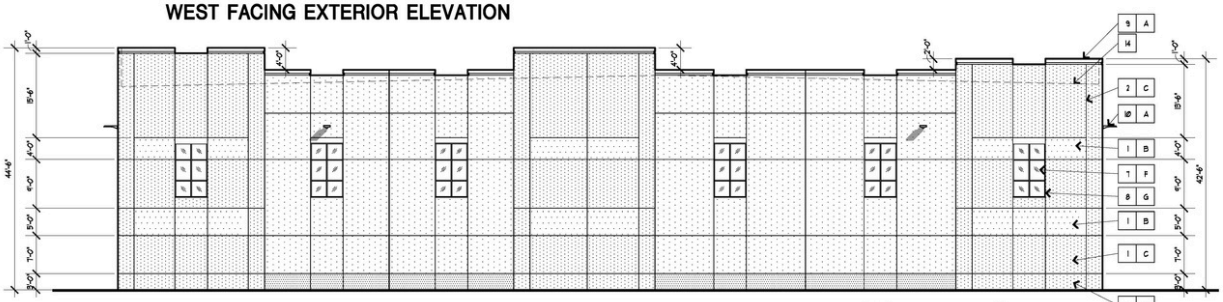
The two warehouses would have a total building area of 71,985 square-feet and a maximum building height of 47.5 feet; refer to Figure 4, Elevations. As a result, the project would be consistent with the Light Industrial maximum building height of 75 feet. The architectural design of the buildings includes tilt-up concrete walls to be painted with colors shown on Figure 4, glass and black anodized aluminum on buildings' outer surfaces.



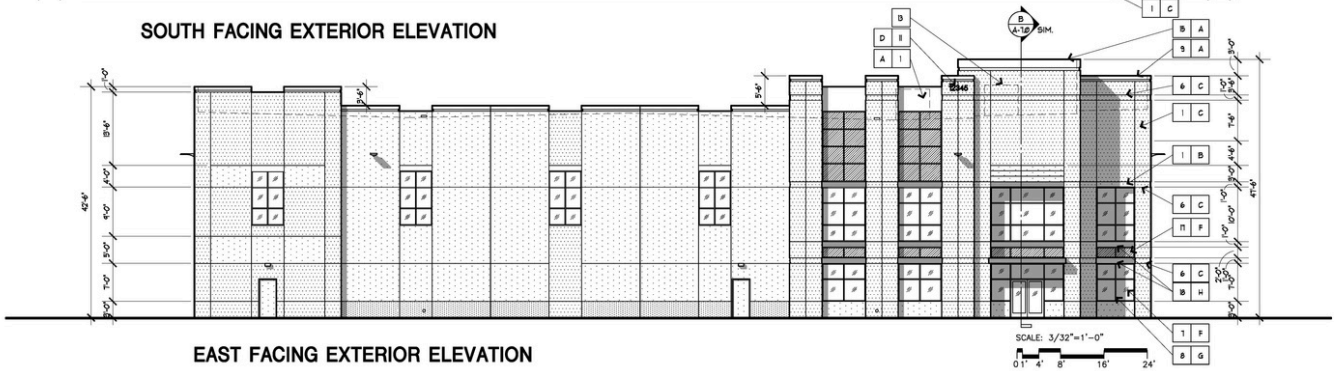
NORTH FACING EXTERIOR ELEVATION



WEST FACING EXTERIOR ELEVATION



SOUTH FACING EXTERIOR ELEVATION



EAST FACING EXTERIOR ELEVATION

SCALE: 3/32"=1'-0"

ELEVATION NOTES

1. CONCRETE PANEL
2. 5" REVEAL
3. STEEL CANOPY
4. VANDAL RESISTANT WALL MOUNTED LIGHT FIXTURE
5. METAL DOOR
6. 12" CONCRETE REVEAL
7. VISION GLASS
8. ALUMINUM MULLION
9. CONCRETE CORNICE, SEE IIB/A-1.2
10. WALL MOUNTED LIGHT FIXTURE
11. ILLUMINATED ADDRESS NUMBERS 12" HIGH WITH 1" STROKE IN COLOR CONTRASTING WITH BACKGROUND
12. ROLL UP DOOR
13. ROOF MOUNTED HVAC UNIT, SCREENED BY PARAPET
14. ROOF LINE BEHIND PARAPET
15. CONCRETE CORNICE, SEE IIA/A-1.2
16. DOCK LEVELER
17. SPANDREL GLASS
18. ACM PANEL

ELEVATION FINISHES

A. LIGHT PAINT COLOR: SHERWIN WILLIAMS NATURAL WHITE SW 9542

B. MEDIUM LIGHT PAINT COLOR: SHERWIN WILLIAMS BUILD GREY SW 9561

C. MEDIUM PAINT COLOR: SHERWIN WILLIAMS BEDROCK SW 9563

D. DARK PAINT COLOR: SHERWIN WILLIAMS BEFORE THE STORM SW 9564

E. SHERWIN WILLIAMS NIGHT WATCH SW 9680

F. GLASS: VITRO SOLARBAN 70XL (2) SOLARBLUE + CLEAR VLT: 42%, U-VALUE: 0.28, SHGC 0.23

G. BLACK ANODIZED ALUMINUM

H. ACM PANEL ALUCOBOND TRI-CORN BLACK SMP, GLOSS 30

NOTE:
ARCHITECTURAL COATINGS (PAINT) SHALL BE SUPER COMPLIANT VOC SHERWIN WILLIAMS EMERALD EXTERIOR ACRYLIC OR EQUAL

C.VANDERHOEK ARCHITECTS
4109 E. Fernwood Ave
Orange, CA 92869
Tel: 714-308-7662

HILTON INDUSTRIAL FACILITY
HILTON DRIVE
FONTANA, CA
MASTER CASE NO. 18-053 TPM NO. 18-005 DESIGN REVIEW NO. 18-010

EXTERIOR ELEVATIONS BUILDING-2

REVISION:

DATE MARCH 17, 2025

JOB NO.: 21088
SHEET:

A-5.2
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ELEVATIONS

HILTON DRIVE WAREHOUSE DEVELOPMENT

City of Fontana, California

FIGU 478

LILBURN CORPORATION

Parking

The Proposed Project consists of approximately 56 parking spaces for warehouse building 1 and 48 parking spaces for warehouse building 2 (total of 104 spaces), which include electric vehicle and accessible parking stalls.

Landscaping

Landscaping for the Proposed Project consist of a total of 19,957 sf landscaped area along the perimeters of the Project Site and the building frontages, as well as in the parking areas as required by Municipal Code Section No. 9-71(e) (see Figure 3). The landscaped area will include various drought tolerant trees and shrubs.

CONSTRUCTION

The Project Site is currently vacant and does not require demolition. Construction is anticipated to occur for a duration of approximately 12 months and would comply with the City of Fontana Zoning and Development Code Noise standards, which limits demolition and construction to the hours of 7:00 AM to 6:00 PM on weekdays and 8:00 AM to 5:00 PM on Saturdays. Construction materials required for the project include an excavator, a grader, a tractor, a crane, a concrete saw, paving equipment, a roller, and a rough terrain forklift.

CLASS 32 EXEMPTION CRITERIA ANALYSIS

Criterion (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.*

General Plan Consistency

The Project Site has a City of Fontana General Plan (General Plan) land use designation of Light Industrial (L-I) and zoned as West End Specific Plan(BP3).[3] According to the General Plan, business parks, research and development, technology centers, corporate and support office uses, clean industry, supporting retail uses, truck and equipment sales and related services are allowed. Off-site improvements include groundcover, sidewalks, and curbs. Therefore, the Proposed Project is considered allowed use and is consistent with the applicable general plan designation. Table 1, City of Fontana General Plan Project Consistency Analysis, evaluates the project's consistency with applicable General Plan land use policies.

3 City of Fontana, Fontana Forward General Plan Update 2015-2035, November 13, 2018.

Table 1
General Plan Land Use, Zoning, and Urban Design Element Project Consistency Analysis

Applicable General Plan Land Use Goals and Policies	Project Consistency Analysis
Land Use Element	
Goal: Fontana development patterns support high quality of life and economic prosperity.	
Policy: Locate high-quality industrial uses where there is appropriate access to regional transportation routes where there is appropriate access to regional transportation routes.	Consistent. The Proposed Project consists of two warehouse buildings located approximately 2 miles from the I-15 and I-210, which serve as regional transportation routes. As such, the Proposed Project is consistent with this Land Use Element policy.
Goal: High-quality job- producing industrial uses are concentrated in a few locations where there is easy access to regional transportation routes.	
Maintain but do expand existing heavy land use areas in proximity to one another and to services for industrial uses.	Consistent. The proposed project consists of two warehouse buildings that would be consistent with existing surrounding uses. The surrounding land uses are industrial. Therefore, the project is consistent with this Land Use Element policy.
Source: City of Fontana, *Fontana Forward General Plan Update 2015-2045*, *Land Use, Zoning, and Urban Design Element*, updated July, 2023.	

Zoning Code Consistency

The Project Site is zoned as West End (BP3) within the West End Specific Plan.[4] According to the West End Specific Plan, the Project Site is identified as Rail Service Industrial (BP3) which is designated development of rail served industrial uses and has the opportunity for direct rail service to the Southern Pacific Railroad is expected service primary large distribution type uses[5] As a warehouse use, the Proposed Project is a permitted land use under the City of Fontana West End Specific Plan. The Project has been designed to comply with all applicable land use regulations and development standards set forth in the West End Specific Plan. To ensure compliance, the Project Site will be reviewed by the City's Planning Division for consistency with applicable Specific Plan development standards. Development Standards include:

- **Floor Area Ratio (FAR):**

  The floor area shall not exceed a floor area ratio of 0.4 multiplied by the net lot area.

- **Separation:**
  Any landscaped area shall be separated from adjacent vehicular areas by a wall or curb at least six (6) inches higher than the adjacent vehicular area.

- **Berming:**
  An earthen berm shall be provided beginning at the curb and extending a minimum of twenty-one (21) feet. All slopes facing streets shall be landscaped with turf and trees, except at sign locations where shrubs, turf, and ground cover are permitted.

- **Parking Lots and Service Areas Adjacent to Public Streets:**

  These areas shall be screened with shrubs planted on the building side of tree rows. Screening shrubs shall be spaced no more than four (4) feet apart and shall be a minimum five-gallon size at planting.

4 City of Fontana, West End Specific Plan. April 1985. Revised March 15, 1994.
5 City of Fontana, West End Specific Plan. April 1985. Revised March 15, 1994.

- **Street/Parkway Trees:**

  Street tree planting shall consist of a double row of trees. Trees shall be fifteen-gallon size and planted five (5) feet from the curb or sidewalk line, except where located within a parkway.

- **Setbacks:**
  Internal industrial buildings shall maintain a minimum setback of twenty (20) feet, with parking areas requiring a minimum setback of fifteen (15) feet.

- **Landscaping:**
  Landscaping shall consist of evergreen and/or deciduous trees, shrubs, and ground cover, and may also include public sidewalks. Landscaping shall comply with the following standards; Private Parcel Landscaping:

  a) A fully automatic irrigation system shall be provided.

  b) All unpaved, non-work areas not used for parking or storage shall be landscaped with turf, ground cover, and trees.

- **Signage:**
  Flashing or moving signs are not permitted. Freestanding signage shall not exceed 100 square feet in area or eight (8) feet in height. Roof-mounted signs and signs painted directly on walls or buildings are prohibited.

- **Exterior Architectural Appearance:**

  1. Building Material Guidelines: Exterior walls for industrial buildings may be constructed of concrete, masonry, glass, or metal. Sheets or corrugated metal is not permitted. A maximum of three (3) colors per building is allowed.

  2. Parking Structure Design: Parking structures shall be compatible with surrounding buildings.

- **Screening Requirements:**

  1. Rooftop equipment screening

     a. Architecturally compatible screening shall be provided to conceal all roof top materials and are subject to approval of the planning director.

     b. With nominally flat roof, the ridge line elevation shall not exceed the parapet elevation, except as approved by the planning commission.

     c. No part of the flat roof may project above parapet, except for antennas, satellite disk, elevator shafts, stairways and helicopter pads.

  2. Refuse area screening: Trash container areas shall be screened from the streets and adjacent parcels with material to match building architecture

  3. Screening along street frontages: An architecturally compatible screen shall be installed along all parking areas along street frontage

  4. Any building exceeding thirty-five (35) feet in height shall be set back from exterior property boundaries by a distance equal to the building height

  5. Landscape coverage for each site shall be determined by setback requirements. All areas not occupied by buildings, parking, or designated storage shall be landscaped.

As analyzed above, the project is consistent with applicable General Plan designation and policies and zoning designation and regulations. Thus, the project would meet Criterion (a) requirements.

Criterion (b) *The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.*

The Project Site is a 4.0-acre parcel located along the north side of Hilton Drive between Redwood Avenue and Hemlock Avenue, west of Sierra Avenue within the City of Fontana. As shown on Figure 2, the site is within an industrial area and adjacent to industrial uses.

The project location within the City and the size of the Project Site provide consistency with Criterial (b) requirements.

Criterion (c) *The project site has no value as habitat for endangered, rare or threatened species.*

A Biological Resources Assessment Letter Report dated September 2025, was prepared for the Proposed Project by Jennings Environmental LLC. (Jennings) (Appendix A). The findings are summarized herein.

Jennings conducted the general reconnaissance survey within the Project Site to identify the potential for the occurrence of special status species, vegetation communities, or habitats that could support special status wildlife species. The surveys were conducted on foot, throughout the Project Site on September 10, 2025.

No rare, State and/or federally-listed threatened or endangered species are documented/or expected to occur within the Project site. Additionally, no plant species with the CNPS California Rare Plant Rank (CRPR) of 1 or 2 were observed on-site or documented to occur on-site in the relevant databases. No other sensitive species were observed within the project area or buffer area.

The Project Site is highly disturbed. The habitat on-site is ruderal/disturbed vegetation with gravel surfaces. The site offers no suitable habitat for any rare sensitive species including listed species. Therefore, no further surveys are required. Although the site is highly disturbed, there is some habitat within the Project site and adjacent area that is suitable for nesting birds in general. In general, the following condition of approval, in accordance with the Fontana General Plan Final Environmental Impact Report (August 10, 2018) Mitigation Measure BIO-3 and as recommended in the 2025 Biological Resources Assessment, nesting bird surveys shall be implemented prior to construction if construction occurs during the period of February 1 through September 15. Mitigation Measure BIO-3 states that the City of Fontana shall require that all future project applicants prepare a Biological Assessment in conjunction with a project-level analysis and that the requirements of the Biological Assessment shall be a **condition of approval of the individual development project**.

Accordingly, the following shall be implemented prior to construction:

> Prior to initial grading or clearing of areas of suitable habitat within the Planning Area (e.g., a vacant site with a landscape of grassland or low-growing, arid scrub vegetation or agricultural use or vegetation), a qualified biologist shall conduct a pre-construction

survey, in accordance with the CDFG Staff Report on Burrowing Owl Mitigation, to determine the presence or absence of burrowing owl within the proposed area of impact.

Results of surveys, including mitigation recommendations (i.e. a Burrowing Owl Mitigation and Monitoring Report) shall be incorporated into the project-level CEQA compliance documentation.

Construction grading/clearing of areas of suitable habitat should occur between September 1 and January 31 to avoid impacts to breeding owls. If occupied burrows are discovered, they shall not be removed during nesting season [February 1 through August 31), unless a qualified biologist can determine that either the owls have not laid eggs or are incubating eggs, or that any young from the burrows are able to forage independently. If initial grading is scheduled to occur during nesting season, the following measures shall be implemented.

If removal of occupied burrows is necessary, passive relocation outside of nesting season shall be implemented under the supervision of the qualified biologist. This shall include covering/excavation of burrows and installation of one-way doors as necessary. One-way doors will allow owls inside the burrow to exit but not allow them to re-enter. The biologist shall wait a minimum of one week before the burrow may be excavated to allow the owls time to leave the area.

The Project Site is located within the developed western area of the City and is mostly surrounded by urban land uses. There are no sensitive natural communities on the Project Site. No endangered, rare, or threatened species, as defined in CEQA Guidelines Section 15380, are expected to inhabit the site. The site is not within the designated critical habitat of any species. As such, the Project Site has no value as habitat for endangered, rare, or threatened species. Thus, the Proposed Project would meet Criterion (c) requirements.

Criterion (d) *Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.*

TRAFFIC

A Traffic Memorandum dated December 9 2025, was prepared for the Proposed Project by Gandini Group, Inc. (Appendix B). The findings are summarized herein.

Trip Generation

As stated in the Traffic Memorandum, the Proposed Project is forecast to generate approximately 99 daily vehicle trips, including 9 vehicle trips during the AM peak hour and 11 vehicle trips during the PM peak hour which equates to approximately 150 daily PCE trips, including 13 PCE trips during the AM peak hour and 15 PCE trips during the PM peak hour.

The project would generate and contribute fewer than 50 peak hour trips to any intersection of two streets designated as Collector or higher on the City's General Plan circulation system. The project does not propose any deviation from the City's TIA Guidelines or design standards. Subject to verification by the City Traffic Engineer, the project does not appear to contribute to unique existing or proposed traffic conditions in the project vicinity to warrant further evaluation.

Therefore, the project does not warrant the preparation of a transportation impact study with LOS analysis based on the City-established screening criteria and LOS impacts may be presumed to be negligible.

Vehicle Miles Traveled (VMT) Screening Criteria

The City TIA Guidelines identify screening criteria for certain types of projects that typically reduce VMT and may be presumed to result in a less than significant VMT impact. In accordance with the City's project type screening, projects generating less than 500 daily vehicle trips may be presumed to have a less than significant VMT impact.

The Proposed Project satisfies the City-established vehicle miles traveled (VMT) screening criteria for projects generating less than 500 daily trip. The Proposed Project is forecast to generate approximately 99 daily vehicle trips, including 9 vehicle trips during the AM peak hour and 11 vehicle trips during the PM peak hour which equates to approximately 150 daily PCE trips, including 13 PCE trips during the AM peak hour and 15 PCE trips during the PM peak hour.. Therefore, based on the City's guidelines, the project would be screened out from a VMT analysis based on the daily trip thresholds and is anticipated to have a less than significant VMT impact.

NOISE

A Noise Impact Analysis, dated December 23, 2025, was prepared for the Proposed Project by Ganddini Group, Inc. (see Appendix C for report). The unit of measurement used to describe a noise level is the decibel (dB)
Construction Noise On-site

The City of Fontana has set restrictions to control noise impacts associated with the construction of the Proposed Project. According to Section 18-63 of the city's Municipal Code, Construction or repairing of buildings or structures, construction activity is limited: between the hours of 7:00 a.m. and 6:00 p.m. on weekdays and between the hours of 8:00 a.m. and 5:00 p.m. on Saturdays except in the case of urgent necessity. Project construction noise levels are, therefore, considered exempt from municipal regulation if activities occur within the hours specified in the City of Fontana Municipal Code, Section 18-63 of 7:00 a.m. to 6:00 p.m. on weekdays and between the hours of 8:00 a.m. to 5:00 p.m. on Saturdays. However, neither the General Plan nor the Municipal Code establish numeric maximum acceptable construction source noise levels at potentially affected receivers for CEQA analysis purposes. Therefore, a numerical construction threshold based on Federal Transit Administration (FTA) Transit Noise and Vibration Impact Assessment Manual is used for analysis of daytime construction impacts, as discussed below. According to the FTA, local noise ordinances are typically not very useful in evaluating construction noise. They usually relate to nuisance and hours of allowed activity, and sometimes specify limits in terms of maximum levels, but are generally not practical for assessing the impact of a construction project. Project construction noise criteria should account for the existing noise. the FTA considers a daytime exterior construction noise level of 80 dBA Leq(8-hour) for noise sensitive residential land uses, 85 dBA Leq(8-hour) for commercial uses, and 90 dBA Leq(8-hour) for industrial uses. Construction noise would affect adjacent light industrial/warehouse land uses.

Project construction noise levels at nearby sensitive receptors were calculated using the FTA methodology. Modeled construction noise levels reach up to 70.7 dBA Leq at the property line shared with the industrial warehouse land use to the north, up to 68.5 dBA Leq at the property

line shared with the industrial land use to the south, and up to 77.9 dBA Leq at the industrial properties located to the east and west. Project construction noise levels will not exceed the FTA 90 dBA Leq (8-hour) construction noise standard for impacts to residential land uses. This impact would be less than significant.

Construction Noise Off-site

Project construction would generate up to 31 employee trips and 12 truck trips per day traveling to and from the project site via Hilton Avenue, Redwood Avenue and Hemlock Avenue to Foothill Boulevard where project trips would result in negligible increases in ambient noise levels. There are existing residential land uses along Redwood Avenue and Hemlock Avenue that would be exposed to these trips. Existing noise levels and existing plus project construction noise levels were calculated using FHWA methodology .

The existing noise levels range between 62.9 and 65.6 dBA CNEL and existing plus project construction noise levels would range between 63.2 and 65.7 dBA CNEL. Project construction traffic would result in a less than 1 dB increase along both roadways and would not exceed the applicable FICON noise increase thresholds. Impacts would be less than significant and no mitigation measures are required.

Operational Noise

The Proposed Project is considered an allowed use in accordance with the General Plan and West End Specific Plan standards, and the proposed warehouses are compatible with surrounding industrial developments. Noise generated by the Project would be consistent with existing industrial noise levels and would occur within an established industrial area. As a result, anticipated warehouse-related noise would not exceed the City's noise standards and would not introduce a new substantial noise source compared to existing conditions. Impacts would be less than significant.

AIR QUALITY

This analysis is based on the California Emissions Estimator Model (CalEEMod) version 2022 outputs (Appendix D).

Regulatory Requirements

The Project Site is located in the South Coast Air Basin (SCAB). The South Coast Air Quality Management District (SCAQMD) has jurisdiction over air quality issues and regulations within the SCAB. An evaluation of potential air quality impacts related to the Proposed Project (Warehouse Development) was prepared. The CalEEMod recommended by the SCAQMD for all general development projects within the SCAB was used to estimate project emissions.

Operational Emissions

As stated, based on the City of Fontana Traffic Engineering Division Traffic Impact Analysis (TIA) Guidelines for Vehicle Miles Traveled (VMT) and Level of Service (LOS) Assessment, dated October 2020, all truck trips were converted to passenger car equivalents (PCEs) using a 2.0 PCE factor for 2-axle trucks, 2.5 for 3-axle trucks, and 3.0 for 4- and more axle trucks. The Proposed

Project is anticipated to generate 20 PCE trips in the a.m. peak hour, 23 PCE trips in the p.m. peak hour, and 195 daily PCE rips. The Proposed Project's operation and construction emissions were screened using the California Emissions Estimator Model (CalEEMod) version 2022 prepared in collaboration with the SCAQMD (see Attachment B).

Construction Emissions

CalEEMod was utilized to estimate the on-site and off-site construction emissions. The emissions incorporate Rules 402 and 403 for fugitive dust by default as required during construction. The criteria pollutants screened for include reactive organic gases (ROG), nitrous oxides (NOx), carbon monoxide (CO), sulfur dioxide (SO_2), and fine and respirable particulates (PM_{10} and $PM_{2.5}$). Two of the analyzed pollutants, ROG and NO_x, are ozone precursors. These criteria pollutants are key contributors to air quality degradation and can have potential significant environmental and public health impacts. Screening for these pollutants helps identify potential air quality impacts to protect public health, and comply with SCAQMD Thresholds.

Construction is anticipated to start late 2026 and end in late 2027. Construction and activities associated with the Proposed Project would have the potential to generate air emissions and toxic air contaminant emissions. The resulting emissions generated during construction and demolition of the Proposed Project are shown in Table 2 and Table 3 below which represent summer and winter conditions respectively.

Table 2
Maximum Summer Construction Emissions
(Pounds per Day)

Equipment	ROG	NO_X	CO	SO_2	PM_{10}	$PM_{2.5}$
2026 Max	1.2	10.4	15.4	0	0.9	0.5
SCAQMD Threshold	**75**	**100**	**550**	**150**	**150**	**55**
Significance	**No**	**No**	**No**	**No**	**No**	**No**

Source: CalEEMod 2022 Summer Construction Emissions.

Table 3
Maximum Winter Construction Emissions
(Pounds per Day)

Equipment	ROG	NO_X	CO	SO_2	PM_{10}	$PM_{2.5}$
2026 Max	3.2	29.2	29.8	0.1	9.1	5.1
2026 Max	38.0	10.0	15.0	0.0	0.9	0.4
SCAQMD Threshold	**75**	**100**	**550**	**150**	**150**	**55**
Significance	**No**	**No**	**No**	**No**	**No**	**No**

Source: CalEEMod 2022 Winter Construction Emissions.
Notes:
ROG = Reactive Organic Gases NOx = Nitrogen Oxides
CO = Carbon Monoxide SO2 = Sulfur Dioxides PM = Particulate Matter
SCAQMD = South Coast Air Quality Management District

As shown in Table 2 and 3, both summer and winter construction emissions are below SCAQMD thresholds. The Proposed Project does not exceed applicable SCAQMD regional thresholds during construction activities. Therefore, impacts are considered less than significant.

Operational Emissions

Operational emissions are categorized as energy (generation and distribution of energy to the end use), area (operational use of the project), and mobile (vehicle trips). Operational emissions were estimated using the CalEEMod version 2022 and are listed in Table 4 and 5, below.

Table 4
Summer Operational Emissions Summary
(Pounds Per Day)

Source	ROG	NO_X	CO	SO_2	PM_{10}	$PM_{2.5}$
Mobile	0	0	0	0	0	0
Area	2.3	0	3.2	0	0	0
Energy	0.1	0.9	0.7	0	0.1	0.1
Totals	**2.4**	**0.9**	**3.9**	**0**	**0.1**	**0.1**
SCAQMD Threshold	55	55	550	150	150	55
Significant	**No**	**No**	**No**	**No**	**No**	**No**

Source: CalEEMod 2022 Summer Emissions

Table 5
Winter Operational Emissions Summary
(Pounds Per Day)

Source	ROG	NO_X	CO	SO_2	PM_{10}	$PM_{2.5}$
Mobile	0	0	0	0	0	0
Area	1.8	-	-	-	-	-
Energy	0.1	0.9	0.7	0	0.1	0.1
Totals	**1.8**	**0.9**	**0.7**	**0**	**0.1**	**0.1**
SCAQMD Threshold	55	55	550	150	150	55
Significant	**No**	**No**	**No**	**No**	**No**	**No**

Source: CalEEMod 2022 Winter Emissions

As shown, both summer and winter season operational emissions are below SCAQMD thresholds. The Proposed Project would not exceed any SCAQMD thresholds for criteria pollutants during construction (see Table 2, 3). Operational emissions are less than significant and would not result in a cumulatively considerable net increase of any criteria pollutant (see Tables 4 and 5). Therefore, less than significant adverse impacts are identified or anticipated, and no mitigation measures are required.

SCAQMD has developed a methodology to assess the localized impacts of emissions from a Proposed Project as outlined within the Final Localized Significance Threshold (LST) Methodology report; completed in June 2003 and revised in July 2008. The use of LSTs is voluntary, to be implemented at the discretion of local public agencies acting as a lead agency pursuant to CEQA. LSTs apply to projects that must undergo CEQA or the National Environmental Policy Act (NEPA) and are five acres or less. LST methodology is incorporated to represent worst-

case scenario emissions thresholds. CalEEMod was used to estimate the on-site and off-site construction emissions. The LSTs were developed to analyze the significance of potential air quality impacts of a project to sensitive receptors (i.e. schools, single family residences, etc.) and provide screening tables for small projects (one, two, or five acres). Projects are evaluated based on geographic location and distance from the sensitive receptor (25, 50, 100, 200, or 500 meters from the site).

For the purposes of a CEQA analysis, the SCAQMD considers a sensitive receptor to be a receptor such as a residence, hospital, convalescent facility or anywhere that it is possible for an individual to remain for 24 hours. Additionally, schools, playgrounds, childcare centers, and athletic facilities can also be considered as sensitive receptors. Commercial and industrial facilities are not included in the definition of sensitive receptor because employees do not typically remain on-site for a full 24 hours, but are usually present for shorter periods of time, such as eight hours.

The Project Site is approximately 4.0 acres. For a conservative, worst-case analysis, the "5-acre" LSTs were applied, as larger sites correspond to higher screening thresholds. The nearest sensitive receptor is a motel located approximately 100 meters southeast of the Site, so LSTs were evaluated at this distance. The Proposed Project's construction and operational emissions with the appropriate LST are presented in Table 6 "Localized Significant Threshold".

Table 6
Localized Significance Thresholds
(Pounds Per Day)

Source	NO_x	CO	PM_{10}		$PM_{2.5}$	
Construction Emissions (Max. from Tables 2, 3)	38.0	29.2	0.9		5.1	
Operational Emissions (Max. Total from Tables 4, 5)[1]	1.8	4.6	0.2		0.2	
Highest Value (lbs/day)	**38.0**	**29.2**	**0.9**	**0.2**	**5.1**	**0.2**
LST Threshold	378	5,188	65*	17†	16*	5†
Greater Than Threshold	**No**	**No**	**No**	**No**	**No**	**No**

Sources: CalEEMod.2022 Summer and Winter Emissions; SCAQMD Final Localized Significance Threshold Methodology; SCAQMD Mass Rate Look-up Tables for a 5-acre site in SRA No. 34 Central San Bernardino Valley, distance of 25 meters.
Note: PM10 and PM2.5 emissions are separated into construction and operational thresholds in accordance with the SCAQMD Mass Rate LST Look-up Tables.
* Construction emissions LST
† Operational emissions LST
Per LST Methodology, mobile source emissions do not need to be included except for land use emissions and onsite vehicle emissions. It is estimated that approximately 10 percent of mobile emissions will occur on the Project Site.

As shown in Table 6, both construction and operational emissions are well below the applicable thresholds. As such, the potential for adverse health effects is minimal. Therefore, a Health Risk Assessment (HRA) is not required for the Proposed Project. Therefore, no significant adverse air quality impacts are identified or anticipated, and no mitigation measures are required.

WATER QUALITY

A Hydrology Study was prepared for the Proposed Project dated August 16, 2023, revised July 22, 2024 by Land Development Design Company, LLC (LDDC), the results are summarized herein (Appendix E). The Proposed Project would disturb approximately four (4) acres and would therefore be subject to the National Pollutant Discharge Elimination System (NPDES) permit. The State of California is authorized to administer various aspects of the NPDES. Construction activities covered under the State's General Construction permit include the removal of vegetation, grading, excavating, or any other activity that causes the disturbance of one acre or more. The General Construction permit requires recipients to reduce or eliminate non-storm water discharges into stormwater systems, and to develop and implement a SWPPP. The SWPPP is based on the principles of Best Management Practices (BMPs) to control and abate pollutants. The SWPPP must include BMPs to prevent Project-related pollutants from impacting surface waters.

The RWQCB has issued an area wide NPDES Storm Water Permit for the County of San Bernardino, the San Bernardino County Flood Control District and the unincorporated areas of San Bernardino County. The implementation of NPDES permits ensures that the State and Federal mandatory standards for the maintenance of clean water are met.

The State of California is authorized to administer various aspects of the National Pollutant Discharge Elimination System (NPDES). Construction activities covered under the State's General Construction permit include removal of vegetation, grading, excavating, or any other activity that causes the disturbance of one acre or more. Since the Proposed Project would disturb approximately 4.0 acres, it is subject to the NPDES permit requirements. Pursuant to Fontana Municipal Code (FMC) Section 23-516, *Compliance with Mandated Best Management Practices*, operation of the Proposed Project would be required to comply with applicable BMPs that may include waste storage areas to reduce pollution introduction, outdoor material storage areas to reduce pollution introduction, finish grade of landscaped areas at a minimum of 1-2 inches below top of curb, sidewalk, or pavement, use of efficient irrigation systems and landscape design, water conservation, smart controllers, and source control. Overall, upon compliance with FMC Chapter 23, Article 9, Preventing Discharge of Pollutants into Storm Drains, and implementation of the BMPs, project construction and operations would not result in any significant effects relating to water quality. Therefore, impacts regarding water quality are considered less than significant.

As demonstrated above, approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality and therefore Criteria (d) is met.

Criterion (e) *The site can be adequately served by all required utilities and public services.*

The City of Fontana Public Works Department provides wastewater and stormwater collection services and oversees solid waste collection services (contracted to Burrtec), and the Fontana Water Company provides water services to the Project Site. Southern California Edison and Southern California Gas Company would provide electricity and natural gas services, respectively. Additionally, the project would be served by the Fontana Fire Protection District for fire protection services, and the Fontana Police Department for police protection services.

The Project Site is located within the service area of the Fontana Water Company (FWC) as a division of the San Gabriel Valley Water Company. The Proposed Project would include

connection to existing FWC water mains along Hilton Drive. The Proposed Project would be served by the City of Fontana for sewer service; existing service lines are located in Hilton Drive. Thus, the site would be adequately served by all required utilities and services and the project would meet Criterion (e) requirements.

The following analysis considers whether exceptions to the Class 32 Categorical Exemption apply:

Exception (a) A categorical exemption shall not be used for a project under Classes 3, 4, 5, 6, and 11, if the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

The City is proposing a categorical exemption under Class 32 and not Classes 3, 4, 5, 6, or 11. Therefore, Exception (a) would not apply to the project.

Exception (b) A categorical exemption shall not be used for a project when the cumulative impact of successive projects of the same type in the same place, over time is significant.

For this Exception, that disallows a categorical exemption to be used for a project when the cumulative impact of successive projects "of the same type in the same place over time" has a narrower definition than the broad definition of cumulative impacts as defined and applied elsewhere in CEQA practice. Further in *Robinson v. City & County of San Francisco* (2012) 208 Cal.App.4th 950, 958, the court held that the phrase "in the same place" should be interpreted to refer to the area where the environmental impact will occur and that the affected area will depend on the nature of the environmental impact.

The project involves the development of two industrial warehouses. The Project Site is located within a developed area of the City's west end area consisting predominately industrial uses. Based on the analysis herein, the project would not considerably contribute to any significant impacts. As such, project impacts are not cumulatively considerable, and Exception Criterion (b) would not apply to the project.

Exception (c) A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

This exception applies only when both unusual circumstances and a significant impact as a result of those unusual circumstances are shown. (*Berkeley Hillside Preservation v City of Berkeley "Berkeley Hillside*" (2015) 60 Cal.4th 1086, 1104) As the Supreme Court explained in *Berkeley Hillside*, the City's determination whether this exception applies involves two distinct questions: (1) whether the project presents unusual circumstances, and (2) if the project presents unusual circumstances, whether there is a reasonable possibility that a significant environmental impact will result from those unusual circumstances. (60 Cal.4th at 1098.) The City considers the second prong of this two-part test only if it first finds that some circumstance of the project is unusual. If the City finds that the project does not present unusual circumstances, the exception is inapplicable, and the agency need not reach the second prong of the two-part test.

Here, the City's determination whether the proposed project presents unusual circumstances involves a factual inquiry under which the City weighs the relevant evidence to determine if those circumstances are unusual in comparison with other projects in the CEQA Guidelines Section 15332. The Proposed Project would not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances and involves construction activities typical for other similar projects in the City that have been approved pursuant to the CEQA Guidelines section 15332 exemption. An example of a similar project approved by the City pursuant to the CEQA Guidelines Section 15332 exemption is the warehouse project (MCN22-057), which was approved by the Fontana Planning Commission on December 20, 2022.

The summer and winter season operational and construction emissions are below SCAQMD thresholds. The Proposed Project would not exceed any SCAQMD thresholds for criteria pollutants. Additionally, the Proposed Project's localized emissions are not anticipated to exceed Localized Significance Thresholds because emissions would be temporary, limited in intensity, and would occur over a short duration. Construction and operational activities would comply with applicable air quality regulations and incorporate standard best management practices, which would minimize pollutant concentrations near the Project site. Additionally, the distance to nearby sensitive receptors and prevailing dispersion conditions would reduce the potential for localized air quality impacts. Therefore, localized emissions would remain below significance thresholds.

The Project Site is located within the developed western area of the City and is mostly surrounded by urban land uses. There are no sensitive natural communities on the Project Site. No endangered, rare, or threatened species, as defined in CEQA Guidelines Section 15380, are expected to inhabit the site. The site is not within the designated critical habitat of any species. As such, the Project Site has no value as habitat for endangered, rare, or threatened species. With implementation of the Conditions of Approval, impacts to biological resources would be less than significant.

The existing noise levels range between 62.9 and 65.6 dBA CNEL and existing plus project construction noise levels would range between 63.2 and 65.7 dBA CNEL. Project construction traffic would result in a less than 1 dB increase along both roadways and would not exceed the applicable FICON noise increase thresholds. Impacts would be less than significant and no mitigation measures are required. The Proposed Project is considered an allowed use in accordance with the General Plan and West End Specific Plan standards. The proposed warehouses show compatibility with the surrounding industrial developments. Therefore, anticipated warehouses noise associated with the project is not expected to exceed the City's noise standards and would not introduce a new substantial noise source compared to existing conditions. Impacts would be less than significant.

The Proposed Project satisfies the City-established vehicle miles traveled (VMT) screening criteria for projects generating less than 500 daily trip. The Proposed Project is forecast to generate approximately 99 daily vehicle trips, including 9 vehicle trips during the AM peak hour and 11 vehicle trips during the PM peak hour which equates to approximately 150 daily PCE trips, including 13 PCE trips during the AM peak hour and 15 PCE trips during the PM peak hour.. Therefore, based on the City's guidelines, the project would be screened out from a VMT analysis based on the daily trip thresholds and is anticipated to have a less than significant VMT impact. As such, there is no evidence that the Proposed Project will, result in a significant effect on the environment.

Exception (d) A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a State scenic highway.

Based on the San Bernardino Countywide Map: NR-3 Scenic Routes & Highways, there are no scenic highways near the Project Site or within the City of Fontana.[6] The closest officially designated or eligible State scenic highway is Lytle Creek Canyon Drive located approximately 6.0 miles to the north in Rancho Cucamonga, San Bernadino County. Given the distance of the Project Site to Lytle Creek Canyon Drive and intervening topography, vegetation, and structures, the project would not be visible. As such, the Proposed Project would have no impact on scenic resources within a State scenic highway and Exception (d) would not apply.

Exception (e) A categorical exemption shall not be used for a project located on a site which is included on any list complied pursuant to Section 65962.5 of the Government Code.

Government Code Section 65962.5 requires the Department of Toxic Substance Control and State Water Resources Control Board to compile and update a regulatory site listing (per the criteria of the Section). The California Department of Health Services is also required to compile and update, as appropriate, a list of all public drinking water wells that contain detectable levels of organic contaminants and that are subject to water analysis pursuant to Health and Safety Code Section 116395. Section 65962.5 requires the local enforcement agency, as designated pursuant to Section 18051 of Title 14 of the CCR, to compile, as appropriate, a list of all solid waste disposal facilities from which there is a known migration of hazardous waste. The Project Site is not currently listed pursuant to Government Code Section 65962.5 (Cortese List).[7] As such, Exception (e) would not apply.

Exception (f) A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

A Cultural Resources Report dated March 2022 were prepared for the Proposed Project by LSA Associates. (Appendix F). The findings are summarized herein.

According to LSA, the cultural resources records search was completed for the project area by the South Central Coastal Information Center (SCCIC) located at California State University, Fullerton. It included a review of all recorded historic and prehistoric archaeological sites within one mile of the project. Data from the SCCIC indicate there have been 23 cultural resource studies previously conducted within one mile of the proposed project, three of which included the entirety of the project area. Although no cultural resources are documented within the project area, 21 built environment resources are recorded within one mile. The nearest is approximately 100 feet south of the project. Only one of the resources is listed in the BERD (36-015392). No prehistoric resources are documented within a mile.

A cultural resources records search, additional research, and a field survey were conducted for the project area. No cultural resources are documented within the project parcel and none was

[6] San Bernardino Countywide Map:NR-3 Scenic Routes & Highways. Accessed July 25, 2025.
[7] California Environmental Protection Agency, *Cortese Listing*, https://calepa.ca.gov/sitecleanup/corteselist/, accessed July 25, 2025.

identified by the survey. No prehistoric resources were documented within a mile, and sensitivity for in situ undocumented subsurface resources is low. Therefore, no further investigation or archaeological monitoring is recommended. However, it is recommended that archaeological monitoring consistent with the City of Fontana's standard condition for cultural resources be implemented. Below is the City of Fontana's standard condition for cultural resources monitoring:

1. 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.

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.

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.

As such, Exception (f) would not apply.

CONCLUSION

As detailed above, construction and operations of the Project meets the five criteria required stipulated in CEQA Guidelines Section 15332 to qualify for a Class 32 CE.

REFERENCES

Gandini Group, Inc., Hilton Industrial Facility Project Traffic Memorandum, December 9, 2025

Gandini Group, Inc., Hilton Industrial Facility Project Focused Noise Impact Analysis, December 23, 2025

LSA Associates, Inc., Cultural Resources Report for the Hilton Industrial Facility Business Park Project, March 2022

Land Development Design Company, LLC., Hydrology Study for Lot 2. Tract 13643 APN1110-151-03 Memorandum, February August 16,2023, revised July 22, 2024

California Environmental Protection Agency, *Cortese Listing*, https://calepa.ca.gov/sitecleanup/corteselist/, accessed July 2025.

California Regional Water Quality Control Board Los Angeles Region, *Order R8-2010-0036 (NPDES Permit No. CAS618036), January 29, 2010*, https://www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2010/10_036_sbc_ms4_permit_01_29_10.pdf, accessed July 20 2025.

City of Fontana, *City of Fontana General Plan Land Use Map*, https://www.fontanaca.gov/DocumentCenter/View/44297, accessed July 2025.

City of Fontana, *City of Fontana Zoning District Map*, https://www.fontanaca.gov/DocumentCenter/View/30623/Zoning-District-Map, July 2025.

City of Fontana, *Fontana Forward General Plan Update 2015-2035*, November 13, 2018.

City of Fontana, *Fontana Forward General Plan Update 2015-2035 Draft Environmental Impact Report*, June 2018.

City of Fontana, *Fontana Forward General Plan Update 2015-2045*, *Land Use, Zoning, and Urban Design Element*, updated July 23, 2023

City of Fontana, *Form Based Code Districts*, https://www.fontanaca.gov/DocumentCenter/View/32043/All-Form-Based-Code-Districts, September 10, 2019.

Jennings Environmental , LLC Biological Resources Assessment for Hilton Drive Industrial Project, September 10, 2025

Lilburn Corporation, *CalEEMod Detailed Report*, July 2025.

San Bernardino Countywide Plan Maps, Natural Resources- NR-3 Scenic Routes & Highways, accessed July 2025.

APPENDICES

Appendix A Biological Resources Assessment Letter

Appendix B Traffic Memorandum

Appendix C Noise Impact Analysis

Appendix D CalEEMod Detailed Report

Appendix E Hydrology Study

Appendix F Cultural Resources Study

APPENDIX A
BIOLOGICAL RESOURCES ASSESSMENT LETTER

35414 Acacia Ave.
Yucaipa, CA 92399
(909) 534-4547
www.jennings-environmental.com

September 10, 2025

Lilburn Corporation
Attn: Cheryl Tubbs
1905 Business Center Drive
San Bernardino, CA 92408

RE: BIOLOGICAL RESOURCES ASSESSMENT LETTER REPORT FOR THE HILTON DRIVE INDUSTRIAL PROJECT IN THE CITY OF FONTANA, SAN BERNARDINO COUNTY, CALIFORNIA

Dear Ms. Tubbs,

Jennings Environmental was retained by Lilburn Corporation (Lilburn) to conduct a Biological Resources Assessment of the proposed Hilton Drive Industrial Project (Project). The survey identified vegetation communities, the potential for the occurrence of special status species, or habitats that could support special status wildlife species, and recorded all plants and animals observed or detected within the Project boundary. This biological resources assessment is designed to address the potential effects of the proposed project on designated critical habitats and/or any species currently listed or formally proposed for listing as endangered or threatened under the federal Endangered Species Act (ESA) and the California Endangered Species Act (CESA) or species designated as sensitive by the California Department of Fish and Wildlife (CDFW) or the California Native Plant Society (CNPS). Information contained in this document is in accordance with accepted scientific and technical standards that are consistent with the requirements of the United States Fish and Wildlife Service (USFWS) and (CDFW).

Project Description and Location

The proposed Project is to develop the 3.37-acre site with two industrial buildings. Both buildings will have office space, warehouse space, and trucking bays. Additional improvements include parking, landscaping, and lighting.

The Project is generally located in Section 2, Township 1 South, Range 6 West, and is depicted in the *Fontana* U.S. Geological Survey's (USGS) 7.5-minute topographic map. More specifically, the project is located within Assessor Parcel Number (APN) 1110-151-03, within the City of Fontana, San Bernardino County, California. The site is bordered by commercial and industrial uses on all sides, with a Southern California Edison office and storage yard to the west.

Methods

Prior to performing the updated field survey, existing documentation relevant to the Project site was reviewed. The most recent records of the California Natural Diversity Database (CNDDB) managed by CDFW (CDFW 2025), the USFWS Critical Habitat Mapper (USFWS 2025), and the California Native

Plant Society's Electronic Inventory (CNPSEI) of Rare and Endangered Vascular Plants of California (CNPS 2024) were reviewed for the following quadrangles containing and surrounding the Project site: *Fontana, Devore, Guasti, and Cucamonga Peak* USGS 7.5-minute quadrangles. The *Devore, Guasti, and Cucamonga Peak* quads were included in this search due to the site's proximity to their borders. These databases contain records of reported occurrences of rare, federal- or state-listed endangered or threatened species, California Species of Concern (SSC), or otherwise special status species or habitats that may occur within or in the immediate vicinity of the Project site.

Jennings biologist, Gene Jennings, conducted the general reconnaissance survey within the Project site to identify the potential for the occurrence of special status species, vegetation communities, or habitats that could support special status wildlife species. The surveys were conducted on foot, throughout the Project site between 0730 and 0830 hours on September 10, 2025. Weather conditions during the survey included temperatures ranging from 62 – 64 degrees Fahrenheit, with cloudy skies, no precipitation, and 0 to 2 miles per hour winds. Photographs of the Project site were taken to document existing conditions and are included in Attachment B.

Results

Habitat and Wildlife

The habitat on-site consists of disturbed ruderal vegetation and bare gravel ground. The site showed signs of previous development, concrete pads. Additionally, the site is highly disturbed, and soils consist of imported fill material, likely from the surrounding developed sites. The site is also being maintained through weed abatement (mowing or weed whacking) as evidenced by the minimal amount of vegetation on-site and dried, broken plant parts. Plant species observed on site are: tumbleweed (*Salsola tragus*), lemon gum (*Corymbia citriodora*), telegraphweed (*Heterotheca grandiflora*), dove weed (*Croton setiger*), Mediterranean mustard (*Hirschfeldia incana*), desert poplar (Populus euphratica), and flatspine burragweed (*Ambrosia acanthicarpa*). None of these plants are documented as rare using the CNPS California Rare Plant Rank (CRPR) of 1 or 2.

Animal species observed or otherwise detected on or in the vicinity of the project site during the surveys included: mourning dove (*Zenaida macroura*), common raven (*Corvus corax*), Anna's hummingbird (*Calypte anna*), house finch (*Haemorhous mexicanus*), and house sparrow (*Passer domesticus*). None of the animal species documented on-site are considered rare, endangered, or threatened.

The Project site is located within a largely developed portion of the City of Fontana. As mentioned above, the site is continually maintained, and portions were previously developed. As such the site offers no habitat for any listed species.

CNDDB Results

According to the CNDDB, CNPSEI, and other relevant literature and databases, 87 sensitive or rare species, 18 of which are listed as threatened or endangered, and 5 sensitive habitats, have been documented in the *Fontana, Devore, Guasti, and Cucamonga Peak* quads. This list of sensitive species and habitats includes any State and/or federally-listed threatened or endangered species, CDFW-designated Species of Special Concern (SSC), and otherwise Special Animals. "Special Animals" is a general term that refers to all of the taxa the CNDDB is interested in tracking, regardless of their legal or protection status. This list is also referred to as the list of "species at risk" or "special status species." The CDFW considers the taxa on this list to be those of greatest conservation need.

An analysis of the likelihood of the occurrence of all CNDDB-sensitive species documented in the *Fontana, Devore, Guasti, and Cucamonga Peak* quads is provided in Table 1, in Attachment C. This analysis takes into account species range as well as documentation within the vicinity of the project area and includes the habitat requirements for each species and the potential for their occurrence on the site, based on required habitat elements and range relative to the current site conditions. According to the databases, no sensitive habitat, including USFWS-designated critical habitat, occurs within or adjacent to the project site.

Designated Critical Habitat and San Bernardino County Biotic Resources Overlay

The site is not located within or adjacent to any USFWS-designated Critical Habitat. No further action is required.

The site is within the identified boundary for burrowing owl on the San Bernardino County Biotic Resources Overlay. See below for findings related to this species, based on the completed habitat assessment.

Special Status Species Background

Burrowing owl (BUOW) {*Athene cunicularia*} [State – Candidate Endangered]

The BUOW is a state and federal SSC. This owl is a mottled, brownish, sand-colored, dove-sized raptor, with large, yellow eyes, a rounded head lacking ear tufts, white eyebrows, and long legs compared to other owl species. It is a ground-dwelling owl typically found in arid prairies, fields, and open areas where vegetation is sparse and low to the ground. The BUOW is heavily dependent upon the presence of mammal burrows, with ground squirrel burrows being a common choice, in its habitat to provide shelter from predators, and inclement weather, and to provide a nesting place. They are also known to make use of human-created structures, such as cement culverts and pipes, for burrows.

BUOW spends a great deal of time standing on dirt mounds at the entrance to a burrow or perched on a fence post or other low-to-the-ground perch from which they hunt for prey. BUOW frequently hunt by hovering in place above the ground and dropping on their prey from above. They feed primarily on insects such as grasshoppers, June beetles, and moths, but will also take small rodents, birds, and reptiles. They are active during the day and night but are considered a crepuscular owl; generally observed in the early morning hours or at twilight. The breeding season for BUOW is February 1 through August 31. Up to 11, but typically 7 to 9, eggs are laid in a burrow, abandoned pipe, or other subterranean hollows where incubation is complete in 28-30 days. Young BUOW fledges in 44 days. The BUOW is considered a migratory species in portions of its range, which includes western North America from Canada to Mexico, and east to Texas and Louisiana. BUOW populations in California are considered to be sedentary or locally migratory.

Throughout its range, the BUOW is vulnerable to habitat loss, predation, vehicular collisions, and destruction of burrow sites, and the poisoning of ground squirrels. BUOW has disappeared from significant portions of their range in the last 15 years. The BUOW is listed under the California Endangered Species Act as a candidate species. The BUOW is a migratory bird protected by the international treaty under the Migratory Bird Treaty Act of 1918 and by State law under the California Fish and Game Code (CDFG Code #3513 & #3503.5).

***Findings**:* The conditions present on-site are not suitable for BUOW. California ground squirrels, a burrow surrogate species, were not observed on-site. No evidence of BUOW was found in the survey area. No burrows of appropriate size, aspect, or shape were located and no BUOW pellets, feathers, or whitewash were found. No burrowing owl individuals were observed. Additionally, the site does not contain friable soils, as evidence of gravel and cobble fill was found on-site. These factors preclude this species from the site. Therefore, no further surveys or mitigation measures are required or recommended.

Conclusions and Recommendations

Based on the literature review and personal observations made in the immediate vicinity, no rare, State and/or federally-listed threatened or endangered species are documented/or expected to occur within the Project site. Additionally, no plant species with the CNPS California Rare Plant Rank (CRPR) of 1 or 2 were observed on-site or documented to occur on-site in the relevant databases. No other sensitive species were observed within the project area or buffer area.

The Project Site is highly disturbed. The habitat on-site is ruderal/disturbed vegetation with gravel surfaces. The site offers no suitable habitat for any rare sensitive species including listed species. Therefore, no further surveys are required.

Nesting Birds

Although the site is highly disturbed, there is some habitat within the Project site and adjacent area that is suitable for nesting birds in general. In general, the following condition of approval should be implemented prior to construction.

> Nesting bird season generally extends from February 1 through September 15 in southern California and specifically, March 15 through August 31 for migratory passerine birds. To avoid impacts to nesting birds (common and special status) during the nesting season, a qualified Avian Biologist will conduct pre-construction Nesting Bird Surveys (NBS) prior to Project-related disturbance to nestable vegetation to identify any active nests. If no active nests are found, no further action will be required. If an active nest is found, the biologist will set appropriate no-work buffers around the nest which will be based on the nesting species, its sensitivity to disturbance, nesting stage, and expected types, intensity, and duration of the disturbance. The nests and buffer zones shall be field-checked weekly by a qualified biological monitor. The approved no-work buffer zone shall be clearly marked in the field, within which no disturbance activity shall commence until the qualified biologist has determined the young birds have successfully fledged and the nest is inactive.

Certification

I hereby certify that the statements furnished herein, and in the attached exhibits present data and information required for this analysis to the best of my ability, and the facts, statements, and information presented are true and correct to the best of my knowledge and belief. This report was prepared in accordance with professional requirements and standards. Fieldwork conducted for this assessment was performed by me. I certify that I have not signed a non-disclosure or consultant confidentiality agreement with the project proponent and that I have no financial interest in the project.

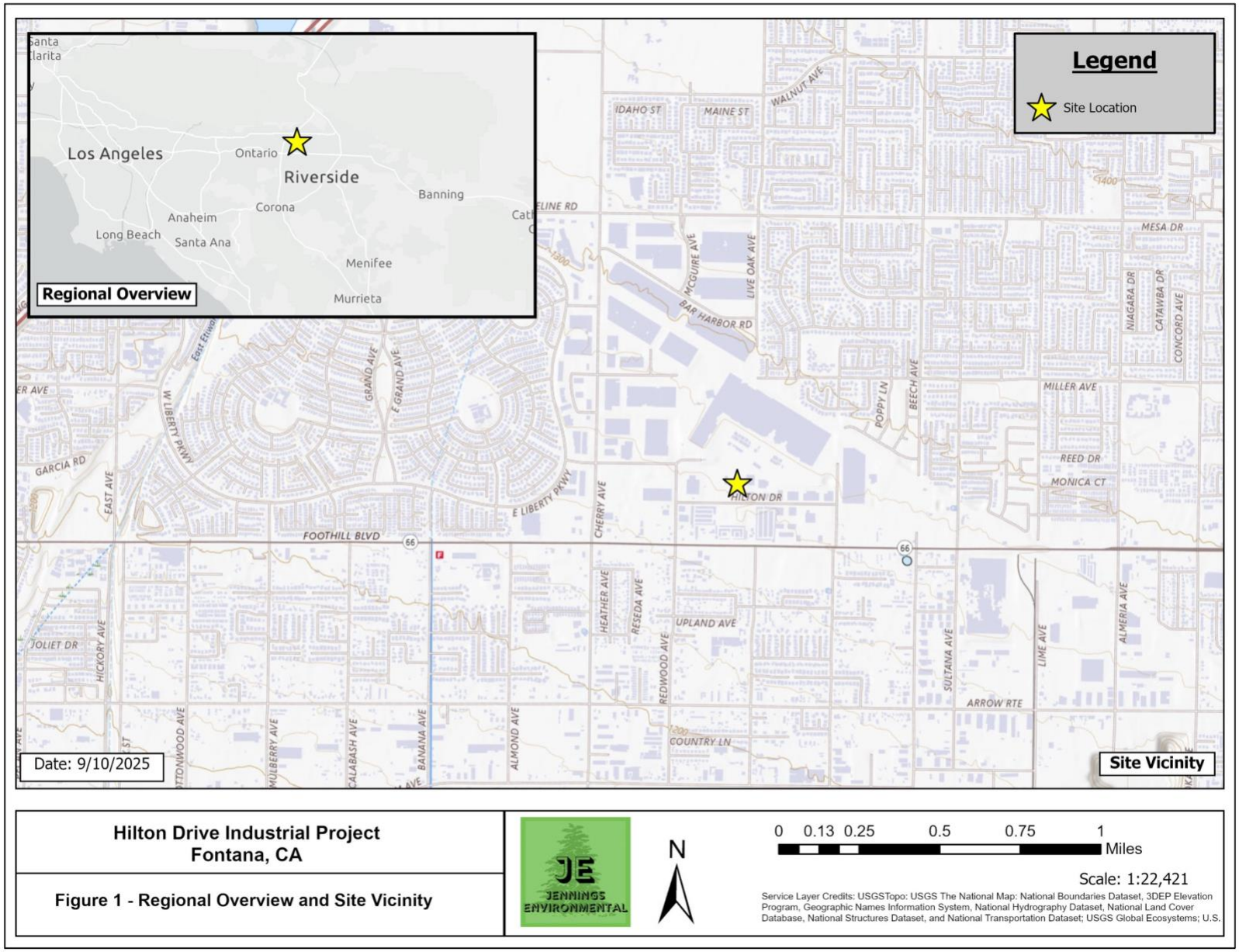
Please do not hesitate to contact me at 909-534-4547 should you have any questions or require further information.
Sincerely,

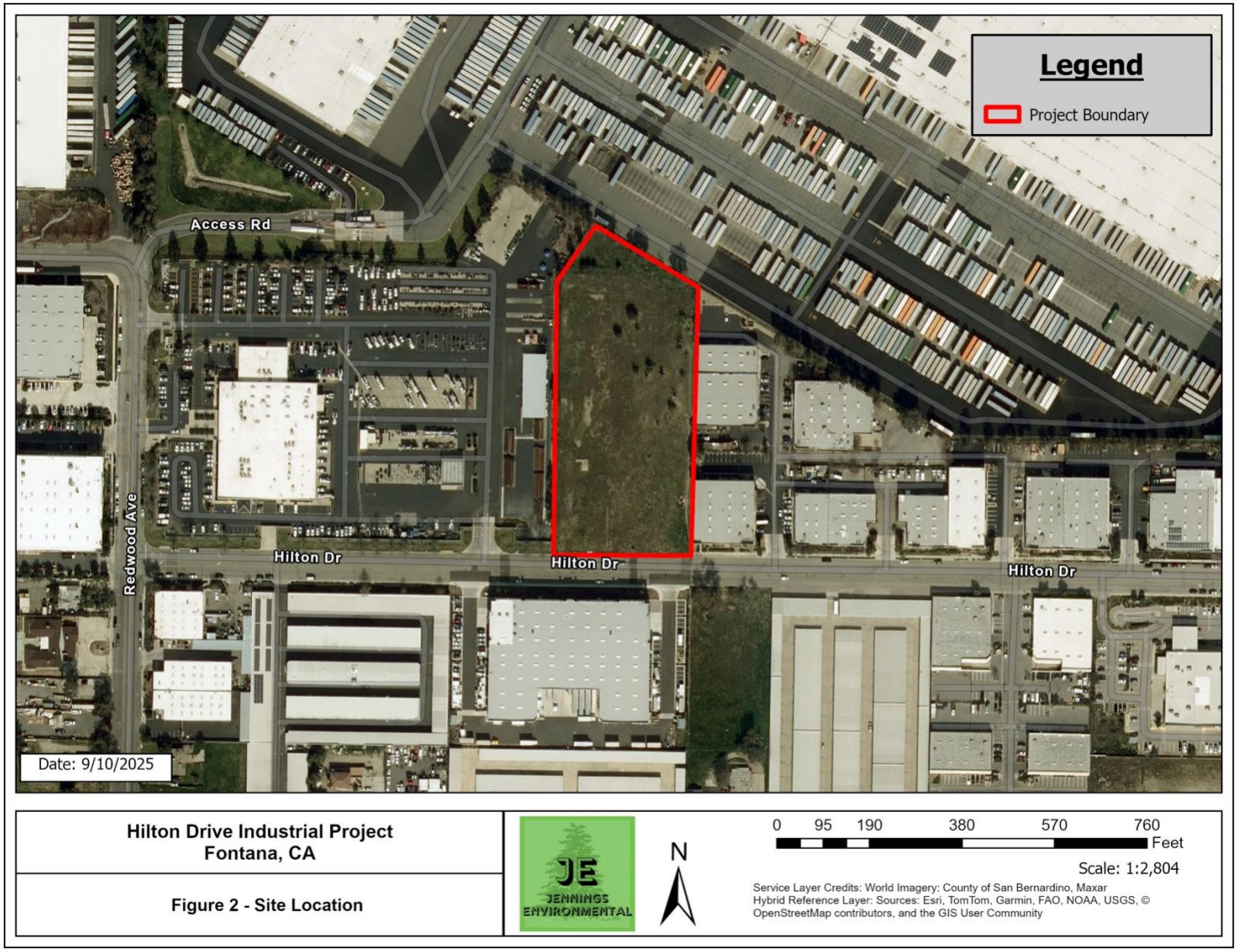
Gene Jennings
Principal/Regulatory Specialist

Attachments:

Attachment A – Figures
Attachment B – Site Photos
Attachment C – Table 1

Attachment A - Figures


Legend
Site Location
Regional Overview
Los Angeles
Ontario
Riverside
Banning
Corona
Anaheim
Long Beach
Santa Ana
Menifee
Murrieta
Site Vicinity
Date: 9/10/2025
IDAHO ST
MAINE ST
WALNUT AVE
MESA DR
MCGUIRE AVE
LIVE OAK AVE
BAR HARBOR RD
NIAGARA DR
CATAWBA DR
CONCORD AVE
MILLER AVE
REED DR
MONICA CT
POPPY LN
BEECH AVE
GRAND AVE
E GRAND AVE
GARCIA RD
EAST AVE
E LIBERTY PKWY
CHERRY AVE
HILTON DR
FOOTHILL BLVD
HEATHER AVE
RESEDA AVE
UPLAND AVE
REDWOOD AVE
SULTANA AVE
LIME AVE
ALMERIA AVE
ARROW RTE
COUNTRY LN
JOLIET DR
HICKORY AVE
MULBERRY AVE
CALABASH AVE
BANANA AVE
ALMOND AVE
Hilton Drive Industrial Project
Fontana, CA
Figure 1 - Regional Overview and Site Vicinity
JE
JENNINGS ENVIRONMENTAL
N
0 0.13 0.25 0.5 0.75 1
Miles
Scale: 1:22,421
Service Layer Credits: USGSTopo: USGS The National Map: National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset, and National Transportation Dataset; USGS Global Ecosystems; U.S.


Legend
Project Boundary
Access Rd
Redwood Ave
Hilton Dr
Hilton Dr
Hilton Dr
Date: 9/10/2025
Hilton Drive Industrial Project
Fontana, CA
Figure 2 - Site Location
JE
JENNINGS ENVIRONMENTAL
N
0 95 190 380 570 760
Feet
Scale: 1:2,804
Service Layer Credits: World Imagery: County of San Bernardino, Maxar
Hybrid Reference Layer: Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Attachment B - Photos

	Photo 1 – Southwest corner of Project site, facing northeast.
	Photo 2 – Center of western edge of Project site, facing east.

	Photo 3 – Center of eastern edge of Project site, facing west.
	Photo 4 – Center of eastern edge of Project site, facing northwest.

Attachment C – Table 1

Scientific Name	Common Name	Federal/State Status	Other Status	Habitat	Potential to Occur
Agelaius tricolor	tricolored blackbird	None, Threatened	G1G2, S2, CDFW-SSC	Highly colonial species, most numerous in Central Valley and vicinity. Largely endemic to California. Requires open water, protected nesting substrate, and foraging area with insect prey within a few km of the colony.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Ambrosia monogyra	singlewhorl burrobrush	None, None	G5, S2, 2B.2	Chaparral, Sonoran desert scrub. Sandy soils. 5-475 m.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Anniella stebbinsi	Southern California legless lizard	None, None	G3, S3, CDFW-SSC	Generally south of the Transverse Range, extending to northwestern Baja California. Occurs in sandy or loose loamy soils under sparse vegetation. Disjunct populations in the Tehachapi and Piute Mountains in Kern County. Variety of habitats; generally in moist, loose soil. They prefer soils with a high moisture content.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Arctostaphylos glandulosa ssp. gabrielensis	San Gabriel manzanita	None, None	G5T3, S3, 1B.2	Chaparral. Rocky outcrops; can be dominant shrub where it occurs. 960-2015 m.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.

Scientific Name	Common Name	Federal/State Status	Other Status	Habitat	Potential to Occur
Arenaria paludicola	marsh sandwort	Endangered, Endangered	G1, S1, 1B.1	Marshes and swamps. Growing up through dense mats of Typha, Juncus, Scirpus, etc. in freshwater marsh. Sandy soil. 3-170 m.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Arizona elegans occidentalis	California glossy snake	None, None	G5T2, S2, CDFW-SSC	Patchily distributed from the eastern portion of San Francisco Bay, southern San Joaquin Valley, and the Coast, Transverse, and Peninsular ranges, south to Baja California. Generalist reported from a range of scrub and grassland habitats, often with loose or sandy soils.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Artemisiospiza belli belli	Bell's sparrow	None, None	G5T2T3, S3, CDFW-WL	Nests in chaparral dominated by fairly dense stands of chamise. Found in coastal sage scrub in south of range. Nest located on the ground beneath a shrub or in a shrub 6-18 inches above ground. Territories about 50 yds apart.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Asplenium vespertinum	western spleenwort	None, None	G3?, S4, 4.2	Chaparral, Cismontane woodland, Coastal scrub	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.

Scientific Name	Common Name	Federal/State Status	Other Status	Habitat	Potential to Occur
Athene cunicularia	burrowing owl	None, Candidate Endangered	G4, S2, CDFW-SSC	Open, dry annual or perennial grasslands, deserts, and scrublands characterized by low-growing vegetation. Subterranean nester, dependent upon burrowing mammals, most notably, the California ground squirrel.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Batrachoseps gabrieli	San Gabriel slender salamander	None, None	G2G3, S2S3	Known only from the San Gabriel Mtns. Found under rocks, wood, and fern fronds, and on soil at the base of talus slopes. Most active on the surface in winter and early spring.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Bombus crotchii	Crotch's bumble bee	None, Candidate Endangered	G2, S2	Coastal California east to the Sierra-Cascade crest and south into Mexico. Food plant genera include Antirrhinum, Phacelia, Clarkia, Dendromecon, Eschscholzia, and Eriogonum.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Bombus pensylvanicus	American bumble bee	None, None	G3G4, S2	Long-tongued; forages on a wide variety of flowers including vetches (Vicia), clovers (Trifolium), thistles (Cirsium), sunflowers (Helianthus), etc. Nests above ground under long grass or underground. Queens overwinter in rotten wood or underground.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.

Scientific Name	Common Name	Federal/State Status	Other Status	Habitat	Potential to Occur
California Walnut Woodland	California Walnut Woodland	None, None	G2, S2.1	Cismontane woodland	This habitat type is **absent** from the Project site.
Calochortus catalinae	Catalina mariposa lily	None, None	G3G4, S3S4, 4.2	Chaparral, Cismontane woodland, Coastal scrub, Valley and foothill grassland	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Calochortus plummerae	Plummer's mariposa-lily	None, None	G4, S4, 4.2	Coastal scrub, chaparral, valley and foothill grassland, cismontane woodland, lower montane coniferous forest. Occurs on rocky and sandy sites, usually of granitic or alluvial material. Can be very common after fire. 60-2500 m.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Calochortus weedii var. intermedius	intermediate mariposa-lily	None, None	G3G4T3, S3, 1B.2	Coastal scrub, chaparral, valley and foothill grassland. Dry, rocky calcareous slopes and rock outcrops. 60-1575 m.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Catostomus santaanae	Santa Ana sucker	Threatened, None	G1, S1, CDFW-SSC	Endemic to Los Angeles Basin south coastal streams. Habitat generalists, but prefer sand-rubble-boulder bottoms, cool, clear water, and algae.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.

Scientific Name	Common Name	Federal/State Status	Other Status	Habitat	Potential to Occur
Chaetodipus fallax fallax	northwestern San Diego pocket mouse	None, None	G5T3T4, S3S4	Coastal scrub, chaparral, grasslands, sagebrush, etc. in western San Diego, Riverside, San Bernardino, and Los Angeles Counties, inclusive of Orange County. Sandy, herbaceous areas, usually in association with rocks or coarse gravel.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Chaetodipus fallax pallidus	pallid San Diego pocket mouse	None, None	G5T3T4, S3S4	Desert border areas of San Diego, Riverside, San Bernardino, and Los Angeles counties in desert wash, desert scrub, desert succulent scrub, pinyon-juniper, etc. Sandy, herbaceous areas, usually in association with rocks or coarse gravel.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Chloropyron maritimum ssp. maritimum	salt marsh bird's-beak	Endangered, Endangered	G4?T1, S1, 1B.2	Marshes and swamps, coastal dunes. Limited to the higher zones of salt marsh habitat. 0-10 m.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Chorizanthe parryi var. parryi	Parry's spineflower	None, None	G3T2, S2, 1B.1	Coastal scrub, chaparral, cismontane woodland, valley and foothill grassland. Dry slopes and flats; sometimes at interface of 2 vegetation types, such as chaparral and oak woodland. Dry, sandy soils. 90-1220 m.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.

Scientific Name	Common Name	Federal/State Status	Other Status	Habitat	Potential to Occur
Chorizanthe xanti var. leucotheca	white-bracted spineflower	None, None	G4T3, S3, 1B.2	Mojavean desert scrub, pinyon and juniper woodland, coastal scrub (alluvial fans). Sandy or gravelly places. 365-1830 m.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Cicindela tranquebarica viridissima	greenest tiger beetle	None, None	G5T1, S1	Inhabits the woodlands adjacent to the Santa Ana River basin. Usually found in open spots between trees.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Cladium californicum	California saw-grass	None, None	G4, S2, 2B.2	Meadows and seeps, marshes and swamps (alkaline or freshwater). Freshwater or alkaline moist habitats. -40-2150 m.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Claytonia peirsonii ssp. peirsonii	Peirson's spring beauty	None, None	G2G3T2, S2, 1B.2	Upper montane coniferous forest, subalpine coniferous forest. Granitic scree slopes, often with a sandy or fine soil component and granitic cobbles. 1510-2745 m.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Coastal and Valley Freshwater Marsh	Coastal and Valley Freshwater Marsh	None, None	G3, S2.1	Marsh & swamp | Wetland	This habitat type is **absent** from the Project site.
Deinandra paniculata	paniculate tarplant	None, None	G4, S4, 4.2	Coastal scrub, Valley and foothill grassland, Vernal pools	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.

Scientific Name	Common Name	Federal/State Status	Other Status	Habitat	Potential to Occur
Diplacus johnstonii	Johnston's monkeyflower	None, None	G4, S4, 4.3	Lower montane coniferous forest (disturbed areas, gravelly, roadsides, rocky, scree)	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Dipodomys merriami parvus	San Bernardino kangaroo rat	Endangered, Endangered	G5T1, S1, CDFW-SSC	Alluvial scrub vegetation on sandy loam substrates characteristic of alluvial fans and flood plains. Needs early to intermediate seral stages.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Dipodomys stephensi	Stephens' kangaroo rat	Threatened, Threatened	G2, S3	Primarily annual and perennial grasslands, but also occurs in coastal scrub and sagebrush with sparse canopy cover. Prefers buckwheat, chamise, brome grass and filaree. Will burrow into firm soil.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Dodecahema leptoceras	slender-horned spineflower	Endangered, Endangered	G1, S1, 1B.1	Chaparral, cismontane woodland, coastal scrub (alluvial fan sage scrub). Flood deposited terraces and washes; associates include Encelia, Dalea, Lepidospartum, etc. Sandy soils. 200-765 m.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Eriastrum densifolium ssp. sanctorum	Santa Ana River woollystar	Endangered, Endangered	G4T1, S1, 1B.1	Coastal scrub, chaparral. In sandy soils on river floodplains or terraced fluvial deposits. 180-705 m.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.

Scientific Name	Common Name	Federal/State Status	Other Status	Habitat	Potential to Occur
Eriogonum microthecum var. alpinum	alpine slender buckwheat	None, None	G5T3, S3, 4.3	Alpine dwarf scrub, Great Basin scrub	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Eriogonum microthecum var. johnstonii	Johnston's buckwheat	None, None	G5T2, S2, 1B.3	Subalpine coniferous forest, upper montane coniferous forest. Slopes and ridges on granite or limestone. 1795-2865 m.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Eriogonum umbellatum var. minus	alpine sulfur-flowered buckwheat	None, None	G5T4, S4, 4.3	Subalpine coniferous forest, Upper montane coniferous forest	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Eriophyllum lanatum var. obovatum	southern Sierra woolly sunflower	None, None	G5T4, S4, 4.3	Lower montane coniferous forest, Upper montane coniferous forest	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Eugnosta busckana	Busck's gallmoth	None, None	G1G3, S2S3	Coastal southern California. Tiny micro-moth (1 cm) with larva forming galls on host plant Encelia californica (California brittlebush). Adult flight period is during winter, generally from November to February, and have been reported at UV lights and porch lights.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.

Scientific Name	Common Name	Federal/State Status	Other Status	Habitat	Potential to Occur
Eumops perotis californicus	western mastiff bat	None, None	G4G5T4, S3S4, CDFW-SSC	Many open, semi-arid to arid habitats, including conifer and deciduous woodlands, coastal scrub, grasslands, chaparral, etc. Roosts in crevices in cliff faces, high buildings, trees and tunnels.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Fritillaria pinetorum	pine fritillary	None, None	G4, S4, 4.3	Chaparral, Lower montane coniferous forest, Pinyon and juniper woodland, Subalpine coniferous forest, Upper montane coniferous forest	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Galium angustifolium ssp. gabrielense	San Antonio Canyon bedstraw	None, None	G5T3, S3, 4.3	Chaparral, Lower montane coniferous forest	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Galium jepsonii	Jepson's bedstraw	None, None	G3, S3, 4.3	Lower montane coniferous forest, Upper montane coniferous forest	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Galium johnstonii	Johnston's bedstraw	None, None	G4, S4, 4.3	Chaparral, Lower montane coniferous forest, Pinyon and juniper woodland, Riparian woodland	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.

Scientific Name	Common Name	Federal/State Status	Other Status	Habitat	Potential to Occur
Gila orcuttii	arroyo chub	None, None	G1, S2, CDFW-SSC	Native to streams from Malibu Creek to San Luis Rey River basin. Introduced into streams in Santa Clara, Ventura, Santa Ynez, Mojave and San Diego river basins. Slow water stream sections with mud or sand bottoms. Feeds heavily on aquatic vegetation and associated invertebrates.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Heuchera caespitosa	urn-flowered alumroot	None, None	G3, S3, 4.3	Cismontane woodland, Lower montane coniferous forest, Riparian forest (montane), Upper montane coniferous forest	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Horkelia cuneata var. puberula	mesa horkelia	None, None	G4T1, S1, 1B.1	Chaparral, cismontane woodland, coastal scrub. Sandy or gravelly sites. 15-1645 m.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Juglans californica	Southern California black walnut	None, None	G4, S4, 4.2	Chaparral, Cismontane woodland, Coastal scrub, Riparian woodland	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Juncus duranii	Duran's rush	None, None	G3, S3, 4.3	Lower montane coniferous forest, Meadows and seeps, Upper montane coniferous forest	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.

Scientific Name	Common Name	Federal/State Status	Other Status	Habitat	Potential to Occur
Lasiurus xanthinus	western yellow bat	None, None	G4G5, S3, CDFW-SSC	Found in valley foothill riparian, desert riparian, desert wash, and palm oasis habitats. Roosts in trees, particularly palms. Forages over water and among trees.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Laterallus jamaicensis coturniculus	California black rail	None, Threatened	G3T1, S2, CDFW-FP	Inhabits freshwater marshes, wet meadows and shallow margins of saltwater marshes bordering larger bays. Needs water depths of about 1 inch that do not fluctuate during the year and dense vegetation for nesting habitat.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Lepechinia fragrans	fragrant pitcher sage	None, None	G3, S3, 4.2	Chaparral	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Lepidium virginicum var. robinsonii	Robinson's pepper-grass	None, None	G5T3, S3, 4.3	Chaparral, coastal scrub. Dry soils, shrubland. 4-1435 m.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Lepus californicus bennettii	San Diego black-tailed jackrabbit	None, None	G5T3T4, S3S4	Intermediate canopy stages of shrub habitats and open shrub / herbaceous and tree / herbaceous edges. Coastal sage scrub habitats in Southern California.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.

Scientific Name	Common Name	Federal/State Status	Other Status	Habitat	Potential to Occur
Lilium humboldtii ssp. ocellatum	ocellated Humboldt lily	None, None	G4T4?, S4?, 4.2	Chaparral, Cismontane woodland, Coastal scrub, Lower montane coniferous forest, Riparian woodland	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Lilium parryi	lemon lily	None, None	G3, S3, 1B.2	Lower montane coniferous forest, meadows and seeps, riparian forest, upper montane coniferous forest. Wet, mountainous terrain; generally in forested areas; on shady edges of streams, in open boggy meadows and seeps. 625-2930 m.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Linanthus concinnus	San Gabriel linanthus	None, None	G2, S2, 1B.2	Lower montane coniferous forest, upper montane coniferous forest, chaparral. Dry rocky slopes, often in Jeffrey pine/canyon oak forest. 1310-2560 m.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Lycium parishii	Parish's desert-thorn	None, None	G4, S1, 2B.3	Coastal scrub, Sonoran desert scrub. -3-570 m.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Malacothamnus parishii	Parish's bushmallow	None, None	GXQ, SX, 1A	Chaparral, coastal sage scrub. In a wash. 305-455 m.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.

Scientific Name	Common Name	Federal/State Status	Other Status	Habitat	Potential to Occur
Monardella australis ssp. jokerstii	Jokerst's monardella	None, None	G4T1?, S1?, 1B.1	Lower montane coniferous forest, chapparal. Steep scree or talus slopes between breccia. Secondary alluvial benches along drainages and washes. 210-1740 m.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Monardella pringlei	Pringle's monardella	None, None	GX, SX, 1A	Coastal scrub. Sandy hills. 300-400 m.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Monardella saxicola	rock monardella	None, None	G3, S3, 4.2	Chaparral, Closed-cone coniferous forest, Lower montane coniferous forest	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Muhlenbergia californica	California muhly	None, None	G4, S4, 4.3	Coastal scrub, chaparral, lower montane coniferous forest, meadows and seeps. Usually found near streams or seeps. 100-2000 m.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Muhlenbergia utilis	aparejo grass	None, None	G4, S2S3, 2B.2	Meadows and seeps, marshes and swamps, chaparral, coastal scrub, cismontane woodland. Sometimes alkaline, sometimes serpentinite. 25-2325 m.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.

Scientific Name	Common Name	Federal/State Status	Other Status	Habitat	Potential to Occur
Navarretia prostrata	prostrate vernal pool navarretia	None, None	G2, S2, 1B.2	Coastal scrub, valley and foothill grassland, vernal pools, meadows and seeps. Alkaline soils in grassland, or in vernal pools. Mesic, alkaline sites. 3-1235 m.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Neolarra alba	white cuckoo bee	None, None	GH, SH	Known only from localities in Southern California. Cleptoparasitic in the nests of perdita bees.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Neotoma lepida intermedia	San Diego desert woodrat	None, None	G5T3T4, S3S4, CDFW-SSC	Coastal scrub of Southern California from San Diego County to San Luis Obispo County. Moderate to dense canopies preferred. They are particularly abundant in rock outcrops, rocky cliffs, and slopes.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Nyctinomops femorosaccus	pocketed free-tailed bat	None, None	G5, S3, CDFW-SSC	Variety of arid areas in Southern California; pine-juniper woodlands, desert scrub, palm oasis, desert wash, desert riparian, etc. Rocky areas with high cliffs.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.

Scientific Name	Common Name	Federal/State Status	Other Status	Habitat	Potential to Occur
Oncorhynchus mykiss irideus pop. 10	steelhead - southern California DPS	Endangered, Candidate Endangered	G5T1Q, S1,	Federal listing refers to populations from Santa Maria River south to southern extent of range (San Mateo Creek in San Diego County). Southern steelhead likely have greater physiological tolerances to warmer water and more variable conditions.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Opuntia basilaris var. brachyclada	short-joint beavertail	None, None	G5T3, S3, 1B.2	Chaparral, Joshua tree woodland, Mojavean desert scrub, pinyon and juniper woodland. Sandy soil or coarse, granitic loam. 425-2015 m.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Oreonana vestita	woolly mountain-parsley	None, None	G3, S3, 1B.3	Subalpine coniferous forest, upper montane coniferous forest, lower montane coniferous forest. High ridges; on scree, talus, or gravel. 800-3370 m.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Ovis canadensis nelsoni	desert bighorn sheep	None, None	G4T3, S3, CDFW-FP	Widely distributed from the White Mtns in Mono Co. to the Chocolate Mts in Imperial Co. Open, rocky, steep areas with available water and herbaceous forage.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.

Scientific Name	Common Name	Federal/State Status	Other Status	Habitat	Potential to Occur
Perognathus longimembris brevinasus	Los Angeles pocket mouse	None, None	G5T2, S1S2, CDFW-SSC	Lower elevation grasslands and coastal sage communities in and around the Los Angeles Basin. Open ground with fine, sandy soils. May not dig extensive burrows, hiding under weeds and dead leaves instead.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Phacelia mohavensis	Mojave phacelia	None, None	G4Q, S4, 4.3	Cismontane woodland, Lower montane coniferous forest, Meadows and seeps, Pinyon and juniper woodland	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Phacelia stellaris	Brand's star phacelia	None, None	G1, S1, 1B.1	Coastal scrub, coastal dunes. Open areas. 3-370 m.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Phrynosoma blainvillii	coast horned lizard	None, None	G4, S4, CDFW-SSC	Frequents a wide variety of habitats, most common in lowlands along sandy washes with scattered low bushes. Open areas for sunning, bushes for cover, patches of loose soil for burial, and abundant supply of ants and other insects.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.

Scientific Name	Common Name	Federal/State Status	Other Status	Habitat	Potential to Occur
Polioptila californica californica	coastal California gnatcatcher	Threatened, None	G4G5T3Q, S2, CDFW-SSC	Obligate, permanent resident of coastal sage scrub below 2500 ft in Southern California. Low, coastal sage scrub in arid washes, on mesas and slopes. Not all areas classified as coastal sage scrub are occupied.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Pseudognaphalium leucocephalum	white rabbit-tobacco	None, None	G4, S2, 2B.2	Riparian woodland, cismontane woodland, coastal scrub, chaparral. Sandy, gravelly sites. 35-515 m.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Quercus durata var. gabrielensis	San Gabriel oak	None, None	G4T3, S3, 4.2	Chaparral, Cismontane woodland	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Rana muscosa	southern mountain yellow-legged frog	Endangered, Endangered	G1, S2, CDFW-WL	Disjunct populations known from southern Sierras (northern DPS) and San Gabriel, San Bernardino, and San Jacinto Mtns (southern DPS). Found at 1,000 to 12,000 ft in lakes and creeks that stem from springs and snowmelt. May overwinter under frozen lakes. Often encountered within a few feet of water. Tadpoles may require 2 - 4 yrs to complete their aquatic development.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.

Scientific Name	Common Name	Federal/State Status	Other Status	Habitat	Potential to Occur
Rhaphiomidas terminatus abdominalis	Delhi Sands flower-loving fly	Endangered, None	G1T1, S1	Found only in areas of the Delhi Sands formation in southwestern San Bernardino and northwestern Riverside counties. Requires fine, sandy soils, often with wholly or partly consolidated dunes and sparse vegetation. Oviposition req. shade.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Rhinichthys gabrielino	Santa Ana speckled dace	Proposed Threatened, None	G5T1, S1, CDFW-SSC	Headwaters of the Santa Ana and San Gabriel rivers. May be extirpated from the Los Angeles River system. Requires permanent flowing streams with summer water temps of 17-20 C. Usually inhabits shallow cobble and gravel riffles.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Riversidian Alluvial Fan Sage Scrub	Riversidian Alluvial Fan Sage Scrub	None, None	G1, S1.1	Coastal scrub	This habitat type is **absent** from the Project site.
Sagittaria sanfordii	Sanford's arrowhead	None, None	G3, S3, 1B.2	Marshes and swamps. In standing or slow-moving freshwater ponds, marshes, and ditches. 0-605 m.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Senecio aphanactis	chaparral ragwort	None, None	G3, S2, 2B.2	Chaparral, cismontane woodland, coastal scrub. Drying alkaline flats. 20-1020 m.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.

Scientific Name	Common Name	Federal/State Status	Other Status	Habitat	Potential to Occur
Senecio astephanus	San Gabriel ragwort	None, None	G3, S3, 4.3	Chaparral, Coastal scrub	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Southern Riparian Forest	Southern Riparian Forest	None, None	G4, S4	Riparian forest	This habitat type is **absent** from the Project site.
Southern Sycamore Alder Riparian Woodland	Southern Sycamore Alder Riparian Woodland	None, None	G4, S4	Riparian woodland	This habitat type is **absent** from the Project site.
Spea hammondii	western spadefoot	Proposed Threatened, None	G2G3, S3S4, CDFW-SSC	Occurs primarily in grassland habitats, but can be found in valley-foothill hardwood woodlands. Vernal pools are essential for breeding and egg-laying.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Sphenopholis obtusata	prairie wedge grass	None, None	G5, S2, 2B.2	Cismontane woodland, meadows and seeps. Open moist sites, along rivers and springs, alkaline desert seeps. 15-2625 m.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Streptanthus bernardinus	Laguna Mountains jewelflower	None, None	G3G4, S3S4, 4.3	Chaparral, lower montane coniferous forest. Clay or decomposed granite soils; sometimes in disturbed areas such as streamsides or roadcuts. 1440-2500 m.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.

Scientific Name	Common Name	Federal/State Status	Other Status	Habitat	Potential to Occur
Symphyotrichum defoliatum	San Bernardino aster	None, None	G2, S2, 1B.2	Meadows and seeps, cismontane woodland, coastal scrub, lower montane coniferous forest, marshes and swamps, valley and foothill grassland. Vernally mesic grassland or near ditches, streams and springs; disturbed areas. 3-2045 m.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Thamnophis hammondii	two-striped gartersnake	None, None	G4, S3S4, CDFW-SSC	Coastal California from vicinity of Salinas to northwest Baja California. From sea to about 7,000 ft elevation. Highly aquatic, found in or near permanent fresh water. Often along streams with rocky beds and riparian growth.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Viola pinetorum ssp. grisea	grey-leaved violet	None, None	G4G5T3, S3, 1B.2	Subalpine coniferous forest, upper montane coniferous forest, meadows and seeps. Dry mountain peaks and slopes. 1580-3700 m.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.
Vireo bellii pusillus	least Bell's vireo	Endangered, Endangered	G5T2, S3	Summer resident of Southern California in low riparian in vicinity of water or in dry river bottoms; below 2000 ft. Nests placed along margins of bushes or on twigs projecting into pathways, usually willow, Baccharis, mesquite.	Suitable habitat for this species does not occur on site. As such, this species is considered **absent** from the Project site.

Coding and Terms

E = Endangered T = Threatened C = Candidate FP = Fully Protected WL = Watch List SSC = Species of Special Concern R = Rare

State Species of Special Concern: An administrative designation given to vertebrate species that appear to be vulnerable to extinction because of declining populations, limited acreages, and/or continuing threats. Raptor and owls are protected under section 3502.5 of the California Fish and Game code: "It is unlawful to take, possess or destroy any birds in the orders Falconiformes or Strigiformes or to take, possess or destroy the nest or eggs of any such bird."

State Fully Protected: The classification of Fully Protected was the State's initial effort in the 1960's to identify and provide additional protection to those animals that were rare or faced possible extinction. Lists were created for fish, mammals, amphibians and reptiles. Fully Protected species may not be taken or possessed at any time and no licenses or permits may be issued for their take except for collecting these species for necessary scientific research and relocation of the bird species for the protection of livestock.

Global Rankings (Species or Natural Community Level):

G1 = Critically Imperiled – At very high risk of extinction due to extreme rarity (often 5 or fewer populations), very steep declines, or other factors.
G2 = Imperiled – At high risk of extinction due to very restricted range, very few populations (often 20 or fewer), steep declines, or other factors.
G3 = Vulnerable – At moderate risk of extinction due to a restricted range, relatively few populations (often 80 or fewer), recent and widespread declines, or other factors.
G4 = Apparently Secure – Uncommon but not rare; some cause for long-term concern due to declines or other factors.
G5 = Secure – Common; widespread and abundant.
? = Uncertainty in the exact status of an element (could move up or down one direction from current rank)

Subspecies Level: Taxa which are subspecies or varieties receive a taxon rank (T-rank**)** attached to their G-rank. Where the G-rank reflects the condition of the entire species, the T-rank reflects the global situation of just the subspecies. For example: the Point Reyes mountain beaver, *Aplodontia rufa* ssp. *phaea* is ranked G5T2. The G-rank refers to the whole species range i.e., *Aplodontia rufa*. The T-rank refers only to the global condition of ssp. *phaea*.

State Ranking:

S1 = Critically Imperiled – Critically imperiled in the State because of extreme rarity (often 5 or fewer populations) or because of factor(s) such as very steep declines making it especially vulnerable to extirpation from the State.
S2 = Imperiled – Imperiled in the State because of rarity due to very restricted range, very few populations (often 20 or fewer), steep declines, or other factors making it very vulnerable to extirpation from the State.
S3 = Vulnerable – Vulnerable in the State due to a restricted range, relatively few populations (often 80 or fewer), recent and widespread declines, or other factors making it vulnerable to extirpation from the State.
S4 = Apparently Secure – Uncommon but not rare in the State; some cause for long-term concern due to declines or other factors.
S5 = Secure – Common, widespread, and abundant in the State.

California Rare Plant Rankings (CNPS List):

1A = Plants presumed extirpated in California and either rare or extinct elsewhere.
1B = Plants rare, threatened, or endangered in California and elsewhere.
2A = Plants presumed extirpated in California, but common elsewhere.
2B = Plants rare, threatened, or endangered in California, but more common elsewhere.
3 = Plants about which more information is needed; a review list.
4 = Plants of limited distribution; a watch list.

Threat Ranks:

.1 = Seriously threatened in California (over 80% of occurrences threatened / high degree and immediacy of threat)
.2 = Moderately threatened in California (20-80% occurrences threatened / moderate degree and immediacy of threat)
.3 = Not very threatened in California (less than 20% of occurrences threatened / low degree and immediacy of threat or no current threats known)

APPENDIX B
TRAFFIC MEMORANDUM

TECHNICAL MEMORANDUM

TO: Ms. Cheryl Tubbs | LILBURN CORPORATION

FROM: Perrie Ilercil, Senior Engineer | GANDDINI GROUP, INC.

DATE: December 9, 2025

SUBJECT: Hilton Industrial Facility Project (EST24-00008) Transportation Screening Assessment
GGI Project No. 19866

Ganddini Group, Inc. is pleased to provide this Transportation Screening Assessment for the Hilton Industrial Facility project in the City of Fontana. The purpose of this memorandum is to determine if the preparation of a traffic impact analysis with level of service (LOS) analysis or vehicle miles traveled (VMT) analysis is necessary based on the transportation study guidelines and screening criteria established by the City of Fontana. We trust the findings of this analysis will aid the City of Fontana in assessing the project.

PROJECT DESCRIPTION

The 4.01-acre project site (APN: 1110-151-03) is located on the northside of Hilton Drive approximately 950 feet east of Redwood Avenue in the City of Fontana, California. The project site is currently vacant and zoned industrial in the West End Specific Plan.

The proposed project involves the development of two warehouse buildings with a total of 71,985 square feet. Vehicle access for the project site is proposed via two driveways onto Hilton Drive. The proposed site plan is shown in Attachment A

TRIP GENERATION

Table 1 shows the proposed project trips based on trip generation rates obtained from the Institute of Transportation Engineers (ITE) *Trip Generation Manual* (12th Edition, 2025) for Land Use Code 150 (Warehouse).

Truck Trips

The project industrial trip generation was also calculated in terms of Passenger Car Equivalent (PCE) trips. The percentage of truck trips was obtained from the ITE *Trip Generation Manual* (12th Edition, 2025). The truck mix by axle type was determined based on recommendations for non-cold storage warehouse from the *Warehouse Truck Trip Study Results and Usage*, by South Coast Air Quality Management District, July 17, 2014. Truck trips were converted to PCE trips based on the City of Fontana equivalent factors of 2.0 for 2-axle light-duty trucks, 2.5 for 3-axle medium-duty trucks, and 3.0 for 4+-axle heavy-duty trucks.

Project Trips

As shown in Table 1, the proposed project is forecast to approximately 99 daily vehicle trips, including 9 vehicle trips during the AM peak hour and 11 vehicle trips during the PM peak hour which equates to

approximately 150 daily PCE trips, including 13 PCE trips during the AM peak hour and 15 PCE trips during the PM peak hour.

CRITERIA FOR THE PREPARATION OF TRAFFIC IMPACT ANALYSES

The project has been assessed to determine if the preparation of a traffic impact analysis with level of service (LOS) analysis and vehicle miles traveled (VMT) analysis is necessary based on the criteria established as specified in the *City of Fontana Transportation Impact Analysis (TIA) Guidelines for Vehicle Miles Traveled (VMT) and Level of Service Assessment (LOS) (October 2020)* ["City TIA Guidelines"].

Level of Service Screening Criteria (General Plan Conformity)

As specified in the City TIA Guidelines, the requirement to prepare a transportation impact study with level of service (LOS) analysis should be based on one or more of the following criteria:

- If a project is forecast to exceed the Congestion Management Program (CMP) threshold of 250 two-way peak hour trips, a traffic impact analysis will be required.
- If a project is forecast to generate between 100 and 249 two-way peak hour trips, a traffic impact analysis will be required, but the extent of the analysis will be lesser.
- If a project generated between 50 and 100 two-way peak hour trips, a focused traffic analysis will be required.
- If a project generates less than 50 peak hour trips, a traffic analysis report shall not be required, and a trip generation memo will be considered sufficient unless the City has specific concerns related to project access and interaction with adjacent intersections.

The project would generate and contribute fewer than 50 peak hour trips to any intersection of two streets designated as Collector or higher on the City's General Plan circulation system. The project does not propose any deviation from the City's TIA Guidelines or design standards. Subject to verification by the City Traffic Engineer, the project does not appear to contribute to unique existing or proposed traffic conditions in the project vicinity to warrant further evaluation. Therefore, the project does not warrant the preparation of a transportation impact study with LOS analysis based on the City-established screening criteria and LOS impacts may be presumed to be negligible.

Vehicle Miles Traveled Screening Criteria (CEQA)

The vehicle miles traveled (VMT) screening assessment has been prepared in accordance with City TIA Guidelines, which were developed based on guidance from the Office of Planning and Research (OPR) *Technical Advisory on Evaluating Transportation Impacts in CEQA* (State of California, December 2018) ["OPR Technical Advisory"]. In general terms, VMT quantifies the amount and distance of automobile travel attributable to a project or region. The OPR Technical Advisory provides technical considerations regarding methodologies and thresholds with a focus on office, residential, and retail developments as these projects tend to have the greatest influence on VMT.

The City TIA Guidelines identify screening criteria for certain types of projects that typically reduce VMT and may be presumed to result in a less than significant VMT impact. To qualify for VMT screening, the project need only satisfy one of the following screening criteria:

- Projects located within a Transit Priority Area (TPA)
  - Projects located within one-half mile radius of a major transit stop[1] or high-quality transit corridor[2]
- Projects located within a low VMT area
  - Site location can be verified with the web-based or map-based VMT Screening Tool[3]
- Project Type Screening
  - Local-serving retail (less than 50,000 square feet)
  - Projects consisting of land uses which by their nature are local-serving
- Project Net Daily trips less than 500 ADT
  - Projects consisting of land uses which by their nature are local-serving
  - Projects which generate less than net new 500 daily vehicle trips (ADT)

TPA Screening

Projects located within a TPA, defined as within one-half mile of a major transit stop or high-quality transit corridor, may be presumed to result in a less than significant VMT impact absent substantial evidence to the contrary. The City TIA Guidelines note that this screening criteria may not apply if the project has a floor area ratio (FAR) less than 0.75, the project provides more parking than required by the city, the project is inconsistent with applicable Sustainable Communities Strategy (SCS), or the project constructs a smaller number of moderate or high-income residential units than the existing number of affordable residential units.

Based on a review of the San Bernardino County Transportation Authority (SBCTA) VMT Screening Tool, the proposed project is located within a TPA, is consistent with SCS and parking standards and does not displace residential units; however, the project is below the FAR threshold of 0.75. Therefore, the TPA screening criteria is not met.

Low VMT Area Screening

As prescribed in the City TIA Guidelines, the SBCTA VMT Screening Tool was used to assess low VMT area screening for the project. The VMT Screening Tool was developed using the County travel forecasting model to measure VMT performance for individual jurisdictions and for individual traffic analysis zones (TAZs) within the County transportation region. TAZs are geographic polygons similar to census block groups used to represent areas of homogenous travel behavior. Total daily VMT per service population was estimated for each TAZ. This presumption may not be appropriate if the project land uses would alter the existing built environment in such a way as to increase the rate or length of vehicle trips.

Based on the VMT Screening Tool results for the project site, located within TAZ 53716401, the baseline year (2025) VMT per service population for the project TAZ is equal to 53.3 VMT per service population, which is not less than the City-established threshold based on 15 percent below the San Bernardino County regional average baseline (39.0 VMT). Therefore, the project does not satisfy the City-established screening criteria for projects located in a low VMT area.

[1] A major transit stop is defined as an existing rail transit station, ferry terminal with bus or rail service, or the intersection of two or more major bus routes with 20-minute or less headways during the peak commute hours (Pub. Resources Code, § 21064.3 and AB2553).

[2] Fixed route bus service with less than 15-minute headways during the peak commute hours (Pub. Resources Code, § 21155).

[3] The SBCTA VMT Screening Tool was developed from the San Bernardino Transportation Analysis Model (SBTAM) travel forecasting model to measure VMT performance for individual jurisdictions and for individual traffic analysis zones (TAZs).

Project Type Screening

The City TIA Guidelines identify the several types of projects that may be presumed to have a less than significant VMT impact as they are local serving and thus can be expected to reduce VMT or they are small enough to have a negligible impact:

- Projects consisting of local serving retail (less than 50,000)
  - Supermarket
  - Restaurant/café/bar
  - Coffee/donut shop
  - Dry cleaners
  - Barbershop
  - Hair/nails salon
  - Walk-in medical clinic
  - Urgent care
  - Auto repair/tire shop
  - Gyms/health club
  - Dance/yoga/fitness/material arts studio

- Projects consisting of land uses which by their nature are local-serving
  - Local-serving K-12 schools
  - Local parks
  - Day care centers
  - Local-serving gas stations
  - Local-serving banks
  - Local-serving hotels (e.g., non-destination hotels)
  - Student housing projects on or adjacent to college campuses
  - Local-serving assembly uses (places of worship, community organizations)
  - Community institutions (public libraries, fires stations, local government)
  - Local-serving community colleges that are consistent with the assumptions noted in the RTP/SCS
  - Affordable or supportive housing
  - Assisted living facilities
  - Senior housing (as defined by HUD)

The project does not consist of any of the specified local land use services; therefore, the proposed project does not satisfy the City-established screening criteria for local essential service projects.

Projects with net daily trips less than 500 ADT

Based on a review of greenhouse emissions produced by several types of projects, the City determined that 500 trips would not to cause a less than significant impact under CEQA.:

- Projects generating with less than 500[4] daily vehicle trips (ADT)
  - Single family residential – 52 Dwelling Units or fewer
  - Multi-family residential – 68 Dwelling Units or fewer
  - General Office – 51,000 square feet of less
  - Light Industrial – 100,000 square feet or less

[4] This threshold was determined not to exceed 3.000MTCO2e per year as outlined in Appendix B of the City TIA Guidelines.

- Warehousing – 287,000 square feet or less
- High-Cube Fulfillment Center Warehouse – 357,000 square feet or less

The project consists of 71,985 square feet of warehouse which generates less than 500 daily trips. Therefore, this screening criteria is met, and the project may be presumed to result in a less than significant VMT impact.

ACTIVE TRANSPORTATION AND PUBLIC TRANSIT ANALYSIS

Existing Conditions

The project site is located on the north side of Hilton Drive approximately 950 feet east of Redwood Avenue. The City of Fontana *General Plan Community Mobility and Circulation Element approved and adopted July 23, 2023*; shows Hilton Drive is classified as a Collector Street (2+ lanes on up to an 80-foot roadway section). On-street parking is not restricted along the project frontage. There are no designated bike facilities currently on Hilton Drive; however, there is an existing Class I bike trail north of the site along the Pacific Electric Trail, and there are proposed Class II bike lanes on Foothill Avenue south of the project site and Cherry Avenue west of the project site. Sidewalks are not currently provided along the project frontage; however, there are existing sidewalks to the east and south of the project site. There are no designated transit routes on Hilton Drive; however, Route 66 runs along Foothill Boulevard south of the project site.

Project Conditions

This analysis also assumes the project shall comply with the following conditions as part of the City of Fontana standard development review process to ensure adequate geometric design and emergency access:

- Site-adjacent roadways shall be constructed or repaired at their ultimate half-section width, including landscaping and parkway improvements in conjunction with development, or as otherwise required by the City of Fontana.

- All on-site and off-site roadway design, signing/striping, and traffic control improvements relating to the proposed project shall be submitted to the City for review and constructed following applicable State/Federal engineering standards to the satisfaction of the City of Fontana.

- The final grading, landscaping, and street improvement plans shall demonstrate that applicable sight distance requirements are met.

- The project shall comply with the City of Fontana municipal parking requirements which will be reviewed as a part of the standard development review process.

- Final project plans shall demonstrate adequate emergency vehicle access and circulation to the satisfaction of the City of Fontana Public Works and Fire Departments.

- A construction worksite traffic control plan shall comply with applicable engineering standards outlined in the California *Manual of Uniform Traffic Control Devices* and shall be submitted to the City for review and approval before the issuance of a grading permit or start of construction. The plan shall identify any roadway, sidewalk, bike route, or bus stop closures and detours as well as haul routes and hours of operation. All construction-related trips shall be restricted to off-peak hours to the extent possible.

The project does not propose any post-construction changes to off-site roadways; therefore, the project

would not conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities. Additionally, the proposed project would be consistent with the City's *Active Transportation Plan* by providing a sidewalk along the project's frontage for greater pedestrian connectivity.

CONCLUSION

The proposed project is forecast to generate approximately 150 daily PCE trips, including 13 PCE trips during the AM peak hour and 15 PCE trips during the PM peak hour.

The proposed project satisfies the City-established LOS screening criteria for projects generating fewer than 50 peak hour trips. Therefore, the proposed project does not warrant the preparation of a transportation impact study with LOS analysis based on the City-established LOS screening criteria.

The proposed project satisfies the City-established vehicle miles traveled (VMT) screening criteria for projects generating less than 500 daily trips. Therefore, preparation of a transportation impact study with VMT analysis is not warranted, and the project may be presumed to result in a less than significant VMT impact.

It has been a pleasure to assist you with this project. Should you have any questions or comments, please contact Perrie Ilercil at (714) 795-3100 ext. 103 or perrie@ganddini.com.

Table 1
Project Trip Generation

Land Use: Warehouse
Size: 71.985 TSF

TRIP GENERATION RATES PER TSF[1]								
Vehicle Type	Source[2]	AM Peak Hour			PM Peak Hour			Daily Rate
		In	Out	Rate	In	Out	Rate	
All Vehicles	ITE 150	77%	23%	0.120	28%	72%	0.150	1.380
Trucks Only	ITE 150	52%	48%	0.020	53%	47%	0.020	0.430
Passenger Car (83.3% AM, 86.7% PM, 68.8% Daily)		0.077	0.023	0.100	0.036	0.094	0.130	0.950
Truck (16.7% AM, 13.3% PM, 31.2% Daily)		0.010	0.010	0.020	0.011	0.009	0.020	0.430
Truck Mix:	SCAQMD							
2-Axle Trucks (16.7%)		0.002	0.002	0.004	0.002	0.002	0.004	0.072
3-Axle Trucks (20.7%)		0.002	0.002	0.004	0.002	0.002	0.004	0.089
4+ Axle Trucks (62.6%)		0.007	0.006	0.013	0.007	0.006	0.013	0.269

VEHICLE TRIPS GENERATED							
Vehicle Type	AM Peak Hour			PM Peak Hour			Daily
	In	Out	Total	In	Out	Total	
Passenger Car	6	2	8	3	7	10	68
Trucks							
2-Axle Trucks	0.1	0.2	0.3	0.2	0.1	0.3	5
3-Axle Trucks	0.1	0.2	0.3	0.2	0.1	0.3	6
4+ Axle Trucks	0.5	0.4	0.9	0.5	0.4	0.9	19
Subtotal	1	0	1	0	1	1	31
Total Vehicle Trips Generated	**7**	**2**	**9**	**3**	**8**	**11**	**99**

PCE[3] TRIPS GENERATED								
Vehicle Type	PCE Factor[4]	AM Peak Hour			PM Peak Hour			Daily
		In	Out	Total	In	Out	Total	
Passenger Car	1.0	6	2	8	3	7	10	68
Trucks								
2-Axle Trucks	2.0	0	1	1	0	1	1	10
3-Axle Trucks	2.5	0	1	1	1	0	1	15
4+ Axle Trucks	3.0	2	1	3	2	1	3	57
Subtotal		2	3	5	3	2	5	82
Total PCE Trips Generated		**8**	**5**	**13**	**6**	**9**	**15**	**150**

Notes:
1. TSF = Thousand Square Feet
2. ITE = Institute of Transportation Engineers *Trip Generation Manual* (12th Edition, 2025); ### = ITE Land Use Code.
   SCAQMD = South Coast Air Quality Management District recommendations for non-cold storage high-cube warehouse.
3. PCE = Passenger Car Equivalent
4. PCE = passenger car equivalent. PCE factors are based on the City of Fontana Traffic Impact Analysis (TIA) Guidelines for Vehicle Miles Traveled (VMT) and Level of Service Assessment (LOS) (October 2020), "Analysis Process Section"

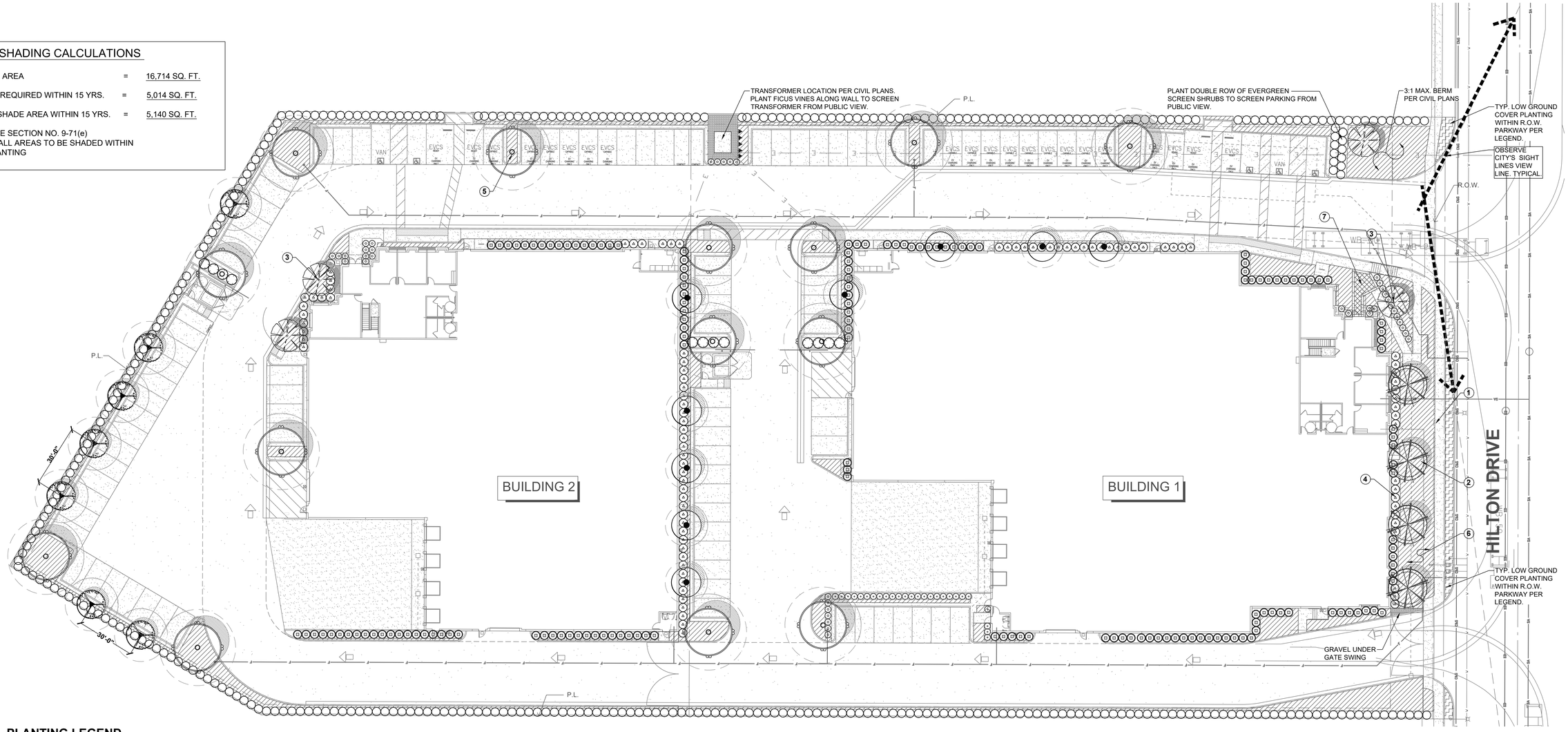
ATTACHMENT A

SITE PLAN

PARKING LOT SHADING CALCULATIONS

TOTAL PARKING LOT AREA	=	16,714 SQ. FT.
TOTAL SHADE AREA REQUIRED WITHIN 15 YRS.	=	5,014 SQ. FT.
TOTAL PROJECTED SHADE AREA WITHIN 15 YRS.	=	5,140 SQ. FT.

PER MUNICIPAL CODE SECTION NO. 9-71(e)
30% OF PARKING STALL AREAS TO BE SHADED WITHIN 15 YEARS AFTER PLANTING



PLANTING LEGEND

TREES

SYMBOL	TREE NAME	QTY.	WUCOLS
	*NEW STREET TREE ALONG HILTON DRIVE PODOCARPUS GRACILIOR, FERN PINE 24" BOX SIZE.	4	L
	SMALL ACCENT TREE LAGERSTROEMIA I. 'WATERMELON RED', CRAPE MYRTLE 24" BOX SIZE.	4	L
	NEW PARKING LOT SHADE TREE ULMUS PARVIFOLIA 'TRUE GREEN', EVERGREEN ELM 24" BOX SIZE.	14	L
	VERTICAL TREE ALONG BUILDING/ SECONDARY PARKING LOT TREE TRISTANIA LAURINA, WATER GUM TREE 15 GAL. SIZE. ALT: PODOCARPUS GRACILIOR, FERN PINE	9	L
	EVERGREEN SCREEN TREE PINUS ELDARICA, MONDELL PINE 36" BOX SIZE.	7	L

TOTAL # OF TREES = 38 TREES

*NOTE: PROPOSED STREET TREES SHALL BE CONSISTANT WITH EXISTING TREES ALONG HILTON DR. TO BE CONFIRMED IN THE FIELD.

VINE

SYMBOL	VINE NAME	QTY.	WUCOLS
▶	FICUS PUMILA, CREEPING FIG 5 GAL. SIZE @ 3'-0" O.C.	5	L

	SHRUBS SHRUBS SHALL BE CHOSEN FROM THE FOLLOWING LIST:	WUCOLS
	XYLOSMA CONGESTUM, SHINY LEAF XYLOSMA 5 GAL. SIZE	L
	LEUCOPHYLLUM FRUTESCENS, TEXAS RANGER 5 GAL. SIZE	L
	WESTRINGIA FRUTICOSA, COAST ROSEMARY 5 GAL. SIZE	L
	ROSMARINUS 'TUSCAN BLUE', TUSCAN BLUE ROSEMARY 5 GAL. SIZE	L
	BUXUS JAPONICA, JAPANESE BOXWOOD 5 GAL. SIZE	L

	GROUND COVER/SHRUB MASSES GROUND COVER AND SHRUB MASSES SHALL BE CHOSEN FROM THE FOLLOWING LIST:	WUCOLS
	SENECIO MANDRALISCAE, BLUE CHALKSTICKS 1 GAL. SIZE @ 24" O.C.	L
	ROSMARINUS O. 'PROSTRATUS', CREEPING ROSEMARY 1 GAL. SIZE @ 30" O.C.	L
	SALVIA GREGGII, AUTUMN SAGE 1 GAL. SIZE @ 36" O.C.	L
	MUHLENBERGIA RIGENS, DEER GRASS 1 GAL. SIZE @ 42" O.C.	L
	BACCHARIS PILULARIS, COYOTE BUSH 1 GAL. SIZE @ 42" O.C.	L
	TYP. LOW GROUND COVER PLANTING WITH PUBLIC R.O.W. (PARKWAY) SUGGEST LANTANA DWARF YELLOW.	L

DESIGN KEY NOTES:

1. NEW SIDEWALK PER CIVIL DWGS.
2. NEW STREET TREE ALONG HILTON DRIVE (MATCH EXISTING)
3. SMALL ACCENT TREE AT PROJECT FOCAL AREAS PER LEGEND
4. TYP. FOUNDATION SHRUB PER LEGEND
5. BROAD CANOPY PARKING LOT SHADE TREE PER LEGEND
6. DROUGHT TOLERANT GROUND COVER AND SHRUB PLANTING PER LEGEND
7. ENHANCED PAVING AT BUILDING ENTRY. INTEGRAL COLORED CONC.

CONCEPTUAL PLAN NOTE:
THIS IS A CONCEPTUAL LANDSCAPE PLAN. IT IS BASED ON PRELIMINARY INFORMATION WHICH IS NOT FULLY VERIFIED AND MAY BE INCOMPLETE. IT IS MEANT AS A COMPARATIVE AID IN EXAMINING ALTERNATE DEVELOPMENT STRATEGIES AND ANY QUANTITIES INDICATED ARE SUBJECT TO REVISION AS MORE RELIABLE INFORMATION BECOMES AVAILABLE.

IRRIGATION NOTE:
THE PROJECT WILL BE EQUIPPED WITH A LOW FLOW IRRIGATION SYSTEM CONSISTING OF ET WEATHER BASED SMART CONTROLLER, LOW FLOW ROTORS, BUBBLER AND/ OR DRIP SYSTEMS USED THROUGHOUT. THE IRRIGATION WATER EFFICIENCY WILL MEET OR SURPASS THE CURRENT STATE MANDATED AB-1881 WATER ORDINANCE. PER MUNICIPAL CODE SECTION NO. 9-71(d) ALL LANDSCAPING AREAS WILL BE PROPERLY IRRIGATED FOR THE LIFE OF THE FACILITY TO ALLOW FOR PLANTS AND TREES TO MAINTAIN GROWTH.

PLANTING NOTE:
PER MUNICIPAL CODE SECTION NO. 9-71(c) ALL LANDSCAPING WILL BE DROUGHT TOLERANT, AND TO THE EXTENT FEASIBLE, SPECIES WITH LOW BIOGENIC EMISSIONS. PALM TREES WILL NOT BE UTILIZED.

GENERAL NOTES:
- SLOPES GREATER THAN 3:1 SHALL BE STABILIZED WITH EROSION CONTROL GROUND COVER PER LEGEND, AND MULCH MATERIAL WITH 'BINDER' MATERIAL SHALL BE APPLIED FOR EROSION CONTROL.
- ROCK RIP-RAP MATERIAL SHALL BE INSTALLED WHERE DRAIN LINES CONNECT TO INFILTRATION AREAS.
- ALL UTILITY EQUIPMENT SUCH AS BACKFLOW UNITS, TRANSFORMERS, FIRE DETECTOR CHECKS AND FIRE CHECK VALVES WILL BE SCREENED WITH EVERGREEN PLANT MATERIAL ONCE FINAL LOCATIONS HAVE BEEN DETERMINED.

PRELIMINARY WATER USE CALCULATIONS

ETO FOR FONTANA AREA = 55.6

MAWA (210,969 GALLONS) = 55.6 X 0.62 X 0.45 X 19,560
MAWA (ANNUAL GALLONS ALLOWED) =ETO X 0.62 X ETAF X AREA

AVERAGE DAILY IRRIGATION WATER USE = 303,423

LANDSCAPE DATA

TOTAL LANDSCAPE AREA = 19,560 SQ. FT.

REQUIRED TREE QUANTITY MATRIX

- TOTAL NUMBER OF PARKING STALLS = 104 STALLS
- TOTAL NUMBER OF TREES REQUIRED AT 1 TREE PER 4 STALLS 106 / 4 = 26 TREES
- TOTAL NUMBER OF TREES PROVIDED = 27 TREES

WUCOLS PLANT FACTOR

THIS PROJECT IS LOCATED IN 'WUCOLS' REGION '4-SOUTH INLAND VALLEY'.

H = HIGH WATER NEEDS
M = MODERATE WATER NEEDS
L = LOW WATER NEEDS
VL= VERY LOW WATER NEEDS

BASED UPON PROJECT TREE INVENTORY CONDUCTED BY CITY'S CERTIFIED ARBORIST, THE TALLY OF REPLACEMENT TREES REQUIRED PURSUANT TO FONTANA MUNICIPAL CODE CHAPTER 28, ARTICLE III, SECTION 28-67 IS **THIRTY-EIGHT 15-GALLON CONTAINER TREES.**

NUMBER OF 15-GALLON TREES PROVIDED ON-SITE = 38 TREES.

CONCEPTUAL LANDSCAPE PLAN
HILTON INDUSTRIAL FACILITY

FONTANA, CA
APN: 2

NORTH
0' 20' 40' 60' 80'
SCALE: 1" = 20'-0"

FEBRUARY 12, 2025

L-1

RODARTE
LANDSCAPE ARCHITECTURE

HILTON LANE, LLC
P.O. BOX 54903
IRVINE, CA 92619
CONTACT: DOUG MCCAN

APPENDIX C
NOISE IMPACT ANALYSIS

HILTON INDUSTRIAL FACILITY PROJECT FOCUSED NOISE IMPACT ANALYSIS

City of Fontana

December 23, 2025

gandini

Traffic Engineering ● Transportation Planning ● Parking ● Noise & Vibration
Air Quality ● Global Climate Change ● Health Risk Assessment

HILTON INDUSTRIAL FACILITY PROJECT
FOCUSED NOISE IMPACT ANALYSIS

City of Fontana

December 23, 2025

prepared by
Roma Stromberg INCE, MS

GANDDINI GROUP INC.
555 Parkcenter Drive, Suite 225
Santa Ana, California 92705
(714) 795-3100 | www.ganddini.com

Project No. 19866

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EXECUTIVE SUMMARY

The purpose of this report is to provide an assessment of the noise impacts resulting from construction of the proposed project and to identify mitigation measures that may be necessary to reduce those impacts.

The 4.01-acre project site (APN: 1110-151-03) is located on the northside of Hilton Drive approximately 950 feet east of Redwood Avenue in the City of Fontana, California. The project site is currently vacant and zoned industrial in the West End Specific Plan.

The proposed project involves the development of two warehouse buildings with a total of 71,985 square feet. Vehicle access for the project site is proposed via two driveways onto Hilton Drive.

Project Construction Impacts

Project construction noise levels at nearby sensitive receptors were calculated using the FTA methodology and it was determined that project construction noise levels will not exceed the FTA 90 dBA $L_{eq\ (8\text{-}hour)}$ construction noise standard for impacts to residential land uses. This impact would be less than significant.

1. INTRODUCTION

This section describes the purpose of this study and the proposed project.

PURPOSE AND OBJECTIVES

The purpose of this report is to provide an assessment of the noise impacts resulting from construction of the proposed project and to identify mitigation measures that may be necessary to reduce those impacts. The noise issues related to the proposed land use and development have been evaluated in light of applicable federal, state and local policies, including those of the City of Fontana in the context of the California Environmental Quality Act (CEQA).

Although this is a technical report, effort has been made to write the report clearly and concisely. A list of acronyms and glossary are provided in Appendix A and Appendix B of this report to assist the reader with technical terms related to noise and vibration analysis.

PROJECT LOCATION

The 4.01-acre project site (APN: 1110-151-03) is located on the northside of Hilton Drive approximately 950 feet east of Redwood Avenue in the City of Fontana, California (See Figure 1). The project site is currently vacant and zoned industrial in the West End Specific Plan.

PROJECT DESCRIPTION

The proposed project involves the development of two warehouse buildings with a total of 71,985 square feet. Vehicle access for the project site is proposed via two driveways onto Hilton Drive. The proposed site plan is shown on Figure 2.

Figure 1
Project Location Map

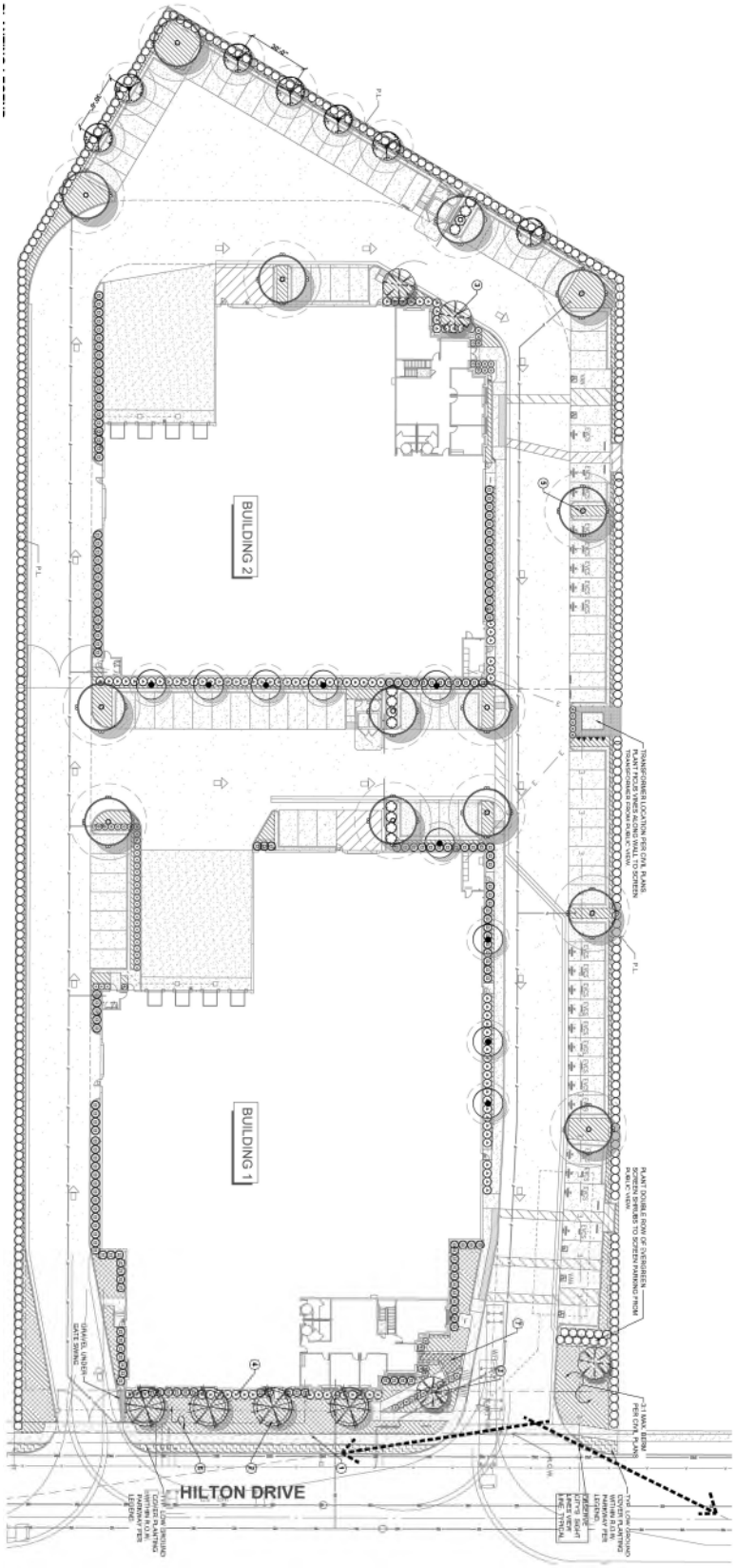


Figure 2
Site Plan

2. NOISE FUNDAMENTALS

Sound is a pressure wave created by a moving or vibrating source that travels through an elastic medium such as air. Noise is defined as unwanted or objectionable sound. The effects of noise on people can include general annoyance, interference with speech communication, sleep disturbance, and in extreme circumstances, hearing impairment.

Commonly used noise terms are presented in Appendix B. The unit of measurement used to describe a noise level is the decibel (dB). The human ear is not equally sensitive to all frequencies within the sound spectrum. Therefore, the "A-weighted" noise scale, which weights the frequencies to which humans are sensitive, is used for measurements. Noise levels using A-weighted measurements are written dB(A) or dBA.

From the noise source to the receiver, noise changes both in level and frequency spectrum. The most obvious is the decrease in noise as the distance from the source increases. The manner in which noise reduces with distance depends on whether the source is a point or line source as well as ground absorption, atmospheric effects and refraction, and shielding by natural and manmade features. Sound from point sources, such as air conditioning condensers, radiates uniformly outward as it travels away from the source in a spherical pattern. The noise drop-off rate associated with this geometric spreading is 6 dBA per each doubling of the distance (dBA/DD). Transportation noise sources such as roadways are typically analyzed as line sources, since at any given moment the receiver may be impacted by noise from multiple vehicles at various locations along the roadway. Because of the geometry of a line source, the noise drop-off rate associated with the geometric spreading of a line source is 3 dBA/DD.

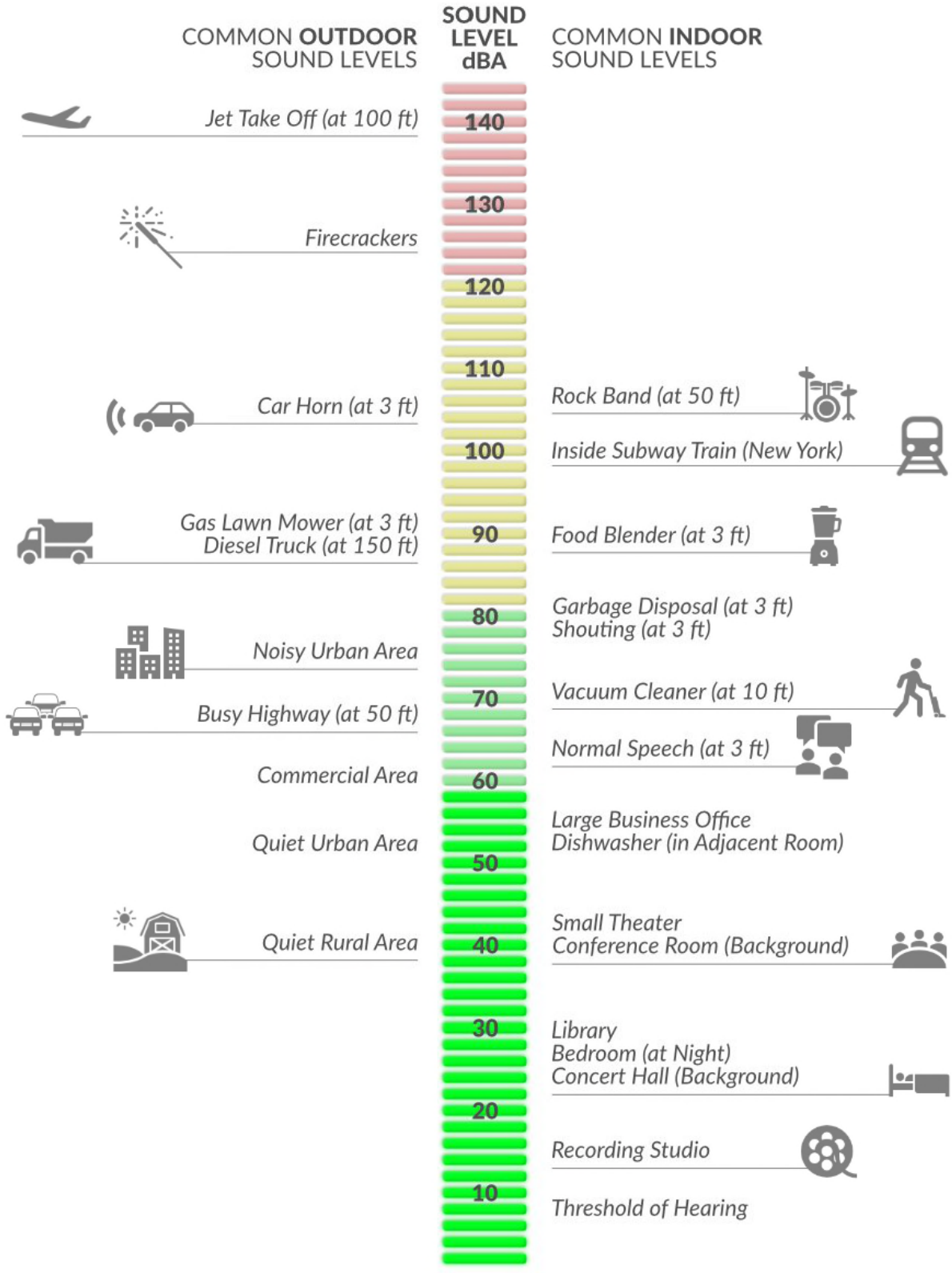
Decibels are measured on a logarithmic scale, which quantifies sound intensity in a manner similar to the Richter scale used for earthquake magnitudes. Thus, a doubling of the energy of a noise source, such as a doubled traffic volume, would increase the noise levels by 3 dBA; halving of the energy would result in a 3 dBA decrease.

Figure 3 shows the relationship of various noise levels to commonly experienced noise events.

Average noise levels over a period of minutes or hours are usually expressed as dBA L_{eq}, or the equivalent noise level for that period of time. For example, $L_{eq(8\text{-}hr)}$ would represent an 8-hour average. When no period is specified, a one-hour average is assumed.

Noise standards for transportation noise source/land use compatibility are stated in terms of the Community Noise Equivalent Level (CNEL) and the Day-Night Average Noise Level (DNL). CNEL is a 24-hour weighted average measure of community noise. CNEL is obtained by adding five decibels to sound levels in the evening (7:00 PM to 10:00 PM), and by adding ten decibels to sound levels at night (10:00 PM to 7:00 AM). This weighting accounts for the increased human sensitivity to noise during the evening and nighttime hours. DNL is a very similar 24-hour average measure that weights only the nighttime hours.

It is widely accepted that the average healthy ear can barely perceive changes of 3 dBA; that a change of 5 dBA is readily perceptible, and that an increase (decrease) of 10 dBA sounds twice (half) as loud. This definition is recommended by the California Department of Transportation's Technical Noise Supplement to the Traffic Noise Analysis Protocol (2013).



© Ganddini Group, Inc.
Based on Policy & Guidance from Federal Aviation Administration

Figure 3
A-Weighted Comparative Sound Levels

3. REGULATORY SETTING

CITY OF FONTANA MUNICIPAL CODE

Section 18-63 Scope, enumeration of prohibited noises.

a. This article shall apply to loud, excessive, impulsive, or intrusive interior and exterior sound or noise that annoys or disturbs persons of ordinary sensibilities emanating from any type of property or source within the city.

b. The following acts, which create loud, excessive, impulsive, or intrusive sound or noise that annoys or disturbs persons of ordinary sensibilities from a distance of 50 feet or more from the edge of the property, structure or unit in which the source is located, are declared to be in violation of this article, but such enumeration shall not be deemed to be exclusive, namely:

- Construction or repairing of buildings or structures. The erection (including excavating), demolition, alteration or repair of any building or structure other than between the hours of 7:00 AM and 6:00 PM on weekdays and between the hours of 8:00 a.m. and 5:00 p.m. on Saturdays, except in case of urgent necessity in the interest of public health and safety, and then only with a permit from the building inspector, which permit may be granted for a period not to exceed three days or less while the emergency continues and which permit may be renewed for periods of three days or less while the emergency continues. If the building inspector should determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or structure or the excavation of streets and highways within the hours of 6:00 PM and 7:00 AM, and if he shall further determine that loss or inconvenience would result to any party in interest, he may grant permission for such work to be done on weekdays within the hours of 6:00 PM and 7:00 AM, upon application being made at the time the permit for the work is awarded or during the progress of the work.

FEDERAL TRANSIT ADMINISTRATION

IN THE ABSENCE OF LOCAL QUANTITATIVE CONSTRUCTION NOISE THRESHOLDS, THE FEDERAL TRANSIT ADMINISTRATION (FTA) PROVIDES GUIDELINES (FTA 2018) THAT CAN BE CONSIDERED REASONABLE CRITERIA FOR CONSTRUCTION NOISE ASSESSMENT. FTA CONSTRUCTION NOISE STANDARDS ARE PROVIDED IN FEDERAL INTERAGENCY COMMITTEE (FICON)

The Federal Interagency Committee on Noise (FICON) developed guidance (1992) to be used for the assessment of project-generated permanent increases in noise levels that consider the ambient noise level. The FICON recommendations are based on studies that relate aircraft noise levels to the percentage of persons highly annoyed by aircraft noise. Although the FICON recommendations were specifically developed to assess aircraft noise impacts, these recommendations are often used in environmental noise impact assessments involving the use of cumulative noise exposure metrics, such as the average-daily noise level (CNEL) and equivalent continuous noise level (Leq). FICON standards as applied to increases due to construction noise would result in a significant impact if:

- Existing noise levels are below 60 dBA, and the project results in a 5 dBA or greater increase; or
- Existing noise levels range between 60 and 65 dBA, a the project results in a 3 dBA or greater increase; or
- Existing noise levels exceed 65 dBA, and the project results in an increase of 1.5 dBA or greater..

Table 1.

FEDERAL INTERAGENCY COMMITTEE (FICON)

The Federal Interagency Committee on Noise (FICON) developed guidance (1992) to be used for the assessment of project-generated permanent increases in noise levels that consider the ambient noise level. The FICON recommendations are based on studies that relate aircraft noise levels to the percentage of persons highly annoyed by aircraft noise. Although the FICON recommendations were specifically developed to assess aircraft noise impacts, these recommendations are often used in environmental noise impact assessments involving the use of cumulative noise exposure metrics, such as the average-daily noise level (CNEL) and equivalent continuous noise level (Leq). FICON standards as applied to increases due to construction noise would result in a significant impact if:

- Existing noise levels are below 60 dBA, and the project results in a 5 dBA or greater increase; or
- Existing noise levels range between 60 and 65 dBA, a the project results in a 3 dBA or greater increase; or
- Existing noise levels exceed 65 dBA, and the project results in an increase of 1.5 dBA or greater..

Table 1
Detailed Analysis Construction Noise Criteria

Land Use	$L_{eq,equip(8\ hr)}$, dBA	
	Day	Night
Residential	80	70
Commercial	85	85
Industrial	90	90

Source: Federal Transit Administration, Transit Noise and Vibration Impact Assessment Manual, 2018.

4. ANALYTICAL METHODOLOGY AND MODEL PARAMETERS

This section discusses the analysis methodologies used to assess noise impacts.

CONSTRUCTION NOISE MODELING

Construction noise will vary depending on the construction process, type of equipment involved, location of the construction site with respect to sensitive receptors, the schedule proposed to carry out each task (e.g., hours and days of the week) and the duration of the construction work.

Construction noise associated with the proposed project was calculated at the sensitive receptor locations utilizing methodology presented in the Federal Transit Administration (FTA) Transit Noise and Vibration Impact Assessment Manual (2018) together with several key construction parameters, including: distance to each sensitive receiver, equipment usage, percent usage factor, and baseline parameters for the project site. Distances to receptors were based on the acoustical center of the project site.

The equipment used to calculate the construction noise levels for each phase were based on the assumptions provided in the CalEEMod modeling. Sound emission levels associated with typical construction equipment as well as typical usage factors are provided in. Construction noise worksheets are provided in Appendix C.

VEHICLE NOISE MODELING

Noise associated with existing traffic volumes and existing plus project construction volumes was modeled using spreadsheets that use the FHWA Traffic Noise Prediction Model (FHWA-RD-77-108) formulas. The FHWA model arrives at the predicted noise level through a series of adjustments to the Reference Energy Mean Emission Level (REMEL). Key model parameters and REMEL adjustments are presented below:

- Roadway classification (e.g., freeway, major arterial, arterial, secondary, collector, etc.),
- Roadway active width (distance between the center of the outer most travel lanes on each side of
- the roadway),
- Average Daily Traffic (ADT) Volumes, Travel Speeds, Percentages of automobiles, medium trucks and
- heavy trucks,
- Roadway grade and angle of view,
- Site conditions (e.g., soft vs. hard), and
- Percentage of total ADT which flows each hour throughout a 24-hour period.

Traffic noise levels were calculated at the right-of-way based on distance from the centerline of the analyzed roadway. The modeling is theoretical and does not take into account any existing barriers, structures, and/or topographical features that may further reduce noise levels. Therefore, the modeled noise levels are shown for comparative purposes only to show the difference between with and without project conditions. Traffic noise calculation worksheets are included in Appendix D.

Table 2 (1 of 2)
CA/T Equipment Noise Emissions and Acoustical Usage Factor Database

Equipment Description	Impact Device?	Acoustical Use Factor (%)	Spec. Lmax @ 50ft (dBA, slow)	Actual Measured Lmax @ 50ft (dBA, slow)	No. of Actual Data Samples (Count)
All Other Equipment > 5 HP	No	50	85	-N/A-	0
Auger Drill Rig	No	20	85	84	36
Backhoe	No	40	80	78	372
Bar Bender	No	20	80	-N/A-	0
Blasting	Yes	-N/A-	94	-N/A-	0
Boring Jack Power Unit	No	50	80	83	1
Chain Saw	No	20	85	84	46
Clam Shovel (dropping)	Yes	20	93	87	4
Compactor (ground)	No	20	80	83	57
Compressor (air)	No	40	80	78	18
Concrete Batch Plant	No	15	83	-N/A-	0
Concrete Mixer Truck	No	40	85	79	40
Concrete Pump Truck	No	20	82	81	30
Concrete Saw	No	20	90	90	55
Crane	No	16	85	81	405
Dozer	No	40	85	82	55
Drill Rig Truck	No	20	84	79	22
Drum Mixer	No	50	80	80	1
Dump Truck	No	40	84	76	31
Excavator	No	40	85	81	170
Flat Bed Truck	No	40	84	74	4
Forklift[2,3]	No	50	n/a	61	n/a
Front End Loader	No	40	80	79	96
Generator	No	50	82	81	19
Generator (<25KVA, VMS signs)	No	50	70	73	74
Gradall	No	40	85	83	70
Grader	No	40	85	-N/A-	0
Grapple (on backhoe)	No	40	85	87	1
Horizontal Boring Hydr. Jack	No	25	80	82	6
Hydra Break Ram	Yes	10	90	-N/A-	0
Impact Pile Driver	Yes	20	95	101	11
Jackhammer	Yes	20	85	89	133
Man Lift	No	20	85	75	23
Mounted Impact hammer (hoe ram)	Yes	20	90	90	212
Pavement Scarafier	No	20	85	90	2
Paver	No	50	85	77	9
Pickup Truck	No	50	85	77	9
Paving Equipment	No	50	85	77	9
Pneumatic Tools	No	50	85	85	90

Table 2 (2 of 2)
CA/T Equipment Noise Emissions and Acoustical Usage Factor Database

Equipment Description	Impact Device?	Acoustical Use Factor (%)	Spec. Lmax @ 50ft (dBA, slow)	Actual Measured Lmax @ 50ft (dBA, slow)	No. of Actual Data Samples (Count)
Pumps	No	50	77	81	17
Refrigerator Unit	No	100	82	73	3
Rivit Buster/chipping gun	Yes	20	85	79	19
Rock Drill	No	20	85	81	3
Roller	No	20	85	80	16
Sand Blasting (Single Nozzle)	No	20	85	96	9
Scraper	No	40	85	84	12
Shears (on backhoe)	No	40	85	96	5
Slurry Plant	No	100	78	78	1
Slurry Trenching Machine	No	50	82	80	75
Soil Mix Drill Rig	No	50	80	-N/A-	0
Tractor	No	40	84	-N/A-	0
Vacuum Excavator (Vac-truck)	No	40	85	85	149
Vacuum Street Sweeper	No	10	80	82	19
Ventilation Fan	No	100	85	79	13
Vibrating Hopper	No	50	85	87	1
Vibratory Concrete Mixer	No	20	80	80	1
Vibratory Pile Driver	No	20	95	101	44
Warning Horn	No	5	85	83	12
Welder/Torch	No	40	73	74	5

Notes:

(1) Source: FHWA Roadway Construction Noise Model User's Guide January 2006.

(2) Warehouse & Forklift Noise Exposure - NoiseTesting.info Carl Stautins, November 4, 2014 http://www.noisetesting.info/blog/carl-strautins/page-3/

(3) Data provided Leq as measured at the operator. Sound Level at 50 feet is calculated using Inverse Square Law.

5. CONSTRUCTION NOISE IMPACTS

CONSTRUCTION NOISE - ONSITE

The City of Fontana has set restrictions to control noise impacts associated with the construction of the proposed project. According to Section 18-63[b][7] of the city's Municipal Code, Construction or repairing of buildings or structures, construction activity is limited: between the hours of 7:00 a.m. and 6:00 p.m. on weekdays and between the hours of 8:00 a.m. and 5:00 p.m. on Saturdays except in the case of urgent necessity. Project construction noise levels are, therefore, considered exempt from municipal regulation if activities occur within the hours specified in the City of Fontana Municipal Code, Section 18-63[7] of 7:00 a.m. to 6:00 p.m. on weekdays and between the hours of 8:00 a.m. to 5:00 p.m. on Saturdays. However, neither the General Plan nor the Municipal Code establish numeric maximum acceptable construction source noise levels at potentially affected receivers for CEQA analysis purposes. Therefore, a numerical construction threshold based on Federal Transit Administration (FTA) Transit Noise and Vibration Impact Assessment Manual is used for analysis of daytime construction impacts, as discussed below. According to the FTA, local noise ordinances are typically not very useful in evaluating construction noise. They usually relate to nuisance and hours of allowed activity, and sometimes specify limits in terms of maximum levels, but are generally not practical for assessing the impact of a construction project. Project construction noise criteria should account for the existing noise.

AS SHOWN IN FEDERAL INTERAGENCY COMMITTEE (FICON)

The Federal Interagency Committee on Noise (FICON) developed guidance (1992) to be used for the assessment of project-generated permanent increases in noise levels that consider the ambient noise level. The FICON recommendations are based on studies that relate aircraft noise levels to the percentage of persons highly annoyed by aircraft noise. Although the FICON recommendations were specifically developed to assess aircraft noise impacts, these recommendations are often used in environmental noise impact assessments involving the use of cumulative noise exposure metrics, such as the average-daily noise level (CNEL) and equivalent continuous noise level (Leq). FICON standards as applied to increases due to construction noise would result in a significant impact if:

- Existing noise levels are below 60 dBA, and the project results in a 5 dBA or greater increase; or
- Existing noise levels range between 60 and 65 dBA, a the project results in a 3 dBA or greater increase; or
- Existing noise levels exceed 65 dBA, and the project results in an increase of 1.5 dBA or greater..

Table 1, the FTA considers a daytime exterior construction noise level of 80 dBA $L_{eq(8\text{-}hour)}$ for noise sensitive residential land uses, 85 dBA $L_{eq(8\text{-}hour)}$ for commercial uses, and 90 dBA $L_{eq(8\text{-}hour)}$ for industrial uses. Construction noise would affect adjacent light industrial/warehouse land uses. Therefore, the proposed project would result in a significant impact if it:

- Results in noise levels that exceed 90 dBA $L_{eq\ (8\text{-}hour)}$ at the property line of an existing industrial land use.

Project construction noise levels at nearby sensitive receptors were calculated using the FTA methodology. Construction noise modeling worksheets for each phase are provided in Appendix C. Modeled construction noise levels reach up to 70.7 dBA L_{eq} at the property line shared with the industrial warehouse land use to the north, up to 68.5 dBA L_{eq} at the property line shared with the industrial land use to the south, and up to 77.9 dBA L_{eq} at the industrial properties located to the east and west. Project construction noise levels will not exceed the FTA 90 dBA $L_{eq\ (8\text{-}hour)}$ construction noise standard for impacts to residential land uses. This impact would be less than significant.

CONSTRUCTION NOISE - OFFSITE

Project construction would generate up to 31 employee trips and 12 truck trips per day traveling to and from the project site via Hilton Avenue, Redwood Avenue and Hemlock Avenue to Foothill Boulevard where project trips would result in negligible increases in ambient noise levels. There are existing residential land uses along Redwood Avenue and Hemlock Avenue that would be exposed to these trips. Existing noise levels and existing plus project construction noise levels were calculated using FHWA methodology and then compared to the FICON increase thresholds presented in Section 3 of this report. Spreadsheets and noise existing noise measurements are provided in Appendix D.

As shown in Table 3, existing noise levels range between 62.9 and 65.6 dBA CNEL and existing plus project construction noise levels would range between 63.2 and 65.7 dBA CNEL. Project construction traffic would result in a less than 1 dB increase along both roadways and would not exceed the applicable FICON noise increase thresholds. Impacts would be less than significant and no mitigation measures are required.

Table 3
Increase in Existing Noise Levels Associated with Project Generated Construction Vehicles

Roadway	dBA, CNEL				Exceeds Threshold?
	Existing Noise Level[1]	Existing Plus Project	Increase	Applicable Threhsold[2]	
Hemlock Ave	62.9	63.2	0.3	3	No
Redwood Ave	65.6	65.7	0.1	1.5	No

Notes:

1. Measured Existing Noise Levels (Appendix D). The measured Leq was converted to CNEL.

2. FICON Thresholds as presented in Section 3.

6. REFERENCES

Fontana, City of

Municipal Code 1863(b)(2)

2018 Fontana Forward General Plan Update 2015-2035 Draft Environmental Impact Report. June 8.

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2025 Hilton Industrial Facility CalEEMod Construction Modeling Output

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2018 Transit Noise and Vibration Impact Assessment Manual. Typical Construction Equipment Vibration Emissions.

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2006 FHWA Roadway Construction Noise Model User's Guide. January.

APPENDICES

Appendix A List of Acronyms
Appendix B Definitions of Acoustical Terms
Appendix C Construction Noise Model Worksheets
Appendix D FHWA Construction Vehicle Noise Worksheets

APPENDIX A

LIST OF ACRONYMS

Term	Definition
ADT	Average Daily Traffic
ANSI	American National Standard Institute
CEQA	California Environmental Quality Act
CNEL	Community Noise Equivalent Level
D/E/N	Day / Evening / Night
dB	Decibel
dBA or dB(A)	Decibel "A-Weighted"
dBA/DD	Decibel per Double Distance
dBA L_{eq}	Average Noise Level over a Period of Time
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
L_{02},L_{08},L_{50},L_{90}	A-weighted Noise Levels at 2 percent, 8 percent, 50 percent, and 90 percent, respectively, of the time period
DNL	Day-Night Average Noise Level
$L_{eq(x)}$	Equivalent Noise Level for '"x" period of time
L_{eq}	Equivalent Noise Level
L_{max}	Maximum Level of Noise (measured using a sound level meter)
L_{min}	Minimum Level of Noise (measured using a sound level meter)
Lp	Sound Pressure Level
LOS C	Level of Service C
Lw	Sound Power Level
OPR	California Governor's Office of Planning and Research
PPV	Peak Particle Velocities
RCNM	Road Construction Noise Model
REMEL	Reference Energy Mean Emission Level
RMS	Root Mean Square

APPENDIX B

DEFINITIONS OF ACOUSTICAL TERMS

Term	Definition
Ambient Noise Level	The all-encompassing noise environment associated with a given environment, at a specified time, usually a composite of sound from many sources, at many directions, near and far, in which usually no particular sound is dominant.
A-Weighted Sound Level, dBA	The sound level obtained by use of A-weighting. The A-weighting filter de-emphasizes the very low and very high frequency components of the sound in a manner similar to the frequency response of the human ear.
CNEL	Community Noise Equivalent Level. CNEL is a weighted 24-hour noise level that is obtained by adding five decibels to sound levels in the evening (7:00 PM to 10:00 PM), and by adding ten decibels to sound levels at night (10:00 PM to 7:00 AM). This weighting accounts for the increased human sensitivity to noise during the evening and nighttime hours.
Decibel, dB	A logarithmic unit of noise level measurement that relates the energy of a noise source to that of a constant reference level; the number of decibels is 10 times the logarithm (to the base 10) of this ratio.
DNL, Ldn	Day Night Level. The DNL, or Ldn is a weighted 24-hour noise level that is obtained by adding ten decibels to sound levels at night (10:00 PM to 7:00 AM). This weighting accounts for the increased human sensitivity to noise during the nighttime hours.
Equivalent Continuous Noise Level, L_{eq}	A level of steady state sound that in a stated time period, and a stated location, has the same A-weighted sound energy as the time-varying sound.
Fast/Slow Meter Response	The fast and slow meter responses are different settings on a sound level meter. The fast response setting takes a measurement every 100 milliseconds, while a slow setting takes one every second.
Frequency, Hertz	In a function periodic in time, the number of times that the quantity repeats itself in one second (i.e., the number of cycles per second).
L_{02}, L_{08}, L_{50}, L_{90}	The A-weighted noise levels that are equaled or exceeded by a fluctuating sound level, 2 percent, 8 percent, 50 percent, and 90 percent of a stated time period, respectively.
L_{max}, L_{min}	Lmax is the RMS (root mean squared) maximum level of a noise source or environment measured on a sound level meter, during a designated time interval, using fast meter response. Lmin is the minimum level.
Offensive/ Offending/Intrusive Noise	The noise that intrudes over and above the existing ambient noise at a given location. The relative intrusiveness of sound depends on its amplitude, duration, frequency, and time of occurrence, and tonal information content as well as the prevailing ambient noise level.
Root Mean Square (RMS)	A measure of the magnitude of a varying noise source quantity. The name derives from the calculation of the square root of the mean of the squares of the values. It can be calculated from either a series of lone values or a continuous varying function.

APPENDIX C

CONSTRUCTION NOISE MODEL WORKSHEETS

Receptor - Warehouse Land Use to the North

Construction Phase Equipment Item	# of Items	Item Lmax at 50 feet, dBA[1]	Distance to Receptor[3]	Item Usage Percent	Usage Factor	Dist. Correction dB	Usage Adj. dB	Receptor Item Lmax, dBA	Receptor Item Leq, dBA
Site Preparation									
Rubber Tired Dozers	3	82	323	40	1.20	-16.2	0.8	65.8	66.6
Tractors/Loaders/Backhoes	4	84	323	40	1.60	-16.2	2.0	67.8	69.8
								Log Sum	69.8
Grading									
Excavator	1	85	323	40	0.40	-16.2	-4.0	68.8	64.8
Graders	1	85	323	40	0.40	-16.2	-4.0	68.8	64.8
Rubber Tired Dozers	1	82	323	40	0.40	-16.2	-4.0	65.8	61.8
Tractors/Loaders/Backhoes	3	84	323	40	1.20	-16.2	0.8	67.8	68.6
								Log Sum	70.7
Building Construction									
Cranes	1	81	323	16	0.16	-16.2	-8.0	64.8	56.8
Forklifts[2]	3	48	323	40	1.20	-16.2	0.8	31.8	32.6
Generator Sets	1	81	323	50	0.50	-16.2	-3.0	64.8	61.8
Tractors/Loaders/Backhoes	1	84	323	40	0.40	-16.2	-4.0	67.8	63.8
Welders	1	73	323	40	0.40	-16.2	-4.0	56.8	52.8
								Log Sum	66.6
Paving									
Tractors/Loaders/Backhoes	1	84	323	40	0.40	-16.2	-4.0	67.8	63.8
Pavers	1	77	323	50	0.50	-16.2	-3.0	60.8	57.8
Paving Equipment	2	77	323	50	1.00	-16.2	0.0	60.8	60.8
Rollers	2	80	323	20	0.40	-16.2	-4.0	63.8	59.8
Cement and Mortar Mixers	2	80	323	20	0.40	-16.2	-4.0	63.8	59.8
								Log Sum	64.4
Architectural Coating									
Air Compressors	1	78	323	40	0.40	-16.2	-4.0	61.8	57.8
								Log Sum	57.8

Notes:

(1) Source: Referenced noise levels from the Federal Transit Administration (FTA) Transit Noise and Vibration Impact Assessment Manual (September 2018) and the FHWA Roadway Construction Noise Model User's Guide (January 2006)

(2) Source: SoundPLAN reference list.

(3) Distance to receptor calculated from center of site. Construction noise projected from the center of the project site to nearest sensitive use (property line).

Light Industrial Land Use to the South

Construction Phase Equipment Item	# of Items	Item Lmax at 50 feet, dBA[1]	Distance to Receptor[3]	Item Usage Percent	Usage Factor	Dist. Correction dB	Usage Adj. dB	Receptor Item Lmax, dBA	Receptor Item Leq, dBA
Site Preparation									
Rubber Tired Dozers	3	82	415	40	1.20	-18.4	0.8	63.6	64.4
Tractors/Loaders/Backhoes	4	84	415	40	1.60	-18.4	2.0	65.6	67.7
								Log Sum	67.7
Grading									
Excavator	1	85	415	40	0.40	-18.4	-4.0	66.6	62.6
Graders	1	85	415	40	0.40	-18.4	-4.0	66.6	62.6
Rubber Tired Dozers	1	82	415	40	0.40	-18.4	-4.0	63.6	59.6
Tractors/Loaders/Backhoes	3	84	415	40	1.20	-18.4	0.8	65.6	66.4
								Log Sum	68.5
Building Construction									
Cranes	1	81	415	16	0.16	-18.4	-8.0	62.6	54.7
Forklifts[2]	3	48	415	40	1.20	-18.4	0.8	29.6	30.4
Generator Sets	1	81	415	50	0.50	-18.4	-3.0	62.6	59.6
Tractors/Loaders/Backhoes	1	84	415	40	0.40	-18.4	-4.0	65.6	61.6
Welders	1	73	415	40	0.40	-18.4	-4.0	54.6	50.6
								Log Sum	64.4
Paving									
Tractors/Loaders/Backhoes	1	84	415	40	0.40	-18.4	-4.0	65.6	61.6
Pavers	1	77	415	50	0.50	-18.4	-3.0	58.6	55.6
Paving Equipment	2	77	415	50	1.00	-18.4	0.0	58.6	58.6
Rollers	2	80	415	20	0.40	-18.4	-4.0	61.6	57.6
Cement and Mortar Mixers	2	80	415	20	0.40	-18.4	-4.0	61.6	57.6
								Log Sum	62.2
Architectural Coating									
Air Compressors	1	78	415	40	0.40	-18.4	-4.0	59.6	55.6
								Log Sum	55.6

Notes:

(1) Source: Referenced noise levels from the Federal Transit Administration (FTA) Transit Noise and Vibration Impact Assessment Manual (September 2018) and the FHWA Roadway Construction Noise Model User's Guide (January 2006)

(2) Source: SoundPLAN reference list.

(3) Distance to receptor calculated from center of site. Construction noise projected from the center of the project site to nearest sensitive use (property line).

Receptor - Light Industrial Land Uses to the East and West

Construction Phase Equipment Item	# of Items	Item Lmax at 50 feet, dBA[1]	Distance to Receptor[3]	Item Usage Percent	Usage Factor	Dist. Correction dB	Usage Adj. dB	Receptor Item Lmax, dBA	Receptor Item Leq, dBA
Site Preparation									
Rubber Tired Dozers	3	82	141	40	1.20	-9.0	0.8	73.0	73.8
Tractors/Loaders/Backhoes	4	84	141	40	1.60	-9.0	2.0	75.0	77.0
								Log Sum	77.0
Grading									
Excavator	1	85	141	40	0.40	-9.0	-4.0	76.0	72.0
Graders	1	85	141	40	0.40	-9.0	-4.0	76.0	72.0
Rubber Tired Dozers	1	82	141	40	0.40	-9.0	-4.0	73.0	69.0
Tractors/Loaders/Backhoes	3	84	141	40	1.20	-9.0	0.8	75.0	75.8
								Log Sum	77.9
Building Construction									
Cranes	1	81	141	16	0.16	-9.0	-8.0	72.0	64.0
Forklifts[2]	3	48	141	40	1.20	-9.0	0.8	39.0	39.8
Generator Sets	1	81	141	50	0.50	-9.0	-3.0	72.0	69.0
Tractors/Loaders/Backhoes	1	84	141	40	0.40	-9.0	-4.0	75.0	71.0
Welders	1	73	141	40	0.40	-9.0	-4.0	64.0	60.0
								Log Sum	73.8
Paving									
Tractors/Loaders/Backhoes	1	84	141	40	0.40	-9.0	-4.0	75.0	71.0
Pavers	1	77	141	50	0.50	-9.0	-3.0	68.0	65.0
Paving Equipment	2	77	141	50	1.00	-9.0	0.0	68.0	68.0
Rollers	2	80	141	20	0.40	-9.0	-4.0	71.0	67.0
Cement and Mortar Mixers	2	80	141	20	0.40	-9.0	-4.0	71.0	67.0
								Log Sum	71.6
Architectural Coating									
Air Compressors	1	78	141	40	0.40	-9.0	-4.0	69.0	65.0
								Log Sum	65.0

Notes:

(1) Source: Referenced noise levels from the Federal Transit Administration (FTA) Transit Noise and Vibration Impact Assessment Manual (September 2018) and the FHWA Roadway Construction Noise Model User's Guide (January 2006)

(2) Source: SoundPLAN reference list.

(3) Distance to receptor calculated from center of site. Construction noise projected from the center of the project site to nearest sensitive use (property line).

APPENDIX D

FHWA CONSTRUCTION VEHICLE NOISE WORKSHEETS

FHWA Sound32 Spreadsheet

Existing Traffic Noise

Project: **Hilton Ave Industrial**

Road: **Hemlock Ave**

Segment: **Hilton Avenue to Foothill Boulevard**

	DAYTIME			EVENING			NIGHTTIME			ADT	124.00
	AUTOS	M.TRUCKS	H.TRUCKS	AUTOS	M.TRUCKS	H.TRUCKS	AUTOS	M.TRUCKS	H.TRUCKS	SPEED	35.00
										DISTANCE	30.00
INPUT PARAMETERS											
Vehicles per hour	7.85	0.18	11.53	5.23	0.04	1.44	1.30	0.03	1.92	% A	98
Speed in MPH	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00		
Left angle	-90.00	-90.00	-90.00	-90.00	-90.00	-90.00	-90.00	-90.00	-90.00		
Right angle	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	% MT	2
NOISE CALCULATIONS											
Reference levels	65.11	74.83	80.05	65.11	74.83	80.05	65.11	74.83	80.05	% HT	129
ADJUSTMENTS											
Flow	3.20	-13.31	4.87	1.43	-19.67	-4.16	-4.62	-21.22	-2.91		
Distance	2.15	2.15	2.15	2.15	2.15	2.15	2.15	2.15	2.15	LEFT	-90.00
Finite Roadway	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	RIGHT	90.00
Barrier	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Grade	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	CNEL	62.89
Constant	-25.00	-25.00	-25.00	-25.00	-25.00	-25.00	-25.00	-25.00	-25.00	DAY LEQ	62.18
LEQ	45.46	38.67	62.07	43.69	32.31	53.03	37.64	30.76	54.28	Day hour	89.00
										Absorbtive?	no
	DAY LEQ	62.18		EVENING LEQ	53.54		NIGHT LEQ	54.39		Use hour?	no
										GRADE dB	0.00
		CNEL	**62.89**								

FHWA Sound32 Spreadsheet

Existing Plus Project Traffic Noise

Project: **Hilton Ave Industrial**

Road: **Hemlock Ave**

Segment: **Hilton Avenue to Foothill Boulevard**

	DAYTIME			EVENING			NIGHTTIME			ADT	167.00
	AUTOS	M.TRUCKS	H.TRUCKS	AUTOS	M.TRUCKS	H.TRUCKS	AUTOS	M.TRUCKS	H.TRUCKS	SPEED	35.00
										DISTANCE	30.00
INPUT PARAMETERS											
Vehicles per hour	9.85	0.18	12.40	6.56	0.04	1.55	1.63	0.03	2.06	% A	91.33
Speed in MPH	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00		
Left angle	-90.00	-90.00	-90.00	-90.00	-90.00	-90.00	-90.00	-90.00	-90.00		
Right angle	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	% MT	1.49
NOISE CALCULATIONS											
Reference levels	65.11	74.83	80.05	65.11	74.83	80.05	65.11	74.83	80.05	% HT	102.97
ADJUSTMENTS											
Flow	4.19	-13.31	5.19	2.42	-19.67	-3.85	-3.63	-21.22	-2.60		
Distance	2.15	2.15	2.15	2.15	2.15	2.15	2.15	2.15	2.15	LEFT	-90.00
Finite Roadway	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	RIGHT	90.00
Barrier	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Grade	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	CNEL	63.22
Constant	-25.00	-25.00	-25.00	-25.00	-25.00	-25.00	-25.00	-25.00	-25.00	DAY LEQ	62.51
LEQ	46.45	38.67	62.38	44.68	32.31	53.34	38.63	30.76	54.59	Day hour	89.00
										Absorbtive?	no
	DAY LEQ	62.51		EVENING LEQ	53.93		NIGHT LEQ	54.72		Use hour?	no
										GRADE dB	0.00
		CNEL	**63.22**								

FHWA Sound32 Spreadsheet

Existing Traffic Noise

Project: **Hilton Ave Industrial**

Road: **Redwood Ave**

Segment: **Hilton Avenue to Foothill Boulevard**

	DAYTIME			EVENING			NIGHTTIME			ADT	232.00
	AUTOS	M.TRUCKS	H.TRUCKS	AUTOS	M.TRUCKS	H.TRUCKS	AUTOS	M.TRUCKS	H.TRUCKS	SPEED	35.00
										DISTANCE	30.00
INPUT PARAMETERS											
Vehicles per hour	14.68	0.33	21.57	9.78	0.08	2.69	2.43	0.05	3.59	% A	98
Speed in MPH	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00		
Left angle	-90.00	-90.00	-90.00	-90.00	-90.00	-90.00	-90.00	-90.00	-90.00		
Right angle	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	% MT	2
NOISE CALCULATIONS											
Reference levels	65.11	74.83	80.05	65.11	74.83	80.05	65.11	74.83	80.05	% HT	129
ADJUSTMENTS											
Flow	5.92	-10.59	7.59	4.16	-16.95	-1.44	-1.90	-18.50	-0.19		
Distance	2.15	2.15	2.15	2.15	2.15	2.15	2.15	2.15	2.15	LEFT	-90.00
Finite Roadway	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	RIGHT	90.00
Barrier	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Grade	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	CNEL	65.61
Constant	-25.00	-25.00	-25.00	-25.00	-25.00	-25.00	-25.00	-25.00	-25.00	DAY LEQ	64.90
LEQ	48.18	41.39	64.79	46.41	35.03	55.75	40.36	33.48	57.00	Day hour	89.00
										Absorbtive?	no
	DAY LEQ	64.90		EVENING LEQ	56.26		NIGHT LEQ	57.11		Use hour?	no
										GRADE dB	0.00
		CNEL	**65.61**								

FHWA Sound32 Spreadsheet

Existing Plus Project Traffic Noise

Project: **Hilton Ave Industrial**

Road: **Redwood Ave**

Segment: **Hilton Avenue to Foothill Boulevard**

	DAYTIME			EVENING			NIGHTTIME			ADT	275.00
	AUTOS	M.TRUCKS	H.TRUCKS	AUTOS	M.TRUCKS	H.TRUCKS	AUTOS	M.TRUCKS	H.TRUCKS	SPEED	35.00
										DISTANCE	30.00
INPUT PARAMETERS											
Vehicles per hour	2.00	0.33	22.44	1.33	0.08	2.80	0.33	0.05	3.74	% A	11.27
Speed in MPH	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00		
Left angle	-90.00	-90.00	-90.00	-90.00	-90.00	-90.00	-90.00	-90.00	-90.00		
Right angle	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	% MT	1.69
NOISE CALCULATIONS											
Reference levels	65.11	74.83	80.05	65.11	74.83	80.05	65.11	74.83	80.05	% HT	113.19
ADJUSTMENTS											
Flow	-2.73	-10.59	7.76	-4.50	-16.95	-1.27	-10.55	-18.50	-0.02		
Distance	2.15	2.15	2.15	2.15	2.15	2.15	2.15	2.15	2.15	LEFT	-90.00
Finite Roadway	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	RIGHT	90.00
Barrier	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Grade	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	CNEL	65.69
Constant	-25.00	-25.00	-25.00	-25.00	-25.00	-25.00	-25.00	-25.00	-25.00	DAY LEQ	64.99
LEQ	39.53	41.39	64.96	37.76	35.03	55.92	31.71	33.48	57.17	Day hour	89.00
										Absorbtive?	no
	DAY LEQ	64.99		EVENING LEQ	56.02		NIGHT LEQ	57.20		Use hour?	no
										GRADE dB	0.00
		CNEL	**65.69**								

Noise Measurement
Field Data

Project Name: Hilton Industrial Facility, City of Fontana **Date:** November 20, 2025

Project #: 19866

Noise Measurement #: STNM2 Run Time 15 minutes **Technician:** Ian Edward Gallagher

Nearest Address or Cross Street: 8025 Hemlock Avenue, Fontana, CA 92336

Site Description (Type of Existing Land Use and any other notable features): Project Site: Eastern sidewalk outside apparent multifamily trailer park.

Adjacent: Hemlock Ave running N-S just W of STNM2, Foothill Blvd running E-W, 460' S of STNM2. DMV with outside announcing system 390' W of STNM2.

Weather: Overcast. Sunset: 4:43 PM **Settings:** SLOW FAST

Temperature: 58 deg F **Wind:** 4 mph **Humidity:** 64% **Terrain:** Flat

Start Time: 2:03 PM **End Time:** 2:18 PM **Run Time:**

Leq: 62.2 dB

Lmax 78.7 dB

L2 72.1 dB

L8 65.4 dB

L25 59.0 dB

L50 54.7 dB

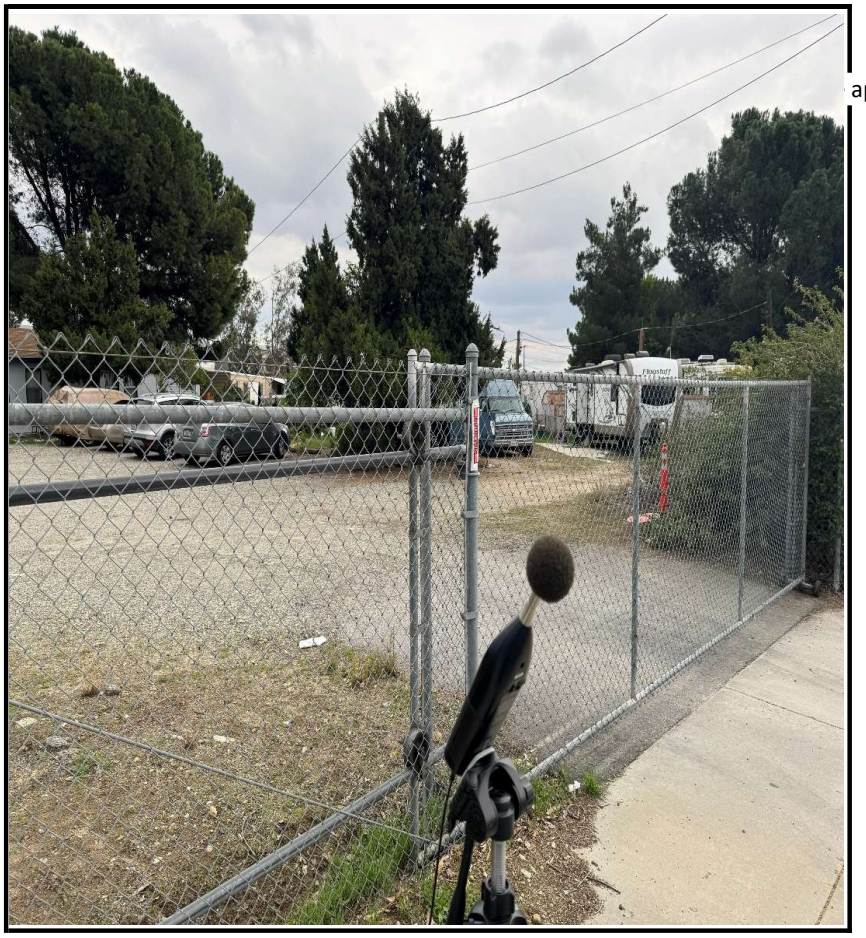
Primary Noise Source: Traffic noise from the 33 vehicles passing STNM2 microphone travelling N-S on Hemlock Ave.

Secondary Noise Sources: Traffic noise from traffic travelling E-W on Foothill Blvd. DMV building has an outside " Now serving... " PA anouncing system. Distant train horns.

NOISE METER:	SoundTrack LXT Class 1	**CALIBRATOR:**	Larson Davis CAL 250
MAKE:	Larson Davis	**MAKE:**	Larson Davis
MODEL:	LXT1	**MODEL:**	CAL 250
SERIAL NUMBER:	3099	**SERIAL NUMBER:**	2723
FACTORY CALIBRATION DATE:	7/31/2024	**FACTORY CALIBRATION DATE:**	7/10/2024
FIELD CALIBRATION DATE:	11/20/2025		

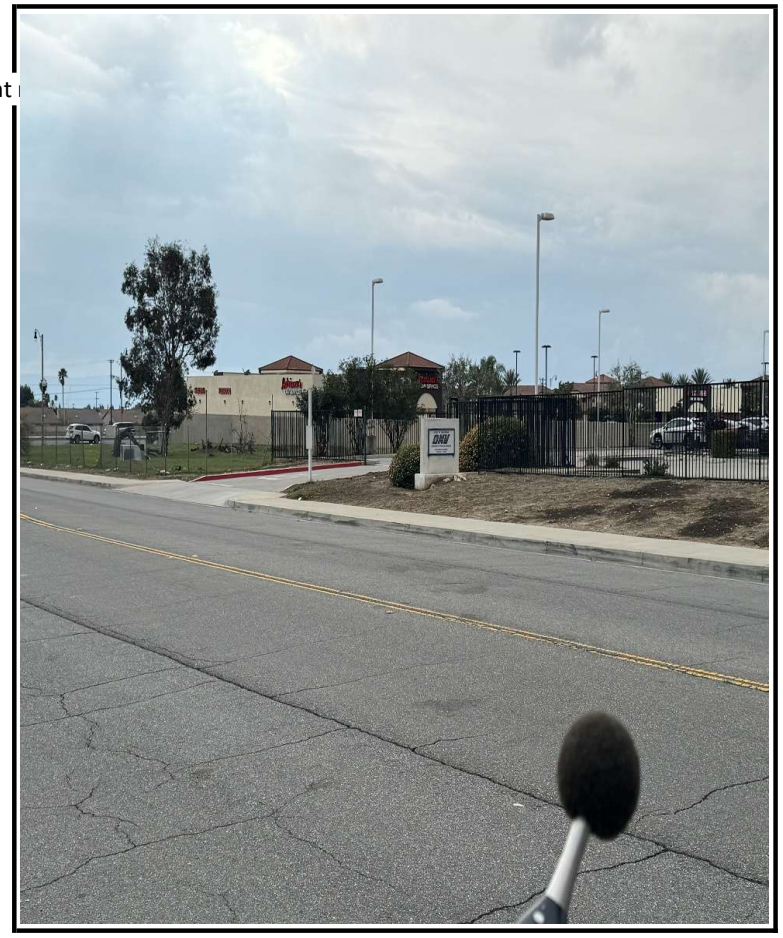
Noise Measurement
Field Data

PHOTOS:



STNM2 looking SE from Hemlock Avenue sidewalk towards entry/exit way to multifamily trailor park 8025 Hemlock Avenue, Fontana.

apparent



STNM2 looking SW across Hemlock Avenue towards entry/exit to parking lot of building 8026 Hemlock Avenue, Fontana.

Measurement Report

Report Summary

Meter's File Name	LxT_Data.666.s	Computer's File Name	LxT_0003099-20251120 140338-LxT_Data.666.ldbin
Meter	LxT1 0003099		
Firmware	2.404		
User	Ian Edward Gallagher	Location	STNM2 34° 6'28.28"N 117°28'31.60"W
Job Description	15 minute noise measurement		
Note	Ganddini Project #19866 Hilton Industrial Facility, City of Fontana		
Start Time	2025-11-20 14:03:38	Duration	0:15:00.0
End Time	2025-11-20 14:18:38	Run Time	0:15:00.0
Pause Time	0:00:00.0		

Results

Overall Metrics

LA_{eq}	62.2 dB		
LAE	91.7 dB	SEA	--- dB
EA	164.3 µPa²h	LAFTM5	67.1 dB
EA8	5.3 mPa²h		
EA40	26.3 mPa²h		
LA_{peak}	91.8 dB	2025-11-20 14:06:00	
LAS_{max}	78.7 dB	2025-11-20 14:12:35	
LAS_{min}	45.5 dB	2025-11-20 14:16:58	
LA_{eq}	62.2 dB		
LC_{eq}	70.8 dB	LC_{eq} - LA_{eq}	8.7 dB
LAI_{eq}	64.4 dB	LAI_{eq} - LA_{eq}	2.3 dB

Exceedances	Count	Duration
LAS > 65.0 dB	11	0:01:24.1
LAS > 85.0 dB	0	0:00:00.0
LApeak > 135.0 dB	0	0:00:00.0
LApeak > 137.0 dB	0	0:00:00.0
LApeak > 140.0 dB	0	0:00:00.0

Community Noise	LDN	LDay	LNight
	--- dB	--- dB	0.0 dB

	LDEN	LDay	LEve	LNight
	--- dB	--- dB	--- dB	--- dB

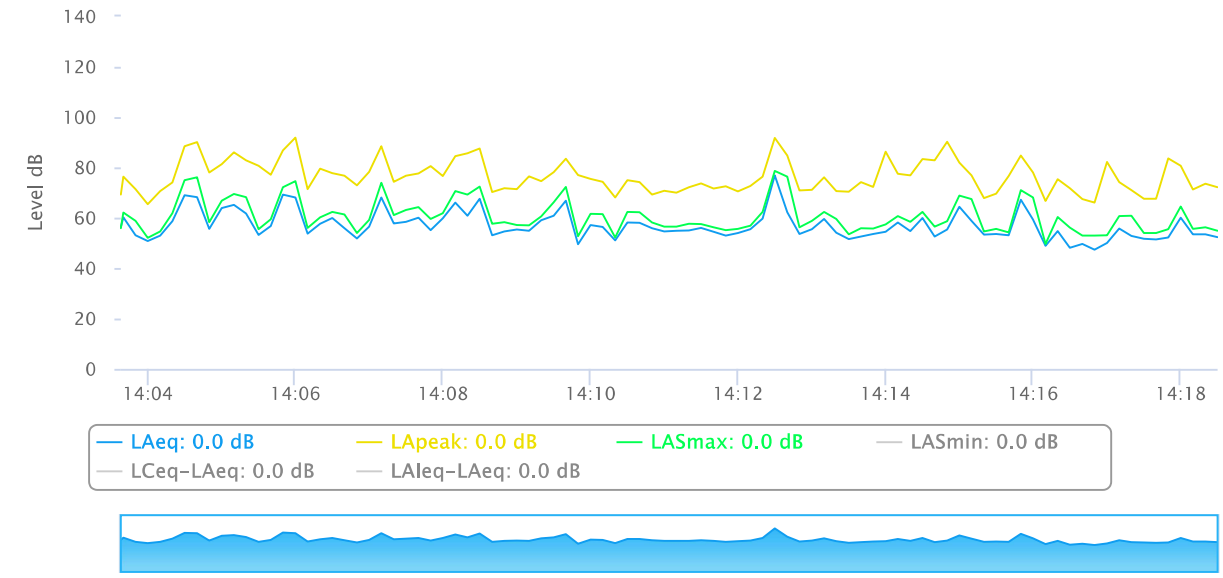
Any Data	A		C		Z	
	Level	Time Stamp	Level	Time Stamp	Level	Time Stamp
L_{eq}	62.2 dB		70.8 dB		--- dB	
$L_{S(max)}$	78.7 dB	2025-11-20 14:12:35	--- dB		--- dB	
$L_{S(min)}$	45.5 dB	2025-11-20 14:16:58	--- dB		--- dB	
$L_{Peak(max)}$	91.8 dB	2025-11-20 14:06:00	--- dB		--- dB	

Overloads	Count	Duration	OBA Count	OBA Duration
	0	0:00:00.0	0	0:00:00.0

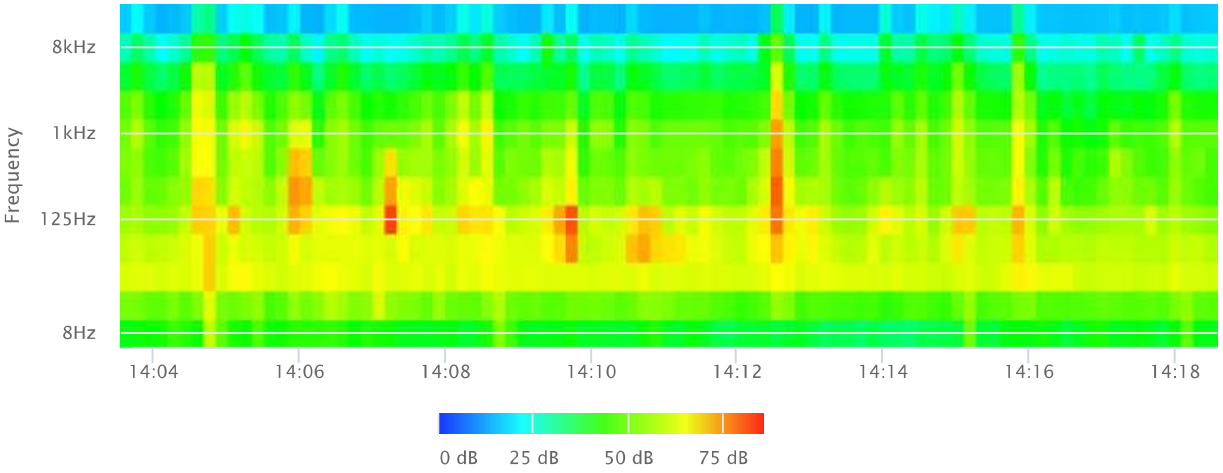
Statistics

LAS 2.0	72.1 dB
LAS 8.0	65.4 dB
LAS 25.0	59.0 dB
LAS 50.0	54.7 dB
LAS 66.6	53.2 dB
LAS 90.0	50.5 dB

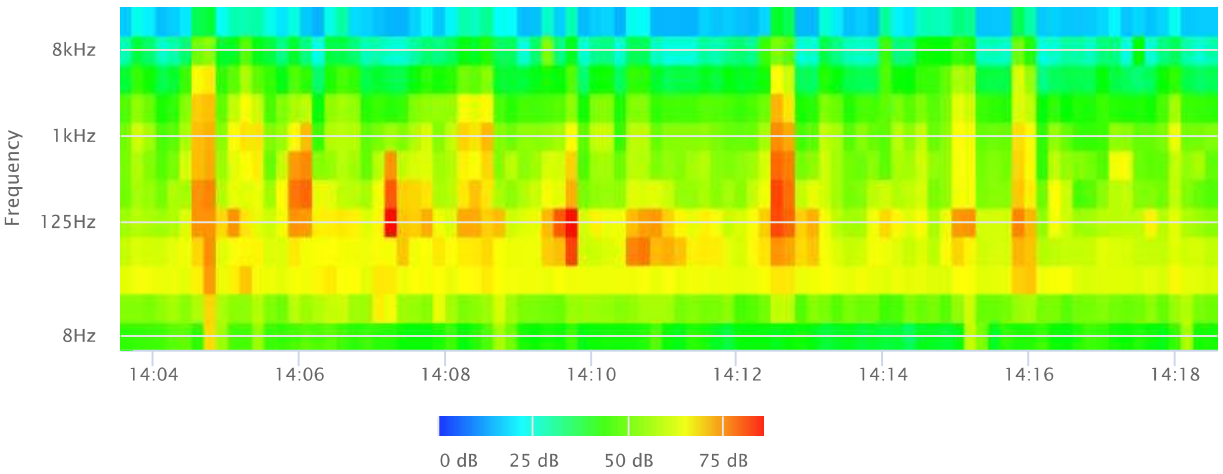
Time History



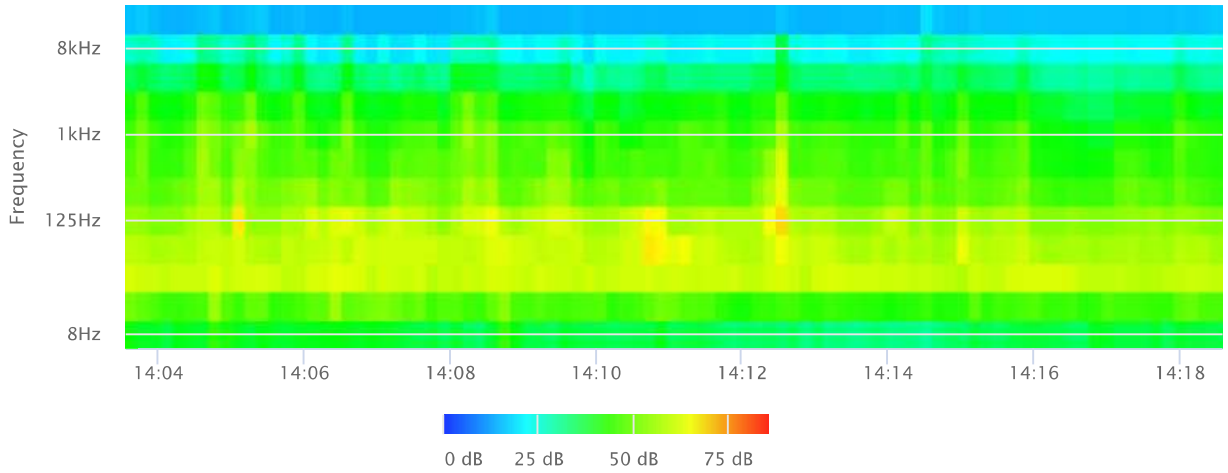
OBA 1/1 Leq



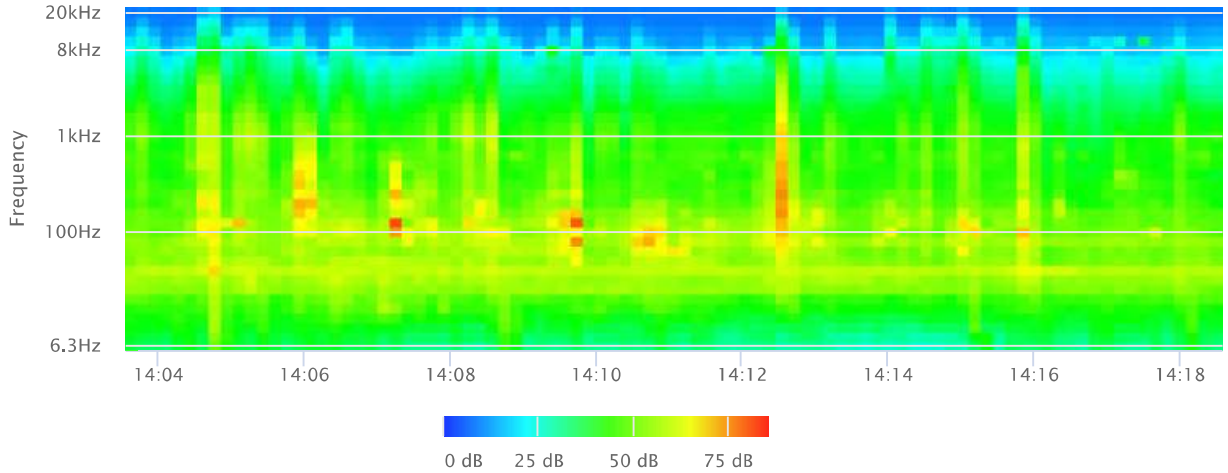
OBA 1/1 Lmax



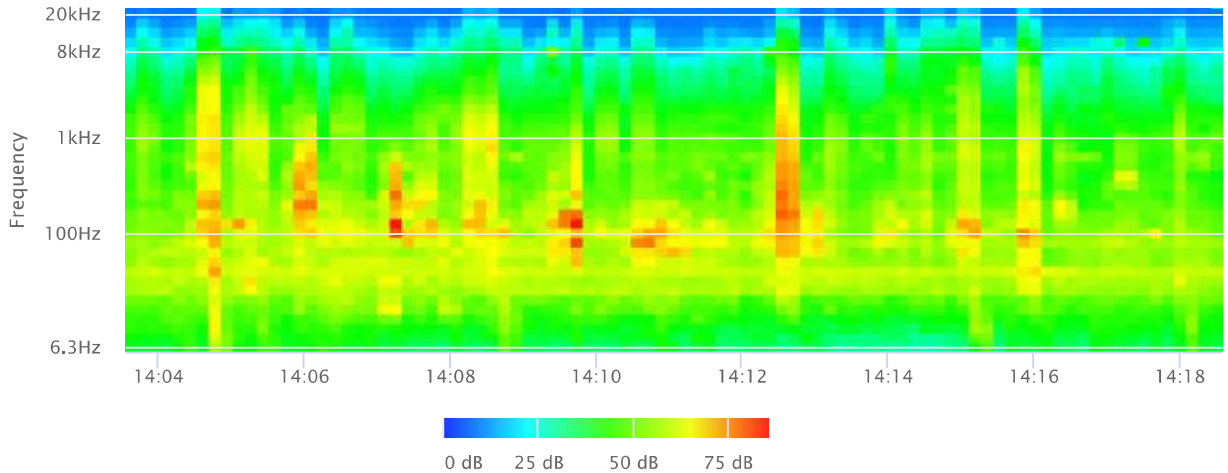
OBA 1/1 Lmin



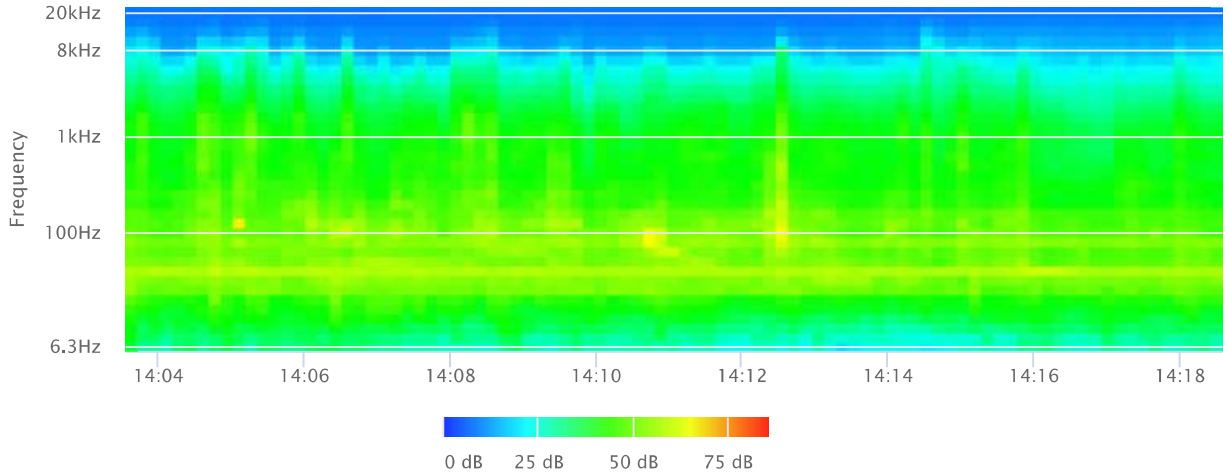
OBA 1/3 Leq



OBA 1/3 Lmax



OBA 1/3 Lmin


20kHz
8kHz
1kHz
100Hz
6.3Hz
Frequency
14:04
14:06
14:08
14:10
14:12
14:14
14:16
14:18
0 dB
25 dB
50 dB
75 dB

Noise Measurement
Field Data

Project Name: Hilton Industrial Facility, City of Fontana **Date:** November 20, 2025

Project #: 19866

Noise Measurement #: STNM4 Run Time 15 minutes **Technician:** Ian Edward Gallagher

Nearest Address or Cross Street: 8080 Redwood Avenue, Fontana, CA 92336

Site Description (Type of Existing Land Use and any other notable features): Project Site: Western edge of N-S bound Redwood Ave (no sidewalk) outside residence 8080 Redwood Ave. Adjacent: Foothill Blvd running E-W, 240' S of STNM4. Mixture of businesse & older residences in area.

Weather: Overcast. Sunset: 4:43 PM **Settings:** SLOW FAST

Temperature: 58 deg F **Wind:** 4 mph **Humidity:** 64% **Terrain:** Flat

Start Time: 3:13 PM **End Time:** 3:28 PM **Run Time:**

Leq: 64.9 dB

Lmax 79.7 dB

L2 73.9 dB

L8 69.9 dB

L25 64.3 dB

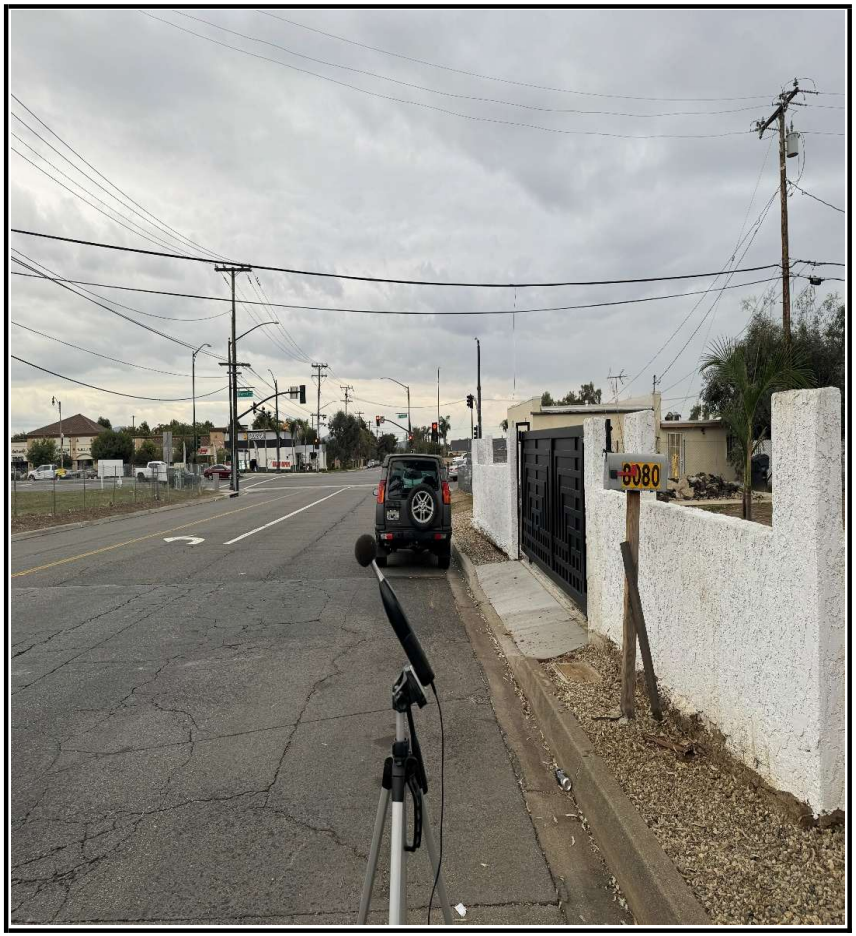
L50 59.3 dB

Primary Noise Source: Traffic noise from 36 vehicles passing STNM4 microphone, travelling N-S along Redwood Ave. Traffic noise from Foothill Blvd running E-W , 240' S of STNM4.

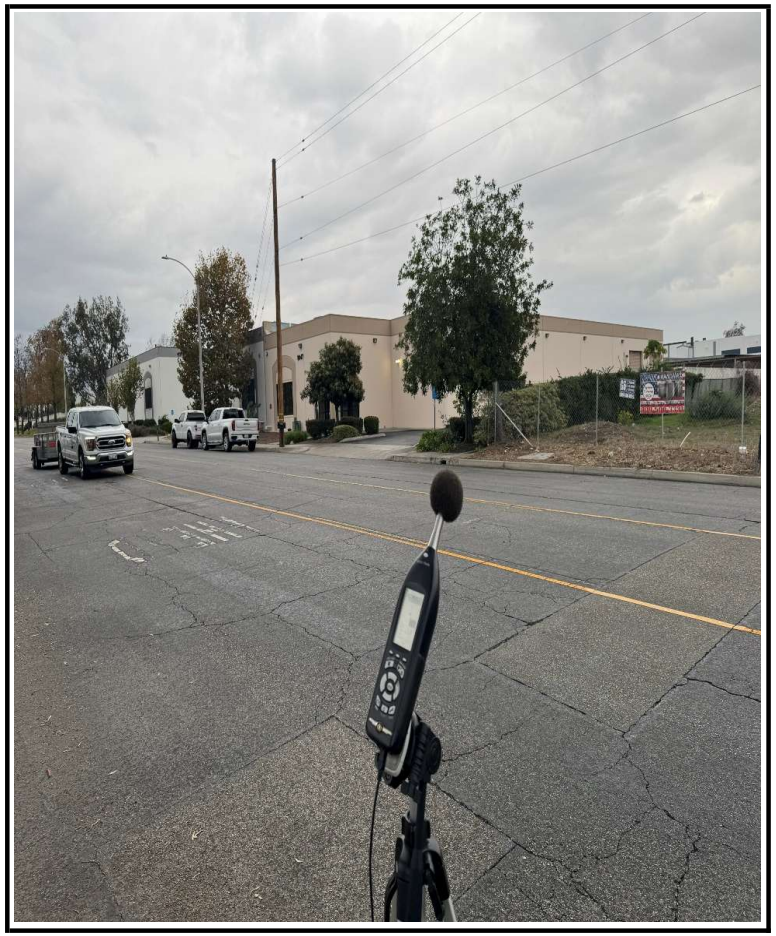
Secondary Noise Sources: Bird song, leaf rustle fom 4mph breeze. Some residential ambiance. Distant train horns. Overhead commercial airtraffic (Ontario Airport 9 miles WSW)

NOISE METER:	SoundTrack LXT Class 1	**CALIBRATOR:**	Larson Davis CAL 250
MAKE:	Larson Davis	**MAKE:**	Larson Davis
MODEL:	LXT1	**MODEL:**	CAL 250
SERIAL NUMBER:	3099	**SERIAL NUMBER:**	2723
FACTORY CALIBRATION DATE:	7/31/2024	**FACTORY CALIBRATION DATE:**	7/10/2024
FIELD CALIBRATION DATE:	11/20/2025		

PHOTOS:



STNM4 looking S towards Redwood Avenue & Foothill Boulevard (traffic lights 240' S), residence 8080 Redwood Avenue, Fontana on the right.



STNM4 looking NE across Redwood Avenue towards building 8047 Redwood Avenue (left) & the remains (demolished) of what use to be residence 8055 Redwood Avenue, Fontana (right).

Measurement Report

Report Summary

Meter's File Name	LxT_Data.668.s	Computer's File Name	LxT_0003099-20251120 151346-LxT_Data.668.ldbin
Meter	LxT1 0003099		
Firmware	2.404		
User	Ian Edward Gallagher	Location	STNM4 34° 6'26.50"N 117°29'3.71"W
Job Description	15 minute noise measurement		
Note	Ganddini Project #19866 Hilton Industrial Facility, City of Fontana		
Start Time	2025-11-20 15:13:46	Duration	0:15:00.0
End Time	2025-11-20 15:28:46	Run Time	0:15:00.0
Pause Time	0:00:00.0		

Results

Overall Metrics

LA_{eq}	64.9 dB		
LAE	94.4 dB	SEA	--- dB
EA	308.5 µPa²h	LAFTM5	70.7 dB
EA8	9.9 mPa²h		
EA40	49.4 mPa²h		
LA_{peak}	103.1 dB	2025-11-20 15:16:27	
LAS_{max}	79.7 dB	2025-11-20 15:16:28	
LAS_{min}	47.8 dB	2025-11-20 15:18:20	
LA_{eq}	64.9 dB		
LC_{eq}	75.2 dB	LC_{eq} - LA_{eq}	10.3 dB
LAI_{eq}	68.6 dB	LAI_{eq} - LA_{eq}	3.7 dB

Exceedances	Count	Duration
LAS > 65.0 dB	32	0:03:53.4
LAS > 85.0 dB	0	0:00:00.0
LApeak > 135.0 dB	0	0:00:00.0
LApeak > 137.0 dB	0	0:00:00.0
LApeak > 140.0 dB	0	0:00:00.0

Community Noise	LDN	LDay	LNight
	--- dB	--- dB	0.0 dB

	LDEN	LDay	LEve	LNight
	--- dB	--- dB	--- dB	--- dB

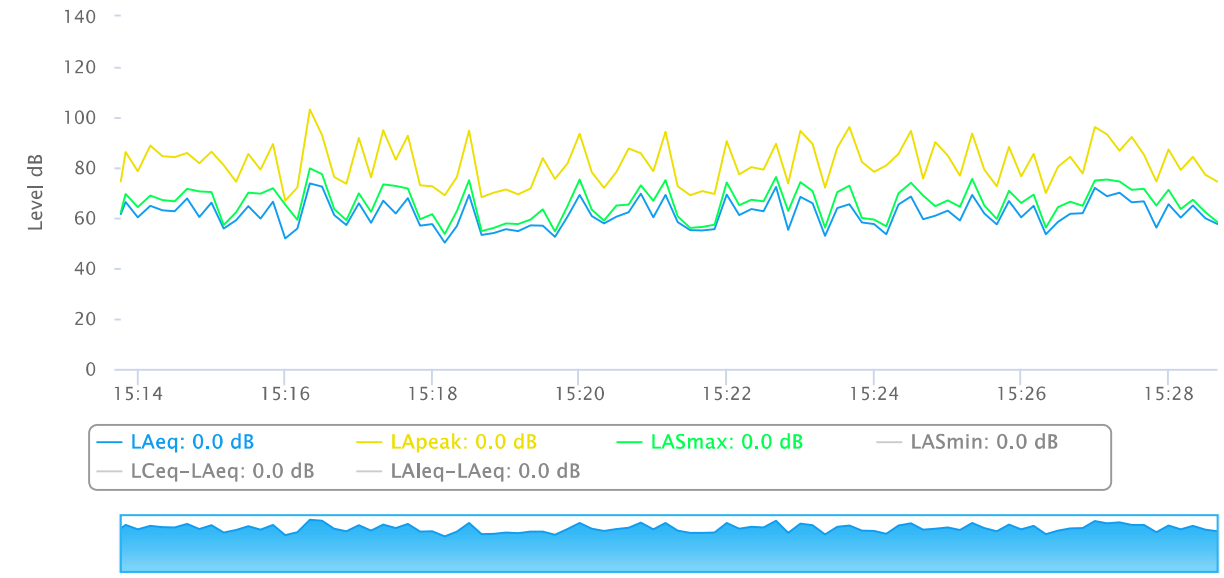
Any Data	A		C		Z	
	Level	Time Stamp	Level	Time Stamp	Level	Time Stamp
L_{eq}	64.9 dB		75.2 dB		--- dB	
$Ls_{(max)}$	79.7 dB	2025-11-20 15:16:28	--- dB		--- dB	
$LS_{(min)}$	47.8 dB	2025-11-20 15:18:20	--- dB		--- dB	
$L_{Peak(max)}$	103.1 dB	2025-11-20 15:16:27	--- dB		--- dB	

Overloads	Count	Duration	OBA Count	OBA Duration
	0	0:00:00.0	0	0:00:00.0

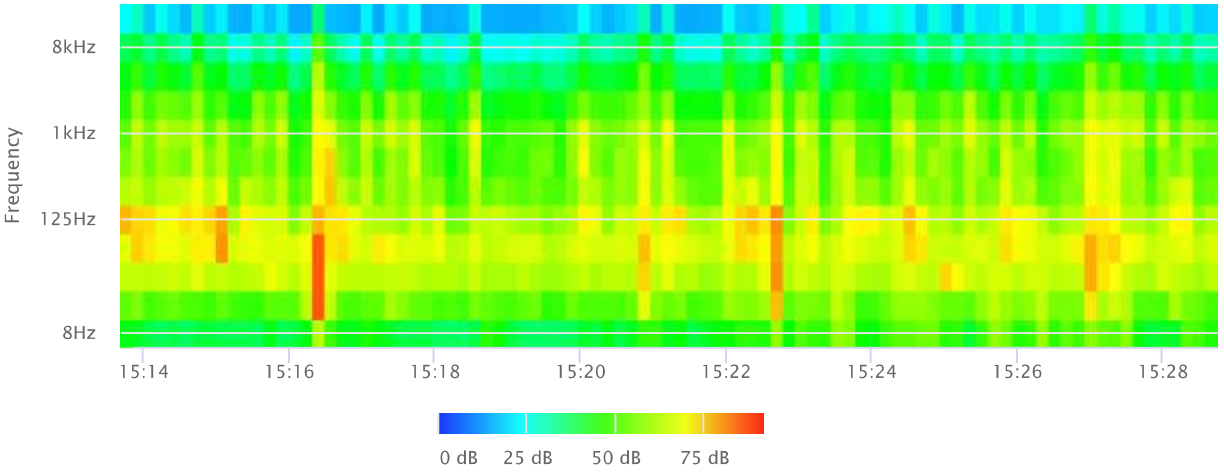
Statistics

LAS 2.0	73.9 dB
LAS 8.0	69.9 dB
LAS 25.0	64.3 dB
LAS 50.0	59.3 dB
LAS 66.6	57.3 dB
LAS 90.0	53.6 dB

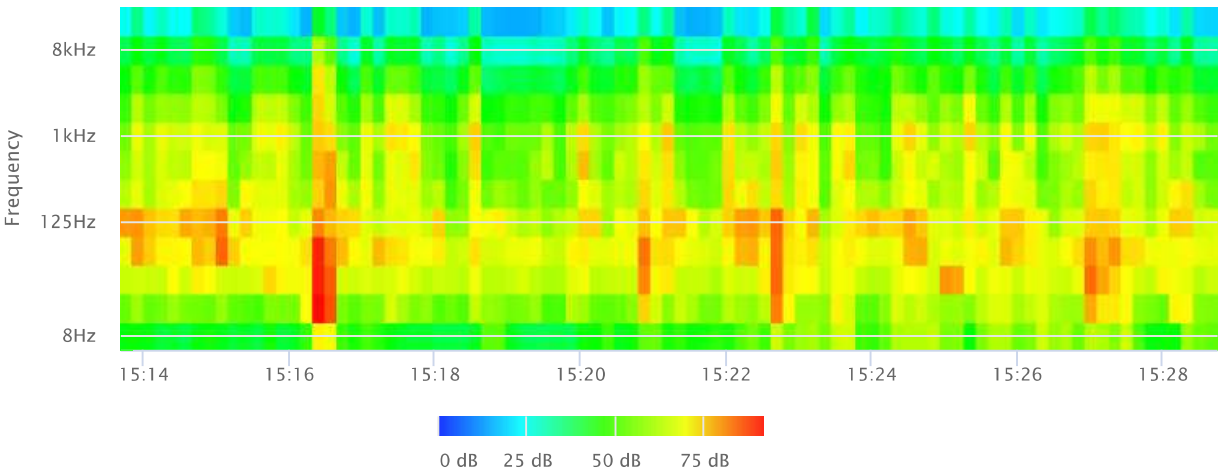
Time History



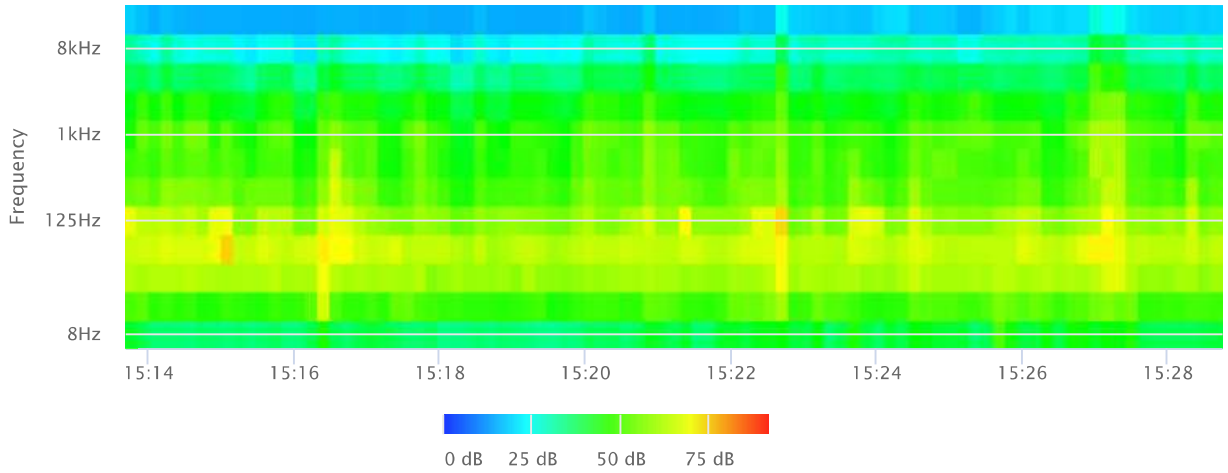
OBA 1/1 Leq



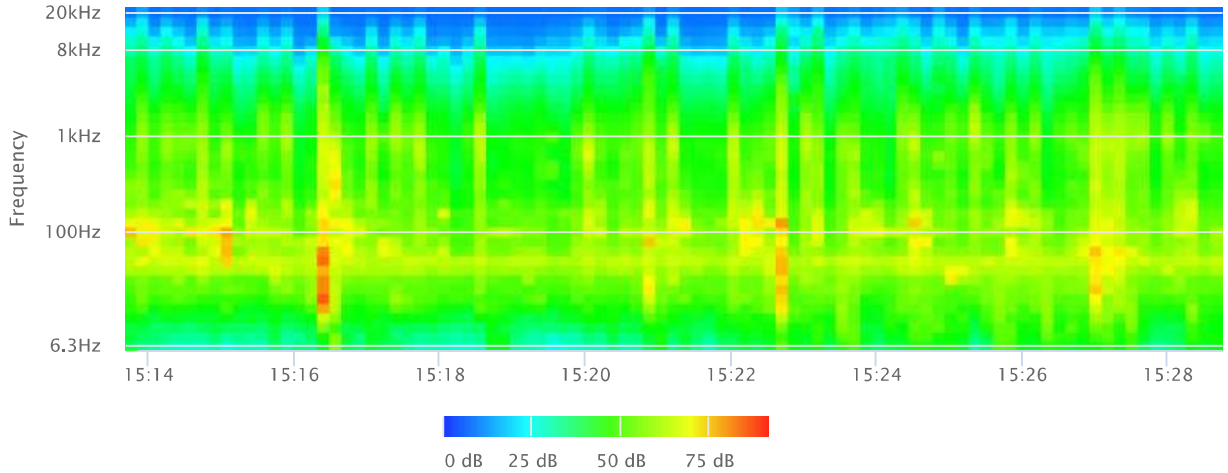
OBA 1/1 Lmax



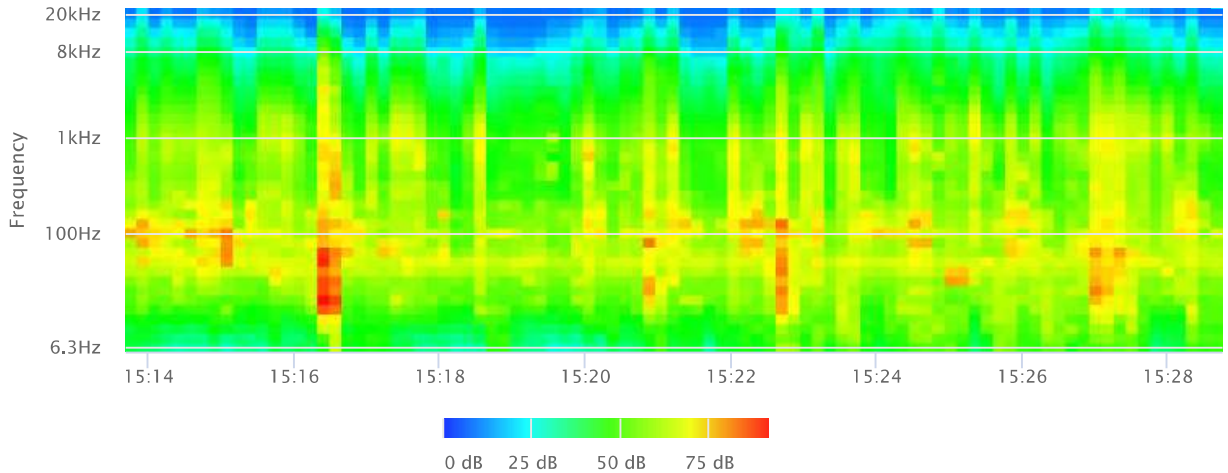
OBA 1/1 Lmin



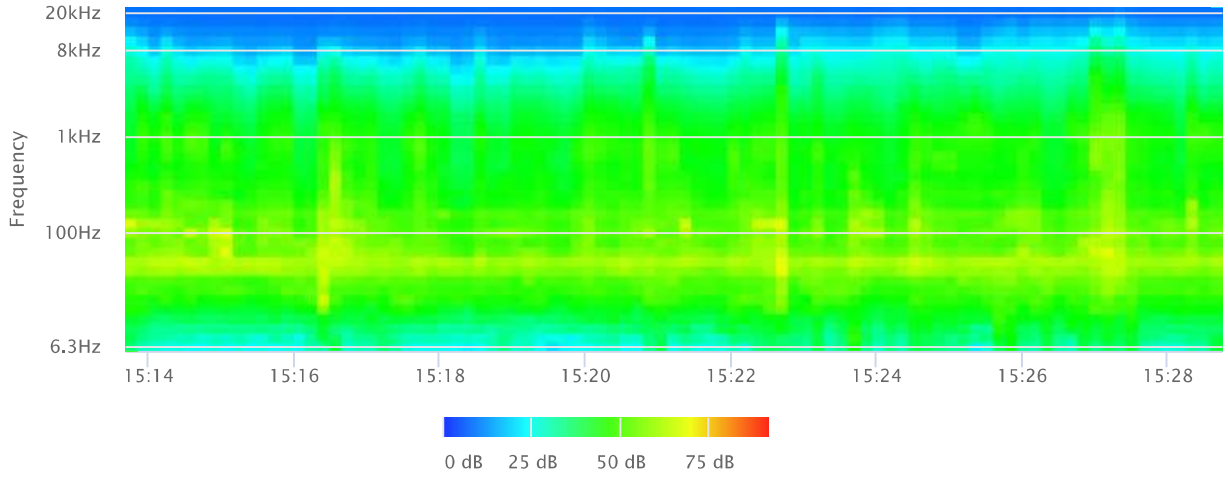
OBA 1/3 Leq



OBA 1/3 Lmax



OBA 1/3 Lmin


20kHz
8kHz
1kHz
100Hz
6.3Hz
Frequency
15:14
15:16
15:18
15:20
15:22
15:24
15:26
15:28
0 dB
25 dB
50 dB
75 dB

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APPENDIX D
CALEEMOD DETAILED REPORT

Hilton Warehouses Detailed Report

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1. Basic Project Information

1.1. Basic Project Information

Data Field	Value
Project Name	Hilton Warehouses
Construction Start Date	1/1/2026
Operational Year	2026
Lead Agency	—
Land Use Scale	Project/site
Analysis Level for Defaults	County
Windspeed (m/s)	2.80
Precipitation (days)	6.40
Location	34.10931147833928, -117.4809929555013
County	San Bernardino-South Coast
City	Fontana
Air District	South Coast AQMD
Air Basin	South Coast
TAZ	5304
EDFZ	10
Electric Utility	Southern California Edison
Gas Utility	Southern California Gas
App Version	2022.1.1.29

1.2. Land Use Types

Land Use Subtype	Size	Unit	Lot Acreage	Building Area (sq ft)	Landscape Area (sq ft)	Special Landscape Area (sq ft)	Population	Description
General Light Industry	73.5	1000sqft	4.00	73,550	19,560	—	—	—

1.3. User-Selected Emission Reduction Measures by Emissions Sector

No measures selected

2. Emissions Summary

2.1. Construction Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	1.46	1.21	10.4	15.4	0.03	0.38	0.51	0.89	0.35	0.12	0.48	—	3,189	3,189	0.14	0.09	2.42	3,222
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	38.1	38.0	29.2	29.8	0.05	1.24	7.89	9.14	1.14	3.99	5.14	—	5,519	5,519	0.22	0.09	0.06	5,540
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	1.94	1.93	7.17	10.1	0.02	0.27	0.49	0.75	0.25	0.16	0.41	—	2,099	2,099	0.09	0.06	0.66	2,119
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.35	0.35	1.31	1.83	< 0.005	0.05	0.09	0.14	0.05	0.03	0.07	—	347	347	0.01	0.01	0.11	351

2.2. Construction Emissions by Year, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Year	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily - Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2026	1.46	1.21	10.4	15.4	0.03	0.38	0.51	0.89	0.35	0.12	0.48	—	3,189	3,189	0.14	0.09	2.42	3,222

Daily - Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2026	3.82	3.21	29.2	29.8	0.05	1.24	7.89	9.14	1.14	3.99	5.14	—	5,519	5,519	0.22	0.09	0.06	5,540
2027	38.1	38.0	9.91	14.7	0.03	0.34	0.51	0.85	0.32	0.12	0.44	—	3,139	3,139	0.13	0.09	0.06	3,169
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2026	1.00	0.83	7.17	10.1	0.02	0.27	0.49	0.75	0.25	0.16	0.41	—	2,099	2,099	0.09	0.06	0.66	2,119
2027	1.94	1.93	0.48	0.76	< 0.005	0.02	0.02	0.04	0.02	0.01	0.02	—	132	132	< 0.005	< 0.005	0.04	133
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2026	0.18	0.15	1.31	1.83	< 0.005	0.05	0.09	0.14	0.05	0.03	0.07	—	347	347	0.01	0.01	0.11	351
2027	0.35	0.35	0.09	0.14	< 0.005	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	—	21.9	21.9	< 0.005	< 0.005	0.01	22.1

2.4. Operations Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	2.42	2.33	0.88	3.92	0.01	0.07	< 0.005	0.07	0.07	< 0.005	0.07	81.7	2,223	2,305	8.42	0.09	19.2	2,562
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	1.85	1.81	0.85	0.72	0.01	0.06	< 0.005	0.07	0.06	< 0.005	0.07	81.7	2,210	2,292	8.42	0.09	19.1	2,548
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	2.24	2.17	0.87	2.91	0.01	0.07	< 0.005	0.07	0.07	< 0.005	0.07	81.7	2,219	2,301	8.42	0.09	19.2	2,558
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.41	0.40	0.16	0.53	< 0.005	0.01	< 0.005	0.01	0.01	< 0.005	0.01	13.5	367	381	1.39	0.02	3.17	423

2.5. Operations Emissions by Sector, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Sector	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	< 0.005	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	5.61	5.61	< 0.005	< 0.005	0.03	5.82
Area	2.33	2.29	0.03	3.20	< 0.005	0.01	—	0.01	< 0.005	—	< 0.005	—	13.2	13.2	< 0.005	< 0.005	—	13.2
Energy	0.09	0.05	0.85	0.71	0.01	0.06	—	0.06	0.06	—	0.06	—	2,033	2,033	0.15	0.01	—	2,040
Water	—	—	—	—	—	—	—	—	—	—	—	32.6	171	204	3.35	0.08	—	312
Waste	—	—	—	—	—	—	—	—	—	—	—	49.2	0.00	49.2	4.91	0.00	—	172
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	19.1	19.1
Total	2.42	2.33	0.88	3.92	0.01	0.07	< 0.005	0.07	0.07	< 0.005	0.07	81.7	2,223	2,305	8.42	0.09	19.2	2,562
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	< 0.005	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	5.54	5.54	< 0.005	< 0.005	< 0.005	5.73
Area	1.76	1.76	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Energy	0.09	0.05	0.85	0.71	0.01	0.06	—	0.06	0.06	—	0.06	—	2,033	2,033	0.15	0.01	—	2,040
Water	—	—	—	—	—	—	—	—	—	—	—	32.6	171	204	3.35	0.08	—	312
Waste	—	—	—	—	—	—	—	—	—	—	—	49.2	0.00	49.2	4.91	0.00	—	172
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	19.1	19.1
Total	1.85	1.81	0.85	0.72	0.01	0.06	< 0.005	0.07	0.06	< 0.005	0.07	81.7	2,210	2,292	8.42	0.09	19.1	2,548
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	5.55	5.55	< 0.005	< 0.005	0.01	5.75
Area	2.15	2.12	0.02	2.19	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	9.01	9.01	< 0.005	< 0.005	—	9.04
Energy	0.09	0.05	0.85	0.71	0.01	0.06	—	0.06	0.06	—	0.06	—	2,033	2,033	0.15	0.01	—	2,040
Water	—	—	—	—	—	—	—	—	—	—	—	32.6	171	204	3.35	0.08	—	312
Waste	—	—	—	—	—	—	—	—	—	—	—	49.2	0.00	49.2	4.91	0.00	—	17

Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	19.1	19.1
Total	2.24	2.17	0.87	2.91	0.01	0.07	< 0.005	0.07	0.07	< 0.005	0.07	81.7	2,219	2,301	8.42	0.09	19.2	2,558
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.92	0.92	< 0.005	< 0.005	< 0.005	0.95
Area	0.39	0.39	< 0.005	0.40	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	1.49	1.49	< 0.005	< 0.005	—	1.50
Energy	0.02	0.01	0.15	0.13	< 0.005	0.01	—	0.01	0.01	—	0.01	—	337	337	0.03	< 0.005	—	338
Water	—	—	—	—	—	—	—	—	—	—	—	5.40	28.3	33.7	0.56	0.01	—	51.6
Waste	—	—	—	—	—	—	—	—	—	—	—	8.14	0.00	8.14	0.81	0.00	—	28.5
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.17	3.17
Total	0.41	0.40	0.16	0.53	< 0.005	0.01	< 0.005	0.01	0.01	< 0.005	0.01	13.5	367	381	1.39	0.02	3.17	423

3. Construction Emissions Details

3.1. Site Preparation (2026) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	3.74	3.14	29.2	28.8	0.05	1.24	—	1.24	1.14	—	1.14	—	5,298	5,298	0.21	0.04	—	5,316
Dust From Material Movement	—	—	—	—	—	—	7.67	7.67	—	3.94	3.94	—	—	—	—	—	—	—

Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.05	0.04	0.40	0.39	< 0.005	0.02	—	0.02	0.02	—	0.02	—	72.6	72.6	< 0.005	< 0.005	—	72.8
Dust From Material Movement	—	—	—	—	—	—	0.11	0.11	—	0.05	0.05	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.01	0.07	0.07	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	12.0	12.0	< 0.005	< 0.005	—	12.1
Dust From Material Movement	—	—	—	—	—	—	0.02	0.02	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.08	0.07	0.08	0.95	0.00	0.00	0.23	0.23	0.00	0.05	0.05	—	222	222	< 0.005	0.01	0.02	224
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	3.08	3.08	< 0.005	< 0.005	< 0.005	3.12
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	0.51	0.51	< 0.005	< 0.005	< 0.005	0.52
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.3. Grading (2026) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.96	1.65	15.0	17.4	0.03	0.65	—	0.65	0.59	—	0.59	—	2,960	2,960	0.12	0.02	—	2,970
Dust From Material Movement	—	—	—	—	—	—	2.76	2.76	—	1.34	1.34	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Off-Road	0.04	0.04	0.33	0.38	< 0.005	0.01	—	0.01	0.01	—	0.01	—	64.9	64.9	< 0.005	< 0.005	—	65.1
Dust From Material Movement	—	—	—	—	—	—	0.06	0.06	—	0.03	0.03	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.01	0.06	0.07	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	10.7	10.7	< 0.005	< 0.005	—	10.8
Dust From Material Movement	—	—	—	—	—	—	0.01	0.01	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.07	0.06	0.07	0.82	0.00	0.00	0.20	0.20	0.00	0.05	0.05	—	190	190	< 0.005	0.01	0.02	192
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.02	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	4.22	4.22	< 0.005	< 0.005	0.01	4.28
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Worker	< 0.005	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	0.70	0.70	< 0.005	< 0.005	< 0.005	0.71
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.5. Building Construction (2026) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.28	1.07	9.85	13.0	0.02	0.38	—	0.38	0.35	—	0.35	—	2,397	2,397	0.10	0.02	—	2,405
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.28	1.07	9.85	13.0	0.02	0.38	—	0.38	0.35	—	0.35	—	2,397	2,397	0.10	0.02	—	2,405
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.79	0.66	6.09	8.02	0.01	0.23	—	0.23	0.22	—	0.22	—	1,482	1,482	0.06	0.01	—	1,488
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.14	0.12	1.11	1.46	< 0.005	0.04	—	0.04	0.04	—	0.04	—	245	245	0.01	< 0.005	—	246
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.15	0.13	0.12	2.22	0.00	0.00	0.40	0.40	0.00	0.09	0.09	—	426	426	0.02	0.01	1.46	433
Vendor	0.04	0.01	0.40	0.21	< 0.005	0.01	0.10	0.11	0.01	0.03	0.03	—	366	366	0.03	0.06	0.97	384
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.14	0.12	0.14	1.68	0.00	0.00	0.40	0.40	0.00	0.09	0.09	—	391	391	0.01	0.02	0.04	396
Vendor	0.04	0.01	0.41	0.22	< 0.005	0.01	0.10	0.11	0.01	0.03	0.03	—	366	366	0.03	0.06	0.03	383
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.09	0.08	0.09	1.09	0.00	0.00	0.25	0.25	0.00	0.06	0.06	—	245	245	< 0.005	0.01	0.39	249
Vendor	0.02	< 0.005	0.26	0.13	< 0.005	< 0.005	0.06	0.07	< 0.005	0.02	0.02	—	226	226	0.02	0.03	0.26	237
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.02	0.01	0.02	0.20	0.00	0.00	0.05	0.05	0.00	0.01	0.01	—	40.6	40.6	< 0.005	< 0.005	0.06	41.1
Vendor	< 0.005	< 0.005	0.05	0.02	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	37.4	37.4	< 0.005	0.01	0.04	39.3
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.7. Building Construction (2027) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.23	1.03	9.39	12.9	0.02	0.34	—	0.34	0.31	—	0.31	—	2,397	2,397	0.10	0.02	—	2,405
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.02	0.01	0.13	0.18	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	32.8	32.8	< 0.005	< 0.005	—	32.9
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	< 0.005	0.02	0.03	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	5.44	5.44	< 0.005	< 0.005	—	5.46
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.13	0.12	0.12	1.56	0.00	0.00	0.40	0.40	0.00	0.09	0.09	—	383	383	0.01	0.01	0.03	388
Vendor	0.03	0.01	0.40	0.21	< 0.005	0.01	0.10	0.11	0.01	0.03	0.03	—	359	359	0.03	0.05	0.02	376
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.02	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	5.32	5.32	< 0.005	< 0.005	0.01	5.39
Vendor	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	4.92	4.92	< 0.005	< 0.005	0.01	5.15
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	0.88	0.88	< 0.005	< 0.005	< 0.005	0.89
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.81	0.81	< 0.005	< 0.005	< 0.005	0.85
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.9. Paving (2027) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.79	0.66	6.09	8.83	0.01	0.24	—	0.24	0.22	—	0.22	—	1,350	1,350	0.05	0.01	—	1,355
Paving	0.00	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.04	0.03	0.30	0.44	< 0.005	0.01	—	0.01	0.01	—	0.01	—	66.6	66.6	< 0.005	< 0.005	—	66.8
Paving	0.00	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.01	0.05	0.08	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	11.0	11.0	< 0.005	< 0.005	—	11.1
Paving	0.00	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.09	0.08	0.08	1.01	0.00	0.00	0.26	0.26	0.00	0.06	0.06	—	248	248	< 0.005	0.01	0.02	251
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.05	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	12.4	12.4	< 0.005	< 0.005	0.02	12.6
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	2.05	2.05	< 0.005	< 0.005	< 0.005	2.08
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.11. Architectural Coating (2027) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.14	0.11	0.83	1.13	< 0.005	0.02	—	0.02	0.02	—	0.02	—	134	134	0.01	< 0.005	—	134
Architectural Coatings	37.9	37.9	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.01	0.04	0.06	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	6.58	6.58	< 0.005	< 0.005	—	6.61
Architectural Coatings	1.87	1.87	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	1.09	1.09	< 0.005	< 0.005	—	1.09
Architectural Coatings	0.34	0.34	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.03	0.02	0.02	0.31	0.00	0.00	0.08	0.08	0.00	0.02	0.02	—	76.6	76.6	< 0.005	< 0.005	0.01	77.6
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.02	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	3.83	3.83	< 0.005	< 0.005	0.01	3.88
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	0.63	0.63	< 0.005	< 0.005	< 0.005	0.64
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

4. Operations Emissions Details

4.1. Mobile Emissions by Land Use

4.1.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Light Industry	< 0.005	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	5.61	5.61	< 0.005	< 0.005	0.03	5.82
Total	< 0.005	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	5.61	5.61	< 0.005	< 0.005	0.03	5.82
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Light Industry	< 0.005	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	5.54	5.54	< 0.005	< 0.005	< 0.005	5.73
Total	< 0.005	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	5.54	5.54	< 0.005	< 0.005	< 0.005	5.73
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Light Industry	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.92	0.92	< 0.005	< 0.005	< 0.005	0.95
Total	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.92	0.92	< 0.005	< 0.005	< 0.005	0.95

4.2. Energy

4.2.1. Electricity Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Light Industry	—	—	—	—	—	—	—	—	—	—	—	—	1,022	1,022	0.06	0.01	—	1,026
Total	—	—	—	—	—	—	—	—	—	—	—	—	1,022	1,022	0.06	0.01	—	1,026
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Light Industry	—	—	—	—	—	—	—	—	—	—	—	—	1,022	1,022	0.06	0.01	—	1,026
Total	—	—	—	—	—	—	—	—	—	—	—	—	1,022	1,022	0.06	0.01	—	1,026
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Light Industry	—	—	—	—	—	—	—	—	—	—	—	—	169	169	0.01	< 0.005	—	170
Total	—	—	—	—	—	—	—	—	—	—	—	—	169	169	0.01	< 0.005	—	170

4.2.3. Natural Gas Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Light Industry	0.09	0.05	0.85	0.71	0.01	0.06	—	0.06	0.06	—	0.06	—	1,011	1,011	0.09	< 0.005	—	1,014
Total	0.09	0.05	0.85	0.71	0.01	0.06	—	0.06	0.06	—	0.06	—	1,011	1,011	0.09	< 0.005	—	1,014

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Light Industry	0.09	0.05	0.85	0.71	0.01	0.06	—	0.06	0.06	—	0.06	—	1,011	1,011	0.09	< 0.005	—	1,014
Total	0.09	0.05	0.85	0.71	0.01	0.06	—	0.06	0.06	—	0.06	—	1,011	1,011	0.09	< 0.005	—	1,014
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Light Industry	0.02	0.01	0.15	0.13	< 0.005	0.01	—	0.01	0.01	—	0.01	—	167	167	0.01	< 0.005	—	168
Total	0.02	0.01	0.15	0.13	< 0.005	0.01	—	0.01	0.01	—	0.01	—	167	167	0.01	< 0.005	—	168

4.3. Area Emissions by Source

4.3.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Source	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	1.57	1.57	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	0.19	0.19	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	0.57	0.53	0.03	3.20	< 0.005	0.01	—	0.01	< 0.005	—	< 0.005	—	13.2	13.2	< 0.005	< 0.005	—	13.2
Total	2.33	2.29	0.03	3.20	< 0.005	0.01	—	0.01	< 0.005	—	< 0.005	—	13.2	13.2	< 0.005	< 0.005	—	13.2

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	1.57	1.57	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	0.19	0.19	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	1.76	1.76	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	0.29	0.29	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	0.03	0.03	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	0.07	0.07	< 0.005	0.40	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	1.49	1.49	< 0.005	< 0.005	—	1.50
Total	0.39	0.39	< 0.005	0.40	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	1.49	1.49	< 0.005	< 0.005	—	1.50

4.4. Water Emissions by Land Use

4.4.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

General Light Industry	—	—	—	—	—	—	—	—	—	—	—	32.6	171	204	3.35	0.08	—	312
Total	—	—	—	—	—	—	—	—	—	—	—	32.6	171	204	3.35	0.08	—	312
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Light Industry	—	—	—	—	—	—	—	—	—	—	—	32.6	171	204	3.35	0.08	—	312
Total	—	—	—	—	—	—	—	—	—	—	—	32.6	171	204	3.35	0.08	—	312
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Light Industry	—	—	—	—	—	—	—	—	—	—	—	5.40	28.3	33.7	0.56	0.01	—	51.6
Total	—	—	—	—	—	—	—	—	—	—	—	5.40	28.3	33.7	0.56	0.01	—	51.6

4.5. Waste Emissions by Land Use

4.5.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Light Industry	—	—	—	—	—	—	—	—	—	—	—	49.2	0.00	49.2	4.91	0.00	—	172
Total	—	—	—	—	—	—	—	—	—	—	—	49.2	0.00	49.2	4.91	0.00	—	172
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

General Light Industry	—	—	—	—	—	—	—	—	—	—	—	49.2	0.00	49.2	4.91	0.00	—	172
Total	—	—	—	—	—	—	—	—	—	—	—	49.2	0.00	49.2	4.91	0.00	—	172
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Light Industry	—	—	—	—	—	—	—	—	—	—	—	8.14	0.00	8.14	0.81	0.00	—	28.5
Total	—	—	—	—	—	—	—	—	—	—	—	8.14	0.00	8.14	0.81	0.00	—	28.5

4.6. Refrigerant Emissions by Land Use

4.6.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Light Industry	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	19.1	19.1
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	19.1	19.1
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Light Industry	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	19.1	19.1
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	19.1	19.1
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Light Industry	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.17	3.17

Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.17	3.17

4.7. Offroad Emissions By Equipment Type

4.7.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.8. Stationary Emissions By Equipment Type

4.8.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.9. User Defined Emissions By Equipment Type

4.9.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10. Soil Carbon Accumulation By Vegetation Type

4.10.1. Soil Carbon Accumulation By Vegetation Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Vegetation	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.2. Above and Belowground Carbon Accumulation by Land Use Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.3. Avoided and Sequestered Emissions by Species - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Species	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

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5. Activity Data

5.1. Construction Schedule

Phase Name	Phase Type	Start Date	End Date	Days Per Week	Work Days per Phase	Phase Description
Site Preparation	Site Preparation	1/30/2026	2/6/2026	5.00	5.00	—
Grading	Grading	2/7/2026	2/18/2026	5.00	8.00	—
Building Construction	Building Construction	2/19/2026	1/7/2027	5.00	230	—
Paving	Paving	1/8/2027	2/2/2027	5.00	18.0	—
Architectural Coating	Architectural Coating	2/3/2027	2/28/2027	5.00	18.0	—

5.2. Off-Road Equipment

5.2.1. Unmitigated

Phase Name	Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
Site Preparation	Rubber Tired Dozers	Diesel	Average	3.00	8.00	367	0.40
Site Preparation	Tractors/Loaders/Backhoes	Diesel	Average	4.00	8.00	84.0	0.37
Grading	Excavators	Diesel	Average	1.00	8.00	36.0	0.38
Grading	Graders	Diesel	Average	1.00	8.00	148	0.41
Grading	Rubber Tired Dozers	Diesel	Average	1.00	8.00	367	0.40
Grading	Tractors/Loaders/Backhoes	Diesel	Average	3.00	8.00	84.0	0.37
Building Construction	Cranes	Diesel	Average	1.00	7.00	367	0.29
Building Construction	Forklifts	Diesel	Average	3.00	8.00	82.0	0.20
Building Construction	Generator Sets	Diesel	Average	1.00	8.00	14.0	0.74
Building Construction	Tractors/Loaders/Backhoes	Diesel	Average	3.00	7.00	84.0	0.37
Building Construction	Welders	Diesel	Average	1.00	8.00	46.0	0.45

Paving	Cement and Mortar Mixers	Diesel	Average	2.00	6.00	10.0	0.56
Paving	Pavers	Diesel	Average	1.00	8.00	81.0	0.42
Paving	Paving Equipment	Diesel	Average	2.00	6.00	89.0	0.36
Paving	Rollers	Diesel	Average	2.00	6.00	36.0	0.38
Paving	Tractors/Loaders/Backhoes	Diesel	Average	1.00	8.00	84.0	0.37
Architectural Coating	Air Compressors	Diesel	Average	1.00	6.00	37.0	0.48

5.3. Construction Vehicles

5.3.1. Unmitigated

Phase Name	Trip Type	One-Way Trips per Day	Miles per Trip	Vehicle Mix
Site Preparation	—	—	—	—
Site Preparation	Worker	17.5	18.5	LDA,LDT1,LDT2
Site Preparation	Vendor	—	10.2	HHDT,MHDT
Site Preparation	Hauling	0.00	20.0	HHDT
Site Preparation	Onsite truck	—	—	HHDT
Grading	—	—	—	—
Grading	Worker	15.0	18.5	LDA,LDT1,LDT2
Grading	Vendor	—	10.2	HHDT,MHDT
Grading	Hauling	0.00	20.0	HHDT
Grading	Onsite truck	—	—	HHDT
Building Construction	—	—	—	—
Building Construction	Worker	30.9	18.5	LDA,LDT1,LDT2
Building Construction	Vendor	12.1	10.2	HHDT,MHDT
Building Construction	Hauling	0.00	20.0	HHDT
Building Construction	Onsite truck	—	—	HHDT
Paving	—	—	—	—

Paving	Worker	20.0	18.5	LDA,LDT1,LDT2
Paving	Vendor	—	10.2	HHDT,MHDT
Paving	Hauling	0.00	20.0	HHDT
Paving	Onsite truck	—	—	HHDT
Architectural Coating	—	—	—	—
Architectural Coating	Worker	6.18	18.5	LDA,LDT1,LDT2
Architectural Coating	Vendor	—	10.2	HHDT,MHDT
Architectural Coating	Hauling	0.00	20.0	HHDT
Architectural Coating	Onsite truck	—	—	HHDT

5.4. Vehicles

5.4.1. Construction Vehicle Control Strategies

Non-applicable. No control strategies activated by user.

5.5. Architectural Coatings

Phase Name	Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
Architectural Coating	0.00	0.00	110,325	36,775	—

5.6. Dust Mitigation

5.6.1. Construction Earthmoving Activities

Phase Name	Material Imported (cy)	Material Exported (cy)	Acres Graded (acres)	Material Demolished (sq. ft.)	Acres Paved (acres)
Site Preparation	—	—	7.50	0.00	—
Grading	—	—	8.00	0.00	—
Paving	0.00	0.00	0.00	0.00	0.00

5.6.2. Construction Earthmoving Control Strategies

Control Strategies Applied	Frequency (per day)	PM10 Reduction	PM2.5 Reduction
Water Exposed Area	2	61%	61%

5.7. Construction Paving

Land Use	Area Paved (acres)	% Asphalt
General Light Industry	0.00	0%

5.8. Construction Electricity Consumption and Emissions Factors

kWh per Year and Emission Factor (lb/MWh)

Year	kWh per Year	CO2	CH4	N2O
2026	0.00	532	0.03	< 0.005
2027	0.00	532	0.03	< 0.005

5.9. Operational Mobile Sources

5.9.1. Unmitigated

Land Use Type	Trips/Weekday	Trips/Saturday	Trips/Sunday	Trips/Year	VMT/Weekday	VMT/Saturday	VMT/Sunday	VMT/Year
General Light Industry	128	128	128	46,685	1,714	1,714	1,714	625,486

5.10. Operational Area Sources

5.10.1. Hearths

5.10.1.1. Unmitigated

5.10.2. Architectural Coatings

Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
				622

0	0.00	110,325	36,775	—

5.10.3. Landscape Equipment

Season	Unit	Value
Snow Days	day/yr	0.00
Summer Days	day/yr	250

5.11. Operational Energy Consumption

5.11.1. Unmitigated

Electricity (kWh/yr) and CO2 and CH4 and N2O and Natural Gas (kBTU/yr)

Land Use	Electricity (kWh/yr)	CO2	CH4	N2O	Natural Gas (kBTU/yr)
General Light Industry	701,500	532	0.0330	0.0040	3,154,274

5.12. Operational Water and Wastewater Consumption

5.12.1. Unmitigated

Land Use	Indoor Water (gal/year)	Outdoor Water (gal/year)
General Light Industry	17,008,438	314,116

5.13. Operational Waste Generation

5.13.1. Unmitigated

Land Use	Waste (ton/year)	Cogeneration (kWh/year)
General Light Industry	91.2	—

5.14. Operational Refrigeration and Air Conditioning Equipment

5.14.1. Unmitigated

Land Use Type	Equipment Type	Refrigerant	GWP	Quantity (kg)	Operations Leak Rate	Service Leak Rate	Times Serviced
General Light Industry	Other commercial A/C and heat pumps	R-410A	2,088	0.30	4.00	4.00	18.0

5.15. Operational Off-Road Equipment

5.15.1. Unmitigated

Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor

5.16. Stationary Sources

5.16.1. Emergency Generators and Fire Pumps

Equipment Type	Fuel Type	Number per Day	Hours per Day	Hours per Year	Horsepower	Load Factor

5.16.2. Process Boilers

Equipment Type	Fuel Type	Number	Boiler Rating (MMBtu/hr)	Daily Heat Input (MMBtu/day)	Annual Heat Input (MMBtu/yr)

5.17. User Defined

Equipment Type	Fuel Type

5.18. Vegetation

5.18.1. Land Use Change

5.18.1.1. Unmitigated

Vegetation Land Use Type	Vegetation Soil Type	Initial Acres	Final Acres

5.18.1. Biomass Cover Type

5.18.1.1. Unmitigated

Biomass Cover Type	Initial Acres	Final Acres

5.18.2. Sequestration

5.18.2.1. Unmitigated

Tree Type	Number	Electricity Saved (kWh/year)	Natural Gas Saved (btu/year)

6. Climate Risk Detailed Report

6.1. Climate Risk Summary

Cal-Adapt midcentury 2040–2059 average projections for four hazards are reported below for your project location. These are under Representation Concentration Pathway (RCP) 8.5 which assumes GHG emissions will continue to rise strongly through 2050 and then plateau around 2100.

Climate Hazard	Result for Project Location	Unit
Temperature and Extreme Heat	21.7	annual days of extreme heat
Extreme Precipitation	5.25	annual days with precipitation above 20 mm
Sea Level Rise	—	meters of inundation depth
Wildfire	0.00	annual hectares burned

Temperature and Extreme Heat data are for grid cell in which your project are located. The projection is based on the 98th historical percentile of daily maximum/minimum temperatures from observed historical data (32 climate model ensemble from Cal-Adapt, 2040–2059 average under RCP 8.5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.
Extreme Precipitation data are for the grid cell in which your project are located. The threshold of 20 mm is equivalent to about ¾ an inch of rain, which would be light to moderate rainfall if received over a full day or heavy rain if received over a period of 2 to 4 hours. Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.
Sea Level Rise data are for the grid cell in which your project are located. The projections are from Radke et al. (2017), as reported in Cal-Adapt (Radke et al., 2017, CEC-500-2017-008), and consider inundation location and depth for the San Francisco Bay, the Sacramento-San Joaquin River Delta and California coast resulting different increments of sea level rise coupled with extreme storm events. Users may select from four scenarios to view the range in potential inundation depth for the grid cell. The four scenarios are: No rise, 0.5 meter, 1.0 meter, 1.41 meters
Wildfire data are for the grid cell in which your project are located. The projections are from UC Davis, as reported in Cal-Adapt (2040–2059 average under RCP 8.5), and consider historical data of climate, vegetation, population density, and large (> 400 ha) fire history. Users may select from four model simulations to view the range in potential wildfire probabilities for the grid cell. The four simulations make different assumptions about expected rainfall and temperature are: Warmer/drier (HadGEM2-ES), Cooler/wetter (CNRM-CM5), Average conditions (CanESM2), Range of different rainfall and temperature possibilities (MIROC5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.

6.2. Initial Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	2	0	0	N/A
Extreme Precipitation	N/A	N/A	N/A	N/A
Sea Level Rise	1	0	0	N/A
Wildfire	1	0	0	N/A
Flooding	N/A	N/A	N/A	N/A
Drought	N/A	N/A	N/A	N/A
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	0	0	0	N/A

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.
The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.
The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores do not include implementation of climate risk reduction measures.

6.3. Adjusted Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	2	1	1	3
Extreme Precipitation	N/A	N/A	N/A	N/A
Sea Level Rise	1	1	1	2
Wildfire	1	1	1	2
Flooding	N/A	N/A	N/A	N/A
Drought	N/A	N/A	N/A	N/A
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	1	1	1	2

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.

The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.
The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores include implementation of climate risk reduction measures.

6.4. Climate Risk Reduction Measures

7. Health and Equity Details

7.1. CalEnviroScreen 4.0 Scores

The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Exposure Indicators	—
AQ-Ozone	97.0
AQ-PM	91.2
AQ-DPM	44.6
Drinking Water	66.7
Lead Risk Housing	17.7
Pesticides	0.00
Toxic Releases	70.1
Traffic	22.7
Effect Indicators	—
CleanUp Sites	0.00
Groundwater	0.00
Haz Waste Facilities/Generators	87.1
Impaired Water Bodies	0.00
Solid Waste	0.00
Sensitive Population	—
Asthma	35.5
Cardio-vascular	74.9
Low Birth Weights	90.0

Socioeconomic Factor Indicators	—
Education	67.1
Housing	32.3
Linguistic	42.1
Poverty	46.6
Unemployment	60.6

7.2. Healthy Places Index Scores

The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Economic	—
Above Poverty	73.87398948
Employed	66.08494803
Median HI	76.97934043
Education	—
Bachelor's or higher	33.61991531
High school enrollment	16.64314128
Preschool enrollment	6.954959579
Transportation	—
Auto Access	81.29090209
Active commuting	28.82073656
Social	—
2-parent households	63.10791736
Voting	37.89298088
Neighborhood	—
Alcohol availability	69.81906839
Park access	24.90696779
Retail density	29.59065828

Supermarket access	48.50506865
Tree canopy	11.20236109
Housing	—
Homeownership	87.77107661
Housing habitability	74.22045425
Low-inc homeowner severe housing cost burden	66.09778006
Low-inc renter severe housing cost burden	33.49159502
Uncrowded housing	67.80443988
Health Outcomes	—
Insured adults	47.32452201
Arthritis	87.4
Asthma ER Admissions	59.8
High Blood Pressure	83.5
Cancer (excluding skin)	80.0
Asthma	58.2
Coronary Heart Disease	90.3
Chronic Obstructive Pulmonary Disease	88.0
Diagnosed Diabetes	65.9
Life Expectancy at Birth	84.7
Cognitively Disabled	85.7
Physically Disabled	88.8
Heart Attack ER Admissions	27.3
Mental Health Not Good	56.0
Chronic Kidney Disease	79.8
Obesity	44.4
Pedestrian Injuries	39.5
Physical Health Not Good	65.0
Stroke	88.3

Health Risk Behaviors	—
Binge Drinking	15.4
Current Smoker	63.1
No Leisure Time for Physical Activity	61.9
Climate Change Exposures	—
Wildfire Risk	0.0
SLR Inundation Area	0.0
Children	45.9
Elderly	96.3
English Speaking	60.3
Foreign-born	41.2
Outdoor Workers	55.6
Climate Change Adaptive Capacity	—
Impervious Surface Cover	52.6
Traffic Density	33.7
Traffic Access	23.0
Other Indices	—
Hardship	49.3
Other Decision Support	—
2016 Voting	49.9

7.3. Overall Health & Equity Scores

Metric	Result for Project Census Tract
CalEnviroScreen 4.0 Score for Project Location (a)	58.0
Healthy Places Index Score for Project Location (b)	51.0
Project Located in a Designated Disadvantaged Community (Senate Bill 535)	No
Project Located in a Low-Income Community (Assembly Bill 1550)	No
Project Located in a Community Air Protection Program Community (Assembly Bill 617)	No

a: The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.
b: The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

7.4. Health & Equity Measures

No Health & Equity Measures selected.

7.5. Evaluation Scorecard

Health & Equity Evaluation Scorecard not completed.

7.6. Health & Equity Custom Measures

No Health & Equity Custom Measures created.

8. User Changes to Default Data

Screen	Justification
Land Use	Per Site Plan
Construction: Construction Phases	Project Site is Vacant.
Operations: Vehicle Data	Per Project Traffic Memorandum
Operations: Fleet Mix	Project Traffic Memorandum, Table A:Project Trip Generation

APPENDIX E
HYDROLOGY STUDY

HYDROLOGY STUDY

Lot 2. Tract 13643

APN 1110-151-03
Hilton Drive.
Fontana, CA 92336

Prepared for:
George & Doug McCan
15 Orion
Irvine, CA 92603

Prepared by:
Land Development Design Company, LLC (LDDC)
2313 E. Philadelphia St., Suite F
Ontario, CA 91761
(909) 930-1466
Kevin J. Richer
E-mail: Kevin.richer@lddc.net

Date: August 16, 2023
Revised: July 22, 2024

Prepared under the supervision of:

Kevin J. Richer
RCE 43714, Exp. 3/31/25

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- Rainfall Maps
- Fontana West End Venture Master Plan- Line K Hydrology Map

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Appendix C
- Rational Method Output (Post-Developed)

Appendix D
- Unit Hydrographs (Post-Developed)

Appendix E
- Outflow vs Volume Calcs
- Routing Calcs

Appendix F
- Retention BMP Design from WQMP
- Soils Report
- Factor of Safety Worksheet
- Fontana West End Venture Master Plan- Line K Hydrology Map & Values
- Line K Master Plan Hydrology Calcs

Discussion

The purpose of this study is to determine the hydrology impacts to the existing downstream facilities and properties and to ensure that the design mitigates increased flows to the existing facilities. The study will verify flows to the downstream facilities and will also size infrastructure onsite to address stormwater quality design per the WQMP and show that the discharged flows to Hilton Drive are below the levels designed in the Master Plan Hydrology ("Master Hydrology for Fontana West End Venture Foothill Drains- Lines A, B, D, J, K".)

The project proposes to develop a 3.94-acre site located at Hilton Drive, Lot 2 tract 13643. in the city of Fontana. The site is bounded to the north, east and west by commercial developments, and to the south by the right-of-way of Hilton Drive Site soils are Hydrologic Soil Group "A."

In its existing condition, the project site is undeveloped. The project site sheets storm water flows in a southerly direction, discharging into the right-of-way of Hilton Drive. It does not accept storm water run-on from the adjacent properties. See the Pre-Developed Hydrology Map in Appendix B. There is an existing storm drain constructed in Hilton Drive identified as Line K as shown on "Master Hydrology for Fontana West End Venture Foothill Drains- Lines A, B, D, J, K". This parcel is part of areas 991.1 & 991.2 totaling 14.0 acres.

The project proposes to develop the site for commercial use. Proposed improvements consist of two warehouse buildings with loading docks, AC pavement, concrete hardscape, landscape, concrete curbs and gutters, two catch basin inlets, and a proposed underground infiltration system. The proposed development will be 87% impervious.

The proposed site design will mimic the existing drainage patterns of the property, directing storm flows to the southerly boundary of the project site. Drainage Area A1 consists of the easterly portion of the project site Storm water sheets across proposed AC pavement and landscape to be intercepted by proposed concrete gutters. The gutters convey flows southerly to be intercepted by a proposed inlet located at the southeasterly corner of the project site. The inlet discharges flows into a proposed storm drain that conveys flows westerly and discharges into the proposed underground infiltration system located beneath the southeasterly parking area. Drainage area A2 consists of the westerly portion of the project site. Storm water sheets across proposed AC pavement and landscape to be intercepted by proposed curb gutters. The gutters convey flows southerly to be intercepted by a proposed inlet located at the southwesterly corner of the project site and discharges into an underground infiltration system. See the Post-Developed Hydrology Map in Appendix C.

The proposed underground infiltration system has been designed to store the Design Capture Volume (DCV) for the project site, and to infiltrate it into the soil within 48 hours. The design is in accordance with the 2013 Technical Guidance Document for Water Quality Management Plans of San Bernardino County. See Appendix F for the design of the proposed underground infiltration system

Rational Studies have been prepared for the pre-developed condition and post-developed condition using CivilCADD/CivilDESIGN software. The studies were prepared for the 2-year, 10-year, 25-year and 100-year storms. Per the County guidance for design of detention basins the pre-developed condition used 1-year rainfall rates for the 2-year storm, 5-year rainfall rates for the 10-year storm, 10-year rainfall rates for the 25-year storm and 25-year rainfall rates for the 100-year storm. Studies for the post-developed condition were prepared for the same storm intervals using 2-year, 10-year, 25-year and 100-year rainfall rates. This provides a conservative design for the sizing of the storage system per the County guidance. The pre-developed condition studies are shown in Appendix B; the post-developed condition studies are shown in Appendix C.

Unit hydrographs were prepared for the 3-hour and 24-hour durations for the 2-year storm, 10-year storm, 25-year storm and 100 year storm. These hydrographs were used to prepare routing calculations to show the underground infiltration system provides enough storage to ensure the overflow discharge at the southeast corner of the site does not exceed the allowable rate per the Master Plan Hydrology study. See Appendix D for result.

Appendix E includes the depth versus volume calculations for the storage and outflow rates of the underground infiltration system. The underground infiltration system consists of 8-foot diameter perforated CMP pipes, backfilled with washed rock (3/4" to 1-1/2" in diameter); said rock is wrapped with a non-woven filter fabric to prevent sediment from entering the voids of the pipe and to prevent erosion of the existing soil around the system. Details for this underground system are included in Appendix E. The storm flows start to fill the pipes and rock voids (assumed to be 40% of the overall volume). While the flows are filling the system, the flows will infiltrate into the soil at a rate of 0.41 cfs for the system. During larger storm events the system will fill and bubble out of the box inlets at the southeast corner of the site, flow through the proposed landscape plater and discharge into Cherry Avenue through a proposed underwalk drain. The routing calculations show the maximum post-developed discharge rate is below the flow that was tabled for this site per the Fontana West End Venture Master Plan Line K flows. See the table below showing the pre-developed flows, post-developed flows, allowable master plan flows and peak routed flows. Note that the time of concentration for the master plan flows is much higher than for the project site hydrology. This is a

conservative approach, since the project site pflows would be less using the higher time of concentration.

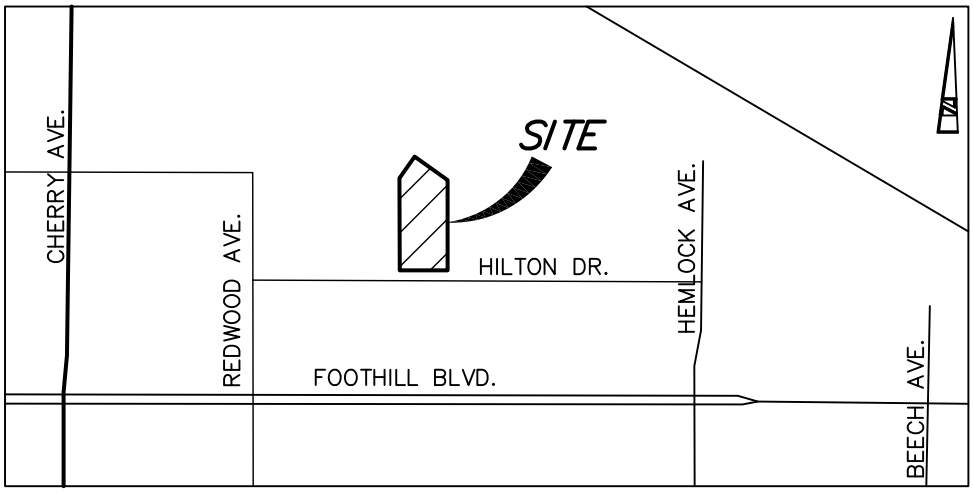
Drainage Area	Area (Acres)	Storm (Yr.)	Q Pre (CFS)	Q Post (CFS)	Allowed Flow Master Plan (CFS)	Peak – Routed Flow (CFS)	
						3-Hour	24 Hour
A	3.98	2	1.21 2YR-Rain	4.96	Not Calc.	0.41	0.41
A	3.98	10	2.52 5YR-Rain	9.04	8.28	0.41	0.41
A	3.98	25	3.63 10YR-Rain	11.34	9.71	2.44	2.44
A	3.98	100	6.16 25 YR-Rain	14.89	12.46	11.25	11.25

CONCLUSION

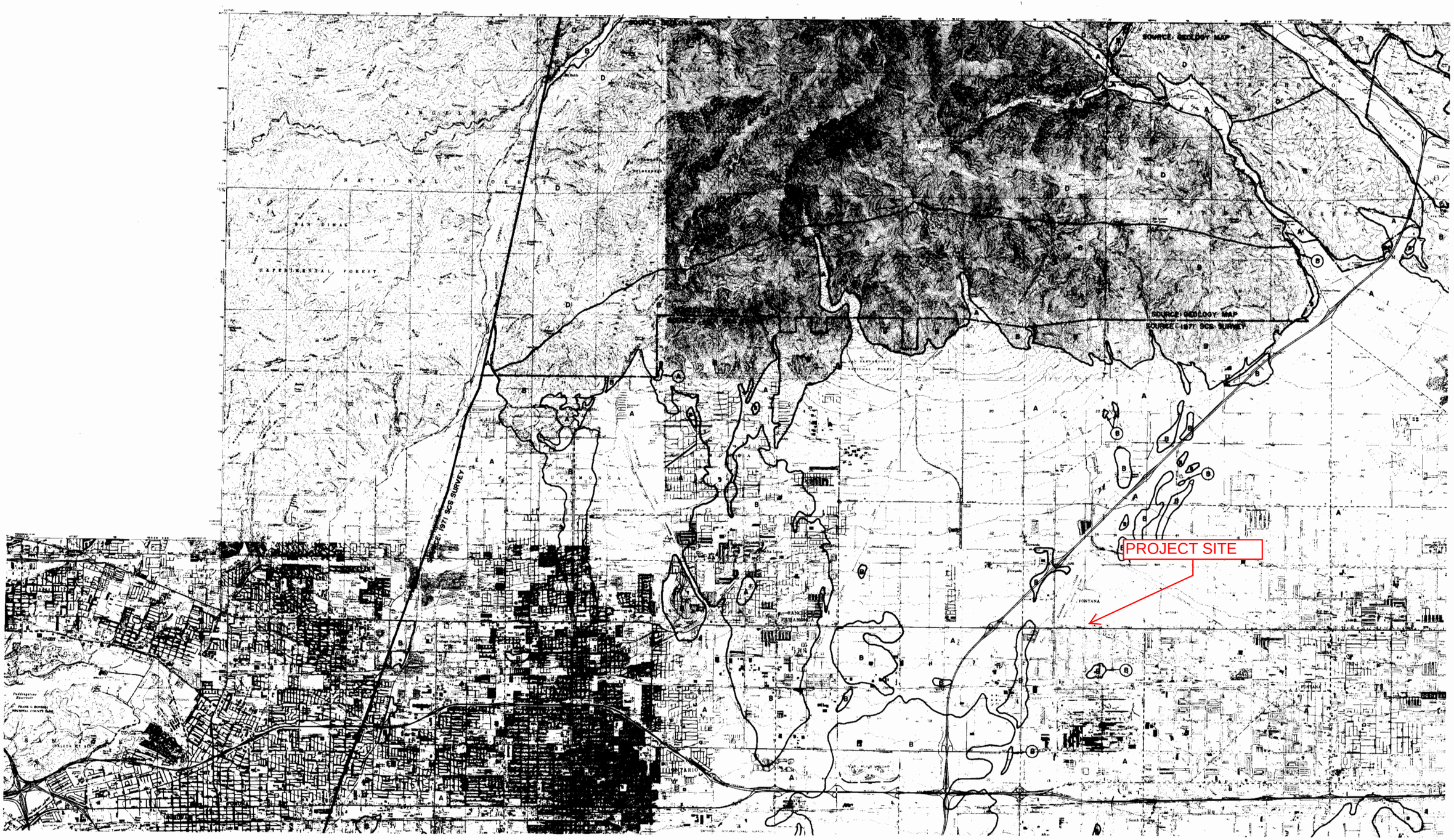
The underground infiltration system is designed to mitigate the increased runoff due to re-development of the site and also designed to meet the requirements per the County of San Bernardino WQMP Technical Guidance Document for treatment of the required storm volume. The WQMP Exhibit is included in Appendix F to show the design layout and cross-section of the underground infiltration system. It also shows the required volumes, as calculated in the WQMP for said project, and provided volumes. Capacity calculations for the systems are also included. The soils report including the infiltration rates are attached in Appendix F. The Factor of Safety Worksheet is included as well as drawdown calculations showing the system infiltrates within 48 hours. The drawdown time is 28.4 hours for the system which is well below the maximum 48 hour drawdown time. Routing calculations show the underground system allows for 0.41 cfs of infiltration. The 2- Year and 10-Year Storms will be contained within the underground infiltration system. The 25-Year and 100-Year storms will exceed the capacity of the underground infiltration system. Once the system is full and overflows the catch basin inlet at the southwest corner (lowest outlet) the flows will discharge through an underwalk drain to

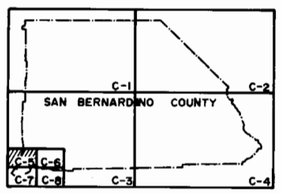
Hilton Drive. The discharge rate for the 25-Year storm is 2.44 cfs and the discharge rate for the 100-Year 24-Hour storm is 11.25 cfs. These rates are well below the allowed rates per the master plan hydrology for Line K, 9.71 cfs and 12.46cfs, respectively.

Appendix A



VICINITY MAP
NTS





INDEX MAP

LEGEND

SOIL GROUP BOUNDARY

A SOIL GROUP DESIGNATION

BOUNDARY OF INDICATED SOURCE

SCALE 1:48,000

SCALE REDUCED BY 1/2

SAN BERNARDINO COUNTY

HYDROLOGY MANUAL

HYDROLOGIC SOILS GROUP MAP
FOR
SOUTHWEST-A AREA

FIGURE C-13

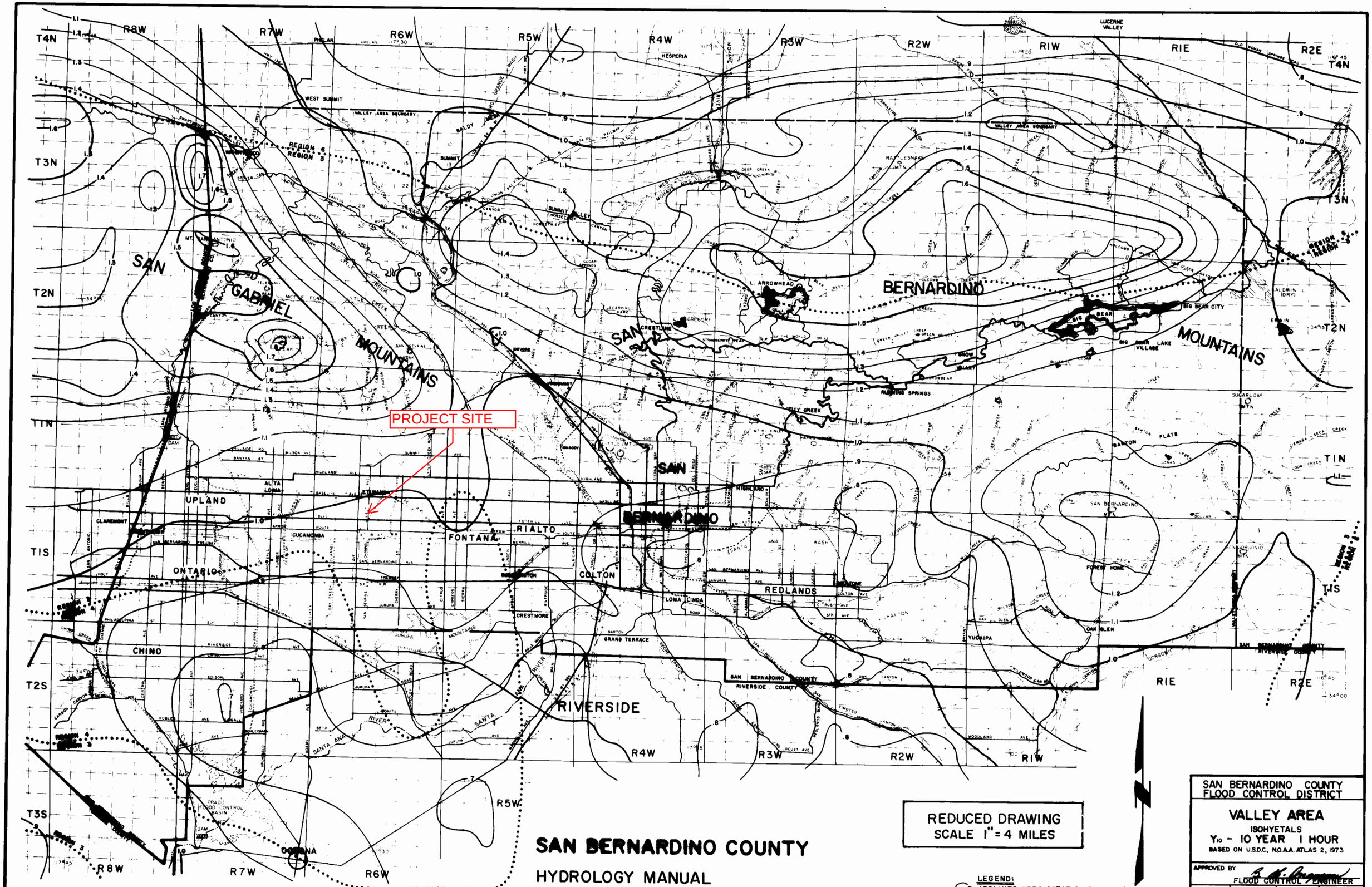

PROJECT SITE
SAN BERNARDINO COUNTY
HYDROLOGY MANUAL
REDUCED DRAWING
SCALE 1" = 4 MILES
LEGEND:
.8 ISOLINES PRECIPITATION (INCHES)
SAN BERNARDINO COUNTY
FLOOD CONTROL DISTRICT
VALLEY AREA
ISOHYETALS
Y10 - 10 YEAR 1 HOUR
BASED ON U.S.D.C., N.O.A.A. ATLAS 2, 1973
APPROVED BY
FLOOD CONTROL ENGINEER
DATE 1982
SCALE 1"=2 Mi.
FILE NO. WRD-1
DRWG. NO. 3 of 12

FIGURE B-3

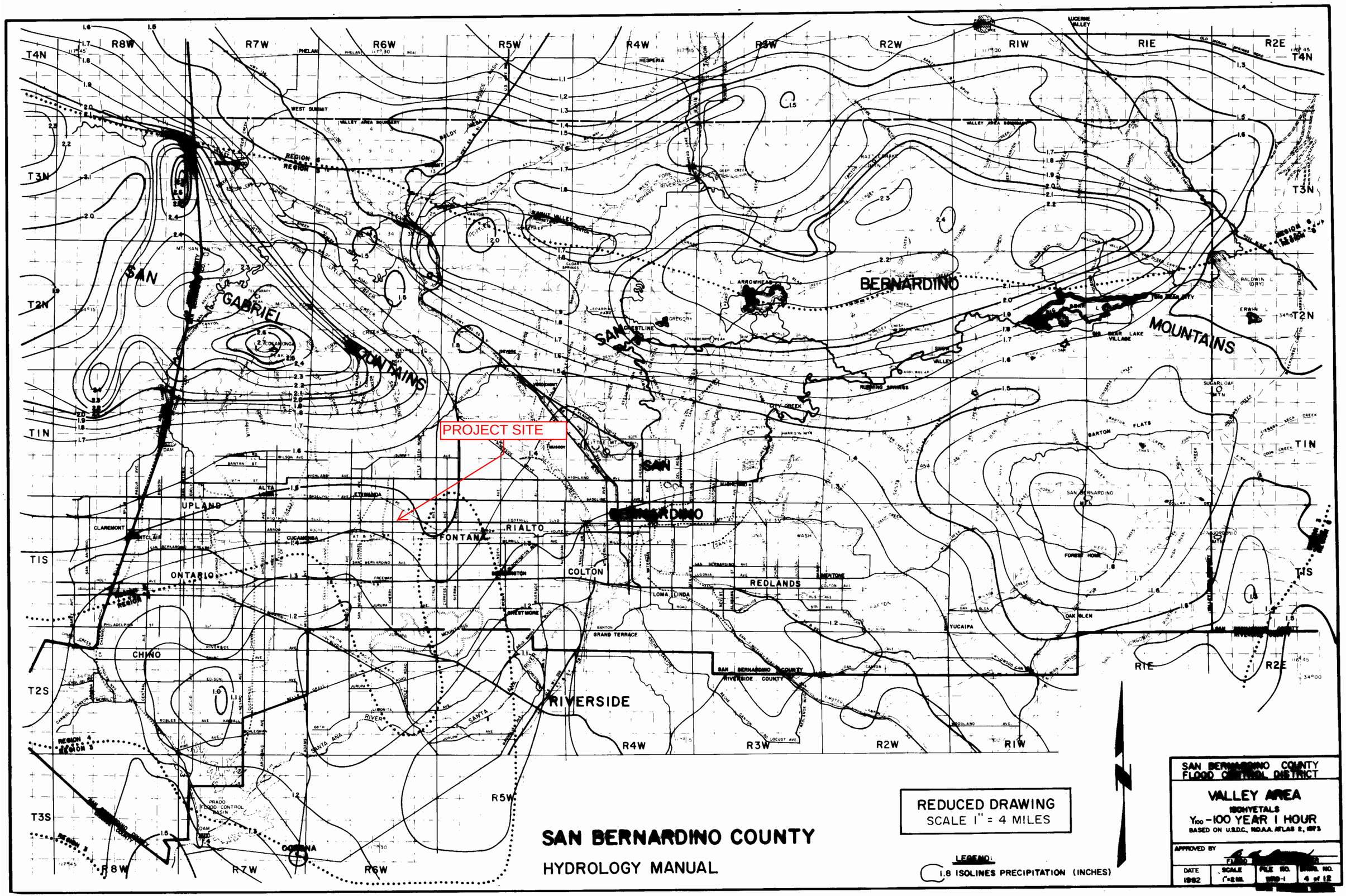

PROJECT SITE
SAN BERNARDINO COUNTY
HYDROLOGY MANUAL
REDUCED DRAWING
SCALE 1" = 4 MILES
LEGEND:
1.8 ISOLINES PRECIPITATION (INCHES)
SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT
VALLEY AREA
ISOHYETALS
Y100 - 100 YEAR 1 HOUR
BASED ON U.S.D.C., NOAA ATLAS 2, 1973
APPROVED BY
DATE 1982
SCALE 1"=2MI.
FILE NO. SBD-1
DWG. NO. 4 of 12
SAN BERNARDINO MOUNTAINS
SAN GABRIEL MOUNTAINS
R8W
R7W
R6W
R5W
R4W
R3W
R2W
R1W
R1E
R2E
T4N
T3N
T2N
T1N
T1S
T2S
T3S
RIVERSIDE
SAN BERNARDINO
COLTON
RIALTO
FONTANA
UPLAND
CHINO
ONTARIO
REDLANDS
YUCAIPA
LOMA LINDA
CRESTLINE
LAKE ARROWHEAD
RUNNING SPRINGS
BIG BEAR LAKE
BIG BEAR CITY
SUGARLOAD MTN
SAN BERNARDINO MTN
BARTON FLATS
PRADO FLOOD CONTROL BASIN

FIGURE B-4

NOAA Atlas 14, Volume 6, Version 2
Location name: Fontana, California, USA*
Latitude: 34.1092°, Longitude: -117.4808°
Elevation: 1264 ft**
* source: ESRI Maps
** source: USGS

POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Sarah Dietz, Sarah Heim, Lillian Hiner, Kazungu Maitaria, Deborah Martin, Sandra Pavlovic, Ishani Roy, Carl Trypaluk, Dale Unruh, Fenglin Yan, Michael Yekta, Tan Zhao, Geoffrey Bonnin, Daniel Brewer, Li-Chuan Chen, Tye Parzybok, John Yarchoan

NOAA, National Weather Service, Silver Spring, Maryland

PF_tabular | PF_graphical | Maps_&_aerials

PF tabular

PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches/hour)[1]

Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	**1.39** (1.15-1.68)	**1.82** (1.52-2.22)	**2.41** (2.00-2.94)	**2.90** (2.39-3.58)	**3.60** (2.86-4.57)	**4.14** (3.22-5.38)	**4.70** (3.56-6.28)	**5.32** (3.91-7.28)	**6.16** (4.34-8.82)	**6.84** (4.66-10.2)
10-min	**0.996** (0.828-1.21)	**1.31** (1.09-1.59)	**1.73** (1.43-2.11)	**2.08** (1.72-2.56)	**2.57** (2.05-3.28)	**2.96** (2.31-3.85)	**3.37** (2.56-4.49)	**3.80** (2.80-5.22)	**4.42** (3.11-6.32)	**4.91** (3.34-7.28)
15-min	**0.804** (0.668-0.972)	**1.06** (0.880-1.28)	**1.40** (1.16-1.70)	**1.68** (1.38-2.06)	**2.08** (1.65-2.64)	**2.39** (1.86-3.11)	**2.72** (2.06-3.62)	**3.07** (2.26-4.21)	**3.56** (2.51-5.10)	**3.96** (2.69-5.87)
30-min	**0.592** (0.494-0.718)	**0.780** (0.648-0.948)	**1.03** (0.856-1.26)	**1.24** (1.02-1.52)	**1.53** (1.22-1.95)	**1.77** (1.37-2.29)	**2.01** (1.52-2.68)	**2.27** (1.67-3.11)	**2.63** (1.85-3.76)	**2.92** (1.99-4.33)
60-min	**0.437** (0.364-0.530)	**0.575** (0.479-0.698)	**0.760** (0.631-0.926)	**0.915** (0.753-1.12)	**1.13** (0.899-1.44)	**1.30** (1.01-1.69)	**1.48** (1.12-1.97)	**1.67** (1.23-2.29)	**1.94** (1.37-2.78)	**2.15** (1.47-3.20)
2-hr	**0.334** (0.278-0.405)	**0.434** (0.361-0.528)	**0.566** (0.470-0.689)	**0.674** (0.555-0.828)	**0.823** (0.654-1.05)	**0.938** (0.729-1.22)	**1.06** (0.801-1.41)	**1.18** (0.869-1.62)	**1.35** (0.953-1.93)	**1.49** (1.01-2.21)
3-hr	**0.286** (0.238-0.347)	**0.370** (0.308-0.450)	**0.480** (0.398-0.585)	**0.569** (0.468-0.699)	**0.690** (0.548-0.877)	**0.783** (0.609-1.02)	**0.878** (0.665-1.17)	**0.976** (0.718-1.34)	**1.11** (0.783-1.59)	**1.22** (0.828-1.80)
6-hr	**0.209** (0.174-0.254)	**0.270** (0.225-0.328)	**0.348** (0.289-0.424)	**0.411** (0.338-0.505)	**0.495** (0.393-0.629)	**0.558** (0.434-0.725)	**0.621** (0.471-0.828)	**0.686** (0.505-0.941)	**0.773** (0.545-1.11)	**0.840** (0.572-1.24)
12-hr	**0.140** (0.116-0.169)	**0.182** (0.151-0.221)	**0.235** (0.195-0.286)	**0.277** (0.228-0.340)	**0.331** (0.263-0.421)	**0.372** (0.289-0.483)	**0.411** (0.312-0.548)	**0.451** (0.332-0.619)	**0.504** (0.355-0.721)	**0.543** (0.370-0.806)
24-hr	**0.095** (0.084-0.110)	**0.126** (0.111-0.145)	**0.164** (0.144-0.190)	**0.194** (0.169-0.226)	**0.232** (0.196-0.280)	**0.260** (0.216-0.320)	**0.288** (0.233-0.363)	**0.315** (0.248-0.408)	**0.350** (0.265-0.473)	**0.376** (0.275-0.526)
2-day	**0.058** (0.051-0.067)	**0.078** (0.069-0.090)	**0.104** (0.092-0.120)	**0.125** (0.109-0.145)	**0.152** (0.128-0.183)	**0.172** (0.143-0.212)	**0.192** (0.155-0.242)	**0.212** (0.167-0.275)	**0.239** (0.181-0.322)	**0.259** (0.189-0.362)
3-day	**0.041** (0.036-0.048)	**0.057** (0.050-0.066)	**0.077** (0.068-0.089)	**0.093** (0.082-0.109)	**0.115** (0.097-0.139)	**0.132** (0.109-0.162)	**0.149** (0.120-0.187)	**0.166** (0.131-0.215)	**0.189** (0.143-0.255)	**0.207** (0.151-0.289)
4-day	**0.033** (0.029-0.038)	**0.046** (0.041-0.054)	**0.063** (0.056-0.074)	**0.077** (0.068-0.090)	**0.096** (0.082-0.116)	**0.111** (0.092-0.137)	**0.126** (0.102-0.159)	**0.141** (0.111-0.183)	**0.162** (0.122-0.218)	**0.178** (0.130-0.249)
7-day	**0.022** (0.019-0.025)	**0.031** (0.027-0.035)	**0.042** (0.037-0.049)	**0.052** (0.046-0.061)	**0.065** (0.055-0.079)	**0.076** (0.063-0.093)	**0.086** (0.070-0.109)	**0.098** (0.077-0.126)	**0.113** (0.085-0.152)	**0.125** (0.091-0.174)
10-day	**0.016** (0.014-0.019)	**0.023** (0.021-0.027)	**0.033** (0.029-0.038)	**0.040** (0.035-0.047)	**0.051** (0.043-0.061)	**0.059** (0.049-0.073)	**0.068** (0.055-0.085)	**0.077** (0.060-0.099)	**0.089** (0.067-0.120)	**0.099** (0.072-0.138)
20-day	**0.009** (0.008-0.011)	**0.014** (0.012-0.016)	**0.019** (0.017-0.023)	**0.024** (0.021-0.029)	**0.031** (0.026-0.038)	**0.037** (0.030-0.045)	**0.042** (0.034-0.053)	**0.048** (0.038-0.063)	**0.057** (0.043-0.077)	**0.064** (0.046-0.089)
30-day	**0.007** (0.006-0.008)	**0.011** (0.009-0.012)	**0.015** (0.013-0.018)	**0.019** (0.017-0.022)	**0.025** (0.021-0.030)	**0.029** (0.024-0.036)	**0.034** (0.027-0.043)	**0.039** (0.031-0.051)	**0.046** (0.035-0.062)	**0.052** (0.038-0.073)
45-day	**0.006** (0.005-0.007)	**0.008** (0.007-0.010)	**0.012** (0.010-0.014)	**0.015** (0.013-0.018)	**0.019** (0.016-0.023)	**0.023** (0.019-0.028)	**0.027** (0.022-0.034)	**0.031** (0.024-0.040)	**0.037** (0.028-0.050)	**0.042** (0.031-0.059)
60-day	**0.005** (0.004-0.006)	**0.007** (0.006-0.008)	**0.010** (0.009-0.012)	**0.013** (0.011-0.015)	**0.017** (0.014-0.020)	**0.020** (0.016-0.024)	**0.023** (0.019-0.029)	**0.027** (0.021-0.035)	**0.032** (0.024-0.044)	**0.037** (0.027-0.051)

[1] Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS).

Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values.

Please refer to NOAA Atlas 14 document for more information.

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PF graphical

Appendix B

℄ REDWOOD AVE.

HILTON DR.

℄ HEMLOCK AVE.

EXIST. BLDG.

EXIST. DIRT

EXIST. CONCRETE

EXIST. 8" WALL

EXIST. 6' CHAIN LINK FENCE

EXIST. 6' WROUGHT IRON FENCE

EXIST. 12" WATER

EXIST. 24" STORM DRAIN

EXIST. 8" VCP SEWER

EXIST. 8" CMP

EX. 1'ø TREE

EX. 2'ø TREE

EX. 4'ø TREE

EX. 1'ø TREES

N00°11'33"E 553.39'

N89°48'27"W 294.70'

N00°17'19"E 545.47'

N89°48'41"E 737.88'

351.22'

202.70'

124.28'

DA A1
A=3.98AC

L=575LF

1255.54FS
Q_2=1.21 CFS
Q_{10} =2.53 CFS
Q_{25} =3.63 CFS
Q_{100}=6.16 CFS

1269.00FG

LEGEND

- WATER SHED BOUNDARY
- PATH OF SURFACE FLOW
- DIRECTION OF FLOW
- (#) NODE NUMBER

50 0 50 100 150

SCALE: 1"=50'

HYDROLOGY MAP

(PRE-DEVELOPED CONDITION)

SITE:
LOT 2 TR. 13643
HILTON DR.
FONTANA, CA 92336

PREPARED FOR:
GEORGE & DOUGH MCCAN
15 ORION
IRVINE, CA 92603

JN4113

```
                San Bernardino County Rational Hydrology Program

                    (Hydrology Manual Date - August 1986)

 CIVILCADD/CIVILDESIGN  Engineering Software, (c) 1989-2005 Version 7.1
        Rational Hydrology Study        Date: 06/28/24
--------------------------------------------------------------------------
jn4113 Hilton Avenue
Pre-Developed Condition
2 - YEAR STORM
--------------------------------------------------------------------------
Program License Serial Number 5016
--------------------------------------------------------------------------
 *********   Hydrology Study Control Information **********
--------------------------------------------------------------------------
Rational hydrology study storm event year is     2.0
Computed rainfall intensity:
Storm year =     2.00   1 hour rainfall =     0.575 (In.)
Slope used for rainfall intensity curve b =  0.6000
Soil antecedent moisture condition (AMC) = 1

++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.000 to Point/Station        2.000
**** INITIAL AREA EVALUATION ****               AREA A1
__________________________________________________________________________
UNDEVELOPED (average cover) subarea
Decimal fraction soil group A = 1.000
Decimal fraction soil group B = 0.000
Decimal fraction soil group C = 0.000
Decimal fraction soil group D = 0.000
SCS curve number for soil(AMC 2)  = 50.00
Pervious ratio(Ap) = 1.0000     Max loss rate(Fm)=     0.810(In/Hr)
Initial subarea data:
Initial area flow distance =   575.000(Ft.)
Top (of initial area) elevation =  1269.000(Ft.)
Bottom (of initial area) elevation =  1255.540(Ft.)
Difference in elevation =    13.460(Ft.)
Slope =    0.02341  s(%)=       2.34
TC = k(0.706)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =   19.002 min.
Rainfall intensity =      1.146(In/Hr) for a     2.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.264
Subarea runoff =      1.206(CFS)
Total initial stream area =        3.980(Ac.)
Pervious area fraction = 1.000
Initial area Fm value =    0.810(In/Hr)
End of computations, Total Study Area =            3.98 (Ac.)
The following figures may
be used for a unit hydrograph study of the same area.
```

Note: These figures do not consider reduced effective area
effects caused by confluences in the rational equation.

Area averaged pervious area fraction(Ap) = 1.000
Area averaged SCS curve number = 50.0

```
                San Bernardino County Rational Hydrology Program

                    (Hydrology Manual Date - August 1986)

 CIVILCADD/CIVILDESIGN  Engineering Software, (c) 1989-2005 Version 7.1
        Rational Hydrology Study        Date: 06/28/24
--------------------------------------------------------------------------
jn4113 Hilton Avenue
Pre-Developed Condition
10-Year Storm
--------------------------------------------------------------------------
Program License Serial Number 5016
--------------------------------------------------------------------------
 *********   Hydrology Study Control Information **********
--------------------------------------------------------------------------
Rational hydrology study storm event year is    10.0
Computed rainfall intensity:
Storm year =    10.00   1 hour rainfall =     0.760 (In.)
Slope used for rainfall intensity curve b =  0.6000
Soil antecedent moisture condition (AMC) = 1

++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.000 to Point/Station        2.000
**** INITIAL AREA EVALUATION ****               AREA A1
__________________________________________________________________________
UNDEVELOPED (average cover) subarea
Decimal fraction soil group A = 1.000
Decimal fraction soil group B = 0.000
Decimal fraction soil group C = 0.000
Decimal fraction soil group D = 0.000
SCS curve number for soil(AMC 2)  = 50.00
Pervious ratio(Ap) = 1.0000     Max loss rate(Fm)=     0.810(In/Hr)
Initial subarea data:
Initial area flow distance =   575.000(Ft.)
Top (of initial area) elevation =  1269.000(Ft.)
Bottom (of initial area) elevation =  1255.540(Ft.)
Difference in elevation =    13.460(Ft.)
Slope =    0.02341  s(%)=       2.34
TC = k(0.706)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =   19.002 min.
Rainfall intensity =      1.515(In/Hr) for a    10.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.419
Subarea runoff =      2.527(CFS)
Total initial stream area =        3.980(Ac.)
Pervious area fraction = 1.000
Initial area Fm value =    0.810(In/Hr)
End of computations, Total Study Area =            3.98 (Ac.)
The following figures may
be used for a unit hydrograph study of the same area.
```

Note: These figures do not consider reduced effective area
effects caused by confluences in the rational equation.

Area averaged pervious area fraction(Ap) = 1.000
Area averaged SCS curve number = 50.0

San Bernardino County Rational Hydrology Program

(Hydrology Manual Date - August 1986)

CIVILCADD/CIVILDESIGN Engineering Software, (c) 1989-2005 Version 7.1
Rational Hydrology Study Date: 06/28/24

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jn4113 Hilton Avenue
Pre-Developed Condition
25 - YEAR STORM

Program License Serial Number 5016

********* Hydrology Study Control Information **********

Rational hydrology study storm event year is 25.0
Computed rainfall intensity:
Storm year = 25.00 1 hour rainfall = 0.915 (In.)
Slope used for rainfall intensity curve b = 0.6000
Soil antecedent moisture condition (AMC) = 2

++

Process from Point/Station 1.000 to Point/Station 2.000
**** INITIAL AREA EVALUATION ****

UNDEVELOPED (average cover) subarea
Decimal fraction soil group A = 1.000
Decimal fraction soil group B = 0.000
Decimal fraction soil group C = 0.000
Decimal fraction soil group D = 0.000
SCS curve number for soil(AMC 2) = 50.00
Pervious ratio(Ap) = 1.0000 Max loss rate(Fm)= 0.810(In/Hr)
Initial subarea data:
Initial area flow distance = 575.000(Ft.)
Top (of initial area) elevation = 1269.000(Ft.)
Bottom (of initial area) elevation = 1255.540(Ft.)
Difference in elevation = 13.460(Ft.)
Slope = 0.02341 s(%)= 2.34
TC = k(0.706)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration = 19.002 min.
Rainfall intensity = 1.824(In/Hr) for a 25.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.501

```
Subarea runoff =      3.634(CFS)
Total initial stream area =        3.980(Ac.)
Pervious area fraction = 1.000
Initial area Fm value =    0.810(In/Hr)
End of computations, Total Study Area =            3.98 (Ac.)
The following figures may
be used for a unit hydrograph study of the same area.
Note: These figures do not consider reduced effective area
effects caused by confluences in the rational equation.

Area averaged pervious area fraction(Ap) = 1.000
Area averaged SCS curve number =  50.0
```

San Bernardino County Rational Hydrology Program

(Hydrology Manual Date - August 1986)

CIVILCADD/CIVILDESIGN Engineering Software, (c) 1989-2005 Version 7.1
Rational Hydrology Study Date: 06/28/24

JN4113 HILTON DRIVE
Pre-Developed Condition
100-Year Storm

Program License Serial Number 5016

********* Hydrology Study Control Information **********

Rational hydrology study storm event year is 100.0
Computed rainfall intensity:
Storm year = 100.00 1 hour rainfall = 1.130 (In.)
Slope used for rainfall intensity curve b = 0.6000
Soil antecedent moisture condition (AMC) = 2

++

Process from Point/Station 1.000 to Point/Station 2.000
**** INITIAL AREA EVALUATION **** AREA A1

UNDEVELOPED (average cover) subarea
Decimal fraction soil group A = 1.000
Decimal fraction soil group B = 0.000
Decimal fraction soil group C = 0.000
Decimal fraction soil group D = 0.000
SCS curve number for soil(AMC 2) = 50.00
Adjusted SCS curve number for AMC 3 = 70.00
Pervious ratio(Ap) = 1.0000 Max loss rate(Fm)= 0.532(In/Hr)
Initial subarea data:
Initial area flow distance = 575.000(Ft.)
Top (of initial area) elevation = 1269.000(Ft.)
Bottom (of initial area) elevation = 1255.540(Ft.)
Difference in elevation = 13.460(Ft.)
Slope = 0.02341 s(%)= 2.34
TC = k(0.706)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration = 19.002 min.
Rainfall intensity = 2.253(In/Hr) for a 100.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.687
Subarea runoff = 6.162(CFS)
Total initial stream area = 3.980(Ac.)
Pervious area fraction = 1.000
Initial area Fm value = 0.532(In/Hr)
End of computations, Total Study Area = 3.98 (Ac.)
The following figures may

be used for a unit hydrograph study of the same area.
Note: These figures do not consider reduced effective area
effects caused by confluences in the rational equation.

Area averaged pervious area fraction(Ap) = 1.000
Area averaged SCS curve number = 50.0

Appendix C

℄ REDWOOD AVE.

1256.15TC
1255.65TG
Q 2 =2.29 CFS
Q10 =4.15 CFS
Q25 =5.20 CFS
Q100 =6.83 CFS
③

EXIST. STREET LIGHT
EXIST. 6' WALL
EXIST. 6' CHAIN LINK FENCE
EXIST. 6' CHAIN LINK FENCE
EXIST. 12" WATER
EXIST. 8" VCP SEWER
EXIST. 24" STORM DRAIN
EXIST. 8" CMP

L=672LF

L=202LF 18" PIPE TIME ONLY

DA A2
A=1.77AC

DA A1
A=2.21AC

1265.00FL ①

1249.64INV
Q 2 =5.00 CFS (CONFLUENCE)
Q10 =9.04 CFS (CONFLUENCE)
Q25 =11.34 CFS (CONFLUENCE)
Q100 =14.89 CFS (CONFLUENCE)

L=45LF 8" PIPE TIME ONLY

PROP. UNDERGROUND RETENTION SYSTEM

L=773LF

1256.42TG
1255.90INV
Q2 =2.72CFS
Q10 =4.93CFS
Q25 =6.19 CFS
Q100 =8.13 CFS
②

HILTON DR.

℄ HEMLOCK AVE.

LEGEND

- WATER SHED BOUNDARY
- PATH OF SURFACE FLOW
- DIRECTION OF FLOW
- (#) NODE NUMBER

50 0 50 100 150

SCALE: 1"=50'

HYDROLOGY MAP

(POST-DEVELOPED CONDITION)

SITE:
LOT 2 TR. 13643
HILTON DR.
FONTANA, CA 92336

PREPARED FOR:
GEORGE & DOUGH MCCAN
15 ORION
IRVINE, CA 92603

JN4113

```
                San Bernardino County Rational Hydrology Program

                    (Hydrology Manual Date - August 1986)

 CIVILCADD/CIVILDESIGN  Engineering Software, (c) 1989-2005 Version 7.1
        Rational Hydrology Study        Date: 07/24/24
--------------------------------------------------------------------------
JN 4113 Hilton Ave
Post-Developed Condition
2-Year Storm
--------------------------------------------------------------------------
Program License Serial Number 5016

--------------------------------------------------------------------------
 *********   Hydrology Study Control Information **********
--------------------------------------------------------------------------
Rational hydrology study storm event year is     2.0
   10 Year storm 1 hour rainfall  =      0.915(In.)
  100 Year storm 1 hour rainfall  =      1.480(In.)
Computed rainfall intensity:
Storm year =     2.00   1 hour rainfall =     0.520 (In.)
Slope used for rainfall intensity curve b =  0.6000
Soil antecedent moisture condition (AMC) = 2

++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.000 to Point/Station        2.000
**** INITIAL AREA EVALUATION ****               AREA A1
__________________________________________________________________________
COMMERCIAL subarea type
Decimal fraction soil group A = 1.000
Decimal fraction soil group B = 0.000
Decimal fraction soil group C = 0.000
Decimal fraction soil group D = 0.000
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Initial subarea data:
Initial area flow distance =   773.000(Ft.)
Top (of initial area) elevation =  1265.000(Ft.)
Bottom (of initial area) elevation =  1256.420(Ft.)
Difference in elevation =     8.580(Ft.)
Slope =    0.01110  s(%)=       1.11
TC = k(0.304)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =   10.693 min.
Rainfall intensity =      1.464(In/Hr) for a     2.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.840
Subarea runoff =      2.717(CFS)
Total initial stream area =        2.210(Ac.)
Pervious area fraction = 0.100
Initial area Fm value =    0.098(In/Hr)
```

```
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.000 to Point/Station        4.000
**** PIPEFLOW TRAVEL TIME (User specified size) ****
________________________________________________________________________
Upstream point/station elevation =  1255.900(Ft.)
Downstream point/station elevation =  1255.680(Ft.)
Pipe length  =    44.87(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =     2.717(CFS)
Given pipe size =      8.00(In.)
NOTE: Normal flow is pressure flow in user selected pipe size.
The approximate hydraulic grade line above the pipe invert is
     3.459(Ft.)  at the headworks or inlet of the pipe(s)
 Pipe friction loss =      2.268(Ft.)
 Minor friction loss =      1.411(Ft.)  K-factor =   1.50
Pipe flow velocity =      7.78(Ft/s)
Travel time through pipe =    0.10 min.
Time of concentration (TC) =    10.79 min.

++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.000 to Point/Station        4.000
**** CONFLUENCE OF MINOR STREAMS ****
________________________________________________________________________
Along Main Stream number: 1 in normal stream number 1
Stream flow area =      2.210(Ac.)
Runoff from this stream =      2.717(CFS)
Time of concentration =   10.79 min.
Rainfall intensity =     1.456(In/Hr)
Area averaged loss rate (Fm) =    0.0978(In/Hr)
Area averaged Pervious ratio (Ap) = 0.1000

++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.000 to Point/Station        3.000
**** INITIAL AREA EVALUATION ****                       AREA A2
________________________________________________________________________
COMMERCIAL subarea type
Decimal fraction soil group A = 1.000
Decimal fraction soil group B = 0.000
Decimal fraction soil group C = 0.000
Decimal fraction soil group D = 0.000
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Initial subarea data:
Initial area flow distance =   672.000(Ft.)
Top (of initial area) elevation =  1265.000(Ft.)
Bottom (of initial area) elevation =  1256.650(Ft.)
Difference in elevation =     8.350(Ft.)
Slope =    0.01243  s(%)=       1.24
TC = k(0.304)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =    9.885 min.
```

```
Rainfall intensity =      1.535(In/Hr) for a     2.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.843
Subarea runoff =      2.289(CFS)
Total initial stream area =        1.770(Ac.)
Pervious area fraction = 0.100
Initial area Fm value =    0.098(In/Hr)

++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        3.000 to Point/Station        4.000
**** PIPEFLOW TRAVEL TIME (User specified size) ****
________________________________________________________________________
Upstream point/station elevation =  1251.150(Ft.)
Downstream point/station elevation =  1249.640(Ft.)
Pipe length  =   202.00(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =     2.289(CFS)
Given pipe size =     18.00(In.)
Calculated individual pipe flow  =     2.289(CFS)
Normal flow depth in pipe =    6.16(In.)
Flow top width inside pipe =   17.08(In.)
Critical Depth =    6.86(In.)
Pipe flow velocity =      4.28(Ft/s)
Travel time through pipe =    0.79 min.
Time of concentration (TC) =    10.67 min.

++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        3.000 to Point/Station        4.000
**** CONFLUENCE OF MINOR STREAMS ****
________________________________________________________________________
Along Main Stream number: 1 in normal stream number 2
Stream flow area =      1.770(Ac.)
Runoff from this stream =      2.289(CFS)
Time of concentration =   10.67 min.
Rainfall intensity =     1.466(In/Hr)
Area averaged loss rate (Fm) =    0.0978(In/Hr)
Area averaged Pervious ratio (Ap) = 0.1000
Summary of stream data:

Stream Flow rate    Area    TC     Fm       Rainfall Intensity
 No.    (CFS)   (Ac.)       (min) (In/Hr)     (In/Hr)


1      2.72     2.210     10.79    0.098      1.456
2      2.29     1.770     10.67    0.098      1.466
Qmax(1) =
           1.000 *    1.000 *     2.717) +
           0.993 *    1.000 *     2.289) + =       4.990
Qmax(2) =
           1.007 *    0.989 *     2.717) +
           1.000 *    1.000 *     2.289) + =       4.995
```

```
Total of 2 streams to confluence:
Flow rates before confluence point:
       2.717       2.289
Maximum flow rates at confluence using above data:
        4.990        4.995
Area of streams before confluence:
        2.210        1.770
Effective area values after confluence:
        3.980        3.956
Results of confluence:
Total flow rate =      4.995(CFS)
Time of concentration =    10.671 min.
Effective stream area after confluence =      3.956(Ac.)
Study area average Pervious fraction(Ap) =  0.100
Study area average soil loss rate(Fm) =    0.098(In/Hr)
Study area total (this main stream) =       3.98(Ac.)
End of computations, Total Study Area =            3.98 (Ac.)
The following figures may
be used for a unit hydrograph study of the same area.
Note: These figures do not consider reduced effective area
effects caused by confluences in the rational equation.

Area averaged pervious area fraction(Ap) = 0.100
Area averaged SCS curve number =  32.0
```

```
                San Bernardino County Rational Hydrology Program

                    (Hydrology Manual Date - August 1986)

 CIVILCADD/CIVILDESIGN  Engineering Software, (c) 1989-2005 Version 7.1
        Rational Hydrology Study        Date: 07/24/24
------------------------------------------------------------------------
Program License Serial Number 5016
------------------------------------------------------------------------
 *********   Hydrology Study Control Information **********
------------------------------------------------------------------------
Rational hydrology study storm event year is    10.0
Computed rainfall intensity:
Storm year =    10.00   1 hour rainfall =     0.915 (In.)
Slope used for rainfall intensity curve b =  0.6000
Soil antecedent moisture condition (AMC) = 2

++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.000 to Point/Station        2.000
**** INITIAL AREA EVALUATION ****       AREA A1
________________________________________________________________________
COMMERCIAL subarea type
Decimal fraction soil group A = 1.000
Decimal fraction soil group B = 0.000
Decimal fraction soil group C = 0.000
Decimal fraction soil group D = 0.000
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Initial subarea data:
Initial area flow distance =   773.000(Ft.)
Top (of initial area) elevation =  1265.000(Ft.)
Bottom (of initial area) elevation =  1256.420(Ft.)
Difference in elevation =     8.580(Ft.)
Slope =    0.01110  s(%)=       1.11
TC = k(0.304)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =   10.693 min.
Rainfall intensity =      2.575(In/Hr) for a    10.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.866
Subarea runoff =      4.928(CFS)
Total initial stream area =        2.210(Ac.)
Pervious area fraction = 0.100
Initial area Fm value =    0.098(In/Hr)

++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.000 to Point/Station        4.000
**** PIPEFLOW TRAVEL TIME (User specified size) ****
________________________________________________________________________
Upstream point/station elevation =  1255.900(Ft.)
Downstream point/station elevation =  1255.680(Ft.)
```

```
Pipe length  =    44.87(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =     4.928(CFS)
Given pipe size =      8.00(In.)
NOTE: Normal flow is pressure flow in user selected pipe size.
The approximate hydraulic grade line above the pipe invert is
    11.883(Ft.)  at the headworks or inlet of the pipe(s)
 Pipe friction loss =      7.460(Ft.)
 Minor friction loss =      4.643(Ft.)  K-factor =   1.50
Pipe flow velocity =     14.12(Ft/s)
Travel time through pipe =    0.05 min.
Time of concentration (TC) =    10.75 min.

++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.000 to Point/Station        4.000
**** CONFLUENCE OF MINOR STREAMS ****
________________________________________________________________________
Along Main Stream number: 1 in normal stream number 1
Stream flow area =      2.210(Ac.)
Runoff from this stream =      4.928(CFS)
Time of concentration =   10.75 min.
Rainfall intensity =     2.568(In/Hr)
Area averaged loss rate (Fm) =    0.0978(In/Hr)
Area averaged Pervious ratio (Ap) = 0.1000

++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.000 to Point/Station        3.000
**** INITIAL AREA EVALUATION ****               AREA A2
________________________________________________________________________
COMMERCIAL subarea type
Decimal fraction soil group A = 1.000
Decimal fraction soil group B = 0.000
Decimal fraction soil group C = 0.000
Decimal fraction soil group D = 0.000
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Initial subarea data:
Initial area flow distance =   672.000(Ft.)
Top (of initial area) elevation =  1265.000(Ft.)
Bottom (of initial area) elevation =  1256.650(Ft.)
Difference in elevation =     8.350(Ft.)
Slope =    0.01243  s(%)=       1.24
TC = k(0.304)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =    9.885 min.
Rainfall intensity =      2.700(In/Hr) for a    10.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.867
Subarea runoff =      4.145(CFS)
Total initial stream area =        1.770(Ac.)
Pervious area fraction = 0.100
Initial area Fm value =    0.098(In/Hr)
```

```
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        3.000 to Point/Station        4.000
**** PIPEFLOW TRAVEL TIME (User specified size) ****
________________________________________________________________________
Upstream point/station elevation =  1251.150(Ft.)
Downstream point/station elevation =  1249.640(Ft.)
Pipe length  =   202.00(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =     4.145(CFS)
Given pipe size =     18.00(In.)
Calculated individual pipe flow  =     4.145(CFS)
Normal flow depth in pipe =    8.53(In.)
Flow top width inside pipe =   17.98(In.)
Critical Depth =    9.35(In.)
Pipe flow velocity =      5.02(Ft/s)
Travel time through pipe =    0.67 min.
Time of concentration (TC) =    10.56 min.

++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        3.000 to Point/Station        4.000
**** CONFLUENCE OF MINOR STREAMS ****
________________________________________________________________________
Along Main Stream number: 1 in normal stream number 2
Stream flow area =      1.770(Ac.)
Runoff from this stream =      4.145(CFS)
Time of concentration =   10.56 min.
Rainfall intensity =     2.596(In/Hr)
Area averaged loss rate (Fm) =    0.0978(In/Hr)
Area averaged Pervious ratio (Ap) = 0.1000
Summary of stream data:

Stream Flow rate    Area    TC     Fm       Rainfall Intensity
 No.    (CFS)   (Ac.)       (min) (In/Hr)     (In/Hr)

1      4.93     2.210     10.75    0.098      2.568
2      4.15     1.770     10.56    0.098      2.596
Qmax(1) =
           1.000 *    1.000 *     4.928) +
           0.989 *    1.000 *     4.145) + =       9.027
Qmax(2) =
           1.011 *    0.982 *     4.928) +
           1.000 *    1.000 *     4.145) + =       9.040

Total of 2 streams to confluence:
Flow rates before confluence point:
       4.928       4.145
Maximum flow rates at confluence using above data:
        9.027        9.040
Area of streams before confluence:
        2.210        1.770
Effective area values after confluence:
```

```
        3.980        3.941
Results of confluence:
Total flow rate =      9.040(CFS)
Time of concentration =    10.555 min.
Effective stream area after confluence =      3.941(Ac.)
Study area average Pervious fraction(Ap) =  0.100
Study area average soil loss rate(Fm) =    0.098(In/Hr)
Study area total (this main stream) =       3.98(Ac.)
End of computations, Total Study Area =            3.98 (Ac.)
The following figures may
be used for a unit hydrograph study of the same area.
Note: These figures do not consider reduced effective area
effects caused by confluences in the rational equation.

Area averaged pervious area fraction(Ap) = 0.100
Area averaged SCS curve number =  32.0
```

```
                San Bernardino County Rational Hydrology Program

                    (Hydrology Manual Date - August 1986)

 CIVILCADD/CIVILDESIGN  Engineering Software, (c) 1989-2005 Version 7.1
        Rational Hydrology Study        Date: 07/24/24
--------------------------------------------------------------------------
JN 4113 Hilton Ave
Post-Developed Condition
25-Year Storm
--------------------------------------------------------------------------
Program License Serial Number 5016
--------------------------------------------------------------------------
 *********   Hydrology Study Control Information **********
--------------------------------------------------------------------------
Rational hydrology study storm event year is    25.0
   10 Year storm 1 hour rainfall  =      0.915(In.)
  100 Year storm 1 hour rainfall  =      1.480(In.)
Computed rainfall intensity:
Storm year =    25.00   1 hour rainfall =     1.140 (In.)
Slope used for rainfall intensity curve b =  0.6000
Soil antecedent moisture condition (AMC) = 3

++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.000 to Point/Station        2.000
**** INITIAL AREA EVALUATION ****       AREA A1
__________________________________________________________________________
COMMERCIAL subarea type
Decimal fraction soil group A = 1.000
Decimal fraction soil group B = 0.000
Decimal fraction soil group C = 0.000
Decimal fraction soil group D = 0.000
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Initial subarea data:
Initial area flow distance =   773.000(Ft.)
Top (of initial area) elevation =  1265.000(Ft.)
Bottom (of initial area) elevation =  1256.420(Ft.)
Difference in elevation =     8.580(Ft.)
Slope =    0.01110  s(%)=       1.11
TC = k(0.304)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =   10.693 min.
Rainfall intensity =      3.208(In/Hr) for a    25.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.873
Subarea runoff =      6.187(CFS)
Total initial stream area =        2.210(Ac.)
Pervious area fraction = 0.100
Initial area Fm value =    0.098(In/Hr)
```

```
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.000 to Point/Station        4.000
**** PIPEFLOW TRAVEL TIME (User specified size) ****
______________________________________________________________________________
Upstream point/station elevation =  1255.900(Ft.)
Downstream point/station elevation =  1255.680(Ft.)
Pipe length  =    44.87(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =     6.187(CFS)
Given pipe size =      8.00(In.)
NOTE: Normal flow is pressure flow in user selected pipe size.
The approximate hydraulic grade line above the pipe invert is
    18.855(Ft.)  at the headworks or inlet of the pipe(s)
 Pipe friction loss =     11.758(Ft.)
 Minor friction loss =      7.317(Ft.)  K-factor =   1.50
Pipe flow velocity =     17.72(Ft/s)
Travel time through pipe =    0.04 min.
Time of concentration (TC) =    10.73 min.

++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.000 to Point/Station        4.000
**** CONFLUENCE OF MINOR STREAMS ****
______________________________________________________________________________
Along Main Stream number: 1 in normal stream number 1
Stream flow area =      2.210(Ac.)
Runoff from this stream =      6.187(CFS)
Time of concentration =   10.73 min.
Rainfall intensity =     3.201(In/Hr)
Area averaged loss rate (Fm) =    0.0978(In/Hr)
Area averaged Pervious ratio (Ap) = 0.1000

++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.000 to Point/Station        3.000
**** INITIAL AREA EVALUATION ****               AREA A2
______________________________________________________________________________
COMMERCIAL subarea type
Decimal fraction soil group A = 1.000
Decimal fraction soil group B = 0.000
Decimal fraction soil group C = 0.000
Decimal fraction soil group D = 0.000
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Initial subarea data:
Initial area flow distance =   672.000(Ft.)
Top (of initial area) elevation =  1265.000(Ft.)
Bottom (of initial area) elevation =  1256.650(Ft.)
Difference in elevation =     8.350(Ft.)
Slope =    0.01243  s(%)=       1.24
TC = k(0.304)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =    9.885 min.
Rainfall intensity =      3.363(In/Hr) for a    25.0 year storm
```

```
Effective runoff coefficient used for area (Q=KCIA) is C = 0.874
Subarea runoff =      5.202(CFS)
Total initial stream area =        1.770(Ac.)
Pervious area fraction = 0.100
Initial area Fm value =    0.098(In/Hr)

++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        3.000 to Point/Station        4.000
**** PIPEFLOW TRAVEL TIME (User specified size) ****
________________________________________________________________________
Upstream point/station elevation =  1251.150(Ft.)
Downstream point/station elevation =  1249.640(Ft.)
Pipe length  =   202.00(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =     5.202(CFS)
Given pipe size =     18.00(In.)
Calculated individual pipe flow  =     5.202(CFS)
Normal flow depth in pipe =    9.76(In.)
Flow top width inside pipe =   17.94(In.)
Critical Depth =   10.53(In.)
Pipe flow velocity =      5.31(Ft/s)
Travel time through pipe =    0.63 min.
Time of concentration (TC) =    10.52 min.

++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        3.000 to Point/Station        4.000
**** CONFLUENCE OF MINOR STREAMS ****
________________________________________________________________________
Along Main Stream number: 1 in normal stream number 2
Stream flow area =      1.770(Ac.)
Runoff from this stream =      5.202(CFS)
Time of concentration =   10.52 min.
Rainfall intensity =     3.240(In/Hr)
Area averaged loss rate (Fm) =    0.0978(In/Hr)
Area averaged Pervious ratio (Ap) = 0.1000
Summary of stream data:

Stream Flow rate    Area    TC     Fm       Rainfall Intensity
 No.    (CFS)   (Ac.)       (min) (In/Hr)     (In/Hr)

1      6.19     2.210     10.73    0.098      3.201
2      5.20     1.770     10.52    0.098      3.240
Qmax(1) =
           1.000 *    1.000 *     6.187) +
           0.987 *    1.000 *     5.202) + =      11.324
Qmax(2) =
           1.013 *    0.980 *     6.187) +
           1.000 *    1.000 *     5.202) + =      11.341

Total of 2 streams to confluence:
Flow rates before confluence point:
```

```
       6.187       5.202
Maximum flow rates at confluence using above data:
       11.324       11.341
Area of streams before confluence:
        2.210        1.770
Effective area values after confluence:
        3.980        3.935
Results of confluence:
Total flow rate =     11.341(CFS)
Time of concentration =    10.518 min.
Effective stream area after confluence =      3.935(Ac.)
Study area average Pervious fraction(Ap) =  0.100
Study area average soil loss rate(Fm) =    0.098(In/Hr)
Study area total (this main stream) =       3.98(Ac.)
End of computations, Total Study Area =            3.98 (Ac.)
The following figures may
be used for a unit hydrograph study of the same area.
Note: These figures do not consider reduced effective area
effects caused by confluences in the rational equation.

Area averaged pervious area fraction(Ap) = 0.100
Area averaged SCS curve number =  32.0
```

```
                San Bernardino County Rational Hydrology Program

                    (Hydrology Manual Date - August 1986)

 CIVILCADD/CIVILDESIGN  Engineering Software, (c) 1989-2005 Version 7.1
        Rational Hydrology Study        Date: 08/16/23
--------------------------------------------------------------------------
Program License Serial Number 5016
--------------------------------------------------------------------------
 *********   Hydrology Study Control Information **********
--------------------------------------------------------------------------
Rational hydrology study storm event year is   100.0
   10 Year storm 1 hour rainfall  =      0.915(In.)
  100 Year storm 1 hour rainfall  =      1.480(In.)
Computed rainfall intensity:
Storm year =   100.00   1 hour rainfall =     1.480 (In.)
Slope used for rainfall intensity curve b =  0.6000
Soil antecedent moisture condition (AMC) = 3

++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.000 to Point/Station        2.000
**** INITIAL AREA EVALUATION ****       AREA A1
__________________________________________________________________________
COMMERCIAL subarea type
Decimal fraction soil group A = 1.000
Decimal fraction soil group B = 0.000
Decimal fraction soil group C = 0.000
Decimal fraction soil group D = 0.000
SCS curve number for soil(AMC 2)  = 32.00
Adjusted SCS curve number for AMC 3 = 52.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.079(In/Hr)
Initial subarea data:
Initial area flow distance =   773.000(Ft.)
Top (of initial area) elevation =  1265.000(Ft.)
Bottom (of initial area) elevation =  1256.420(Ft.)
Difference in elevation =     8.580(Ft.)
Slope =    0.01110  s(%)=       1.11
TC = k(0.304)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =   10.693 min.
Rainfall intensity =      4.166(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.883
Subarea runoff =      8.130(CFS)
Total initial stream area =        2.210(Ac.)
Pervious area fraction = 0.100
Initial area Fm value =    0.079(In/Hr)

++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.000 to Point/Station        4.000
**** PIPEFLOW TRAVEL TIME (User specified size) ****
```

```
Upstream point/station elevation =  1255.900(Ft.)
Downstream point/station elevation =  1255.680(Ft.)
Pipe length  =    44.87(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =     8.130(CFS)
Given pipe size =      8.00(In.)
NOTE: Normal flow is pressure flow in user selected pipe size.
The approximate hydraulic grade line above the pipe invert is
    32.715(Ft.)  at the headworks or inlet of the pipe(s)
 Pipe friction loss =     20.302(Ft.)
 Minor friction loss =     12.634(Ft.)  K-factor =   1.50
Pipe flow velocity =     23.29(Ft/s)
Travel time through pipe =    0.03 min.
Time of concentration (TC) =    10.72 min.

++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.000 to Point/Station        4.000
**** CONFLUENCE OF MINOR STREAMS ****
------------------------------------------------------------------------
Along Main Stream number: 1 in normal stream number 1
Stream flow area =      2.210(Ac.)
Runoff from this stream =      8.130(CFS)
Time of concentration =   10.72 min.
Rainfall intensity =     4.158(In/Hr)
Area averaged loss rate (Fm) =    0.0785(In/Hr)
Area averaged Pervious ratio (Ap) = 0.1000

++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.000 to Point/Station        3.000
**** INITIAL AREA EVALUATION ****       AREA A2
------------------------------------------------------------------------
COMMERCIAL subarea type
Decimal fraction soil group A = 1.000
Decimal fraction soil group B = 0.000
Decimal fraction soil group C = 0.000
Decimal fraction soil group D = 0.000
SCS curve number for soil(AMC 2)  = 32.00
Adjusted SCS curve number for AMC 3 = 52.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.079(In/Hr)
Initial subarea data:
Initial area flow distance =   672.000(Ft.)
Top (of initial area) elevation =  1265.000(Ft.)
Bottom (of initial area) elevation =  1256.650(Ft.)
Difference in elevation =     8.350(Ft.)
Slope =    0.01243  s(%)=       1.24
TC = k(0.304)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =    9.885 min.
Rainfall intensity =      4.367(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.884
Subarea runoff =      6.831(CFS)
```

```
Total initial stream area =        1.770(Ac.)
Pervious area fraction = 0.100
Initial area Fm value =    0.079(In/Hr)

++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        3.000 to Point/Station        4.000
**** PIPEFLOW TRAVEL TIME (User specified size) ****
________________________________________________________________________
Upstream point/station elevation =  1251.150(Ft.)
Downstream point/station elevation =  1249.640(Ft.)
Pipe length  =   202.00(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =     6.831(CFS)
Given pipe size =     18.00(In.)
Calculated individual pipe flow  =     6.831(CFS)
Normal flow depth in pipe =   11.65(In.)
Flow top width inside pipe =   17.20(In.)
Critical Depth =   12.14(In.)
Pipe flow velocity =      5.64(Ft/s)
Travel time through pipe =    0.60 min.
Time of concentration (TC) =    10.48 min.

++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        3.000 to Point/Station        4.000
**** CONFLUENCE OF MINOR STREAMS ****
________________________________________________________________________
Along Main Stream number: 1 in normal stream number 2
Stream flow area =      1.770(Ac.)
Runoff from this stream =      6.831(CFS)
Time of concentration =   10.48 min.
Rainfall intensity =     4.216(In/Hr)
Area averaged loss rate (Fm) =    0.0785(In/Hr)
Area averaged Pervious ratio (Ap) = 0.1000
Summary of stream data:

Stream Flow rate    Area    TC     Fm       Rainfall Intensity
 No.    (CFS)   (Ac.)       (min) (In/Hr)     (In/Hr)

1      8.13     2.210     10.72    0.079      4.158
2      6.83     1.770     10.48    0.079      4.216
Qmax(1) =
           1.000 *    1.000 *     8.130) +
           0.986 *    1.000 *     6.831) + =      14.866
Qmax(2) =
           1.014 *    0.977 *     8.130) +
           1.000 *    1.000 *     6.831) + =      14.889

Total of 2 streams to confluence:
Flow rates before confluence point:
       8.130       6.831
Maximum flow rates at confluence using above data:
```

```
       14.866       14.889
Area of streams before confluence:
        2.210        1.770
Effective area values after confluence:
        3.980        3.930
Results of confluence:
Total flow rate =     14.889(CFS)
Time of concentration =    10.481 min.
Effective stream area after confluence =      3.930(Ac.)
Study area average Pervious fraction(Ap) =  0.100
Study area average soil loss rate(Fm) =    0.079(In/Hr)
Study area total (this main stream) =       3.98(Ac.)
End of computations, Total Study Area =            3.98 (Ac.)
The following figures may
be used for a unit hydrograph study of the same area.
Note: These figures do not consider reduced effective area
effects caused by confluences in the rational equation.

Area averaged pervious area fraction(Ap) = 0.100
Area averaged SCS curve number =  32.0
```

Appendix D

```
        U n i t   H y d r o g r a p h   A n a l y s i s

        Copyright (c) CIVILCADD/CIVILDESIGN, 1989 - 2004, Version 7.0

                Study date  07/24/24

++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
------------------------------------------------------------------------------
San Bernardino County Synthetic Unit Hydrology Method
                Manual date - August 1986

Program License Serial Number 5016
------------------------------------------------------------------------
JN 4113 UNIT HYDROGRAPH
2 YEAR 3 HOUR STORM- POST-DEVELOPED
------------------------------------------------------------------------
        Storm Event Year = 2

        Antecedent Moisture Condition = 2

 English (in-lb) Input Units Used

 English Rainfall Data (Inches) Input Values Used

 English Units used in output format

Area averaged rainfall intensity isohyetal data:
        Sub-Area        Duration        Isohyetal
        (Ac.)            (hours)         (In)
Rainfall data for year 10
             3.98            1           0.92
------------------------------------------------------------------------
Rainfall data for year 2
             3.98            6           0.27
------------------------------------------------------------------------
Rainfall data for year 2
             3.98           24           0.13
------------------------------------------------------------------------
Rainfall data for year 100
             3.98            1           1.48
------------------------------------------------------------------------
Rainfall data for year 100
             3.98            6           0.62
------------------------------------------------------------------------
Rainfall data for year 100
             3.98           24           0.29
------------------------------------------------------------------------
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
******** Area-averaged max loss rate, Fm ********
```

```
SCS curve  SCS curve     Area     Area     Fp(Fig C6)    Ap      Fm
No.(AMCII) NO.(AMC 2)    (Ac.)    Fraction     (In/Hr)  (dec.)   (In/Hr)
 32.0      32.0          3.98      1.000     0.978    0.130    0.127

Area-averaged adjusted loss rate Fm (In/Hr) =  0.127

********* Area-Averaged low loss rate fraction, Yb **********
Area       Area          SCS CN    SCS CN      S     Pervious
 (Ac.)      Fract         (AMC2)    (AMC2)           Yield Fr
     0.52   0.130         32.0      32.0       2.61     0.000
     3.46   0.870         98.0      98.0       0.20     0.647

Area-averaged catchment yield fraction, Y =  0.563
Area-averaged low loss fraction, Yb =  0.437
User entry of time of concentration  =   0.178 (hours)
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Watershed area =       3.98(Ac.)
Catchment Lag time =   0.142 hours
Unit interval =   5.000 minutes
Unit interval percentage of lag time = 58.5700
Hydrograph baseflow =     0.00(CFS)
Average maximum watershed loss rate(Fm) =  0.127(In/Hr)
Average low loss rate fraction (Yb) = 0.437 (decimal)
VALLEY DEVELOPED S-Graph Selected
Computed peak 5-minute rainfall =  0.192(In)
Computed peak 30-minute rainfall =  0.394(In)
Specified peak 1-hour rainfall =  0.520(In)
Computed peak 3-hour rainfall =  0.520(In)
Specified peak 6-hour rainfall =  0.521(In)
Specified peak 24-hour rainfall =  0.522(In)

Note: user specified rainfall values used.
Rainfall depth area reduction factors:
Using a total area of       3.98(Ac.) (Ref: fig. E-4)

5-minute factor = 1.000     Adjusted rainfall =  0.192(In)
30-minute factor = 1.000    Adjusted rainfall =  0.394(In)
1-hour factor = 1.000       Adjusted rainfall =  0.520(In)
3-hour factor = 1.000       Adjusted rainfall =  0.520(In)
6-hour factor = 1.000       Adjusted rainfall =  0.521(In)
24-hour factor = 1.000      Adjusted rainfall =  0.522(In)
----------------------------------------------------------------------
                        U n i t  H y d r o g r a p h
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Interval          'S' Graph          Unit Hydrograph
Number            Mean values             ((CFS))
----------------------------------------------------------------------
                (K =        48.13 (CFS))
```

1	6.220	2.994
2	39.874	16.198
3	80.296	19.457
4	94.943	7.050
5	98.536	1.729
6	100.000	0.705

Total soil rain loss = 0.12(In)
Total effective rainfall = 0.40(In)
Peak flow rate in flood hydrograph = 4.43(CFS)

++

3 - H O U R S T O R M
R u n o f f H y d r o g r a p h

Hydrograph in 5 Minute intervals ((CFS))

Time(h+m)	Volume Ac.Ft	Q(CFS)	0	2.5	5.0	7.5	10.0
0+ 5	0.0000	0.00	Q	|	|	|	|
0+10	0.0000	0.00	Q	|	|	|	|
0+15	0.0000	0.00	Q	|	|	|	|
0+20	0.0000	0.00	Q	|	|	|	|
0+25	0.0000	0.00	Q	|	|	|	|
0+30	0.0000	0.00	Q	|	|	|	|
0+35	0.0000	0.00	Q	|	|	|	|
0+40	0.0000	0.00	Q	|	|	|	|
0+45	0.0000	0.00	Q	|	|	|	|
0+50	0.0000	0.00	Q	|	|	|	|
0+55	0.0000	0.00	Q	|	|	|	|
1+ 0	0.0000	0.00	Q	|	|	|	|
1+ 5	0.0000	0.00	Q	|	|	|	|
1+10	0.0000	0.00	Q	|	|	|	|
1+15	0.0000	0.00	Q	|	|	|	|
1+20	0.0000	0.00	Q	|	|	|	|
1+25	0.0002	0.03	Q	|	|	|	|
1+30	0.0016	0.19	Q	|	|	|	|
1+35	0.0043	0.40	|Q	|	|	|	|
1+40	0.0078	0.51	| Q	|	|	|	|
1+45	0.0119	0.59	| QV	|	|	|	|
1+50	0.0167	0.70	| Q V	|	|	|	|
1+55	0.0228	0.89	| Q V	|	|	|	|
2+ 0	0.0315	1.26	| Q V|	|	|	|	|
2+ 5	0.0468	2.22	| Q | V	|	|	|	|
2+10	0.0764	4.30	| | Q | V	|	|	|	|
2+15	0.1069	4.43	| | Q |	|	| V	|
2+20	0.1218	2.16	| Q |	|	| V	|
2+25	0.1287	1.00	| Q |	|	| V |	|
2+30	0.1321	0.49	|Q |	|	| V|	|

```
    2+35       0.1329      0.12  Q          |          |          |         V|
    2+40       0.1331      0.03  Q          |          |          |         V|
    2+45       0.1332      0.01  Q          |          |          |         V|
    2+50       0.1332      0.00  Q          |          |          |         V|
    2+55       0.1332      0.00  Q          |          |          |         V|
    3+ 0       0.1332      0.00  Q          |          |          |         V|
    3+ 5       0.1332      0.00  Q          |          |          |         V|
    3+10       0.1332      0.00  Q          |          |          |         V|
    3+15       0.1332      0.00  Q          |          |          |         V|
    3+20       0.1332      0.00  Q          |          |          |         V|
    3+25       0.1332      0.00  Q          |          |          |          V
---------------------------------------------------------------------------
```

U n i t H y d r o g r a p h A n a l y s i s

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Study date 07/24/24

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San Bernardino County Synthetic Unit Hydrology Method
Manual date - August 1986

Program License Serial Number 5016

JN 4113 UNIT HYDROGRAPH
2 YEAR 24 HOUR STORM- Post-DWEVELOPED CONDITION

Storm Event Year = 2

Antecedent Moisture Condition = 2

English (in-lb) Input Units Used

English Rainfall Data (Inches) Input Values Used

English Units used in output format

Area averaged rainfall intensity isohyetal data:

Sub-Area (Ac.)	Duration (hours)	Isohyetal (In)
Rainfall data for year 10		
3.98	1	0.92
Rainfall data for year 2		
3.98	6	0.27
Rainfall data for year 2		
3.98	24	0.13
Rainfall data for year 100		
3.98	1	1.48
Rainfall data for year 100		
3.98	6	0.62
Rainfall data for year 100		
3.98	24	0.29

++

```
******** Area-averaged max loss rate, Fm ********
SCS curve  SCS curve     Area     Area     Fp(Fig C6)    Ap      Fm
No.(AMCII) NO.(AMC 2)    (Ac.)    Fraction     (In/Hr)  (dec.)   (In/Hr)
 32.0      32.0          3.98      1.000     0.978    0.130    0.127

Area-averaged adjusted loss rate Fm (In/Hr) =  0.127

********* Area-Averaged low loss rate fraction, Yb **********
Area       Area          SCS CN    SCS CN      S     Pervious
 (Ac.)      Fract         (AMC2)    (AMC2)           Yield Fr
     0.52   0.130         32.0      32.0       2.61     0.000
     3.46   0.870         98.0      98.0       0.20     0.647

Area-averaged catchment yield fraction, Y =  0.563
Area-averaged low loss fraction, Yb =  0.437
User entry of time of concentration  =   0.178 (hours)
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Watershed area =       3.98(Ac.)
Catchment Lag time =   0.142 hours
Unit interval =   5.000 minutes
Unit interval percentage of lag time = 58.5700
Hydrograph baseflow =     0.00(CFS)
Average maximum watershed loss rate(Fm) =  0.127(In/Hr)
Average low loss rate fraction (Yb) = 0.437 (decimal)
VALLEY DEVELOPED S-Graph Selected
Computed peak 5-minute rainfall =  0.192(In)
Computed peak 30-minute rainfall =  0.394(In)
Specified peak 1-hour rainfall =  0.520(In)
Computed peak 3-hour rainfall =  0.520(In)
Specified peak 6-hour rainfall =  0.521(In)
Specified peak 24-hour rainfall =  0.522(In)

Note: user specified rainfall values used.
Rainfall depth area reduction factors:
Using a total area of       3.98(Ac.) (Ref: fig. E-4)

5-minute factor = 1.000     Adjusted rainfall =  0.192(In)
30-minute factor = 1.000    Adjusted rainfall =  0.394(In)
1-hour factor = 1.000       Adjusted rainfall =  0.520(In)
3-hour factor = 1.000       Adjusted rainfall =  0.520(In)
6-hour factor = 1.000       Adjusted rainfall =  0.521(In)
24-hour factor = 1.000      Adjusted rainfall =  0.522(In)
-------------------------------------------------------------------
                      U n i t  H y d r o g r a p h
+++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Interval          'S' Graph          Unit Hydrograph
Number            Mean values             ((CFS))
-------------------------------------------------------------------
               (K =        48.13 (CFS))
```

1	6.220	2.994
2	39.874	16.198
3	80.296	19.457
4	94.943	7.050
5	98.536	1.729
6	100.000	0.705

Total soil rain loss = 0.12(In)
Total effective rainfall = 0.40(In)
Peak flow rate in flood hydrograph = 4.43(CFS)

++

24 - H O U R S T O R M
R u n o f f H y d r o g r a p h

Hydrograph in 5 Minute intervals ((CFS))

Time(h+m)	Volume Ac.Ft	Q(CFS)	0	2.5	5.0	7.5	10.0
0+ 5	0.0000	0.00	Q				
0+10	0.0000	0.00	Q				
0+15	0.0000	0.00	Q				
0+20	0.0000	0.00	Q				
0+25	0.0000	0.00	Q				
0+30	0.0000	0.00	Q				
0+35	0.0000	0.00	Q				
0+40	0.0000	0.00	Q				
0+45	0.0000	0.00	Q				
0+50	0.0000	0.00	Q				
0+55	0.0000	0.00	Q				
1+ 0	0.0000	0.00	Q				
1+ 5	0.0000	0.00	Q				
1+10	0.0000	0.00	Q				
1+15	0.0000	0.00	Q				
1+20	0.0000	0.00	Q				
1+25	0.0000	0.00	Q				
1+30	0.0000	0.00	Q				
1+35	0.0000	0.00	Q				
1+40	0.0000	0.00	Q				
1+45	0.0000	0.00	Q				
1+50	0.0000	0.00	Q				
1+55	0.0000	0.00	Q				
2+ 0	0.0000	0.00	Q				
2+ 5	0.0000	0.00	Q				
2+10	0.0000	0.00	Q				
2+15	0.0000	0.00	Q				
2+20	0.0000	0.00	Q				
2+25	0.0000	0.00	Q				

2+30	0.0000	0.00	Q				
2+35	0.0000	0.00	Q				
2+40	0.0000	0.00	Q				
2+45	0.0000	0.00	Q				
2+50	0.0000	0.00	Q				
2+55	0.0000	0.00	Q				
3+ 0	0.0000	0.00	Q				
3+ 5	0.0000	0.00	Q				
3+10	0.0000	0.00	Q				
3+15	0.0000	0.00	Q				
3+20	0.0000	0.00	Q				
3+25	0.0000	0.00	Q				
3+30	0.0000	0.00	Q				
3+35	0.0000	0.00	Q				
3+40	0.0000	0.00	Q				
3+45	0.0000	0.00	Q				
3+50	0.0000	0.00	Q				
3+55	0.0000	0.00	Q				
4+ 0	0.0000	0.00	Q				
4+ 5	0.0000	0.00	Q				
4+10	0.0000	0.00	Q				
4+15	0.0000	0.00	Q				
4+20	0.0000	0.00	Q				
4+25	0.0000	0.00	Q				
4+30	0.0000	0.00	Q				
4+35	0.0000	0.00	Q				
4+40	0.0000	0.00	Q				
4+45	0.0000	0.00	Q				
4+50	0.0000	0.00	Q				
4+55	0.0000	0.00	Q				
5+ 0	0.0000	0.00	Q				
5+ 5	0.0000	0.00	Q				
5+10	0.0000	0.00	Q				
5+15	0.0000	0.00	Q				
5+20	0.0000	0.00	Q				
5+25	0.0000	0.00	Q				
5+30	0.0000	0.00	Q				
5+35	0.0000	0.00	Q				
5+40	0.0000	0.00	Q				
5+45	0.0000	0.00	Q				
5+50	0.0000	0.00	Q				
5+55	0.0000	0.00	Q				
6+ 0	0.0000	0.00	Q				
6+ 5	0.0000	0.00	Q				
6+10	0.0000	0.00	Q				
6+15	0.0000	0.00	Q				
6+20	0.0000	0.00	Q				
6+25	0.0000	0.00	Q				
6+30	0.0000	0.00	Q				
6+35	0.0000	0.00	Q				

6+40	0.0000	0.00	Q				
6+45	0.0000	0.00	Q				
6+50	0.0000	0.00	Q				
6+55	0.0000	0.00	Q				
7+ 0	0.0001	0.00	Q				
7+ 5	0.0001	0.00	Q				
7+10	0.0001	0.00	Q				
7+15	0.0001	0.00	Q				
7+20	0.0001	0.00	Q				
7+25	0.0001	0.00	Q				
7+30	0.0001	0.00	Q				
7+35	0.0001	0.00	Q				
7+40	0.0001	0.00	Q				
7+45	0.0001	0.00	Q				
7+50	0.0001	0.00	Q				
7+55	0.0001	0.00	Q				
8+ 0	0.0001	0.00	Q				
8+ 5	0.0001	0.00	Q				
8+10	0.0001	0.00	Q				
8+15	0.0001	0.00	Q				
8+20	0.0001	0.00	Q				
8+25	0.0001	0.00	Q				
8+30	0.0001	0.00	Q				
8+35	0.0001	0.00	Q				
8+40	0.0001	0.00	Q				
8+45	0.0001	0.00	Q				
8+50	0.0001	0.00	Q				
8+55	0.0001	0.00	Q				
9+ 0	0.0001	0.00	Q				
9+ 5	0.0001	0.00	Q				
9+10	0.0001	0.00	Q				
9+15	0.0001	0.00	Q				
9+20	0.0001	0.00	Q				
9+25	0.0001	0.00	Q				
9+30	0.0001	0.00	Q				
9+35	0.0001	0.00	Q				
9+40	0.0001	0.00	Q				
9+45	0.0001	0.00	Q				
9+50	0.0001	0.00	Q				
9+55	0.0001	0.00	Q				
10+ 0	0.0001	0.00	Q				
10+ 5	0.0001	0.00	Q				
10+10	0.0001	0.00	Q				
10+15	0.0001	0.00	Q				
10+20	0.0001	0.00	Q				
10+25	0.0001	0.00	Q				
10+30	0.0001	0.00	Q				
10+35	0.0001	0.00	Q				
10+40	0.0001	0.00	Q				
10+45	0.0001	0.00	Q				

10+50	0.0001	0.00	Q	|	|	|	|
10+55	0.0001	0.00	Q	|	|	|	|
11+ 0	0.0001	0.00	Q	|	|	|	|
11+ 5	0.0001	0.00	Q	|	|	|	|
11+10	0.0001	0.00	Q	|	|	|	|
11+15	0.0001	0.00	Q	|	|	|	|
11+20	0.0001	0.00	Q	|	|	|	|
11+25	0.0001	0.00	Q	|	|	|	|
11+30	0.0001	0.00	Q	|	|	|	|
11+35	0.0001	0.00	Q	|	|	|	|
11+40	0.0001	0.00	Q	|	|	|	|
11+45	0.0001	0.00	Q	|	|	|	|
11+50	0.0001	0.00	Q	|	|	|	|
11+55	0.0001	0.00	Q	|	|	|	|
12+ 0	0.0001	0.00	Q	|	|	|	|
12+ 5	0.0001	0.00	Q	|	|	|	|
12+10	0.0001	0.00	Q	|	|	|	|
12+15	0.0001	0.00	Q	|	|	|	|
12+20	0.0001	0.00	Q	|	|	|	|
12+25	0.0001	0.00	Q	|	|	|	|
12+30	0.0001	0.00	Q	|	|	|	|
12+35	0.0001	0.00	Q	|	|	|	|
12+40	0.0001	0.00	Q	|	|	|	|
12+45	0.0002	0.00	Q	|	|	|	|
12+50	0.0002	0.00	Q	|	|	|	|
12+55	0.0002	0.00	Q	|	|	|	|
13+ 0	0.0002	0.00	Q	|	|	|	|
13+ 5	0.0002	0.00	Q	|	|	|	|
13+10	0.0002	0.00	Q	|	|	|	|
13+15	0.0002	0.00	Q	|	|	|	|
13+20	0.0002	0.00	Q	|	|	|	|
13+25	0.0002	0.00	Q	|	|	|	|
13+30	0.0002	0.00	Q	|	|	|	|
13+35	0.0002	0.00	Q	|	|	|	|
13+40	0.0002	0.00	Q	|	|	|	|
13+45	0.0002	0.00	Q	|	|	|	|
13+50	0.0002	0.00	Q	|	|	|	|
13+55	0.0002	0.00	Q	|	|	|	|
14+ 0	0.0002	0.00	Q	|	|	|	|
14+ 5	0.0002	0.00	Q	|	|	|	|
14+10	0.0002	0.00	Q	|	|	|	|
14+15	0.0002	0.00	Q	|	|	|	|
14+20	0.0002	0.00	Q	|	|	|	|
14+25	0.0002	0.00	Q	|	|	|	|
14+30	0.0003	0.00	Q	|	|	|	|
14+35	0.0003	0.00	Q	|	|	|	|
14+40	0.0003	0.00	Q	|	|	|	|
14+45	0.0003	0.00	Q	|	|	|	|
14+50	0.0003	0.00	Q	|	|	|	|
14+55	0.0003	0.00	Q	|	|	|	|

```
15+ 0       0.0003      0.00  Q          |          |          |          |
15+ 5       0.0003      0.00  Q          |          |          |          |
15+10       0.0003      0.00  Q          |          |          |          |
15+15       0.0003      0.00  Q          |          |          |          |
15+20       0.0003      0.00  Q          |          |          |          |
15+25       0.0005      0.03  Q          |          |          |          |
15+30       0.0018      0.19  Q          |          |          |          |
15+35       0.0046      0.40  |Q         |          |          |          |
15+40       0.0081      0.51  | Q        |          |          |          |
15+45       0.0121      0.59  | QV       |          |          |          |
15+50       0.0170      0.70  | Q  V     |          |          |          |
15+55       0.0231      0.89  |  Q  V    |          |          |          |
16+ 0       0.0318      1.26  |    Q   V|          |          |          |
16+ 5       0.0470      2.22  |       Q |   V      |          |          |
16+10       0.0767      4.30  |         |      Q   | V        |          |
16+15       0.1072      4.43  |         |      Q   |          | V        |
16+20       0.1221      2.16  |       Q |          |          |     V    |
16+25       0.1289      1.00  |  Q      |          |          |       V  |
16+30       0.1323      0.49  |Q        |          |          |        V|
16+35       0.1332      0.12  Q         |          |          |        V|
16+40       0.1334      0.03  Q         |          |          |        V|
16+45       0.1335      0.01  Q         |          |          |        V|
16+50       0.1335      0.00  Q         |          |          |        V|
16+55       0.1335      0.00  Q         |          |          |        V|
17+ 0       0.1335      0.00  Q         |          |          |        V|
17+ 5       0.1335      0.00  Q         |          |          |        V|
17+10       0.1335      0.00  Q         |          |          |        V|
17+15       0.1335      0.00  Q         |          |          |        V|
17+20       0.1335      0.00  Q         |          |          |        V|
17+25       0.1335      0.00  Q         |          |          |        V|
17+30       0.1335      0.00  Q         |          |          |        V|
17+35       0.1335      0.00  Q         |          |          |        V|
17+40       0.1335      0.00  Q         |          |          |        V|
17+45       0.1335      0.00  Q         |          |          |        V|
17+50       0.1335      0.00  Q         |          |          |        V|
17+55       0.1335      0.00  Q         |          |          |        V|
18+ 0       0.1335      0.00  Q         |          |          |        V|
18+ 5       0.1335      0.00  Q         |          |          |        V|
18+10       0.1335      0.00  Q         |          |          |        V|
18+15       0.1335      0.00  Q         |          |          |        V|
18+20       0.1335      0.00  Q         |          |          |        V|
18+25       0.1335      0.00  Q         |          |          |        V|
18+30       0.1335      0.00  Q         |          |          |        V|
18+35       0.1335      0.00  Q         |          |          |        V|
18+40       0.1335      0.00  Q         |          |          |        V|
18+45       0.1335      0.00  Q         |          |          |        V|
18+50       0.1335      0.00  Q         |          |          |        V|
18+55       0.1335      0.00  Q         |          |          |        V|
19+ 0       0.1335      0.00  Q         |          |          |        V|
19+ 5       0.1335      0.00  Q         |          |          |        V|
```

19+10	0.1335	0.00	Q	|	|	|	V|
19+15	0.1335	0.00	Q	|	|	|	V|
19+20	0.1335	0.00	Q	|	|	|	V|
19+25	0.1335	0.00	Q	|	|	|	V|
19+30	0.1335	0.00	Q	|	|	|	V|
19+35	0.1335	0.00	Q	|	|	|	V|
19+40	0.1335	0.00	Q	|	|	|	V|
19+45	0.1335	0.00	Q	|	|	|	V|
19+50	0.1335	0.00	Q	|	|	|	V|
19+55	0.1335	0.00	Q	|	|	|	V|
20+ 0	0.1335	0.00	Q	|	|	|	V|
20+ 5	0.1335	0.00	Q	|	|	|	V|
20+10	0.1335	0.00	Q	|	|	|	V|
20+15	0.1335	0.00	Q	|	|	|	V|
20+20	0.1336	0.00	Q	|	|	|	V|
20+25	0.1336	0.00	Q	|	|	|	V|
20+30	0.1336	0.00	Q	|	|	|	V|
20+35	0.1336	0.00	Q	|	|	|	V|
20+40	0.1336	0.00	Q	|	|	|	V|
20+45	0.1336	0.00	Q	|	|	|	V|
20+50	0.1336	0.00	Q	|	|	|	V|
20+55	0.1336	0.00	Q	|	|	|	V|
21+ 0	0.1336	0.00	Q	|	|	|	V|
21+ 5	0.1336	0.00	Q	|	|	|	V|
21+10	0.1336	0.00	Q	|	|	|	V|
21+15	0.1336	0.00	Q	|	|	|	V|
21+20	0.1336	0.00	Q	|	|	|	V|
21+25	0.1336	0.00	Q	|	|	|	V|
21+30	0.1336	0.00	Q	|	|	|	V|
21+35	0.1336	0.00	Q	|	|	|	V|
21+40	0.1336	0.00	Q	|	|	|	V|
21+45	0.1336	0.00	Q	|	|	|	V|
21+50	0.1336	0.00	Q	|	|	|	V|
21+55	0.1336	0.00	Q	|	|	|	V|
22+ 0	0.1336	0.00	Q	|	|	|	V|
22+ 5	0.1336	0.00	Q	|	|	|	V|
22+10	0.1336	0.00	Q	|	|	|	V|
22+15	0.1336	0.00	Q	|	|	|	V|
22+20	0.1336	0.00	Q	|	|	|	V|
22+25	0.1336	0.00	Q	|	|	|	V|
22+30	0.1336	0.00	Q	|	|	|	V|
22+35	0.1336	0.00	Q	|	|	|	V|
22+40	0.1336	0.00	Q	|	|	|	V|
22+45	0.1336	0.00	Q	|	|	|	V|
22+50	0.1336	0.00	Q	|	|	|	V|
22+55	0.1336	0.00	Q	|	|	|	V|
23+ 0	0.1336	0.00	Q	|	|	|	V|
23+ 5	0.1336	0.00	Q	|	|	|	V|
23+10	0.1336	0.00	Q	|	|	|	V|
23+15	0.1336	0.00	Q	|	|	|	V|

```
   23+20       0.1336      0.00  Q          |          |          |         V|
   23+25       0.1336      0.00  Q          |          |          |         V|
   23+30       0.1336      0.00  Q          |          |          |         V|
   23+35       0.1336      0.00  Q          |          |          |         V|
   23+40       0.1336      0.00  Q          |          |          |         V|
   23+45       0.1336      0.00  Q          |          |          |         V|
   23+50       0.1336      0.00  Q          |          |          |         V|
   23+55       0.1336      0.00  Q          |          |          |         V|
   24+ 0       0.1336      0.00  Q          |          |          |         V|
   24+ 5       0.1336      0.00  Q          |          |          |         V|
   24+10       0.1336      0.00  Q          |          |          |         V|
   24+15       0.1336      0.00  Q          |          |          |         V|
   24+20       0.1336      0.00  Q          |          |          |         V|
   24+25       0.1336      0.00  Q          |          |          |          V
-------------------------------------------------------------------------
```

```
        U n i t   H y d r o g r a p h   A n a l y s i s

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                Study date  06/28/24

++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
------------------------------------------------------------------------------
San Bernardino County Synthetic Unit Hydrology Method
                Manual date - August 1986

Program License Serial Number 5016
------------------------------------------------------------------------
JN 4113 UNIT HYDROGRAPH
10 YEAR 3 HOUR STORM  POST-DEVELOPED
------------------------------------------------------------------------
        Storm Event Year = 10

        Antecedent Moisture Condition = 2

 English (in-lb) Input Units Used

 English Rainfall Data (Inches) Input Values Used

 English Units used in output format

Area averaged rainfall intensity isohyetal data:
        Sub-Area        Duration        Isohyetal
        (Ac.)            (hours)         (In)
Rainfall data for year 10
             3.98           1           0.92
------------------------------------------------------------------------
Rainfall data for year 10
             3.98           6           0.41
------------------------------------------------------------------------
Rainfall data for year 10
             3.98          24           0.19
------------------------------------------------------------------------
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++

******** Area-averaged max loss rate, Fm ********
SCS curve  SCS curve     Area     Area     Fp(Fig C6)    Ap      Fm
No.(AMCII) NO.(AMC 2)    (Ac.)    Fraction     (In/Hr)  (dec.)   (In/Hr)
 32.0      32.0          3.98      1.000     0.978    0.130    0.127

Area-averaged adjusted loss rate Fm (In/Hr) =  0.127

********* Area-Averaged low loss rate fraction, Yb **********
Area       Area          SCS CN    SCS CN      S     Pervious
```

```
 (Ac.)      Fract         (AMC2)    (AMC2)           Yield Fr
    0.52   0.130         32.0      32.0       4.59     0.000
    3.46   0.870         98.0      98.0       0.20     0.775

Area-averaged catchment yield fraction, Y =  0.674
Area-averaged low loss fraction, Yb =  0.326
User entry of time of concentration  =   0.176 (hours)
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Watershed area =       3.98(Ac.)
Catchment Lag time =   0.141 hours
Unit interval =   5.000 minutes
Unit interval percentage of lag time = 59.2125
Hydrograph baseflow =     0.00(CFS)
Average maximum watershed loss rate(Fm) =  0.127(In/Hr)
Average low loss rate fraction (Yb) = 0.326 (decimal)
VALLEY DEVELOPED S-Graph Selected
Computed peak 5-minute rainfall =  0.339(In)
Computed peak 30-minute rainfall =  0.693(In)
Specified peak 1-hour rainfall =  0.915(In)
Computed peak 3-hour rainfall =  0.915(In)
Specified peak 6-hour rainfall =  0.916(In)
Specified peak 24-hour rainfall =  0.917(In)

Note: user specified rainfall values used.
Rainfall depth area reduction factors:
Using a total area of       3.98(Ac.) (Ref: fig. E-4)

5-minute factor = 1.000     Adjusted rainfall =  0.339(In)
30-minute factor = 1.000    Adjusted rainfall =  0.693(In)
1-hour factor = 1.000       Adjusted rainfall =  0.915(In)
3-hour factor = 1.000       Adjusted rainfall =  0.915(In)
6-hour factor = 1.000       Adjusted rainfall =  0.916(In)
24-hour factor = 1.000      Adjusted rainfall =  0.917(In)
------------------------------------------------------------------------
                        U n i t  H y d r o g r a p h
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Interval          'S' Graph          Unit Hydrograph
Number            Mean values             ((CFS))
------------------------------------------------------------------------
               (K =        48.13 (CFS))

  1                6.354                    3.058
  2               40.669                   16.517
  3               80.945                   19.386
  4               95.214                    6.868
  5               98.595                    1.627
  6              100.000                    0.676
------------------------------------------------------------------------
Total soil rain loss =      0.13(In)
Total effective rainfall =      0.79(In)
```

Peak flow rate in flood hydrograph = 8.16(CFS)

++

3 - H O U R S T O R M

R u n o f f H y d r o g r a p h

Hydrograph in 5 Minute intervals ((CFS))

Time(h+m)	Volume Ac.Ft	Q(CFS)	0	2.5	5.0	7.5	10.0
0+ 5	0.0000	0.00	Q				
0+10	0.0000	0.00	Q				
0+15	0.0000	0.00	Q				
0+20	0.0000	0.00	Q				
0+25	0.0000	0.00	Q				
0+30	0.0000	0.00	Q				
0+35	0.0000	0.00	Q				
0+40	0.0000	0.00	Q				
0+45	0.0000	0.00	Q				
0+50	0.0000	0.00	Q				
0+55	0.0000	0.00	Q				
1+ 0	0.0000	0.00	Q				
1+ 5	0.0000	0.00	Q				
1+10	0.0000	0.00	Q				
1+15	0.0000	0.00	Q				
1+20	0.0000	0.00	Q				
1+25	0.0005	0.06	Q				
1+30	0.0033	0.42	VQ				
1+35	0.0093	0.86	V Q				
1+40	0.0170	1.12	V Q				
1+45	0.0261	1.32	V Q				
1+50	0.0370	1.58	VQ				
1+55	0.0504	1.95	Q				
2+ 0	0.0684	2.61	Q				
2+ 5	0.0981	4.32		V Q			
2+10	0.1535	8.04			V	Q	
2+15	0.2097	8.16				Q	
2+20	0.2380	4.12		Q			V
2+25	0.2520	2.02	Q				V
2+30	0.2589	1.01	Q				V
2+35	0.2607	0.26	Q				V
2+40	0.2612	0.06	Q				V
2+45	0.2613	0.02	Q				V
2+50	0.2613	0.00	Q				V
2+55	0.2613	0.00	Q				V
3+ 0	0.2613	0.00	Q				V
3+ 5	0.2613	0.00	Q				V
3+10	0.2613	0.00	Q				V
3+15	0.2613	0.00	Q				V

```
    3+20       0.2613      0.00  Q         |         |         |        V|
    3+25       0.2613      0.00  Q         |         |         |         V
-------------------------------------------------------------------------
```

```
        U n i t   H y d r o g r a p h   A n a l y s i s

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                Study date  06/28/24

++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
------------------------------------------------------------------------------
San Bernardino County Synthetic Unit Hydrology Method
                Manual date - August 1986

Program License Serial Number 5016
------------------------------------------------------------------------
JN 4113 UNIT HYDROGRAPH
10 YEAR 24 HOUR STORM  POST-DEVELOPED
------------------------------------------------------------------------
        Storm Event Year = 10

        Antecedent Moisture Condition = 2

 English (in-lb) Input Units Used

 English Rainfall Data (Inches) Input Values Used

 English Units used in output format

Area averaged rainfall intensity isohyetal data:
        Sub-Area        Duration        Isohyetal
        (Ac.)            (hours)         (In)
Rainfall data for year 10
             3.98           1           0.92
------------------------------------------------------------------------
Rainfall data for year 10
             3.98           6           0.41
------------------------------------------------------------------------
Rainfall data for year 10
             3.98          24           0.19
------------------------------------------------------------------------
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
******** Area-averaged max loss rate, Fm ********

SCS curve  SCS curve     Area     Area     Fp(Fig C6)    Ap      Fm
No.(AMCII) NO.(AMC 2)    (Ac.)    Fraction     (In/Hr)  (dec.)   (In/Hr)
 32.0      32.0          3.98      1.000     0.978    0.130    0.127

Area-averaged adjusted loss rate Fm (In/Hr) =  0.127

********* Area-Averaged low loss rate fraction, Yb **********
```

```
Area       Area          SCS CN    SCS CN      S     Pervious
 (Ac.)      Fract         (AMC2)    (AMC2)           Yield Fr
     0.52   0.130         32.0      32.0       4.59     0.000
     3.46   0.870         98.0      98.0       0.20     0.775

Area-averaged catchment yield fraction, Y =  0.674
Area-averaged low loss fraction, Yb =  0.326
User entry of time of concentration  =   0.176 (hours)
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Watershed area =       3.98(Ac.)
Catchment Lag time =   0.141 hours
Unit interval =   5.000 minutes
Unit interval percentage of lag time = 59.2125
Hydrograph baseflow =     0.00(CFS)
Average maximum watershed loss rate(Fm) =  0.127(In/Hr)
Average low loss rate fraction (Yb) = 0.326 (decimal)
VALLEY DEVELOPED S-Graph Selected
Computed peak 5-minute rainfall =  0.339(In)
Computed peak 30-minute rainfall =  0.693(In)
Specified peak 1-hour rainfall =  0.915(In)
Computed peak 3-hour rainfall =  0.915(In)
Specified peak 6-hour rainfall =  0.916(In)
Specified peak 24-hour rainfall =  0.917(In)

Note: user specified rainfall values used.
Rainfall depth area reduction factors:
Using a total area of       3.98(Ac.) (Ref: fig. E-4)

5-minute factor = 1.000     Adjusted rainfall =  0.339(In)
30-minute factor = 1.000    Adjusted rainfall =  0.693(In)
1-hour factor = 1.000       Adjusted rainfall =  0.915(In)
3-hour factor = 1.000       Adjusted rainfall =  0.915(In)
6-hour factor = 1.000       Adjusted rainfall =  0.916(In)
24-hour factor = 1.000      Adjusted rainfall =  0.917(In)
------------------------------------------------------------------------
                        U n i t  H y d r o g r a p h
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Interval          'S' Graph          Unit Hydrograph
Number            Mean values             ((CFS))
------------------------------------------------------------------------
                (K =        48.13 (CFS))

  1                6.354                    3.058
  2               40.669                   16.517
  3               80.945                   19.386
  4               95.214                    6.868
  5               98.595                    1.627
  6              100.000                    0.676
------------------------------------------------------------------------
Total soil rain loss =      0.13(In)
```

Total effective rainfall = 0.79(In)
Peak flow rate in flood hydrograph = 8.16(CFS)

++

24 - H O U R S T O R M
R u n o f f H y d r o g r a p h

Hydrograph in 5 Minute intervals ((CFS))

Time(h+m)	Volume Ac.Ft	Q(CFS)	0	2.5	5.0	7.5	10.0
0+ 5	0.0000	0.00	Q				
0+10	0.0000	0.00	Q				
0+15	0.0000	0.00	Q				
0+20	0.0000	0.00	Q				
0+25	0.0000	0.00	Q				
0+30	0.0000	0.00	Q				
0+35	0.0000	0.00	Q				
0+40	0.0000	0.00	Q				
0+45	0.0000	0.00	Q				
0+50	0.0000	0.00	Q				
0+55	0.0000	0.00	Q				
1+ 0	0.0000	0.00	Q				
1+ 5	0.0000	0.00	Q				
1+10	0.0000	0.00	Q				
1+15	0.0000	0.00	Q				
1+20	0.0000	0.00	Q				
1+25	0.0000	0.00	Q				
1+30	0.0000	0.00	Q				
1+35	0.0000	0.00	Q				
1+40	0.0000	0.00	Q				
1+45	0.0000	0.00	Q				
1+50	0.0000	0.00	Q				
1+55	0.0000	0.00	Q				
2+ 0	0.0000	0.00	Q				
2+ 5	0.0000	0.00	Q				
2+10	0.0000	0.00	Q				
2+15	0.0000	0.00	Q				
2+20	0.0000	0.00	Q				
2+25	0.0000	0.00	Q				
2+30	0.0000	0.00	Q				
2+35	0.0000	0.00	Q				
2+40	0.0000	0.00	Q				
2+45	0.0000	0.00	Q				
2+50	0.0000	0.00	Q				
2+55	0.0000	0.00	Q				
3+ 0	0.0000	0.00	Q				
3+ 5	0.0000	0.00	Q				
3+10	0.0000	0.00	Q				
3+15	0.0000	0.00	Q				

3+20	0.0000	0.00	Q				
3+25	0.0000	0.00	Q				
3+30	0.0000	0.00	Q				
3+35	0.0000	0.00	Q				
3+40	0.0000	0.00	Q				
3+45	0.0000	0.00	Q				
3+50	0.0000	0.00	Q				
3+55	0.0000	0.00	Q				
4+ 0	0.0000	0.00	Q				
4+ 5	0.0000	0.00	Q				
4+10	0.0000	0.00	Q				
4+15	0.0000	0.00	Q				
4+20	0.0000	0.00	Q				
4+25	0.0000	0.00	Q				
4+30	0.0000	0.00	Q				
4+35	0.0000	0.00	Q				
4+40	0.0000	0.00	Q				
4+45	0.0000	0.00	Q				
4+50	0.0000	0.00	Q				
4+55	0.0000	0.00	Q				
5+ 0	0.0000	0.00	Q				
5+ 5	0.0000	0.00	Q				
5+10	0.0000	0.00	Q				
5+15	0.0000	0.00	Q				
5+20	0.0000	0.00	Q				
5+25	0.0000	0.00	Q				
5+30	0.0000	0.00	Q				
5+35	0.0000	0.00	Q				
5+40	0.0000	0.00	Q				
5+45	0.0000	0.00	Q				
5+50	0.0000	0.00	Q				
5+55	0.0000	0.00	Q				
6+ 0	0.0000	0.00	Q				
6+ 5	0.0001	0.00	Q				
6+10	0.0001	0.00	Q				
6+15	0.0001	0.00	Q				
6+20	0.0001	0.00	Q				
6+25	0.0001	0.00	Q				
6+30	0.0001	0.00	Q				
6+35	0.0001	0.00	Q				
6+40	0.0001	0.00	Q				
6+45	0.0001	0.00	Q				
6+50	0.0001	0.00	Q				
6+55	0.0001	0.00	Q				
7+ 0	0.0001	0.00	Q				
7+ 5	0.0001	0.00	Q				
7+10	0.0001	0.00	Q				
7+15	0.0001	0.00	Q				
7+20	0.0001	0.00	Q				
7+25	0.0001	0.00	Q				

7+30	0.0001	0.00	Q				
7+35	0.0001	0.00	Q				
7+40	0.0001	0.00	Q				
7+45	0.0001	0.00	Q				
7+50	0.0001	0.00	Q				
7+55	0.0001	0.00	Q				
8+ 0	0.0001	0.00	Q				
8+ 5	0.0001	0.00	Q				
8+10	0.0001	0.00	Q				
8+15	0.0001	0.00	Q				
8+20	0.0001	0.00	Q				
8+25	0.0001	0.00	Q				
8+30	0.0001	0.00	Q				
8+35	0.0001	0.00	Q				
8+40	0.0001	0.00	Q				
8+45	0.0001	0.00	Q				
8+50	0.0001	0.00	Q				
8+55	0.0001	0.00	Q				
9+ 0	0.0001	0.00	Q				
9+ 5	0.0001	0.00	Q				
9+10	0.0001	0.00	Q				
9+15	0.0001	0.00	Q				
9+20	0.0001	0.00	Q				
9+25	0.0001	0.00	Q				
9+30	0.0001	0.00	Q				
9+35	0.0001	0.00	Q				
9+40	0.0001	0.00	Q				
9+45	0.0001	0.00	Q				
9+50	0.0001	0.00	Q				
9+55	0.0001	0.00	Q				
10+ 0	0.0001	0.00	Q				
10+ 5	0.0001	0.00	Q				
10+10	0.0001	0.00	Q				
10+15	0.0001	0.00	Q				
10+20	0.0001	0.00	Q				
10+25	0.0001	0.00	Q				
10+30	0.0001	0.00	Q				
10+35	0.0001	0.00	Q				
10+40	0.0001	0.00	Q				
10+45	0.0001	0.00	Q				
10+50	0.0001	0.00	Q				
10+55	0.0001	0.00	Q				
11+ 0	0.0001	0.00	Q				
11+ 5	0.0001	0.00	Q				
11+10	0.0001	0.00	Q				
11+15	0.0001	0.00	Q				
11+20	0.0001	0.00	Q				
11+25	0.0001	0.00	Q				
11+30	0.0001	0.00	Q				
11+35	0.0001	0.00	Q				

```
11+40       0.0001      0.00  Q          |          |          |          |
11+45       0.0001      0.00  Q          |          |          |          |
11+50       0.0001      0.00  Q          |          |          |          |
11+55       0.0001      0.00  Q          |          |          |          |
12+ 0       0.0001      0.00  Q          |          |          |          |
12+ 5       0.0001      0.00  Q          |          |          |          |
12+10       0.0002      0.00  Q          |          |          |          |
12+15       0.0002      0.00  Q          |          |          |          |
12+20       0.0002      0.00  Q          |          |          |          |
12+25       0.0002      0.00  Q          |          |          |          |
12+30       0.0002      0.00  Q          |          |          |          |
12+35       0.0002      0.00  Q          |          |          |          |
12+40       0.0002      0.00  Q          |          |          |          |
12+45       0.0002      0.00  Q          |          |          |          |
12+50       0.0002      0.00  Q          |          |          |          |
12+55       0.0002      0.00  Q          |          |          |          |
13+ 0       0.0002      0.00  Q          |          |          |          |
13+ 5       0.0002      0.00  Q          |          |          |          |
13+10       0.0002      0.00  Q          |          |          |          |
13+15       0.0002      0.00  Q          |          |          |          |
13+20       0.0002      0.00  Q          |          |          |          |
13+25       0.0002      0.00  Q          |          |          |          |
13+30       0.0002      0.00  Q          |          |          |          |
13+35       0.0002      0.00  Q          |          |          |          |
13+40       0.0003      0.00  Q          |          |          |          |
13+45       0.0003      0.00  Q          |          |          |          |
13+50       0.0003      0.00  Q          |          |          |          |
13+55       0.0003      0.00  Q          |          |          |          |
14+ 0       0.0003      0.00  Q          |          |          |          |
14+ 5       0.0003      0.00  Q          |          |          |          |
14+10       0.0003      0.00  Q          |          |          |          |
14+15       0.0003      0.00  Q          |          |          |          |
14+20       0.0003      0.00  Q          |          |          |          |
14+25       0.0003      0.00  Q          |          |          |          |
14+30       0.0003      0.00  Q          |          |          |          |
14+35       0.0003      0.00  Q          |          |          |          |
14+40       0.0003      0.00  Q          |          |          |          |
14+45       0.0003      0.00  Q          |          |          |          |
14+50       0.0003      0.00  Q          |          |          |          |
14+55       0.0003      0.00  Q          |          |          |          |
15+ 0       0.0003      0.00  Q          |          |          |          |
15+ 5       0.0003      0.00  Q          |          |          |          |
15+10       0.0003      0.00  Q          |          |          |          |
15+15       0.0003      0.00  Q          |          |          |          |
15+20       0.0003      0.00  Q          |          |          |          |
15+25       0.0008      0.06  Q          |          |          |          |
15+30       0.0036      0.42  VQ         |          |          |          |
15+35       0.0096      0.86  |V Q       |          |          |          |
15+40       0.0173      1.12  | V Q      |          |          |          |
15+45       0.0264      1.32  |   VQ     |          |          |          |
```

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15+50       0.0372      1.58  |    VQ   |         |         |         |
15+55       0.0507      1.95  |      Q  |         |         |         |
16+ 0       0.0687      2.61  |         Q         |         |         |
16+ 5       0.0984      4.32  |         |    V Q  |         |         |
16+10       0.1538      8.04  |         |         |  V      | Q       |
16+15       0.2099      8.16  |         |         |         | Q       |
16+20       0.2383      4.12  |         |     Q   |         |     V   |
16+25       0.2523      2.02  |       Q |         |         |       V |
16+30       0.2592      1.01  |   Q     |         |         |         V|
16+35       0.2610      0.26  |Q        |         |         |         V|
16+40       0.2615      0.06  Q         |         |         |         V|
16+45       0.2616      0.02  Q         |         |         |         V|
16+50       0.2616      0.00  Q         |         |         |         V|
16+55       0.2616      0.00  Q         |         |         |         V|
17+ 0       0.2616      0.00  Q         |         |         |         V|
17+ 5       0.2616      0.00  Q         |         |         |         V|
17+10       0.2616      0.00  Q         |         |         |         V|
17+15       0.2616      0.00  Q         |         |         |         V|
17+20       0.2616      0.00  Q         |         |         |         V|
17+25       0.2616      0.00  Q         |         |         |         V|
17+30       0.2616      0.00  Q         |         |         |         V|
17+35       0.2616      0.00  Q         |         |         |         V|
17+40       0.2616      0.00  Q         |         |         |         V|
17+45       0.2616      0.00  Q         |         |         |         V|
17+50       0.2616      0.00  Q         |         |         |         V|
17+55       0.2617      0.00  Q         |         |         |         V|
18+ 0       0.2617      0.00  Q         |         |         |         V|
18+ 5       0.2617      0.00  Q         |         |         |         V|
18+10       0.2617      0.00  Q         |         |         |         V|
18+15       0.2617      0.00  Q         |         |         |         V|
18+20       0.2617      0.00  Q         |         |         |         V|
18+25       0.2617      0.00  Q         |         |         |         V|
18+30       0.2617      0.00  Q         |         |         |         V|
18+35       0.2617      0.00  Q         |         |         |         V|
18+40       0.2617      0.00  Q         |         |         |         V|
18+45       0.2617      0.00  Q         |         |         |         V|
18+50       0.2617      0.00  Q         |         |         |         V|
18+55       0.2617      0.00  Q         |         |         |         V|
19+ 0       0.2617      0.00  Q         |         |         |         V|
19+ 5       0.2617      0.00  Q         |         |         |         V|
19+10       0.2617      0.00  Q         |         |         |         V|
19+15       0.2617      0.00  Q         |         |         |         V|
19+20       0.2617      0.00  Q         |         |         |         V|
19+25       0.2617      0.00  Q         |         |         |         V|
19+30       0.2617      0.00  Q         |         |         |         V|
19+35       0.2617      0.00  Q         |         |         |         V|
19+40       0.2617      0.00  Q         |         |         |         V|
19+45       0.2617      0.00  Q         |         |         |         V|
19+50       0.2617      0.00  Q         |         |         |         V|
19+55       0.2617      0.00  Q         |         |         |         V|
```

20+ 0	0.2617	0.00	Q	|	|	|	V|
20+ 5	0.2617	0.00	Q	|	|	|	V|
20+10	0.2617	0.00	Q	|	|	|	V|
20+15	0.2617	0.00	Q	|	|	|	V|
20+20	0.2617	0.00	Q	|	|	|	V|
20+25	0.2617	0.00	Q	|	|	|	V|
20+30	0.2617	0.00	Q	|	|	|	V|
20+35	0.2617	0.00	Q	|	|	|	V|
20+40	0.2617	0.00	Q	|	|	|	V|
20+45	0.2617	0.00	Q	|	|	|	V|
20+50	0.2617	0.00	Q	|	|	|	V|
20+55	0.2617	0.00	Q	|	|	|	V|
21+ 0	0.2617	0.00	Q	|	|	|	V|
21+ 5	0.2617	0.00	Q	|	|	|	V|
21+10	0.2617	0.00	Q	|	|	|	V|
21+15	0.2617	0.00	Q	|	|	|	V|
21+20	0.2617	0.00	Q	|	|	|	V|
21+25	0.2617	0.00	Q	|	|	|	V|
21+30	0.2617	0.00	Q	|	|	|	V|
21+35	0.2617	0.00	Q	|	|	|	V|
21+40	0.2617	0.00	Q	|	|	|	V|
21+45	0.2617	0.00	Q	|	|	|	V|
21+50	0.2617	0.00	Q	|	|	|	V|
21+55	0.2617	0.00	Q	|	|	|	V|
22+ 0	0.2617	0.00	Q	|	|	|	V|
22+ 5	0.2617	0.00	Q	|	|	|	V|
22+10	0.2617	0.00	Q	|	|	|	V|
22+15	0.2617	0.00	Q	|	|	|	V|
22+20	0.2617	0.00	Q	|	|	|	V|
22+25	0.2617	0.00	Q	|	|	|	V|
22+30	0.2617	0.00	Q	|	|	|	V|
22+35	0.2617	0.00	Q	|	|	|	V|
22+40	0.2617	0.00	Q	|	|	|	V|
22+45	0.2617	0.00	Q	|	|	|	V|
22+50	0.2617	0.00	Q	|	|	|	V|
22+55	0.2617	0.00	Q	|	|	|	V|
23+ 0	0.2617	0.00	Q	|	|	|	V|
23+ 5	0.2617	0.00	Q	|	|	|	V|
23+10	0.2617	0.00	Q	|	|	|	V|
23+15	0.2617	0.00	Q	|	|	|	V|
23+20	0.2617	0.00	Q	|	|	|	V|
23+25	0.2617	0.00	Q	|	|	|	V|
23+30	0.2617	0.00	Q	|	|	|	V|
23+35	0.2617	0.00	Q	|	|	|	V|
23+40	0.2617	0.00	Q	|	|	|	V|
23+45	0.2617	0.00	Q	|	|	|	V|
23+50	0.2617	0.00	Q	|	|	|	V|
23+55	0.2617	0.00	Q	|	|	|	V|
24+ 0	0.2617	0.00	Q	|	|	|	V|
24+ 5	0.2617	0.00	Q	|	|	|	V|

```
   24+10       0.2617      0.00  Q         |         |         |        V|
   24+15       0.2617      0.00  Q         |         |         |        V|
   24+20       0.2617      0.00  Q         |         |         |        V|
   24+25       0.2617      0.00  Q         |         |         |        V|
-------------------------------------------------------------------------
```

```
        U n i t   H y d r o g r a p h   A n a l y s i s

        Copyright (c) CIVILCADD/CIVILDESIGN, 1989 - 2004, Version 7.0

                Study date  07/24/24

++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
------------------------------------------------------------------------------
San Bernardino County Synthetic Unit Hydrology Method
                Manual date - August 1986

Program License Serial Number 5016
------------------------------------------------------------------------
JN 4113 UNIT HYDROGRAPH
25 YEAR 3 HOUR STORM  POST-DEVELOPED
------------------------------------------------------------------------
        Storm Event Year = 25

        Antecedent Moisture Condition = 2

 English (in-lb) Input Units Used

 English Rainfall Data (Inches) Input Values Used

 English Units used in output format

Area averaged rainfall intensity isohyetal data:
        Sub-Area        Duration        Isohyetal
        (Ac.)            (hours)         (In)
Rainfall data for year 10
             3.98           1           0.92
------------------------------------------------------------------------
Rainfall data for year 2
             3.98           6           0.27
------------------------------------------------------------------------
Rainfall data for year 2
             3.98          24           0.13
------------------------------------------------------------------------
Rainfall data for year 100
             3.98           1           1.48
------------------------------------------------------------------------
Rainfall data for year 100
             3.98           6           0.62
------------------------------------------------------------------------
Rainfall data for year 100
             3.98          24           0.29
------------------------------------------------------------------------
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
******** Area-averaged max loss rate, Fm ********
```

```
SCS curve  SCS curve     Area     Area     Fp(Fig C6)    Ap      Fm
No.(AMCII) NO.(AMC 2)    (Ac.)    Fraction     (In/Hr)  (dec.)   (In/Hr)
 32.0      32.0          3.98      1.000     0.978    0.130    0.127

Area-averaged adjusted loss rate Fm (In/Hr) =  0.127

********* Area-Averaged low loss rate fraction, Yb **********
Area       Area          SCS CN    SCS CN      S     Pervious
 (Ac.)      Fract         (AMC2)    (AMC2)           Yield Fr
     0.52   0.130         32.0      32.0       5.71     0.000
     3.46   0.870         98.0      98.0       0.20     0.813

Area-averaged catchment yield fraction, Y =  0.708
Area-averaged low loss fraction, Yb =  0.292
User entry of time of concentration  =   0.175 (hours)
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Watershed area =       3.98(Ac.)
Catchment Lag time =   0.140 hours
Unit interval =   5.000 minutes
Unit interval percentage of lag time = 59.4219
Hydrograph baseflow =     0.00(CFS)
Average maximum watershed loss rate(Fm) =  0.127(In/Hr)
Average low loss rate fraction (Yb) = 0.292 (decimal)
VALLEY DEVELOPED S-Graph Selected
Computed peak 5-minute rainfall =  0.422(In)
Computed peak 30-minute rainfall =  0.864(In)
Specified peak 1-hour rainfall =  1.140(In)
Computed peak 3-hour rainfall =  1.140(In)
Specified peak 6-hour rainfall =  1.141(In)
Specified peak 24-hour rainfall =  1.142(In)

Note: user specified rainfall values used.
Rainfall depth area reduction factors:
Using a total area of       3.98(Ac.) (Ref: fig. E-4)

5-minute factor = 1.000     Adjusted rainfall =  0.422(In)
30-minute factor = 1.000    Adjusted rainfall =  0.864(In)
1-hour factor = 1.000       Adjusted rainfall =  1.140(In)
3-hour factor = 1.000       Adjusted rainfall =  1.140(In)
6-hour factor = 1.000       Adjusted rainfall =  1.141(In)
24-hour factor = 1.000      Adjusted rainfall =  1.142(In)
----------------------------------------------------------------------
                        U n i t  H y d r o g r a p h
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Interval          'S' Graph          Unit Hydrograph
Number            Mean values             ((CFS))
----------------------------------------------------------------------
               (K =        48.13 (CFS))
```

1	6.397	3.079
2	40.927	16.620
3	81.152	19.361
4	95.299	6.810
5	98.613	1.595
6	100.000	0.668

Total soil rain loss = 0.13(In)
Total effective rainfall = 1.01(In)
Peak flow rate in flood hydrograph = 10.27(CFS)

++

3 - H O U R S T O R M
R u n o f f H y d r o g r a p h

Hydrograph in 5 Minute intervals ((CFS))

Time(h+m)	Volume Ac.Ft	Q(CFS)	0 5.0 10.0 15.0 20.0
0+ 5	0.0000	0.00	Q | | | |
0+10	0.0000	0.00	Q | | | |
0+15	0.0000	0.00	Q | | | |
0+20	0.0000	0.00	Q | | | |
0+25	0.0000	0.00	Q | | | |
0+30	0.0000	0.00	Q | | | |
0+35	0.0000	0.00	Q | | | |
0+40	0.0000	0.00	Q | | | |
0+45	0.0000	0.00	Q | | | |
0+50	0.0000	0.00	Q | | | |
0+55	0.0000	0.00	Q | | | |
1+ 0	0.0000	0.00	Q | | | |
1+ 5	0.0000	0.00	Q | | | |
1+10	0.0000	0.00	Q | | | |
1+15	0.0000	0.00	Q | | | |
1+20	0.0000	0.00	Q | | | |
1+25	0.0006	0.09	Q | | | |
1+30	0.0045	0.57	VQ | | | |
1+35	0.0126	1.17	|VQ | | | |
1+40	0.0230	1.51	| VQ | | | |
1+45	0.0352	1.77	| QV | | | |
1+50	0.0496	2.10	| QV | | | |
1+55	0.0672	2.55	| Q V | | | |
2+ 0	0.0905	3.39	| Q V | | |
2+ 5	0.1285	5.52	| |Q V | | |
2+10	0.1986	10.17	| | | Q V | |
2+15	0.2693	10.27	| | | Q | V |
2+20	0.3054	5.24	| | Q | | V |
2+25	0.3234	2.62	| Q | | | V |
2+30	0.3326	1.33	| Q | | | V|
2+35	0.3350	0.34	Q | | | V|

```
    2+40       0.3355      0.08  Q          |          |          |         V|
    2+45       0.3357      0.02  Q          |          |          |         V|
    2+50       0.3357      0.00  Q          |          |          |         V|
    2+55       0.3357      0.00  Q          |          |          |         V|
    3+ 0       0.3357      0.00  Q          |          |          |         V|
    3+ 5       0.3357      0.00  Q          |          |          |         V|
    3+10       0.3357      0.00  Q          |          |          |         V|
    3+15       0.3357      0.00  Q          |          |          |         V|
    3+20       0.3357      0.00  Q          |          |          |         V|
    3+25       0.3357      0.00  Q          |          |          |         V|
-------------------------------------------------------------------------------
```

U n i t H y d r o g r a p h A n a l y s i s

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Study date 07/24/24

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San Bernardino County Synthetic Unit Hydrology Method
Manual date - August 1986

Program License Serial Number 5016

JN 4113 UNIT HYDROGRAPH
25 YEAR 24 HOUR STORM POST-DEVELOPED

Storm Event Year = 25

Antecedent Moisture Condition = 2

English (in-lb) Input Units Used

English Rainfall Data (Inches) Input Values Used

English Units used in output format

Area averaged rainfall intensity isohyetal data:

Sub-Area (Ac.)	Duration (hours)	Isohyetal (In)
Rainfall data for year 10		
3.98	1	0.92
Rainfall data for year 2		
3.98	6	0.27
Rainfall data for year 2		
3.98	24	0.13
Rainfall data for year 100		
3.98	1	1.48
Rainfall data for year 100		
3.98	6	0.62
Rainfall data for year 100		
3.98	24	0.29

++

```
******** Area-averaged max loss rate, Fm ********

SCS curve  SCS curve     Area     Area     Fp(Fig C6)    Ap      Fm
No.(AMCII) NO.(AMC 2)    (Ac.)    Fraction     (In/Hr)  (dec.)   (In/Hr)
 32.0      32.0          3.98      1.000     0.978    0.130    0.127

Area-averaged adjusted loss rate Fm (In/Hr) =  0.127

********* Area-Averaged low loss rate fraction, Yb **********
Area       Area          SCS CN    SCS CN      S     Pervious
 (Ac.)      Fract         (AMC2)    (AMC2)           Yield Fr
     0.52   0.130         32.0      32.0       5.71     0.000
     3.46   0.870         98.0      98.0       0.20     0.813

Area-averaged catchment yield fraction, Y =  0.708
Area-averaged low loss fraction, Yb =  0.292
User entry of time of concentration  =   0.175 (hours)
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Watershed area =       3.98(Ac.)
Catchment Lag time =   0.140 hours
Unit interval =   5.000 minutes
Unit interval percentage of lag time = 59.4219
Hydrograph baseflow =     0.00(CFS)
Average maximum watershed loss rate(Fm) =  0.127(In/Hr)
Average low loss rate fraction (Yb) = 0.292 (decimal)
VALLEY DEVELOPED S-Graph Selected
Computed peak 5-minute rainfall =  0.422(In)
Computed peak 30-minute rainfall =  0.864(In)
Specified peak 1-hour rainfall =  1.140(In)
Computed peak 3-hour rainfall =  1.140(In)
Specified peak 6-hour rainfall =  1.141(In)
Specified peak 24-hour rainfall =  1.142(In)

Note: user specified rainfall values used.
Rainfall depth area reduction factors:
Using a total area of       3.98(Ac.) (Ref: fig. E-4)

5-minute factor = 1.000     Adjusted rainfall =  0.422(In)
30-minute factor = 1.000    Adjusted rainfall =  0.864(In)
1-hour factor = 1.000       Adjusted rainfall =  1.140(In)
3-hour factor = 1.000       Adjusted rainfall =  1.140(In)
6-hour factor = 1.000       Adjusted rainfall =  1.141(In)
24-hour factor = 1.000      Adjusted rainfall =  1.142(In)
----------------------------------------------------------------------
                        U n i t  H y d r o g r a p h
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Interval          'S' Graph          Unit Hydrograph
Number            Mean values             ((CFS))
----------------------------------------------------------------------
                (K =        48.13 (CFS))
```

1	6.397	3.079
2	40.927	16.620
3	81.152	19.361
4	95.299	6.810
5	98.613	1.595
6	100.000	0.668

Total soil rain loss = 0.13(In)
Total effective rainfall = 1.01(In)
Peak flow rate in flood hydrograph = 10.27(CFS)

++

24 - H O U R S T O R M
R u n o f f H y d r o g r a p h

Hydrograph in 5 Minute intervals ((CFS))

Time(h+m)	Volume Ac.Ft	Q(CFS)	0	5.0	10.0	15.0	20.0
0+ 5	0.0000	0.00	Q				
0+10	0.0000	0.00	Q				
0+15	0.0000	0.00	Q				
0+20	0.0000	0.00	Q				
0+25	0.0000	0.00	Q				
0+30	0.0000	0.00	Q				
0+35	0.0000	0.00	Q				
0+40	0.0000	0.00	Q				
0+45	0.0000	0.00	Q				
0+50	0.0000	0.00	Q				
0+55	0.0000	0.00	Q				
1+ 0	0.0000	0.00	Q				
1+ 5	0.0000	0.00	Q				
1+10	0.0000	0.00	Q				
1+15	0.0000	0.00	Q				
1+20	0.0000	0.00	Q				
1+25	0.0000	0.00	Q				
1+30	0.0000	0.00	Q				
1+35	0.0000	0.00	Q				
1+40	0.0000	0.00	Q				
1+45	0.0000	0.00	Q				
1+50	0.0000	0.00	Q				
1+55	0.0000	0.00	Q				
2+ 0	0.0000	0.00	Q				
2+ 5	0.0000	0.00	Q				
2+10	0.0000	0.00	Q				
2+15	0.0000	0.00	Q				
2+20	0.0000	0.00	Q				
2+25	0.0000	0.00	Q				

2+30	0.0000	0.00	Q				
2+35	0.0000	0.00	Q				
2+40	0.0000	0.00	Q				
2+45	0.0000	0.00	Q				
2+50	0.0000	0.00	Q				
2+55	0.0000	0.00	Q				
3+ 0	0.0000	0.00	Q				
3+ 5	0.0000	0.00	Q				
3+10	0.0000	0.00	Q				
3+15	0.0000	0.00	Q				
3+20	0.0000	0.00	Q				
3+25	0.0000	0.00	Q				
3+30	0.0000	0.00	Q				
3+35	0.0000	0.00	Q				
3+40	0.0000	0.00	Q				
3+45	0.0000	0.00	Q				
3+50	0.0000	0.00	Q				
3+55	0.0000	0.00	Q				
4+ 0	0.0000	0.00	Q				
4+ 5	0.0000	0.00	Q				
4+10	0.0000	0.00	Q				
4+15	0.0000	0.00	Q				
4+20	0.0000	0.00	Q				
4+25	0.0000	0.00	Q				
4+30	0.0000	0.00	Q				
4+35	0.0000	0.00	Q				
4+40	0.0000	0.00	Q				
4+45	0.0000	0.00	Q				
4+50	0.0000	0.00	Q				
4+55	0.0000	0.00	Q				
5+ 0	0.0000	0.00	Q				
5+ 5	0.0000	0.00	Q				
5+10	0.0000	0.00	Q				
5+15	0.0000	0.00	Q				
5+20	0.0000	0.00	Q				
5+25	0.0000	0.00	Q				
5+30	0.0000	0.00	Q				
5+35	0.0000	0.00	Q				
5+40	0.0000	0.00	Q				
5+45	0.0000	0.00	Q				
5+50	0.0000	0.00	Q				
5+55	0.0001	0.00	Q				
6+ 0	0.0001	0.00	Q				
6+ 5	0.0001	0.00	Q				
6+10	0.0001	0.00	Q				
6+15	0.0001	0.00	Q				
6+20	0.0001	0.00	Q				
6+25	0.0001	0.00	Q				
6+30	0.0001	0.00	Q				
6+35	0.0001	0.00	Q				

6+40	0.0001	0.00	Q				
6+45	0.0001	0.00	Q				
6+50	0.0001	0.00	Q				
6+55	0.0001	0.00	Q				
7+ 0	0.0001	0.00	Q				
7+ 5	0.0001	0.00	Q				
7+10	0.0001	0.00	Q				
7+15	0.0001	0.00	Q				
7+20	0.0001	0.00	Q				
7+25	0.0001	0.00	Q				
7+30	0.0001	0.00	Q				
7+35	0.0001	0.00	Q				
7+40	0.0001	0.00	Q				
7+45	0.0001	0.00	Q				
7+50	0.0001	0.00	Q				
7+55	0.0001	0.00	Q				
8+ 0	0.0001	0.00	Q				
8+ 5	0.0001	0.00	Q				
8+10	0.0001	0.00	Q				
8+15	0.0001	0.00	Q				
8+20	0.0001	0.00	Q				
8+25	0.0001	0.00	Q				
8+30	0.0001	0.00	Q				
8+35	0.0001	0.00	Q				
8+40	0.0001	0.00	Q				
8+45	0.0001	0.00	Q				
8+50	0.0001	0.00	Q				
8+55	0.0001	0.00	Q				
9+ 0	0.0001	0.00	Q				
9+ 5	0.0001	0.00	Q				
9+10	0.0001	0.00	Q				
9+15	0.0001	0.00	Q				
9+20	0.0001	0.00	Q				
9+25	0.0001	0.00	Q				
9+30	0.0001	0.00	Q				
9+35	0.0001	0.00	Q				
9+40	0.0001	0.00	Q				
9+45	0.0001	0.00	Q				
9+50	0.0001	0.00	Q				
9+55	0.0001	0.00	Q				
10+ 0	0.0001	0.00	Q				
10+ 5	0.0001	0.00	Q				
10+10	0.0001	0.00	Q				
10+15	0.0001	0.00	Q				
10+20	0.0001	0.00	Q				
10+25	0.0001	0.00	Q				
10+30	0.0001	0.00	Q				
10+35	0.0001	0.00	Q				
10+40	0.0001	0.00	Q				
10+45	0.0001	0.00	Q				

10+50	0.0001	0.00	Q	|	|	|	|
10+55	0.0001	0.00	Q	|	|	|	|
11+ 0	0.0001	0.00	Q	|	|	|	|
11+ 5	0.0001	0.00	Q	|	|	|	|
11+10	0.0001	0.00	Q	|	|	|	|
11+15	0.0001	0.00	Q	|	|	|	|
11+20	0.0001	0.00	Q	|	|	|	|
11+25	0.0001	0.00	Q	|	|	|	|
11+30	0.0001	0.00	Q	|	|	|	|
11+35	0.0001	0.00	Q	|	|	|	|
11+40	0.0001	0.00	Q	|	|	|	|
11+45	0.0001	0.00	Q	|	|	|	|
11+50	0.0001	0.00	Q	|	|	|	|
11+55	0.0002	0.00	Q	|	|	|	|
12+ 0	0.0002	0.00	Q	|	|	|	|
12+ 5	0.0002	0.00	Q	|	|	|	|
12+10	0.0002	0.00	Q	|	|	|	|
12+15	0.0002	0.00	Q	|	|	|	|
12+20	0.0002	0.00	Q	|	|	|	|
12+25	0.0002	0.00	Q	|	|	|	|
12+30	0.0002	0.00	Q	|	|	|	|
12+35	0.0002	0.00	Q	|	|	|	|
12+40	0.0002	0.00	Q	|	|	|	|
12+45	0.0002	0.00	Q	|	|	|	|
12+50	0.0002	0.00	Q	|	|	|	|
12+55	0.0002	0.00	Q	|	|	|	|
13+ 0	0.0002	0.00	Q	|	|	|	|
13+ 5	0.0002	0.00	Q	|	|	|	|
13+10	0.0002	0.00	Q	|	|	|	|
13+15	0.0002	0.00	Q	|	|	|	|
13+20	0.0002	0.00	Q	|	|	|	|
13+25	0.0002	0.00	Q	|	|	|	|
13+30	0.0003	0.00	Q	|	|	|	|
13+35	0.0003	0.00	Q	|	|	|	|
13+40	0.0003	0.00	Q	|	|	|	|
13+45	0.0003	0.00	Q	|	|	|	|
13+50	0.0003	0.00	Q	|	|	|	|
13+55	0.0003	0.00	Q	|	|	|	|
14+ 0	0.0003	0.00	Q	|	|	|	|
14+ 5	0.0003	0.00	Q	|	|	|	|
14+10	0.0003	0.00	Q	|	|	|	|
14+15	0.0003	0.00	Q	|	|	|	|
14+20	0.0003	0.00	Q	|	|	|	|
14+25	0.0003	0.00	Q	|	|	|	|
14+30	0.0003	0.00	Q	|	|	|	|
14+35	0.0003	0.00	Q	|	|	|	|
14+40	0.0003	0.00	Q	|	|	|	|
14+45	0.0003	0.00	Q	|	|	|	|
14+50	0.0003	0.00	Q	|	|	|	|
14+55	0.0003	0.00	Q	|	|	|	|

```
15+ 0       0.0003      0.00  Q          |          |          |          |
15+ 5       0.0003      0.00  Q          |          |          |          |
15+10       0.0003      0.00  Q          |          |          |          |
15+15       0.0003      0.00  Q          |          |          |          |
15+20       0.0003      0.00  Q          |          |          |          |
15+25       0.0009      0.09  Q          |          |          |          |
15+30       0.0048      0.57  VQ         |          |          |          |
15+35       0.0129      1.17  |VQ        |          |          |          |
15+40       0.0233      1.51  | VQ       |          |          |          |
15+45       0.0355      1.77  |  QV      |          |          |          |
15+50       0.0499      2.10  |   QV     |          |          |          |
15+55       0.0675      2.55  |    Q  V  |          |          |          |
16+ 0       0.0908      3.39  |     Q   V          |          |          |
16+ 5       0.1289      5.52  |          |Q   V     |          |          |
16+10       0.1989     10.17  |          |          Q  V       |          |
16+15       0.2697     10.27  |          |          Q          | V        |
16+20       0.3057      5.24  |          Q          |          |     V    |
16+25       0.3238      2.62  |    Q     |          |          |       V  |
16+30       0.3329      1.33  | Q        |          |          |         V|
16+35       0.3353      0.34  Q          |          |          |         V|
16+40       0.3358      0.08  Q          |          |          |         V|
16+45       0.3360      0.02  Q          |          |          |         V|
16+50       0.3360      0.00  Q          |          |          |         V|
16+55       0.3360      0.00  Q          |          |          |         V|
17+ 0       0.3360      0.00  Q          |          |          |         V|
17+ 5       0.3360      0.00  Q          |          |          |         V|
17+10       0.3360      0.00  Q          |          |          |         V|
17+15       0.3360      0.00  Q          |          |          |         V|
17+20       0.3360      0.00  Q          |          |          |         V|
17+25       0.3360      0.00  Q          |          |          |         V|
17+30       0.3360      0.00  Q          |          |          |         V|
17+35       0.3360      0.00  Q          |          |          |         V|
17+40       0.3360      0.00  Q          |          |          |         V|
17+45       0.3361      0.00  Q          |          |          |         V|
17+50       0.3361      0.00  Q          |          |          |         V|
17+55       0.3361      0.00  Q          |          |          |         V|
18+ 0       0.3361      0.00  Q          |          |          |         V|
18+ 5       0.3361      0.00  Q          |          |          |         V|
18+10       0.3361      0.00  Q          |          |          |         V|
18+15       0.3361      0.00  Q          |          |          |         V|
18+20       0.3361      0.00  Q          |          |          |         V|
18+25       0.3361      0.00  Q          |          |          |         V|
18+30       0.3361      0.00  Q          |          |          |         V|
18+35       0.3361      0.00  Q          |          |          |         V|
18+40       0.3361      0.00  Q          |          |          |         V|
18+45       0.3361      0.00  Q          |          |          |         V|
18+50       0.3361      0.00  Q          |          |          |         V|
18+55       0.3361      0.00  Q          |          |          |         V|
19+ 0       0.3361      0.00  Q          |          |          |         V|
19+ 5       0.3361      0.00  Q          |          |          |         V|
```

19+10	0.3361	0.00	Q	|	|	|	V|
19+15	0.3361	0.00	Q	|	|	|	V|
19+20	0.3361	0.00	Q	|	|	|	V|
19+25	0.3361	0.00	Q	|	|	|	V|
19+30	0.3361	0.00	Q	|	|	|	V|
19+35	0.3361	0.00	Q	|	|	|	V|
19+40	0.3361	0.00	Q	|	|	|	V|
19+45	0.3361	0.00	Q	|	|	|	V|
19+50	0.3361	0.00	Q	|	|	|	V|
19+55	0.3361	0.00	Q	|	|	|	V|
20+ 0	0.3361	0.00	Q	|	|	|	V|
20+ 5	0.3361	0.00	Q	|	|	|	V|
20+10	0.3361	0.00	Q	|	|	|	V|
20+15	0.3361	0.00	Q	|	|	|	V|
20+20	0.3361	0.00	Q	|	|	|	V|
20+25	0.3361	0.00	Q	|	|	|	V|
20+30	0.3361	0.00	Q	|	|	|	V|
20+35	0.3361	0.00	Q	|	|	|	V|
20+40	0.3361	0.00	Q	|	|	|	V|
20+45	0.3361	0.00	Q	|	|	|	V|
20+50	0.3361	0.00	Q	|	|	|	V|
20+55	0.3361	0.00	Q	|	|	|	V|
21+ 0	0.3361	0.00	Q	|	|	|	V|
21+ 5	0.3361	0.00	Q	|	|	|	V|
21+10	0.3361	0.00	Q	|	|	|	V|
21+15	0.3361	0.00	Q	|	|	|	V|
21+20	0.3361	0.00	Q	|	|	|	V|
21+25	0.3361	0.00	Q	|	|	|	V|
21+30	0.3361	0.00	Q	|	|	|	V|
21+35	0.3361	0.00	Q	|	|	|	V|
21+40	0.3361	0.00	Q	|	|	|	V|
21+45	0.3361	0.00	Q	|	|	|	V|
21+50	0.3361	0.00	Q	|	|	|	V|
21+55	0.3361	0.00	Q	|	|	|	V|
22+ 0	0.3361	0.00	Q	|	|	|	V|
22+ 5	0.3361	0.00	Q	|	|	|	V|
22+10	0.3361	0.00	Q	|	|	|	V|
22+15	0.3361	0.00	Q	|	|	|	V|
22+20	0.3361	0.00	Q	|	|	|	V|
22+25	0.3361	0.00	Q	|	|	|	V|
22+30	0.3361	0.00	Q	|	|	|	V|
22+35	0.3361	0.00	Q	|	|	|	V|
22+40	0.3361	0.00	Q	|	|	|	V|
22+45	0.3361	0.00	Q	|	|	|	V|
22+50	0.3361	0.00	Q	|	|	|	V|
22+55	0.3362	0.00	Q	|	|	|	V|
23+ 0	0.3362	0.00	Q	|	|	|	V|
23+ 5	0.3362	0.00	Q	|	|	|	V|
23+10	0.3362	0.00	Q	|	|	|	V|
23+15	0.3362	0.00	Q	|	|	|	V|

```
   23+20       0.3362      0.00  Q          |          |          |         V|
   23+25       0.3362      0.00  Q          |          |          |         V|
   23+30       0.3362      0.00  Q          |          |          |         V|
   23+35       0.3362      0.00  Q          |          |          |         V|
   23+40       0.3362      0.00  Q          |          |          |         V|
   23+45       0.3362      0.00  Q          |          |          |         V|
   23+50       0.3362      0.00  Q          |          |          |         V|
   23+55       0.3362      0.00  Q          |          |          |         V|
   24+ 0       0.3362      0.00  Q          |          |          |         V|
   24+ 5       0.3362      0.00  Q          |          |          |         V|
   24+10       0.3362      0.00  Q          |          |          |         V|
   24+15       0.3362      0.00  Q          |          |          |         V|
   24+20       0.3362      0.00  Q          |          |          |         V|
   24+25       0.3362      0.00  Q          |          |          |         V|
-------------------------------------------------------------------------
```

```
        U n i t   H y d r o g r a p h   A n a l y s i s

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                Study date  06/28/24

++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
------------------------------------------------------------------------------
San Bernardino County Synthetic Unit Hydrology Method
                Manual date - August 1986

Program License Serial Number 5016
------------------------------------------------------------------------
JN 4113 UNIT HYDROGRAPH
100 YEAR 3 HOUR STORM  POST-DEVELOPED
------------------------------------------------------------------------
        Storm Event Year = 100

        Antecedent Moisture Condition = 3

 English (in-lb) Input Units Used

 English Rainfall Data (Inches) Input Values Used

 English Units used in output format

Area averaged rainfall intensity isohyetal data:
        Sub-Area        Duration        Isohyetal
        (Ac.)            (hours)         (In)
Rainfall data for year 100
             3.98           1           1.48
------------------------------------------------------------------------
Rainfall data for year 100
             3.98           6           0.62
------------------------------------------------------------------------
Rainfall data for year 100
             3.98          24           0.29
------------------------------------------------------------------------
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++

******** Area-averaged max loss rate, Fm ********
SCS curve  SCS curve     Area     Area     Fp(Fig C6)    Ap      Fm
No.(AMCII) NO.(AMC 3)    (Ac.)    Fraction     (In/Hr)  (dec.)   (In/Hr)
 32.0      52.0          3.98      1.000     0.785    0.130    0.102

Area-averaged adjusted loss rate Fm (In/Hr) =  0.102

********* Area-Averaged low loss rate fraction, Yb **********
Area       Area          SCS CN    SCS CN      S     Pervious
```

```
 (Ac.)      Fract         (AMC2)    (AMC3)           Yield Fr
    0.52   0.130         32.0      52.0       7.41     0.000
    3.46   0.870         98.0      98.0       0.20     0.852

Area-averaged catchment yield fraction, Y =  0.741
Area-averaged low loss fraction, Yb =  0.259
User entry of time of concentration  =   0.175 (hours)
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Watershed area =       3.98(Ac.)
Catchment Lag time =   0.140 hours
Unit interval =   5.000 minutes
Unit interval percentage of lag time = 59.6329
Hydrograph baseflow =     0.00(CFS)
Average maximum watershed loss rate(Fm) =  0.102(In/Hr)
Average low loss rate fraction (Yb) = 0.259 (decimal)
VALLEY DEVELOPED S-Graph Selected
Computed peak 5-minute rainfall =  0.548(In)
Computed peak 30-minute rainfall =  1.122(In)
Specified peak 1-hour rainfall =  1.480(In)
Computed peak 3-hour rainfall =  1.480(In)
Specified peak 6-hour rainfall =  1.481(In)
Specified peak 24-hour rainfall =  1.482(In)

Note: user specified rainfall values used.
Rainfall depth area reduction factors:
Using a total area of       3.98(Ac.) (Ref: fig. E-4)

5-minute factor = 1.000     Adjusted rainfall =  0.548(In)
30-minute factor = 1.000    Adjusted rainfall =  1.121(In)
1-hour factor = 1.000       Adjusted rainfall =  1.480(In)
3-hour factor = 1.000       Adjusted rainfall =  1.480(In)
6-hour factor = 1.000       Adjusted rainfall =  1.481(In)
24-hour factor = 1.000      Adjusted rainfall =  1.482(In)
------------------------------------------------------------------------
                        U n i t  H y d r o g r a p h
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Interval          'S' Graph          Unit Hydrograph
Number            Mean values             ((CFS))
------------------------------------------------------------------------
               (K =        48.13 (CFS))

  1                6.442                   3.101
  2               41.188                  16.724
  3               81.358                  19.335
  4               95.384                   6.751
  5               98.630                   1.562
  6              100.000                   0.659
------------------------------------------------------------------------
Total soil rain loss =      0.10(In)
Total effective rainfall =      1.38(In)
```

Peak flow rate in flood hydrograph = 13.57(CFS)

3 - H O U R S T O R M
R u n o f f H y d r o g r a p h

Hydrograph in 5 Minute intervals ((CFS))

Time(h+m)	Volume Ac.Ft	Q(CFS)	0	5.0	10.0	15.0	20.0
0+ 5	0.0000	0.00	Q				
0+10	0.0000	0.00	Q				
0+15	0.0000	0.00	Q				
0+20	0.0000	0.00	Q				
0+25	0.0000	0.00	Q				
0+30	0.0000	0.00	Q				
0+35	0.0000	0.00	Q				
0+40	0.0000	0.00	Q				
0+45	0.0000	0.00	Q				
0+50	0.0000	0.00	Q				
0+55	0.0000	0.00	Q				
1+ 0	0.0000	0.00	Q				
1+ 5	0.0000	0.00	Q				
1+10	0.0000	0.00	Q				
1+15	0.0000	0.00	Q				
1+20	0.0000	0.00	Q				
1+25	0.0009	0.13	Q				
1+30	0.0067	0.84	VQ				
1+35	0.0186	1.73	V Q				
1+40	0.0338	2.20	V Q				
1+45	0.0514	2.55	VQ				
1+50	0.0719	2.98	QV				
1+55	0.0965	3.57	QV				
2+ 0	0.1285	4.66	Q V				
2+ 5	0.1798	7.44	QV				
2+10	0.2728	13.50	V Q				
2+15	0.3663	13.57	Q	V			
2+20	0.4146	7.02	Q	V			
2+25	0.4395	3.62	Q	V			
2+30	0.4524	1.86	Q	V			
2+35	0.4557	0.49	Q	V			
2+40	0.4565	0.12	Q	V			
2+45	0.4567	0.03	Q	V			
2+50	0.4567	0.00	Q	V			
2+55	0.4567	0.00	Q	V			
3+ 0	0.4567	0.00	Q	V			
3+ 5	0.4567	0.00	Q	V			
3+10	0.4567	0.00	Q	V			
3+15	0.4567	0.00	Q	V			
3+20	0.4567	0.00	Q	V			

```
    3+25       0.4567      0.00  Q         |         |         |         V
-------------------------------------------------------------------------
```

```
        U n i t   H y d r o g r a p h   A n a l y s i s

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                Study date  06/28/24

++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
------------------------------------------------------------------------------
San Bernardino County Synthetic Unit Hydrology Method
                Manual date - August 1986

Program License Serial Number 5016
------------------------------------------------------------------------
JN 4113 UNIT HYDROGRAPH
100 YEAR 24 HOUR STORM  POST-DEVELOPED
------------------------------------------------------------------------
        Storm Event Year = 100

        Antecedent Moisture Condition = 3

 English (in-lb) Input Units Used

 English Rainfall Data (Inches) Input Values Used

 English Units used in output format

Area averaged rainfall intensity isohyetal data:
        Sub-Area        Duration        Isohyetal
        (Ac.)            (hours)         (In)
Rainfall data for year 100
             3.98           1           1.48
------------------------------------------------------------------------
Rainfall data for year 100
             3.98           6           0.62
------------------------------------------------------------------------
Rainfall data for year 100
             3.98          24           0.29
------------------------------------------------------------------------
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++

******** Area-averaged max loss rate, Fm ********
SCS curve  SCS curve     Area     Area     Fp(Fig C6)    Ap      Fm
No.(AMCII) NO.(AMC 3)    (Ac.)    Fraction     (In/Hr)  (dec.)   (In/Hr)
 32.0      52.0          3.98      1.000     0.785    0.130    0.102

Area-averaged adjusted loss rate Fm (In/Hr) =  0.102

********* Area-Averaged low loss rate fraction, Yb **********
Area       Area          SCS CN    SCS CN      S     Pervious
```

```
 (Ac.)      Fract         (AMC2)    (AMC3)           Yield Fr
    0.52   0.130         32.0      52.0       7.41     0.000
    3.46   0.870         98.0      98.0       0.20     0.852

Area-averaged catchment yield fraction, Y =  0.741
Area-averaged low loss fraction, Yb =  0.259
User entry of time of concentration  =   0.175 (hours)
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Watershed area =       3.98(Ac.)
Catchment Lag time =   0.140 hours
Unit interval =   5.000 minutes
Unit interval percentage of lag time = 59.6329
Hydrograph baseflow =     0.00(CFS)
Average maximum watershed loss rate(Fm) =  0.102(In/Hr)
Average low loss rate fraction (Yb) = 0.259 (decimal)
VALLEY DEVELOPED S-Graph Selected
Computed peak 5-minute rainfall =  0.548(In)
Computed peak 30-minute rainfall =  1.122(In)
Specified peak 1-hour rainfall =  1.480(In)
Computed peak 3-hour rainfall =  1.480(In)
Specified peak 6-hour rainfall =  1.481(In)
Specified peak 24-hour rainfall =  1.482(In)

Note: user specified rainfall values used.
Rainfall depth area reduction factors:
Using a total area of       3.98(Ac.) (Ref: fig. E-4)

5-minute factor = 1.000     Adjusted rainfall =  0.548(In)
30-minute factor = 1.000    Adjusted rainfall =  1.121(In)
1-hour factor = 1.000       Adjusted rainfall =  1.480(In)
3-hour factor = 1.000       Adjusted rainfall =  1.480(In)
6-hour factor = 1.000       Adjusted rainfall =  1.481(In)
24-hour factor = 1.000      Adjusted rainfall =  1.482(In)
----------------------------------------------------------------------
                        U n i t  H y d r o g r a p h
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Interval          'S' Graph          Unit Hydrograph
Number            Mean values             ((CFS))
----------------------------------------------------------------------
               (K =        48.13 (CFS))

  1                6.442                   3.101
  2               41.188                  16.724
  3               81.358                  19.335
  4               95.384                   6.751
  5               98.630                   1.562
  6              100.000                   0.659
----------------------------------------------------------------------
Total soil rain loss =      0.10(In)
Total effective rainfall =      1.38(In)
```

Peak flow rate in flood hydrograph = 13.57(CFS)

++

24 - H O U R S T O R M
R u n o f f H y d r o g r a p h

Hydrograph in 5 Minute intervals ((CFS))

Time(h+m)	Volume Ac.Ft	Q(CFS)	0	5.0	10.0	15.0	20.0
0+ 5	0.0000	0.00	Q				
0+10	0.0000	0.00	Q				
0+15	0.0000	0.00	Q				
0+20	0.0000	0.00	Q				
0+25	0.0000	0.00	Q				
0+30	0.0000	0.00	Q				
0+35	0.0000	0.00	Q				
0+40	0.0000	0.00	Q				
0+45	0.0000	0.00	Q				
0+50	0.0000	0.00	Q				
0+55	0.0000	0.00	Q				
1+ 0	0.0000	0.00	Q				
1+ 5	0.0000	0.00	Q				
1+10	0.0000	0.00	Q				
1+15	0.0000	0.00	Q				
1+20	0.0000	0.00	Q				
1+25	0.0000	0.00	Q				
1+30	0.0000	0.00	Q				
1+35	0.0000	0.00	Q				
1+40	0.0000	0.00	Q				
1+45	0.0000	0.00	Q				
1+50	0.0000	0.00	Q				
1+55	0.0000	0.00	Q				
2+ 0	0.0000	0.00	Q				
2+ 5	0.0000	0.00	Q				
2+10	0.0000	0.00	Q				
2+15	0.0000	0.00	Q				
2+20	0.0000	0.00	Q				
2+25	0.0000	0.00	Q				
2+30	0.0000	0.00	Q				
2+35	0.0000	0.00	Q				
2+40	0.0000	0.00	Q				
2+45	0.0000	0.00	Q				
2+50	0.0000	0.00	Q				
2+55	0.0000	0.00	Q				
3+ 0	0.0000	0.00	Q				
3+ 5	0.0000	0.00	Q				
3+10	0.0000	0.00	Q				
3+15	0.0000	0.00	Q				
3+20	0.0000	0.00	Q				

3+25	0.0000	0.00	Q				
3+30	0.0000	0.00	Q				
3+35	0.0000	0.00	Q				
3+40	0.0000	0.00	Q				
3+45	0.0000	0.00	Q				
3+50	0.0000	0.00	Q				
3+55	0.0000	0.00	Q				
4+ 0	0.0000	0.00	Q				
4+ 5	0.0000	0.00	Q				
4+10	0.0000	0.00	Q				
4+15	0.0000	0.00	Q				
4+20	0.0000	0.00	Q				
4+25	0.0000	0.00	Q				
4+30	0.0000	0.00	Q				
4+35	0.0000	0.00	Q				
4+40	0.0000	0.00	Q				
4+45	0.0000	0.00	Q				
4+50	0.0000	0.00	Q				
4+55	0.0000	0.00	Q				
5+ 0	0.0000	0.00	Q				
5+ 5	0.0000	0.00	Q				
5+10	0.0000	0.00	Q				
5+15	0.0000	0.00	Q				
5+20	0.0000	0.00	Q				
5+25	0.0000	0.00	Q				
5+30	0.0000	0.00	Q				
5+35	0.0000	0.00	Q				
5+40	0.0001	0.00	Q				
5+45	0.0001	0.00	Q				
5+50	0.0001	0.00	Q				
5+55	0.0001	0.00	Q				
6+ 0	0.0001	0.00	Q				
6+ 5	0.0001	0.00	Q				
6+10	0.0001	0.00	Q				
6+15	0.0001	0.00	Q				
6+20	0.0001	0.00	Q				
6+25	0.0001	0.00	Q				
6+30	0.0001	0.00	Q				
6+35	0.0001	0.00	Q				
6+40	0.0001	0.00	Q				
6+45	0.0001	0.00	Q				
6+50	0.0001	0.00	Q				
6+55	0.0001	0.00	Q				
7+ 0	0.0001	0.00	Q				
7+ 5	0.0001	0.00	Q				
7+10	0.0001	0.00	Q				
7+15	0.0001	0.00	Q				
7+20	0.0001	0.00	Q				
7+25	0.0001	0.00	Q				
7+30	0.0001	0.00	Q				

7+35	0.0001	0.00	Q	|	|	|	|
7+40	0.0001	0.00	Q	|	|	|	|
7+45	0.0001	0.00	Q	|	|	|	|
7+50	0.0001	0.00	Q	|	|	|	|
7+55	0.0001	0.00	Q	|	|	|	|
8+ 0	0.0001	0.00	Q	|	|	|	|
8+ 5	0.0001	0.00	Q	|	|	|	|
8+10	0.0001	0.00	Q	|	|	|	|
8+15	0.0001	0.00	Q	|	|	|	|
8+20	0.0001	0.00	Q	|	|	|	|
8+25	0.0001	0.00	Q	|	|	|	|
8+30	0.0001	0.00	Q	|	|	|	|
8+35	0.0001	0.00	Q	|	|	|	|
8+40	0.0001	0.00	Q	|	|	|	|
8+45	0.0001	0.00	Q	|	|	|	|
8+50	0.0001	0.00	Q	|	|	|	|
8+55	0.0001	0.00	Q	|	|	|	|
9+ 0	0.0001	0.00	Q	|	|	|	|
9+ 5	0.0001	0.00	Q	|	|	|	|
9+10	0.0001	0.00	Q	|	|	|	|
9+15	0.0001	0.00	Q	|	|	|	|
9+20	0.0001	0.00	Q	|	|	|	|
9+25	0.0001	0.00	Q	|	|	|	|
9+30	0.0001	0.00	Q	|	|	|	|
9+35	0.0001	0.00	Q	|	|	|	|
9+40	0.0001	0.00	Q	|	|	|	|
9+45	0.0001	0.00	Q	|	|	|	|
9+50	0.0001	0.00	Q	|	|	|	|
9+55	0.0001	0.00	Q	|	|	|	|
10+ 0	0.0001	0.00	Q	|	|	|	|
10+ 5	0.0001	0.00	Q	|	|	|	|
10+10	0.0001	0.00	Q	|	|	|	|
10+15	0.0001	0.00	Q	|	|	|	|
10+20	0.0001	0.00	Q	|	|	|	|
10+25	0.0001	0.00	Q	|	|	|	|
10+30	0.0001	0.00	Q	|	|	|	|
10+35	0.0001	0.00	Q	|	|	|	|
10+40	0.0001	0.00	Q	|	|	|	|
10+45	0.0001	0.00	Q	|	|	|	|
10+50	0.0001	0.00	Q	|	|	|	|
10+55	0.0001	0.00	Q	|	|	|	|
11+ 0	0.0001	0.00	Q	|	|	|	|
11+ 5	0.0001	0.00	Q	|	|	|	|
11+10	0.0001	0.00	Q	|	|	|	|
11+15	0.0001	0.00	Q	|	|	|	|
11+20	0.0001	0.00	Q	|	|	|	|
11+25	0.0001	0.00	Q	|	|	|	|
11+30	0.0001	0.00	Q	|	|	|	|
11+35	0.0001	0.00	Q	|	|	|	|
11+40	0.0002	0.00	Q	|	|	|	|

```
11+45       0.0002      0.00  Q          |          |          |          |
11+50       0.0002      0.00  Q          |          |          |          |
11+55       0.0002      0.00  Q          |          |          |          |
12+ 0       0.0002      0.00  Q          |          |          |          |
12+ 5       0.0002      0.00  Q          |          |          |          |
12+10       0.0002      0.00  Q          |          |          |          |
12+15       0.0002      0.00  Q          |          |          |          |
12+20       0.0002      0.00  Q          |          |          |          |
12+25       0.0002      0.00  Q          |          |          |          |
12+30       0.0002      0.00  Q          |          |          |          |
12+35       0.0002      0.00  Q          |          |          |          |
12+40       0.0002      0.00  Q          |          |          |          |
12+45       0.0002      0.00  Q          |          |          |          |
12+50       0.0002      0.00  Q          |          |          |          |
12+55       0.0002      0.00  Q          |          |          |          |
13+ 0       0.0002      0.00  Q          |          |          |          |
13+ 5       0.0002      0.00  Q          |          |          |          |
13+10       0.0002      0.00  Q          |          |          |          |
13+15       0.0002      0.00  Q          |          |          |          |
13+20       0.0002      0.00  Q          |          |          |          |
13+25       0.0003      0.00  Q          |          |          |          |
13+30       0.0003      0.00  Q          |          |          |          |
13+35       0.0003      0.00  Q          |          |          |          |
13+40       0.0003      0.00  Q          |          |          |          |
13+45       0.0003      0.00  Q          |          |          |          |
13+50       0.0003      0.00  Q          |          |          |          |
13+55       0.0003      0.00  Q          |          |          |          |
14+ 0       0.0003      0.00  Q          |          |          |          |
14+ 5       0.0003      0.00  Q          |          |          |          |
14+10       0.0003      0.00  Q          |          |          |          |
14+15       0.0003      0.00  Q          |          |          |          |
14+20       0.0003      0.00  Q          |          |          |          |
14+25       0.0003      0.00  Q          |          |          |          |
14+30       0.0003      0.00  Q          |          |          |          |
14+35       0.0003      0.00  Q          |          |          |          |
14+40       0.0003      0.00  Q          |          |          |          |
14+45       0.0003      0.00  Q          |          |          |          |
14+50       0.0003      0.00  Q          |          |          |          |
14+55       0.0003      0.00  Q          |          |          |          |
15+ 0       0.0003      0.00  Q          |          |          |          |
15+ 5       0.0004      0.00  Q          |          |          |          |
15+10       0.0004      0.00  Q          |          |          |          |
15+15       0.0004      0.00  Q          |          |          |          |
15+20       0.0004      0.00  Q          |          |          |          |
15+25       0.0013      0.13  Q          |          |          |          |
15+30       0.0071      0.84  VQ         |          |          |          |
15+35       0.0190      1.73  |V Q       |          |          |          |
15+40       0.0341      2.20  | V Q      |          |          |          |
15+45       0.0517      2.55  |   VQ     |          |          |          |
15+50       0.0722      2.98  |    QV    |          |          |          |
```

```
15+55       0.0968      3.57  |      QV |         |         |         |
16+ 0       0.1289      4.66  |        Q|V        |         |         |
16+ 5       0.1801      7.44  |         |   QV    |         |         |
16+10       0.2731     13.50  |         |         |  V   Q  |         |
16+15       0.3666     13.57  |         |         |      Q  | V       |
16+20       0.4150      7.02  |         |   Q     |         |     V   |
16+25       0.4399      3.62  |      Q  |         |         |       V |
16+30       0.4527      1.86  |  Q      |         |         |         V|
16+35       0.4560      0.49  Q         |         |         |         V|
16+40       0.4568      0.12  Q         |         |         |         V|
16+45       0.4571      0.03  Q         |         |         |         V|
16+50       0.4571      0.00  Q         |         |         |         V|
16+55       0.4571      0.00  Q         |         |         |         V|
17+ 0       0.4571      0.00  Q         |         |         |         V|
17+ 5       0.4571      0.00  Q         |         |         |         V|
17+10       0.4571      0.00  Q         |         |         |         V|
17+15       0.4571      0.00  Q         |         |         |         V|
17+20       0.4571      0.00  Q         |         |         |         V|
17+25       0.4571      0.00  Q         |         |         |         V|
17+30       0.4571      0.00  Q         |         |         |         V|
17+35       0.4571      0.00  Q         |         |         |         V|
17+40       0.4571      0.00  Q         |         |         |         V|
17+45       0.4571      0.00  Q         |         |         |         V|
17+50       0.4571      0.00  Q         |         |         |         V|
17+55       0.4571      0.00  Q         |         |         |         V|
18+ 0       0.4572      0.00  Q         |         |         |         V|
18+ 5       0.4572      0.00  Q         |         |         |         V|
18+10       0.4572      0.00  Q         |         |         |         V|
18+15       0.4572      0.00  Q         |         |         |         V|
18+20       0.4572      0.00  Q         |         |         |         V|
18+25       0.4572      0.00  Q         |         |         |         V|
18+30       0.4572      0.00  Q         |         |         |         V|
18+35       0.4572      0.00  Q         |         |         |         V|
18+40       0.4572      0.00  Q         |         |         |         V|
18+45       0.4572      0.00  Q         |         |         |         V|
18+50       0.4572      0.00  Q         |         |         |         V|
18+55       0.4572      0.00  Q         |         |         |         V|
19+ 0       0.4572      0.00  Q         |         |         |         V|
19+ 5       0.4572      0.00  Q         |         |         |         V|
19+10       0.4572      0.00  Q         |         |         |         V|
19+15       0.4572      0.00  Q         |         |         |         V|
19+20       0.4572      0.00  Q         |         |         |         V|
19+25       0.4572      0.00  Q         |         |         |         V|
19+30       0.4572      0.00  Q         |         |         |         V|
19+35       0.4572      0.00  Q         |         |         |         V|
19+40       0.4572      0.00  Q         |         |         |         V|
19+45       0.4572      0.00  Q         |         |         |         V|
19+50       0.4572      0.00  Q         |         |         |         V|
19+55       0.4572      0.00  Q         |         |         |         V|
20+ 0       0.4572      0.00  Q         |         |         |         V|
```

20+ 5	0.4572	0.00	Q	|	|	|	V|
20+10	0.4572	0.00	Q	|	|	|	V|
20+15	0.4572	0.00	Q	|	|	|	V|
20+20	0.4572	0.00	Q	|	|	|	V|
20+25	0.4572	0.00	Q	|	|	|	V|
20+30	0.4572	0.00	Q	|	|	|	V|
20+35	0.4572	0.00	Q	|	|	|	V|
20+40	0.4572	0.00	Q	|	|	|	V|
20+45	0.4572	0.00	Q	|	|	|	V|
20+50	0.4572	0.00	Q	|	|	|	V|
20+55	0.4572	0.00	Q	|	|	|	V|
21+ 0	0.4572	0.00	Q	|	|	|	V|
21+ 5	0.4572	0.00	Q	|	|	|	V|
21+10	0.4572	0.00	Q	|	|	|	V|
21+15	0.4572	0.00	Q	|	|	|	V|
21+20	0.4572	0.00	Q	|	|	|	V|
21+25	0.4572	0.00	Q	|	|	|	V|
21+30	0.4572	0.00	Q	|	|	|	V|
21+35	0.4572	0.00	Q	|	|	|	V|
21+40	0.4572	0.00	Q	|	|	|	V|
21+45	0.4572	0.00	Q	|	|	|	V|
21+50	0.4572	0.00	Q	|	|	|	V|
21+55	0.4572	0.00	Q	|	|	|	V|
22+ 0	0.4572	0.00	Q	|	|	|	V|
22+ 5	0.4572	0.00	Q	|	|	|	V|
22+10	0.4572	0.00	Q	|	|	|	V|
22+15	0.4572	0.00	Q	|	|	|	V|
22+20	0.4572	0.00	Q	|	|	|	V|
22+25	0.4572	0.00	Q	|	|	|	V|
22+30	0.4572	0.00	Q	|	|	|	V|
22+35	0.4572	0.00	Q	|	|	|	V|
22+40	0.4572	0.00	Q	|	|	|	V|
22+45	0.4572	0.00	Q	|	|	|	V|
22+50	0.4572	0.00	Q	|	|	|	V|
22+55	0.4572	0.00	Q	|	|	|	V|
23+ 0	0.4572	0.00	Q	|	|	|	V|
23+ 5	0.4572	0.00	Q	|	|	|	V|
23+10	0.4572	0.00	Q	|	|	|	V|
23+15	0.4572	0.00	Q	|	|	|	V|
23+20	0.4572	0.00	Q	|	|	|	V|
23+25	0.4572	0.00	Q	|	|	|	V|
23+30	0.4572	0.00	Q	|	|	|	V|
23+35	0.4572	0.00	Q	|	|	|	V|
23+40	0.4572	0.00	Q	|	|	|	V|
23+45	0.4572	0.00	Q	|	|	|	V|
23+50	0.4572	0.00	Q	|	|	|	V|
23+55	0.4572	0.00	Q	|	|	|	V|
24+ 0	0.4572	0.00	Q	|	|	|	V|
24+ 5	0.4572	0.00	Q	|	|	|	V|
24+10	0.4572	0.00	Q	|	|	|	V|

```
   24+15       0.4572      0.00  Q         |         |         |        V|
   24+20       0.4572      0.00  Q         |         |         |        V|
   24+25       0.4572      0.00  Q         |         |         |        V|
-------------------------------------------------------------------------
```

```
        U n i t   H y d r o g r a p h   A n a l y s i s

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                Study date  07/24/24

++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
------------------------------------------------------------------------------
San Bernardino County Synthetic Unit Hydrology Method
                Manual date - August 1986

Program License Serial Number 5016
------------------------------------------------------------------------
JN 4113 UNIT HYDROGRAPH
2 YEAR 3 HOUR STORM- POST-DEVELOPED
------------------------------------------------------------------------
        Storm Event Year = 2

        Antecedent Moisture Condition = 2

 English (in-lb) Input Units Used

 English Rainfall Data (Inches) Input Values Used

 English Units used in output format

Area averaged rainfall intensity isohyetal data:
        Sub-Area        Duration        Isohyetal
        (Ac.)            (hours)         (In)
Rainfall data for year 10
             3.98           1           0.92
------------------------------------------------------------------------
Rainfall data for year 2
             3.98           6           0.27
------------------------------------------------------------------------
Rainfall data for year 2
             3.98          24           0.13
------------------------------------------------------------------------
Rainfall data for year 100
             3.98           1           1.48
------------------------------------------------------------------------
Rainfall data for year 100
             3.98           6           0.62
------------------------------------------------------------------------
Rainfall data for year 100
             3.98          24           0.29
------------------------------------------------------------------------
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
******** Area-averaged max loss rate, Fm ********
```

```
SCS curve  SCS curve     Area     Area     Fp(Fig C6)    Ap      Fm
No.(AMCII) NO.(AMC 2)    (Ac.)    Fraction     (In/Hr)  (dec.)   (In/Hr)
 32.0      32.0          3.98      1.000     0.978    0.130    0.127

Area-averaged adjusted loss rate Fm (In/Hr) =  0.127

********* Area-Averaged low loss rate fraction, Yb **********
Area       Area          SCS CN    SCS CN      S     Pervious
 (Ac.)      Fract         (AMC2)    (AMC2)           Yield Fr
     0.52   0.130         32.0      32.0       2.61     0.000
     3.46   0.870         98.0      98.0       0.20     0.647

Area-averaged catchment yield fraction, Y =  0.563
Area-averaged low loss fraction, Yb =  0.437
User entry of time of concentration  =   0.178 (hours)
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Watershed area =       3.98(Ac.)
Catchment Lag time =   0.142 hours
Unit interval =   5.000 minutes
Unit interval percentage of lag time = 58.5700
Hydrograph baseflow =     0.00(CFS)
Average maximum watershed loss rate(Fm) =  0.127(In/Hr)
Average low loss rate fraction (Yb) = 0.437 (decimal)
VALLEY DEVELOPED S-Graph Selected
Computed peak 5-minute rainfall =  0.192(In)
Computed peak 30-minute rainfall =  0.394(In)
Specified peak 1-hour rainfall =  0.520(In)
Computed peak 3-hour rainfall =  0.520(In)
Specified peak 6-hour rainfall =  0.521(In)
Specified peak 24-hour rainfall =  0.522(In)

Note: user specified rainfall values used.
Rainfall depth area reduction factors:
Using a total area of       3.98(Ac.) (Ref: fig. E-4)

5-minute factor = 1.000     Adjusted rainfall =  0.192(In)
30-minute factor = 1.000    Adjusted rainfall =  0.394(In)
1-hour factor = 1.000       Adjusted rainfall =  0.520(In)
3-hour factor = 1.000       Adjusted rainfall =  0.520(In)
6-hour factor = 1.000       Adjusted rainfall =  0.521(In)
24-hour factor = 1.000      Adjusted rainfall =  0.522(In)
----------------------------------------------------------------------
                        U n i t  H y d r o g r a p h
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Interval          'S' Graph          Unit Hydrograph
Number            Mean values             ((CFS))
----------------------------------------------------------------------
                (K =        48.13 (CFS))
```

1	6.220	2.994
2	39.874	16.198
3	80.296	19.457
4	94.943	7.050
5	98.536	1.729
6	100.000	0.705

Total soil rain loss = 0.12(In)
Total effective rainfall = 0.40(In)
Peak flow rate in flood hydrograph = 4.43(CFS)

++

3 - H O U R S T O R M
R u n o f f H y d r o g r a p h

Hydrograph in 5 Minute intervals ((CFS))

Time(h+m)	Volume Ac.Ft	Q(CFS)	0 2.5 5.0 7.5 10.0
0+ 5	0.0000	0.00	Q
0+10	0.0000	0.00	Q
0+15	0.0000	0.00	Q
0+20	0.0000	0.00	Q
0+25	0.0000	0.00	Q
0+30	0.0000	0.00	Q
0+35	0.0000	0.00	Q
0+40	0.0000	0.00	Q
0+45	0.0000	0.00	Q
0+50	0.0000	0.00	Q
0+55	0.0000	0.00	Q
1+ 0	0.0000	0.00	Q
1+ 5	0.0000	0.00	Q
1+10	0.0000	0.00	Q
1+15	0.0000	0.00	Q
1+20	0.0000	0.00	Q
1+25	0.0002	0.03	Q
1+30	0.0016	0.19	Q
1+35	0.0043	0.40	Q
1+40	0.0078	0.51	Q
1+45	0.0119	0.59	QV
1+50	0.0167	0.70	Q V
1+55	0.0228	0.89	Q V
2+ 0	0.0315	1.26	Q V
2+ 5	0.0468	2.22	Q V
2+10	0.0764	4.30	Q V
2+15	0.1069	4.43	Q V
2+20	0.1218	2.16	Q V
2+25	0.1287	1.00	Q V
2+30	0.1321	0.49	Q V

```
    2+35       0.1329      0.12  Q          |          |          |         V|
    2+40       0.1331      0.03  Q          |          |          |         V|
    2+45       0.1332      0.01  Q          |          |          |         V|
    2+50       0.1332      0.00  Q          |          |          |         V|
    2+55       0.1332      0.00  Q          |          |          |         V|
    3+ 0       0.1332      0.00  Q          |          |          |         V|
    3+ 5       0.1332      0.00  Q          |          |          |         V|
    3+10       0.1332      0.00  Q          |          |          |         V|
    3+15       0.1332      0.00  Q          |          |          |         V|
    3+20       0.1332      0.00  Q          |          |          |         V|
    3+25       0.1332      0.00  Q          |          |          |          V
---------------------------------------------------------------------------
```

U n i t H y d r o g r a p h A n a l y s i s

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Study date 07/24/24

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San Bernardino County Synthetic Unit Hydrology Method
Manual date - August 1986

Program License Serial Number 5016

JN 4113 UNIT HYDROGRAPH
2 YEAR 24 HOUR STORM- Post-DWEVELOPED CONDITION

Storm Event Year = 2

Antecedent Moisture Condition = 2

English (in-lb) Input Units Used

English Rainfall Data (Inches) Input Values Used

English Units used in output format

Area averaged rainfall intensity isohyetal data:

Sub-Area (Ac.)	Duration (hours)	Isohyetal (In)
Rainfall data for year 10		
3.98	1	0.92
Rainfall data for year 2		
3.98	6	0.27
Rainfall data for year 2		
3.98	24	0.13
Rainfall data for year 100		
3.98	1	1.48
Rainfall data for year 100		
3.98	6	0.62
Rainfall data for year 100		
3.98	24	0.29

++

```
******** Area-averaged max loss rate, Fm ********
SCS curve  SCS curve     Area     Area     Fp(Fig C6)    Ap      Fm
No.(AMCII) NO.(AMC 2)    (Ac.)    Fraction     (In/Hr)  (dec.)   (In/Hr)
 32.0      32.0          3.98      1.000     0.978    0.130    0.127

Area-averaged adjusted loss rate Fm (In/Hr) =  0.127

********* Area-Averaged low loss rate fraction, Yb **********
Area       Area          SCS CN    SCS CN      S     Pervious
 (Ac.)      Fract         (AMC2)    (AMC2)           Yield Fr
     0.52   0.130         32.0      32.0       2.61     0.000
     3.46   0.870         98.0      98.0       0.20     0.647

Area-averaged catchment yield fraction, Y =  0.563
Area-averaged low loss fraction, Yb =  0.437
User entry of time of concentration  =   0.178 (hours)
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Watershed area =       3.98(Ac.)
Catchment Lag time =   0.142 hours
Unit interval =   5.000 minutes
Unit interval percentage of lag time = 58.5700
Hydrograph baseflow =     0.00(CFS)
Average maximum watershed loss rate(Fm) =  0.127(In/Hr)
Average low loss rate fraction (Yb) = 0.437 (decimal)
VALLEY DEVELOPED S-Graph Selected
Computed peak 5-minute rainfall =  0.192(In)
Computed peak 30-minute rainfall =  0.394(In)
Specified peak 1-hour rainfall =  0.520(In)
Computed peak 3-hour rainfall =  0.520(In)
Specified peak 6-hour rainfall =  0.521(In)
Specified peak 24-hour rainfall =  0.522(In)

Note: user specified rainfall values used.
Rainfall depth area reduction factors:
Using a total area of       3.98(Ac.) (Ref: fig. E-4)

5-minute factor = 1.000     Adjusted rainfall =  0.192(In)
30-minute factor = 1.000    Adjusted rainfall =  0.394(In)
1-hour factor = 1.000       Adjusted rainfall =  0.520(In)
3-hour factor = 1.000       Adjusted rainfall =  0.520(In)
6-hour factor = 1.000       Adjusted rainfall =  0.521(In)
24-hour factor = 1.000      Adjusted rainfall =  0.522(In)
----------------------------------------------------------------------
                        U n i t  H y d r o g r a p h
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Interval          'S' Graph          Unit Hydrograph
Number            Mean values             ((CFS))
----------------------------------------------------------------------
                (K =        48.13 (CFS))
```

1	6.220	2.994
2	39.874	16.198
3	80.296	19.457
4	94.943	7.050
5	98.536	1.729
6	100.000	0.705

Total soil rain loss = 0.12(In)
Total effective rainfall = 0.40(In)
Peak flow rate in flood hydrograph = 4.43(CFS)

++

24 - H O U R S T O R M
R u n o f f H y d r o g r a p h

Hydrograph in 5 Minute intervals ((CFS))

Time(h+m)	Volume Ac.Ft	Q(CFS)	0	2.5	5.0	7.5	10.0
0+ 5	0.0000	0.00	Q				
0+10	0.0000	0.00	Q				
0+15	0.0000	0.00	Q				
0+20	0.0000	0.00	Q				
0+25	0.0000	0.00	Q				
0+30	0.0000	0.00	Q				
0+35	0.0000	0.00	Q				
0+40	0.0000	0.00	Q				
0+45	0.0000	0.00	Q				
0+50	0.0000	0.00	Q				
0+55	0.0000	0.00	Q				
1+ 0	0.0000	0.00	Q				
1+ 5	0.0000	0.00	Q				
1+10	0.0000	0.00	Q				
1+15	0.0000	0.00	Q				
1+20	0.0000	0.00	Q				
1+25	0.0000	0.00	Q				
1+30	0.0000	0.00	Q				
1+35	0.0000	0.00	Q				
1+40	0.0000	0.00	Q				
1+45	0.0000	0.00	Q				
1+50	0.0000	0.00	Q				
1+55	0.0000	0.00	Q				
2+ 0	0.0000	0.00	Q				
2+ 5	0.0000	0.00	Q				
2+10	0.0000	0.00	Q				
2+15	0.0000	0.00	Q				
2+20	0.0000	0.00	Q				
2+25	0.0000	0.00	Q				

2+30	0.0000	0.00	Q				
2+35	0.0000	0.00	Q				
2+40	0.0000	0.00	Q				
2+45	0.0000	0.00	Q				
2+50	0.0000	0.00	Q				
2+55	0.0000	0.00	Q				
3+ 0	0.0000	0.00	Q				
3+ 5	0.0000	0.00	Q				
3+10	0.0000	0.00	Q				
3+15	0.0000	0.00	Q				
3+20	0.0000	0.00	Q				
3+25	0.0000	0.00	Q				
3+30	0.0000	0.00	Q				
3+35	0.0000	0.00	Q				
3+40	0.0000	0.00	Q				
3+45	0.0000	0.00	Q				
3+50	0.0000	0.00	Q				
3+55	0.0000	0.00	Q				
4+ 0	0.0000	0.00	Q				
4+ 5	0.0000	0.00	Q				
4+10	0.0000	0.00	Q				
4+15	0.0000	0.00	Q				
4+20	0.0000	0.00	Q				
4+25	0.0000	0.00	Q				
4+30	0.0000	0.00	Q				
4+35	0.0000	0.00	Q				
4+40	0.0000	0.00	Q				
4+45	0.0000	0.00	Q				
4+50	0.0000	0.00	Q				
4+55	0.0000	0.00	Q				
5+ 0	0.0000	0.00	Q				
5+ 5	0.0000	0.00	Q				
5+10	0.0000	0.00	Q				
5+15	0.0000	0.00	Q				
5+20	0.0000	0.00	Q				
5+25	0.0000	0.00	Q				
5+30	0.0000	0.00	Q				
5+35	0.0000	0.00	Q				
5+40	0.0000	0.00	Q				
5+45	0.0000	0.00	Q				
5+50	0.0000	0.00	Q				
5+55	0.0000	0.00	Q				
6+ 0	0.0000	0.00	Q				
6+ 5	0.0000	0.00	Q				
6+10	0.0000	0.00	Q				
6+15	0.0000	0.00	Q				
6+20	0.0000	0.00	Q				
6+25	0.0000	0.00	Q				
6+30	0.0000	0.00	Q				
6+35	0.0000	0.00	Q				

6+40	0.0000	0.00	Q				
6+45	0.0000	0.00	Q				
6+50	0.0000	0.00	Q				
6+55	0.0000	0.00	Q				
7+ 0	0.0001	0.00	Q				
7+ 5	0.0001	0.00	Q				
7+10	0.0001	0.00	Q				
7+15	0.0001	0.00	Q				
7+20	0.0001	0.00	Q				
7+25	0.0001	0.00	Q				
7+30	0.0001	0.00	Q				
7+35	0.0001	0.00	Q				
7+40	0.0001	0.00	Q				
7+45	0.0001	0.00	Q				
7+50	0.0001	0.00	Q				
7+55	0.0001	0.00	Q				
8+ 0	0.0001	0.00	Q				
8+ 5	0.0001	0.00	Q				
8+10	0.0001	0.00	Q				
8+15	0.0001	0.00	Q				
8+20	0.0001	0.00	Q				
8+25	0.0001	0.00	Q				
8+30	0.0001	0.00	Q				
8+35	0.0001	0.00	Q				
8+40	0.0001	0.00	Q				
8+45	0.0001	0.00	Q				
8+50	0.0001	0.00	Q				
8+55	0.0001	0.00	Q				
9+ 0	0.0001	0.00	Q				
9+ 5	0.0001	0.00	Q				
9+10	0.0001	0.00	Q				
9+15	0.0001	0.00	Q				
9+20	0.0001	0.00	Q				
9+25	0.0001	0.00	Q				
9+30	0.0001	0.00	Q				
9+35	0.0001	0.00	Q				
9+40	0.0001	0.00	Q				
9+45	0.0001	0.00	Q				
9+50	0.0001	0.00	Q				
9+55	0.0001	0.00	Q				
10+ 0	0.0001	0.00	Q				
10+ 5	0.0001	0.00	Q				
10+10	0.0001	0.00	Q				
10+15	0.0001	0.00	Q				
10+20	0.0001	0.00	Q				
10+25	0.0001	0.00	Q				
10+30	0.0001	0.00	Q				
10+35	0.0001	0.00	Q				
10+40	0.0001	0.00	Q				
10+45	0.0001	0.00	Q				

10+50	0.0001	0.00	Q				
10+55	0.0001	0.00	Q				
11+ 0	0.0001	0.00	Q				
11+ 5	0.0001	0.00	Q				
11+10	0.0001	0.00	Q				
11+15	0.0001	0.00	Q				
11+20	0.0001	0.00	Q				
11+25	0.0001	0.00	Q				
11+30	0.0001	0.00	Q				
11+35	0.0001	0.00	Q				
11+40	0.0001	0.00	Q				
11+45	0.0001	0.00	Q				
11+50	0.0001	0.00	Q				
11+55	0.0001	0.00	Q				
12+ 0	0.0001	0.00	Q				
12+ 5	0.0001	0.00	Q				
12+10	0.0001	0.00	Q				
12+15	0.0001	0.00	Q				
12+20	0.0001	0.00	Q				
12+25	0.0001	0.00	Q				
12+30	0.0001	0.00	Q				
12+35	0.0001	0.00	Q				
12+40	0.0001	0.00	Q				
12+45	0.0002	0.00	Q				
12+50	0.0002	0.00	Q				
12+55	0.0002	0.00	Q				
13+ 0	0.0002	0.00	Q				
13+ 5	0.0002	0.00	Q				
13+10	0.0002	0.00	Q				
13+15	0.0002	0.00	Q				
13+20	0.0002	0.00	Q				
13+25	0.0002	0.00	Q				
13+30	0.0002	0.00	Q				
13+35	0.0002	0.00	Q				
13+40	0.0002	0.00	Q				
13+45	0.0002	0.00	Q				
13+50	0.0002	0.00	Q				
13+55	0.0002	0.00	Q				
14+ 0	0.0002	0.00	Q				
14+ 5	0.0002	0.00	Q				
14+10	0.0002	0.00	Q				
14+15	0.0002	0.00	Q				
14+20	0.0002	0.00	Q				
14+25	0.0002	0.00	Q				
14+30	0.0003	0.00	Q				
14+35	0.0003	0.00	Q				
14+40	0.0003	0.00	Q				
14+45	0.0003	0.00	Q				
14+50	0.0003	0.00	Q				
14+55	0.0003	0.00	Q				

```
15+ 0       0.0003      0.00  Q          |          |          |          |
15+ 5       0.0003      0.00  Q          |          |          |          |
15+10       0.0003      0.00  Q          |          |          |          |
15+15       0.0003      0.00  Q          |          |          |          |
15+20       0.0003      0.00  Q          |          |          |          |
15+25       0.0005      0.03  Q          |          |          |          |
15+30       0.0018      0.19  Q          |          |          |          |
15+35       0.0046      0.40  |Q         |          |          |          |
15+40       0.0081      0.51  | Q        |          |          |          |
15+45       0.0121      0.59  | QV       |          |          |          |
15+50       0.0170      0.70  | Q  V     |          |          |          |
15+55       0.0231      0.89  |  Q  V    |          |          |          |
16+ 0       0.0318      1.26  |    Q   V|          |          |          |
16+ 5       0.0470      2.22  |       Q |   V      |          |          |
16+10       0.0767      4.30  |         |      Q   | V        |          |
16+15       0.1072      4.43  |         |      Q   |          | V        |
16+20       0.1221      2.16  |       Q |          |          |     V    |
16+25       0.1289      1.00  |  Q      |          |          |       V  |
16+30       0.1323      0.49  |Q        |          |          |        V|
16+35       0.1332      0.12  Q         |          |          |        V|
16+40       0.1334      0.03  Q         |          |          |        V|
16+45       0.1335      0.01  Q         |          |          |        V|
16+50       0.1335      0.00  Q         |          |          |        V|
16+55       0.1335      0.00  Q         |          |          |        V|
17+ 0       0.1335      0.00  Q         |          |          |        V|
17+ 5       0.1335      0.00  Q         |          |          |        V|
17+10       0.1335      0.00  Q         |          |          |        V|
17+15       0.1335      0.00  Q         |          |          |        V|
17+20       0.1335      0.00  Q         |          |          |        V|
17+25       0.1335      0.00  Q         |          |          |        V|
17+30       0.1335      0.00  Q         |          |          |        V|
17+35       0.1335      0.00  Q         |          |          |        V|
17+40       0.1335      0.00  Q         |          |          |        V|
17+45       0.1335      0.00  Q         |          |          |        V|
17+50       0.1335      0.00  Q         |          |          |        V|
17+55       0.1335      0.00  Q         |          |          |        V|
18+ 0       0.1335      0.00  Q         |          |          |        V|
18+ 5       0.1335      0.00  Q         |          |          |        V|
18+10       0.1335      0.00  Q         |          |          |        V|
18+15       0.1335      0.00  Q         |          |          |        V|
18+20       0.1335      0.00  Q         |          |          |        V|
18+25       0.1335      0.00  Q         |          |          |        V|
18+30       0.1335      0.00  Q         |          |          |        V|
18+35       0.1335      0.00  Q         |          |          |        V|
18+40       0.1335      0.00  Q         |          |          |        V|
18+45       0.1335      0.00  Q         |          |          |        V|
18+50       0.1335      0.00  Q         |          |          |        V|
18+55       0.1335      0.00  Q         |          |          |        V|
19+ 0       0.1335      0.00  Q         |          |          |        V|
19+ 5       0.1335      0.00  Q         |          |          |        V|
```

19+10	0.1335	0.00	Q	|	|	|	V|
19+15	0.1335	0.00	Q	|	|	|	V|
19+20	0.1335	0.00	Q	|	|	|	V|
19+25	0.1335	0.00	Q	|	|	|	V|
19+30	0.1335	0.00	Q	|	|	|	V|
19+35	0.1335	0.00	Q	|	|	|	V|
19+40	0.1335	0.00	Q	|	|	|	V|
19+45	0.1335	0.00	Q	|	|	|	V|
19+50	0.1335	0.00	Q	|	|	|	V|
19+55	0.1335	0.00	Q	|	|	|	V|
20+ 0	0.1335	0.00	Q	|	|	|	V|
20+ 5	0.1335	0.00	Q	|	|	|	V|
20+10	0.1335	0.00	Q	|	|	|	V|
20+15	0.1335	0.00	Q	|	|	|	V|
20+20	0.1336	0.00	Q	|	|	|	V|
20+25	0.1336	0.00	Q	|	|	|	V|
20+30	0.1336	0.00	Q	|	|	|	V|
20+35	0.1336	0.00	Q	|	|	|	V|
20+40	0.1336	0.00	Q	|	|	|	V|
20+45	0.1336	0.00	Q	|	|	|	V|
20+50	0.1336	0.00	Q	|	|	|	V|
20+55	0.1336	0.00	Q	|	|	|	V|
21+ 0	0.1336	0.00	Q	|	|	|	V|
21+ 5	0.1336	0.00	Q	|	|	|	V|
21+10	0.1336	0.00	Q	|	|	|	V|
21+15	0.1336	0.00	Q	|	|	|	V|
21+20	0.1336	0.00	Q	|	|	|	V|
21+25	0.1336	0.00	Q	|	|	|	V|
21+30	0.1336	0.00	Q	|	|	|	V|
21+35	0.1336	0.00	Q	|	|	|	V|
21+40	0.1336	0.00	Q	|	|	|	V|
21+45	0.1336	0.00	Q	|	|	|	V|
21+50	0.1336	0.00	Q	|	|	|	V|
21+55	0.1336	0.00	Q	|	|	|	V|
22+ 0	0.1336	0.00	Q	|	|	|	V|
22+ 5	0.1336	0.00	Q	|	|	|	V|
22+10	0.1336	0.00	Q	|	|	|	V|
22+15	0.1336	0.00	Q	|	|	|	V|
22+20	0.1336	0.00	Q	|	|	|	V|
22+25	0.1336	0.00	Q	|	|	|	V|
22+30	0.1336	0.00	Q	|	|	|	V|
22+35	0.1336	0.00	Q	|	|	|	V|
22+40	0.1336	0.00	Q	|	|	|	V|
22+45	0.1336	0.00	Q	|	|	|	V|
22+50	0.1336	0.00	Q	|	|	|	V|
22+55	0.1336	0.00	Q	|	|	|	V|
23+ 0	0.1336	0.00	Q	|	|	|	V|
23+ 5	0.1336	0.00	Q	|	|	|	V|
23+10	0.1336	0.00	Q	|	|	|	V|
23+15	0.1336	0.00	Q	|	|	|	V|

```
   23+20       0.1336      0.00  Q          |          |          |         V|
   23+25       0.1336      0.00  Q          |          |          |         V|
   23+30       0.1336      0.00  Q          |          |          |         V|
   23+35       0.1336      0.00  Q          |          |          |         V|
   23+40       0.1336      0.00  Q          |          |          |         V|
   23+45       0.1336      0.00  Q          |          |          |         V|
   23+50       0.1336      0.00  Q          |          |          |         V|
   23+55       0.1336      0.00  Q          |          |          |         V|
   24+ 0       0.1336      0.00  Q          |          |          |         V|
   24+ 5       0.1336      0.00  Q          |          |          |         V|
   24+10       0.1336      0.00  Q          |          |          |         V|
   24+15       0.1336      0.00  Q          |          |          |         V|
   24+20       0.1336      0.00  Q          |          |          |         V|
   24+25       0.1336      0.00  Q          |          |          |          V
-------------------------------------------------------------------------
```

```
        U n i t   H y d r o g r a p h   A n a l y s i s

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                Study date  06/28/24

++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
------------------------------------------------------------------------------
San Bernardino County Synthetic Unit Hydrology Method
                Manual date - August 1986

Program License Serial Number 5016
------------------------------------------------------------------------
JN 4113 UNIT HYDROGRAPH
10 YEAR 3 HOUR STORM  POST-DEVELOPED
------------------------------------------------------------------------
        Storm Event Year = 10

        Antecedent Moisture Condition = 2

 English (in-lb) Input Units Used

 English Rainfall Data (Inches) Input Values Used

 English Units used in output format

Area averaged rainfall intensity isohyetal data:
        Sub-Area        Duration        Isohyetal
        (Ac.)            (hours)         (In)
Rainfall data for year 10
             3.98           1           0.92
------------------------------------------------------------------------
Rainfall data for year 10
             3.98           6           0.41
------------------------------------------------------------------------
Rainfall data for year 10
             3.98          24           0.19
------------------------------------------------------------------------
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++

******** Area-averaged max loss rate, Fm ********
SCS curve  SCS curve     Area     Area     Fp(Fig C6)    Ap      Fm
No.(AMCII) NO.(AMC 2)    (Ac.)    Fraction     (In/Hr)  (dec.)   (In/Hr)
 32.0      32.0          3.98      1.000     0.978    0.130    0.127

Area-averaged adjusted loss rate Fm (In/Hr) =  0.127

********* Area-Averaged low loss rate fraction, Yb **********
Area       Area          SCS CN    SCS CN      S     Pervious
```

```
 (Ac.)      Fract         (AMC2)    (AMC2)           Yield Fr
    0.52   0.130         32.0      32.0       4.59     0.000
    3.46   0.870         98.0      98.0       0.20     0.775

Area-averaged catchment yield fraction, Y =  0.674
Area-averaged low loss fraction, Yb =  0.326
User entry of time of concentration  =   0.176 (hours)
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Watershed area =       3.98(Ac.)
Catchment Lag time =   0.141 hours
Unit interval =   5.000 minutes
Unit interval percentage of lag time = 59.2125
Hydrograph baseflow =     0.00(CFS)
Average maximum watershed loss rate(Fm) =  0.127(In/Hr)
Average low loss rate fraction (Yb) = 0.326 (decimal)
VALLEY DEVELOPED S-Graph Selected
Computed peak 5-minute rainfall =  0.339(In)
Computed peak 30-minute rainfall =  0.693(In)
Specified peak 1-hour rainfall =  0.915(In)
Computed peak 3-hour rainfall =  0.915(In)
Specified peak 6-hour rainfall =  0.916(In)
Specified peak 24-hour rainfall =  0.917(In)

Note: user specified rainfall values used.
Rainfall depth area reduction factors:
Using a total area of       3.98(Ac.) (Ref: fig. E-4)

5-minute factor = 1.000     Adjusted rainfall =  0.339(In)
30-minute factor = 1.000    Adjusted rainfall =  0.693(In)
1-hour factor = 1.000       Adjusted rainfall =  0.915(In)
3-hour factor = 1.000       Adjusted rainfall =  0.915(In)
6-hour factor = 1.000       Adjusted rainfall =  0.916(In)
24-hour factor = 1.000      Adjusted rainfall =  0.917(In)
------------------------------------------------------------------------
                        U n i t  H y d r o g r a p h
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Interval          'S' Graph          Unit Hydrograph
Number            Mean values             ((CFS))
------------------------------------------------------------------------
               (K =        48.13 (CFS))

  1                6.354                    3.058
  2               40.669                   16.517
  3               80.945                   19.386
  4               95.214                    6.868
  5               98.595                    1.627
  6              100.000                    0.676
------------------------------------------------------------------------
Total soil rain loss =      0.13(In)
Total effective rainfall =      0.79(In)
```

Peak flow rate in flood hydrograph = 8.16(CFS)

++

3 - H O U R S T O R M

R u n o f f H y d r o g r a p h

Hydrograph in 5 Minute intervals ((CFS))

Time(h+m)	Volume Ac.Ft	Q(CFS)	0	2.5	5.0	7.5	10.0
0+ 5	0.0000	0.00	Q				
0+10	0.0000	0.00	Q				
0+15	0.0000	0.00	Q				
0+20	0.0000	0.00	Q				
0+25	0.0000	0.00	Q				
0+30	0.0000	0.00	Q				
0+35	0.0000	0.00	Q				
0+40	0.0000	0.00	Q				
0+45	0.0000	0.00	Q				
0+50	0.0000	0.00	Q				
0+55	0.0000	0.00	Q				
1+ 0	0.0000	0.00	Q				
1+ 5	0.0000	0.00	Q				
1+10	0.0000	0.00	Q				
1+15	0.0000	0.00	Q				
1+20	0.0000	0.00	Q				
1+25	0.0005	0.06	Q				
1+30	0.0033	0.42	VQ				
1+35	0.0093	0.86	V Q				
1+40	0.0170	1.12	V Q				
1+45	0.0261	1.32	V Q				
1+50	0.0370	1.58	VQ				
1+55	0.0504	1.95	Q				
2+ 0	0.0684	2.61	Q				
2+ 5	0.0981	4.32		V Q			
2+10	0.1535	8.04			V	Q	
2+15	0.2097	8.16				Q	
2+20	0.2380	4.12		Q			V
2+25	0.2520	2.02	Q				V
2+30	0.2589	1.01	Q				V
2+35	0.2607	0.26	Q				V
2+40	0.2612	0.06	Q				V
2+45	0.2613	0.02	Q				V
2+50	0.2613	0.00	Q				V
2+55	0.2613	0.00	Q				V
3+ 0	0.2613	0.00	Q				V
3+ 5	0.2613	0.00	Q				V
3+10	0.2613	0.00	Q				V
3+15	0.2613	0.00	Q				V

```
    3+20       0.2613      0.00  Q         |         |         |        V|
    3+25       0.2613      0.00  Q         |         |         |         V
-------------------------------------------------------------------------
```

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        U n i t   H y d r o g r a p h   A n a l y s i s

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                Study date  06/28/24

++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
------------------------------------------------------------------------------
San Bernardino County Synthetic Unit Hydrology Method
                Manual date - August 1986

Program License Serial Number 5016
------------------------------------------------------------------------
JN 4113 UNIT HYDROGRAPH
10 YEAR 24 HOUR STORM  POST-DEVELOPED
------------------------------------------------------------------------
        Storm Event Year = 10

        Antecedent Moisture Condition = 2

 English (in-lb) Input Units Used

 English Rainfall Data (Inches) Input Values Used

 English Units used in output format

Area averaged rainfall intensity isohyetal data:
        Sub-Area        Duration        Isohyetal
        (Ac.)             (hours)         (In)
Rainfall data for year 10
             3.98           1           0.92
------------------------------------------------------------------------
Rainfall data for year 10
             3.98           6           0.41
------------------------------------------------------------------------
Rainfall data for year 10
             3.98          24           0.19
------------------------------------------------------------------------
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
******** Area-averaged max loss rate, Fm ********

SCS curve  SCS curve     Area     Area     Fp(Fig C6)    Ap      Fm
No.(AMCII) NO.(AMC 2)    (Ac.)    Fraction     (In/Hr)  (dec.)   (In/Hr)
 32.0      32.0          3.98      1.000     0.978    0.130    0.127

Area-averaged adjusted loss rate Fm (In/Hr) =  0.127

********* Area-Averaged low loss rate fraction, Yb **********
```

```
Area       Area          SCS CN    SCS CN      S     Pervious
 (Ac.)      Fract         (AMC2)    (AMC2)           Yield Fr
     0.52   0.130         32.0      32.0       4.59     0.000
     3.46   0.870         98.0      98.0       0.20     0.775

Area-averaged catchment yield fraction, Y =  0.674
Area-averaged low loss fraction, Yb =  0.326
User entry of time of concentration  =   0.176 (hours)
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Watershed area =       3.98(Ac.)
Catchment Lag time =   0.141 hours
Unit interval =   5.000 minutes
Unit interval percentage of lag time = 59.2125
Hydrograph baseflow =     0.00(CFS)
Average maximum watershed loss rate(Fm) =  0.127(In/Hr)
Average low loss rate fraction (Yb) = 0.326 (decimal)
VALLEY DEVELOPED S-Graph Selected
Computed peak 5-minute rainfall =  0.339(In)
Computed peak 30-minute rainfall =  0.693(In)
Specified peak 1-hour rainfall =  0.915(In)
Computed peak 3-hour rainfall =  0.915(In)
Specified peak 6-hour rainfall =  0.916(In)
Specified peak 24-hour rainfall =  0.917(In)

Note: user specified rainfall values used.
Rainfall depth area reduction factors:
Using a total area of       3.98(Ac.) (Ref: fig. E-4)

5-minute factor = 1.000     Adjusted rainfall =  0.339(In)
30-minute factor = 1.000    Adjusted rainfall =  0.693(In)
1-hour factor = 1.000       Adjusted rainfall =  0.915(In)
3-hour factor = 1.000       Adjusted rainfall =  0.915(In)
6-hour factor = 1.000       Adjusted rainfall =  0.916(In)
24-hour factor = 1.000      Adjusted rainfall =  0.917(In)
------------------------------------------------------------------------
                        U n i t  H y d r o g r a p h
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Interval          'S' Graph          Unit Hydrograph
Number            Mean values             ((CFS))
------------------------------------------------------------------------
                (K =        48.13 (CFS))

  1                6.354                    3.058
  2               40.669                   16.517
  3               80.945                   19.386
  4               95.214                    6.868
  5               98.595                    1.627
  6              100.000                    0.676
------------------------------------------------------------------------
Total soil rain loss =      0.13(In)
```

Total effective rainfall = 0.79(In)
Peak flow rate in flood hydrograph = 8.16(CFS)

24 - H O U R S T O R M
R u n o f f H y d r o g r a p h

Hydrograph in 5 Minute intervals ((CFS))

Time(h+m)	Volume Ac.Ft	Q(CFS)	0	2.5	5.0	7.5	10.0
0+ 5	0.0000	0.00	Q				
0+10	0.0000	0.00	Q				
0+15	0.0000	0.00	Q				
0+20	0.0000	0.00	Q				
0+25	0.0000	0.00	Q				
0+30	0.0000	0.00	Q				
0+35	0.0000	0.00	Q				
0+40	0.0000	0.00	Q				
0+45	0.0000	0.00	Q				
0+50	0.0000	0.00	Q				
0+55	0.0000	0.00	Q				
1+ 0	0.0000	0.00	Q				
1+ 5	0.0000	0.00	Q				
1+10	0.0000	0.00	Q				
1+15	0.0000	0.00	Q				
1+20	0.0000	0.00	Q				
1+25	0.0000	0.00	Q				
1+30	0.0000	0.00	Q				
1+35	0.0000	0.00	Q				
1+40	0.0000	0.00	Q				
1+45	0.0000	0.00	Q				
1+50	0.0000	0.00	Q				
1+55	0.0000	0.00	Q				
2+ 0	0.0000	0.00	Q				
2+ 5	0.0000	0.00	Q				
2+10	0.0000	0.00	Q				
2+15	0.0000	0.00	Q				
2+20	0.0000	0.00	Q				
2+25	0.0000	0.00	Q				
2+30	0.0000	0.00	Q				
2+35	0.0000	0.00	Q				
2+40	0.0000	0.00	Q				
2+45	0.0000	0.00	Q				
2+50	0.0000	0.00	Q				
2+55	0.0000	0.00	Q				
3+ 0	0.0000	0.00	Q				
3+ 5	0.0000	0.00	Q				
3+10	0.0000	0.00	Q				
3+15	0.0000	0.00	Q				

3+20	0.0000	0.00	Q				
3+25	0.0000	0.00	Q				
3+30	0.0000	0.00	Q				
3+35	0.0000	0.00	Q				
3+40	0.0000	0.00	Q				
3+45	0.0000	0.00	Q				
3+50	0.0000	0.00	Q				
3+55	0.0000	0.00	Q				
4+ 0	0.0000	0.00	Q				
4+ 5	0.0000	0.00	Q				
4+10	0.0000	0.00	Q				
4+15	0.0000	0.00	Q				
4+20	0.0000	0.00	Q				
4+25	0.0000	0.00	Q				
4+30	0.0000	0.00	Q				
4+35	0.0000	0.00	Q				
4+40	0.0000	0.00	Q				
4+45	0.0000	0.00	Q				
4+50	0.0000	0.00	Q				
4+55	0.0000	0.00	Q				
5+ 0	0.0000	0.00	Q				
5+ 5	0.0000	0.00	Q				
5+10	0.0000	0.00	Q				
5+15	0.0000	0.00	Q				
5+20	0.0000	0.00	Q				
5+25	0.0000	0.00	Q				
5+30	0.0000	0.00	Q				
5+35	0.0000	0.00	Q				
5+40	0.0000	0.00	Q				
5+45	0.0000	0.00	Q				
5+50	0.0000	0.00	Q				
5+55	0.0000	0.00	Q				
6+ 0	0.0000	0.00	Q				
6+ 5	0.0001	0.00	Q				
6+10	0.0001	0.00	Q				
6+15	0.0001	0.00	Q				
6+20	0.0001	0.00	Q				
6+25	0.0001	0.00	Q				
6+30	0.0001	0.00	Q				
6+35	0.0001	0.00	Q				
6+40	0.0001	0.00	Q				
6+45	0.0001	0.00	Q				
6+50	0.0001	0.00	Q				
6+55	0.0001	0.00	Q				
7+ 0	0.0001	0.00	Q				
7+ 5	0.0001	0.00	Q				
7+10	0.0001	0.00	Q				
7+15	0.0001	0.00	Q				
7+20	0.0001	0.00	Q				
7+25	0.0001	0.00	Q				

7+30	0.0001	0.00	Q				
7+35	0.0001	0.00	Q				
7+40	0.0001	0.00	Q				
7+45	0.0001	0.00	Q				
7+50	0.0001	0.00	Q				
7+55	0.0001	0.00	Q				
8+ 0	0.0001	0.00	Q				
8+ 5	0.0001	0.00	Q				
8+10	0.0001	0.00	Q				
8+15	0.0001	0.00	Q				
8+20	0.0001	0.00	Q				
8+25	0.0001	0.00	Q				
8+30	0.0001	0.00	Q				
8+35	0.0001	0.00	Q				
8+40	0.0001	0.00	Q				
8+45	0.0001	0.00	Q				
8+50	0.0001	0.00	Q				
8+55	0.0001	0.00	Q				
9+ 0	0.0001	0.00	Q				
9+ 5	0.0001	0.00	Q				
9+10	0.0001	0.00	Q				
9+15	0.0001	0.00	Q				
9+20	0.0001	0.00	Q				
9+25	0.0001	0.00	Q				
9+30	0.0001	0.00	Q				
9+35	0.0001	0.00	Q				
9+40	0.0001	0.00	Q				
9+45	0.0001	0.00	Q				
9+50	0.0001	0.00	Q				
9+55	0.0001	0.00	Q				
10+ 0	0.0001	0.00	Q				
10+ 5	0.0001	0.00	Q				
10+10	0.0001	0.00	Q				
10+15	0.0001	0.00	Q				
10+20	0.0001	0.00	Q				
10+25	0.0001	0.00	Q				
10+30	0.0001	0.00	Q				
10+35	0.0001	0.00	Q				
10+40	0.0001	0.00	Q				
10+45	0.0001	0.00	Q				
10+50	0.0001	0.00	Q				
10+55	0.0001	0.00	Q				
11+ 0	0.0001	0.00	Q				
11+ 5	0.0001	0.00	Q				
11+10	0.0001	0.00	Q				
11+15	0.0001	0.00	Q				
11+20	0.0001	0.00	Q				
11+25	0.0001	0.00	Q				
11+30	0.0001	0.00	Q				
11+35	0.0001	0.00	Q				

```
11+40       0.0001      0.00  Q          |          |          |          |
11+45       0.0001      0.00  Q          |          |          |          |
11+50       0.0001      0.00  Q          |          |          |          |
11+55       0.0001      0.00  Q          |          |          |          |
12+ 0       0.0001      0.00  Q          |          |          |          |
12+ 5       0.0001      0.00  Q          |          |          |          |
12+10       0.0002      0.00  Q          |          |          |          |
12+15       0.0002      0.00  Q          |          |          |          |
12+20       0.0002      0.00  Q          |          |          |          |
12+25       0.0002      0.00  Q          |          |          |          |
12+30       0.0002      0.00  Q          |          |          |          |
12+35       0.0002      0.00  Q          |          |          |          |
12+40       0.0002      0.00  Q          |          |          |          |
12+45       0.0002      0.00  Q          |          |          |          |
12+50       0.0002      0.00  Q          |          |          |          |
12+55       0.0002      0.00  Q          |          |          |          |
13+ 0       0.0002      0.00  Q          |          |          |          |
13+ 5       0.0002      0.00  Q          |          |          |          |
13+10       0.0002      0.00  Q          |          |          |          |
13+15       0.0002      0.00  Q          |          |          |          |
13+20       0.0002      0.00  Q          |          |          |          |
13+25       0.0002      0.00  Q          |          |          |          |
13+30       0.0002      0.00  Q          |          |          |          |
13+35       0.0002      0.00  Q          |          |          |          |
13+40       0.0003      0.00  Q          |          |          |          |
13+45       0.0003      0.00  Q          |          |          |          |
13+50       0.0003      0.00  Q          |          |          |          |
13+55       0.0003      0.00  Q          |          |          |          |
14+ 0       0.0003      0.00  Q          |          |          |          |
14+ 5       0.0003      0.00  Q          |          |          |          |
14+10       0.0003      0.00  Q          |          |          |          |
14+15       0.0003      0.00  Q          |          |          |          |
14+20       0.0003      0.00  Q          |          |          |          |
14+25       0.0003      0.00  Q          |          |          |          |
14+30       0.0003      0.00  Q          |          |          |          |
14+35       0.0003      0.00  Q          |          |          |          |
14+40       0.0003      0.00  Q          |          |          |          |
14+45       0.0003      0.00  Q          |          |          |          |
14+50       0.0003      0.00  Q          |          |          |          |
14+55       0.0003      0.00  Q          |          |          |          |
15+ 0       0.0003      0.00  Q          |          |          |          |
15+ 5       0.0003      0.00  Q          |          |          |          |
15+10       0.0003      0.00  Q          |          |          |          |
15+15       0.0003      0.00  Q          |          |          |          |
15+20       0.0003      0.00  Q          |          |          |          |
15+25       0.0008      0.06  Q          |          |          |          |
15+30       0.0036      0.42  VQ         |          |          |          |
15+35       0.0096      0.86  |V Q       |          |          |          |
15+40       0.0173      1.12  | V Q      |          |          |          |
15+45       0.0264      1.32  |   VQ     |          |          |          |
```

```
15+50       0.0372      1.58  |    VQ   |         |         |         |
15+55       0.0507      1.95  |      Q  |         |         |         |
16+ 0       0.0687      2.61  |         Q         |         |         |
16+ 5       0.0984      4.32  |         |    V Q  |         |         |
16+10       0.1538      8.04  |         |         |  V      | Q       |
16+15       0.2099      8.16  |         |         |         | Q       |
16+20       0.2383      4.12  |         |     Q   |         |     V   |
16+25       0.2523      2.02  |       Q |         |         |       V |
16+30       0.2592      1.01  |   Q     |         |         |         V|
16+35       0.2610      0.26  |Q        |         |         |         V|
16+40       0.2615      0.06  Q         |         |         |         V|
16+45       0.2616      0.02  Q         |         |         |         V|
16+50       0.2616      0.00  Q         |         |         |         V|
16+55       0.2616      0.00  Q         |         |         |         V|
17+ 0       0.2616      0.00  Q         |         |         |         V|
17+ 5       0.2616      0.00  Q         |         |         |         V|
17+10       0.2616      0.00  Q         |         |         |         V|
17+15       0.2616      0.00  Q         |         |         |         V|
17+20       0.2616      0.00  Q         |         |         |         V|
17+25       0.2616      0.00  Q         |         |         |         V|
17+30       0.2616      0.00  Q         |         |         |         V|
17+35       0.2616      0.00  Q         |         |         |         V|
17+40       0.2616      0.00  Q         |         |         |         V|
17+45       0.2616      0.00  Q         |         |         |         V|
17+50       0.2616      0.00  Q         |         |         |         V|
17+55       0.2617      0.00  Q         |         |         |         V|
18+ 0       0.2617      0.00  Q         |         |         |         V|
18+ 5       0.2617      0.00  Q         |         |         |         V|
18+10       0.2617      0.00  Q         |         |         |         V|
18+15       0.2617      0.00  Q         |         |         |         V|
18+20       0.2617      0.00  Q         |         |         |         V|
18+25       0.2617      0.00  Q         |         |         |         V|
18+30       0.2617      0.00  Q         |         |         |         V|
18+35       0.2617      0.00  Q         |         |         |         V|
18+40       0.2617      0.00  Q         |         |         |         V|
18+45       0.2617      0.00  Q         |         |         |         V|
18+50       0.2617      0.00  Q         |         |         |         V|
18+55       0.2617      0.00  Q         |         |         |         V|
19+ 0       0.2617      0.00  Q         |         |         |         V|
19+ 5       0.2617      0.00  Q         |         |         |         V|
19+10       0.2617      0.00  Q         |         |         |         V|
19+15       0.2617      0.00  Q         |         |         |         V|
19+20       0.2617      0.00  Q         |         |         |         V|
19+25       0.2617      0.00  Q         |         |         |         V|
19+30       0.2617      0.00  Q         |         |         |         V|
19+35       0.2617      0.00  Q         |         |         |         V|
19+40       0.2617      0.00  Q         |         |         |         V|
19+45       0.2617      0.00  Q         |         |         |         V|
19+50       0.2617      0.00  Q         |         |         |         V|
19+55       0.2617      0.00  Q         |         |         |         V|
```

20+ 0	0.2617	0.00	Q	|	|	|	V|
20+ 5	0.2617	0.00	Q	|	|	|	V|
20+10	0.2617	0.00	Q	|	|	|	V|
20+15	0.2617	0.00	Q	|	|	|	V|
20+20	0.2617	0.00	Q	|	|	|	V|
20+25	0.2617	0.00	Q	|	|	|	V|
20+30	0.2617	0.00	Q	|	|	|	V|
20+35	0.2617	0.00	Q	|	|	|	V|
20+40	0.2617	0.00	Q	|	|	|	V|
20+45	0.2617	0.00	Q	|	|	|	V|
20+50	0.2617	0.00	Q	|	|	|	V|
20+55	0.2617	0.00	Q	|	|	|	V|
21+ 0	0.2617	0.00	Q	|	|	|	V|
21+ 5	0.2617	0.00	Q	|	|	|	V|
21+10	0.2617	0.00	Q	|	|	|	V|
21+15	0.2617	0.00	Q	|	|	|	V|
21+20	0.2617	0.00	Q	|	|	|	V|
21+25	0.2617	0.00	Q	|	|	|	V|
21+30	0.2617	0.00	Q	|	|	|	V|
21+35	0.2617	0.00	Q	|	|	|	V|
21+40	0.2617	0.00	Q	|	|	|	V|
21+45	0.2617	0.00	Q	|	|	|	V|
21+50	0.2617	0.00	Q	|	|	|	V|
21+55	0.2617	0.00	Q	|	|	|	V|
22+ 0	0.2617	0.00	Q	|	|	|	V|
22+ 5	0.2617	0.00	Q	|	|	|	V|
22+10	0.2617	0.00	Q	|	|	|	V|
22+15	0.2617	0.00	Q	|	|	|	V|
22+20	0.2617	0.00	Q	|	|	|	V|
22+25	0.2617	0.00	Q	|	|	|	V|
22+30	0.2617	0.00	Q	|	|	|	V|
22+35	0.2617	0.00	Q	|	|	|	V|
22+40	0.2617	0.00	Q	|	|	|	V|
22+45	0.2617	0.00	Q	|	|	|	V|
22+50	0.2617	0.00	Q	|	|	|	V|
22+55	0.2617	0.00	Q	|	|	|	V|
23+ 0	0.2617	0.00	Q	|	|	|	V|
23+ 5	0.2617	0.00	Q	|	|	|	V|
23+10	0.2617	0.00	Q	|	|	|	V|
23+15	0.2617	0.00	Q	|	|	|	V|
23+20	0.2617	0.00	Q	|	|	|	V|
23+25	0.2617	0.00	Q	|	|	|	V|
23+30	0.2617	0.00	Q	|	|	|	V|
23+35	0.2617	0.00	Q	|	|	|	V|
23+40	0.2617	0.00	Q	|	|	|	V|
23+45	0.2617	0.00	Q	|	|	|	V|
23+50	0.2617	0.00	Q	|	|	|	V|
23+55	0.2617	0.00	Q	|	|	|	V|
24+ 0	0.2617	0.00	Q	|	|	|	V|
24+ 5	0.2617	0.00	Q	|	|	|	V|

```
   24+10       0.2617      0.00  Q         |         |         |        V|
   24+15       0.2617      0.00  Q         |         |         |        V|
   24+20       0.2617      0.00  Q         |         |         |        V|
   24+25       0.2617      0.00  Q         |         |         |        V|
-------------------------------------------------------------------------
```

```
        U n i t   H y d r o g r a p h   A n a l y s i s

        Copyright (c) CIVILCADD/CIVILDESIGN, 1989 - 2004, Version 7.0

                Study date  07/24/24

++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
------------------------------------------------------------------------------
San Bernardino County Synthetic Unit Hydrology Method
                Manual date - August 1986

Program License Serial Number 5016
------------------------------------------------------------------------
JN 4113 UNIT HYDROGRAPH
25 YEAR 3 HOUR STORM  POST-DEVELOPED
------------------------------------------------------------------------
        Storm Event Year = 25

        Antecedent Moisture Condition = 2

 English (in-lb) Input Units Used

 English Rainfall Data (Inches) Input Values Used

 English Units used in output format

Area averaged rainfall intensity isohyetal data:
        Sub-Area        Duration        Isohyetal
        (Ac.)            (hours)         (In)
Rainfall data for year 10
             3.98           1           0.92
------------------------------------------------------------------------
Rainfall data for year 2
             3.98           6           0.27
------------------------------------------------------------------------
Rainfall data for year 2
             3.98          24           0.13
------------------------------------------------------------------------
Rainfall data for year 100
             3.98           1           1.48
------------------------------------------------------------------------
Rainfall data for year 100
             3.98           6           0.62
------------------------------------------------------------------------
Rainfall data for year 100
             3.98          24           0.29
------------------------------------------------------------------------
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
******** Area-averaged max loss rate, Fm ********
```

```
SCS curve  SCS curve     Area     Area     Fp(Fig C6)    Ap      Fm
No.(AMCII) NO.(AMC 2)    (Ac.)    Fraction     (In/Hr)  (dec.)   (In/Hr)
 32.0      32.0          3.98      1.000     0.978    0.130    0.127

Area-averaged adjusted loss rate Fm (In/Hr) =  0.127

********* Area-Averaged low loss rate fraction, Yb **********
Area       Area          SCS CN    SCS CN      S     Pervious
 (Ac.)      Fract         (AMC2)    (AMC2)           Yield Fr
     0.52   0.130         32.0      32.0       5.71     0.000
     3.46   0.870         98.0      98.0       0.20     0.813

Area-averaged catchment yield fraction, Y =  0.708
Area-averaged low loss fraction, Yb =  0.292
User entry of time of concentration  =   0.175 (hours)
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Watershed area =       3.98(Ac.)
Catchment Lag time =   0.140 hours
Unit interval =   5.000 minutes
Unit interval percentage of lag time = 59.4219
Hydrograph baseflow =     0.00(CFS)
Average maximum watershed loss rate(Fm) =  0.127(In/Hr)
Average low loss rate fraction (Yb) = 0.292 (decimal)
VALLEY DEVELOPED S-Graph Selected
Computed peak 5-minute rainfall =  0.422(In)
Computed peak 30-minute rainfall =  0.864(In)
Specified peak 1-hour rainfall =  1.140(In)
Computed peak 3-hour rainfall =  1.140(In)
Specified peak 6-hour rainfall =  1.141(In)
Specified peak 24-hour rainfall =  1.142(In)

Note: user specified rainfall values used.
Rainfall depth area reduction factors:
Using a total area of       3.98(Ac.) (Ref: fig. E-4)

5-minute factor = 1.000     Adjusted rainfall =  0.422(In)
30-minute factor = 1.000    Adjusted rainfall =  0.864(In)
1-hour factor = 1.000       Adjusted rainfall =  1.140(In)
3-hour factor = 1.000       Adjusted rainfall =  1.140(In)
6-hour factor = 1.000       Adjusted rainfall =  1.141(In)
24-hour factor = 1.000      Adjusted rainfall =  1.142(In)
----------------------------------------------------------------------
                        U n i t  H y d r o g r a p h
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Interval          'S' Graph          Unit Hydrograph
Number            Mean values             ((CFS))
----------------------------------------------------------------------
               (K =        48.13 (CFS))
```

1	6.397	3.079
2	40.927	16.620
3	81.152	19.361
4	95.299	6.810
5	98.613	1.595
6	100.000	0.668

Total soil rain loss = 0.13(In)
Total effective rainfall = 1.01(In)
Peak flow rate in flood hydrograph = 10.27(CFS)

++

3 - H O U R S T O R M
R u n o f f H y d r o g r a p h

Hydrograph in 5 Minute intervals ((CFS))

Time(h+m)	Volume Ac.Ft	Q(CFS)	0 5.0 10.0 15.0 20.0
0+ 5	0.0000	0.00	Q | | | |
0+10	0.0000	0.00	Q | | | |
0+15	0.0000	0.00	Q | | | |
0+20	0.0000	0.00	Q | | | |
0+25	0.0000	0.00	Q | | | |
0+30	0.0000	0.00	Q | | | |
0+35	0.0000	0.00	Q | | | |
0+40	0.0000	0.00	Q | | | |
0+45	0.0000	0.00	Q | | | |
0+50	0.0000	0.00	Q | | | |
0+55	0.0000	0.00	Q | | | |
1+ 0	0.0000	0.00	Q | | | |
1+ 5	0.0000	0.00	Q | | | |
1+10	0.0000	0.00	Q | | | |
1+15	0.0000	0.00	Q | | | |
1+20	0.0000	0.00	Q | | | |
1+25	0.0006	0.09	Q | | | |
1+30	0.0045	0.57	VQ | | | |
1+35	0.0126	1.17	|VQ | | | |
1+40	0.0230	1.51	| VQ | | | |
1+45	0.0352	1.77	| QV | | | |
1+50	0.0496	2.10	| QV | | | |
1+55	0.0672	2.55	| Q V | | | |
2+ 0	0.0905	3.39	| Q V | | |
2+ 5	0.1285	5.52	| |Q V | | |
2+10	0.1986	10.17	| | | Q V | |
2+15	0.2693	10.27	| | | Q | V |
2+20	0.3054	5.24	| | Q | | V |
2+25	0.3234	2.62	| Q | | | V |
2+30	0.3326	1.33	| Q | | | V|
2+35	0.3350	0.34	Q | | | V|

```
    2+40       0.3355      0.08  Q          |          |          |         V|
    2+45       0.3357      0.02  Q          |          |          |         V|
    2+50       0.3357      0.00  Q          |          |          |         V|
    2+55       0.3357      0.00  Q          |          |          |         V|
    3+ 0       0.3357      0.00  Q          |          |          |         V|
    3+ 5       0.3357      0.00  Q          |          |          |         V|
    3+10       0.3357      0.00  Q          |          |          |         V|
    3+15       0.3357      0.00  Q          |          |          |         V|
    3+20       0.3357      0.00  Q          |          |          |         V|
    3+25       0.3357      0.00  Q          |          |          |         V|
-------------------------------------------------------------------------------
```

```
        U n i t   H y d r o g r a p h   A n a l y s i s

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                Study date  07/24/24

++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
------------------------------------------------------------------------------
San Bernardino County Synthetic Unit Hydrology Method
                Manual date - August 1986

Program License Serial Number 5016
------------------------------------------------------------------------
JN 4113 UNIT HYDROGRAPH
25 YEAR 24 HOUR STORM  POST-DEVELOPED
------------------------------------------------------------------
        Storm Event Year = 25

        Antecedent Moisture Condition = 2

 English (in-lb) Input Units Used

 English Rainfall Data (Inches) Input Values Used

 English Units used in output format

Area averaged rainfall intensity isohyetal data:
        Sub-Area        Duration        Isohyetal
        (Ac.)            (hours)         (In)
Rainfall data for year 10
             3.98           1           0.92
------------------------------------------------------------------
Rainfall data for year 2
             3.98           6           0.27
------------------------------------------------------------------
Rainfall data for year 2
             3.98          24           0.13
------------------------------------------------------------------
Rainfall data for year 100
             3.98           1           1.48
------------------------------------------------------------------
Rainfall data for year 100
             3.98           6           0.62
------------------------------------------------------------------
Rainfall data for year 100
             3.98          24           0.29
------------------------------------------------------------------
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
```

```
******** Area-averaged max loss rate, Fm ********

SCS curve  SCS curve     Area     Area     Fp(Fig C6)    Ap      Fm
No.(AMCII) NO.(AMC 2)    (Ac.)    Fraction     (In/Hr)  (dec.)   (In/Hr)
 32.0      32.0          3.98      1.000     0.978    0.130    0.127

Area-averaged adjusted loss rate Fm (In/Hr) =  0.127

********* Area-Averaged low loss rate fraction, Yb **********
Area       Area          SCS CN    SCS CN      S     Pervious
 (Ac.)      Fract         (AMC2)    (AMC2)           Yield Fr
     0.52   0.130         32.0      32.0       5.71     0.000
     3.46   0.870         98.0      98.0       0.20     0.813

Area-averaged catchment yield fraction, Y =  0.708
Area-averaged low loss fraction, Yb =  0.292
User entry of time of concentration  =   0.175 (hours)
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Watershed area =       3.98(Ac.)
Catchment Lag time =   0.140 hours
Unit interval =   5.000 minutes
Unit interval percentage of lag time = 59.4219
Hydrograph baseflow =     0.00(CFS)
Average maximum watershed loss rate(Fm) =  0.127(In/Hr)
Average low loss rate fraction (Yb) = 0.292 (decimal)
VALLEY DEVELOPED S-Graph Selected
Computed peak 5-minute rainfall =  0.422(In)
Computed peak 30-minute rainfall =  0.864(In)
Specified peak 1-hour rainfall =  1.140(In)
Computed peak 3-hour rainfall =  1.140(In)
Specified peak 6-hour rainfall =  1.141(In)
Specified peak 24-hour rainfall =  1.142(In)

Note: user specified rainfall values used.
Rainfall depth area reduction factors:
Using a total area of       3.98(Ac.) (Ref: fig. E-4)

5-minute factor = 1.000     Adjusted rainfall =  0.422(In)
30-minute factor = 1.000    Adjusted rainfall =  0.864(In)
1-hour factor = 1.000       Adjusted rainfall =  1.140(In)
3-hour factor = 1.000       Adjusted rainfall =  1.140(In)
6-hour factor = 1.000       Adjusted rainfall =  1.141(In)
24-hour factor = 1.000      Adjusted rainfall =  1.142(In)
----------------------------------------------------------------------
                        U n i t  H y d r o g r a p h
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Interval          'S' Graph          Unit Hydrograph
Number            Mean values             ((CFS))
----------------------------------------------------------------------
                (K =        48.13 (CFS))
```

1	6.397	3.079
2	40.927	16.620
3	81.152	19.361
4	95.299	6.810
5	98.613	1.595
6	100.000	0.668

Total soil rain loss = 0.13(In)
Total effective rainfall = 1.01(In)
Peak flow rate in flood hydrograph = 10.27(CFS)

++

24 - H O U R S T O R M
R u n o f f H y d r o g r a p h

Hydrograph in 5 Minute intervals ((CFS))

Time(h+m)	Volume Ac.Ft	Q(CFS)	0	5.0	10.0	15.0	20.0
0+ 5	0.0000	0.00	Q				
0+10	0.0000	0.00	Q				
0+15	0.0000	0.00	Q				
0+20	0.0000	0.00	Q				
0+25	0.0000	0.00	Q				
0+30	0.0000	0.00	Q				
0+35	0.0000	0.00	Q				
0+40	0.0000	0.00	Q				
0+45	0.0000	0.00	Q				
0+50	0.0000	0.00	Q				
0+55	0.0000	0.00	Q				
1+ 0	0.0000	0.00	Q				
1+ 5	0.0000	0.00	Q				
1+10	0.0000	0.00	Q				
1+15	0.0000	0.00	Q				
1+20	0.0000	0.00	Q				
1+25	0.0000	0.00	Q				
1+30	0.0000	0.00	Q				
1+35	0.0000	0.00	Q				
1+40	0.0000	0.00	Q				
1+45	0.0000	0.00	Q				
1+50	0.0000	0.00	Q				
1+55	0.0000	0.00	Q				
2+ 0	0.0000	0.00	Q				
2+ 5	0.0000	0.00	Q				
2+10	0.0000	0.00	Q				
2+15	0.0000	0.00	Q				
2+20	0.0000	0.00	Q				
2+25	0.0000	0.00	Q				

2+30	0.0000	0.00	Q				
2+35	0.0000	0.00	Q				
2+40	0.0000	0.00	Q				
2+45	0.0000	0.00	Q				
2+50	0.0000	0.00	Q				
2+55	0.0000	0.00	Q				
3+ 0	0.0000	0.00	Q				
3+ 5	0.0000	0.00	Q				
3+10	0.0000	0.00	Q				
3+15	0.0000	0.00	Q				
3+20	0.0000	0.00	Q				
3+25	0.0000	0.00	Q				
3+30	0.0000	0.00	Q				
3+35	0.0000	0.00	Q				
3+40	0.0000	0.00	Q				
3+45	0.0000	0.00	Q				
3+50	0.0000	0.00	Q				
3+55	0.0000	0.00	Q				
4+ 0	0.0000	0.00	Q				
4+ 5	0.0000	0.00	Q				
4+10	0.0000	0.00	Q				
4+15	0.0000	0.00	Q				
4+20	0.0000	0.00	Q				
4+25	0.0000	0.00	Q				
4+30	0.0000	0.00	Q				
4+35	0.0000	0.00	Q				
4+40	0.0000	0.00	Q				
4+45	0.0000	0.00	Q				
4+50	0.0000	0.00	Q				
4+55	0.0000	0.00	Q				
5+ 0	0.0000	0.00	Q				
5+ 5	0.0000	0.00	Q				
5+10	0.0000	0.00	Q				
5+15	0.0000	0.00	Q				
5+20	0.0000	0.00	Q				
5+25	0.0000	0.00	Q				
5+30	0.0000	0.00	Q				
5+35	0.0000	0.00	Q				
5+40	0.0000	0.00	Q				
5+45	0.0000	0.00	Q				
5+50	0.0000	0.00	Q				
5+55	0.0001	0.00	Q				
6+ 0	0.0001	0.00	Q				
6+ 5	0.0001	0.00	Q				
6+10	0.0001	0.00	Q				
6+15	0.0001	0.00	Q				
6+20	0.0001	0.00	Q				
6+25	0.0001	0.00	Q				
6+30	0.0001	0.00	Q				
6+35	0.0001	0.00	Q				

6+40	0.0001	0.00	Q				
6+45	0.0001	0.00	Q				
6+50	0.0001	0.00	Q				
6+55	0.0001	0.00	Q				
7+ 0	0.0001	0.00	Q				
7+ 5	0.0001	0.00	Q				
7+10	0.0001	0.00	Q				
7+15	0.0001	0.00	Q				
7+20	0.0001	0.00	Q				
7+25	0.0001	0.00	Q				
7+30	0.0001	0.00	Q				
7+35	0.0001	0.00	Q				
7+40	0.0001	0.00	Q				
7+45	0.0001	0.00	Q				
7+50	0.0001	0.00	Q				
7+55	0.0001	0.00	Q				
8+ 0	0.0001	0.00	Q				
8+ 5	0.0001	0.00	Q				
8+10	0.0001	0.00	Q				
8+15	0.0001	0.00	Q				
8+20	0.0001	0.00	Q				
8+25	0.0001	0.00	Q				
8+30	0.0001	0.00	Q				
8+35	0.0001	0.00	Q				
8+40	0.0001	0.00	Q				
8+45	0.0001	0.00	Q				
8+50	0.0001	0.00	Q				
8+55	0.0001	0.00	Q				
9+ 0	0.0001	0.00	Q				
9+ 5	0.0001	0.00	Q				
9+10	0.0001	0.00	Q				
9+15	0.0001	0.00	Q				
9+20	0.0001	0.00	Q				
9+25	0.0001	0.00	Q				
9+30	0.0001	0.00	Q				
9+35	0.0001	0.00	Q				
9+40	0.0001	0.00	Q				
9+45	0.0001	0.00	Q				
9+50	0.0001	0.00	Q				
9+55	0.0001	0.00	Q				
10+ 0	0.0001	0.00	Q				
10+ 5	0.0001	0.00	Q				
10+10	0.0001	0.00	Q				
10+15	0.0001	0.00	Q				
10+20	0.0001	0.00	Q				
10+25	0.0001	0.00	Q				
10+30	0.0001	0.00	Q				
10+35	0.0001	0.00	Q				
10+40	0.0001	0.00	Q				
10+45	0.0001	0.00	Q				

10+50	0.0001	0.00	Q	|	|	|	|
10+55	0.0001	0.00	Q	|	|	|	|
11+ 0	0.0001	0.00	Q	|	|	|	|
11+ 5	0.0001	0.00	Q	|	|	|	|
11+10	0.0001	0.00	Q	|	|	|	|
11+15	0.0001	0.00	Q	|	|	|	|
11+20	0.0001	0.00	Q	|	|	|	|
11+25	0.0001	0.00	Q	|	|	|	|
11+30	0.0001	0.00	Q	|	|	|	|
11+35	0.0001	0.00	Q	|	|	|	|
11+40	0.0001	0.00	Q	|	|	|	|
11+45	0.0001	0.00	Q	|	|	|	|
11+50	0.0001	0.00	Q	|	|	|	|
11+55	0.0002	0.00	Q	|	|	|	|
12+ 0	0.0002	0.00	Q	|	|	|	|
12+ 5	0.0002	0.00	Q	|	|	|	|
12+10	0.0002	0.00	Q	|	|	|	|
12+15	0.0002	0.00	Q	|	|	|	|
12+20	0.0002	0.00	Q	|	|	|	|
12+25	0.0002	0.00	Q	|	|	|	|
12+30	0.0002	0.00	Q	|	|	|	|
12+35	0.0002	0.00	Q	|	|	|	|
12+40	0.0002	0.00	Q	|	|	|	|
12+45	0.0002	0.00	Q	|	|	|	|
12+50	0.0002	0.00	Q	|	|	|	|
12+55	0.0002	0.00	Q	|	|	|	|
13+ 0	0.0002	0.00	Q	|	|	|	|
13+ 5	0.0002	0.00	Q	|	|	|	|
13+10	0.0002	0.00	Q	|	|	|	|
13+15	0.0002	0.00	Q	|	|	|	|
13+20	0.0002	0.00	Q	|	|	|	|
13+25	0.0002	0.00	Q	|	|	|	|
13+30	0.0003	0.00	Q	|	|	|	|
13+35	0.0003	0.00	Q	|	|	|	|
13+40	0.0003	0.00	Q	|	|	|	|
13+45	0.0003	0.00	Q	|	|	|	|
13+50	0.0003	0.00	Q	|	|	|	|
13+55	0.0003	0.00	Q	|	|	|	|
14+ 0	0.0003	0.00	Q	|	|	|	|
14+ 5	0.0003	0.00	Q	|	|	|	|
14+10	0.0003	0.00	Q	|	|	|	|
14+15	0.0003	0.00	Q	|	|	|	|
14+20	0.0003	0.00	Q	|	|	|	|
14+25	0.0003	0.00	Q	|	|	|	|
14+30	0.0003	0.00	Q	|	|	|	|
14+35	0.0003	0.00	Q	|	|	|	|
14+40	0.0003	0.00	Q	|	|	|	|
14+45	0.0003	0.00	Q	|	|	|	|
14+50	0.0003	0.00	Q	|	|	|	|
14+55	0.0003	0.00	Q	|	|	|	|

```
15+ 0       0.0003      0.00  Q          |          |          |          |
15+ 5       0.0003      0.00  Q          |          |          |          |
15+10       0.0003      0.00  Q          |          |          |          |
15+15       0.0003      0.00  Q          |          |          |          |
15+20       0.0003      0.00  Q          |          |          |          |
15+25       0.0009      0.09  Q          |          |          |          |
15+30       0.0048      0.57  VQ         |          |          |          |
15+35       0.0129      1.17  |VQ        |          |          |          |
15+40       0.0233      1.51  | VQ       |          |          |          |
15+45       0.0355      1.77  |  QV      |          |          |          |
15+50       0.0499      2.10  |   QV     |          |          |          |
15+55       0.0675      2.55  |    Q  V  |          |          |          |
16+ 0       0.0908      3.39  |     Q   V          |          |          |
16+ 5       0.1289      5.52  |          |Q   V     |          |          |
16+10       0.1989     10.17  |          |          Q  V       |          |
16+15       0.2697     10.27  |          |          Q          | V        |
16+20       0.3057      5.24  |          Q          |          |     V    |
16+25       0.3238      2.62  |    Q     |          |          |       V  |
16+30       0.3329      1.33  | Q        |          |          |         V|
16+35       0.3353      0.34  Q          |          |          |         V|
16+40       0.3358      0.08  Q          |          |          |         V|
16+45       0.3360      0.02  Q          |          |          |         V|
16+50       0.3360      0.00  Q          |          |          |         V|
16+55       0.3360      0.00  Q          |          |          |         V|
17+ 0       0.3360      0.00  Q          |          |          |         V|
17+ 5       0.3360      0.00  Q          |          |          |         V|
17+10       0.3360      0.00  Q          |          |          |         V|
17+15       0.3360      0.00  Q          |          |          |         V|
17+20       0.3360      0.00  Q          |          |          |         V|
17+25       0.3360      0.00  Q          |          |          |         V|
17+30       0.3360      0.00  Q          |          |          |         V|
17+35       0.3360      0.00  Q          |          |          |         V|
17+40       0.3360      0.00  Q          |          |          |         V|
17+45       0.3361      0.00  Q          |          |          |         V|
17+50       0.3361      0.00  Q          |          |          |         V|
17+55       0.3361      0.00  Q          |          |          |         V|
18+ 0       0.3361      0.00  Q          |          |          |         V|
18+ 5       0.3361      0.00  Q          |          |          |         V|
18+10       0.3361      0.00  Q          |          |          |         V|
18+15       0.3361      0.00  Q          |          |          |         V|
18+20       0.3361      0.00  Q          |          |          |         V|
18+25       0.3361      0.00  Q          |          |          |         V|
18+30       0.3361      0.00  Q          |          |          |         V|
18+35       0.3361      0.00  Q          |          |          |         V|
18+40       0.3361      0.00  Q          |          |          |         V|
18+45       0.3361      0.00  Q          |          |          |         V|
18+50       0.3361      0.00  Q          |          |          |         V|
18+55       0.3361      0.00  Q          |          |          |         V|
19+ 0       0.3361      0.00  Q          |          |          |         V|
19+ 5       0.3361      0.00  Q          |          |          |         V|
```

19+10	0.3361	0.00	Q	|	|	|	V|
19+15	0.3361	0.00	Q	|	|	|	V|
19+20	0.3361	0.00	Q	|	|	|	V|
19+25	0.3361	0.00	Q	|	|	|	V|
19+30	0.3361	0.00	Q	|	|	|	V|
19+35	0.3361	0.00	Q	|	|	|	V|
19+40	0.3361	0.00	Q	|	|	|	V|
19+45	0.3361	0.00	Q	|	|	|	V|
19+50	0.3361	0.00	Q	|	|	|	V|
19+55	0.3361	0.00	Q	|	|	|	V|
20+ 0	0.3361	0.00	Q	|	|	|	V|
20+ 5	0.3361	0.00	Q	|	|	|	V|
20+10	0.3361	0.00	Q	|	|	|	V|
20+15	0.3361	0.00	Q	|	|	|	V|
20+20	0.3361	0.00	Q	|	|	|	V|
20+25	0.3361	0.00	Q	|	|	|	V|
20+30	0.3361	0.00	Q	|	|	|	V|
20+35	0.3361	0.00	Q	|	|	|	V|
20+40	0.3361	0.00	Q	|	|	|	V|
20+45	0.3361	0.00	Q	|	|	|	V|
20+50	0.3361	0.00	Q	|	|	|	V|
20+55	0.3361	0.00	Q	|	|	|	V|
21+ 0	0.3361	0.00	Q	|	|	|	V|
21+ 5	0.3361	0.00	Q	|	|	|	V|
21+10	0.3361	0.00	Q	|	|	|	V|
21+15	0.3361	0.00	Q	|	|	|	V|
21+20	0.3361	0.00	Q	|	|	|	V|
21+25	0.3361	0.00	Q	|	|	|	V|
21+30	0.3361	0.00	Q	|	|	|	V|
21+35	0.3361	0.00	Q	|	|	|	V|
21+40	0.3361	0.00	Q	|	|	|	V|
21+45	0.3361	0.00	Q	|	|	|	V|
21+50	0.3361	0.00	Q	|	|	|	V|
21+55	0.3361	0.00	Q	|	|	|	V|
22+ 0	0.3361	0.00	Q	|	|	|	V|
22+ 5	0.3361	0.00	Q	|	|	|	V|
22+10	0.3361	0.00	Q	|	|	|	V|
22+15	0.3361	0.00	Q	|	|	|	V|
22+20	0.3361	0.00	Q	|	|	|	V|
22+25	0.3361	0.00	Q	|	|	|	V|
22+30	0.3361	0.00	Q	|	|	|	V|
22+35	0.3361	0.00	Q	|	|	|	V|
22+40	0.3361	0.00	Q	|	|	|	V|
22+45	0.3361	0.00	Q	|	|	|	V|
22+50	0.3361	0.00	Q	|	|	|	V|
22+55	0.3362	0.00	Q	|	|	|	V|
23+ 0	0.3362	0.00	Q	|	|	|	V|
23+ 5	0.3362	0.00	Q	|	|	|	V|
23+10	0.3362	0.00	Q	|	|	|	V|
23+15	0.3362	0.00	Q	|	|	|	V|

```
   23+20       0.3362      0.00  Q          |          |          |         V|
   23+25       0.3362      0.00  Q          |          |          |         V|
   23+30       0.3362      0.00  Q          |          |          |         V|
   23+35       0.3362      0.00  Q          |          |          |         V|
   23+40       0.3362      0.00  Q          |          |          |         V|
   23+45       0.3362      0.00  Q          |          |          |         V|
   23+50       0.3362      0.00  Q          |          |          |         V|
   23+55       0.3362      0.00  Q          |          |          |         V|
   24+ 0       0.3362      0.00  Q          |          |          |         V|
   24+ 5       0.3362      0.00  Q          |          |          |         V|
   24+10       0.3362      0.00  Q          |          |          |         V|
   24+15       0.3362      0.00  Q          |          |          |         V|
   24+20       0.3362      0.00  Q          |          |          |         V|
   24+25       0.3362      0.00  Q          |          |          |         V|
-------------------------------------------------------------------------
```

```
        U n i t   H y d r o g r a p h   A n a l y s i s

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                Study date  06/28/24

++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
------------------------------------------------------------------------------
San Bernardino County Synthetic Unit Hydrology Method
                Manual date - August 1986

Program License Serial Number 5016
------------------------------------------------------------------------
JN 4113 UNIT HYDROGRAPH
100 YEAR 3 HOUR STORM  POST-DEVELOPED
------------------------------------------------------------------------
        Storm Event Year = 100

        Antecedent Moisture Condition = 3

 English (in-lb) Input Units Used

 English Rainfall Data (Inches) Input Values Used

 English Units used in output format

Area averaged rainfall intensity isohyetal data:
        Sub-Area        Duration        Isohyetal
        (Ac.)            (hours)         (In)
Rainfall data for year 100
             3.98           1           1.48
------------------------------------------------------------------------
Rainfall data for year 100
             3.98           6           0.62
------------------------------------------------------------------------
Rainfall data for year 100
             3.98          24           0.29
------------------------------------------------------------------------
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++

******** Area-averaged max loss rate, Fm ********
SCS curve  SCS curve     Area     Area     Fp(Fig C6)    Ap      Fm
No.(AMCII) NO.(AMC 3)    (Ac.)    Fraction     (In/Hr)  (dec.)   (In/Hr)
 32.0      52.0          3.98      1.000     0.785    0.130    0.102

Area-averaged adjusted loss rate Fm (In/Hr) =  0.102

********* Area-Averaged low loss rate fraction, Yb **********
Area       Area          SCS CN    SCS CN      S     Pervious
```

```
 (Ac.)      Fract         (AMC2)    (AMC3)           Yield Fr
    0.52   0.130         32.0      52.0       7.41     0.000
    3.46   0.870         98.0      98.0       0.20     0.852

Area-averaged catchment yield fraction, Y =  0.741
Area-averaged low loss fraction, Yb =  0.259
User entry of time of concentration  =   0.175 (hours)
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Watershed area =       3.98(Ac.)
Catchment Lag time =   0.140 hours
Unit interval =   5.000 minutes
Unit interval percentage of lag time = 59.6329
Hydrograph baseflow =     0.00(CFS)
Average maximum watershed loss rate(Fm) =  0.102(In/Hr)
Average low loss rate fraction (Yb) = 0.259 (decimal)
VALLEY DEVELOPED S-Graph Selected
Computed peak 5-minute rainfall =  0.548(In)
Computed peak 30-minute rainfall =  1.122(In)
Specified peak 1-hour rainfall =  1.480(In)
Computed peak 3-hour rainfall =  1.480(In)
Specified peak 6-hour rainfall =  1.481(In)
Specified peak 24-hour rainfall =  1.482(In)

Note: user specified rainfall values used.
Rainfall depth area reduction factors:
Using a total area of       3.98(Ac.) (Ref: fig. E-4)

5-minute factor = 1.000     Adjusted rainfall =  0.548(In)
30-minute factor = 1.000    Adjusted rainfall =  1.121(In)
1-hour factor = 1.000       Adjusted rainfall =  1.480(In)
3-hour factor = 1.000       Adjusted rainfall =  1.480(In)
6-hour factor = 1.000       Adjusted rainfall =  1.481(In)
24-hour factor = 1.000      Adjusted rainfall =  1.482(In)
------------------------------------------------------------------------
                        U n i t  H y d r o g r a p h
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Interval          'S' Graph          Unit Hydrograph
Number            Mean values             ((CFS))
------------------------------------------------------------------------
               (K =        48.13 (CFS))

  1                6.442                   3.101
  2               41.188                  16.724
  3               81.358                  19.335
  4               95.384                   6.751
  5               98.630                   1.562
  6              100.000                   0.659
------------------------------------------------------------------------
Total soil rain loss =      0.10(In)
Total effective rainfall =      1.38(In)
```

Peak flow rate in flood hydrograph = 13.57(CFS)

3 - H O U R S T O R M
R u n o f f H y d r o g r a p h

Hydrograph in 5 Minute intervals ((CFS))

Time(h+m)	Volume Ac.Ft	Q(CFS)	0 5.0 10.0 15.0 20.0
0+ 5	0.0000	0.00	Q
0+10	0.0000	0.00	Q
0+15	0.0000	0.00	Q
0+20	0.0000	0.00	Q
0+25	0.0000	0.00	Q
0+30	0.0000	0.00	Q
0+35	0.0000	0.00	Q
0+40	0.0000	0.00	Q
0+45	0.0000	0.00	Q
0+50	0.0000	0.00	Q
0+55	0.0000	0.00	Q
1+ 0	0.0000	0.00	Q
1+ 5	0.0000	0.00	Q
1+10	0.0000	0.00	Q
1+15	0.0000	0.00	Q
1+20	0.0000	0.00	Q
1+25	0.0009	0.13	Q
1+30	0.0067	0.84	VQ
1+35	0.0186	1.73	V Q
1+40	0.0338	2.20	V Q
1+45	0.0514	2.55	VQ
1+50	0.0719	2.98	QV
1+55	0.0965	3.57	QV
2+ 0	0.1285	4.66	Q V
2+ 5	0.1798	7.44	QV
2+10	0.2728	13.50	V Q
2+15	0.3663	13.57	Q V
2+20	0.4146	7.02	Q V
2+25	0.4395	3.62	Q V
2+30	0.4524	1.86	Q V
2+35	0.4557	0.49	Q V
2+40	0.4565	0.12	Q V
2+45	0.4567	0.03	Q V
2+50	0.4567	0.00	Q V
2+55	0.4567	0.00	Q V
3+ 0	0.4567	0.00	Q V
3+ 5	0.4567	0.00	Q V
3+10	0.4567	0.00	Q V
3+15	0.4567	0.00	Q V
3+20	0.4567	0.00	Q V

```
    3+25       0.4567      0.00  Q         |         |         |         V
-------------------------------------------------------------------------
```

```
        U n i t   H y d r o g r a p h   A n a l y s i s

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                Study date  06/28/24

++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
------------------------------------------------------------------------------
San Bernardino County Synthetic Unit Hydrology Method
                Manual date - August 1986

Program License Serial Number 5016
------------------------------------------------------------------------
JN 4113 UNIT HYDROGRAPH
100 YEAR 24 HOUR STORM  POST-DEVELOPED
------------------------------------------------------------------------
        Storm Event Year = 100

        Antecedent Moisture Condition = 3

 English (in-lb) Input Units Used

 English Rainfall Data (Inches) Input Values Used

 English Units used in output format

Area averaged rainfall intensity isohyetal data:
        Sub-Area        Duration        Isohyetal
        (Ac.)            (hours)         (In)
Rainfall data for year 100
             3.98           1           1.48
------------------------------------------------------------------------
Rainfall data for year 100
             3.98           6           0.62
------------------------------------------------------------------------
Rainfall data for year 100
             3.98          24           0.29
------------------------------------------------------------------------
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++

******** Area-averaged max loss rate, Fm ********
SCS curve  SCS curve     Area     Area     Fp(Fig C6)    Ap      Fm
No.(AMCII) NO.(AMC 3)    (Ac.)    Fraction     (In/Hr)  (dec.)   (In/Hr)
 32.0      52.0          3.98      1.000     0.785    0.130    0.102

Area-averaged adjusted loss rate Fm (In/Hr) =  0.102

********* Area-Averaged low loss rate fraction, Yb **********
Area       Area          SCS CN    SCS CN      S     Pervious
```

```
 (Ac.)      Fract         (AMC2)    (AMC3)           Yield Fr
    0.52   0.130         32.0      52.0       7.41     0.000
    3.46   0.870         98.0      98.0       0.20     0.852

Area-averaged catchment yield fraction, Y =  0.741
Area-averaged low loss fraction, Yb =  0.259
User entry of time of concentration  =   0.175 (hours)
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Watershed area =       3.98(Ac.)
Catchment Lag time =   0.140 hours
Unit interval =   5.000 minutes
Unit interval percentage of lag time = 59.6329
Hydrograph baseflow =     0.00(CFS)
Average maximum watershed loss rate(Fm) =  0.102(In/Hr)
Average low loss rate fraction (Yb) = 0.259 (decimal)
VALLEY DEVELOPED S-Graph Selected
Computed peak 5-minute rainfall =  0.548(In)
Computed peak 30-minute rainfall =  1.122(In)
Specified peak 1-hour rainfall =  1.480(In)
Computed peak 3-hour rainfall =  1.480(In)
Specified peak 6-hour rainfall =  1.481(In)
Specified peak 24-hour rainfall =  1.482(In)

Note: user specified rainfall values used.
Rainfall depth area reduction factors:
Using a total area of       3.98(Ac.) (Ref: fig. E-4)

5-minute factor = 1.000     Adjusted rainfall =  0.548(In)
30-minute factor = 1.000    Adjusted rainfall =  1.121(In)
1-hour factor = 1.000       Adjusted rainfall =  1.480(In)
3-hour factor = 1.000       Adjusted rainfall =  1.480(In)
6-hour factor = 1.000       Adjusted rainfall =  1.481(In)
24-hour factor = 1.000      Adjusted rainfall =  1.482(In)
----------------------------------------------------------------------
                        U n i t  H y d r o g r a p h
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Interval          'S' Graph          Unit Hydrograph
Number            Mean values             ((CFS))
----------------------------------------------------------------------
               (K =        48.13 (CFS))

  1                6.442                   3.101
  2               41.188                  16.724
  3               81.358                  19.335
  4               95.384                   6.751
  5               98.630                   1.562
  6              100.000                   0.659
----------------------------------------------------------------------
Total soil rain loss =      0.10(In)
Total effective rainfall =      1.38(In)
```

Peak flow rate in flood hydrograph = 13.57(CFS)

++

24 - H O U R S T O R M
R u n o f f H y d r o g r a p h

Hydrograph in 5 Minute intervals ((CFS))

Time(h+m)	Volume Ac.Ft	Q(CFS)	0	5.0	10.0	15.0	20.0
0+ 5	0.0000	0.00	Q				
0+10	0.0000	0.00	Q				
0+15	0.0000	0.00	Q				
0+20	0.0000	0.00	Q				
0+25	0.0000	0.00	Q				
0+30	0.0000	0.00	Q				
0+35	0.0000	0.00	Q				
0+40	0.0000	0.00	Q				
0+45	0.0000	0.00	Q				
0+50	0.0000	0.00	Q				
0+55	0.0000	0.00	Q				
1+ 0	0.0000	0.00	Q				
1+ 5	0.0000	0.00	Q				
1+10	0.0000	0.00	Q				
1+15	0.0000	0.00	Q				
1+20	0.0000	0.00	Q				
1+25	0.0000	0.00	Q				
1+30	0.0000	0.00	Q				
1+35	0.0000	0.00	Q				
1+40	0.0000	0.00	Q				
1+45	0.0000	0.00	Q				
1+50	0.0000	0.00	Q				
1+55	0.0000	0.00	Q				
2+ 0	0.0000	0.00	Q				
2+ 5	0.0000	0.00	Q				
2+10	0.0000	0.00	Q				
2+15	0.0000	0.00	Q				
2+20	0.0000	0.00	Q				
2+25	0.0000	0.00	Q				
2+30	0.0000	0.00	Q				
2+35	0.0000	0.00	Q				
2+40	0.0000	0.00	Q				
2+45	0.0000	0.00	Q				
2+50	0.0000	0.00	Q				
2+55	0.0000	0.00	Q				
3+ 0	0.0000	0.00	Q				
3+ 5	0.0000	0.00	Q				
3+10	0.0000	0.00	Q				
3+15	0.0000	0.00	Q				
3+20	0.0000	0.00	Q				

3+25	0.0000	0.00	Q				
3+30	0.0000	0.00	Q				
3+35	0.0000	0.00	Q				
3+40	0.0000	0.00	Q				
3+45	0.0000	0.00	Q				
3+50	0.0000	0.00	Q				
3+55	0.0000	0.00	Q				
4+ 0	0.0000	0.00	Q				
4+ 5	0.0000	0.00	Q				
4+10	0.0000	0.00	Q				
4+15	0.0000	0.00	Q				
4+20	0.0000	0.00	Q				
4+25	0.0000	0.00	Q				
4+30	0.0000	0.00	Q				
4+35	0.0000	0.00	Q				
4+40	0.0000	0.00	Q				
4+45	0.0000	0.00	Q				
4+50	0.0000	0.00	Q				
4+55	0.0000	0.00	Q				
5+ 0	0.0000	0.00	Q				
5+ 5	0.0000	0.00	Q				
5+10	0.0000	0.00	Q				
5+15	0.0000	0.00	Q				
5+20	0.0000	0.00	Q				
5+25	0.0000	0.00	Q				
5+30	0.0000	0.00	Q				
5+35	0.0000	0.00	Q				
5+40	0.0001	0.00	Q				
5+45	0.0001	0.00	Q				
5+50	0.0001	0.00	Q				
5+55	0.0001	0.00	Q				
6+ 0	0.0001	0.00	Q				
6+ 5	0.0001	0.00	Q				
6+10	0.0001	0.00	Q				
6+15	0.0001	0.00	Q				
6+20	0.0001	0.00	Q				
6+25	0.0001	0.00	Q				
6+30	0.0001	0.00	Q				
6+35	0.0001	0.00	Q				
6+40	0.0001	0.00	Q				
6+45	0.0001	0.00	Q				
6+50	0.0001	0.00	Q				
6+55	0.0001	0.00	Q				
7+ 0	0.0001	0.00	Q				
7+ 5	0.0001	0.00	Q				
7+10	0.0001	0.00	Q				
7+15	0.0001	0.00	Q				
7+20	0.0001	0.00	Q				
7+25	0.0001	0.00	Q				
7+30	0.0001	0.00	Q				

7+35	0.0001	0.00	Q				
7+40	0.0001	0.00	Q				
7+45	0.0001	0.00	Q				
7+50	0.0001	0.00	Q				
7+55	0.0001	0.00	Q				
8+ 0	0.0001	0.00	Q				
8+ 5	0.0001	0.00	Q				
8+10	0.0001	0.00	Q				
8+15	0.0001	0.00	Q				
8+20	0.0001	0.00	Q				
8+25	0.0001	0.00	Q				
8+30	0.0001	0.00	Q				
8+35	0.0001	0.00	Q				
8+40	0.0001	0.00	Q				
8+45	0.0001	0.00	Q				
8+50	0.0001	0.00	Q				
8+55	0.0001	0.00	Q				
9+ 0	0.0001	0.00	Q				
9+ 5	0.0001	0.00	Q				
9+10	0.0001	0.00	Q				
9+15	0.0001	0.00	Q				
9+20	0.0001	0.00	Q				
9+25	0.0001	0.00	Q				
9+30	0.0001	0.00	Q				
9+35	0.0001	0.00	Q				
9+40	0.0001	0.00	Q				
9+45	0.0001	0.00	Q				
9+50	0.0001	0.00	Q				
9+55	0.0001	0.00	Q				
10+ 0	0.0001	0.00	Q				
10+ 5	0.0001	0.00	Q				
10+10	0.0001	0.00	Q				
10+15	0.0001	0.00	Q				
10+20	0.0001	0.00	Q				
10+25	0.0001	0.00	Q				
10+30	0.0001	0.00	Q				
10+35	0.0001	0.00	Q				
10+40	0.0001	0.00	Q				
10+45	0.0001	0.00	Q				
10+50	0.0001	0.00	Q				
10+55	0.0001	0.00	Q				
11+ 0	0.0001	0.00	Q				
11+ 5	0.0001	0.00	Q				
11+10	0.0001	0.00	Q				
11+15	0.0001	0.00	Q				
11+20	0.0001	0.00	Q				
11+25	0.0001	0.00	Q				
11+30	0.0001	0.00	Q				
11+35	0.0001	0.00	Q				
11+40	0.0002	0.00	Q				

```
11+45       0.0002      0.00  Q          |          |          |          |
11+50       0.0002      0.00  Q          |          |          |          |
11+55       0.0002      0.00  Q          |          |          |          |
12+ 0       0.0002      0.00  Q          |          |          |          |
12+ 5       0.0002      0.00  Q          |          |          |          |
12+10       0.0002      0.00  Q          |          |          |          |
12+15       0.0002      0.00  Q          |          |          |          |
12+20       0.0002      0.00  Q          |          |          |          |
12+25       0.0002      0.00  Q          |          |          |          |
12+30       0.0002      0.00  Q          |          |          |          |
12+35       0.0002      0.00  Q          |          |          |          |
12+40       0.0002      0.00  Q          |          |          |          |
12+45       0.0002      0.00  Q          |          |          |          |
12+50       0.0002      0.00  Q          |          |          |          |
12+55       0.0002      0.00  Q          |          |          |          |
13+ 0       0.0002      0.00  Q          |          |          |          |
13+ 5       0.0002      0.00  Q          |          |          |          |
13+10       0.0002      0.00  Q          |          |          |          |
13+15       0.0002      0.00  Q          |          |          |          |
13+20       0.0002      0.00  Q          |          |          |          |
13+25       0.0003      0.00  Q          |          |          |          |
13+30       0.0003      0.00  Q          |          |          |          |
13+35       0.0003      0.00  Q          |          |          |          |
13+40       0.0003      0.00  Q          |          |          |          |
13+45       0.0003      0.00  Q          |          |          |          |
13+50       0.0003      0.00  Q          |          |          |          |
13+55       0.0003      0.00  Q          |          |          |          |
14+ 0       0.0003      0.00  Q          |          |          |          |
14+ 5       0.0003      0.00  Q          |          |          |          |
14+10       0.0003      0.00  Q          |          |          |          |
14+15       0.0003      0.00  Q          |          |          |          |
14+20       0.0003      0.00  Q          |          |          |          |
14+25       0.0003      0.00  Q          |          |          |          |
14+30       0.0003      0.00  Q          |          |          |          |
14+35       0.0003      0.00  Q          |          |          |          |
14+40       0.0003      0.00  Q          |          |          |          |
14+45       0.0003      0.00  Q          |          |          |          |
14+50       0.0003      0.00  Q          |          |          |          |
14+55       0.0003      0.00  Q          |          |          |          |
15+ 0       0.0003      0.00  Q          |          |          |          |
15+ 5       0.0004      0.00  Q          |          |          |          |
15+10       0.0004      0.00  Q          |          |          |          |
15+15       0.0004      0.00  Q          |          |          |          |
15+20       0.0004      0.00  Q          |          |          |          |
15+25       0.0013      0.13  Q          |          |          |          |
15+30       0.0071      0.84  VQ         |          |          |          |
15+35       0.0190      1.73  |V Q       |          |          |          |
15+40       0.0341      2.20  | V Q      |          |          |          |
15+45       0.0517      2.55  |   VQ     |          |          |          |
15+50       0.0722      2.98  |    QV    |          |          |          |
```

```
15+55       0.0968      3.57  |      QV |         |         |         |
16+ 0       0.1289      4.66  |        Q|V        |         |         |
16+ 5       0.1801      7.44  |         |   QV    |         |         |
16+10       0.2731     13.50  |         |         |  V   Q  |         |
16+15       0.3666     13.57  |         |         |      Q  | V       |
16+20       0.4150      7.02  |         |   Q     |         |     V   |
16+25       0.4399      3.62  |      Q  |         |         |       V |
16+30       0.4527      1.86  |  Q      |         |         |         V|
16+35       0.4560      0.49  Q         |         |         |         V|
16+40       0.4568      0.12  Q         |         |         |         V|
16+45       0.4571      0.03  Q         |         |         |         V|
16+50       0.4571      0.00  Q         |         |         |         V|
16+55       0.4571      0.00  Q         |         |         |         V|
17+ 0       0.4571      0.00  Q         |         |         |         V|
17+ 5       0.4571      0.00  Q         |         |         |         V|
17+10       0.4571      0.00  Q         |         |         |         V|
17+15       0.4571      0.00  Q         |         |         |         V|
17+20       0.4571      0.00  Q         |         |         |         V|
17+25       0.4571      0.00  Q         |         |         |         V|
17+30       0.4571      0.00  Q         |         |         |         V|
17+35       0.4571      0.00  Q         |         |         |         V|
17+40       0.4571      0.00  Q         |         |         |         V|
17+45       0.4571      0.00  Q         |         |         |         V|
17+50       0.4571      0.00  Q         |         |         |         V|
17+55       0.4571      0.00  Q         |         |         |         V|
18+ 0       0.4572      0.00  Q         |         |         |         V|
18+ 5       0.4572      0.00  Q         |         |         |         V|
18+10       0.4572      0.00  Q         |         |         |         V|
18+15       0.4572      0.00  Q         |         |         |         V|
18+20       0.4572      0.00  Q         |         |         |         V|
18+25       0.4572      0.00  Q         |         |         |         V|
18+30       0.4572      0.00  Q         |         |         |         V|
18+35       0.4572      0.00  Q         |         |         |         V|
18+40       0.4572      0.00  Q         |         |         |         V|
18+45       0.4572      0.00  Q         |         |         |         V|
18+50       0.4572      0.00  Q         |         |         |         V|
18+55       0.4572      0.00  Q         |         |         |         V|
19+ 0       0.4572      0.00  Q         |         |         |         V|
19+ 5       0.4572      0.00  Q         |         |         |         V|
19+10       0.4572      0.00  Q         |         |         |         V|
19+15       0.4572      0.00  Q         |         |         |         V|
19+20       0.4572      0.00  Q         |         |         |         V|
19+25       0.4572      0.00  Q         |         |         |         V|
19+30       0.4572      0.00  Q         |         |         |         V|
19+35       0.4572      0.00  Q         |         |         |         V|
19+40       0.4572      0.00  Q         |         |         |         V|
19+45       0.4572      0.00  Q         |         |         |         V|
19+50       0.4572      0.00  Q         |         |         |         V|
19+55       0.4572      0.00  Q         |         |         |         V|
20+ 0       0.4572      0.00  Q         |         |         |         V|
```

20+ 5	0.4572	0.00	Q	|	|	|	V|
20+10	0.4572	0.00	Q	|	|	|	V|
20+15	0.4572	0.00	Q	|	|	|	V|
20+20	0.4572	0.00	Q	|	|	|	V|
20+25	0.4572	0.00	Q	|	|	|	V|
20+30	0.4572	0.00	Q	|	|	|	V|
20+35	0.4572	0.00	Q	|	|	|	V|
20+40	0.4572	0.00	Q	|	|	|	V|
20+45	0.4572	0.00	Q	|	|	|	V|
20+50	0.4572	0.00	Q	|	|	|	V|
20+55	0.4572	0.00	Q	|	|	|	V|
21+ 0	0.4572	0.00	Q	|	|	|	V|
21+ 5	0.4572	0.00	Q	|	|	|	V|
21+10	0.4572	0.00	Q	|	|	|	V|
21+15	0.4572	0.00	Q	|	|	|	V|
21+20	0.4572	0.00	Q	|	|	|	V|
21+25	0.4572	0.00	Q	|	|	|	V|
21+30	0.4572	0.00	Q	|	|	|	V|
21+35	0.4572	0.00	Q	|	|	|	V|
21+40	0.4572	0.00	Q	|	|	|	V|
21+45	0.4572	0.00	Q	|	|	|	V|
21+50	0.4572	0.00	Q	|	|	|	V|
21+55	0.4572	0.00	Q	|	|	|	V|
22+ 0	0.4572	0.00	Q	|	|	|	V|
22+ 5	0.4572	0.00	Q	|	|	|	V|
22+10	0.4572	0.00	Q	|	|	|	V|
22+15	0.4572	0.00	Q	|	|	|	V|
22+20	0.4572	0.00	Q	|	|	|	V|
22+25	0.4572	0.00	Q	|	|	|	V|
22+30	0.4572	0.00	Q	|	|	|	V|
22+35	0.4572	0.00	Q	|	|	|	V|
22+40	0.4572	0.00	Q	|	|	|	V|
22+45	0.4572	0.00	Q	|	|	|	V|
22+50	0.4572	0.00	Q	|	|	|	V|
22+55	0.4572	0.00	Q	|	|	|	V|
23+ 0	0.4572	0.00	Q	|	|	|	V|
23+ 5	0.4572	0.00	Q	|	|	|	V|
23+10	0.4572	0.00	Q	|	|	|	V|
23+15	0.4572	0.00	Q	|	|	|	V|
23+20	0.4572	0.00	Q	|	|	|	V|
23+25	0.4572	0.00	Q	|	|	|	V|
23+30	0.4572	0.00	Q	|	|	|	V|
23+35	0.4572	0.00	Q	|	|	|	V|
23+40	0.4572	0.00	Q	|	|	|	V|
23+45	0.4572	0.00	Q	|	|	|	V|
23+50	0.4572	0.00	Q	|	|	|	V|
23+55	0.4572	0.00	Q	|	|	|	V|
24+ 0	0.4572	0.00	Q	|	|	|	V|
24+ 5	0.4572	0.00	Q	|	|	|	V|
24+10	0.4572	0.00	Q	|	|	|	V|

```
   24+15       0.4572      0.00  Q         |         |         |        V|
   24+20       0.4572      0.00  Q         |         |         |        V|
   24+25       0.4572      0.00  Q         |         |         |        V|
-------------------------------------------------------------------------
```

Appendix E

Volume/Outflow Calcs

d = 0.01' (Und. Sys. Begins to Fill) - Gravel Only

V_{Trench} = (72) (29) (0.01) = 20.88 (40% Void) = 8.35 cf = 0.0002 af

Infiltration Rate Per Report 25.6i in/hr

Safety Factor = 3

Design Rate = 25.6/3 = 8.53 in/hr

Q_{Out} = (72) (29) (8.53/12)/((60 m/hr)(60 s/m)) = 0.41 cfs

d = 0.1'

V Trench = (72) (29) (0.1)(40%) = 208.8 (0.40) = 83.5 cf = 0.0019 af

Q_{Out} = 0.41 cfs

d = 1.1' (Und. Sys. – Pipe Begins to Fill) Pipe = 208 LF 7 ft Ø

V Trench = (72) (29) (1.1) = 2,296.8cf

V Pipes - King's Table 7 - 4

$\frac{d}{D} = \frac{0.1}{7} = 0.0167$ Ca= 0.0023 $A = CaD^2 = 0.0023\ (7)^2 = 0.113$ V = 208 (0.113) = 23.44 cf

V Gravel = (V Trench – V Pipes)(40%) = (2,296.8 – 23.44)(0.40) = 358.11 cf

V Total = V pipe + V Gravel = 23.44 + 358.11 = 381.55 cf = 0.0088 af

Q_{Out} = 0.41 cfs

d= 2.75' (Und. Sys. – Pipe 25% Full)

V Trench = (72) (29) (2.75) = 5,742 cf

V Pipes - King's Table 7 - 4

$\frac{d}{D} = \frac{1.75}{7} = 0.25$ Ca= 0.1535 $A = CaD^2 = 0.1535\ (7)^2 = 3.62$ V = 208 (3.62) = 752.96 cf

V Gravel = (V Trench – V Pipes)(40%) = (5,742 – 752.96)(0.40) = 1,995.62 cf

V Total = V pipe + V Gravel = 752.99 + 1,995.62 = 2,748.58 cf = 0.0631 af

Q_{Out} = 0.41 cfs

d = 4.50' (Und. Sys. – Pipe 50% Full)

V Trench = (72) (29) (4.50) = 9,396 cf

V Pipes - King's Table 7 - 4

$\frac{d}{D} = \frac{3.50}{7} = 0.50$ Ca= 0.393 $A = CaD^2 = 0.393\ (7)^2 = 19.25$ V = 208 (19.25) = 4,004 cf

V Gravel = (V Trench – V Pipes)(40%) = (9,396 – 4,004)(0.40) = 2,156.8 cf

V Total = V pipe + V Gravel = 4,004 + 2,156.8 = 6,156.8 cf = 0.1413 af

Q_{Out} = 0.41 cf

d = 6.25' (Und. Sys. – Pipe 75% Full)

V Trench = (72) (29) (6.25) = 13,050 cf

V Pipes - King's Table 7 - 4

$\frac{d}{D} = \frac{5.25}{7} = 0.75$ Ca= 0.632 $A = CaD^2 = 0.632\ (7)^2 = 30.97$ V = 208 (30.97) = 6,441.75 cf

V Gravel = (V Trench – V Pipes)(40%) = (13,050 – 6,441.76)(0.40) = 2,643.30 cf

V Total = V pipe + V Gravel = 6,441.76 + 2,643.3 = 9,085.06 cf = 0.2086 af

Q_{Out} = 0.41 cf

d = 8.0' (Und. Sys. – Pipe 100% Full)

V Trench = (72) (29) (8) = 16,704 cf

V Pipes = (Length Pipes)$\pi(r)^2$ = $(208)(3.5)^2\ \pi$ = 8,004.78

V Gravel = (V Trench – V Pipes)(40%) = (16,704 – 8,004.78)(0.40) = 3,479.69 cf

V Total = V pipe + V Gravel = 8,004.78 + 3,479.69 = 11,484.47 cf = 0.2636 af

Q_{Out} = 0.41 cf

d = 8.1' (Und. Sys. – Filling Gravel Just Above Pipe)

V Trench = (72) (29) (8.1) = 16,912.8 cf

V Pipes = (Length Pipes)$\pi(r)^2$ = $(208)(3.5)^2\ \pi$ = 8,004.78

V Gravel = (V Trench – V Pipes)(40%) = (16,912.8 – 8,004.78)(0.40) = 3,563.21 cf

V Total = V pipe + V Gravel = 8,004.78 + 3,563.21 = 11,567.9 cf = 0.2656 af

Q_{Out} = 0.41 cfs

d = 9.0' (Und. Sys. Is Full)

V Trench = (72) (29) (9.0) = 18,792 cf

V Pipes = (Length Pipes)$\pi(r)^2$ = $(208)(3.5)^2\ \pi$ = 8,004.78

V Gravel = (V Trench – V Pipes)(40%) = (18,792 – 8,004.78)(0.40) = 4,314.89 cf

V Total = V pipe + V Gravel = 8,004.78 + 4,314.89 = 12,319.67 cf = 0.2828 af

Q_{Out} = 0.41 cfs

d = 9.1' Overflow/Bubble out of Und. Sys.
0.1' Depth in 12Ø" Outflow pipe)
Insignificant volume Addition

VTotal = 0.2828 af

Kings Tabel 7-14

$Q\ Pipe = \frac{K\ d^{8/3}\ s^{1/2}}{n}$

d = 0.1' D = 1' n = 0.013 s = 0.005

$\frac{d}{D} = \frac{0.1}{1} = 0.1$ K= 0.0097 $Q = \frac{(0.0097)(1)^{8/3}(0.005)^{1/2}}{0.013} = 0.052$

Q Pipe = 0.05 cfs Q system = 0.41cfs

Q total = 0.05 + 0.41 = 0.46 cfs

d = 9.5' Overflow/Bubble out of Und. Sys.
0.5' Depth in 12Ø" Outflow pipe)
Insignificant volume Addition

VTotal = 0.2828 af s=0.005

Kings Tabel 7-14

$Q\ Pipe = \frac{K\ d^{8/3}\ s^{1/2}}{n}$

d = 0.5' D = 1' n = 0.013 s = 0.005

$\frac{d}{D} = \frac{0.5}{1} = 0.5$ K= 0.232 $Q = \frac{(0.232)(1)^{8/3}(0.005)^{1/2}}{0.013} = 1.26cfs$

Q Pipe = 1.26 cfs Q System = 0.41cfs

Q total = 1.26 + 0.41 = 1.67 cfs

d = 10.0' Overflow/Bubble out of Und. Sys.
1.0' Depth in 12Ø" Outflow pipe)
Insignificant volume Addition

VTotal = 0.2828 af s=0.005

Kings Tabel 7-14

$Q\ Pipe = \frac{K\ d^{8/3}\ s^{1/2}}{n}$

d = 1' D = 1' n = 0.013 s= 0.005

$\frac{d}{D} = \frac{1}{1} = 1$ K= 0.463 $Q = \frac{(0.463)(1)^{8/3}(0.005)^{1/2}}{0.013} = 2.51cfs$

Q Pipe = 2.92 cfs Q System = 0.41cfs

Q total = 2.51 + 0.41 = 2.92 cfs

```
                  FLOOD HYDROGRAPH ROUTING PROGRAM
            Copyright (c) CIVILCADD/CIVILDESIGN, 1989 - 2005
                        Study date: 07/24/24
------------------------------------------------------------------------
JN 4113 FLOOD ROUTING
2 YEAR 3 HUR STORM
------------------------------------------------------------------------
Program License Serial Number 5016
------------------------------------------------------------------------
********************* HYDROGRAPH INFORMATION **********************

                From study/file name: 4113UH2Y3H.rte
*****************************HYDROGRAPH DATA*****************************
                Number of intervals =    41
                Time interval =    5.0 (Min.)
                Maximum/Peak flow rate =        4.432 (CFS)
                Total volume =       0.133 (Ac.Ft)
        Status of hydrographs being held in storage
                    Stream 1  Stream 2  Stream 3  Stream 4  Stream 5
        Peak (CFS)      0.000     0.000     0.000     0.000     0.000
        Vol (Ac.Ft)      0.000     0.000     0.000     0.000     0.000
************************************************************************
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.000 to Point/Station        2.000
**** RETARDING BASIN ROUTING ****
________________________________________________________________________
User entry of depth-outflow-storage data
------------------------------------------------------------------------
Total number of inflow hydrograph intervals = 41
Hydrograph time unit =  5.000 (Min.)
Initial depth in storage basin =   0.00(Ft.)
------------------------------------------------------------------------
------------------------------------------------------------------------
Initial basin depth =   0.00 (Ft.)
Initial basin storage =      0.00 (Ac.Ft)
Initial basin outflow =   0.00 (CFS)
------------------------------------------------------------------------
------------------------------------------------------------------------
Depth vs. Storage and Depth vs. Discharge data:
 Basin Depth  Storage    Outflow   (S-O*dt/2)   (S+O*dt/2)
     (Ft.)    (Ac.Ft)    (CFS)     (Ac.Ft)    (Ac.Ft)
------------------------------------------------------------------------
  0.000      0.000      0.000      0.000        0.000
  0.010      0.001      0.410     -0.000        0.002
  0.100      0.002      0.410      0.001        0.003
  1.100      0.009      0.410      0.008        0.010
  2.750      0.063      0.410      0.062        0.064
  4.500      0.141      0.410      0.140        0.142
  6.250      0.209      0.410      0.208        0.210
```

8.000	0.264	0.410	0.263	0.265
8.100	0.266	0.410	0.265	0.267
9.000	0.283	0.410	0.282	0.284
9.100	0.284	0.460	0.282	0.286
9.500	0.285	1.670	0.279	0.291
10.000	0.286	2.920	0.276	0.296

Hydrograph Detention Basin Routing

Graph values: 'I'= unit inflow; 'O'=outflow at time shown

Time (Hours)	Inflow (CFS)	Outflow (CFS)	Storage (Ac.Ft)	.0	1.1	2.22	3.32	4.43	Depth (Ft.)
0.083	0.00	0.00	0.000	O	|	|	|	|	0.00
0.167	0.00	0.00	0.000	O	|	|	|	|	0.00
0.250	0.00	0.00	0.000	O	|	|	|	|	0.00
0.333	0.00	0.00	0.000	O	|	|	|	|	0.00
0.417	0.00	0.00	0.000	O	|	|	|	|	0.00
0.500	0.00	0.00	0.000	O	|	|	|	|	0.00
0.583	0.00	0.00	0.000	O	|	|	|	|	0.00
0.667	0.00	0.00	0.000	O	|	|	|	|	0.00
0.750	0.00	0.00	0.000	O	|	|	|	|	0.00
0.833	0.00	0.00	0.000	O	|	|	|	|	0.00
0.917	0.00	0.00	0.000	O	|	|	|	|	0.00
1.000	0.00	0.00	0.000	O	|	|	|	|	0.00
1.083	0.00	0.00	0.000	O	|	|	|	|	0.00
1.167	0.00	0.00	0.000	O	|	|	|	|	0.00
1.250	0.00	0.00	0.000	O	|	|	|	|	0.00
1.333	0.00	0.00	0.000	O	|	|	|	|	0.00
1.417	0.03	0.02	0.000	O	|	|	|	|	0.00
1.500	0.19	0.13	0.000	OI	|	|	|	|	0.00
1.583	0.40	0.33	0.001	| O	|	|	|	|	0.01
1.667	0.51	0.41	0.001	| OI	|	|	|	|	0.05
1.750	0.59	0.41	0.002	| O I	|	|	|	|	0.15
1.833	0.70	0.41	0.004	| O I	|	|	|	|	0.38
1.917	0.89	0.41	0.007	| O I	|	|	|	|	0.76
2.000	1.26	0.41	0.011	| O | I	|	|	|	1.17
2.083	2.22	0.41	0.020	| O |	I	|	|	1.45
2.167	4.30	0.41	0.040	| O |	|	|	I|	2.05
2.250	4.43	0.41	0.067	| O |	|	|	I	2.84
2.333	2.16	0.41	0.087	| O |	I|	|	|	3.29
2.417	1.00	0.41	0.095	| O I|	|	|	|	3.47
2.500	0.49	0.41	0.097	| OI	|	|	|	3.52
2.583	0.12	0.41	0.097	I O	|	|	|	|	3.51
2.667	0.03	0.41	0.094	I O	|	|	|	|	3.46
2.750	0.01	0.41	0.092	I O	|	|	|	|	3.40
2.833	0.00	0.41	0.089	I O	|	|	|	|	3.33
2.917	0.00	0.41	0.086	I O	|	|	|	|	3.27
3.000	0.00	0.41	0.083	I O	|	|	|	|	3.21

3.083	0.00	0.41	0.081	I O	|	|	|	|	3.14
3.167	0.00	0.41	0.078	I O	|	|	|	|	3.08
3.250	0.00	0.41	0.075	I O	|	|	|	|	3.02
3.333	0.00	0.41	0.072	I O	|	|	|	|	2.95
3.417	0.00	0.41	0.069	I O	|	|	|	|	2.89
3.500	0.00	0.41	0.066	I O	|	|	|	|	2.83
3.583	0.00	0.41	0.064	I O	|	|	|	|	2.76
3.667	0.00	0.41	0.061	I O	|	|	|	|	2.68
3.750	0.00	0.41	0.058	I O	|	|	|	|	2.60
3.833	0.00	0.41	0.055	I O	|	|	|	|	2.51
3.917	0.00	0.41	0.052	I O	|	|	|	|	2.42
4.000	0.00	0.41	0.049	I O	|	|	|	|	2.34
4.083	0.00	0.41	0.047	I O	|	|	|	|	2.25
4.167	0.00	0.41	0.044	I O	|	|	|	|	2.16
4.250	0.00	0.41	0.041	I O	|	|	|	|	2.08
4.333	0.00	0.41	0.038	I O	|	|	|	|	1.99
4.417	0.00	0.41	0.035	I O	|	|	|	|	1.90
4.500	0.00	0.41	0.033	I O	|	|	|	|	1.82
4.583	0.00	0.41	0.030	I O	|	|	|	|	1.73
4.667	0.00	0.41	0.027	I O	|	|	|	|	1.65
4.750	0.00	0.41	0.024	I O	|	|	|	|	1.56
4.833	0.00	0.41	0.021	I O	|	|	|	|	1.47
4.917	0.00	0.41	0.018	I O	|	|	|	|	1.39
5.000	0.00	0.41	0.016	I O	|	|	|	|	1.30
5.083	0.00	0.41	0.013	I O	|	|	|	|	1.21
5.167	0.00	0.41	0.010	I O	|	|	|	|	1.13
5.250	0.00	0.41	0.007	I O	|	|	|	|	0.83
5.333	0.00	0.41	0.004	I O	|	|	|	|	0.43
5.417	0.00	0.41	0.001	I O	|	|	|	|	0.05
5.500	0.00	0.01	0.000	O	|	|	|	|	0.00

**********HYDROGRAPH DATA**********

Number of intervals = 66
Time interval = 5.0 (Min.)
Maximum/Peak flow rate = 0.410 (CFS)
Total volume = 0.133 (Ac.Ft)

Status of hydrographs being held in storage

	Stream 1	Stream 2	Stream 3	Stream 4	Stream 5
Peak (CFS)	0.000	0.000	0.000	0.000	0.000
Vol (Ac.Ft)	0.000	0.000	0.000	0.000	0.000

****

```
                  FLOOD HYDROGRAPH ROUTING PROGRAM
            Copyright (c) CIVILCADD/CIVILDESIGN, 1989 - 2005
                        Study date: 07/24/24
------------------------------------------------------------------------
JN 4113 FLOOD ROUTING
2 YEAR 24 HOUR STORM
------------------------------------------------------------------------
Program License Serial Number 5016
------------------------------------------------------------------------
********************* HYDROGRAPH INFORMATION **********************
                From study/file name: 4113UH2Y24H.rte
****************************HYDROGRAPH DATA****************************
                Number of intervals =   293
                Time interval =    5.0 (Min.)
                Maximum/Peak flow rate =        4.432 (CFS)
                Total volume =       0.134 (Ac.Ft)
        Status of hydrographs being held in storage
                     Stream 1  Stream 2  Stream 3  Stream 4  Stream 5
        Peak (CFS)      0.000     0.000     0.000     0.000     0.000
        Vol (Ac.Ft)      0.000     0.000     0.000     0.000     0.000
************************************************************************
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.000 to Point/Station        2.000
**** RETARDING BASIN ROUTING ****
________________________________________________________________________
User entry of depth-outflow-storage data
------------------------------------------------------------------------
Total number of inflow hydrograph intervals = 293
Hydrograph time unit =  5.000 (Min.)
Initial depth in storage basin =   0.00(Ft.)
------------------------------------------------------------------------
------------------------------------------------------------------------
Initial basin depth =   0.00 (Ft.)
Initial basin storage =      0.00 (Ac.Ft)
Initial basin outflow =   0.00 (CFS)
------------------------------------------------------------------------
------------------------------------------------------------------------
Depth vs. Storage and Depth vs. Discharge data:
 Basin Depth  Storage    Outflow   (S-O*dt/2)   (S+O*dt/2)
     (Ft.)    (Ac.Ft)    (CFS)     (Ac.Ft)    (Ac.Ft)
------------------------------------------------------------------------
  0.000      0.000      0.000      0.000        0.000
  0.010      0.001      0.410     -0.000        0.002
  0.100      0.002      0.410      0.001        0.003
  1.100      0.009      0.410      0.008        0.010
  2.750      0.063      0.410      0.062        0.064
  4.500      0.141      0.410      0.140        0.142
  6.250      0.209      0.410      0.208        0.210
  8.000      0.264      0.410      0.263        0.265
```

8.100	0.266	0.410	0.265	0.267
9.000	0.283	0.410	0.282	0.284
9.100	0.284	0.460	0.282	0.286
9.500	0.285	1.670	0.279	0.291
10.000	0.286	2.920	0.276	0.296

Hydrograph Detention Basin Routing

Graph values: 'I'= unit inflow; 'O'=outflow at time shown

Time (Hours)	Inflow (CFS)	Outflow (CFS)	Storage (Ac.Ft)	.0	1.1	2.22	3.32	4.43	Depth (Ft.)
0.083	0.00	0.00	0.000	O	|	|	|	|	0.00
0.167	0.00	0.00	0.000	O	|	|	|	|	0.00
0.250	0.00	0.00	0.000	O	|	|	|	|	0.00
0.333	0.00	0.00	0.000	O	|	|	|	|	0.00
0.417	0.00	0.00	0.000	O	|	|	|	|	0.00
0.500	0.00	0.00	0.000	O	|	|	|	|	0.00
0.583	0.00	0.00	0.000	O	|	|	|	|	0.00
0.667	0.00	0.00	0.000	O	|	|	|	|	0.00
0.750	0.00	0.00	0.000	O	|	|	|	|	0.00
0.833	0.00	0.00	0.000	O	|	|	|	|	0.00
0.917	0.00	0.00	0.000	O	|	|	|	|	0.00
1.000	0.00	0.00	0.000	O	|	|	|	|	0.00
1.083	0.00	0.00	0.000	O	|	|	|	|	0.00
1.167	0.00	0.00	0.000	O	|	|	|	|	0.00
1.250	0.00	0.00	0.000	O	|	|	|	|	0.00
1.333	0.00	0.00	0.000	O	|	|	|	|	0.00
1.417	0.00	0.00	0.000	O	|	|	|	|	0.00
1.500	0.00	0.00	0.000	O	|	|	|	|	0.00
1.583	0.00	0.00	0.000	O	|	|	|	|	0.00
1.667	0.00	0.00	0.000	O	|	|	|	|	0.00
1.750	0.00	0.00	0.000	O	|	|	|	|	0.00
1.833	0.00	0.00	0.000	O	|	|	|	|	0.00
1.917	0.00	0.00	0.000	O	|	|	|	|	0.00
2.000	0.00	0.00	0.000	O	|	|	|	|	0.00
2.083	0.00	0.00	0.000	O	|	|	|	|	0.00
2.167	0.00	0.00	0.000	O	|	|	|	|	0.00
2.250	0.00	0.00	0.000	O	|	|	|	|	0.00
2.333	0.00	0.00	0.000	O	|	|	|	|	0.00
2.417	0.00	0.00	0.000	O	|	|	|	|	0.00
2.500	0.00	0.00	0.000	O	|	|	|	|	0.00
2.583	0.00	0.00	0.000	O	|	|	|	|	0.00
2.667	0.00	0.00	0.000	O	|	|	|	|	0.00
2.750	0.00	0.00	0.000	O	|	|	|	|	0.00
2.833	0.00	0.00	0.000	O	|	|	|	|	0.00
2.917	0.00	0.00	0.000	O	|	|	|	|	0.00
3.000	0.00	0.00	0.000	O	|	|	|	|	0.00
3.083	0.00	0.00	0.000	O	|	|	|	|	0.00
3.167	0.00	0.00	0.000	O	|	|	|	|	0.00

3.250	0.00	0.00	0.000	O	|	|	|	0.00
3.333	0.00	0.00	0.000	O	|	|	|	0.00
3.417	0.00	0.00	0.000	O	|	|	|	0.00
3.500	0.00	0.00	0.000	O	|	|	|	0.00
3.583	0.00	0.00	0.000	O	|	|	|	0.00
3.667	0.00	0.00	0.000	O	|	|	|	0.00
3.750	0.00	0.00	0.000	O	|	|	|	0.00
3.833	0.00	0.00	0.000	O	|	|	|	0.00
3.917	0.00	0.00	0.000	O	|	|	|	0.00
4.000	0.00	0.00	0.000	O	|	|	|	0.00
4.083	0.00	0.00	0.000	O	|	|	|	0.00
4.167	0.00	0.00	0.000	O	|	|	|	0.00
4.250	0.00	0.00	0.000	O	|	|	|	0.00
4.333	0.00	0.00	0.000	O	|	|	|	0.00
4.417	0.00	0.00	0.000	O	|	|	|	0.00
4.500	0.00	0.00	0.000	O	|	|	|	0.00
4.583	0.00	0.00	0.000	O	|	|	|	0.00
4.667	0.00	0.00	0.000	O	|	|	|	0.00
4.750	0.00	0.00	0.000	O	|	|	|	0.00
4.833	0.00	0.00	0.000	O	|	|	|	0.00
4.917	0.00	0.00	0.000	O	|	|	|	0.00
5.000	0.00	0.00	0.000	O	|	|	|	0.00
5.083	0.00	0.00	0.000	O	|	|	|	0.00
5.167	0.00	0.00	0.000	O	|	|	|	0.00
5.250	0.00	0.00	0.000	O	|	|	|	0.00
5.333	0.00	0.00	0.000	O	|	|	|	0.00
5.417	0.00	0.00	0.000	O	|	|	|	0.00
5.500	0.00	0.00	0.000	O	|	|	|	0.00
5.583	0.00	0.00	0.000	O	|	|	|	0.00
5.667	0.00	0.00	0.000	O	|	|	|	0.00
5.750	0.00	0.00	0.000	O	|	|	|	0.00
5.833	0.00	0.00	0.000	O	|	|	|	0.00
5.917	0.00	0.00	0.000	O	|	|	|	0.00
6.000	0.00	0.00	0.000	O	|	|	|	0.00
6.083	0.00	0.00	0.000	O	|	|	|	0.00
6.167	0.00	0.00	0.000	O	|	|	|	0.00
6.250	0.00	0.00	0.000	O	|	|	|	0.00
6.333	0.00	0.00	0.000	O	|	|	|	0.00
6.417	0.00	0.00	0.000	O	|	|	|	0.00
6.500	0.00	0.00	0.000	O	|	|	|	0.00
6.583	0.00	0.00	0.000	O	|	|	|	0.00
6.667	0.00	0.00	0.000	O	|	|	|	0.00
6.750	0.00	0.00	0.000	O	|	|	|	0.00
6.833	0.00	0.00	0.000	O	|	|	|	0.00
6.917	0.00	0.00	0.000	O	|	|	|	0.00
7.000	0.00	0.00	0.000	O	|	|	|	0.00
7.083	0.00	0.00	0.000	O	|	|	|	0.00
7.167	0.00	0.00	0.000	O	|	|	|	0.00
7.250	0.00	0.00	0.000	O	|	|	|	0.00
7.333	0.00	0.00	0.000	O	|	|	|	0.00

7.417	0.00	0.00	0.000	O				0.00
7.500	0.00	0.00	0.000	O				0.00
7.583	0.00	0.00	0.000	O				0.00
7.667	0.00	0.00	0.000	O				0.00
7.750	0.00	0.00	0.000	O				0.00
7.833	0.00	0.00	0.000	O				0.00
7.917	0.00	0.00	0.000	O				0.00
8.000	0.00	0.00	0.000	O				0.00
8.083	0.00	0.00	0.000	O				0.00
8.167	0.00	0.00	0.000	O				0.00
8.250	0.00	0.00	0.000	O				0.00
8.333	0.00	0.00	0.000	O				0.00
8.417	0.00	0.00	0.000	O				0.00
8.500	0.00	0.00	0.000	O				0.00
8.583	0.00	0.00	0.000	O				0.00
8.667	0.00	0.00	0.000	O				0.00
8.750	0.00	0.00	0.000	O				0.00
8.833	0.00	0.00	0.000	O				0.00
8.917	0.00	0.00	0.000	O				0.00
9.000	0.00	0.00	0.000	O				0.00
9.083	0.00	0.00	0.000	O				0.00
9.167	0.00	0.00	0.000	O				0.00
9.250	0.00	0.00	0.000	O				0.00
9.333	0.00	0.00	0.000	O				0.00
9.417	0.00	0.00	0.000	O				0.00
9.500	0.00	0.00	0.000	O				0.00
9.583	0.00	0.00	0.000	O				0.00
9.667	0.00	0.00	0.000	O				0.00
9.750	0.00	0.00	0.000	O				0.00
9.833	0.00	0.00	0.000	O				0.00
9.917	0.00	0.00	0.000	O				0.00
10.000	0.00	0.00	0.000	O				0.00
10.083	0.00	0.00	0.000	O				0.00
10.167	0.00	0.00	0.000	O				0.00
10.250	0.00	0.00	0.000	O				0.00
10.333	0.00	0.00	0.000	O				0.00
10.417	0.00	0.00	0.000	O				0.00
10.500	0.00	0.00	0.000	O				0.00
10.583	0.00	0.00	0.000	O				0.00
10.667	0.00	0.00	0.000	O				0.00
10.750	0.00	0.00	0.000	O				0.00
10.833	0.00	0.00	0.000	O				0.00
10.917	0.00	0.00	0.000	O				0.00
11.000	0.00	0.00	0.000	O				0.00
11.083	0.00	0.00	0.000	O				0.00
11.167	0.00	0.00	0.000	O				0.00
11.250	0.00	0.00	0.000	O				0.00
11.333	0.00	0.00	0.000	O				0.00
11.417	0.00	0.00	0.000	O				0.00
11.500	0.00	0.00	0.000	O				0.00

11.583	0.00	0.00	0.000	O				0.00
11.667	0.00	0.00	0.000	O				0.00
11.750	0.00	0.00	0.000	O				0.00
11.833	0.00	0.00	0.000	O				0.00
11.917	0.00	0.00	0.000	O				0.00
12.000	0.00	0.00	0.000	O				0.00
12.083	0.00	0.00	0.000	O				0.00
12.167	0.00	0.00	0.000	O				0.00
12.250	0.00	0.00	0.000	O				0.00
12.333	0.00	0.00	0.000	O				0.00
12.417	0.00	0.00	0.000	O				0.00
12.500	0.00	0.00	0.000	O				0.00
12.583	0.00	0.00	0.000	O				0.00
12.667	0.00	0.00	0.000	O				0.00
12.750	0.00	0.00	0.000	O				0.00
12.833	0.00	0.00	0.000	O				0.00
12.917	0.00	0.00	0.000	O				0.00
13.000	0.00	0.00	0.000	O				0.00
13.083	0.00	0.00	0.000	O				0.00
13.167	0.00	0.00	0.000	O				0.00
13.250	0.00	0.00	0.000	O				0.00
13.333	0.00	0.00	0.000	O				0.00
13.417	0.00	0.00	0.000	O				0.00
13.500	0.00	0.00	0.000	O				0.00
13.583	0.00	0.00	0.000	O				0.00
13.667	0.00	0.00	0.000	O				0.00
13.750	0.00	0.00	0.000	O				0.00
13.833	0.00	0.00	0.000	O				0.00
13.917	0.00	0.00	0.000	O				0.00
14.000	0.00	0.00	0.000	O				0.00
14.083	0.00	0.00	0.000	O				0.00
14.167	0.00	0.00	0.000	O				0.00
14.250	0.00	0.00	0.000	O				0.00
14.333	0.00	0.00	0.000	O				0.00
14.417	0.00	0.00	0.000	O				0.00
14.500	0.00	0.00	0.000	O				0.00
14.583	0.00	0.00	0.000	O				0.00
14.667	0.00	0.00	0.000	O				0.00
14.750	0.00	0.00	0.000	O				0.00
14.833	0.00	0.00	0.000	O				0.00
14.917	0.00	0.00	0.000	O				0.00
15.000	0.00	0.00	0.000	O				0.00
15.083	0.00	0.00	0.000	O				0.00
15.167	0.00	0.00	0.000	O				0.00
15.250	0.00	0.00	0.000	O				0.00
15.333	0.00	0.00	0.000	O				0.00
15.417	0.03	0.02	0.000	O				0.00
15.500	0.19	0.13	0.000	OI				0.00
15.583	0.40	0.33	0.001	| O				0.01
15.667	0.51	0.41	0.001	| OI				0.05

15.750	0.59	0.41	0.002	| O I |	|	|	|	0.15
15.833	0.70	0.41	0.004	| O I |	|	|	|	0.38
15.917	0.89	0.41	0.007	| O I |	|	|	|	0.76
16.000	1.26	0.41	0.011	| O |I |	|	|	1.17
16.083	2.22	0.41	0.020	| O | I |	|	1.45
16.167	4.30	0.41	0.040	| O | |	| I|	2.05
16.250	4.43	0.41	0.067	| O | |	| I	2.84
16.333	2.16	0.41	0.087	| O | I|	|	3.29
16.417	1.00	0.41	0.095	| O I|	|	|	3.47
16.500	0.49	0.41	0.097	| OI |	|	|	3.52
16.583	0.12	0.41	0.097	I O |	|	|	|	3.51
16.667	0.03	0.41	0.094	I O |	|	|	|	3.46
16.750	0.01	0.41	0.092	I O |	|	|	|	3.40
16.833	0.00	0.41	0.089	I O |	|	|	|	3.33
16.917	0.00	0.41	0.086	I O |	|	|	|	3.27
17.000	0.00	0.41	0.083	I O |	|	|	|	3.21
17.083	0.00	0.41	0.081	I O |	|	|	|	3.14
17.167	0.00	0.41	0.078	I O |	|	|	|	3.08
17.250	0.00	0.41	0.075	I O |	|	|	|	3.02
17.333	0.00	0.41	0.072	I O |	|	|	|	2.95
17.417	0.00	0.41	0.069	I O |	|	|	|	2.89
17.500	0.00	0.41	0.066	I O |	|	|	|	2.83
17.583	0.00	0.41	0.064	I O |	|	|	|	2.76
17.667	0.00	0.41	0.061	I O |	|	|	|	2.68
17.750	0.00	0.41	0.058	I O |	|	|	|	2.60
17.833	0.00	0.41	0.055	I O |	|	|	|	2.51
17.917	0.00	0.41	0.052	I O |	|	|	|	2.42
18.000	0.00	0.41	0.050	I O |	|	|	|	2.34
18.083	0.00	0.41	0.047	I O |	|	|	|	2.25
18.167	0.00	0.41	0.044	I O |	|	|	|	2.17
18.250	0.00	0.41	0.041	I O |	|	|	|	2.08
18.333	0.00	0.41	0.038	I O |	|	|	|	1.99
18.417	0.00	0.41	0.035	I O |	|	|	|	1.91
18.500	0.00	0.41	0.033	I O |	|	|	|	1.82
18.583	0.00	0.41	0.030	I O |	|	|	|	1.73
18.667	0.00	0.41	0.027	I O |	|	|	|	1.65
18.750	0.00	0.41	0.024	I O |	|	|	|	1.56
18.833	0.00	0.41	0.021	I O |	|	|	|	1.48
18.917	0.00	0.41	0.018	I O |	|	|	|	1.39
19.000	0.00	0.41	0.016	I O |	|	|	|	1.30
19.083	0.00	0.41	0.013	I O |	|	|	|	1.22
19.167	0.00	0.41	0.010	I O |	|	|	|	1.13
19.250	0.00	0.41	0.007	I O |	|	|	|	0.84
19.333	0.00	0.41	0.004	I O |	|	|	|	0.44
19.417	0.00	0.41	0.002	I O |	|	|	|	0.06
19.500	0.00	0.02	0.000	O |	|	|	|	0.00
19.583	0.00	0.00	0.000	O |	|	|	|	0.00
19.667	0.00	0.00	0.000	O |	|	|	|	0.00
19.750	0.00	0.00	0.000	O |	|	|	|	0.00
19.833	0.00	0.00	0.000	O |	|	|	|	0.00

19.917	0.00	0.00	0.000	O				0.00
20.000	0.00	0.00	0.000	O				0.00
20.083	0.00	0.00	0.000	O				0.00
20.167	0.00	0.00	0.000	O				0.00
20.250	0.00	0.00	0.000	O				0.00
20.333	0.00	0.00	0.000	O				0.00
20.417	0.00	0.00	0.000	O				0.00
20.500	0.00	0.00	0.000	O				0.00
20.583	0.00	0.00	0.000	O				0.00
20.667	0.00	0.00	0.000	O				0.00
20.750	0.00	0.00	0.000	O				0.00
20.833	0.00	0.00	0.000	O				0.00
20.917	0.00	0.00	0.000	O				0.00
21.000	0.00	0.00	0.000	O				0.00
21.083	0.00	0.00	0.000	O				0.00
21.167	0.00	0.00	0.000	O				0.00
21.250	0.00	0.00	0.000	O				0.00
21.333	0.00	0.00	0.000	O				0.00
21.417	0.00	0.00	0.000	O				0.00
21.500	0.00	0.00	0.000	O				0.00
21.583	0.00	0.00	0.000	O				0.00
21.667	0.00	0.00	0.000	O				0.00
21.750	0.00	0.00	0.000	O				0.00
21.833	0.00	0.00	0.000	O				0.00
21.917	0.00	0.00	0.000	O				0.00
22.000	0.00	0.00	0.000	O				0.00
22.083	0.00	0.00	0.000	O				0.00
22.167	0.00	0.00	0.000	O				0.00
22.250	0.00	0.00	0.000	O				0.00
22.333	0.00	0.00	0.000	O				0.00
22.417	0.00	0.00	0.000	O				0.00
22.500	0.00	0.00	0.000	O				0.00
22.583	0.00	0.00	0.000	O				0.00
22.667	0.00	0.00	0.000	O				0.00
22.750	0.00	0.00	0.000	O				0.00
22.833	0.00	0.00	0.000	O				0.00
22.917	0.00	0.00	0.000	O				0.00
23.000	0.00	0.00	0.000	O				0.00
23.083	0.00	0.00	0.000	O				0.00
23.167	0.00	0.00	0.000	O				0.00
23.250	0.00	0.00	0.000	O				0.00
23.333	0.00	0.00	0.000	O				0.00
23.417	0.00	0.00	0.000	O				0.00
23.500	0.00	0.00	0.000	O				0.00
23.583	0.00	0.00	0.000	O				0.00
23.667	0.00	0.00	0.000	O				0.00
23.750	0.00	0.00	0.000	O				0.00
23.833	0.00	0.00	0.000	O				0.00
23.917	0.00	0.00	0.000	O				0.00
24.000	0.00	0.00	0.000	O				0.00

```
24.083    0.00    0.00      0.000  O       |       |       |       |     0.00
24.167    0.00    0.00      0.000  O       |       |       |       |     0.00
24.250    0.00    0.00      0.000  O       |       |       |       |     0.00
24.333    0.00    0.00      0.000  O       |       |       |       |     0.00
24.417    0.00    0.00      0.000  O       |       |       |       |     0.00
24.500    0.00    0.00      0.000  O       |       |       |       |     0.00

        ****************************HYDROGRAPH DATA****************************
                       Number of intervals =   294
                       Time interval =    5.0 (Min.)
                       Maximum/Peak flow rate =        0.410 (CFS)
                       Total volume =       0.134 (Ac.Ft)
               Status of hydrographs being held in storage
                          Stream 1  Stream 2  Stream 3  Stream 4  Stream 5
               Peak (CFS)      0.000     0.000     0.000     0.000     0.000
               Vol (Ac.Ft)      0.000     0.000     0.000     0.000     0.000
        ***********************************************************************

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                  FLOOD HYDROGRAPH ROUTING PROGRAM
            Copyright (c) CIVILCADD/CIVILDESIGN, 1989 - 2005
                        Study date: 07/01/24
------------------------------------------------------------------------
JN 4113 FLOOD ROUTING
10 YEAR 3 HOUR STORM
------------------------------------------------------------------------
Program License Serial Number 5016
------------------------------------------------------------------------
********************* HYDROGRAPH INFORMATION **********************
                From study/file name: 4113UH10Y3H.rte
****************************HYDROGRAPH DATA****************************
                Number of intervals =    41
                Time interval =    5.0 (Min.)
                Maximum/Peak flow rate =        8.156 (CFS)
                Total volume =       0.261 (Ac.Ft)
        Status of hydrographs being held in storage
                    Stream 1  Stream 2  Stream 3  Stream 4  Stream 5
        Peak (CFS)      0.000     0.000     0.000     0.000     0.000
        Vol (Ac.Ft)      0.000     0.000     0.000     0.000     0.000
************************************************************************
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.000 to Point/Station        2.000
**** RETARDING BASIN ROUTING ****
________________________________________________________________________
User entry of depth-outflow-storage data
------------------------------------------------------------------------
Total number of inflow hydrograph intervals = 41
Hydrograph time unit =  5.000 (Min.)
Initial depth in storage basin =   0.00(Ft.)
------------------------------------------------------------------------
------------------------------------------------------------------------
Initial basin depth =   0.00 (Ft.)
Initial basin storage =      0.00 (Ac.Ft)
Initial basin outflow =   0.00 (CFS)
------------------------------------------------------------------------
------------------------------------------------------------------------
Depth vs. Storage and Depth vs. Discharge data:
 Basin Depth  Storage    Outflow   (S-O*dt/2)   (S+O*dt/2)
     (Ft.)    (Ac.Ft)    (CFS)     (Ac.Ft)    (Ac.Ft)
------------------------------------------------------------------------
  0.000      0.000      0.000      0.000        0.000
  0.010      0.001      0.410     -0.000        0.002
  0.100      0.002      0.410      0.001        0.003
  1.100      0.009      0.410      0.008        0.010
  2.750      0.063      0.410      0.062        0.064
  4.500      0.141      0.410      0.140        0.142
  6.250      0.209      0.410      0.208        0.210
  8.000      0.264      0.410      0.263        0.265
```

8.100	0.266	0.410	0.265	0.267
9.000	0.283	0.410	0.282	0.284
9.100	0.284	0.460	0.282	0.286
9.500	0.285	1.670	0.279	0.291
10.000	0.286	2.920	0.276	0.296

Hydrograph Detention Basin Routing

Graph values: 'I'= unit inflow; 'O'=outflow at time shown

Time (Hours)	Inflow (CFS)	Outflow (CFS)	Storage (Ac.Ft)	.0 2.0 4.08 6.12 8.16	Depth (Ft.)
0.083	0.00	0.00	0.000	O | | | |	0.00
0.167	0.00	0.00	0.000	O | | | |	0.00
0.250	0.00	0.00	0.000	O | | | |	0.00
0.333	0.00	0.00	0.000	O | | | |	0.00
0.417	0.00	0.00	0.000	O | | | |	0.00
0.500	0.00	0.00	0.000	O | | | |	0.00
0.583	0.00	0.00	0.000	O | | | |	0.00
0.667	0.00	0.00	0.000	O | | | |	0.00
0.750	0.00	0.00	0.000	O | | | |	0.00
0.833	0.00	0.00	0.000	O | | | |	0.00
0.917	0.00	0.00	0.000	O | | | |	0.00
1.000	0.00	0.00	0.000	O | | | |	0.00
1.083	0.00	0.00	0.000	O | | | |	0.00
1.167	0.00	0.00	0.000	O | | | |	0.00
1.250	0.00	0.00	0.000	O | | | |	0.00
1.333	0.00	0.00	0.000	O | | | |	0.00
1.417	0.06	0.04	0.000	O | | | |	0.00
1.500	0.42	0.28	0.001	|O | | |	0.01
1.583	0.86	0.41	0.003	|O I | | |	0.20
1.667	1.12	0.41	0.007	|O I | | |	0.77
1.750	1.32	0.41	0.012	|O I | | |	1.20
1.833	1.58	0.41	0.019	|O I | | |	1.42
1.917	1.95	0.41	0.029	|O I| | |	1.70
2.000	2.61	0.41	0.042	|O | I | |	2.10
2.083	4.32	0.41	0.063	|O | I | |	2.74
2.167	8.04	0.41	0.102	|O | | | I|	3.64
2.250	8.16	0.41	0.155	|O | | | I	4.87
2.333	4.12	0.41	0.195	|O | I | |	5.89
2.417	2.02	0.41	0.213	|O I| | |	6.38
2.500	1.01	0.41	0.221	|O I | | |	6.63
2.583	0.26	0.41	0.222	|O | | | |	6.68
2.667	0.06	0.41	0.221	IO | | | |	6.62
2.750	0.02	0.41	0.218	IO | | | |	6.54
2.833	0.00	0.41	0.215	IO | | | |	6.45
2.917	0.00	0.41	0.213	IO | | | |	6.36
3.000	0.00	0.41	0.210	IO | | | |	6.27
3.083	0.00	0.41	0.207	IO | | | |	6.20
3.167	0.00	0.41	0.204	IO | | | |	6.12

3.250	0.00	0.41	0.201	IO				6.05
3.333	0.00	0.41	0.198	IO				5.98
3.417	0.00	0.41	0.196	IO				5.90
3.500	0.00	0.41	0.193	IO				5.83
3.583	0.00	0.41	0.190	IO				5.76
3.667	0.00	0.41	0.187	IO				5.69
3.750	0.00	0.41	0.184	IO				5.61
3.833	0.00	0.41	0.181	IO				5.54
3.917	0.00	0.41	0.179	IO				5.47
4.000	0.00	0.41	0.176	IO				5.40
4.083	0.00	0.41	0.173	IO				5.32
4.167	0.00	0.41	0.170	IO				5.25
4.250	0.00	0.41	0.167	IO				5.18
4.333	0.00	0.41	0.165	IO				5.11
4.417	0.00	0.41	0.162	IO				5.03
4.500	0.00	0.41	0.159	IO				4.96
4.583	0.00	0.41	0.156	IO				4.89
4.667	0.00	0.41	0.153	IO				4.81
4.750	0.00	0.41	0.150	IO				4.74
4.833	0.00	0.41	0.148	IO				4.67
4.917	0.00	0.41	0.145	IO				4.60
5.000	0.00	0.41	0.142	IO				4.52
5.083	0.00	0.41	0.139	IO				4.46
5.167	0.00	0.41	0.136	IO				4.39
5.250	0.00	0.41	0.133	IO				4.33
5.333	0.00	0.41	0.131	IO				4.27
5.417	0.00	0.41	0.128	IO				4.20
5.500	0.00	0.41	0.125	IO				4.14
5.583	0.00	0.41	0.122	IO				4.08
5.667	0.00	0.41	0.119	IO				4.01
5.750	0.00	0.41	0.117	IO				3.95
5.833	0.00	0.41	0.114	IO				3.89
5.917	0.00	0.41	0.111	IO				3.82
6.000	0.00	0.41	0.108	IO				3.76
6.083	0.00	0.41	0.105	IO				3.70
6.167	0.00	0.41	0.102	IO				3.63
6.250	0.00	0.41	0.100	IO				3.57
6.333	0.00	0.41	0.097	IO				3.51
6.417	0.00	0.41	0.094	IO				3.44
6.500	0.00	0.41	0.091	IO				3.38
6.583	0.00	0.41	0.088	IO				3.32
6.667	0.00	0.41	0.085	IO				3.25
6.750	0.00	0.41	0.083	IO				3.19
6.833	0.00	0.41	0.080	IO				3.13
6.917	0.00	0.41	0.077	IO				3.06
7.000	0.00	0.41	0.074	IO				3.00
7.083	0.00	0.41	0.071	IO				2.94
7.167	0.00	0.41	0.069	IO				2.87
7.250	0.00	0.41	0.066	IO				2.81
7.333	0.00	0.41	0.063	IO				2.75

7.417	0.00	0.41	0.060	IO	|	|	|	2.66
7.500	0.00	0.41	0.057	IO	|	|	|	2.57
7.583	0.00	0.41	0.054	IO	|	|	|	2.49
7.667	0.00	0.41	0.052	IO	|	|	|	2.40
7.750	0.00	0.41	0.049	IO	|	|	|	2.31
7.833	0.00	0.41	0.046	IO	|	|	|	2.23
7.917	0.00	0.41	0.043	IO	|	|	|	2.14
8.000	0.00	0.41	0.040	IO	|	|	|	2.06
8.083	0.00	0.41	0.037	IO	|	|	|	1.97
8.167	0.00	0.41	0.035	IO	|	|	|	1.88
8.250	0.00	0.41	0.032	IO	|	|	|	1.80
8.333	0.00	0.41	0.029	IO	|	|	|	1.71
8.417	0.00	0.41	0.026	IO	|	|	|	1.62
8.500	0.00	0.41	0.023	IO	|	|	|	1.54
8.583	0.00	0.41	0.021	IO	|	|	|	1.45
8.667	0.00	0.41	0.018	IO	|	|	|	1.37
8.750	0.00	0.41	0.015	IO	|	|	|	1.28
8.833	0.00	0.41	0.012	IO	|	|	|	1.19
8.917	0.00	0.41	0.009	IO	|	|	|	1.11
9.000	0.00	0.41	0.006	IO	|	|	|	0.73
9.083	0.00	0.41	0.004	IO	|	|	|	0.32
9.167	0.00	0.37	0.001	IO	|	|	|	0.01
9.250	0.00	0.00	0.000	O	|	|	|	0.00

**********HYDROGRAPH DATA**********

Number of intervals = 111
Time interval = 5.0 (Min.)
Maximum/Peak flow rate = 0.410 (CFS)
Total volume = 0.262 (Ac.Ft)

Status of hydrographs being held in storage

	Stream 1	Stream 2	Stream 3	Stream 4	Stream 5
Peak (CFS)	0.000	0.000	0.000	0.000	0.000
Vol (Ac.Ft)	0.000	0.000	0.000	0.000	0.000

****

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                  FLOOD HYDROGRAPH ROUTING PROGRAM
            Copyright (c) CIVILCADD/CIVILDESIGN, 1989 - 2005
                        Study date: 07/01/24
------------------------------------------------------------------------
JN 4113 FLOOD ROUTING
10 YEAR 24 HOUR STORM
------------------------------------------------------------------------
Program License Serial Number 5016
------------------------------------------------------------------------
********************* HYDROGRAPH INFORMATION **********************
                From study/file name: 4113UH10Y24H.rte
****************************HYDROGRAPH DATA****************************
                Number of intervals =   293
                Time interval =    5.0 (Min.)
                Maximum/Peak flow rate =        8.156 (CFS)
                Total volume =       0.262 (Ac.Ft)
        Status of hydrographs being held in storage
                    Stream 1  Stream 2  Stream 3  Stream 4  Stream 5
        Peak (CFS)      0.000     0.000     0.000     0.000     0.000
        Vol (Ac.Ft)      0.000     0.000     0.000     0.000     0.000
************************************************************************
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.000 to Point/Station        2.000
**** RETARDING BASIN ROUTING ****
________________________________________________________________________
User entry of depth-outflow-storage data
------------------------------------------------------------------------
Total number of inflow hydrograph intervals = 293
Hydrograph time unit =  5.000 (Min.)
Initial depth in storage basin =   0.00(Ft.)
------------------------------------------------------------------------
------------------------------------------------------------------------
Initial basin depth =   0.00 (Ft.)
Initial basin storage =      0.00 (Ac.Ft)
Initial basin outflow =   0.00 (CFS)
------------------------------------------------------------------------
------------------------------------------------------------------------
Depth vs. Storage and Depth vs. Discharge data:
 Basin Depth  Storage    Outflow   (S-O*dt/2)   (S+O*dt/2)
     (Ft.)    (Ac.Ft)    (CFS)     (Ac.Ft)    (Ac.Ft)
------------------------------------------------------------------------
  0.000      0.000      0.000      0.000        0.000
  0.010      0.001      0.410     -0.000        0.002
  0.100      0.002      0.410      0.001        0.003
  1.100      0.009      0.410      0.008        0.010
  2.750      0.063      0.410      0.062        0.064
  4.500      0.141      0.410      0.140        0.142
  6.250      0.209      0.410      0.208        0.210
  8.000      0.264      0.410      0.263        0.265
```

8.100	0.266	0.410	0.265	0.267
9.000	0.283	0.410	0.282	0.284
9.100	0.284	0.460	0.282	0.286
9.500	0.285	1.670	0.279	0.291
10.000	0.286	2.920	0.276	0.296

Hydrograph Detention Basin Routing

Graph values: 'I'= unit inflow; 'O'=outflow at time shown

Time (Hours)	Inflow (CFS)	Outflow (CFS)	Storage (Ac.Ft)	.0	2.0	4.08	6.12	8.16	Depth (Ft.)
0.083	0.00	0.00	0.000	O	|	|	|	|	0.00
0.167	0.00	0.00	0.000	O	|	|	|	|	0.00
0.250	0.00	0.00	0.000	O	|	|	|	|	0.00
0.333	0.00	0.00	0.000	O	|	|	|	|	0.00
0.417	0.00	0.00	0.000	O	|	|	|	|	0.00
0.500	0.00	0.00	0.000	O	|	|	|	|	0.00
0.583	0.00	0.00	0.000	O	|	|	|	|	0.00
0.667	0.00	0.00	0.000	O	|	|	|	|	0.00
0.750	0.00	0.00	0.000	O	|	|	|	|	0.00
0.833	0.00	0.00	0.000	O	|	|	|	|	0.00
0.917	0.00	0.00	0.000	O	|	|	|	|	0.00
1.000	0.00	0.00	0.000	O	|	|	|	|	0.00
1.083	0.00	0.00	0.000	O	|	|	|	|	0.00
1.167	0.00	0.00	0.000	O	|	|	|	|	0.00
1.250	0.00	0.00	0.000	O	|	|	|	|	0.00
1.333	0.00	0.00	0.000	O	|	|	|	|	0.00
1.417	0.00	0.00	0.000	O	|	|	|	|	0.00
1.500	0.00	0.00	0.000	O	|	|	|	|	0.00
1.583	0.00	0.00	0.000	O	|	|	|	|	0.00
1.667	0.00	0.00	0.000	O	|	|	|	|	0.00
1.750	0.00	0.00	0.000	O	|	|	|	|	0.00
1.833	0.00	0.00	0.000	O	|	|	|	|	0.00
1.917	0.00	0.00	0.000	O	|	|	|	|	0.00
2.000	0.00	0.00	0.000	O	|	|	|	|	0.00
2.083	0.00	0.00	0.000	O	|	|	|	|	0.00
2.167	0.00	0.00	0.000	O	|	|	|	|	0.00
2.250	0.00	0.00	0.000	O	|	|	|	|	0.00
2.333	0.00	0.00	0.000	O	|	|	|	|	0.00
2.417	0.00	0.00	0.000	O	|	|	|	|	0.00
2.500	0.00	0.00	0.000	O	|	|	|	|	0.00
2.583	0.00	0.00	0.000	O	|	|	|	|	0.00
2.667	0.00	0.00	0.000	O	|	|	|	|	0.00
2.750	0.00	0.00	0.000	O	|	|	|	|	0.00
2.833	0.00	0.00	0.000	O	|	|	|	|	0.00
2.917	0.00	0.00	0.000	O	|	|	|	|	0.00
3.000	0.00	0.00	0.000	O	|	|	|	|	0.00
3.083	0.00	0.00	0.000	O	|	|	|	|	0.00

3.167	0.00	0.00	0.000	O				0.00
3.250	0.00	0.00	0.000	O				0.00
3.333	0.00	0.00	0.000	O				0.00
3.417	0.00	0.00	0.000	O				0.00
3.500	0.00	0.00	0.000	O				0.00
3.583	0.00	0.00	0.000	O				0.00
3.667	0.00	0.00	0.000	O				0.00
3.750	0.00	0.00	0.000	O				0.00
3.833	0.00	0.00	0.000	O				0.00
3.917	0.00	0.00	0.000	O				0.00
4.000	0.00	0.00	0.000	O				0.00
4.083	0.00	0.00	0.000	O				0.00
4.167	0.00	0.00	0.000	O				0.00
4.250	0.00	0.00	0.000	O				0.00
4.333	0.00	0.00	0.000	O				0.00
4.417	0.00	0.00	0.000	O				0.00
4.500	0.00	0.00	0.000	O				0.00
4.583	0.00	0.00	0.000	O				0.00
4.667	0.00	0.00	0.000	O				0.00
4.750	0.00	0.00	0.000	O				0.00
4.833	0.00	0.00	0.000	O				0.00
4.917	0.00	0.00	0.000	O				0.00
5.000	0.00	0.00	0.000	O				0.00
5.083	0.00	0.00	0.000	O				0.00
5.167	0.00	0.00	0.000	O				0.00
5.250	0.00	0.00	0.000	O				0.00
5.333	0.00	0.00	0.000	O				0.00
5.417	0.00	0.00	0.000	O				0.00
5.500	0.00	0.00	0.000	O				0.00
5.583	0.00	0.00	0.000	O				0.00
5.667	0.00	0.00	0.000	O				0.00
5.750	0.00	0.00	0.000	O				0.00
5.833	0.00	0.00	0.000	O				0.00
5.917	0.00	0.00	0.000	O				0.00
6.000	0.00	0.00	0.000	O				0.00
6.083	0.00	0.00	0.000	O				0.00
6.167	0.00	0.00	0.000	O				0.00
6.250	0.00	0.00	0.000	O				0.00
6.333	0.00	0.00	0.000	O				0.00
6.417	0.00	0.00	0.000	O				0.00
6.500	0.00	0.00	0.000	O				0.00
6.583	0.00	0.00	0.000	O				0.00
6.667	0.00	0.00	0.000	O				0.00
6.750	0.00	0.00	0.000	O				0.00
6.833	0.00	0.00	0.000	O				0.00
6.917	0.00	0.00	0.000	O				0.00
7.000	0.00	0.00	0.000	O				0.00
7.083	0.00	0.00	0.000	O				0.00
7.167	0.00	0.00	0.000	O				0.00
7.250	0.00	0.00	0.000	O				0.00

7.333	0.00	0.00	0.000	O				0.00
7.417	0.00	0.00	0.000	O				0.00
7.500	0.00	0.00	0.000	O				0.00
7.583	0.00	0.00	0.000	O				0.00
7.667	0.00	0.00	0.000	O				0.00
7.750	0.00	0.00	0.000	O				0.00
7.833	0.00	0.00	0.000	O				0.00
7.917	0.00	0.00	0.000	O				0.00
8.000	0.00	0.00	0.000	O				0.00
8.083	0.00	0.00	0.000	O				0.00
8.167	0.00	0.00	0.000	O				0.00
8.250	0.00	0.00	0.000	O				0.00
8.333	0.00	0.00	0.000	O				0.00
8.417	0.00	0.00	0.000	O				0.00
8.500	0.00	0.00	0.000	O				0.00
8.583	0.00	0.00	0.000	O				0.00
8.667	0.00	0.00	0.000	O				0.00
8.750	0.00	0.00	0.000	O				0.00
8.833	0.00	0.00	0.000	O				0.00
8.917	0.00	0.00	0.000	O				0.00
9.000	0.00	0.00	0.000	O				0.00
9.083	0.00	0.00	0.000	O				0.00
9.167	0.00	0.00	0.000	O				0.00
9.250	0.00	0.00	0.000	O				0.00
9.333	0.00	0.00	0.000	O				0.00
9.417	0.00	0.00	0.000	O				0.00
9.500	0.00	0.00	0.000	O				0.00
9.583	0.00	0.00	0.000	O				0.00
9.667	0.00	0.00	0.000	O				0.00
9.750	0.00	0.00	0.000	O				0.00
9.833	0.00	0.00	0.000	O				0.00
9.917	0.00	0.00	0.000	O				0.00
10.000	0.00	0.00	0.000	O				0.00
10.083	0.00	0.00	0.000	O				0.00
10.167	0.00	0.00	0.000	O				0.00
10.250	0.00	0.00	0.000	O				0.00
10.333	0.00	0.00	0.000	O				0.00
10.417	0.00	0.00	0.000	O				0.00
10.500	0.00	0.00	0.000	O				0.00
10.583	0.00	0.00	0.000	O				0.00
10.667	0.00	0.00	0.000	O				0.00
10.750	0.00	0.00	0.000	O				0.00
10.833	0.00	0.00	0.000	O				0.00
10.917	0.00	0.00	0.000	O				0.00
11.000	0.00	0.00	0.000	O				0.00
11.083	0.00	0.00	0.000	O				0.00
11.167	0.00	0.00	0.000	O				0.00
11.250	0.00	0.00	0.000	O				0.00
11.333	0.00	0.00	0.000	O				0.00
11.417	0.00	0.00	0.000	O				0.00

11.500	0.00	0.00	0.000	O	|	|	|	0.00
11.583	0.00	0.00	0.000	O	|	|	|	0.00
11.667	0.00	0.00	0.000	O	|	|	|	0.00
11.750	0.00	0.00	0.000	O	|	|	|	0.00
11.833	0.00	0.00	0.000	O	|	|	|	0.00
11.917	0.00	0.00	0.000	O	|	|	|	0.00
12.000	0.00	0.00	0.000	O	|	|	|	0.00
12.083	0.00	0.00	0.000	O	|	|	|	0.00
12.167	0.00	0.00	0.000	O	|	|	|	0.00
12.250	0.00	0.00	0.000	O	|	|	|	0.00
12.333	0.00	0.00	0.000	O	|	|	|	0.00
12.417	0.00	0.00	0.000	O	|	|	|	0.00
12.500	0.00	0.00	0.000	O	|	|	|	0.00
12.583	0.00	0.00	0.000	O	|	|	|	0.00
12.667	0.00	0.00	0.000	O	|	|	|	0.00
12.750	0.00	0.00	0.000	O	|	|	|	0.00
12.833	0.00	0.00	0.000	O	|	|	|	0.00
12.917	0.00	0.00	0.000	O	|	|	|	0.00
13.000	0.00	0.00	0.000	O	|	|	|	0.00
13.083	0.00	0.00	0.000	O	|	|	|	0.00
13.167	0.00	0.00	0.000	O	|	|	|	0.00
13.250	0.00	0.00	0.000	O	|	|	|	0.00
13.333	0.00	0.00	0.000	O	|	|	|	0.00
13.417	0.00	0.00	0.000	O	|	|	|	0.00
13.500	0.00	0.00	0.000	O	|	|	|	0.00
13.583	0.00	0.00	0.000	O	|	|	|	0.00
13.667	0.00	0.00	0.000	O	|	|	|	0.00
13.750	0.00	0.00	0.000	O	|	|	|	0.00
13.833	0.00	0.00	0.000	O	|	|	|	0.00
13.917	0.00	0.00	0.000	O	|	|	|	0.00
14.000	0.00	0.00	0.000	O	|	|	|	0.00
14.083	0.00	0.00	0.000	O	|	|	|	0.00
14.167	0.00	0.00	0.000	O	|	|	|	0.00
14.250	0.00	0.00	0.000	O	|	|	|	0.00
14.333	0.00	0.00	0.000	O	|	|	|	0.00
14.417	0.00	0.00	0.000	O	|	|	|	0.00
14.500	0.00	0.00	0.000	O	|	|	|	0.00
14.583	0.00	0.00	0.000	O	|	|	|	0.00
14.667	0.00	0.00	0.000	O	|	|	|	0.00
14.750	0.00	0.00	0.000	O	|	|	|	0.00
14.833	0.00	0.00	0.000	O	|	|	|	0.00
14.917	0.00	0.00	0.000	O	|	|	|	0.00
15.000	0.00	0.00	0.000	O	|	|	|	0.00
15.083	0.00	0.00	0.000	O	|	|	|	0.00
15.167	0.00	0.00	0.000	O	|	|	|	0.00
15.250	0.00	0.00	0.000	O	|	|	|	0.00
15.333	0.00	0.00	0.000	O	|	|	|	0.00
15.417	0.06	0.04	0.000	O	|	|	|	0.00
15.500	0.42	0.28	0.001	|O	|	|	|	0.01
15.583	0.86	0.41	0.003	|O I	|	|	|	0.20

```
15.667    1.12    0.41      0.007  |O  I   |        |        |        |      0.77
15.750    1.32    0.41      0.012  |O   I  |        |        |        |      1.20
15.833    1.58    0.41      0.019  |O    I |        |        |        |      1.42
15.917    1.95    0.41      0.029  |O     I|        |        |        |      1.70
16.000    2.61    0.41      0.042  |O       | I     |        |        |      2.10
16.083    4.32    0.41      0.063  |O       |       I        |        |      2.74
16.167    8.04    0.41      0.102  |O       |        |        |      I|      3.64
16.250    8.16    0.41      0.155  |O       |        |        |       I      4.87
16.333    4.12    0.41      0.195  |O       |        I        |        |      5.89
16.417    2.02    0.41      0.213  |O     I|        |        |        |      6.38
16.500    1.01    0.41      0.221  |O I     |        |        |        |      6.63
16.583    0.26    0.41      0.222  |O       |        |        |        |      6.68
16.667    0.06    0.41      0.221  IO       |        |        |        |      6.62
16.750    0.02    0.41      0.218  IO       |        |        |        |      6.54
16.833    0.00    0.41      0.215  IO       |        |        |        |      6.45
16.917    0.00    0.41      0.213  IO       |        |        |        |      6.36
17.000    0.00    0.41      0.210  IO       |        |        |        |      6.27
17.083    0.00    0.41      0.207  IO       |        |        |        |      6.20
17.167    0.00    0.41      0.204  IO       |        |        |        |      6.12
17.250    0.00    0.41      0.201  IO       |        |        |        |      6.05
17.333    0.00    0.41      0.198  IO       |        |        |        |      5.98
17.417    0.00    0.41      0.196  IO       |        |        |        |      5.91
17.500    0.00    0.41      0.193  IO       |        |        |        |      5.83
17.583    0.00    0.41      0.190  IO       |        |        |        |      5.76
17.667    0.00    0.41      0.187  IO       |        |        |        |      5.69
17.750    0.00    0.41      0.184  IO       |        |        |        |      5.62
17.833    0.00    0.41      0.182  IO       |        |        |        |      5.54
17.917    0.00    0.41      0.179  IO       |        |        |        |      5.47
18.000    0.00    0.41      0.176  IO       |        |        |        |      5.40
18.083    0.00    0.41      0.173  IO       |        |        |        |      5.33
18.167    0.00    0.41      0.170  IO       |        |        |        |      5.25
18.250    0.00    0.41      0.167  IO       |        |        |        |      5.18
18.333    0.00    0.41      0.165  IO       |        |        |        |      5.11
18.417    0.00    0.41      0.162  IO       |        |        |        |      5.03
18.500    0.00    0.41      0.159  IO       |        |        |        |      4.96
18.583    0.00    0.41      0.156  IO       |        |        |        |      4.89
18.667    0.00    0.41      0.153  IO       |        |        |        |      4.82
18.750    0.00    0.41      0.150  IO       |        |        |        |      4.74
18.833    0.00    0.41      0.148  IO       |        |        |        |      4.67
18.917    0.00    0.41      0.145  IO       |        |        |        |      4.60
19.000    0.00    0.41      0.142  IO       |        |        |        |      4.53
19.083    0.00    0.41      0.139  IO       |        |        |        |      4.46
19.167    0.00    0.41      0.136  IO       |        |        |        |      4.40
19.250    0.00    0.41      0.134  IO       |        |        |        |      4.33
19.333    0.00    0.41      0.131  IO       |        |        |        |      4.27
19.417    0.00    0.41      0.128  IO       |        |        |        |      4.21
19.500    0.00    0.41      0.125  IO       |        |        |        |      4.14
19.583    0.00    0.41      0.122  IO       |        |        |        |      4.08
19.667    0.00    0.41      0.119  IO       |        |        |        |      4.02
19.750    0.00    0.41      0.117  IO       |        |        |        |      3.95
```

19.833	0.00	0.41	0.114	IO				3.89
19.917	0.00	0.41	0.111	IO				3.83
20.000	0.00	0.41	0.108	IO				3.76
20.083	0.00	0.41	0.105	IO				3.70
20.167	0.00	0.41	0.103	IO				3.64
20.250	0.00	0.41	0.100	IO				3.57
20.333	0.00	0.41	0.097	IO				3.51
20.417	0.00	0.41	0.094	IO				3.45
20.500	0.00	0.41	0.091	IO				3.38
20.583	0.00	0.41	0.088	IO				3.32
20.667	0.00	0.41	0.086	IO				3.26
20.750	0.00	0.41	0.083	IO				3.19
20.833	0.00	0.41	0.080	IO				3.13
20.917	0.00	0.41	0.077	IO				3.07
21.000	0.00	0.41	0.074	IO				3.00
21.083	0.00	0.41	0.071	IO				2.94
21.167	0.00	0.41	0.069	IO				2.88
21.250	0.00	0.41	0.066	IO				2.81
21.333	0.00	0.41	0.063	IO				2.75
21.417	0.00	0.41	0.060	IO				2.66
21.500	0.00	0.41	0.057	IO				2.58
21.583	0.00	0.41	0.055	IO				2.49
21.667	0.00	0.41	0.052	IO				2.40
21.750	0.00	0.41	0.049	IO				2.32
21.833	0.00	0.41	0.046	IO				2.23
21.917	0.00	0.41	0.043	IO				2.15
22.000	0.00	0.41	0.040	IO				2.06
22.083	0.00	0.41	0.038	IO				1.97
22.167	0.00	0.41	0.035	IO				1.89
22.250	0.00	0.41	0.032	IO				1.80
22.333	0.00	0.41	0.029	IO				1.71
22.417	0.00	0.41	0.026	IO				1.63
22.500	0.00	0.41	0.023	IO				1.54
22.583	0.00	0.41	0.021	IO				1.46
22.667	0.00	0.41	0.018	IO				1.37
22.750	0.00	0.41	0.015	IO				1.28
22.833	0.00	0.41	0.012	IO				1.20
22.917	0.00	0.41	0.009	IO				1.11
23.000	0.00	0.41	0.007	IO				0.75
23.083	0.00	0.41	0.004	IO				0.34
23.167	0.00	0.39	0.001	IO				0.01
23.250	0.00	0.00	0.000	O				0.00
23.333	0.00	0.01	0.000	O				0.00
23.417	0.00	0.00	0.000	O				0.00
23.500	0.00	0.00	0.000	O				0.00
23.583	0.00	0.00	0.000	O				0.00
23.667	0.00	0.00	0.000	O				0.00
23.750	0.00	0.00	0.000	O				0.00
23.833	0.00	0.00	0.000	O				0.00
23.917	0.00	0.00	0.000	O				0.00

24.000	0.00	0.00	0.000	O	|	|	|	|	0.00
24.083	0.00	0.00	0.000	O	|	|	|	|	0.00
24.167	0.00	0.00	0.000	O	|	|	|	|	0.00
24.250	0.00	0.00	0.000	O	|	|	|	|	0.00
24.333	0.00	0.00	0.000	O	|	|	|	|	0.00
24.417	0.00	0.00	0.000	O	|	|	|	|	0.00
24.500	0.00	0.00	0.000	O	|	|	|	|	0.00

**********HYDROGRAPH DATA**********

Number of intervals = 294
Time interval = 5.0 (Min.)
Maximum/Peak flow rate = 0.410 (CFS)
Total volume = 0.262 (Ac.Ft)

Status of hydrographs being held in storage

	Stream 1	Stream 2	Stream 3	Stream 4	Stream 5
Peak (CFS)	0.000	0.000	0.000	0.000	0.000
Vol (Ac.Ft)	0.000	0.000	0.000	0.000	0.000

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                  FLOOD HYDROGRAPH ROUTING PROGRAM
            Copyright (c) CIVILCADD/CIVILDESIGN, 1989 - 2005
                        Study date: 07/24/24
------------------------------------------------------------------------
JN 4113 FLOOD ROUTING
25 YEAR 3 HOUR STORM
------------------------------------------------------------------------
Program License Serial Number 5016
------------------------------------------------------------------------
********************* HYDROGRAPH INFORMATION **********************
                From study/file name: 4113UH25Y3H.rte
*****************************HYDROGRAPH DATA*****************************
                Number of intervals =    41
                Time interval =    5.0 (Min.)
                Maximum/Peak flow rate =       10.272 (CFS)
                Total volume =       0.336 (Ac.Ft)
        Status of hydrographs being held in storage
                    Stream 1  Stream 2  Stream 3  Stream 4  Stream 5
        Peak (CFS)      0.000     0.000     0.000     0.000     0.000
        Vol (Ac.Ft)      0.000     0.000     0.000     0.000     0.000
************************************************************************
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.000 to Point/Station        2.000
**** RETARDING BASIN ROUTING ****
________________________________________________________________________
User entry of depth-outflow-storage data
------------------------------------------------------------------------
Total number of inflow hydrograph intervals = 41
Hydrograph time unit =  5.000 (Min.)
Initial depth in storage basin =   0.00(Ft.)
------------------------------------------------------------------------
------------------------------------------------------------------------
Initial basin depth =   0.00 (Ft.)
Initial basin storage =      0.00 (Ac.Ft)
Initial basin outflow =   0.00 (CFS)
------------------------------------------------------------------------
------------------------------------------------------------------------
Depth vs. Storage and Depth vs. Discharge data:
 Basin Depth  Storage    Outflow   (S-O*dt/2)   (S+O*dt/2)
     (Ft.)    (Ac.Ft)    (CFS)     (Ac.Ft)    (Ac.Ft)
------------------------------------------------------------------------
  0.000      0.000      0.000      0.000        0.000
  0.010      0.001      0.410     -0.000        0.002
  0.100      0.002      0.410      0.001        0.003
  1.100      0.009      0.410      0.008        0.010
  2.750      0.063      0.410      0.062        0.064
  4.500      0.141      0.410      0.140        0.142
  6.250      0.209      0.410      0.208        0.210
  8.000      0.264      0.410      0.263        0.265
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8.100	0.266	0.410	0.265	0.267
9.000	0.283	0.410	0.282	0.284
9.100	0.284	0.460	0.282	0.286
9.500	0.285	1.670	0.279	0.291
10.000	0.286	2.920	0.276	0.296

Hydrograph Detention Basin Routing

Graph values: 'I'= unit inflow; 'O'=outflow at time shown

Time (Hours)	Inflow (CFS)	Outflow (CFS)	Storage (Ac.Ft)	.0 2.6 5.14 7.70 10.27	Depth (Ft.)
0.083	0.00	0.00	0.000	O | | | |	0.00
0.167	0.00	0.00	0.000	O | | | |	0.00
0.250	0.00	0.00	0.000	O | | | |	0.00
0.333	0.00	0.00	0.000	O | | | |	0.00
0.417	0.00	0.00	0.000	O | | | |	0.00
0.500	0.00	0.00	0.000	O | | | |	0.00
0.583	0.00	0.00	0.000	O | | | |	0.00
0.667	0.00	0.00	0.000	O | | | |	0.00
0.750	0.00	0.00	0.000	O | | | |	0.00
0.833	0.00	0.00	0.000	O | | | |	0.00
0.917	0.00	0.00	0.000	O | | | |	0.00
1.000	0.00	0.00	0.000	O | | | |	0.00
1.083	0.00	0.00	0.000	O | | | |	0.00
1.167	0.00	0.00	0.000	O | | | |	0.00
1.250	0.00	0.00	0.000	O | | | |	0.00
1.333	0.00	0.00	0.000	O | | | |	0.00
1.417	0.09	0.05	0.000	O | | | |	0.00
1.500	0.57	0.37	0.001	|O | | | |	0.01
1.583	1.17	0.41	0.004	|O I | | | |	0.41
1.667	1.51	0.41	0.011	|O I | | | |	1.15
1.750	1.77	0.41	0.019	|O I | | | |	1.41
1.833	2.10	0.41	0.030	|O I | | | |	1.73
1.917	2.55	0.41	0.043	|O I| | | |	2.13
2.000	3.39	0.41	0.060	|O | I | | |	2.67
2.083	5.52	0.41	0.088	|O | |I | |	3.32
2.167	10.17	0.41	0.139	|O | | | I|	4.47
2.250	10.27	0.41	0.207	|O | | | I	6.20
2.333	5.24	0.41	0.258	|O | | I | |	7.80
2.417	2.62	0.41	0.282	|O | I | | |	8.94
2.500	1.33	2.44	0.286	| I O| | | |	9.81
2.583	0.34	0.41	0.282	|O | | | |	8.92
2.667	0.08	0.41	0.280	IO | | | |	8.85
2.750	0.02	0.41	0.278	IO | | | |	8.72
2.833	0.00	0.41	0.275	IO | | | |	8.58
2.917	0.00	0.41	0.272	IO | | | |	8.43
3.000	0.00	0.41	0.269	IO | | | |	8.28
3.083	0.00	0.41	0.267	IO | | | |	8.13

3.167	0.00	0.41	0.264	IO				7.99
3.250	0.00	0.41	0.261	IO				7.90
3.333	0.00	0.41	0.258	IO				7.81
3.417	0.00	0.41	0.255	IO				7.72
3.500	0.00	0.41	0.252	IO				7.63
3.583	0.00	0.41	0.250	IO				7.54
3.667	0.00	0.41	0.247	IO				7.45
3.750	0.00	0.41	0.244	IO				7.36
3.833	0.00	0.41	0.241	IO				7.27
3.917	0.00	0.41	0.238	IO				7.18
4.000	0.00	0.41	0.235	IO				7.09
4.083	0.00	0.41	0.233	IO				7.00
4.167	0.00	0.41	0.230	IO				6.91
4.250	0.00	0.41	0.227	IO				6.82
4.333	0.00	0.41	0.224	IO				6.73
4.417	0.00	0.41	0.221	IO				6.64
4.500	0.00	0.41	0.219	IO				6.55
4.583	0.00	0.41	0.216	IO				6.46
4.667	0.00	0.41	0.213	IO				6.37
4.750	0.00	0.41	0.210	IO				6.28
4.833	0.00	0.41	0.207	IO				6.20
4.917	0.00	0.41	0.204	IO				6.13
5.000	0.00	0.41	0.202	IO				6.06
5.083	0.00	0.41	0.199	IO				5.99
5.167	0.00	0.41	0.196	IO				5.91
5.250	0.00	0.41	0.193	IO				5.84
5.333	0.00	0.41	0.190	IO				5.77
5.417	0.00	0.41	0.187	IO				5.70
5.500	0.00	0.41	0.185	IO				5.62
5.583	0.00	0.41	0.182	IO				5.55
5.667	0.00	0.41	0.179	IO				5.48
5.750	0.00	0.41	0.176	IO				5.41
5.833	0.00	0.41	0.173	IO				5.33
5.917	0.00	0.41	0.171	IO				5.26
6.000	0.00	0.41	0.168	IO				5.19
6.083	0.00	0.41	0.165	IO				5.11
6.167	0.00	0.41	0.162	IO				5.04
6.250	0.00	0.41	0.159	IO				4.97
6.333	0.00	0.41	0.156	IO				4.90
6.417	0.00	0.41	0.154	IO				4.82
6.500	0.00	0.41	0.151	IO				4.75
6.583	0.00	0.41	0.148	IO				4.68
6.667	0.00	0.41	0.145	IO				4.61
6.750	0.00	0.41	0.142	IO				4.53
6.833	0.00	0.41	0.139	IO				4.47
6.917	0.00	0.41	0.137	IO				4.40
7.000	0.00	0.41	0.134	IO				4.34
7.083	0.00	0.41	0.131	IO				4.28
7.167	0.00	0.41	0.128	IO				4.21
7.250	0.00	0.41	0.125	IO				4.15

7.333	0.00	0.41	0.123	IO	|	|	|	4.09
7.417	0.00	0.41	0.120	IO	|	|	|	4.02
7.500	0.00	0.41	0.117	IO	|	|	|	3.96
7.583	0.00	0.41	0.114	IO	|	|	|	3.90
7.667	0.00	0.41	0.111	IO	|	|	|	3.83
7.750	0.00	0.41	0.108	IO	|	|	|	3.77
7.833	0.00	0.41	0.106	IO	|	|	|	3.71
7.917	0.00	0.41	0.103	IO	|	|	|	3.64
8.000	0.00	0.41	0.100	IO	|	|	|	3.58
8.083	0.00	0.41	0.097	IO	|	|	|	3.52
8.167	0.00	0.41	0.094	IO	|	|	|	3.45
8.250	0.00	0.41	0.091	IO	|	|	|	3.39
8.333	0.00	0.41	0.089	IO	|	|	|	3.33
8.417	0.00	0.41	0.086	IO	|	|	|	3.26
8.500	0.00	0.41	0.083	IO	|	|	|	3.20
8.583	0.00	0.41	0.080	IO	|	|	|	3.14
8.667	0.00	0.41	0.077	IO	|	|	|	3.07
8.750	0.00	0.41	0.075	IO	|	|	|	3.01
8.833	0.00	0.41	0.072	IO	|	|	|	2.95
8.917	0.00	0.41	0.069	IO	|	|	|	2.88
9.000	0.00	0.41	0.066	IO	|	|	|	2.82
9.083	0.00	0.41	0.063	IO	|	|	|	2.76
9.167	0.00	0.41	0.060	IO	|	|	|	2.67
9.250	0.00	0.41	0.058	IO	|	|	|	2.58
9.333	0.00	0.41	0.055	IO	|	|	|	2.50
9.417	0.00	0.41	0.052	IO	|	|	|	2.41
9.500	0.00	0.41	0.049	IO	|	|	|	2.33
9.583	0.00	0.41	0.046	IO	|	|	|	2.24
9.667	0.00	0.41	0.043	IO	|	|	|	2.15
9.750	0.00	0.41	0.041	IO	|	|	|	2.07
9.833	0.00	0.41	0.038	IO	|	|	|	1.98
9.917	0.00	0.41	0.035	IO	|	|	|	1.89
10.000	0.00	0.41	0.032	IO	|	|	|	1.81
10.083	0.00	0.41	0.029	IO	|	|	|	1.72
10.167	0.00	0.41	0.027	IO	|	|	|	1.64
10.250	0.00	0.41	0.024	IO	|	|	|	1.55
10.333	0.00	0.41	0.021	IO	|	|	|	1.46
10.417	0.00	0.41	0.018	IO	|	|	|	1.38
10.500	0.00	0.41	0.015	IO	|	|	|	1.29
10.583	0.00	0.41	0.012	IO	|	|	|	1.20
10.667	0.00	0.41	0.010	IO	|	|	|	1.12
10.750	0.00	0.41	0.007	IO	|	|	|	0.78
10.833	0.00	0.41	0.004	IO	|	|	|	0.38
10.917	0.00	0.41	0.001	IO	|	|	|	0.02
11.000	0.00	0.00	0.000	O	|	|	|	0.00

**********HYDROGRAPH DATA**********

Number of intervals = 132

Time interval = 5.0 (Min.)

Maximum/Peak flow rate = 2.437 (CFS)

```
                Total volume =       0.336 (Ac.Ft)
        Status of hydrographs being held in storage
                   Stream 1  Stream 2  Stream 3  Stream 4  Stream 5
        Peak (CFS)      0.000     0.000     0.000     0.000     0.000
        Vol (Ac.Ft)      0.000     0.000     0.000     0.000     0.000
****************************************************************************

----------------------------------------------------------------------
```

```
                  FLOOD HYDROGRAPH ROUTING PROGRAM
            Copyright (c) CIVILCADD/CIVILDESIGN, 1989 - 2005
                        Study date: 07/24/24
------------------------------------------------------------------------
JN 4113 FLOOD ROUTING
25 YEAR 24 HOUR STORM
------------------------------------------------------------------------
Program License Serial Number 5016
------------------------------------------------------------------------
********************* HYDROGRAPH INFORMATION **********************
                From study/file name: 4113UH25Y24H.rte
*****************************HYDROGRAPH DATA*****************************
                Number of intervals =   293
                Time interval =    5.0 (Min.)
                Maximum/Peak flow rate =       10.272 (CFS)
                Total volume =       0.336 (Ac.Ft)
        Status of hydrographs being held in storage
                    Stream 1  Stream 2  Stream 3  Stream 4  Stream 5
        Peak (CFS)      0.000     0.000     0.000     0.000     0.000
        Vol (Ac.Ft)      0.000     0.000     0.000     0.000     0.000
************************************************************************
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.000 to Point/Station        2.000
**** RETARDING BASIN ROUTING ****
________________________________________________________________________
User entry of depth-outflow-storage data
------------------------------------------------------------------------
Total number of inflow hydrograph intervals = 293
Hydrograph time unit =  5.000 (Min.)
Initial depth in storage basin =   0.00(Ft.)
------------------------------------------------------------------------
------------------------------------------------------------------------
Initial basin depth =   0.00 (Ft.)
Initial basin storage =      0.00 (Ac.Ft)
Initial basin outflow =   0.00 (CFS)
------------------------------------------------------------------------
------------------------------------------------------------------------
Depth vs. Storage and Depth vs. Discharge data:
 Basin Depth  Storage    Outflow   (S-O*dt/2)   (S+O*dt/2)
     (Ft.)    (Ac.Ft)    (CFS)     (Ac.Ft)    (Ac.Ft)
------------------------------------------------------------------------
  0.000      0.000      0.000      0.000        0.000
  0.010      0.001      0.410     -0.000        0.002
  0.100      0.002      0.410      0.001        0.003
  1.100      0.009      0.410      0.008        0.010
  2.750      0.063      0.410      0.062        0.064
  4.500      0.141      0.410      0.140        0.142
  6.250      0.209      0.410      0.208        0.210
  8.000      0.264      0.410      0.263        0.265
```

8.100	0.266	0.410	0.265	0.267
9.000	0.283	0.410	0.282	0.284
9.100	0.284	0.460	0.282	0.286
9.500	0.285	1.670	0.279	0.291
10.000	0.286	2.920	0.276	0.296

Hydrograph Detention Basin Routing

Graph values: 'I'= unit inflow; 'O'=outflow at time shown

Time (Hours)	Inflow (CFS)	Outflow (CFS)	Storage (Ac.Ft)	.0	2.6	5.14	7.70	10.27	Depth (Ft.)
0.083	0.00	0.00	0.000	O	|	|	|	|	0.00
0.167	0.00	0.00	0.000	O	|	|	|	|	0.00
0.250	0.00	0.00	0.000	O	|	|	|	|	0.00
0.333	0.00	0.00	0.000	O	|	|	|	|	0.00
0.417	0.00	0.00	0.000	O	|	|	|	|	0.00
0.500	0.00	0.00	0.000	O	|	|	|	|	0.00
0.583	0.00	0.00	0.000	O	|	|	|	|	0.00
0.667	0.00	0.00	0.000	O	|	|	|	|	0.00
0.750	0.00	0.00	0.000	O	|	|	|	|	0.00
0.833	0.00	0.00	0.000	O	|	|	|	|	0.00
0.917	0.00	0.00	0.000	O	|	|	|	|	0.00
1.000	0.00	0.00	0.000	O	|	|	|	|	0.00
1.083	0.00	0.00	0.000	O	|	|	|	|	0.00
1.167	0.00	0.00	0.000	O	|	|	|	|	0.00
1.250	0.00	0.00	0.000	O	|	|	|	|	0.00
1.333	0.00	0.00	0.000	O	|	|	|	|	0.00
1.417	0.00	0.00	0.000	O	|	|	|	|	0.00
1.500	0.00	0.00	0.000	O	|	|	|	|	0.00
1.583	0.00	0.00	0.000	O	|	|	|	|	0.00
1.667	0.00	0.00	0.000	O	|	|	|	|	0.00
1.750	0.00	0.00	0.000	O	|	|	|	|	0.00
1.833	0.00	0.00	0.000	O	|	|	|	|	0.00
1.917	0.00	0.00	0.000	O	|	|	|	|	0.00
2.000	0.00	0.00	0.000	O	|	|	|	|	0.00
2.083	0.00	0.00	0.000	O	|	|	|	|	0.00
2.167	0.00	0.00	0.000	O	|	|	|	|	0.00
2.250	0.00	0.00	0.000	O	|	|	|	|	0.00
2.333	0.00	0.00	0.000	O	|	|	|	|	0.00
2.417	0.00	0.00	0.000	O	|	|	|	|	0.00
2.500	0.00	0.00	0.000	O	|	|	|	|	0.00
2.583	0.00	0.00	0.000	O	|	|	|	|	0.00
2.667	0.00	0.00	0.000	O	|	|	|	|	0.00
2.750	0.00	0.00	0.000	O	|	|	|	|	0.00
2.833	0.00	0.00	0.000	O	|	|	|	|	0.00
2.917	0.00	0.00	0.000	O	|	|	|	|	0.00
3.000	0.00	0.00	0.000	O	|	|	|	|	0.00
3.083	0.00	0.00	0.000	O	|	|	|	|	0.00

3.167	0.00	0.00	0.000	O				0.00
3.250	0.00	0.00	0.000	O				0.00
3.333	0.00	0.00	0.000	O				0.00
3.417	0.00	0.00	0.000	O				0.00
3.500	0.00	0.00	0.000	O				0.00
3.583	0.00	0.00	0.000	O				0.00
3.667	0.00	0.00	0.000	O				0.00
3.750	0.00	0.00	0.000	O				0.00
3.833	0.00	0.00	0.000	O				0.00
3.917	0.00	0.00	0.000	O				0.00
4.000	0.00	0.00	0.000	O				0.00
4.083	0.00	0.00	0.000	O				0.00
4.167	0.00	0.00	0.000	O				0.00
4.250	0.00	0.00	0.000	O				0.00
4.333	0.00	0.00	0.000	O				0.00
4.417	0.00	0.00	0.000	O				0.00
4.500	0.00	0.00	0.000	O				0.00
4.583	0.00	0.00	0.000	O				0.00
4.667	0.00	0.00	0.000	O				0.00
4.750	0.00	0.00	0.000	O				0.00
4.833	0.00	0.00	0.000	O				0.00
4.917	0.00	0.00	0.000	O				0.00
5.000	0.00	0.00	0.000	O				0.00
5.083	0.00	0.00	0.000	O				0.00
5.167	0.00	0.00	0.000	O				0.00
5.250	0.00	0.00	0.000	O				0.00
5.333	0.00	0.00	0.000	O				0.00
5.417	0.00	0.00	0.000	O				0.00
5.500	0.00	0.00	0.000	O				0.00
5.583	0.00	0.00	0.000	O				0.00
5.667	0.00	0.00	0.000	O				0.00
5.750	0.00	0.00	0.000	O				0.00
5.833	0.00	0.00	0.000	O				0.00
5.917	0.00	0.00	0.000	O				0.00
6.000	0.00	0.00	0.000	O				0.00
6.083	0.00	0.00	0.000	O				0.00
6.167	0.00	0.00	0.000	O				0.00
6.250	0.00	0.00	0.000	O				0.00
6.333	0.00	0.00	0.000	O				0.00
6.417	0.00	0.00	0.000	O				0.00
6.500	0.00	0.00	0.000	O				0.00
6.583	0.00	0.00	0.000	O				0.00
6.667	0.00	0.00	0.000	O				0.00
6.750	0.00	0.00	0.000	O				0.00
6.833	0.00	0.00	0.000	O				0.00
6.917	0.00	0.00	0.000	O				0.00
7.000	0.00	0.00	0.000	O				0.00
7.083	0.00	0.00	0.000	O				0.00
7.167	0.00	0.00	0.000	O				0.00
7.250	0.00	0.00	0.000	O				0.00

7.333	0.00	0.00	0.000	O				0.00
7.417	0.00	0.00	0.000	O				0.00
7.500	0.00	0.00	0.000	O				0.00
7.583	0.00	0.00	0.000	O				0.00
7.667	0.00	0.00	0.000	O				0.00
7.750	0.00	0.00	0.000	O				0.00
7.833	0.00	0.00	0.000	O				0.00
7.917	0.00	0.00	0.000	O				0.00
8.000	0.00	0.00	0.000	O				0.00
8.083	0.00	0.00	0.000	O				0.00
8.167	0.00	0.00	0.000	O				0.00
8.250	0.00	0.00	0.000	O				0.00
8.333	0.00	0.00	0.000	O				0.00
8.417	0.00	0.00	0.000	O				0.00
8.500	0.00	0.00	0.000	O				0.00
8.583	0.00	0.00	0.000	O				0.00
8.667	0.00	0.00	0.000	O				0.00
8.750	0.00	0.00	0.000	O				0.00
8.833	0.00	0.00	0.000	O				0.00
8.917	0.00	0.00	0.000	O				0.00
9.000	0.00	0.00	0.000	O				0.00
9.083	0.00	0.00	0.000	O				0.00
9.167	0.00	0.00	0.000	O				0.00
9.250	0.00	0.00	0.000	O				0.00
9.333	0.00	0.00	0.000	O				0.00
9.417	0.00	0.00	0.000	O				0.00
9.500	0.00	0.00	0.000	O				0.00
9.583	0.00	0.00	0.000	O				0.00
9.667	0.00	0.00	0.000	O				0.00
9.750	0.00	0.00	0.000	O				0.00
9.833	0.00	0.00	0.000	O				0.00
9.917	0.00	0.00	0.000	O				0.00
10.000	0.00	0.00	0.000	O				0.00
10.083	0.00	0.00	0.000	O				0.00
10.167	0.00	0.00	0.000	O				0.00
10.250	0.00	0.00	0.000	O				0.00
10.333	0.00	0.00	0.000	O				0.00
10.417	0.00	0.00	0.000	O				0.00
10.500	0.00	0.00	0.000	O				0.00
10.583	0.00	0.00	0.000	O				0.00
10.667	0.00	0.00	0.000	O				0.00
10.750	0.00	0.00	0.000	O				0.00
10.833	0.00	0.00	0.000	O				0.00
10.917	0.00	0.00	0.000	O				0.00
11.000	0.00	0.00	0.000	O				0.00
11.083	0.00	0.00	0.000	O				0.00
11.167	0.00	0.00	0.000	O				0.00
11.250	0.00	0.00	0.000	O				0.00
11.333	0.00	0.00	0.000	O				0.00
11.417	0.00	0.00	0.000	O				0.00

11.500	0.00	0.00	0.000	O	|	|	|	0.00
11.583	0.00	0.00	0.000	O	|	|	|	0.00
11.667	0.00	0.00	0.000	O	|	|	|	0.00
11.750	0.00	0.00	0.000	O	|	|	|	0.00
11.833	0.00	0.00	0.000	O	|	|	|	0.00
11.917	0.00	0.00	0.000	O	|	|	|	0.00
12.000	0.00	0.00	0.000	O	|	|	|	0.00
12.083	0.00	0.00	0.000	O	|	|	|	0.00
12.167	0.00	0.00	0.000	O	|	|	|	0.00
12.250	0.00	0.00	0.000	O	|	|	|	0.00
12.333	0.00	0.00	0.000	O	|	|	|	0.00
12.417	0.00	0.00	0.000	O	|	|	|	0.00
12.500	0.00	0.00	0.000	O	|	|	|	0.00
12.583	0.00	0.00	0.000	O	|	|	|	0.00
12.667	0.00	0.00	0.000	O	|	|	|	0.00
12.750	0.00	0.00	0.000	O	|	|	|	0.00
12.833	0.00	0.00	0.000	O	|	|	|	0.00
12.917	0.00	0.00	0.000	O	|	|	|	0.00
13.000	0.00	0.00	0.000	O	|	|	|	0.00
13.083	0.00	0.00	0.000	O	|	|	|	0.00
13.167	0.00	0.00	0.000	O	|	|	|	0.00
13.250	0.00	0.00	0.000	O	|	|	|	0.00
13.333	0.00	0.00	0.000	O	|	|	|	0.00
13.417	0.00	0.00	0.000	O	|	|	|	0.00
13.500	0.00	0.00	0.000	O	|	|	|	0.00
13.583	0.00	0.00	0.000	O	|	|	|	0.00
13.667	0.00	0.00	0.000	O	|	|	|	0.00
13.750	0.00	0.00	0.000	O	|	|	|	0.00
13.833	0.00	0.00	0.000	O	|	|	|	0.00
13.917	0.00	0.00	0.000	O	|	|	|	0.00
14.000	0.00	0.00	0.000	O	|	|	|	0.00
14.083	0.00	0.00	0.000	O	|	|	|	0.00
14.167	0.00	0.00	0.000	O	|	|	|	0.00
14.250	0.00	0.00	0.000	O	|	|	|	0.00
14.333	0.00	0.00	0.000	O	|	|	|	0.00
14.417	0.00	0.00	0.000	O	|	|	|	0.00
14.500	0.00	0.00	0.000	O	|	|	|	0.00
14.583	0.00	0.00	0.000	O	|	|	|	0.00
14.667	0.00	0.00	0.000	O	|	|	|	0.00
14.750	0.00	0.00	0.000	O	|	|	|	0.00
14.833	0.00	0.00	0.000	O	|	|	|	0.00
14.917	0.00	0.00	0.000	O	|	|	|	0.00
15.000	0.00	0.00	0.000	O	|	|	|	0.00
15.083	0.00	0.00	0.000	O	|	|	|	0.00
15.167	0.00	0.00	0.000	O	|	|	|	0.00
15.250	0.00	0.00	0.000	O	|	|	|	0.00
15.333	0.00	0.00	0.000	O	|	|	|	0.00
15.417	0.09	0.05	0.000	O	|	|	|	0.00
15.500	0.57	0.37	0.001	|O	|	|	|	0.01
15.583	1.17	0.41	0.004	|O I	|	|	|	0.41

```
15.667    1.51    0.41      0.011  |O  I   |        |        |        |     1.15
15.750    1.77    0.41      0.019  |O   I  |        |        |        |     1.41
15.833    2.10    0.41      0.030  |O    I |        |        |        |     1.73
15.917    2.55    0.41      0.043  |O     I|        |        |        |     2.13
16.000    3.39    0.41      0.060  |O       | I     |        |        |     2.67
16.083    5.52    0.41      0.088  |O       |       |I       |        |     3.32
16.167   10.17    0.41      0.139  |O       |       |        |      I|     4.47
16.250   10.27    0.41      0.207  |O       |       |        |       I     6.20
16.333    5.24    0.41      0.258  |O       |       I        |        |     7.80
16.417    2.62    0.41      0.282  |O      I        |        |        |     8.94
16.500    1.33    2.44      0.286  |   I  O|        |        |        |     9.81
16.583    0.34    0.41      0.282  |O       |       |        |        |     8.92
16.667    0.08    0.41      0.280  IO       |       |        |        |     8.85
16.750    0.02    0.41      0.278  IO       |       |        |        |     8.72
16.833    0.00    0.41      0.275  IO       |       |        |        |     8.58
16.917    0.00    0.41      0.272  IO       |       |        |        |     8.43
17.000    0.00    0.41      0.269  IO       |       |        |        |     8.28
17.083    0.00    0.41      0.267  IO       |       |        |        |     8.13
17.167    0.00    0.41      0.264  IO       |       |        |        |     7.99
17.250    0.00    0.41      0.261  IO       |       |        |        |     7.90
17.333    0.00    0.41      0.258  IO       |       |        |        |     7.81
17.417    0.00    0.41      0.255  IO       |       |        |        |     7.72
17.500    0.00    0.41      0.252  IO       |       |        |        |     7.63
17.583    0.00    0.41      0.250  IO       |       |        |        |     7.54
17.667    0.00    0.41      0.247  IO       |       |        |        |     7.45
17.750    0.00    0.41      0.244  IO       |       |        |        |     7.36
17.833    0.00    0.41      0.241  IO       |       |        |        |     7.27
17.917    0.00    0.41      0.238  IO       |       |        |        |     7.18
18.000    0.00    0.41      0.236  IO       |       |        |        |     7.09
18.083    0.00    0.41      0.233  IO       |       |        |        |     7.00
18.167    0.00    0.41      0.230  IO       |       |        |        |     6.92
18.250    0.00    0.41      0.227  IO       |       |        |        |     6.83
18.333    0.00    0.41      0.224  IO       |       |        |        |     6.74
18.417    0.00    0.41      0.221  IO       |       |        |        |     6.65
18.500    0.00    0.41      0.219  IO       |       |        |        |     6.56
18.583    0.00    0.41      0.216  IO       |       |        |        |     6.47
18.667    0.00    0.41      0.213  IO       |       |        |        |     6.38
18.750    0.00    0.41      0.210  IO       |       |        |        |     6.29
18.833    0.00    0.41      0.207  IO       |       |        |        |     6.21
18.917    0.00    0.41      0.205  IO       |       |        |        |     6.13
19.000    0.00    0.41      0.202  IO       |       |        |        |     6.06
19.083    0.00    0.41      0.199  IO       |       |        |        |     5.99
19.167    0.00    0.41      0.196  IO       |       |        |        |     5.92
19.250    0.00    0.41      0.193  IO       |       |        |        |     5.84
19.333    0.00    0.41      0.190  IO       |       |        |        |     5.77
19.417    0.00    0.41      0.188  IO       |       |        |        |     5.70
19.500    0.00    0.41      0.185  IO       |       |        |        |     5.63
19.583    0.00    0.41      0.182  IO       |       |        |        |     5.55
19.667    0.00    0.41      0.179  IO       |       |        |        |     5.48
19.750    0.00    0.41      0.176  IO       |       |        |        |     5.41
```

19.833	0.00	0.41	0.173	IO				5.34
19.917	0.00	0.41	0.171	IO				5.26
20.000	0.00	0.41	0.168	IO				5.19
20.083	0.00	0.41	0.165	IO				5.12
20.167	0.00	0.41	0.162	IO				5.05
20.250	0.00	0.41	0.159	IO				4.97
20.333	0.00	0.41	0.157	IO				4.90
20.417	0.00	0.41	0.154	IO				4.83
20.500	0.00	0.41	0.151	IO				4.75
20.583	0.00	0.41	0.148	IO				4.68
20.667	0.00	0.41	0.145	IO				4.61
20.750	0.00	0.41	0.142	IO				4.54
20.833	0.00	0.41	0.140	IO				4.47
20.917	0.00	0.41	0.137	IO				4.41
21.000	0.00	0.41	0.134	IO				4.34
21.083	0.00	0.41	0.131	IO				4.28
21.167	0.00	0.41	0.128	IO				4.22
21.250	0.00	0.41	0.125	IO				4.15
21.333	0.00	0.41	0.123	IO				4.09
21.417	0.00	0.41	0.120	IO				4.03
21.500	0.00	0.41	0.117	IO				3.96
21.583	0.00	0.41	0.114	IO				3.90
21.667	0.00	0.41	0.111	IO				3.84
21.750	0.00	0.41	0.109	IO				3.77
21.833	0.00	0.41	0.106	IO				3.71
21.917	0.00	0.41	0.103	IO				3.65
22.000	0.00	0.41	0.100	IO				3.58
22.083	0.00	0.41	0.097	IO				3.52
22.167	0.00	0.41	0.094	IO				3.46
22.250	0.00	0.41	0.092	IO				3.39
22.333	0.00	0.41	0.089	IO				3.33
22.417	0.00	0.41	0.086	IO				3.27
22.500	0.00	0.41	0.083	IO				3.20
22.583	0.00	0.41	0.080	IO				3.14
22.667	0.00	0.41	0.077	IO				3.08
22.750	0.00	0.41	0.075	IO				3.01
22.833	0.00	0.41	0.072	IO				2.95
22.917	0.00	0.41	0.069	IO				2.89
23.000	0.00	0.41	0.066	IO				2.82
23.083	0.00	0.41	0.063	IO				2.76
23.167	0.00	0.41	0.061	IO				2.68
23.250	0.00	0.41	0.058	IO				2.59
23.333	0.00	0.41	0.055	IO				2.50
23.417	0.00	0.41	0.052	IO				2.42
23.500	0.00	0.41	0.049	IO				2.33
23.583	0.00	0.41	0.046	IO				2.24
23.667	0.00	0.41	0.044	IO				2.16
23.750	0.00	0.41	0.041	IO				2.07
23.833	0.00	0.41	0.038	IO				1.99
23.917	0.00	0.41	0.035	IO				1.90

24.000	0.00	0.41	0.032	IO	|	|	|	| 1.81
24.083	0.00	0.41	0.030	IO	|	|	|	| 1.73
24.167	0.00	0.41	0.027	IO	|	|	|	| 1.64
24.250	0.00	0.41	0.024	IO	|	|	|	| 1.55
24.333	0.00	0.41	0.021	IO	|	|	|	| 1.47
24.417	0.00	0.41	0.018	IO	|	|	|	| 1.38
24.500	0.00	0.41	0.015	IO	|	|	|	| 1.30
24.583	0.00	0.41	0.013	IO	|	|	|	| 1.21
24.667	0.00	0.41	0.010	IO	|	|	|	| 1.12
24.750	0.00	0.41	0.007	IO	|	|	|	| 0.80
24.833	0.00	0.41	0.004	IO	|	|	|	| 0.40
24.917	0.00	0.41	0.001	IO	|	|	|	| 0.03
25.000	0.00	0.00	0.000	O	|	|	|	| 0.00

**********HYDROGRAPH DATA**********

Number of intervals = 300
Time interval = 5.0 (Min.)
Maximum/Peak flow rate = 2.437 (CFS)
Total volume = 0.336 (Ac.Ft)

Status of hydrographs being held in storage

	Stream 1	Stream 2	Stream 3	Stream 4	Stream 5
Peak (CFS)	0.000	0.000	0.000	0.000	0.000
Vol (Ac.Ft)	0.000	0.000	0.000	0.000	0.000

****

```
                  FLOOD HYDROGRAPH ROUTING PROGRAM
            Copyright (c) CIVILCADD/CIVILDESIGN, 1989 - 2005
                        Study date: 07/01/24
------------------------------------------------------------------------
JN 4113 FLOOD ROUTING
100 YEAR 3 HOUR STORM
------------------------------------------------------------------------
Program License Serial Number 5016
------------------------------------------------------------------------
********************* HYDROGRAPH INFORMATION **********************
                From study/file name: 4113UH100Y3H.rte
*****************************HYDROGRAPH DATA*****************************
                Number of intervals =    41
                Time interval =    5.0 (Min.)
                Maximum/Peak flow rate =       13.573 (CFS)
                Total volume =       0.457 (Ac.Ft)
        Status of hydrographs being held in storage
                    Stream 1  Stream 2  Stream 3  Stream 4  Stream 5
        Peak (CFS)      0.000     0.000     0.000     0.000     0.000
        Vol (Ac.Ft)      0.000     0.000     0.000     0.000     0.000
************************************************************************
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.000 to Point/Station        2.000
**** RETARDING BASIN ROUTING ****
________________________________________________________________________
User entry of depth-outflow-storage data
------------------------------------------------------------------------
Total number of inflow hydrograph intervals = 41
Hydrograph time unit =  5.000 (Min.)
Initial depth in storage basin =   0.00(Ft.)
------------------------------------------------------------------------
------------------------------------------------------------------------
Initial basin depth =   0.00 (Ft.)
Initial basin storage =      0.00 (Ac.Ft)
Initial basin outflow =   0.00 (CFS)
------------------------------------------------------------------------
------------------------------------------------------------------------
Depth vs. Storage and Depth vs. Discharge data:
 Basin Depth  Storage    Outflow   (S-O*dt/2)   (S+O*dt/2)
     (Ft.)    (Ac.Ft)    (CFS)     (Ac.Ft)    (Ac.Ft)
------------------------------------------------------------------------
  0.000      0.000      0.000      0.000        0.000
  0.010      0.001      0.410     -0.000        0.002
  0.100      0.002      0.410      0.001        0.003
  1.100      0.009      0.410      0.008        0.010
  2.750      0.063      0.410      0.062        0.064
  4.500      0.141      0.410      0.140        0.142
  6.250      0.209      0.410      0.208        0.210
  8.000      0.264      0.410      0.263        0.265
```

8.100	0.266	0.410	0.265	0.267
9.000	0.283	0.410	0.282	0.284
9.100	0.284	0.460	0.282	0.286
9.500	0.285	1.670	0.279	0.291
10.000	0.286	2.920	0.276	0.296

Hydrograph Detention Basin Routing

Graph values: 'I'= unit inflow; 'O'=outflow at time shown

Time (Hours)	Inflow (CFS)	Outflow (CFS)	Storage (Ac.Ft)	.0 3.4 6.79 10.18 13.57	Depth (Ft.)
0.083	0.00	0.00	0.000	O | | | |	0.00
0.167	0.00	0.00	0.000	O | | | |	0.00
0.250	0.00	0.00	0.000	O | | | |	0.00
0.333	0.00	0.00	0.000	O | | | |	0.00
0.417	0.00	0.00	0.000	O | | | |	0.00
0.500	0.00	0.00	0.000	O | | | |	0.00
0.583	0.00	0.00	0.000	O | | | |	0.00
0.667	0.00	0.00	0.000	O | | | |	0.00
0.750	0.00	0.00	0.000	O | | | |	0.00
0.833	0.00	0.00	0.000	O | | | |	0.00
0.917	0.00	0.00	0.000	O | | | |	0.00
1.000	0.00	0.00	0.000	O | | | |	0.00
1.083	0.00	0.00	0.000	O | | | |	0.00
1.167	0.00	0.00	0.000	O | | | |	0.00
1.250	0.00	0.00	0.000	O | | | |	0.00
1.333	0.00	0.00	0.000	O | | | |	0.00
1.417	0.13	0.08	0.000	O | | | |	0.00
1.500	0.84	0.41	0.002	OI | | | |	0.09
1.583	1.73	0.41	0.008	O I | | | |	0.94
1.667	2.20	0.41	0.019	O I | | | |	1.39
1.750	2.55	0.41	0.032	O I | | | |	1.81
1.833	2.98	0.41	0.048	O I| | | |	2.30
1.917	3.57	0.41	0.068	O I | | |	2.86
2.000	4.66	0.41	0.094	O | I | | |	3.44
2.083	7.44	0.41	0.132	O | |I | |	4.31
2.167	13.50	0.41	0.202	O | | | I|	6.06
2.250	13.57	2.34	0.286	| O | | | I	9.77
2.333	7.02	11.25	0.296	| | | I | | O	14.93
2.417	3.62	0.41	0.279	O | I | | |	8.76
2.500	1.86	2.91	0.286	| I O | | | |	9.99
2.583	0.49	0.41	0.283	OI | | | |	8.98
2.667	0.12	0.41	0.282	O | | | |	8.94
2.750	0.03	0.41	0.280	O | | | |	8.82
2.833	0.00	0.41	0.277	O | | | |	8.68
2.917	0.00	0.41	0.274	O | | | |	8.53
3.000	0.00	0.41	0.271	O | | | |	8.38
3.083	0.00	0.41	0.268	O | | | |	8.23

3.167	0.00	0.41	0.266	O	|	|	|	8.08
3.250	0.00	0.41	0.263	O	|	|	|	7.96
3.333	0.00	0.41	0.260	O	|	|	|	7.87
3.417	0.00	0.41	0.257	O	|	|	|	7.78
3.500	0.00	0.41	0.254	O	|	|	|	7.69
3.583	0.00	0.41	0.251	O	|	|	|	7.60
3.667	0.00	0.41	0.249	O	|	|	|	7.51
3.750	0.00	0.41	0.246	O	|	|	|	7.42
3.833	0.00	0.41	0.243	O	|	|	|	7.33
3.917	0.00	0.41	0.240	O	|	|	|	7.24
4.000	0.00	0.41	0.237	O	|	|	|	7.15
4.083	0.00	0.41	0.235	O	|	|	|	7.06
4.167	0.00	0.41	0.232	O	|	|	|	6.97
4.250	0.00	0.41	0.229	O	|	|	|	6.88
4.333	0.00	0.41	0.226	O	|	|	|	6.79
4.417	0.00	0.41	0.223	O	|	|	|	6.70
4.500	0.00	0.41	0.220	O	|	|	|	6.61
4.583	0.00	0.41	0.218	O	|	|	|	6.52
4.667	0.00	0.41	0.215	O	|	|	|	6.43
4.750	0.00	0.41	0.212	O	|	|	|	6.34
4.833	0.00	0.41	0.209	O	|	|	|	6.25
4.917	0.00	0.41	0.206	O	|	|	|	6.18
5.000	0.00	0.41	0.203	O	|	|	|	6.11
5.083	0.00	0.41	0.201	O	|	|	|	6.04
5.167	0.00	0.41	0.198	O	|	|	|	5.96
5.250	0.00	0.41	0.195	O	|	|	|	5.89
5.333	0.00	0.41	0.192	O	|	|	|	5.82
5.417	0.00	0.41	0.189	O	|	|	|	5.74
5.500	0.00	0.41	0.187	O	|	|	|	5.67
5.583	0.00	0.41	0.184	O	|	|	|	5.60
5.667	0.00	0.41	0.181	O	|	|	|	5.53
5.750	0.00	0.41	0.178	O	|	|	|	5.45
5.833	0.00	0.41	0.175	O	|	|	|	5.38
5.917	0.00	0.41	0.172	O	|	|	|	5.31
6.000	0.00	0.41	0.170	O	|	|	|	5.24
6.083	0.00	0.41	0.167	O	|	|	|	5.16
6.167	0.00	0.41	0.164	O	|	|	|	5.09
6.250	0.00	0.41	0.161	O	|	|	|	5.02
6.333	0.00	0.41	0.158	O	|	|	|	4.95
6.417	0.00	0.41	0.155	O	|	|	|	4.87
6.500	0.00	0.41	0.153	O	|	|	|	4.80
6.583	0.00	0.41	0.150	O	|	|	|	4.73
6.667	0.00	0.41	0.147	O	|	|	|	4.65
6.750	0.00	0.41	0.144	O	|	|	|	4.58
6.833	0.00	0.41	0.141	O	|	|	|	4.51
6.917	0.00	0.41	0.139	O	|	|	|	4.44
7.000	0.00	0.41	0.136	O	|	|	|	4.38
7.083	0.00	0.41	0.133	O	|	|	|	4.32
7.167	0.00	0.41	0.130	O	|	|	|	4.25
7.250	0.00	0.41	0.127	O	|	|	|	4.19

7.333	0.00	0.41	0.124	O	|	|	|	4.13
7.417	0.00	0.41	0.122	O	|	|	|	4.06
7.500	0.00	0.41	0.119	O	|	|	|	4.00
7.583	0.00	0.41	0.116	O	|	|	|	3.94
7.667	0.00	0.41	0.113	O	|	|	|	3.87
7.750	0.00	0.41	0.110	O	|	|	|	3.81
7.833	0.00	0.41	0.107	O	|	|	|	3.75
7.917	0.00	0.41	0.105	O	|	|	|	3.68
8.000	0.00	0.41	0.102	O	|	|	|	3.62
8.083	0.00	0.41	0.099	O	|	|	|	3.56
8.167	0.00	0.41	0.096	O	|	|	|	3.49
8.250	0.00	0.41	0.093	O	|	|	|	3.43
8.333	0.00	0.41	0.091	O	|	|	|	3.37
8.417	0.00	0.41	0.088	O	|	|	|	3.30
8.500	0.00	0.41	0.085	O	|	|	|	3.24
8.583	0.00	0.41	0.082	O	|	|	|	3.18
8.667	0.00	0.41	0.079	O	|	|	|	3.11
8.750	0.00	0.41	0.076	O	|	|	|	3.05
8.833	0.00	0.41	0.074	O	|	|	|	2.99
8.917	0.00	0.41	0.071	O	|	|	|	2.92
9.000	0.00	0.41	0.068	O	|	|	|	2.86
9.083	0.00	0.41	0.065	O	|	|	|	2.80
9.167	0.00	0.41	0.062	O	|	|	|	2.73
9.250	0.00	0.41	0.059	O	|	|	|	2.64
9.333	0.00	0.41	0.057	O	|	|	|	2.56
9.417	0.00	0.41	0.054	O	|	|	|	2.47
9.500	0.00	0.41	0.051	O	|	|	|	2.38
9.583	0.00	0.41	0.048	O	|	|	|	2.30
9.667	0.00	0.41	0.045	O	|	|	|	2.21
9.750	0.00	0.41	0.043	O	|	|	|	2.12
9.833	0.00	0.41	0.040	O	|	|	|	2.04
9.917	0.00	0.41	0.037	O	|	|	|	1.95
10.000	0.00	0.41	0.034	O	|	|	|	1.87
10.083	0.00	0.41	0.031	O	|	|	|	1.78
10.167	0.00	0.41	0.028	O	|	|	|	1.69
10.250	0.00	0.41	0.026	O	|	|	|	1.61
10.333	0.00	0.41	0.023	O	|	|	|	1.52
10.417	0.00	0.41	0.020	O	|	|	|	1.43
10.500	0.00	0.41	0.017	O	|	|	|	1.35
10.583	0.00	0.41	0.014	O	|	|	|	1.26
10.667	0.00	0.41	0.011	O	|	|	|	1.18
10.750	0.00	0.41	0.009	O	|	|	|	1.05
10.833	0.00	0.41	0.006	O	|	|	|	0.65
10.917	0.00	0.41	0.003	O	|	|	|	0.24
11.000	0.00	0.27	0.001	O	|	|	|	0.01
11.083	0.00	0.00	0.000	O	|	|	|	0.00

**********HYDROGRAPH DATA**********

Number of intervals = 133

Time interval = 5.0 (Min.)

```
                Maximum/Peak flow rate =       11.254 (CFS)
                Total volume =       0.457 (Ac.Ft)
        Status of hydrographs being held in storage
                   Stream 1  Stream 2  Stream 3  Stream 4  Stream 5
        Peak (CFS)      0.000     0.000     0.000     0.000     0.000
        Vol (Ac.Ft)      0.000     0.000     0.000     0.000     0.000
****************************************************************************

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                    FLOOD HYDROGRAPH ROUTING PROGRAM
             Copyright (c) CIVILCADD/CIVILDESIGN, 1989 - 2005
                        Study date: 07/01/24
------------------------------------------------------------------------
JN 4113 FLOOD ROUTING
100 YEAR 24 HOUR STORM
------------------------------------------------------------------------
Program License Serial Number 5016
------------------------------------------------------------------------
********************* HYDROGRAPH INFORMATION **********************
                 From study/file name: 4113UH100Y24H.rte
****************************HYDROGRAPH DATA****************************
                 Number of intervals =   293
                 Time interval =    5.0 (Min.)
                 Maximum/Peak flow rate =       13.573 (CFS)
                 Total volume =       0.457 (Ac.Ft)
        Status of hydrographs being held in storage
                    Stream 1  Stream 2  Stream 3  Stream 4  Stream 5
        Peak (CFS)      0.000     0.000     0.000     0.000     0.000
        Vol (Ac.Ft)      0.000     0.000     0.000     0.000     0.000
************************************************************************
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.000 to Point/Station        2.000
**** RETARDING BASIN ROUTING ****
________________________________________________________________________
User entry of depth-outflow-storage data
------------------------------------------------------------------------
Total number of inflow hydrograph intervals = 293
Hydrograph time unit =  5.000 (Min.)
Initial depth in storage basin =   0.00(Ft.)
------------------------------------------------------------------------
------------------------------------------------------------------------
Initial basin depth =   0.00 (Ft.)
Initial basin storage =      0.00 (Ac.Ft)
Initial basin outflow =   0.00 (CFS)
------------------------------------------------------------------------
------------------------------------------------------------------------
Depth vs. Storage and Depth vs. Discharge data:
 Basin Depth  Storage    Outflow   (S-O*dt/2)   (S+O*dt/2)
     (Ft.)    (Ac.Ft)    (CFS)     (Ac.Ft)    (Ac.Ft)
------------------------------------------------------------------------
  0.000      0.000      0.000      0.000        0.000
  0.010      0.001      0.410     -0.000        0.002
  0.100      0.002      0.410      0.001        0.003
  1.100      0.009      0.410      0.008        0.010
  2.750      0.063      0.410      0.062        0.064
  4.500      0.141      0.410      0.140        0.142
  6.250      0.209      0.410      0.208        0.210
  8.000      0.264      0.410      0.263        0.265
```

8.100	0.266	0.410	0.265	0.267
9.000	0.283	0.410	0.282	0.284
9.100	0.284	0.460	0.282	0.286
9.500	0.285	1.670	0.279	0.291
10.000	0.286	2.920	0.276	0.296

Hydrograph Detention Basin Routing

Graph values: 'I'= unit inflow; 'O'=outflow at time shown

Time (Hours)	Inflow (CFS)	Outflow (CFS)	Storage (Ac.Ft)	.0	3.4	6.79	10.18	13.57	Depth (Ft.)
0.083	0.00	0.00	0.000	O	|	|	|	|	0.00
0.167	0.00	0.00	0.000	O	|	|	|	|	0.00
0.250	0.00	0.00	0.000	O	|	|	|	|	0.00
0.333	0.00	0.00	0.000	O	|	|	|	|	0.00
0.417	0.00	0.00	0.000	O	|	|	|	|	0.00
0.500	0.00	0.00	0.000	O	|	|	|	|	0.00
0.583	0.00	0.00	0.000	O	|	|	|	|	0.00
0.667	0.00	0.00	0.000	O	|	|	|	|	0.00
0.750	0.00	0.00	0.000	O	|	|	|	|	0.00
0.833	0.00	0.00	0.000	O	|	|	|	|	0.00
0.917	0.00	0.00	0.000	O	|	|	|	|	0.00
1.000	0.00	0.00	0.000	O	|	|	|	|	0.00
1.083	0.00	0.00	0.000	O	|	|	|	|	0.00
1.167	0.00	0.00	0.000	O	|	|	|	|	0.00
1.250	0.00	0.00	0.000	O	|	|	|	|	0.00
1.333	0.00	0.00	0.000	O	|	|	|	|	0.00
1.417	0.00	0.00	0.000	O	|	|	|	|	0.00
1.500	0.00	0.00	0.000	O	|	|	|	|	0.00
1.583	0.00	0.00	0.000	O	|	|	|	|	0.00
1.667	0.00	0.00	0.000	O	|	|	|	|	0.00
1.750	0.00	0.00	0.000	O	|	|	|	|	0.00
1.833	0.00	0.00	0.000	O	|	|	|	|	0.00
1.917	0.00	0.00	0.000	O	|	|	|	|	0.00
2.000	0.00	0.00	0.000	O	|	|	|	|	0.00
2.083	0.00	0.00	0.000	O	|	|	|	|	0.00
2.167	0.00	0.00	0.000	O	|	|	|	|	0.00
2.250	0.00	0.00	0.000	O	|	|	|	|	0.00
2.333	0.00	0.00	0.000	O	|	|	|	|	0.00
2.417	0.00	0.00	0.000	O	|	|	|	|	0.00
2.500	0.00	0.00	0.000	O	|	|	|	|	0.00
2.583	0.00	0.00	0.000	O	|	|	|	|	0.00
2.667	0.00	0.00	0.000	O	|	|	|	|	0.00
2.750	0.00	0.00	0.000	O	|	|	|	|	0.00
2.833	0.00	0.00	0.000	O	|	|	|	|	0.00
2.917	0.00	0.00	0.000	O	|	|	|	|	0.00
3.000	0.00	0.00	0.000	O	|	|	|	|	0.00
3.083	0.00	0.00	0.000	O	|	|	|	|	0.00
3.167	0.00	0.00	0.000	O	|	|	|	|	0.00

3.250	0.00	0.00	0.000	O	|	|	|	0.00
3.333	0.00	0.00	0.000	O	|	|	|	0.00
3.417	0.00	0.00	0.000	O	|	|	|	0.00
3.500	0.00	0.00	0.000	O	|	|	|	0.00
3.583	0.00	0.00	0.000	O	|	|	|	0.00
3.667	0.00	0.00	0.000	O	|	|	|	0.00
3.750	0.00	0.00	0.000	O	|	|	|	0.00
3.833	0.00	0.00	0.000	O	|	|	|	0.00
3.917	0.00	0.00	0.000	O	|	|	|	0.00
4.000	0.00	0.00	0.000	O	|	|	|	0.00
4.083	0.00	0.00	0.000	O	|	|	|	0.00
4.167	0.00	0.00	0.000	O	|	|	|	0.00
4.250	0.00	0.00	0.000	O	|	|	|	0.00
4.333	0.00	0.00	0.000	O	|	|	|	0.00
4.417	0.00	0.00	0.000	O	|	|	|	0.00
4.500	0.00	0.00	0.000	O	|	|	|	0.00
4.583	0.00	0.00	0.000	O	|	|	|	0.00
4.667	0.00	0.00	0.000	O	|	|	|	0.00
4.750	0.00	0.00	0.000	O	|	|	|	0.00
4.833	0.00	0.00	0.000	O	|	|	|	0.00
4.917	0.00	0.00	0.000	O	|	|	|	0.00
5.000	0.00	0.00	0.000	O	|	|	|	0.00
5.083	0.00	0.00	0.000	O	|	|	|	0.00
5.167	0.00	0.00	0.000	O	|	|	|	0.00
5.250	0.00	0.00	0.000	O	|	|	|	0.00
5.333	0.00	0.00	0.000	O	|	|	|	0.00
5.417	0.00	0.00	0.000	O	|	|	|	0.00
5.500	0.00	0.00	0.000	O	|	|	|	0.00
5.583	0.00	0.00	0.000	O	|	|	|	0.00
5.667	0.00	0.00	0.000	O	|	|	|	0.00
5.750	0.00	0.00	0.000	O	|	|	|	0.00
5.833	0.00	0.00	0.000	O	|	|	|	0.00
5.917	0.00	0.00	0.000	O	|	|	|	0.00
6.000	0.00	0.00	0.000	O	|	|	|	0.00
6.083	0.00	0.00	0.000	O	|	|	|	0.00
6.167	0.00	0.00	0.000	O	|	|	|	0.00
6.250	0.00	0.00	0.000	O	|	|	|	0.00
6.333	0.00	0.00	0.000	O	|	|	|	0.00
6.417	0.00	0.00	0.000	O	|	|	|	0.00
6.500	0.00	0.00	0.000	O	|	|	|	0.00
6.583	0.00	0.00	0.000	O	|	|	|	0.00
6.667	0.00	0.00	0.000	O	|	|	|	0.00
6.750	0.00	0.00	0.000	O	|	|	|	0.00
6.833	0.00	0.00	0.000	O	|	|	|	0.00
6.917	0.00	0.00	0.000	O	|	|	|	0.00
7.000	0.00	0.00	0.000	O	|	|	|	0.00
7.083	0.00	0.00	0.000	O	|	|	|	0.00
7.167	0.00	0.00	0.000	O	|	|	|	0.00
7.250	0.00	0.00	0.000	O	|	|	|	0.00
7.333	0.00	0.00	0.000	O	|	|	|	0.00

7.417	0.00	0.00	0.000	O				0.00
7.500	0.00	0.00	0.000	O				0.00
7.583	0.00	0.00	0.000	O				0.00
7.667	0.00	0.00	0.000	O				0.00
7.750	0.00	0.00	0.000	O				0.00
7.833	0.00	0.00	0.000	O				0.00
7.917	0.00	0.00	0.000	O				0.00
8.000	0.00	0.00	0.000	O				0.00
8.083	0.00	0.00	0.000	O				0.00
8.167	0.00	0.00	0.000	O				0.00
8.250	0.00	0.00	0.000	O				0.00
8.333	0.00	0.00	0.000	O				0.00
8.417	0.00	0.00	0.000	O				0.00
8.500	0.00	0.00	0.000	O				0.00
8.583	0.00	0.00	0.000	O				0.00
8.667	0.00	0.00	0.000	O				0.00
8.750	0.00	0.00	0.000	O				0.00
8.833	0.00	0.00	0.000	O				0.00
8.917	0.00	0.00	0.000	O				0.00
9.000	0.00	0.00	0.000	O				0.00
9.083	0.00	0.00	0.000	O				0.00
9.167	0.00	0.00	0.000	O				0.00
9.250	0.00	0.00	0.000	O				0.00
9.333	0.00	0.00	0.000	O				0.00
9.417	0.00	0.00	0.000	O				0.00
9.500	0.00	0.00	0.000	O				0.00
9.583	0.00	0.00	0.000	O				0.00
9.667	0.00	0.00	0.000	O				0.00
9.750	0.00	0.00	0.000	O				0.00
9.833	0.00	0.00	0.000	O				0.00
9.917	0.00	0.00	0.000	O				0.00
10.000	0.00	0.00	0.000	O				0.00
10.083	0.00	0.00	0.000	O				0.00
10.167	0.00	0.00	0.000	O				0.00
10.250	0.00	0.00	0.000	O				0.00
10.333	0.00	0.00	0.000	O				0.00
10.417	0.00	0.00	0.000	O				0.00
10.500	0.00	0.00	0.000	O				0.00
10.583	0.00	0.00	0.000	O				0.00
10.667	0.00	0.00	0.000	O				0.00
10.750	0.00	0.00	0.000	O				0.00
10.833	0.00	0.00	0.000	O				0.00
10.917	0.00	0.00	0.000	O				0.00
11.000	0.00	0.00	0.000	O				0.00
11.083	0.00	0.00	0.000	O				0.00
11.167	0.00	0.00	0.000	O				0.00
11.250	0.00	0.00	0.000	O				0.00
11.333	0.00	0.00	0.000	O				0.00
11.417	0.00	0.00	0.000	O				0.00
11.500	0.00	0.00	0.000	O				0.00

11.583	0.00	0.00	0.000	O		|	|	|	0.00
11.667	0.00	0.00	0.000	O		|	|	|	0.00
11.750	0.00	0.00	0.000	O		|	|	|	0.00
11.833	0.00	0.00	0.000	O		|	|	|	0.00
11.917	0.00	0.00	0.000	O		|	|	|	0.00
12.000	0.00	0.00	0.000	O		|	|	|	0.00
12.083	0.00	0.00	0.000	O		|	|	|	0.00
12.167	0.00	0.00	0.000	O		|	|	|	0.00
12.250	0.00	0.00	0.000	O		|	|	|	0.00
12.333	0.00	0.00	0.000	O		|	|	|	0.00
12.417	0.00	0.00	0.000	O		|	|	|	0.00
12.500	0.00	0.00	0.000	O		|	|	|	0.00
12.583	0.00	0.00	0.000	O		|	|	|	0.00
12.667	0.00	0.00	0.000	O		|	|	|	0.00
12.750	0.00	0.00	0.000	O		|	|	|	0.00
12.833	0.00	0.00	0.000	O		|	|	|	0.00
12.917	0.00	0.00	0.000	O		|	|	|	0.00
13.000	0.00	0.00	0.000	O		|	|	|	0.00
13.083	0.00	0.00	0.000	O		|	|	|	0.00
13.167	0.00	0.00	0.000	O		|	|	|	0.00
13.250	0.00	0.00	0.000	O		|	|	|	0.00
13.333	0.00	0.00	0.000	O		|	|	|	0.00
13.417	0.00	0.00	0.000	O		|	|	|	0.00
13.500	0.00	0.00	0.000	O		|	|	|	0.00
13.583	0.00	0.00	0.000	O		|	|	|	0.00
13.667	0.00	0.00	0.000	O		|	|	|	0.00
13.750	0.00	0.00	0.000	O		|	|	|	0.00
13.833	0.00	0.00	0.000	O		|	|	|	0.00
13.917	0.00	0.00	0.000	O		|	|	|	0.00
14.000	0.00	0.00	0.000	O		|	|	|	0.00
14.083	0.00	0.00	0.000	O		|	|	|	0.00
14.167	0.00	0.00	0.000	O		|	|	|	0.00
14.250	0.00	0.00	0.000	O		|	|	|	0.00
14.333	0.00	0.00	0.000	O		|	|	|	0.00
14.417	0.00	0.00	0.000	O		|	|	|	0.00
14.500	0.00	0.00	0.000	O		|	|	|	0.00
14.583	0.00	0.00	0.000	O		|	|	|	0.00
14.667	0.00	0.00	0.000	O		|	|	|	0.00
14.750	0.00	0.00	0.000	O		|	|	|	0.00
14.833	0.00	0.00	0.000	O		|	|	|	0.00
14.917	0.00	0.00	0.000	O		|	|	|	0.00
15.000	0.00	0.00	0.000	O		|	|	|	0.00
15.083	0.00	0.00	0.000	O		|	|	|	0.00
15.167	0.00	0.00	0.000	O		|	|	|	0.00
15.250	0.00	0.00	0.000	O		|	|	|	0.00
15.333	0.00	0.00	0.000	O		|	|	|	0.00
15.417	0.13	0.08	0.000	O		|	|	|	0.00
15.500	0.84	0.41	0.002	OI		|	|	|	0.09
15.583	1.73	0.41	0.008	O	I	|	|	|	0.94
15.667	2.20	0.41	0.019	O	I	|	|	|	1.39

15.750	2.55	0.41	0.032	O	I	|	|	|	1.81
15.833	2.98	0.41	0.048	O	I	|	|	|	2.30
15.917	3.57	0.41	0.068	O	I	|	|	|	2.86
16.000	4.66	0.41	0.094	O	| I	|	|	|	3.44
16.083	7.44	0.41	0.132	O	|	|I	|	|	4.31
16.167	13.50	0.41	0.202	O	|	|	|	I|	6.06
16.250	13.57	2.34	0.286	|	O |	|	|	I	9.77
16.333	7.02	11.25	0.296	|	|	I	|	O	14.93
16.417	3.62	0.41	0.279	O	I	|	|	|	8.76
16.500	1.86	2.91	0.286	|	I O |	|	|	|	9.99
16.583	0.49	0.41	0.283	OI	|	|	|	|	8.98
16.667	0.12	0.41	0.282	O	|	|	|	|	8.94
16.750	0.03	0.41	0.280	O	|	|	|	|	8.82
16.833	0.00	0.41	0.277	O	|	|	|	|	8.68
16.917	0.00	0.41	0.274	O	|	|	|	|	8.53
17.000	0.00	0.41	0.271	O	|	|	|	|	8.38
17.083	0.00	0.41	0.268	O	|	|	|	|	8.23
17.167	0.00	0.41	0.266	O	|	|	|	|	8.08
17.250	0.00	0.41	0.263	O	|	|	|	|	7.96
17.333	0.00	0.41	0.260	O	|	|	|	|	7.87
17.417	0.00	0.41	0.257	O	|	|	|	|	7.78
17.500	0.00	0.41	0.254	O	|	|	|	|	7.69
17.583	0.00	0.41	0.252	O	|	|	|	|	7.60
17.667	0.00	0.41	0.249	O	|	|	|	|	7.51
17.750	0.00	0.41	0.246	O	|	|	|	|	7.42
17.833	0.00	0.41	0.243	O	|	|	|	|	7.33
17.917	0.00	0.41	0.240	O	|	|	|	|	7.24
18.000	0.00	0.41	0.237	O	|	|	|	|	7.16
18.083	0.00	0.41	0.235	O	|	|	|	|	7.07
18.167	0.00	0.41	0.232	O	|	|	|	|	6.98
18.250	0.00	0.41	0.229	O	|	|	|	|	6.89
18.333	0.00	0.41	0.226	O	|	|	|	|	6.80
18.417	0.00	0.41	0.223	O	|	|	|	|	6.71
18.500	0.00	0.41	0.221	O	|	|	|	|	6.62
18.583	0.00	0.41	0.218	O	|	|	|	|	6.53
18.667	0.00	0.41	0.215	O	|	|	|	|	6.44
18.750	0.00	0.41	0.212	O	|	|	|	|	6.35
18.833	0.00	0.41	0.209	O	|	|	|	|	6.26
18.917	0.00	0.41	0.206	O	|	|	|	|	6.18
19.000	0.00	0.41	0.204	O	|	|	|	|	6.11
19.083	0.00	0.41	0.201	O	|	|	|	|	6.04
19.167	0.00	0.41	0.198	O	|	|	|	|	5.97
19.250	0.00	0.41	0.195	O	|	|	|	|	5.89
19.333	0.00	0.41	0.192	O	|	|	|	|	5.82
19.417	0.00	0.41	0.189	O	|	|	|	|	5.75
19.500	0.00	0.41	0.187	O	|	|	|	|	5.68
19.583	0.00	0.41	0.184	O	|	|	|	|	5.60
19.667	0.00	0.41	0.181	O	|	|	|	|	5.53
19.750	0.00	0.41	0.178	O	|	|	|	|	5.46
19.833	0.00	0.41	0.175	O	|	|	|	|	5.38

19.917	0.00	0.41	0.173	O				5.31
20.000	0.00	0.41	0.170	O				5.24
20.083	0.00	0.41	0.167	O				5.17
20.167	0.00	0.41	0.164	O				5.09
20.250	0.00	0.41	0.161	O				5.02
20.333	0.00	0.41	0.158	O				4.95
20.417	0.00	0.41	0.156	O				4.88
20.500	0.00	0.41	0.153	O				4.80
20.583	0.00	0.41	0.150	O				4.73
20.667	0.00	0.41	0.147	O				4.66
20.750	0.00	0.41	0.144	O				4.59
20.833	0.00	0.41	0.142	O				4.51
20.917	0.00	0.41	0.139	O				4.45
21.000	0.00	0.41	0.136	O				4.38
21.083	0.00	0.41	0.133	O				4.32
21.167	0.00	0.41	0.130	O				4.26
21.250	0.00	0.41	0.127	O				4.19
21.333	0.00	0.41	0.125	O				4.13
21.417	0.00	0.41	0.122	O				4.07
21.500	0.00	0.41	0.119	O				4.00
21.583	0.00	0.41	0.116	O				3.94
21.667	0.00	0.41	0.113	O				3.88
21.750	0.00	0.41	0.110	O				3.81
21.833	0.00	0.41	0.108	O				3.75
21.917	0.00	0.41	0.105	O				3.69
22.000	0.00	0.41	0.102	O				3.62
22.083	0.00	0.41	0.099	O				3.56
22.167	0.00	0.41	0.096	O				3.50
22.250	0.00	0.41	0.094	O				3.43
22.333	0.00	0.41	0.091	O				3.37
22.417	0.00	0.41	0.088	O				3.31
22.500	0.00	0.41	0.085	O				3.24
22.583	0.00	0.41	0.082	O				3.18
22.667	0.00	0.41	0.079	O				3.12
22.750	0.00	0.41	0.077	O				3.05
22.833	0.00	0.41	0.074	O				2.99
22.917	0.00	0.41	0.071	O				2.93
23.000	0.00	0.41	0.068	O				2.86
23.083	0.00	0.41	0.065	O				2.80
23.167	0.00	0.41	0.062	O				2.73
23.250	0.00	0.41	0.060	O				2.65
23.333	0.00	0.41	0.057	O				2.56
23.417	0.00	0.41	0.054	O				2.47
23.500	0.00	0.41	0.051	O				2.39
23.583	0.00	0.41	0.048	O				2.30
23.667	0.00	0.41	0.046	O				2.22
23.750	0.00	0.41	0.043	O				2.13
23.833	0.00	0.41	0.040	O				2.04
23.917	0.00	0.41	0.037	O				1.96
24.000	0.00	0.41	0.034	O				1.87

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24.083    0.00    0.41      0.031  O       |       |       |       |     1.78
24.167    0.00    0.41      0.029  O       |       |       |       |     1.70
24.250    0.00    0.41      0.026  O       |       |       |       |     1.61
24.333    0.00    0.41      0.023  O       |       |       |       |     1.53
24.417    0.00    0.41      0.020  O       |       |       |       |     1.44
24.500    0.00    0.41      0.017  O       |       |       |       |     1.35
24.583    0.00    0.41      0.014  O       |       |       |       |     1.27
24.667    0.00    0.41      0.012  O       |       |       |       |     1.18
24.750    0.00    0.41      0.009  O       |       |       |       |     1.07
24.833    0.00    0.41      0.006  O       |       |       |       |     0.67
24.917    0.00    0.41      0.003  O       |       |       |       |     0.27
25.000    0.00    0.30      0.001  O       |       |       |       |     0.01
25.083    0.00    0.00      0.000  O       |       |       |       |     0.00

      ****************************HYDROGRAPH DATA****************************
                    Number of intervals =   301
                    Time interval =    5.0 (Min.)
                    Maximum/Peak flow rate =       11.254 (CFS)
                    Total volume =       0.458 (Ac.Ft)
            Status of hydrographs being held in storage
                       Stream 1  Stream 2  Stream 3  Stream 4  Stream 5
            Peak (CFS)      0.000     0.000     0.000     0.000     0.000
            Vol (Ac.Ft)      0.000     0.000     0.000     0.000     0.000
      ***********************************************************************

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Appendix F

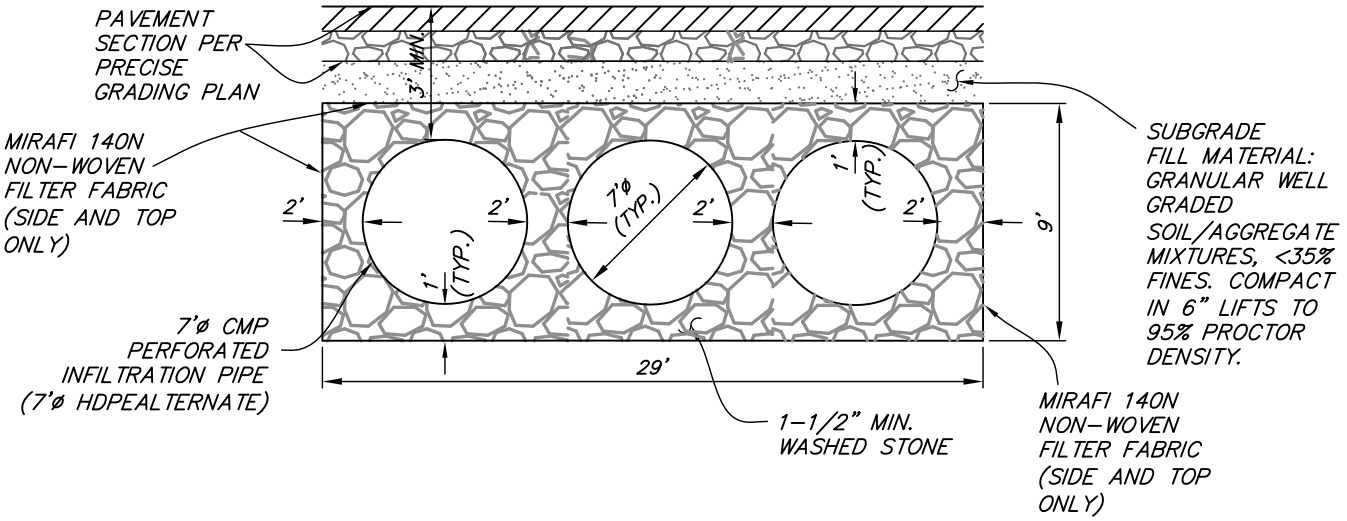
UNDERGROUND INFILTRATION SYSTEM

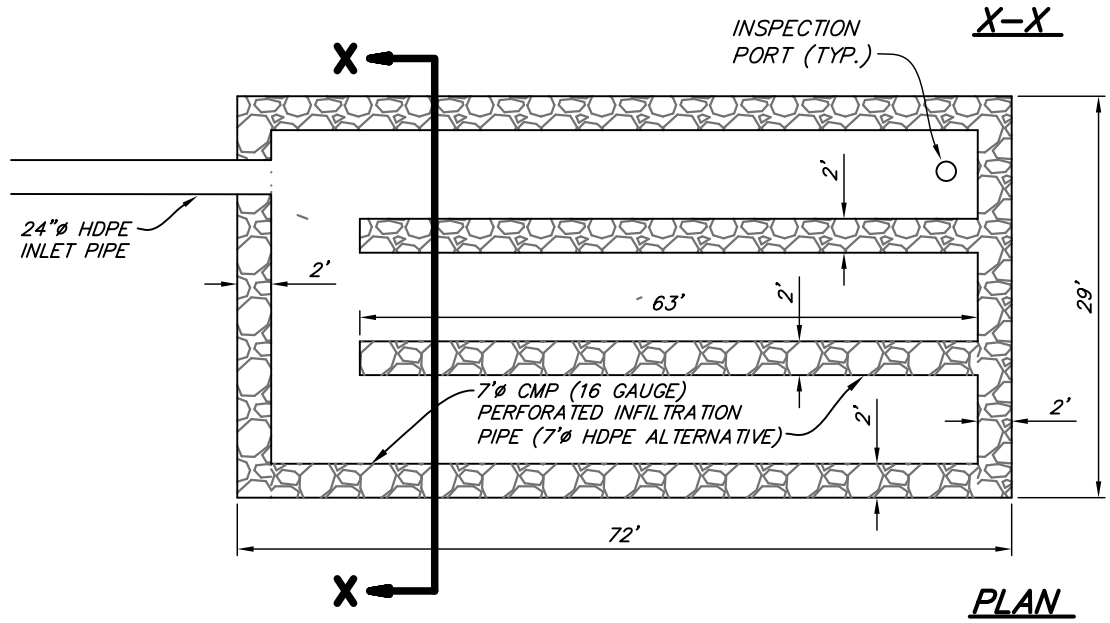
$$V_{TRENCH} = (9\ LF)(29\ LF)(72\ LF) = 18{,}792\ CF$$

$$V_{PIPES} = \frac{3.14\ (7\ LF)^2}{4}(208\ LF) = 8{,}000.7\ CF$$

$$V_{GRAVEL} = (40\%)(18{,}792 - 8{,}000.7) = 4{,}316.5\ CF$$

$$STORAGE = 8{,}000.7 + 4{,}316.5 = 12{,}317.2\ CF$$





Geotechnical Engineering Investigation

Proposed Industrial Warehouse Development
West of 14900 Hilton Avenue
Fontana, California

McCan Partners
15 Orion
Irvine, California 92603

Attn.: Mr. George McCan

Project Number 12343-05
October 6, 2017

NorCal Engineering

Soils and Geotechnical Consultants
10641 Humbolt Street Los Alamitos, CA 90720
(562) 799-9469 Fax (562) 799-9459

October 6, 2017 Project Number 12343-05

McCan Partners
15 Orion
Irvine, California 92603

Attn.: Mr. George McCan

RE: **Geotechnical Engineering Investigation** - Proposed Industrial Warehouse Development - Located west of 14900 Hilton Avenue, in the City of Fontana, California

Dear Mr. McCan:

Pursuant to your request, this firm has performed an updated Geotechnical Engineering Investigation in accordance with your authorization of signed proposal dated August 17, 2017 for the above referenced project. The purpose of this investigation is to evaluate the subsurface conditions of the subject site and to provide recommendations for the proposed industrial warehouse development.

The scope of work included the following: 1) site reconnaissance; 2) subsurface geotechnical exploration and sampling; 3) laboratory testing; 4) engineering analysis of field and laboratory data; 5) and preparation of a geotechnical engineering report. It is the opinion of this firm that the proposed development is feasible from a geotechnical standpoint provided that the recommendations presented in this report are followed in the design and construction of the project.

1.0 Project Description

It is proposed to construct an industrial warehouse development consisting of two warehouse buildings totaling 32,000 and 44,000 square feet as shown on the attached Site Plan. The concrete tilt-up structures will be supported by a conventional slab-on-grade foundation system with perimeter-spread footings and isolated interior footings. Other improvements will consist of asphalt/concrete pavement, hardscape and landscaping. It is assumed that the grading for the development will include minor cut and fill procedures to achieve finished grade elevations. Final building plans shall be reviewed by this firm prior to submittal for city approval to determine the need for any additional study and revised recommendations pertinent to the proposed development, if necessary.

2.0 Site Description

The 4.0-acre subject property is located within the 14900 block and north side of Hilton Drive, in the City of Fontana. The generally rectangular-shaped parcel is elongated in a north to south direction with topography of the relatively level property descending gradually from front to rear on the order of a few feet. The site is currently undeveloped land covered with a low growth of vegetation cover consisting of natural grasses and weeds.

3.0 Site Exploration

The investigation consisted of the placement of seven (7) subsurface exploratory trenches by a backhoe to depths ranging between 5 and 15 feet below current ground elevations. The explorations were visually classified and logged by a field engineer with locations of the subsurface explorations shown on the attached Site Plan. The exploratory trenches revealed the existing earth materials to consist of a fill and natural soil. A detailed description of the subsurface conditions is listed on the excavation logs in Appendix A.

Fill: A surficial fill and disturbed top soils classifying as a brown, fine to medium grained, silty SAND with some cobbles was encountered to a depth of 1 to 1½ feet. These soils were noted to be loose and dry to damp.

Natural: An undisturbed alluvium soil classifying as a light brown to brown, fine to coarse grained, silty SAND with gravel was encountered directly beneath the fill and observed to be medium dense and damp. These gravelly soils were noted to be slightly silty with cobbles.

The overall engineering characteristics of the earth material were relatively uniform with each excavation. No groundwater was encountered to the depth of our trenches and caving did occur in the deeper cohesionless soils.

4.0 Laboratory Tests

Relatively undisturbed samples of the subsurface soils were obtained to perform laboratory testing and analysis for direct shear, consolidation tests, and to determine in-place moisture/densities. These relatively undisturbed ring samples were obtained by driving a thin-walled steel sampler lined with one inch long brass rings with an inside diameter of 2.42 inches into the undisturbed soils. Bulk bag samples were obtained in the upper soils for expansion index tests and maximum density tests. All test results are included in Appendix B, unless otherwise noted.

4.1 **Field moisture content** (ASTM: D 2216) and the dry density of the ring samples were determined in the laboratory. This data is listed on the logs of explorations.

4.2 **Maximum density tests** (ASTM: D 1557) were performed on typical samples of the upper soils. Results of these tests are shown on Table I.

4.3 **Expansion index tests** (ASTM: D 4829) were performed on remolded samples of the upper soils. Results of these tests are provided on Table II.

4.4 **Corrosion tests** consisting of sulfate, pH, resistivity and chloride analysis to determine potential corrosive effects of soils on concrete and underground utilities. Test results are provided on Table III.

4.5 **R-Value test** per California Test Method 301 was performed on a representative sample, which may be anticipated to be near subgrade to determine pavement design. Result provided within pavement section design section of report.

4.6 **Direct shear tests** (ASTM: D 3080) were performed on undisturbed and disturbed samples of the subsurface soils. The test is performed under saturated conditions at loads of 1,000 lbs./sq.ft., 2,000 lbs./sq.ft., and 2,000 lbs./sq.ft. with results shown on Plate A.

4.7 **Consolidation tests** (ASTM: D 2435) were performed on undisturbed samples to determine the differential and total settlement which may be anticipated based upon the proposed loads. Water was added to the samples at a surcharge of one KSF and the settlement curves are plotted on Plates B and C.

5.0 Infiltration Characteristics

Infiltration tests within the site were performed to provide preliminary infiltration rates for the purpose of planning and design of an on-site water disposal system. The infiltration tests consisted of the double ring infiltration test per ASTM Method D 3385. Based upon the results of our testing, the soils encountered in the planned on-site drainage disposal system area exhibit the following infiltration rates with our calculations given in Appendix C.

Test No.	Depth	Infiltration Rate
T-6	5	25.6 in/hr
T-7	10'	48.0 in/hr

The correction factors CF_t, CF_v and CF_s are given below based on soils at 5 and 10 feet below ground surface from our field tests.

a) $CF_t = R_f = 1.0$ for our double ring infiltration test holes.

b) $CF_v = 1.0$ based on uniform soils encountered in two trenches for infiltration tests.

c) $CF_s = 2.0$ for long-term siltation, plugging and maintenance. The subsurface soils are likely to have some plugging and regular maintenance of storm water discharge devices is required.

Based upon the results of our field testing, the subsurface soils encountered in the proposed on-site drainage disposal system from 5 to 10 feet below ground surface shall utilize a design infiltration rate of 18 in/hr. All systems must meet the latest city and/or county specifications and California Regional Water Quality Control Board (CRWQCB) requirements.

Foundations shall be set back a minimum distance of 10 feet from the drainage disposal system and the bottom of footing shall be a minimum of 10 feet from the expected zone of saturation. The boundary of the zone of saturation may be assumed to project downward from the top of the permeable portion of the disposal system at an inclination of 1 to 1 or flatter, as determined by the soils engineer.

5.0 Seismicity Evaluation

The proposed development lies outside of any Alquist Priolo Special Studies Zone and the potential for damage due to direct fault rupture is considered very remote. The site is located in an area of high regional seismicity and the Cucamonga fault is located 7 kilometers from the site. Ground shaking originating from earthquakes along other active faults in the region is expected to induce lower horizontal accelerations due to smaller anticipated earthquakes and/or greater distances to other faults.

The seismic design of the project has been updated to the latest 2010 ASCE 7-10 (with July 2013 errata) standards and the mapped seismic ground motions were provided by using the Java based program available from the United States Geological Survey (USGS) website: http://geohazards.usgs.gov/designmaps/us/application.php. The earthquake design parameters are listed on the following page.

Seismic Design Parameters

Site Location	Latitude	34.109°
	Longitude	-117.481°
Site Class		D
Maximum Spectral Response Acceleration	S_S	1.500g
	S_1	0.600g
Adjusted Maximum Acceleration	S_{MS}	1.500g
	S_{M1}	0.900g
Design Spectral Response Acceleration Parameters	S_{DS}	1.000g
	S_{D1}	0.600g

6.0 Liquefaction Evaluation

The site is expected to experience ground shaking and earthquake activity that is typical of Southern California area. It is during severe ground shaking that loose, granular soils below the groundwater table can liquefy. Our analysis indicates the potential for liquefaction at this site is considered to be very low due to the depth of groundwater in excess of 400 feet within the vicinity area based on review of ground water maps of the Upper Santa Ana River Basin. (Carson and Matti, 1982). Thus, the design of the proposed construction in conformance with the latest Building Code provisions for earthquake design is expected to provide mitigation of ground shaking hazards that are typical to Southern California.

7.0 Conclusions and Recommendations

Based upon our evaluations, the proposed development is acceptable from a geotechnical engineering standpoint. By following the recommendations and guidelines set forth in our report, the structures will be safe from excessive settlements under the anticipated design loadings and conditions. The proposed development shall meet all requirements of the City Building Ordinance and will not impose any adverse effect on existing adjacent structures.

The following recommendations are based upon geotechnical conditions encountered in our field investigation and laboratory data. Therefore, these surface and subsurface conditions could vary across the site. Variations in these conditions may not become evident until the commencement of grading operations and any unusual conditions which may be encountered in the course of the project development may require the need for additional study and revised recommendations.

It is recommended that site inspections be performed by a representative of this firm during all grading and construction of the development to verify the findings and recommendations documented in this report. The following sections present a discussion of geotechnical related requirements for specific design recommendations of different aspects of the project.

7.1 Site Grading Recommendations

Any vegetation and or demolition debris shall be removed and hauled from proposed grading areas prior to the start of grading operations. Existing vegetation shall not be mixed or disced into the soils. Any removed soils may be reutilized as compacted fill once any deleterious material or oversized materials (in excess of eight inches) is removed. Grading operations shall be performed in accordance with the attached "Specifications for Compacted Fill Operations".

7.1.1 Removal and Recompaction Recommendations

All disturbed soils and/or surficial fill (about 1 to 1½ feet) shall be removed to competent material, the exposed surface scarified to a depth of 12 inches, brought to within 2% of optimum moisture content and compacted to a minimum of 90% of the laboratory standard (ASTM: D 1557) prior to placement of any additional compacted fill soils, foundations, slabs-on-grade and pavement. Grading shall extend a minimum of five horizontal feet outside the edges of foundations or equidistant to the depth of fill placed, whichever is greater.

It is possible that isolated areas of undiscovered fill not described in this report are present on site. If found, these areas should be treated as discussed earlier. A diligent search shall also be conducted during grading operations in an effort to uncover any underground structures, irrigation or utility lines. If encountered, these structures and lines shall be either removed or properly abandoned prior to the proposed construction.

Any imported fill material should be preferably soil similar to the upper soils encountered at the subject site. All soils shall be approved by this firm prior to importing at the site and will be subjected to additional laboratory testing to assure concurrence with the recommendations stated in this report. Care should be taken to provide or maintain adequate lateral support for all adjacent improvements and structures at all times during the grading operations and construction phase. Adequate drainage away from the structures, pavement and slopes should be provided at all times.

If placement of slabs-on-grade and pavement is not completed immediately upon completion of grading operations, additional testing and grading of the areas may be necessary prior to continuation of construction operations. Likewise, if adverse weather conditions occur which may damage the subgrade soils, additional assessment by the geotechnical engineer as to the suitability of the supporting soils may be needed.

7.1.2 Fill Blanket Recommendations

Due to the potential for differential settlement of foundations placed on compacted fill and the medium dense native materials, it is recommended that all foundations including floor slab areas be underlain by a uniform compacted fill blanket at least two feet in thickness. This fill blanket shall extend a minimum of five horizontal feet outside the edges of foundations or equidistant to the depth of fill placed, whichever is greater.

7.2 **Shrinkage and Subsidence**

Results of our in-place density tests reveal that the soil shrinkage will be on the order of 10 to 15% due to excavation and recompaction, based upon the assumption that the fill is compacted to 92% of the maximum dry density per ASTM standards. Subsidence should be 0.2 feet due to earthwork operations. The volume change does not include any allowance for vegetation or organic stripping, removal of subsurface improvements or topographic approximations. Although these values are only approximate, they represent our best estimate of lost yardage, which will likely occur during grading. If more accurate shrinkage and subsidence factors are needed, it is recommended that field testing using the actual equipment and grading techniques should be conducted.

7.3 **Temporary Excavations**

Temporary unsurcharged excavations in the existing site materials less than 4 feet high may be made at a vertical gradient unless cohesionless soils are encountered. In areas where soils with little or no binder are encountered, where adverse geological conditions are exposed, or where excavations are adjacent to existing structures, shoring, slot-cutting, or flatter excavations may be required. The temporary cut slope gradients given do not preclude local raveling and sloughing. All excavations shall be made in accordance with the requirements of CAL-OSHA and other public agencies having jurisdiction. Care should be taken to provide or maintain adequate lateral support for all adjacent improvements and structures at all times during the grading operations and construction phase.

7.4 **Foundation Design**

All foundations may be designed utilizing the following safe bearing capacities for an embedded depth of 18 inches into approved fill materials with the corresponding widths:

Allowable Safe Bearing Capacity (psf)

Width (ft)	Continuous Foundation	Isolated Foundation
1.5	2000	2500
2.0	2075	2575
4.0	2375	2875
6.0	2500	3000

The bearing value may be increased by 500 psf for each additional foot of depth in excess of the 18-inch minimum depth, up to a maximum of 4,000 psf. A one third increase may be used when considering short term loading and seismic forces. Any foundations located along the property lines or where lateral overexcavation is not possible may utilize a safe bearing capacity of 1,500 psf. A representative of this firm shall inspect all foundation excavations prior to pouring concrete.

7.5 Settlement Analysis

Resultant pressure curves for the consolidation tests are shown on Plates B and C. Computations utilizing these curves and the recommended safe bearing capacities reveal that the foundations will experience settlements on the order of 3/4 inch and differential settlements of less than 1/4 inch.

7.6 Lateral Resistance

The following values may be utilized in resisting lateral loads imposed on the structure. Requirements of the California Building Code should be adhered to when the coefficient of friction and passive pressures are combined.

Coefficient of Friction – 0.40

Equivalent Passive Fluid Pressure = 250 lbs./cu.ft.

Maximum Passive Pressure = 2,500 lbs./cu.ft.

The passive pressure recommendations are valid only for approved compacted fill soils.

7.7 **Retaining Wall Design Parameters**

Active earth pressures against retaining wall will be equal to the pressures developed by the following fluid densities. These values are for **granular backfill material** placed behind the walls at various ground slopes above the walls.

Surface Slope of Retained Materials (Horizontal to Vertical)	Equivalent Fluid Density (lb./cu.ft.)
Level	30
5 to 1	35
4 to 1	38
3 to 1	40
2 to 1	45

Any applicable short-term construction surcharges and seismic forces should be added to the above lateral pressure values. An equivalent fluid pressure of 45 pcf may be utilized for the restrained wall condition with a level grade behind the wall.

All walls shall be waterproofed as needed and protected from hydrostatic pressure by a reliable permanent subdrain system. The subsurface drainage system shall consist of 4-inch diameter perforated PVC pipe encased with gravel and wrapped with filter fabric. The granular backfill to be utilized immediately adjacent to the retaining/basement walls shall consist of an approved granular soils with a sand equivalency greater than 30. This backfill zone of free draining material shall consist of a wedge beginning a minimum of one horizontal foot from the base of the wall extending upward at an inclination of no less than 3/4 to 1 (horizontal to vertical).

The seismic-induced lateral soil pressure for walls greater than 6 feet shall be computed using a triangular pressure distribution with the maximum value at the top of the wall. The maximum lateral pressure of (20 pcf) H, where H is the height of the retained soils above the wall footing should be utilized in final design of retaining walls. Sliding resistance values and passive fluid pressures given in our referenced report may be increased by 1/3 during short-term wind and seismic loading conditions.

7.8 Slab Design

All concrete slabs-on-grade shall be at least four inches in office and hardscape areas, six inches in warehouse and placed on approved subgrade soils. Additional reinforcement requirements and an increase in thickness of the slabs-on-grade may be necessary based upon soils expansion potential and proposed loading conditions in the structures and should be evaluated further by the project engineers and/or architect.

A vapor retarder (10-mil minimum thickness) should be utilized in areas which would be sensitive to the infiltration of moisture. This retarder shall meet requirements of ASTM E 96, *Water Vapor Transmission of Materials* and ASTM E 1745, *Standard Specification for Water Vapor Retarders used in Contact with Soil or Granular Fill Under Concrete Slabs.* The vapor retarder shall be installed in accordance with procedures stated in ASTM E 1643, *Standard practice for Installation of Water Vapor Retarders used in Contact with Earth or Granular Fill Under Concrete Slabs.*

The moisture retarder may be placed directly upon approved subgrade soils, although one to two inches of sand beneath the membrane is desirable. The subgrade upon which the retarder is placed shall be smooth and free of rocks, gravel or other protrusions which may damage the retarder. Use of sand above the retarder is under the purview of the structural engineer; if sand is used over the retarder, it should be placed in a dry condition.

7.9 Pavement Section Design

The table below provides a preliminary pavement design based upon an R-Value of 74 for the proposed pavement areas.

Type of Traffic	Traffic Index	Asphaltic Concrete (in)	Base Material (in)
Automobile Parking Stalls and Circulation Areas	4.0/5.0	3.0	3.0
Medium Truck Access Areas (GVW < 42,000 lbs.; 3 axle)	6.0	3.5	4.5

All concrete slabs to be utilized for pavement shall be a minimum of six inches in thickness and placed on approved subgrade soils. The above recommendations are based upon estimated traffic loads. Client should submit anticipated traffic loadings, when available, so that pavement sections may be reviewed to determine adequacy to support these loads. Final pavement design may need to be based on R-Value testing of the subgrade soils near the conclusion of rough grading to assure that these soils are consistent with those assumed in this preliminary design.

Any approved base material shall consist of a Class II aggregate or equivalent and should be compacted to a minimum of 95% relative compaction. All pavement materials shall conform to the requirements set forth by the City of Fontana. The base material and asphaltic concrete should be tested prior to delivery to the site and during placement to determine conformance with the project specifications. A pavement engineer shall designate the specific asphalt mix design to meet the required project specifications.

All pavement areas shall have positive drainage toward an approved outlet from the site. Drain lines behind curbs and/or adjacent to landscape areas should be considered by client and the appropriate design engineers to prevent water from infiltrating beneath pavement. If such infiltration occurs, damage to pavement, curbs and flow lines, especially on sites with expansive soils, may occur during the life of the project.

7.10 Utility Trench and Excavation Backfill

Trenches from installation of utility lines and other excavations may be backfilled with on-site soils or approved imported soils compacted to a minimum of 90% relative compaction. All utility lines shall be properly bedded with clean sand having a sand equivalency rating of 30 (SE > 30) or more. This bedding material shall be thoroughly water jetted around the pipe structure prior to placement of compacted backfill soils.

7.11 Corrosion Design Criteria

Representative samples of the surficial soils, typical of the subgrade soils expected to be encountered within foundation excavations and underground utilities were tested for corrosion potential. The minimum resistivity value obtained for the samples tested is representative of an environment that may be corrosive to metals. The soil pH value was considered mildly acidic and may have a significant effect on soil corrosivity. Consideration should be given to corrosion protection systems for buried metal such as protective coatings, wrappings or the use of PVC where permitted by local building codes.

According to Table 4.3.1, ACI 318 Building Code and Commentary, these contents revealed negligible levels of sulfate exposure. Therefore, a Type II cement according to latest UBC specifications may be utilized for building foundations at this time. Additional sulfate tests shall be performed at the completion of site grading to assure that these soils are consistent with the recommendations stated in this design. Sulfate test results may be found on the attached Table III.

7.12 Expansive Soil

If any expansive soils are encountered, special attention should be given to the project design and maintenance. The attached *Expansive Soil Guidelines* should be reviewed by the engineers, architects, owner, maintenance personnel and other interested parties and considered during the design of the project and future property maintenance.

8.0 Closure

The recommendations and conclusions contained in this report are based upon the soil conditions uncovered in our test excavations. No warranty of the soil condition between our excavations is implied. NorCal Engineering should be notified for possible further recommendations if unexpected to unfavorable conditions are encountered during construction phase.

It is the responsibility of the owner to ensure that all information within this report is submitted to the Architect and appropriate Engineers for the project. This firm should have the opportunity to review the final plans to verify that all our recommendations are incorporated. This report and all conclusions are subject to the review of the controlling authorities for the project.

A preconstruction conference should be held between the developer, general contractor, grading contractor, city inspector, architect, and soil engineer to clarify any questions relating to the grading operations and subsequent construction. Our representative should be present during the grading operations and construction phase to certify that such recommendations are complied within the field.

This geotechnical investigation has been conducted in a manner consistent with the level of care and skill exercised by members of our profession currently practicing under similar conditions in the Southern California area. No other warranty, expressed or implied is made.

We appreciate this opportunity to be of service to you. If you have any further questions, please do not hesitate to contact the undersigned.

Respectfully submitted,
NORCAL ENGINEERING

Keith D. Tucker
Project Engineer
R.G.E. 841

Scott D. Spensiero
Project Manager

SPECIFICATIONS FOR PLACEMENT OF COMPACTED FILL

Excavation

Any existing low density soils and/or saturated soils shall be removed to competent natural soil under the inspection of the Soils Engineering Firm. After the exposed surface has been cleansed of debris and/or vegetation, it shall be scarified until it is uniform in consistency, brought to the proper moisture content and compacted to a minimum of 90% relative compaction (in accordance with ASTM: D-1557).

In any area where a transition between fill and native soil or between bedrock and soil are encountered, additional excavation beneath foundations and slabs will be necessary in order to provide uniform support and avoid differential settlement of the structure.

Material For Fill

The on-site soils or approved import soils may be utilized for the compacted fill provided they are free of any deleterious materials and shall not contain any rocks, brick, asphaltic concrete, concrete or other hard materials greater than eight inches in maximum dimensions. Any import soil must be approved by the Soils Engineering firm a minimum of 24 hours prior to importation of site.

Placement of Compacted Fill Soils

The approved fill soils shall be placed in layers not excess of six inches in thickness. Each lift shall be uniform in thickness and thoroughly blended. The fill soils shall be brought to within 2% of the optimum moisture content, unless otherwise specified by the Soils Engineering firm. Each lift shall be compacted to a minimum of 90% relative compaction (in accordance with ASTM: D-1557) and approved prior to the placement of the next layer of soil. Compaction tests shall be obtained at the discretion of the Soils Engineering firm but to a minimum of one test for every 500 cubic yards placed and/or for every 2 feet of compacted fill placed.

The minimum relative compaction shall be obtained in accordance with accepted methods in the construction industry. The final grade of the structural areas shall be in a dense and smooth condition prior to placement of slabs-on-grade or pavement areas. No fill soils shall be placed, spread or compacted during unfavorable weather conditions. When the grading is interrupted by heavy rains, compaction operations shall not be resumed until approved by the Soils Engineering firm.

Grading Observations

The controlling governmental agencies should be notified prior to commencement of any grading operations. This firm recommends that the grading operations be conducted under the observation of a Soils Engineering firm as deemed necessary. A 24 hour notice must be provided to this firm prior to the time of our initial inspection.

Observation shall include the clearing and grubbing operations to assure that all unsuitable materials have been properly removed; approve the exposed subgrade in areas to receive fill and in areas where excavation has resulted in the desired finished grade and designate areas of overexcavation; and perform field compaction tests to determine relative compaction achieved during fill placement. In addition, all foundation excavations shall be observed by the Soils Engineering firm to confirm that appropriate bearing materials are present at the design grades and recommend any modifications to construct footings.

Expansive Soil Guidelines

The following expansive soil guidelines are provided for your project. The intent of these guidelines is to inform you, the client, of the importance of proper design and maintenance of projects supported on expansive soils. ***You, as the owner or other interested party, should be warned that you have a duty to provide the information contained in the soil report including these guidelines to your design engineers, architects, landscapers and other design parties in order to enable them to provide a design that takes into consideration expansive soils.***

In addition, you should provide the soil report with these guidelines to any property manager, lessee, property purchaser or other interested party that will have or assume the responsibility of maintaining the development in the future.

Expansive soils are fine-grained silts and clays which are subject to swelling and contracting. The amount of this swelling and contracting is subject to the amount of fine-grained clay materials present in the soils and the amount of moisture either introduced or extracted from the soils. Expansive soils are divided into five categories ranging from "very low" to "very high". Expansion indices are assigned to each classification and are included in the laboratory testing section of this report. *If the expansion index of the soils on your site, as stated in this report, is 21 or higher, you have expansive soils.* The classifications of expansive soils are as follows:

Classification of Expansive Soil*

Expansion Index	Potential Expansion
0-20	Very Low
21-50	Low
51-90	Medium
91-130	High
Above 130	Very High

When expansive soils are compacted during site grading operations, care is taken to place the materials at or slightly above optimum moisture levels and perform proper compaction operations. Any subsequent excessive wetting and/or drying of expansive soils will cause the soil materials to expand and/or contract. These actions are likely to cause distress of foundations, structures, slabs-on-grade, sidewalks and pavement over the life of the structure. ***It is therefore imperative that even after construction of improvements, the moisture contents are maintained at relatively constant levels, allowing neither excessive wetting or drying of soils.***

Evidence of excessive wetting of expansive soils may be seen in concrete slabs, both interior and exterior. Slabs may lift at construction joints producing a trip hazard or may crack from the pressure of soil expansion. Wet clays in foundation areas may result in lifting of the structure causing difficulty in the opening and closing of doors and windows, as well as cracking in exterior and interior wall surfaces. In extreme wetting of soils to depth, settlement of the structure may eventually result. Excessive wetting of soils in landscape areas adjacent to concrete or asphaltic pavement areas may also result in expansion of soils beneath pavement and resultant distress to the pavement surface.

Excessive drying of expansive soils is initially evidenced by cracking in the surface of the soils due to contraction. Settlement of structures and on-grade slabs may also eventually result along with problems in the operation of doors and windows.

Projects located in areas of expansive clay soils will be subject to more movement and "hairline" cracking of walls and slabs than similar projects situated on non-expansive sandy soils. There are, however, measures that developers and property owners may take to reduce the amount of movement over the life the development. The following guidelines are provided to assist you in both design and maintenance of projects on expansive soils:

- Drainage away from structures and pavement is essential to prevent excessive wetting of expansive soils. Grades should be designed to the latest building code and maintained to allow flow of irrigation and rain water to approved drainage devices or to the street. Any "ponding" of water adjacent to buildings, slabs and pavement after rains is evidence of poor drainage; the installation of drainage devices or regrading of the area may be required to assure proper drainage. Installation of rain gutters is also recommended to control the introduction of moisture next to buildings. Gutters should discharge into a drainage device or onto pavement which drains to roadways.

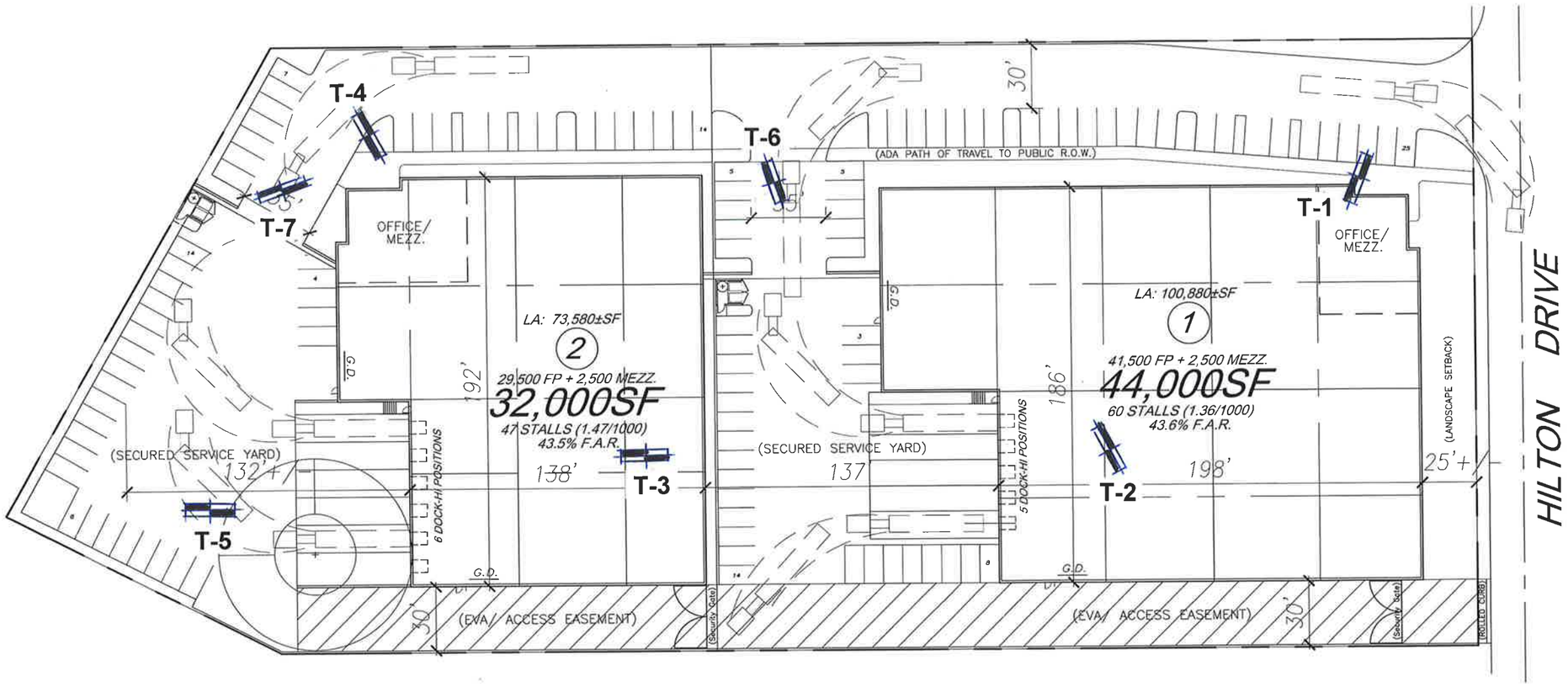
- Irrigation should be strictly controlled around building foundations, slabs and pavement and may need to be adjusted depending upon season. This control is essential to maintain a relatively uniform moisture content in the expansive soils and to prevent swelling and contracting. Over-watering adjacent to improvements may result in damage to those improvements. NorCal Engineering makes no specific recommendations regarding landscape irrigation schedules.

- Planting schemes for landscaping around structures and pavement should be analyzed carefully. Plants (including sod) requiring high amounts of water may result in excessive wetting of soils. Trees and large shrubs may actually extract moisture from the expansive soils, thus causing contraction of the fine-grained soils.

- Thickened edges on exterior slabs will assist in keeping excessive moisture from entering directly beneath the concrete. A six-inch thick or greater deepened edge on slabs may be considered. Underlying interior and exterior slabs with 6 to 12 inches or more of non-expansive soils and providing presaturation of the underlying clayey soils as recommended in the soil report will improve the overall performance of on-grade slabs.

- Increase the amount of steel reinforcing in concrete slabs, foundations and other structures to resist the forces of expansive soils. The precise amount of reinforcing should be determined by the appropriate design engineers and/or architects.

- Recommendations of the soil report should always be followed in the development of the project. Any recommendations regarding presaturation of the upper subgrade soils in slab areas should be performed in the field and verified by the Soil Engineer.



N

0 20' 40'

1 INCH = 60 FEET

NorCal Engineering
SOILS AND GEOTECHNICAL CONSULTANTS

PROJECT 12343-05 | DATE OCTOBER 2017

SITE PLAN

List of Appendices

(in order of appearance)

Appendix A - Log of Excavations

- Log of Trenches T-1 to T-7

- **Appendix B - Laboratory Tests**
- Table I - Maximum Dry Density
  - Table II – Expansion
  - Table III – Corrosion
    - R Value

  - Plate A - Direct Shear
- Plates B and C – Consolidation

Appendix C – Soil Infiltration Data

Appendix A

MAJOR DIVISION			GRAPHIC SYMBOL	LETTER SYMBOL	TYPICAL DESCRIPTIONS
COARSE GRAINED SOILS	GRAVEL AND GRAVELLY SOILS	CLEAN GRAVELS (LITTLE OR NO FINES)		GW	WELL-GRADED GRAVELS, GRAVEL. SAND MIXTURES, LITTLE OR NO FINES
				GP	POORLY-GRADED GRAVELS, GRAVEL-SAND MIXTURES, LITTLE OR NO FINES
	MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES)		GM	SILTY GRAVELS, GRAVEL-SAND-SILT MIXTURES
				GC	CLAYEY GRAVELS, GRAVEL-SAND-CLAY MIXTURES
MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	SAND AND SANDY SOILS	CLEAN SAND (LITTLE OR NO FINES)		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
				SP	POORLY-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
	MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE	SANDS WITH FINE (APPRECIABLE AMOUNT OF FINES)		SM	SILTY SANDS, SAND-SILT MIXTURES
				SC	CLAYEY SANDS, SAND-CLAY MIXTURES
FINE GRAINED SOILS	SILTS AND CLAYS	LIQUID LIMIT LESS THAN 50		ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
				CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
				OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE	SILTS AND CLAYS	LIQUID LIMIT GREATER THAN 50		MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS
				CH	INORGANIC CLAYS OF HIGH PLASTICITY, FAT CLAYS
				OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS
HIGHLY ORGANIC SOILS				PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS

UNIFIED SOIL CLASSIFICATION SYSTEM

KEY:

- ■ Indicates 2.5-inch Inside Diameter. Ring Sample.
- ⊠ Indicates 2-inch OD Split Spoon Sample (SPT).
- ⧅ Indicates Shelby Tube Sample.
- ◫ Indicates No Recovery.
- ◧ Indicates SPT with 140# Hammer 30 in. Drop.
- ⊠ Indicates Bulk Sample.
- ◩ Indicates Small Bag Sample.
- ◨ Indicates Non-Standard
- ⧓ Indicates Core Run.

COMPONENT PROPORTIONS

DESCRIPTIVE TERMS	RANGE OF PROPORTION
Trace	1 - 5%
Few	5 - 10%
Little	10 - 20%
Some	20 - 35%
And	35 - 50%

COMPONENT DEFINITIONS

COMPONENT	SIZE RANGE
Boulders	Larger than 12 in
Cobbles	3 in to 12 in
Gravel	3 in to No 4 (4.5mm)
Coarse gravel	3 in to 3/4 in
Fine gravel	3/4 in to No 4 (4.5mm)
Sand	No. 4 (4.5mm) to No. 200 (0.074mm)
Coarse sand	No. 4 (4.5 mm) to No. 10 (2.0 mm)
Medium sand	No. 10 (2.0 mm) to No. 40 (0.42 mm)
Fine sand	No. 40 (0.42 mm) to No. 200 (0.074 mm)
Silt and Clay	Smaller than No. 200 (0.074 mm)

MOISTURE CONTENT

DRY	Absence of moisture, dusty, dry to the touch.
DAMP	Some perceptible moisture; below optimum
MOIST	No visible water; near optimum moisture content
WET	Visible free water, usually soil is below water table.

RELATIVE DENSITY OR CONSISTENCY VERSUS SPT N -VALUE

COHESIONLESS SOILS		COHESIVE SOILS		
Density	N (blows/ft)	Consistency	N (blows/ft)	Approximate Undrained Shear Strength (psf)
Very Loose	0 to 4	Very Soft	0 to 2	< 250
Loose	4 to 10	Soft	2 to 4	250 - 500
Medium Dense	10 to 30	Medium Stiff	4 to 8	500 - 1000
Dense	30 to 50	Stiff	8 to 15	1000 - 2000
Very Dense	over 50	Very Stiff	15 to 30	2000 - 4000
		Hard	over 30	> 4000

Log of Trench T-1

Project: Hilton Lane, LLC/Fontana	
Date of Drilling: 7/29/05	Groundwater Depth: None Encountered
Drilling Method: Backhoe	
Hammer Weight:	Drop:

Depth (feet)	Geotechnical Description	Lith-ology	Samples: Type	Samples: Blow counts	Laboratory: Moisture (%)	Laboratory: Dry Density (pcf)	Laboratory: Fines (%)
	Surface Elevation Not Measured						
0	DISTURBED TOP/FILL Silty SAND with gravel Grey-brown, loose, dry		■		1.3	111.5	
	NATURAL Silty SAND with gravel and some cobbles (<12" diameter) Brown, medium dense, damp						
5	fine to coarse grained; silty to slightly silty		■		1.5	113.0	
10			■		3.3	116.2	
	Gravelly SAND Grey-brown, medium dense, damp						
15	Boring completed at depth of 15'		■		1.7	114.0	
20							
25							
30							
35							

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1

Log of Trench T-2

Project	Hilton Lane, LLC/Fontana
Date of Drilling: 7/29/05	Groundwater Depth: None Encountered
Drilling Method: Backhoe	
Hammer Weight:	Drop:

Depth (feet)	Geotechnical Description	Lith-ology	Samples: Type	Samples: Blow counts	Laboratory: Moisture (%)	Laboratory: Dry Density (pcf)	Laboratory: Fines (%)
	Surface Elevation Not Measured						
0	DISTURBED TOP/FILL Silty SAND with gravel Grey-brown, loose, dry						
	NATURAL Silty SAND with gravel and some cobbles (<12" diameter) Brown, medium dense, damp		■		3.3	113.7	
5	fine to coarse grained; silty to slightly silty		■		4.0	115.1	
10	Boring completed at depth of 10'						
15							
20							
25							
30							
35							

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Project No. 12343-05

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Log of Trench T-3

Project	Hilton Lane, LLC/Fontana
Date of Drilling: 7/29/05	Groundwater Depth: None Encountered
Drilling Method: Backhoe	
Hammer Weight:	Drop:

Depth (feet)	Geotechnical Description	Lith-ology	Samples: Type	Samples: Blow counts	Laboratory: Moisture (%)	Laboratory: Dry Density (pcf)	Laboratory: Fines (%)
	Surface Elevation Not Measured						
0	DISTURBED TOP/FILL Silty SAND with gravel Grey-brown, loose, dry		■		2.9	110.7	
	NATURAL Silty SAND with gravel and some cobbles (<12" diameter) Brown, medium dense, damp						
5	fine to coarse grained; silty to slightly silty		■		3.7	112.8	
10	Boring completed at depth of 10'						
15							
20							
25							
30							
35							

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Project No. 12343-05

3

Log of Trench T-4

Project Hilton Lane, LLC/Fontana

Date of Drilling: 7/29/05 | **Groundwater Depth: None Encountered**

Drilling Method: Backhoe

Hammer Weight: | **Drop:**

Depth (feet)	Geotechnical Description	Lith-ology	Samples: Type	Samples: Blow counts	Laboratory: Moisture (%)	Laboratory: Dry Density (pcf)	Laboratory: Fines (%)
	Surface Elevation Not Measured						
0	DISTURBED TOP/FILL Silty SAND with gravel Grey-brown, loose, dry		■		2.8	111.2	
	NATURAL Silty SAND with gravel and some cobbles (<12" diameter) Brown, medium dense, damp						
5	fine to coarse grained; silty to slightly silty		■		2.5	114.0	
10	Boring completed at depth of 10'		■		3.1	114.5	
15							
20							
25							
30							
35							

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Project No. 12343-05

4

Log of Trench T-5

Project	Hilton Lane, LLC/Fontana
Date of Drilling: 7/29/05	Groundwater Depth: None Encountered
Drilling Method: Backhoe	
Hammer Weight:	Drop:

Depth (feet)	Geotechnical Description	Lith-ology	Samples		Laboratory		
			Type	Blow counts	Moisture (%)	Dry Density (pcf)	Fines (%)
	Surface Elevation Not Measured						
0	DISTURBED TOP/FILL Silty SAND with gravel Grey-brown, loose, dry						
	NATURAL Silty SAND with gravel and some cobbles (<12" diameter) Brown, medium dense, damp						
5	fine to coarse grained; silty to slightly silty		■		2.7	112.5	
10	Gravelly SAND Grey-brown, medium dense, damp		■		2.3	115.2	
	Boring completed at depth of 12'						
15							
20							
25							
30							
35							

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Project No. 12343-05

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McCan Partners 12343-05	Log of Trench T-6
Boring Location: W of 14900 Hilton Dr, Fontana	
Date of Drilling: 9/29/17	Groundwater Depth: None Encountered
Drilling Method: Backhoe	
Hammer Weight:	Drop:
Surface Elevation: Not Measured	

Depth (feet)	Lith-ology	Material Description	Samples		Laboratory		
			Type	Blow Counts	Moisture	Dry Density	Fines Content %
0		FILL Silty (fine to coarse grained) SAND Brown, loose, dry					
		NATURAL Silty (fine to coarse grained) SAND Brown, medium dense, damp; slightly silty with gravel and cobbles					
5		GWT not encountered Trench completed at depth of 5'					
10							
15							
20							
25							
30							
35							

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4

McCan Partners 12343-05	Log of Trench T-7
Boring Location: W of 14900 Hilton Dr, Fontana	
Date of Drilling: 9/29/17	Groundwater Depth: None Encountered
Drilling Method: Backhoe	
Hammer Weight:	Drop:
Surface Elevation: Not Measured	

Depth (feet)	Lith-ology	Material Description	Samples: Type	Samples: Blow Counts	Laboratory: Moisture	Laboratory: Dry Density	Laboratory: Fines Content %
0		FILL Silty SAND Brown, loose, dry					
		NATURAL Silty (fine to coarse grained) SAND Brown, medium dense, dry to damp; slightly silty with gravel and cobbles					
5		GWT not encountered					
10		Trench completed at depth of 10'					
15							
20							
25							
30							
35							

Date: 10/11/2017 File: C:\Superlog4\PROJECT\12343-05.log SuperLog CivilTech Software, USA www.civiltech.com

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Appendix B

TABLE I
MAXIMUM DENSITY TESTS

Sample	Classification	Optimum Moisture	Maximum Dry Density (lbs./cu.ft.)
T-1 @ 2'	Gravelly SAND	9.5	129.0

TABLE II
EXPANSION INDEX TESTS

Soil Type	Classification	Expansion Index
T-1 @ 2'	Gravelly SAND	3

TABLE III
CORROSION TESTS

Sample	pH	Electrical Resistivity (ohm-cm)	Sulfate (%)	Chloride (ppm)
T-1 @ 2'	7.9	20,660	0.009	41

ND denotes not detected
% by weight
ppm – mg/kg

'R' VALUE CA 301

Project Norcal # Nofhilton - Fontana **Job No.** 2003-072

Sample TE 3 @ 1' **By:** LD

Soil Type Brown, F.M. Silty Sand w. Gravel **Date** 8/2/2005

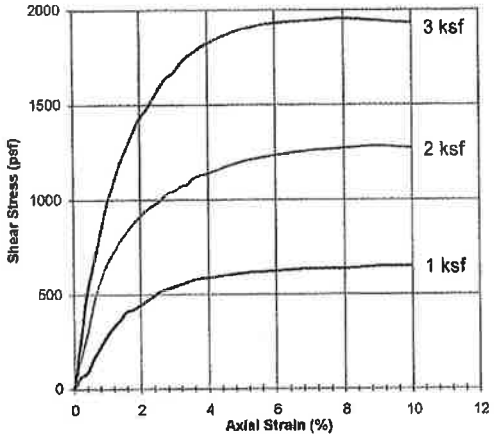
TEST SPECIMEN		A	B	C	Grain Size Distribution		
Compactor Air Pressure	psi	**350**	**350**	**350**	Sieve	As Rec'vd. (%Pass.)	As Tested (%Pass.)
Initial Moisture Content	%	**1.2**	**1.2**	**1.2**	3"		
Water Added	ml	**105**	**110**	**115**	2 1/2"		
Moisture at Compaction	%	10.1	10.5	10.9	2"		
Sample & Mold Weight	gms	**3162**	**3159**	**3172**	1 1/2"		
Mold Weight	gms	**2102**	**2106**	**2112**	1"		
Net Sample Weight	gms	1060	1053	1060	3/4"		
Sample Height	in.	**2.55**	**2.522**	**2.51**	1/2"		
Dry Density	pcf	114.4	114.5	115.4	3/8"		
Pressure	lbs	**9000**	**3980**	**2120**	#4		
Exudation Pressure	psi	717	317	169	#8		
Expansion Dial	x 0.0001	**0**	**0**	**0**	#16		
Expansion Pressure	psf	0	0	0	#30		
Ph at 1000lbs	psi	**17**	**19**	**21**	#50		
Ph at 2000lbs	psi	**26**	**32**	**33**	#100		
Displacement	turns	**3.46**	**3.59**	**4.09**	#200		
R' Value		79	74	70	**Sand Equivalent**		
Corrected 'R' Value		**79**	**74**	**70**	(CTM 217)		

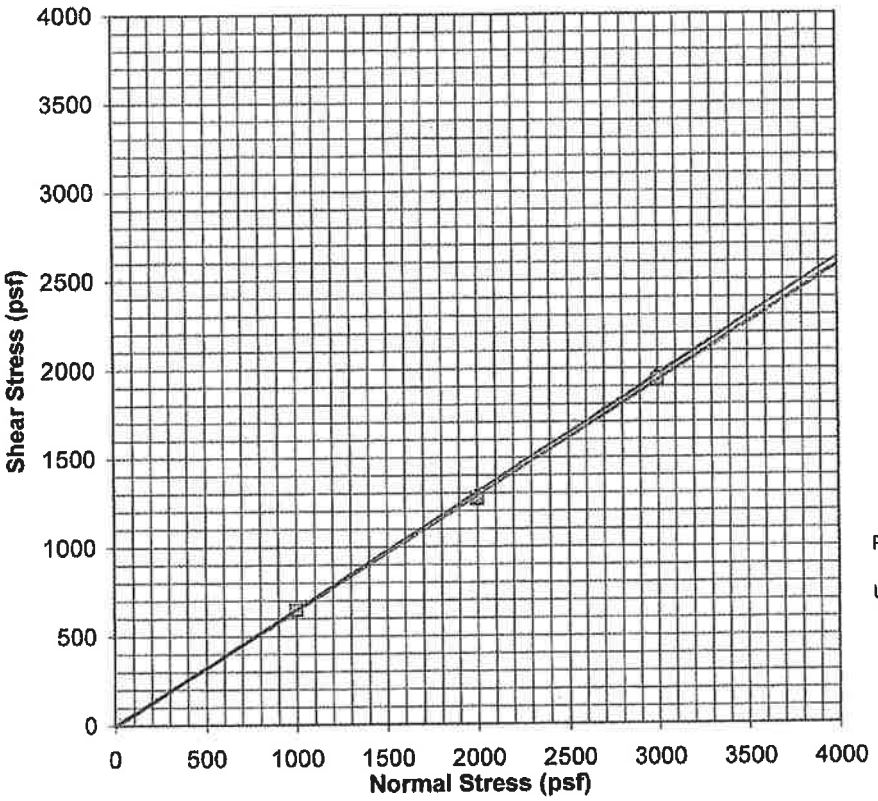
FINAL 'R' VALUE	
By Exudation Pressure (@ 300 psi):	**74**
By Epansion Pressure :	**N/A**
TI =	

GeoLogic Associates

Sample No.	TE4@2'
Sample Type:	Undisturbed-Saturated
Soil Description:	F-C Silty Sand

	1	2	3
Normal Stress, psf	1000	2000	3000
Peak Stress, psf	648	1284	1956
Displacement, in.	0.225	0.225	0.200
Ultimate Stress, psf	648	1272	1932
Displacement, in.	0.250	0.250	0.250
Initial Dry Density, pcf	111.2	111.2	111.2
Initial Water Content, %	2.8	2.8	2.8
Strain Rate, in/min.	0.020	0.020	0.020





	ϕ (Deg)	C (psf)
Peak	33	0
Ultimate	32.5	0

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SOILS AND GEOTECHNICAL CONSULTANTS

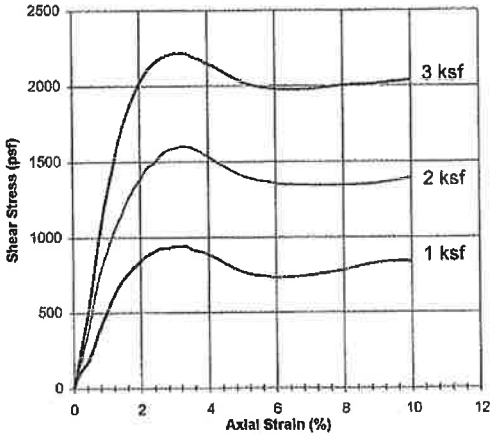
Hilton Lane - Lee & Hemlock - Fontana

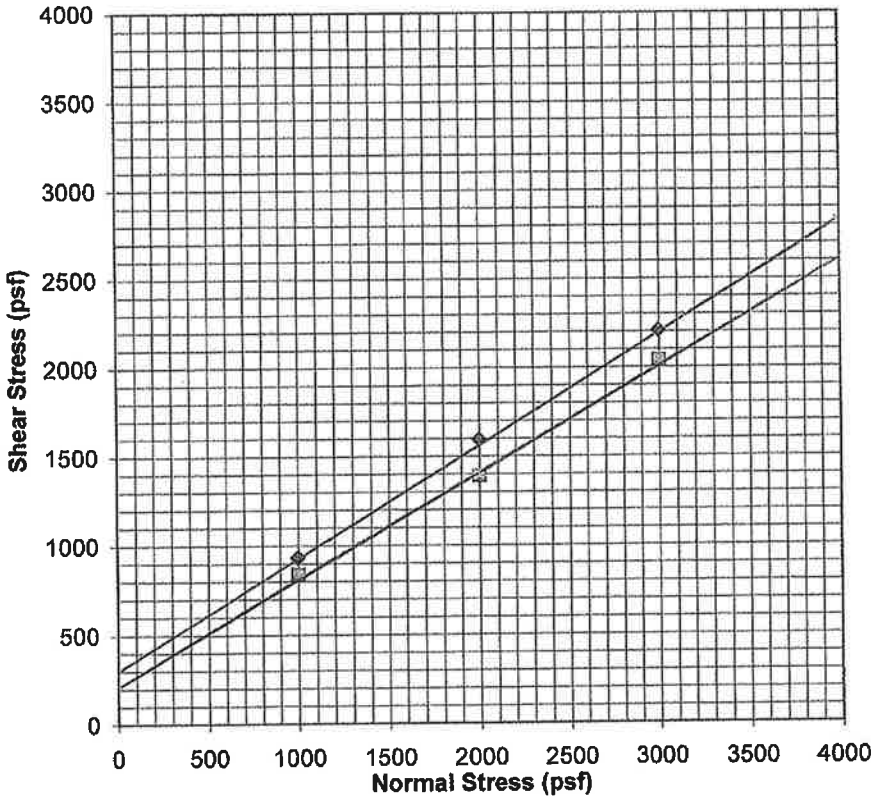
PROJECT: 12343-05 DATE: 8/8/2005

DIRECT SHEAR TEST
Plate B

Sample No.	TE1@1-2'
Sample Type:	Remolded-Saturated
Soil Description:	F-C Silty Sand

	1	2	3
Normal Stress, psf	1000	2000	3000
Peak Stress, psf	936	1596	2208
Displacement, in.	0.075	0.080	0.075
Ultimate Stress, psf	840	1392	2040
Displacement, in.	0.250	0.250	0.250
Initial Dry Density, pcf	117.0	117.0	117.0
Initial Water Content, %	9.5	9.5	9.5
Strain Rate, in/min.	0.020	0.020	0.020





	ϕ (Deg)	C (psf)
Peak	32.5	310
Ultimate	31	220

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SOILS AND GEOTECHNICAL CONSULTANTS

Hilton Lane - Lee & Hemlock - Fontana

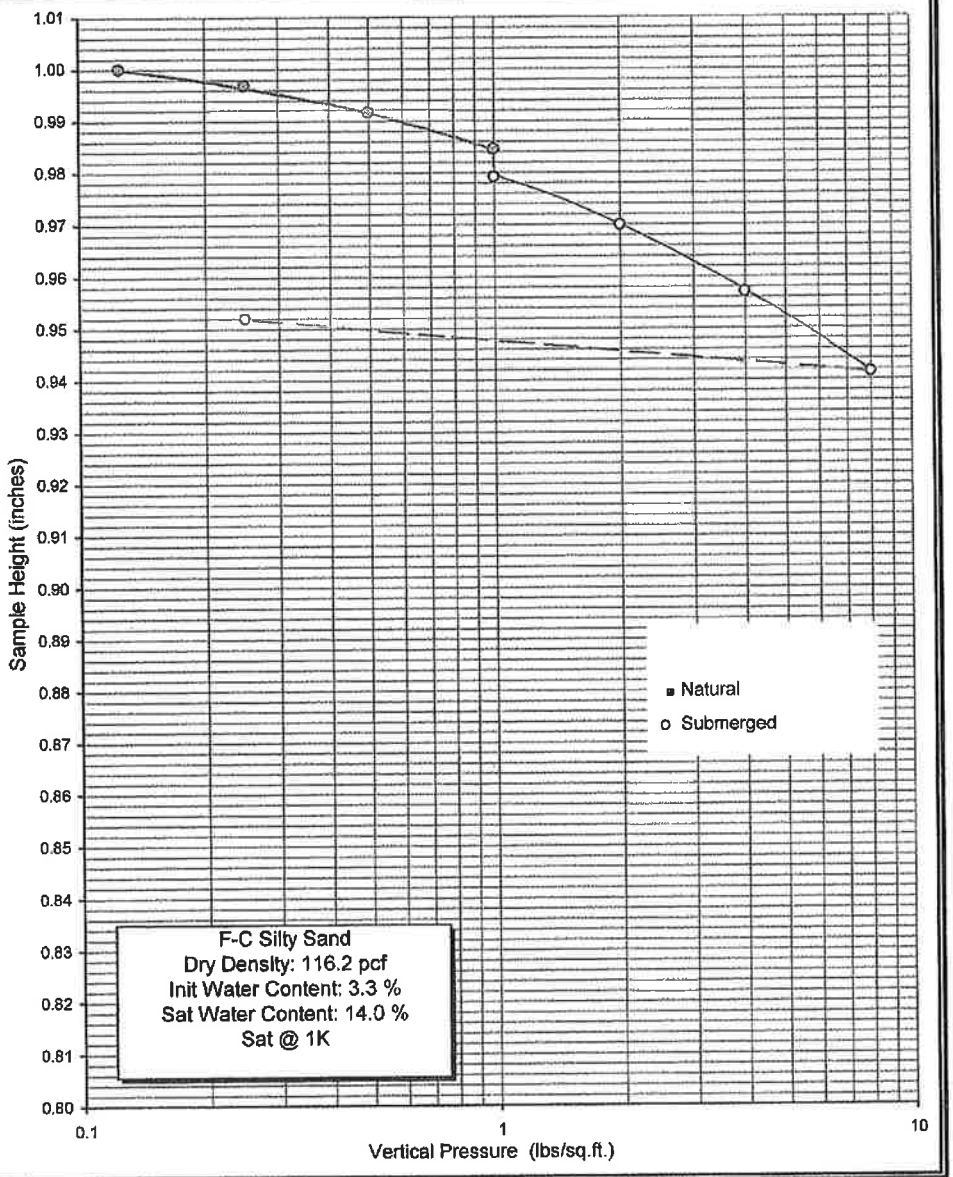
PROJECT: 12343-05 DATE: 8/9/2005

DIRECT SHEAR TEST
Plate A

Sample No.	TE1	Depth	8'	Date	08-08-05

Vertical Pressure (kips/sq.ft.)	Sample Height (inches)	Consol-idation (percent)	
	1		
0.125	1.0000	0.0	Saturated
0.25	0.9969	0.3	
0.5	0.9915	0.8	
1	0.9845	1.6	
1	0.9791	2.1	S
2	0.9699	3.0	
4	0.9570	4.3	
8	0.9415	5.9	
0.25	0.9520	4.8	

Tested: 8/8/2005
Sample No: TE1
Depth: 8'



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SOILS AND GEOTECHNICAL CONSULTANTS

Hilton Lane - Lee & Hemlock - Fontana

PROJECT: 12343-05 DATE: 8/9/2005

CONSOLIDATION TEST

Plate C

Appendix C

NORCAL ENGINEERING

SOILS AND GEOTECHNICAL CONSULTANTS

Project:	**McCan Partners**
Project No:	12343-05
Date:	9/29/17
Test No.	T-6
Depth:	5'
Tested By:	J.S.

	TIME (hr/min)	CHANGE TIME (min)	CUMULATIVE TIME (min)	INNER RING READING (cm)	INNER RING CHANGE	INNER RING FLOW (cc)	OUTER RING READING (cm)	OUTER RING CHANGE (cm)	OUTER RING FLOW (cc)	INNER RING INF RATE (cm/hr)	OUTER RING INF RATE (cm/hr)	INNER RING INF RATE (ft/hr)
1	8:55			99.2			44.0					
	9:00	5	5	109.5	10.3		53.6	9.6				
2	9:00			97.7			41.8					
	9:05	5	10	106.6	8.9		50.8	9.0				
3	9:05			97.9			41.8					
	9:10	5	15	105.6	7.7		49.7	7.9				
4	9:10			98.3			42.3					
	9:15	5	20	105.3	7.0		49.3	7.0				
5	9:15			100.5			44.3					
	9:20	5	25	106.7	6.2		50.8	10.5				
6	9:20			100.0			43.9					
	9:25	5	30	106.2	6.2		50.1	6.2				
7	9:25			99.6			43.8					
	9:30	5	35	105.6	6.0		49.7	5.9		72.0	70.8	
8	9:30			98.8			43.0					
	9:35	5	40	104.6	5.8		49.0	6.0		69.6	72.0	
9	9:35			98.5			42.1					
	9:40	5	45	104.4	5.9		48.4	6.3		70.8	75.6	
10	9:40			97.8			42.0					
	9:45	5	50	103.0	5.2		47.3	5.3		62.4	63.6	
11	9:45			98.4			42.5					
	9:50	5	55	103.4	5.0		47.4	4.9		60.0	59.4	
12	9:50			103.4			47.4					
	9:55	5	60	107.5	4.1		51.7	4.3		49.2	51.6	

Average = 64.0 / 65.5

NORCAL ENGINEERING

SOILS AND GEOTECHNICAL CONSULTANTS

Project: McCan Partners
Project No: 12343-05
Date: 9/29/17
Test No. T-7
Depth: 10'
Tested By: J.S.

	TIME (hr/min)	CHANGE TIME (min)	CUMULATIVE TIME (min)	INNER RING READING (cm)	INNER RING CHANGE	INNER RING FLOW (cc)	OUTER RING READING (cm)	OUTER RING CHANGE (cm)	OUTER RING FLOW (cc)	INNER RING INF RATE (cm/hr)	OUTER RING INF RATE (cm/hr)	INNER RING INF RATE (ft/hr)
1	12:14			99.5			42.5					
	12:17	3	3	109.5	10.0		52.3	9.8				
2	12:17			99.3			40.0					
	12:20	3	6	109.4	10.1		48.1	8.1				
3	12:20			99.0			42.5					
	12:23	3	9	107.2	8.2		50.1	7.6				
4	12:23			98.8			42.4					
	12:26	3	12	106.0	7.2		49.1	6.7				
5	12:26			98.4			42.3					
	12:29	3	15	106.2	7.8		48.3	6.0				
6	12:29			101.0			44.0					
	12:32	3	18	107.1	6.1		50.0	6.0		122	120	
7	12:32			98.5			42.2					
	12:35	3	21	105.3	6.8		48.3	6.1		136	122	
8	12:35			99.3			43.3					
	12:38	3	24	106.0	6.7		49.0	5.7		134	114	
9	12:38			99.3			43.2					
	12:41	3	27	105.3	6.0		48.7	5.5		120	110	
10	12:41			99.0			42.7					
	12:44	3	30	105.0	6.0		48.5	5.8		120	116	
11	12:44			98.4			42.1					
	12:47	3	33	104.1	5.7		47.8	5.7		114	114	
12	12:47			104.1			47.8					
	12:50	3	36	108.7	4.6		52.5	4.7		92	94	
									Average =	120	/ 113	

Worksheet H: Factor of Safety and Design Infiltration Rate and Worksheet

Factor Category		Factor Description	Assigned Weight (w)	Factor Value (v)	Product (p) p = w x v
A	Suitability Assessment	Soil assessment methods	0.25	1	0.25
		Predominant soil texture	0.25	1	0.25
		Site soil variability	0.25	1	0.25
		Depth to groundwater / impervious layer	0.25	1	0.25
		Suitability Assessment Safety Factor, S_A = Lp			1.00
B	Design	Tributary area size	0.25	2	0.50
		Level of pretreatment/ expected sediment loads	0.25	1	0.25
		Redundancy	0.25	3	0.75
		Compaction during construction	0.25	1	0.25
		Design Safety Factor, S_B = Lp			1.75
Combined Safety Factor, S_{TOT}= S_A x S_B					1.75; USE 2.0
Measured Infiltration Rate, inch/hr, K_M (corrected for test-specific bias)					25.6 (lowest tested rate)
Design Infiltration Rate, in/hr, K_{DESIGN} = S_{TOT} × K_M					Use 12.8

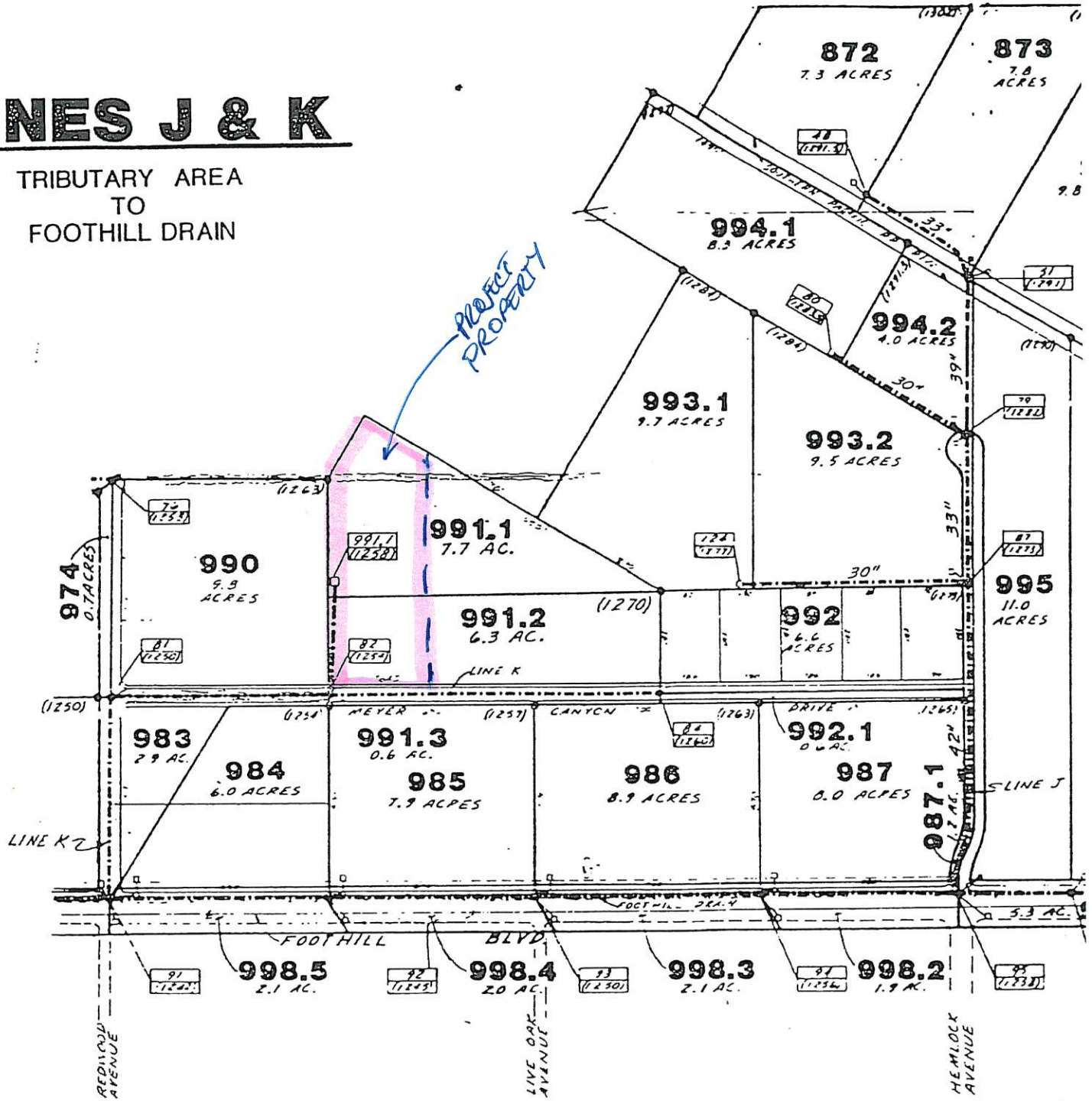
Supporting Data

Briefly describe infiltration test and provide reference to test forms:
See Section 6.4 of the project WQMP for project Soil Infiltration Testing by Norcal Engineering, Project No. 12343-05, dated 10/6/2017. Two locations were tested within the limits of the proposed underground infiltration system and the lowest value is to be used in the design of proposed infiltration BMPs.

Note: The minimum combined adjustment factor shall not be less than 2.0 and the maximum combined adjustment factor shall not exceed 9.0.

LINES J & K

TRIBUTARY AREA
TO
FOOTHILL DRAIN



MASTER PLAN HYDROLOGY (LINE K)

The project site is 3.98 ACRES OF THE 14.0 ACRES comprising Area 991.1 & 991.2 SHOWN ON MAP on next sheet.

Q_{10} FOR 991.1 = 16.85 cfs
Q_{10} FOR 991.2 = 12.27 cfs
29.12 CFS

Area for 991.1 & 991.2 = 14.0 AC
Area for project = 3.98 AC

Q/AC = 29.12/14.0 = 2.08 cfs/ACRE.

Q_{10} FOR PROJECT SITE PER MASTER PLAN =
3.98 (2.08) CFS = 8.28 cfs ← Q_{10}

$Q_{.25}$ FOR 991.1 = 19.69 cfs
$Q_{.25}$ FOR 991.2 = 14.44 cfs
34.13 cfs

Q/AC = 34.13/14 = 2.44 cfs/ACRE

$Q_{.25}$ FOR PROJECT SITE PER MASTER PLAN =
(3.98)(2.44) = 9.71 cfs ← Q_{25}

Q_{100} FOR 991.1 = 25.26 cfs
Q_{100} FOR 991.2 = 18.61 cfs
43.87 cfs

Q/AC = 43.87/14 = 3.13 cfs/ACRE

Q_{100} FOR PROJECT SITE PER MASTER PLAN =
(3.98)(3.13) = 12.46 cfs ← Q_{100}

LAND DEVELOPMENT DESIGN COMPANY, LLC
2313 E. Philadelphia St., Ste. F
ONTARIO, CA 91761
(909) 930-1466
FAX (909) 930-1468
PLANNING • CIVIL • SURVEYING

DATE:	SCALE:	SHEET:	JOB NO.	

APPENDIX F
CULTURAL RESOURCES STUDY

CULTURAL RESOURCES ASSESSMENT

HILTON INDUSTRIAL FACILITY BUSINESS PARK PROJECT

CITY OF FONTANA

SAN BERNARDINO COUNTY, CALIFORNIA

LSA

March 2022

CULTURAL RESOURCES ASSESSMENT

HILTON INDUSTRIAL FACILITY BUSINESS PARK PROJECT

CITY OF FONTANA

SAN BERNARDINO COUNTY, CALIFORNIA

Prepared for:

Jon Dille
Associate Planner
City of Fontana
Community Development Department
8353 Sierra Avenue
Fontana, California 92335

Prepared by:

Riordan Goodwin, RA
LSA Associates, Inc.
1500 Iowa Avenue, Suite 200
Riverside, California 92507
(951) 781-9310

LSA Project No. CFN2005.06

National Archaeological Database Information:
Type of Study: Reconnaissance Survey
Sites Recorded: None
USGS 7.5' Quadrangle: *Fontana, California*
Acreage: ~4 acres
Keywords: Phase I, negative results, no monitoring recommended.

LSA

March 2022

MANAGEMENT SUMMARY

LSA was retained by the City of Fontana to conduct a cultural resources assessment for the proposed Hilton Industrial Facility Business Park Project in the City of Fontana, San Bernardino County, California. This cultural resources assessment was completed pursuant to the California Environmental Quality Act (CEQA).

A cultural resources records search, additional research, and a field survey were conducted for the project area. No cultural resources are documented within the project parcel, and none were identified by the survey. No prehistoric resources were documented within a mile, and sensitivity for in situ undocumented subsurface resources is low. Therefore, no further investigation or archaeological monitoring is recommended.

In the event previously undocumented archaeological resources are identified during earthmoving activities, further work in the area should be halted until the nature and significance of the find can be assessed by a qualified archaeologist.

If human remains are encountered, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to State Public Resources Code Section 5097.98. The County Coroner must be notified of the find immediately. If the remains are determined to be Native American, the County Coroner will notify the Native American Heritage Commission (NAHC), which will determine and notify a Most Likely Descendant (MLD). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The MLD shall complete the inspection and make recommendations or preferences for treatment within 48 hours of being granted access to the site. The MLD recommendations may include scientific removal and nondestructive analysis of human remains and items associated with Native American burials, preservation of Native American human remains and associated items in place, relinquishment of Native American human remains and associated items to the descendants for treatment, or any other culturally appropriate treatment.

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A: Records Search Bibliography

INTRODUCTION

LSA was retained by the City of Fontana to conduct a cultural resources assessment for the proposed Hilton Industrial Facility Business Park Project in the City of Fontana, San Bernardino County, California. This assessment was completed pursuant to the California Environmental Quality Act (CEQA), Public Resources Code Chapter 2.6, Section 21083.2, and California Code of Regulations Title 14, Chapter 3, Article 5, Section 15064.5. The research and field surveys were conducted to determine whether the proposed project could adversely affect any resources considered historical resources per CEQA. The project area (Assessor's Parcel Number 1110-151-03) is located on the north side of Hilton Drive between Hemlock Avenue and Redwood Avenue. The project is depicted on the United States Geological Survey (USGS) *Fontana*, *California* topographic quadrangle map in Township 1 South, Range 6 West in Section 2, San Bernardino Baseline and Meridian (USGS 1980; Figure 1). The project area is a currently vacant 4-acre lot. The proposed project is an industrial/business park with associated parking.

NATURAL SETTING

Climate and Watershed

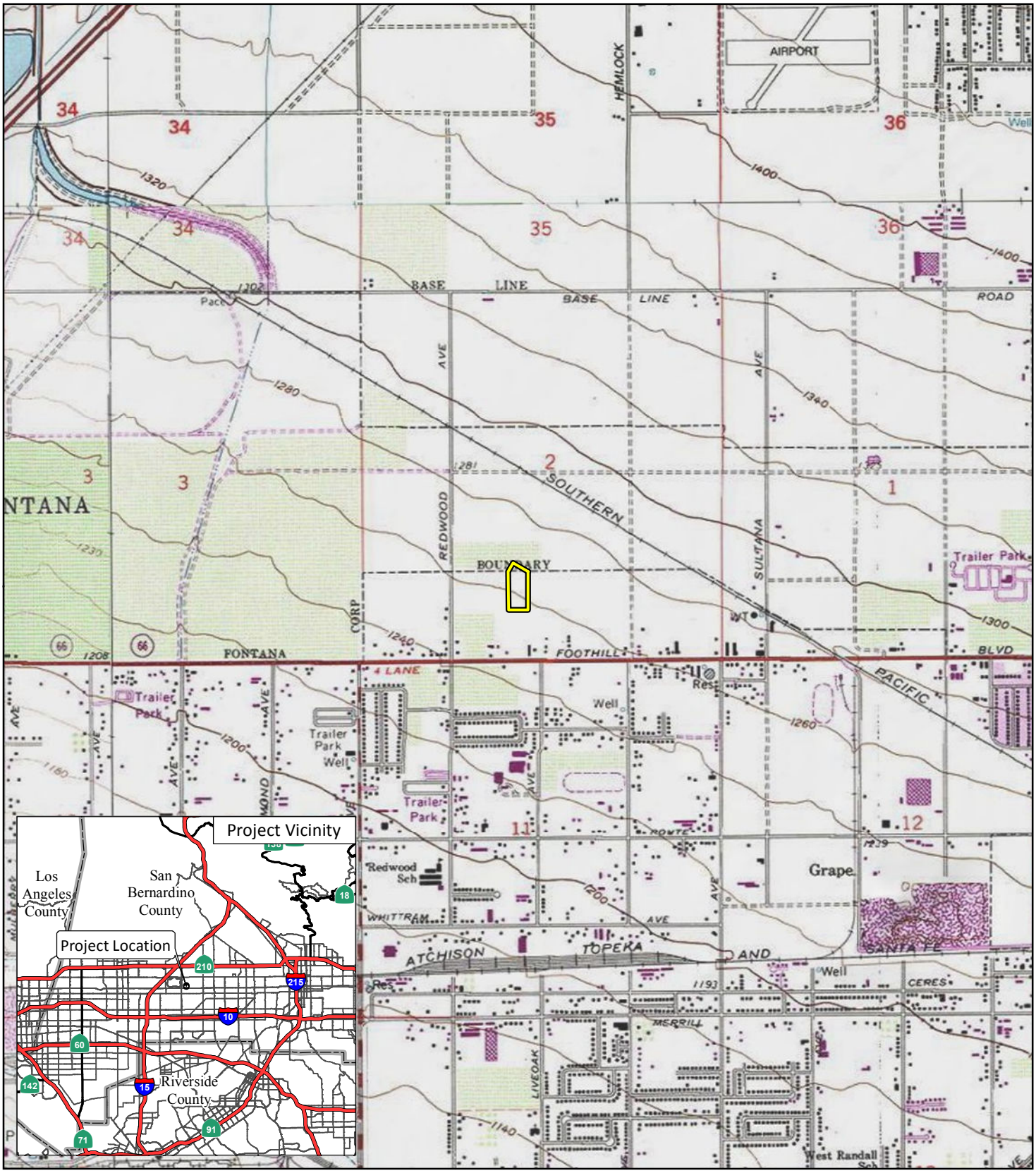
The project region is characterized by a temperate climate, with dry, hot summers and moderate winters. Rainfall ranges from 12 to 16 inches annually (Beck and Haase 1974). Precipitation usually occurs in the form of winter rain, with warm monsoonal showers in summer. The project area is approximately 1.5 miles east of the former course of East Etiwanda Creek (prior to channelization), which drains south.

Biology

At an average elevation of approximately 1,260 feet, the project is within the Lower Sonoran Life Zone of California (Schoenherr 1992), which ranges from below sea level to 3,500 feet in elevation. Species such as datura, foxtail brome, mustard, along with xeric grasses were noted on the property. Extensive fauna are known locally, including many endemic species of reptiles, birds, and insects.

Geology

The project area is located at the northern end of the Peninsular Ranges Geomorphic Province, a 900-mile-long northwest-southeast trending structural block that extends from the Transverse Ranges to the tip of Baja California and includes the Los Angeles Basin (California Geological Survey 2002; Norris and Webb 1976). The province is approximately 225 miles wide, extending from the Colorado Desert in the east, across the continental shelf to the Southern Channel Islands (Santa Barbara, San Nicolas, Santa Catalina, and San Clemente) in the west (Sharp 1976). This region is characterized by a series of mountain ranges separated by northwest-trending valleys subparallel to faults branching from the San Andreas Fault. The geology of this province is similar to that of the Sierra Nevada, with numerous rock outcroppings useful to the Native Americans for resource milling, shelter, and ceremonial art.



LSA

LEGEND

Project Location

FIGURE 1

N

0 1000 2000

FEET

SOURCE: USGS 7.5' Quad - *Fontana* (1980), *Guasti* (1981), *Cucamonga Peak* (1988), *Devore* (1988), CA

I:\CFN2005.06\GIS\MXD\ProjLoc_USGS.mxd (1/4/2022)

Hilton Logistics Business Park

Regional and Project Location

CULTURAL SETTING

Prehistory

Chronologies of prehistoric cultural change in Southern California have been attempted numerous times, and several are reviewed in Moratto (2004). No single description is universally accepted as the various chronologies are based primarily on material developments identified by researchers familiar with sites in a particular region and variation exists essentially due to the differences in those items found at the sites. Small differences occur over time and space, which combine to form patterns that are variously interpreted.

Currently, two primary regional culture chronology syntheses are commonly referenced in the archaeological literature. The first, Wallace (1955), describes four cultural horizons or time periods: Horizon I – Early Man (9000–6000 BC), Horizon II – Milling Stone Assemblages (6000–3000 BC), Horizon III – Intermediate Cultures (3000 BC–AD 500), and Horizon IV – Late Prehistoric Cultures (AD 500–historic contact). This chronology was refined (Wallace 1978) using absolute chronological dates obtained after 1955.

The second cultural chronology (Warren 1968) is based broadly on Southern California prehistoric cultures and was also revised (Warren 1984; Warren and Crabtree 1986). Warren's (1984) chronology includes five periods in prehistory: Lake Mojave (7000–5000 BC), Pinto (5000–2000 BC), Gypsum (2000 BC–AD 500), Saratoga Springs (AD 500–1200), and Protohistoric (AD 1200–historic contact). Changes in settlement pattern and subsistence focus are viewed as cultural adaptations to a changing environment, which begins with gradual environmental warming in the late Pleistocene, continues with the desiccation of the desert lakes, followed by a brief return to pluvial conditions, and concludes with a general warming and drying trend, with periodic reversals that continue to the present (Warren and Crabtree 1986).

Ethnography

The project area is near the intersection of the traditional cultural territories of the Cahuilla, Gabrielino, and Serrano (Kroeber 1925; Heizer 1968). Tribal territories were somewhat fluid and changed over time. The first written accounts of these Southern California tribes are attributed to the mission fathers, and later documentation was by others as indicated below.

Cahuilla

The territory of the Cahuilla ranged from the San Bernardino Mountains south to Borrego Springs and the Chocolate Mountains, from Orocopia Mountain to the east, to the San Jacinto Plain and Palomar Mountain to the west (Bean 1978). Cahuilla territory lies within the geographic center of Southern California and encompassed diverse environments ranging from inland river valleys and foothills to mountains and desert (Bean and Shipek 1978).

Cahuilla villages, generally located near water sources within canyons or near alluvial fans, comprised groups of related individuals, generally from a single lineage, and the territory around the village was owned by the villagers (Bean 1978). Like other Native American groups in Southern

California, the Cahuilla were semi-nomadic peoples leaving their villages and utilizing temporary campsites to exploit seasonably available plant and animal resources (James 1960).

Cahuilla subsistence was based primarily on acorns, honey mesquite, screw beans, piñon nuts, and cactus fruit, supplemented by a variety of wild fruits and berries, tubers, roots, and greens (Kroeber 1925; Heizer and Elsasser 1980). Hunting deer, rabbit, antelope, bighorn sheep, reptiles, small rodents, quail, doves, ducks, and reptiles by means of bows, throwing sticks, traps, and communal drives is documented (James 1960).

The Cahuilla were documented by Barrows (1900), Hooper (1920), and Strong (1929) among others.

Gabrielino

The territory of the Gabrielino included portions of Los Angeles, Orange, and San Bernardino Counties during ethnohistoric times, and also extended inland into northwestern Riverside County (Kroeber 1925; Heizer 1968). It encompassed an extremely diverse environment that included coastal beaches, lagoons and marshes, inland river valleys, foothills and mountains (Bean and Shipek 1978).

The Gabrielino caught and collected seasonally available food resources, and led a semi-sedentary lifestyle, living in permanent communities along inland watercourses and coastal estuaries. Individuals from these villages took advantage of the varied resources available. Seasonally, as foods became available, native groups moved to temporary camps to collect plant foods such as acorns, buckwheat, chía, berries, and fruits, and to conduct communal rabbit and deer hunts. They also established seasonal camps along the coast and near bays and estuaries to gather shellfish and hunt waterfowl (Hudson 1971).

The Gabrielino lived in small communities, which were the focus of family life. Patrilineally linked, extended families occupied each village (Kroeber 1925; Bean and Smith 1978a). Both clans and villages were apparently exogamous, marrying individuals from outside the clan or village (Heizer 1968). Gabrielino villages were politically independent and were administered by a chief, who inherited his position from his father. Shamans guided religious and medical activities, while group hunting or fishing was supervised by individual male specialists (Bean and Smith 1978a).

The nearest historically known Native American community was the Gabrielino community of *Horuuvunga* (also known to the Serrano as *Jurupet* and described to Alfred Kroeber as *Hurumpa*) located approximately 7 miles south of the project area somewhere in the Jurupa Valley (Kroeber 1925; Kirkman 1938; McCawley 1996).

The Gabrielino were described by Johnston (1962), Blackburn (1962–1963), Hudson (1971), and others.

Serrano

The Serrano lived in the area generally north of Cahuilla territory (western Riverside County), occupying much of present-day San Bernardino County and northeastern Los Angeles County, but

there is some overlap in the ancestral areas. The term Serrano is Spanish for "mountaineer" or "highlander" and is derived from *sierra*, meaning "mountain range" and was given to people who inhabited the areas of the San Bernardino Mountains that had no associated mission (Bean and Smith 1978b). The Serrano culture group actually incorporates two divisions, a mountain division (referred to as the Mountain Serrano) and a desert division, referred to as the Desert Serrano (Sutton and Earle 2017).

The Serrano were hunter-gatherers who exploited whatever flora was available in the area they happened to be, generally it was acorns, pinion nuts, honey, mesquite, yucca, and cactus fruits, in addition to various seeds, bulbs, and roots. Plants were consumed both raw and cooked. Food processing involved the use of manos, metates, mortars, and pestles. Antelope, deer, mountain sheep, rabbits, and rodents were hunted and captured, and the most common hunting implements were the bow and arrow, throwing stick, traps, snares, and deadfalls. Meat was prepared in earth ovens, by boiling in watertight baskets, or by parching (Bean and Smith 1978b).

The Serrano had a patrilineal society composed of clans and families linked by both ancestry and ceremony, and most lived in small communities near reliable sources of water (springs, perennial seeps, streams, and small lakes) (Benedict 1924). The basic settlement unit of the Serrano was a village with a number of small satellite resource-gathering camps.

The Serrano were described by Benedict (1924), Bright (1975), Strong (1929), and others.

History

In California, the historic era is generally divided into three periods: the Spanish Period (1769 to 1821), the Mexican Period (1821 to 1848), and the American Period (1848 to present). As there were no resources within the project area, the historic context will focus on the County and the local community.

San Bernardino County

San Bernardino County was created in 1853 from portions of Los Angeles and San Diego Counties due to mineral wealth, and the City of San Bernardino was incorporated as the County Seat the following year. Gold was discovered in Holcomb and Bear Valleys in the San Bernardino Mountains in 1860, and placer mining began in Lytle Creek. Silver was mined at Ivanpah in 1870 and the silver mines of the Calico district were developed in the 1880s. Borax was first discovered in 1862 in the Searles Dry Lake area near Trona (Hoover et al. 1990). Agriculture ultimately replaced mining as the County's economic base, with thousands of acres under cultivation by the beginning of World War I (McGroarty 1914).

Fontana

The area that would later become Fontana was part of a land grant to Don Antonio Maria Lugo from the Spanish Governor of California (Pio Pico) in 1813. Lugo's sons sold a portion of the land (including part of what is now Fontana) to a group of Mormon settlers in 1851 (Richards 1966), and the Semi-Tropical Land & Water Company subsequently acquired the Fontana portion of the Rancho and laid out a townsite in 1887 (Gudde 1998). In the early 1900s, the Fontana Development

Company acquired the land and established a community called Rosena, changed to Fontana in 1913 (Gudde 1998). Fontana was selected as the site for the Kaiser Company's steel mill in 1942 and was incorporated 10 years later with a population of 13,695 as Southern California's leading producer of steel and related products (Goodwin 2003). The steel industry dominated the City's economy until the late 1970s, when Kaiser Steel began to reduce production and manpower, and the mill was closed in 1983 (Goodwin 2003). The plate steel and rolling mill plant was subsequently acquired by California Steel Company, which continues to produce steel products.

METHODS

Records Search

On February 23, 2022, the cultural resources records search was completed for the project area by the South Central Coastal Information Center (SCCIC) located at California State University, Fullerton. It included a review of all recorded historic and prehistoric archaeological sites within 1 mile of the project, as well as a review of known cultural resource reports. Appendix A contains the records search bibliography.

Additional Research

In January 2022, Senior Cultural Resources Manager/Archaeologist Riordan Goodwin reviewed the Built Environment Resource Directory (BERD) along with LSA project files, online historic period maps, and aerial photographs.

Field Survey

On January 13, 2022, Mr. Goodwin surveyed the project area by walking transects spaced approximately 10 meters apart, with particular attention given to exposed areas and rodent dirt apron for cultural residues.

RESULTS

Records Search

Data from the SCCIC indicate there have been 23 cultural resource studies previously conducted within 1 mile of the proposed project, three of which included the entirety of the project area (Swope and McDonald 1985; Alexandrowicz et al. 1992; Tang et al. 2013). Although no cultural resources are documented within the project area, 21 built environment resources are recorded within 1 mile (Table A). The nearest (36-020310, a motel property) is approximately 100 feet south of the project. Only one of the resources is listed in the BERD (36-015392). No prehistoric resources are documented within a mile.

Table A: Cultural Resources Within 1 Mile

Primary #	Trinomial #	Site Description	Status Codes
36-002910	CA-SBR-0002910/H	Historic period road (National Old Trails Highway/Route 66)	—
36-012239		Historic period bridge (both prehistoric and historic elements) site	—
36-013921	CA-SBR-012735/H	8396 Cherry Avenue (c. 1951 residence)	—
36-015392		8631 Sierra Avenue (historic period residence)	6Y
36-015497		Base Line Road	—
36-020137	CA-SBR-015904/H	Historic period railroad alignment (Pacific Electric/Southern Pacific)	—
36-020309		14718 Foothill Blvd. (c. 1943 residence)	—
36-020310		14888 Foothill Blvd. (c. 1944 Redwing Motel)	—
36-020311		14127–14129 Foothill Blvd. & 8155 Banana Ave. (c. 1944 residential/commercial building)	—
36-020312		14293 Foothill Blvd. (c. 1944 residence)	—
36-021695		8566 Cherry Avenue (c. 1927 residence)	—
36-021696		8657 Cherry Avenue (c. 1924 residence)	—
36-024084	CA-SBR-015269/H	Historic period road (Cherry Avenue)	—
36-024087	CA-SBR-015272/H	Historic period road (Beech Avenue)	—
36-024088	CA-SBR-015273H	Historic period road (Oak Avenue)	—
36-024621	CA-SBR-015662H	Historic period road (Sultana Avenue)	—
36-024622	CA-SBR-015663H	Historic period road (Redwood Avenue)	—
36-024623	CA-SBR-015664H	Historic period road (Lime Avenue?)	—
36-024624	CA-SBR-015665H	Historic period road (unnamed road)	—
36-024625	CA-SBR-015666H	National Old Trails Highway/Route 66	—
36-024698	CA-SBR-015739H	Historic period road (Hemlock Avenue)	—
36-029538		Historic period water conveyance system (West Fontana Flood Control Channel)	—

Additional Research

Online research revealed that with the possible exception of the concrete slab/ramp (constructed sometime after 1966 - see below), there were never any buildings or structures within the project area during the historic period. However, a segment of a eucalyptus windrow transected the northern portion of the project area from the late 1930s into the mid-2000s (HistoricAerials.com 2021).

Field Survey

Mr. Goodwin conducted the pedestrian survey of the entire project area utilizing transects spaced approximately 10 meters apart. Visibility was excellent, with only approximately 10 percent of the ground surface obscured by xeric vegetation. Soils are rocky alluvium with pervasive concrete and

fine (small) macadam fragments. A temporally ambiguous concrete slab/ramp along with imported gravel (apparently a driveway/parking area) was noted in the southwestern quarter of the property, and a remnant of a segment of a eucalyptus windrow (a row of stumps) was noted transecting the northern portion of the project. Trace modern refuse was noted throughout the site. No cultural resources were identified.

FINDINGS AND RECOMMENDATIONS

A cultural resources records search, additional research, and a field survey were conducted for the project area. No cultural resources are documented within the project parcel and none was identified by the survey. No prehistoric resources were documented within a mile, and sensitivity for in situ undocumented subsurface resources is low. Therefore, no further investigation or archaeological monitoring is recommended.

In the event previously undocumented archaeological resources are identified during earthmoving activities, further work in the area should be halted until the nature and significance of the find can be assessed by a qualified archaeologist.

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APPENDIX A

RECORDS SEARCH BIBLIOGRAPHY

Report List

Report No.	Other IDs	Year	Author(s)	Title	Affiliation	Resources
SB-01189	NADB-R - 1061189; Voided - 81-9.7	1981	SCIENTIFIC RESOURCE SURVEYS, INC.	CULTURAL RESOURCES REPORT ON THE RANCHO FONTANA PROJECT LOCATED IN THE FONTANA AREA OF THE COUNTY OF SAN BERNARDINO	SCIENTIFIC RESOURCE SURVEYS, INC.	
SB-01501	NADB-R - 1061501; Voided - 85-7.6	1985	MASON, ROGER D.	CULTURAL RESOURCE SURVEY REPORT FOR THE ETIWANDA PIPELINE AND POWER PLANT EIR	SCIENTIFIC RESOURCES SURVEYS, INC.	
SB-01506	NADB-R - 1061506; Voided - 85-9.2	1985	SWOPE, KAREN K. and MEG MCDONALD	ENVIRONMENTAL IMPACT EVALUATION: ARCHAEOLOGICAL ASSESSMENT OF TENTATIVE TRACT 13000, CITY OF FONTANA, SAN BERNARDINO COUNTY, CALIFORNIA	ARCHAEOLOGICAL RESEARCH UNIT, UCR	
SB-02033	NADB-R - 1062033; Voided - 90-5.2	1990	MCKENNA, JEANETTE A.	A PHASE I ARCHAEOLOGICAL INVESTIGATION OF THE PROPOSED LEWIS HOMES' PROJECT AREA, FONTANA, SAN BERNARDINO COUNTY, CALIFORNIA	MCKENNA ET AL.	
SB-02502	NADB-R - 1062502; Voided - 92-2.3	1992	SWOPE, KAREN K.	CULTURAL RESOURCES SURVEY OF A FIVE-ACRE PARCEL NEAR FONTANA, SAN BERNARDINO COUNTY, CALIFORNIA	RESEARCH ASSOCIATES	
SB-02621	NADB-R - 1062621; Voided - 92-2.20A-B	1992	ALEXANDROWICZ, J. STEVEN, ANNE Q. DUFFIELD-STOLL, JEANETTE A. MCKENNA, SUSAN R. ALEXANDROWICZ, ARTHUR A. KUHNER, and ERIC SCOTT	CULTURAL AND PALEONTOLOGICAL RESOURCES INVESTIGATIONS WITHIN THE NORTH FONTANA INFRASTRUCTURE AREA, CITY OF FONTANA, SAN BERNARDINO COUNTY, CALIFORNIA	ARCHAEOLOGICAL CONSULTING SERVICES	36-004296, 36-006110, 36-006111, 36-006251, 36-006583, 36-006584, 36-006585, 36-006586, 36-006587, 36-006588, 36-006589, 36-006807, 36-006808, 36-006809, 36-006810, 36-006811, 36-006812, 36-006813, 36-006814, 36-006815, 36-006816
SB-03050	NADB-R - 1063050	1995	MCKENNA, JEANETTE A.	A CULTURAL RESOURCES RECONNAISSANCE SURVEY OF WESTGATE PROPERTY (1000 +/- ACRES) IN THE CITY OF FONTANA, SAN BERNARDINO COUNTY, CA	MCKENNA ET AL	36-006901
SB-04176	NADB-R - 1064176	2003	COTTERMAN, CARY D., EVELYN N. CHANDLER, and ROGER D. MASON	CULTURAL RESOURCES INVESTIGATION OF STATE ROUTE 66 (FOOTHILL BLVD) WIDENING PROJECT, PHASE II, CITY OF FONTANA, SAN BERNARDINO COUNTY, CA. 72PP	CHAMBERS GROUP, INC	
SB-04244	NADB-R - 1064244	2004	MCKENNA, JEANETTE A.	CA 8525 (SNOWBALL), FONTANA. 10PP	MCKENNA ET AL	

Report List

Report No.	Other IDs	Year	Author(s)	Title	Affiliation	Resources
SB-04538	NADB-R - 1064538	2004	MCKENNA, JEANETTE A.	CA 8525 (SNOWBALL). 8PP	MCKENNA ET AL	
SB-04539	NADB-R - 1064539	2004	MCKENNA, JEANETTE A.	CA 8525B (EXCISE). 10PP	MCKENNA ET AL	
SB-04869	NADB-R - 1064869	2005	Bonner, Wayne H. and Marnie Aislin-Kay	Cultural Resource Records Search and Site Visit Results for Cingular Telecommunications Facility Candidate LSANCA8114B (First Choice Self Storage), 14750 Foothill Boulevard, Fontana, San Bernardino County, California.		
SB-05062	NADB-R - 1065062	2005	Hoover, Anna M.	An Archaeological Records Search and Survey Report: APN's 1110-331-005 to -12 and -22; 1110-161-021 to -023 and 110-331-003, Tracts 16526, 16604 & 17010, +/- 58-acre Property, City of Fontana, San Bernardino County, California.	L&L Environmental, Inc	
SB-05498	Caltrans - ; NADB-R - 1065498	2003	Hammond, Christie	Historical Resources Compliance Report for Relinquishment of State Route 66 (Foothill Boulevard), City of Fontana, San Bernardino County, California.	Caltrans District 8	36-002910
SB-05498A		2003	Christie Hammond	Historical Resources Evaluation Report for the Relinquishment of State Route 66 (Foothill Boulevard) Between East Avenue/ Ilex Street and Maple Avenue city of Fontana San Bernardino, CA	Caltrans District 8	
SB-05869	NADB-R - 1065869	2007	Mason, Roger D. and Cary Cotterman	Cultural Resources Evaluation Report for the Cherry Avenue Road Widening Project, West Fontana, San Bernardino County, California.		36-013921, 36-021695, 36-021696
SB-05911		2007		The Standard in Environmental Risk Information, Cherry Line 14800 Baseline Avenue, Fontana, CA 92366, Inquiry Number: 2012679.7s	Environmental Data Resources inc	
SB-05999	NADB-R - 1065999	2008	Tang, Bai “Tom”, John J. Eddy, Harry M. Quinn, Terri Jacquemain, Daniel Ballester, and Laura Hensley Shaker	Identification and Evaluation of Historic Properties: Northeast Recycled Water Expansion Projects in and near the Cities of Rancho Cucamonga and Fontana, San Bernardino County, California.	CRMTECH	

Report List

Report No.	Other IDs	Year	Author(s)	Title	Affiliation	Resources
SB-06000	NADB-R - 1066000	2008	Tang, Bai “Tom”, John J. Eddy, Harry M. Quinn, Terri Jacquemain, Daniel Ballester, and Laura Hensley Shaker	Extended Phase I Historical/Archaeological Resources Study: Northeast Recycled Water Expansion Projects in and near the Cities of Rancho Cucamonga and Fontana, San Bernardino County, California.	CRM TECH	
SB-06534	NADB-R - 1066534	2009	Bonner, Wayne H. and Arabesque Said	Cultural Resource Records Search and Site Visit Results for Verizon Wireless Candidate Cherryline, 14337 Baseline Avenue, Fontana, San Bernardino County, California.	Michael Brandman Associates	
SB-07048		2012	Padon, Beth	Cultural Resource Assessment Study for Verizon "Hemlock" Site in Rancho Cucamonga, San Bernardino County, California	Discovery Works	36-016454
SB-07401	NADB-R - 1067401	2013	Tang, Bai "Tom", Deirdre Encarnacion, Terri Jacquemain, and Daniel Ballester	Historical/Archaeological Resources Survey Report: Vulcan Conservation and Flood Control Project, in and near the City of Fontana, San Bernardino County, California.	CRM Tech	
SB-07922		2016	McKenna, Jeanette	A Phase I Cultural Resources Investigation of the Proposed West Fontana Flood Control Channel, Fontana, San Bernardino Co., California	McKenna et al.	36-029538

LOZEAU DRURY LLP

T 510.836.4200
F 510.836.4205

1939 Harrison Street, Ste. 150
Oakland, CA 94612

www.lozeaudrury.com
rebecca@lozeaudrury.com

VIA EMAIL

May 11, 2026

Acquanetta Warren, Mayor
Peter Garcia, Mayor Pro Tem
John Roberts, Council Member
Jesse Sandoval, Council Member
Phillip Cothran, Council Member
Fontana City Council
8353 Sierra Avenue
Fontana, CA 92335
awarren@fontanaca.gov
pgarcia@fontanaca.gov
jroberts@fontanaca.gov
jsandoval@fontanaca.gov
pwcothran@fontanaca.gov

Salvador Quintanilla, Senior Planner
Fontana City Planning Department
8353 Sierra Avenue
Fontana, CA 92335
squintanilla@fontanaca.gov

Germaine Key, City Clerk
Fontana City Clerk's Office
8353 Sierra Avenue
Fontana, CA 92335
gkey@fontanaca.gov

Re: Appeal Comment for the California Environmental Quality Act Class 32 Categorical Exemption for the Hilton Industrial Facility Project (Master Case No. 18-000053; Tentative Parcel Map No. 18-000005 (TPM No. 19950); Design Review No. 18-000010)

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 Hilton Industrial Facility Project (Master Case No. 18-000053; Tentative Parcel Map No. 18-000005 (TPM No. 19950); Design Review No. 18-000010) ("Project"). The Project is scheduled to be heard at the Fontana City Council hearing on May 12, 2026. The Fontana Planning Commission approved the Project based on the Infill Exemption at its hearing on March 17, 2026.

As discussed below, substantial evidence shows that the Project will have significant adverse impacts on biological resources. Thus, 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"). Therefore, SAFER respectfully requests that the City Council grant

SAFER's appeal and find that the Project does not qualify for the Exemption under CEQA.

SAFER's review of the Project has been assisted by expert wildlife ecologist Shawn Smallwood, Ph.D. Dr. Smallwood's comment and CV are attached as Exhibit A and are incorporated herein by reference in their entirety.

PROJECT DESCRIPTION

The Project involves the construction of two new warehouses totaling 71,985 square feet on an approximately 4-acre undeveloped, vacant site. The Project site is located north of Hilton Drive, east of Redwood Avenue, and west of Hemlock Avenue, in the City of Fontana. The site is surrounded by industrial uses. The site is zoned West End Specific Plan (BP3) and has a General Plan land use designation of Light Industrial (I-L).

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 has value as habitat for endangered, rare, or threatened species. (14 CCR § 15332(c).) Here, the Project does not qualify for the Infill Exemption because the Project site has value as habitat for several special-status species. 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 CEQA Class 32 Categorical Exemption Memorandum ("CE Memo") prepared by the Lilburn Corporation ("Lilburn"), including the biological resources technical report ("JE Report") prepared by Jennings Environmental ("JE"), and other relevant documents regarding the Project. As discussed below, Dr. Smallwood concluded that: (1) the Project site provides substantial habitat for multiple special-status species; (2) the CE Memo failed to adequately analyze the

Project's significant adverse impacts on wildlife; and (3) mitigation measures are needed to reduce the Project's significant adverse biological impacts. (Ex. A at 1.)

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 March 21, 2026 for a 3.07-hour diurnal survey and on March 24, 2026 for a 1.05-hour diurnal survey and a 3-hour nocturnal survey. (*Id*. at 2.) During her visit, Ms. Smallwood detected 27 species of wildlife at the Project site, including four special-status species. (*Id*. at 3.) These special-status species included: (1) the California Gull, a Bird of Conservation Concern with the U.S. Fish & Wildlife Service and a species on the California Department of Fish & Wildlife Taxa to Watch List; and (2) the Red-Tailed Hawk, (3) the Great Horned Owl, and (4) the American Kestrel, all Birds of Prey protected by California Fish & Game Code § 3503.5. (*Id*. at 9.)

During its single one-hour wildlife survey of the Project site, JE detected only five species of vertebrate wildlife, all of which were birds. (*Id*. at 14.) In contrast, Ms. Smallwood detected over five times the total number of species as JE, including the same five bird species that JE identified. (*Id*.) Furthermore, JE reported its findings without any justification for its minimal survey effort or comparative context to aid in interpretation of its findings. (*Id*. at 14-15.) The City must prepare an EIR so that a sufficient survey effort can be completed.

Dr. Smallwood found other deficiencies in the JE's survey findings as well. For example, he found that JE conducted no breeding-season detection surveys for burrowing owls, nor did the JE conduct any detection surveys for the Crotch's Bumble Bee, a candidate species for listing under the California Endangered Species Act, conflicting with the California Department of Fish & Wildlife's ("CDFW") recommendations. (*Id*. at 17.) Additionally, Lilburn's report that no rare plants were observed on the Project site is unsubstantiated because JE's site survey did not comply with the CDFW's survey guidelines for rare plants. Moreover, Lilburn's own conclusion that "[a]lthough the site is highly disturbed, there is some habitat within the Project site and adjacent area that is suitable for nesting birds in general," means that multiple special-status species of birds have the potential to occur on the Project site, contradicting Lilburn's conclusion that "[t]he site offers no suitable habitat for any rare sensitive species including listed species." (*Id*.; CE Memo at 11.)

Additionally, Dr. Smallwood found that the City's desktop review was incomplete. (Ex. A at 17.) 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*.) Here, JE relied on only one database in its desktop review, the California Natural Diversity Data Base ("CNDDB") and failed to consult other available databases to augment its interpretation of its findings. (*Id*.) CNDDB is a "positive sighting database" that "does not predict where something may be found." (*Id*.) Dr. Smallwood noted that, by relying only on CNDDB, JE misused CNDDB and screened out many special-status species from further analysis in characterizing the Project site's wildlife community. (*Id*. at 17-18.) From his own assessment based on database

reviews and Ms. Smallwood's site visits, Dr. Smallwood estimates that about 138 special-status wildlife species are known to occur close enough to the Project site to warrant analysis of their occurrence potential. (*Id*. at 18.)

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 relying on an inadequate desktop review and failing to conduct sufficient wildlife surveys of the Project site, substantiate its survey findings, and provide any comparative context to interpret its survey results, including the fact that the site contains at least four special-status species, the CE Memo and JE Report deficiently described the Project's "environmental setting" and thereby insufficiently analyzed the Project's biological impacts. Dr. Smallwood stated that "without a more accurate characterization of the wildlife community, the basis is inadequate for predicting impacts and formulating appropriate mitigation strategies." (Ex A. at 18.) The City therefore must prepare an EIR to properly characterize the wildlife community of the Project site. (*Id*.)

Given Ms. Smallwood's identification of at least four 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 1, 17.) 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 adverse impacts on biological resources, including: (a) habitat loss; (b) interference with wildlife movement; (c) traffic mortality; and (d) cumulative impacts.

a. <u>The Project will have a significant impact on the reproductive capacity of the Project site as a result of habitat loss.</u>

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 in Lilburn (2026)." (*Id*. at 25.) 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 59 birds per year 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, as one of the last remaining patches of open space in the region, the Project site provides wildlife with essential stopover and staging opportunities, thereby 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*.) An EIR is needed to adequately address the Project's impacts on wildlife movement.

c. The Project will have a significant adverse impact on wildlife as a result of collisions with the additional traffic generated by the Project.

Dr. Smallwood found that the CE Memo failed to address the Project's potential impacts to wildlife from road collision mortality as a result of increased traffic generated by the Project. (*Id.* at 26.) As Dr. Smallwood explained, vehicle collisions have accounted for the deaths of many thousands of amphibian, reptile, mammal, bird, and arthropod fauna, and the impacts have often been found to be significant at the population level. (*Id*.) Dr. Smallwood provided several studies demonstrating significant animal deaths due to traffic collisions in the thousands annually per 100 kilometers of road. (*Id*.) However, CE Memo did not analyze whether increased traffic generated by the Project would result in significant impacts to wildlife.

The CE Memo reports that the Project would generate 625,486 annual vehicle miles traveled ("VMT"). (*Id*. at 28.) Based on this prediction, Dr. Smallwood calculated that the Project would cause approximately 266 vertebrate wildlife fatalities per year due to collisions with Project-generated traffic. (*Id*.) He therefore concluded that "the project-generated traffic would cause substantial, significant impacts on wildlife," an impact that Lilburn failed to address. (*Id*. at 29.) Dr. Smallwood's calculations constitute substantial evidence supporting a fair argument that "the proposed project would result in potentially significant adverse biological impacts. . ." (*Id*. at 29.) An MND or EIR is required to properly analyze and mitigate this impact.

d. The Project may have significant cumulative impacts that the CE Memo failed to adequately analyze.

Agencies must discuss cumulative impacts and mitigate significant cumulative impacts. (14 CCR § 15130(a).) This requirement flows from CEQA Section 21083, which requires a finding that a project may have a significant effect on the environment if:

> The possible effects of a project are individually limited but cumulatively considerable. . . . 'Cumulatively considerable' means that the incremental effects of an individual project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.

(PRC § 21083(b)(2).) A legally adequate cumulative impacts analysis views a particular project

over time and in conjunction with other related past, present, and reasonably foreseeable probable future projects whose impacts might compound or interrelate with those of the project at hand.

Dr. Smallwood found that Lilburn failed to assess the Project's contributions to cumulative impacts on biological resources. (Ex. A at 30.) Lilburn provided no list of past, ongoing, and future projects in the area and no actual analysis of cumulative impacts. Accordingly, there is no evidence to support a conclusion that the Project will not have significant cumulative impacts on biological resources. An MND or EIR should be prepared to analyze the Project's potentially significant cumulative impacts on biological resources. (*Id*.)

3. Mitigation measures are needed to reduce the Project's significant adverse impacts on biological resources.

CEQA prohibits mitigated categorical exemptions. (*Salmon Protection & Watershed Network v. Cnty. of Marin* (2004) 125 Cal.App.4th 1098, 1102 ["*SPAWN*"].) An agency may not rely on a categorical exemption if to do so would require the imposition of mitigation measures to reduce potentially significant effects. (*SPAWN* (2004) 125 Cal.App.4th at 1108; *Azusa Land Reclamation Co. v. Main San Gabriel Basin Watermaster* (1997) 52 Cal.App.4th 1165, 1198-1201 ["*Azusa*"].) Agencies also may not rely on mitigation measures as a basis for concluding that a project is categorically exempt, or as a basis for determining that an exception to a categorical exemption does not apply. If mitigation measures are necessary, then, at a minimum, the agency must prepare an MND to analyze the impacts and determine whether the mitigation measures are adequate to reduce the impacts to below significance. (*SPAWN* (2004) 125 Cal.App.4th at 1108; *Azusa* (1997) 52 Cal.App.4th at 1198-1201.)

Here, the CE Memo expressly states that, as a condition of approval of the Project, in accordance with Mitigation Measure BIO-3 of the Fontana General Plan Final EIR and as recommended in the JE Report, pre-construction nesting bird surveys shall be implemented if construction occurs between February 1 and September 15. (CE Memo at 11.) However, the City's designation of this requirement to conduct pre-construction nesting bird surveys, should construction occur during certain months, as a "condition of approval" does not make it so. The City cannot escape CEQA's prohibition against mitigated categorical exemptions by claiming that the required pre-construction nesting bird surveys are a "condition of approval."

There can be no doubt here that the purpose of implementing pre-construction nesting bird surveys for the Project is to reduce the Project's adverse impacts on nesting birds. Indeed, the CE Memo explains that "a qualified biologist shall conduct a pre-construction survey, in accordance with the CDFG Staff Report on Burrowing Owl Mitigation, to determine the presence or absence of burrowing owls within the proposed area of impact." (*Id*. at 11-12.) The CE Memo further provides that the "results of surveys, including mitigation recommendations (i.e. a Burrowing Owl Mitigation and Monitoring Report) shall be incorporated into the project-level CEQA compliance documentation." (*Id*. at 12.) Thus, the Project's potential impacts to nesting birds would not occur ***but for*** Project construction. The requirement to conduct pre-construction nesting bird surveys therefore must be considered a mitigation measure, and the

Project cannot be exempt from CEQA. (*See Save the Plastic Bag Coalition v. City and Cnty. of San Francisco* (2013), 222 Cal.App.4th 863, 882-83 [citing *SPAWN*, 125 Cal.App.4th at 1104, 1108; *Azusa*, 52 Cal.App.4th at 1187-88, 1199-1200].)

Nevertheless, Dr. Smallwood identified several flaws in the mitigation measure for the pre-construction nesting bird surveys described in Mitigation Measure BIO-3 of the Fontana General Plan Final EIR and the JE Report. For example, the mitigation language allows a single individual to make subjective decisions, outside the public's view, to determine the buffer area and timing for any given species. (Ex. A at 31.) Additionally, the measure fails to define what constitutes a "qualified biologist" to conduct the pre-construction surveys. (*Id*. at 32.) Dr. Smallwood concluded that this measure lacks objective criteria and is therefore unenforceable. (*Id*. at 31.)

Furthermore, Dr. Smallwood noted that preconstruction surveys for nesting birds would avoid neither the permanent loss of habitat nor the traffic mortality generated by the Project. (*Id*. at 31.) The mitigation measure would only apply to the breeding season of the preconstruction survey, after which there would be no further production of birds from the project site, since the Project's impact on birds would be permanent. (*Id*.) Thus, the conservation benefits of this measure would be minimal compared to the Project's potential impacts on breeding birds. (*Id*.)

Regarding the mitigation measure's language on burrowing owl surveys in particular, Dr. Smallwood found that the language is outdated because it does not adhere to the CDFW's burrowing owl survey and mitigation guidelines and does not indicate whether consultation with the CDFW about whether to obtain an incidental take permit has been initiated. (*Id*. at 33.) He also found that the language misrepresents CDFW's guidelines by implying that preconstruction take-avoidance surveys can replace breeding-season detection surveys. (*Id*.) Dr. Smallwood concluded that breeding-season detection surveys are indeed required in addition to pre-construction take-avoidance surveys. (*Id*. at 34.)

Dr. Smallwood suggests multiple other mitigation measures that the City should implement to effectively reduce the Project's significant adverse impacts on biological resources, should the Project proceed. Potential mitigation measures include compensatory habitat protection, compensatory mitigation for traffic mortality, donations to wildlife rehabilitation facilities, and native plant landscaping. (*Id*. at 34-35.) An MND or EIR is required to address the issues in the City's mitigation measure for pre-construction nesting bird surveys and implement the mitigation measures suggested by Dr. Smallwood.

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*.)

As discussed above, we have submitted substantial evidence that the Project will have significant adverse impacts related to biological resources. 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 on biological resources. 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,

Rebecca Davis
LOZEAU DRURY LLP

EXHIBIT A

Shawn Smallwood, PhD
3108 Finch Street
Davis, CA 95616

Hayley Uno
Lozeau Drury LLP
1939 Harrison Street, Suite 150
Oakland, CA 94612

30 March 2026

RE: Hilton Industrial Facility

Dear Ms. Uno,

I write to comment on potential impacts to biological resources that would result from development of the proposed Hilton Industrial Facility. The project would add two industrial buildings totaling 71,986 sf and 104 parking spaces on 4 acres north of Hilton Drive and west of Hemlock Avenue in Fontana, California. My comments that follow address my concerns that the Class 32 CEQA Infill Exemption proposed by Lilburn Corporation (Lilburn 2026) would be inappropriate for this project because the project site provides substantial habitat value for endangered, rare or threatened species of wildlife, and because cumulative impacts on wildlife would be significant. I am also concerned that the supporting biological resources technical report prepared by Jennings Environmental (JE 2025) mischaracterizes the existing environmental setting, and that JE's and Lilburn's impacts analyses are flawed and their mitigation measures are inadequate.

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 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 forty-one 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 Question IV(a) asks specifically whether the project would adversely affect special-status species. However, this narrowly focused question is part of a larger policy goal of CEQA, which 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; it also applies to wildlife populations and plant and animal communities, as it must because special-status species are integral members of ecological communities. 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 provide for special-status species their forage, refugia and nest substrates, and some serve as 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.

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 3.07 hours of survey from 06:46 to 09:50 hours on 21 March 2026, for 1.05 hours of diurnal survey and 3 hours of nocturnal survey from 18:04 to 22:07 hours on 24 March 2026. During daylight, Noriko walked the site where accessible, stopping to scan for wildlife with use of binoculars. At night, Noriko affixed a Pettersson M500 acoustic bat detector to a 20-foot pole, and cabled the detector to her computer, which ran SonoBat Live. SonoBat Live identifies bat 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 site.

Conditions were sunny with no wind and temperatures of 64-74° F on 21 March 2026, and sunny to clear with 9 MPH west wind and temperatures of 81-77° F on 24 March 2026. The site is primarily annual grassland bordered by mature pine and eucalyptus trees (Photos 1 and 2)

Photos 1 and 2. *Views of the project site, 21 March 2026. Photos by Noriko Smallwood.*

Noriko saw nesting red-tailed hawks (Photo 3), Anna's hummingbird and California gull (Photos 4 and 5), hooded oriole and bushtit (Photos 6 and 7), Cassin's kingbird and northern mockingbird (Photos 8 and 9), European starling and black phoebe (Photos 10 and 11), yellow-rumped warbler (Photo 12), mourning dove and house finch (Photos 13 and 14), Botta's pocket gopher (Photos 15 and 16), Great Basin fence lizard and western side-blotched lizard (Photos 17 and 18), among other species listed in Table 1. Noriko detected 27 species of vertebrate wildlife at or adjacent to the project site, including four species with special status (Table 1).

Noriko Smallwood certifies that the foregoing and following survey results are true and accurately reported.

Noriko Smallwood

Photo 3. *Red-tailed hawk bringing a stick to its nest just off of the project site, 21 March 2026. Photo by Noriko Smallwood.*

Photos 4 and 5. *Anna's hummingbird (left), and California gull (right) on the project site, 21 March 2026. Photos by Noriko Smallwood.*

Photos 6 and 7. *Hooded oriole (left), and bushtit (right) just off the project site, 21 March 2026. Photos by Noriko Smallwood.*

Photos 8 and 9. *Cassin's kingbird (left), and northern mockingbird (right) on the project site, 21 March 2026. Photos by Noriko Smallwood.*

Photos 10 and 11. *European starling collecting nest material (left), and black phoebe (right) on the project site, 21 March 2026. Photos by Noriko Smallwood.*

Photo 12. *Yellow-rumped warbler with an insect on the project site, 21 March 2026. Photo by Noriko Smallwood.*

Photos 13 and 14. *Mourning dove (top), and house finch (bottom) on the project site, 21 March 2026. Photos by Noriko Smallwood.*

Photos 15 and 16. *Botta's pocket gopher on the project site, 21 March 2026. Photos by Noriko Smallwood.*

Photos 17 and 18. *Great Basin fence lizard just off site (left), and Western side-blotched lizard on the project site (right), 21 March 2026. Photos by Noriko Smallwood.*

Table 1. *Species of wildlife Noriko observed during 3.07 hours of survey on 21 March 2026, and during 4.05 hours of survey on 24 March 2026.*

Common name	***Species name***	**Status**[1]	**Note**
Great Basin fence lizard	*Sceloporus occidentalis longipes*		Just off site
Western side-blotched lizard	*Uta stansburiana elegans*		
Rock pigeon	*Columba livia*	Non-native	
Eurasian collared-dove	*Streptopelia decaocto*	Non-native	
Mourning dove	*Zenaida macroura*		Foraged
Anna's hummingbird	*Calypte anna*		Just off site
California gull	*Larus californicus*	BCC, WL	Flocks flew over
Red-tailed hawk	*Buteo jamaicensis*	BOP	Nesting just off site
Great horned owl	*Bubo virginianus*	BOP	Called just off site
American kestrel	*Falco sparverius*	BOP	Called just off site
Cassin's kingbird	*Tyrannus vociferans*		Foraged
Black phoebe	*Sayornis nigricans*		Foraged
California scrub-jay	*Aphelocoma californica*		Just off site
American crow	*Corvus brachyrhynchos*		
Common raven	*Corvus corax*		
Bushtit	*Psaltriparus minimus*		Foraged just off site
Northern mockingbird	*Mimus polyglottos*		Foraged
European starling	*Sturnus vulgaris*	Non-native	Nesting along edge
House sparrow	*Passer domesticus*	Non-native	
House finch	*Haemorphous mexicanus*		Foraged
Lesser goldfinch	*Spinus psaltria*		
White-crowned sparrow	*Zonotrichia leucophrys*		
Savannah sparrow	*Passerculus sandwichensis*		
Hooded oriole	*Icterus cucullatus*		
Yellow-rumped warbler	*Setophaga coronata*		
House cat	*Felis catus*	Non-native	
Botta's pocket gopher	*Thomomys bottae*		Foraged on site

[1] Listed on CDFW's Special Animals List (https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=109406) as WL = CDFW's Taxa to Watch List; 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).

ANALYSIS OF RECONNAISSANCE SURVEY DATA

Noriko detected 27 species of vertebrate willdife, which was a relatively large number for the brevity of her survey effort. All the species in Table 1 would lose habitat as a result of the project and its replacement of natural ground covers with impervious surfaces. Smallwood and Smallwood (2023) confirmed this habitat loss by measuring the impacts of similar developments on species richness and the abundances of wildlife. Smallwood

and Smallwood (2023) directly compared the species and the numbers of animals observed prior to development to the those observed after development, while they did the same at control sites. The measured losses of these species resulting from development is indicative of habitat loss, because habitat is defined as that portion of the environment that is used for survival and reproduction by members of a species (Hall et al. 1997).

However, the species of wildlife Noriko detected at the project site were not the only species that were present during her survey, as there are always species that are not detected. To demonstrate this, I fit nonlinear regression models to Noriko's accumulation of first detections of vertebrate wildlife species 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 21 March predicts 32 species of vertebrate wildlife were available to be detected, or 7 more species than she detected that morning (Figure 1). Noriko's rate of species detections followed along the upper bound of the 95% confidence interval estimated from many other morning surveys we have completed in the Inland Empire region, thus indicating the project site is relatively species-rich for the region.

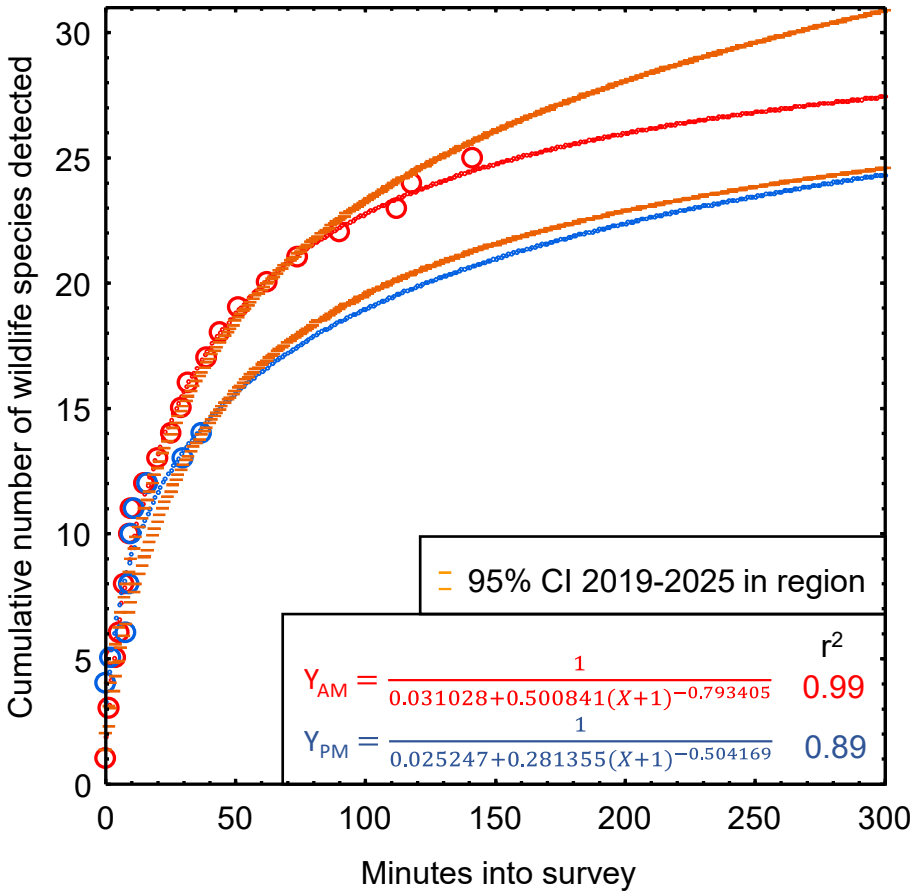

Figure 1. *Actual and predicted relationships between the numbers of vertebrate wildlife species detected and the elapsed survey time based on Noriko's visual-scan surveys at the project site on 21 and 24 March 2026. Note the confidence interval (orange) applies only to the morning survey (red line).*

Unknown are the identities of the species Noriko missed, but the species that Noriko did and did not detect on 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. Surveys on only 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 one survey. 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 km² 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 15.5 species over my first 4.12 hours of diurnal surveys at my research site in the Altamont Pass (4.12 hours to match the 4.12 hours Noriko surveyed during daylight hours at the project site), which composed 27% 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 26 vertebrate wildlife species Noriko detected after her 4.12 hours of daylight survey at the project site likely represented 27% 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 $26/0.27 = 96$ species of vertebrate wildlife in daylight surveys at the site. Assuming Noriko's ratio of special-status to non-special-status species was to hold through the detections of all 96

predicted species, then continued daylight surveys would eventually detect 11 special-status species of vertebrate wildlife.

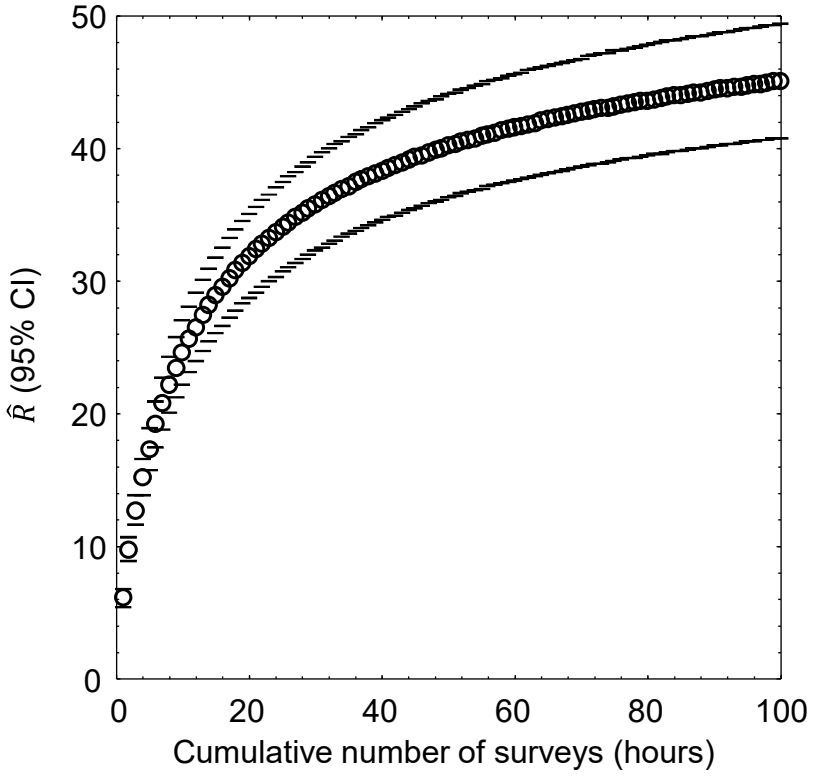

Figure 2. *Mean (95% CI) predicted wildlife species richness, $\hat{R}$, as a nonlinear function of hour-long survey increments across 46 visual-scan survey stations across the Altamont Pass Wind Resource Area, Alameda and Contra Costa Counties, 2015–2019. Note that the location of the study is largely 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.*

Because my prediction of 96 species of vertebrate wildlife, including 11 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 survey 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 one survey 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.

MISCHARACTERIZATION OF THE EXISTING ENVIRONMENTAL SETTING

CEQA's primary objectives should guide the design and conduct of CEQA review. Four of CEQA's primary objectives are to (1) accurately characterize the existing environmental setting, (2) disclose potential project impacts to the public and decision-makers, (3) foster public participation with decision-making over proposed projects, and (4) identify issues and feasible alternative mitigation measures to minimize environmental impacts. The first objective is essential to the other three, because an accurate understanding of the existing environmental setting is needed to predict impacts, provide the public with the means to meaningfully participate with issues of importance, and effectively strategize mitigation and project alternatives (Figure 3). For

biological resources, essential information includes the species composition of the plant and wildlife communities, key ecological interactions, identification of ecological keystone species, determining the presence of special-status species or their habitats, and identifying risk factors that could result in significant direct, indirect and cumulative impacts should the project go forward.

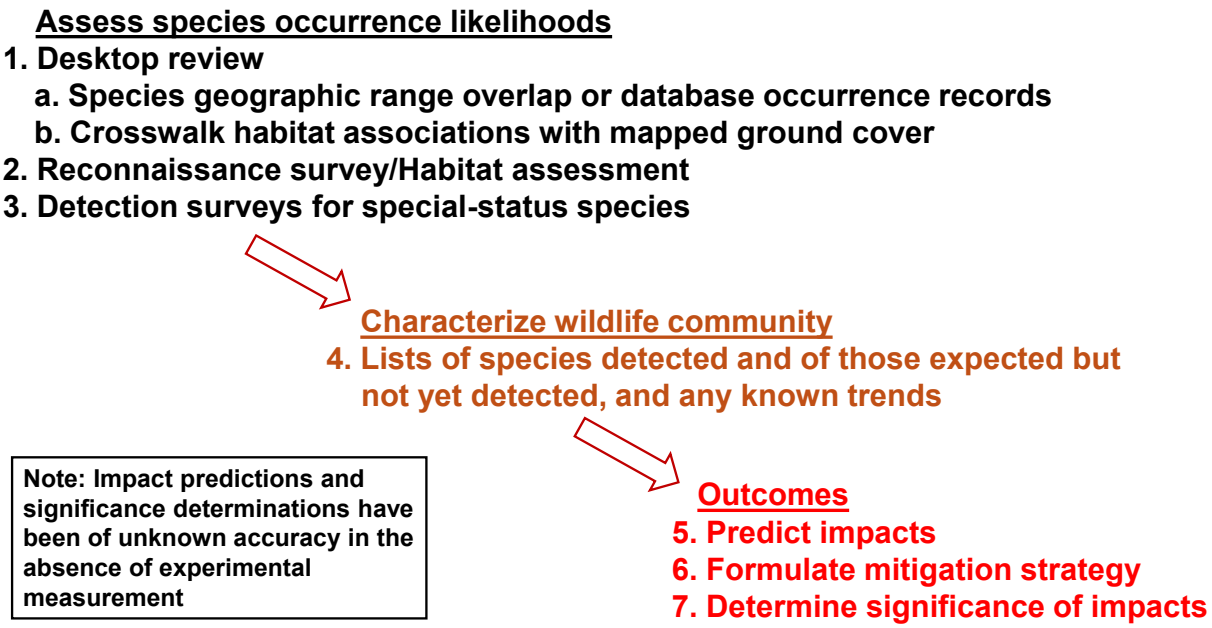

Figure 3. *General flow of information from its gathering through characterizing the existing environment to predicting impacts and their significance.*

The public and decision-makers need to know which species are susceptible to harm potentially caused by the project and its associated activities, and which are known to be vulnerable to harm once exposed to the environmental changes brought by the project. For these reasons, field studies are needed to identify as many of the species that occur on the project site as reasonably feasible, and to otherwise examine the environmental conditions for their likelihood to support species that are not detected, otherwise known as "habitat assessment." A review of species occurrence records – also known as "desktop review" – is needed to identify the other species that potentially occur on the site – a process that is also referred to as "habitat assessment." Because habitat assessments that are based on either or both field study and desktop review are prone to uncertainty, emphasis needs to be directed to adequate field study to reduce the pool of species subjected to habitat assessment, thereby weighing the review more towards certainty. Appropriately weighted reviews are less susceptible to speculation over species occurrence likelihoods. For this reason, protocol-level detection surveys have been formulated for numerous special-status species of plants and wildlife, and otherwise best scientific practices are needed to provide a reasonable likelihood of detection of species that truly occur on the project site. The negative findings of a properly conducted detection survey are the only findings that can support a determination of species absence.

Even among reviews founded on the best of field studies, there is always uncertainty over some of the determinations of species occurrences. The uncertainties of habitat assessments need to be managed to achieve CEQA's primary objectives. This means that the methodological details of both the field studies and desktop review need to be carefully and thoroughly reported, and it means that results need to be reported in context of their uncertainties. For example, the reporting of having detected 10 species in a reconnaissance survey is nearly meaningless without also reporting the numbers of species found in surveys of similar methods and effort levels, and the reporting of the failure to detect a given species is nearly entirely meaningless without also reporting the likelihood that species would be detected given the survey methods and effort level. The same is true of desktop review; that is, there should be some means of validating habitat assessments based on the thousands of habitat assessments that have already been conducted in support of CEQA reviews. If industry standards in environmental review are to be credible, then they must include the use of the comparative method.

In the case of the proposed project, Lilburn (2026) relies on a one-hour reconnaissance survey and an improperly curtailed desktop review, neither of which comports with the findings of Noriko's survey or my desktop review for known occurrences of special-status species of wildlife. Furthermore, neither JE (2025) nor Lilburn (2026) reports anything about the uncertainties of JE's findings, which vastly diminishes the accuracy of the characterization of the existing environmental setting.

Environmental Setting informed by Field Surveys

JE (2025) conducted a reconnaissance survey on 24 January 2026 "to identify the potential for the occurrence of special status species, vegetation communities, or habitats that could support special status wildlife species." JE (2025) deployed one biologist who committed one hour of survey starting at 07:30. In one hour of survey, JE (2025) detected five species of vertebrate wildlife, all five of which were birds. In comparison, Noriko detected these same five bird species within 45 minutes from the start of her survey, because these species tend to be conspicuous due to size, their outsized behaviors, and their diurnal activity patterns. Noriko also detected 20 species of vertebrate wildlife in her first hour of morning survey, or four times the number detected by JE (2025).

Noriko found slightly more species in her one hour than she usually does within the Inland Empire, as her 95% confidence interval of the number of vertebrate wildlife species detected after one hour of survey ranges 16.6 to 19.8 (Figure 1). Noriko's findings were typical for her, but JE (2025) reports no comparison of its findings to the findings it has made at other survey sites.

Relative to the findings of hundreds of reconnaissance surveys completed by other consultants in California, Noriko's survey findings were consistent with the averages among consultants, but JE's (2025) findings came up short (Figure 4). Whereas Noriko found 18% more species of vertebrate wildlife than the consultant average of 22.8 species, JE detected only 22% of the average (left graph of Figure 3). JE's (2025) findings are discrepant from Noriko's, but Noriko's findings are consistent with the

average numbers of species detected by other biological consultants, so the discrepancy can be isolated to JE's survey performance at the project site. Until a reasonable explanation can be made for why JE (2025) detected so few species, JE's survey findings cannot be relied upon to represent the wildlife community of the project site.

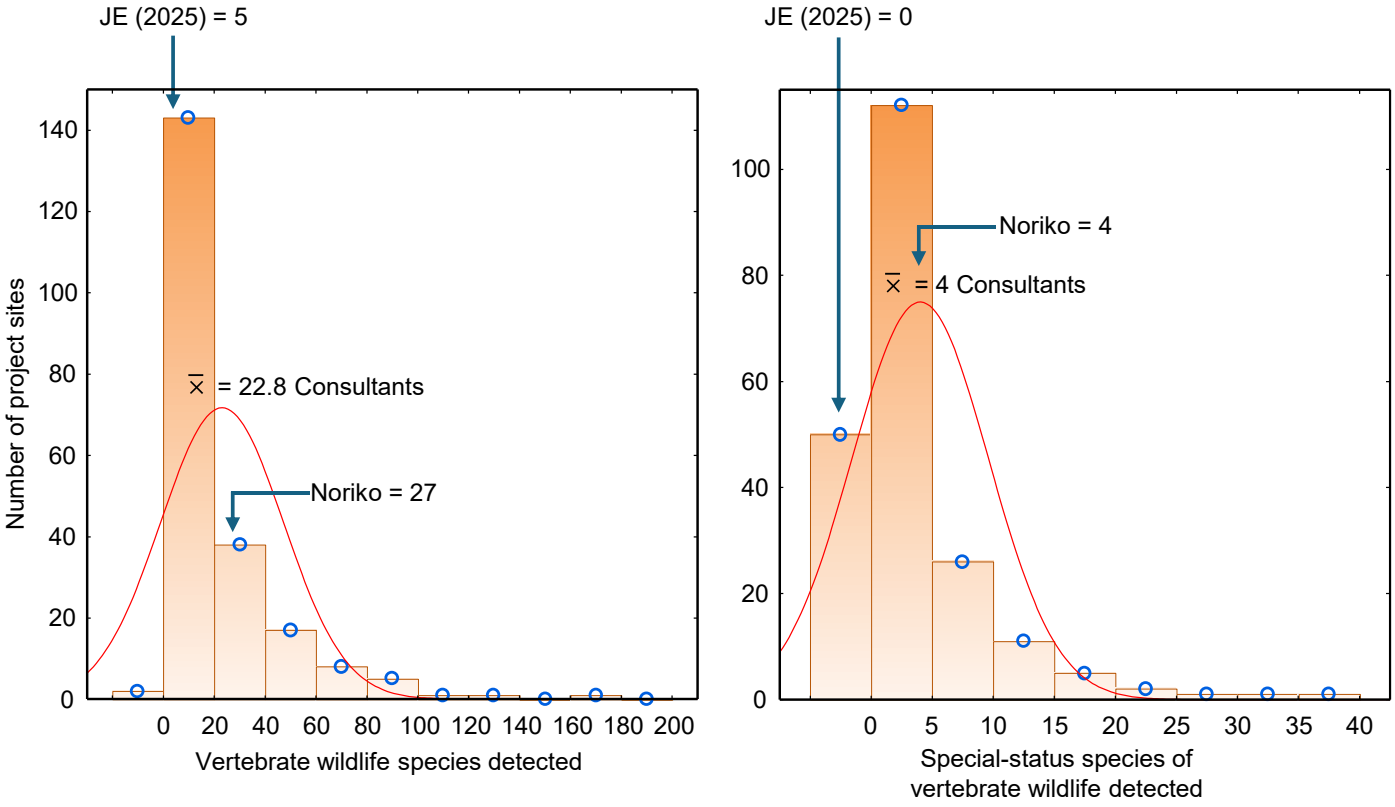

Figure 4. *Frequency distributions of the numbers of vertebrate wildlife species (left graph) and special-status species of wildlife (right graph) detected by consulting biologists among project sites that were surveyed in support of CEQA reviews.*

In no way does JE (2025) or Lilburn (2026) compare JE's one hour of survey to typical reconnaissance survey efforts or to any standard minimum level of survey effort. No attempt is made to justify the reconnaissance survey commitment of only 15 minutes per acre. Nor is there any attempt to defend the implication that JE's survey outcome is definitive of the species composition of the local wildlife community. In fact, Lilburn (2026) portrays without question JE's finding as definitive.

JE's survey deficiency is lost on Lilburn (2026). Lilburn (2026:11) reports, "No rare, State and/or federally listed threatened or endangered species are documented/ or expected to occur within the Project site." However, Lilburn (2026) fails to consider the very low likelihood that special-status species would have been detected in one person-hour of reconnaissance survey. Consider the likelihood of detecting white-tailed kite, as an example. Knowing that the nearest eBird occurrence record of white-tailed kite is within 1.5 miles of the project site, and knowing our rate of detection of white-tailed kite with increasing survey duration (based on hundreds of surveys), Noriko's first hour of

survey (to match JE's one hour of survey) afforded her a 5% likelihood of detection of white-tailed kite (Figure 5). Even based on all her daylight survey time, Noriko's likelihood of detecting white-tailed kite was only 11.5% (Figure 5). Noriko would have needed to conduct many more hours of survey to accumulate a reasonable likelihood of detecting white-tailed kite, but the model fit to our data indicates that with more surveys she would eventually detect white-tailed kite on the project site. Noriko stood a low likelihood of detecting white-tailed kite, and JE stood an even lower likelihood of detecting white-tailed kite, but these low likelihoods of detection do not mean that white-tailed kite is unlikely to occur on the site. There is a fundamental difference in meaning between detection likelihood and occurrence likelihood, but this difference is not mentioned or discussed in Lilburn (2026).

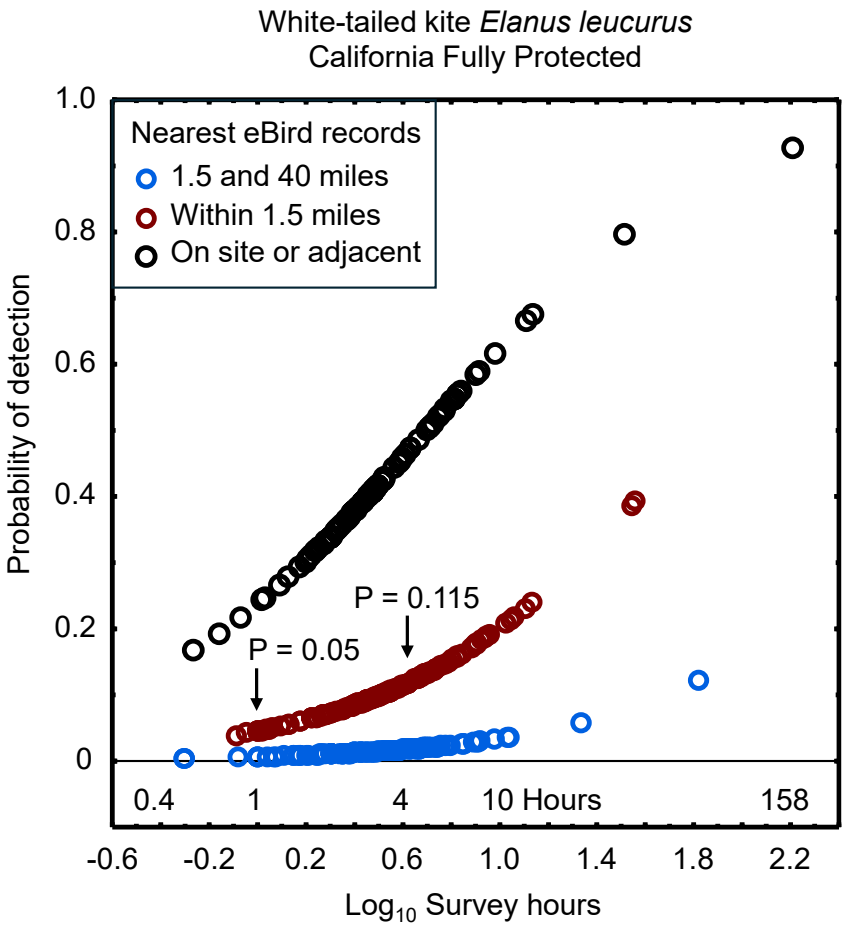

Figure 5. *Probability of detection of white-tailed kite as a function of survey effort and proximity of occurrence records to a project site, based on hundreds of reconnaissance surveys Noriko and I completed 2019–2024. The probabilities that Noriko would have detected white-tailed kite are depicted for one hour (P = 0.05) and 4.12 hours (P = 0.115) of survey.*

Lilburn (2026) continues to misrepresent JE's survey findings as they relate to rare plants. According to Lilburn (2026:11), "no plant species with the CNPS California Rare Plant Rank (CRPR) of 1 or 2 were observed on-site or documented to occur on-site in the relevant databases." However, JE (2025) did not implement the available survey guidelines for rare plants (CDFW 2018). A one-hour walk-over survey was unsuitable for detecting rare plants, and this is true even before considering that JE pursued multiple simultaneous survey objectives. That JE detected no rare plants should be of no surprise considering JE's gross survey deficiency, but this finding has nothing to do with the occurrence likelihoods of rare plants.

Lilburn (2026:11) further states, “The site offers no suitable habitat for any rare sensitive species including listed species.” However, Lilburn did not conduct a survey to support this conclusion. Support for it could have come from multiple reconnaissance surveys conducted at various times of day, or from protocol-level detection surveys. Detection survey guidelines should have been implemented for burrowing owls (CDFW 2012), Crotch’s bumble bees (CDFW 2023), and rare plants (CDFW 2018), and surveys using best scientific practices should have been directed to bats, pocket mice, and kangaroo rats, and other species.

Lilburn 2026:11) concludes, “Although the site is highly disturbed, there is some habitat within the Project site and adjacent area that is suitable for nesting birds in general.” I concur with this conclusion, but it also means that multiple special-status species of birds have the potential to occur on the project site, contrary to Lilburn’s conclusion that “The site offers no suitable habitat for any rare sensitive species including listed species.” Special-status species of birds with potential to occur on the site include burrowing owl, northern harrier, white-tailed kite, California horned lark, loggerhead shrike, and many others. Lilburn’s conclusions are speculative and inconsistent.

Environmental Setting informed by Desktop Review

To establish its pool of special-status species for assessment of occurrence likelihoods, JE (2025) queried the California Natural Diversity Data Base (CNDDB) for occurrence records within four USGS 7.5’ Quadrangles. However, the CNDDB is a volunteer positive-sightings database, and as such it can confirm presence but not absence of species because such databases are not designed for this purpose. As noted by CNDDB, “*The CNDDB is a positive sighting database. It does not predict where something may be found. We map occurrences only where we have documentation that the species was found at the site. There are many areas of the state where no surveys have been conducted and therefore there is nothing on the map. That does not mean that there are no special status species present*.” JE (2025) misuses the CNDDB.

The CNDDB relies entirely on volunteer reporting from biologists who were allowed access to whatever properties they report from. Many properties have never been surveyed by biologists. Many properties have been surveyed, but the survey outcomes never reported to the CNDDB. Many properties have been surveyed multiple times, but not all survey outcomes reported to the CNDDB. Furthermore, the CNDDB is interested only in the findings of special-status species, which means that species more recently assigned special status will have been reported many fewer times to the CNDDB than were species assigned special status since the inception of the CNDDB. Therefore, occurrence records in the CNDDB are most abundant for species assigned special status decades ago, but fewest for species only recently assigned special status. And because negative findings are not reported to the CNDDB, the CNDDB is also inappropriate as a basis for weighting occurrence likelihoods such as absent, not expected, unlikely, low, moderate or high. Whereas the CNDDB can be confirmatory of species presence, it cannot support absence determinations or assignments of low likelihood of occurrence. And again, the screening out of a species due to lack of occurrence records in the

CNDDB is the same as an absence determination, and this step is being taken without adequate support of field surveys.

In my assessment based on a database review and site visits, 138 special-status species of wildlife are known to occur near enough to the site to warrant analysis of occurrence potential (Table 2). Not all these species should be expected to occur at the project site, but each of them should be given a closer look to determine occurrence likelihoods and whether additional surveys are needed, or implementation of detection surveys, or whether it would be reasonable to assume presence. Of these 138 species, 4 were recorded on or just off the project site, and another 17 (12%) have been documented within 1.5 miles of the site (Very close), another 74 (54%) between 1.5 and 4 miles (Nearby), and another 39 (28%) between 4 and 30 miles (In region). Two thirds (69%) of the special-status species in Table 2 have been reportedly seen within 4 miles of the project site. The site therefore supports at least four special-status species of wildlife, and it carries the potential for supporting many more special-status species of wildlife based on the proximities of recorded occurrences. Evidence certainly suggests that habitat assessments are needed for these species.

JE (2025) considers the occurrence likelihoods of only 21 (15%) of the special-status species listed in Table 2, which means that 117 (85%) of the special-status species in Table 2 are screened out of the analysis in the first step of JE's desktop review. Of the 21 species considered, JE (2025) determines all are "absent" from the project site, even though one of them was documented within 1.5 miles of the site, another three were documented between 1.5 and 4 miles from the site, and 14 have been documented between 4 and 30 miles from the site. None of the absence determinations are based on detection surveys or anything more than one hour of reconnaissance survey. These absence determinations are inappropriate.

Mischaracterization of the Wildlife Community

JE (2025) reports on a field survey and a desktop review having been performed, but the field survey was much too cursory and its results are interpreted without any context to survey results from elsewhere, and the desktop review starts with an inappropriately small pool of special-status species after misusing the CNDDB. JE (2025) and Lilburn (2026) often resort to speculation in their analyses of occurrence likelihoods, having not completed surveys appropriate to bats, burrowing owls, rare plants or anything else. Speculated habitat assessments are highly uncertain, which is inappropriate for precious or rare resources such as special-status species (National Research Council 1986). The true wildlife community remains to be described with sufficient accuracy. Without a more accurate characterization of the wildlife community, the basis is inadequate for predicting impacts and formulating appropriate mitigation strategies.

There is at least a fair argument that can be made for the need to prepare an EIR to accurately characterize the wildlife community on the project site as a suitable baseline from which to predict project impacts and to formulate an appropriate mitigation strategy.

Table 2. *Occurrence likelihoods of special-status species of wildlife at or near the proposed project site, according to eBird/iNaturalist records (https://eBird.org, https://www.inaturalist.org), Jennings Environmental (JE 2025), 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.*

Common name	***Species name***	**Status[1]**	**JE 2025**	**Records, Surveys**
Vernal pool fairy shrimp	*Branchinecta lynchi*	FT		In region
San Diego fairy shrimp	*Branchinecta sandiegonensis*	FE		In region
Riverside fairy shrimp	*Streptocephalus woottoni*	FE		In region
Delhi sands flower-loving fly	*Rhaphiomidas terminatus abdominalis*	FE	Absent	In region
Monarch	*Danaus plexippus*	FC		Very close
Crotch's bumble bee	*Bombus crotchii*	CCE	Absent	Nearby
Western spadefoot	*Spea hammondii*	FC, SSC	Absent	In region
Southwestern pond turtle	*Actinemys pallida*	FC, SSC		In region
Coast horned lizard	*Phrynosoma blainvillii*	SSC	Absent	In region
Orange-throated whiptail	*Aspidoscelis hyperythra*	WL		In region
Coastal whiptail	*Aspidoscelis tigris stejnegeri*	SSC		In region
San Diegan legless lizard	*Anniella stebbinsi*	SSC	Absent	Very close
California glossy snake	*Arizona elegans occidentalis*	SSC	Absent	In region
Coast patch-nosed snake	*Salvadora hexalepis virgultea*	SSC		In region
Two-striped gartersnake	*Thamnophis hammondii*	SSC	Absent	In region
South coast gartersnake	*Thamnophis sirtalis pop. 1*	SSC		In region
Red-diamond rattlesnake	*Crotalus ruber*	SSC		Nearby
Brant	*Branta bernicla*	SSC2		In region
Cackling goose (Aleutian)	*Branta hutchinsii leucopareia*	WL		In region
Redhead	*Aythya americana*	SSC2		Nearby
Western grebe	*Aechmophorus occidentalis*	BCC		Very close
Clark's grebe	*Aechmophorus clarkii*	BCC		Nearby
Western yellow-billed cuckoo	*Coccyzus americanus occidentalis*	FT, CE		In region
Black swift	*Cypseloides niger*	SSC3, BCC		In region
Vaux's swift	*Chaetura vauxi*	SSC2		Nearby
Costa's hummingbird	*Calypte costae*	BCC		Nearby

Common name	***Species name***	**Status[1]**	**JE 2025**	**Records, Surveys**
Calliope hummingbird	*Selasphorus calliope*	BCC		In region
Rufous hummingbird	*Selasphorus rufus*	BCC		Very close
Allen's hummingbird	*Selasphorus sasin*	BCC		Very close
Mountain plover	*Charadrius montanus*	SSC2, BCC		In region
Snowy plover	*Charadrius nivosus*	BCC		In region
Western snowy plover	*Charadrius nivosus nivosus*	FT, SSC		In region
Long-billed curlew	*Numenius americanus*	WL		In region
Marbled godwit	*Limosa fedoa*	BCC		In region
Red knot	*Calidris canutus*	BCC		In region
Pectoral sandpiper	*Calidris melanotos*	BCC		In region
Short-billed dowitcher	*Limnodromus griseus*	BCC		In region
Lesser yellowlegs	*Tringa flavipes*	BCC		Very close
Willet	*Tringa semipalmata*	BCC		In region
Laughing gull	*Leucophaeus atricilla*	WL		In region
Franklin's gull	*Leucophaeus pipixcan*	BCC		In region
Heermann's gull	*Larus heermanni*	BCC		In region
Western gull	*Larus occidentalis*	BCC		In region
California gull	*Larus californicus*	BCC, WL		Very close/**On site**
California least tern	*Sternula antillarum browni*	FE, CE, CFP		In region
Black tern	*Chlidonias niger*	SSC2, BCC		In region
Common loon	*Gavia immer*	SSC		In region
Double-crested cormorant	*Phalacrocorax auritus*	WL		Very close
American white pelican	*Pelacanus erythrorhynchos*	SSC1		Nearby
Least bittern	*Ixobrychus exilis*	SSC2		In region
White-faced ibis	*Plegadis chihi*	WL		Nearby
Turkey vulture	*Cathartes aura*	BOP		Very close
Osprey	*Pandion haliaetus*	WL, BOP		Nearby
White-tailed kite	*Elanus luecurus*	CFP, BOP		In region
Golden eagle	*Aquila chrysaetos*	BGEPA, CFP, BOP, WL		Very close
Northern harrier	*Circus cyaneus*	BCC, SSC3, BOP		Nearby
Sharp-shinned hawk	*Accipiter striatus*	WL, BOP		Nearby

Common name	***Species name***	**Status[1]**	**JE 2025**	**Records, Surveys**
Cooper's hawk	*Accipiter cooperii*	WL, BOP		Very close
Bald eagle	*Haliaeetus leucocephalus*	CE, BGEPA, BOP		Nearby
Red-shouldered hawk	*Buteo lineatus*	BOP		Very close
Swainson's hawk	*Buteo swainsoni*	CT, BOP		Nearby
Red-tailed hawk	*Buteo jamaicensis*	BOP		Very close/**On site**
Ferruginous hawk	*Buteo regalis*	WL, BOP		Nearby
Zone-tailed hawk	*Buteo albonotatus*	BOP		In region
Harris' hawk	*Parabuteo unicinctus*	WL, BOP		In region
Rough-legged hawk	*Buteo lagopus*	BOP		In region
American barn owl	*Tyto furcata*	BOP		Very close
Western screech-owl	*Megascops kennicotti*	BOP		In region
Great horned owl	*Bubo virginianus*	BOP		Very close/**Just off site**
Burrowing owl	*Athene cunicularia*	BCC, CCE, SSC2, BOP	Absent	Nearby
Long-eared owl	*Asio otus*	BCC, SSC3, BOP		In region
Short-eared owl	*Asia flammeus*	BCC, SSC3, BOP		In region
Lewis's woodpecker	*Melanerpes lewis*	BCC		In region
Downy woodpecker	*Dryobates pubescens*			
Nuttall's woodpecker	*Picoides nuttallii*	BCC		Nearby
American kestrel	*Falco sparverius*	BOP		Very close/**Just off site**
Merlin	*Falco columbarius*	WL, BOP		Nearby
Peregrine falcon	*Falco peregrinus*	BOP		Very close
Prairie falcon	*Falco mexicanus*	WL, BOP		Nearby
Olive-sided flycatcher	*Contopus cooperi*	BCC, SSC2		Nearby
Willow flycatcher	*Empidonax trailii*	CE		In region
Southwestern willow flycatcher	*Empidonax traillii extimus*	FE, CE		In region
Vermilion flycatcher	*Pyrocephalus rubinus*	SSC2		Very close
Least Bell's vireo	*Vireo bellii pusillus*	FE, CE	Absent	Nearby
Loggerhead shrike	*Lanius ludovicianus*	SSC2		Nearby
Oak titmouse	*Baeolophus inornatus*	BCC		Nearby
California horned lark	*Eremophila alpestris actia*	WL		Very close

Common name	*Species name*	Status[1]	JE 2025	Records, Surveys
Bank swallow	*Riparia riparia*	CT		In region
Purple martin	*Progne subis*	SSC2		Nearby
Wrentit	*Chamaea fasciata*	BCC		Nearby
California gnatcatcher	*Polioptila c. californica*	FT, SSC2	Absent	In region
California thrasher	*Toxostoma redivivum*	BCC		Nearby
Cassin's finch	*Haemorhous cassinii*	BCC		In region
Lawrence's goldfinch	*Spinus lawrencei*	BCC		Very close
Grasshopper sparrow	*Ammodramus savannarum*	SSC2		In region
Black-chinned sparrow	*Spizella atrogularis*	BCC		Nearby
Gray-headed junco	*Junco hyemalis caniceps*	WL		In region
Bell's sparrow	*Amphispiza b. belli*	WL	Absent	In region
Oregon vesper sparrow	*Pooecetes gramineus affinis*	SSC2		In range
Southern California rufous-crowned sparrow	*Aimophila ruficeps canescens*	WL		Nearby
Yellow-breasted chat	*Icteria virens*	SSC3		Nearby
Yellow-headed blackbird	*Xanthocephalus xanthocephalus*	SSC3		Nearby
Bullock's oriole	*Icterus bullockii*	BCC		Very close
Tricolored blackbird	*Agelaius tricolor*	CT, BCC, SSC1	Absent	In region
Prothonotary warbler	*Protonotaria citrea*	BCC		Nearby
Lucy's warbler	*Leiothlypis luciae*	SSC3		In region
Nashville warbler	*Vermivora ruficapilla*			Nearby
Virginia's warbler	*Leiothlypis virginiae*	WL, BCC		In region
Northern yellow warbler	*Setophaga aestiva*	SSC2		Nearby
Prairie warbler	*Setophaga discolor*	BCC		In region
Summer tanager	*Piranga rubra*	SSC1		In region
Little brown bat	*Myotis lucifugus*	WBWG: M		In range
Yuma myotis	*Myotis yumanensis*	WBWG: LM		In region
Long-eared myotis	*Myotis evotis*	WBWG: M		In region
Fringed myotis	*Myotis thysanodes*	WBWG: H		In region
Long-legged myotis	*Myotis volans*	WBWG: H		In range
California myotis	*Myotis californicus*	WBWG:L		In region
Small-footed myotis	*Myotis ciliolabrum*	WBWG: M		In region

Common name	*Species name*	Status[1]	JE 2025	Records, Surveys
Canyon bat	*Parastrellus hesperus*	WBWG: M		Nearby
Big brown bat	*Episticus fuscus*	WBWG: L		In region
Silver-haired bat	*Lasionycteris noctivagans*	WBWG: M		In range
Hoary bat	*Lasiurus cinereus*	WBWG: M		In region
Western red bat	*Lasiurus blossevillii*	SSC, WBWG: H		In region
Western yellow bat	*Lasiurus xanthinus*	SSC, WBWG: H	Absent	In region
Spotted bat	*Euderma maculatum*	SSC, WBWG: H		In range
Townsend's big-eared bat	*Corynorhinus townsendii*	SSC, WBWG: H		In region
Pallid bat	*Antrozous pallidus*	SSC, WBWG: H		In range
Mexican free-tailed bat	*Tadarida brasiliensis*	WBWG: L		In region
Pocketed free-tailed bat	*Nyctinomops femorosaccus*	SSC, WBWG: M	Absent	In range
Western mastiff bat	*Eumops perotis*	SSC, WBWG: H	Absent	In range
San Diego black-tailed jackrabbit	*Lepus californicus bennettii*	SSC	Absent	In region
Long-tailed weasel	*Mustela frenata*			In region
Northwestern San Diego pocket mouse	*Chaetodipus fallax fallax*	SSC	Absent	In region
Pallid San Diego pocket mouse	*Chaetodipus fallax pallidus*	SSC	Absent	In range
Stephens' kangaroo rat	*Dipodomys stephensi*	FT, CT	Absent	In region
Los Angeles pocket mouse	*Perognathus longimembris brevinasus*	SSC	Absent	In region
San Diego Bryant's woodrat	Neotoma bryanti intermedia	SSC	Absent	In region
Southern grasshopper mouse	*Onychomys torridus ramona*	SSC		In range
American badger	*Taxidea taxus*	SSC		In region

[1] 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; 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_i = California Species of Special Concern with i = priorities 1, 2 and 3; WL = CDFW's Taxa to Watch List; BGEPA = Bald and Golden Eagle Protection Act; 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).

The impacts analysis in CEQA review involves prediction. Impact predictions are necessary in environmental review because measuring a project's impacts directly could not happen until after the impacts occur, and the timing of this type of measurement would come too late for formulating a mitigation strategy or deciding on a project alternative. As noted earlier, the accuracy of the predictions of impacts and their significance ultimately relies on the degree of accuracy in the characterization of the existing environmental setting (Figure 3). Prediction accuracy also relies on experience, of which development projects subjected to CEQA review have been made amply available (Figure 6). CEQA prohibits the use of speculation to predict that potential project impacts would be less than significant (see CEQA Guidelines section 15145. SPECULATION), so it is experience that must be used. The type of experience proven most effective, and therefore most amenable to achieving CEQA's primary objectives, is scientific inference, as generally depicted in Figure 6. Scientific inference can be drawn from scientific studies or from the many other projects that have undergone CEQA review. The comparative method enables the use of scientific inference to predict impacts and to predict the efficacies of mitigation strategies, the latter of which should be also amply available in the record.

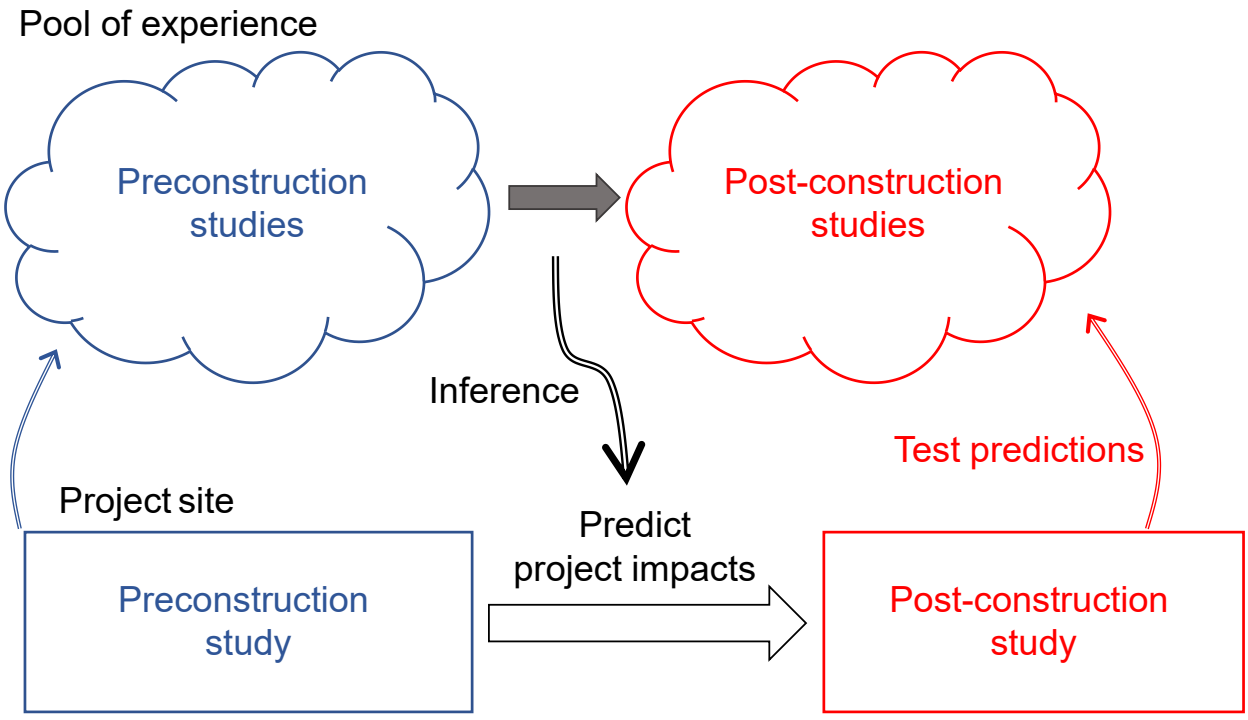

Figure 6. *A framework for arriving at predicted project impacts based on experience with other project sites. Ideally, there is a pool of similar projects in similar circumstances where predicted impacts were compared to realized impacts, and into which the proposed project can also contribute to experience.*

In the following, I analyze several types of impacts likely to result from the project, none of which are analyzed adequately by Lilburn (2026), and some of which are not analyzed at all.

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 27 species of vertebrate wildlife which Noriko observed on the site, but the number of avian nest sites remains unknown. The surveys that have been conducted on the project site were unsuitable for detecting all bird nests or for estimating total nest density. The alternative method for estimating avian productive capacity is to infer it from estimates of total nest density elsewhere. Noriko completed studies to estimate total avian nest density in similar environments.

Noriko estimated an average 3.22 nests/acre among three of her grassland study sites in southern California, two of which were in Murrieta. Applying Noriko's average to the 4 acres of the project site predicts 13 nests/year. 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. 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 in Lilburn (2026). 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 × chicks/nest × number of years) + (2 adults/nest × nests/year) × (number of years ÷ years/generation)} ÷ (number of years) = 59 birds per year lost 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 59 birds per year 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. Unfortunately, this concern has not motivated any analysis of whether or how the project would interfere with wildlife movement in the region. As one of the last remaining patches of open space in the region, the site provides wildlife on the move with essential stopover and staging opportunities.

TRAFFIC IMPACTS ON WILDLIFE

Lilburn (2026) neglects to address one of the project's most obvious, substantial impacts on wildlife, and that is wildlife mortality and injuries caused by project-generated traffic. Project-generated traffic would endanger wildlife that must, for various reasons, cross roads used by the project's traffic (Photos 19—22), including along roads far from the project footprint but which would nevertheless by traversed by automobiles head to or from the project's building. Vehicle collisions have accounted for the deaths of many thousands of amphibian, reptile, mammal, bird, and arthropod fauna, and the impacts have often been found to be significant at the population level (Forman et al. 2003). Across North America traffic impacts have taken devastating tolls on wildlife (Forman et al. 2003). In Canada, 3,562 birds were estimated killed per 100 km of road per year (Bishop and Brogan 2013), and the US estimate of avian mortality on roads is 2,200 to 8,405 deaths per 100 km per year, or 89 million to 340 million total per year (Loss et al. 2014). Local impacts can be more intense than nationally.

Photos 19 and 20. *A desert cottontail runs across the road in Murietta, California (top)*, and a *great-tailed grackle crosses a road in the Imperial Valley (bottom).*

Photos 21 and 22. *Raccoon killed on Road 31 just east of Highway 505 in Solano County (left; photo taken on 10 November 2018), and California kingsnake killed by a vehicle on a rural road in El Dorado County in 2024.*

The nearest study of traffic-caused wildlife mortality was performed along a 2.5-mile stretch of Vasco Road in Contra Costa County, California. Fatality searches in this study found 1,275 carcasses of 49 species of mammals, birds, amphibians and reptiles over 15 months of searches (Mendelsohn et al. 2009). This fatality number needs to be adjusted for the proportion of fatalities that were not found due to scavenger removal and searcher error. This adjustment is typically made by placing carcasses for searchers to find (or not find) during their routine periodic fatality searches. This step was not taken at Vasco Road (Mendelsohn et al. 2009), but it was taken as part of another study next to Vasco Road (Brown et al. 2016). Brown et al.'s (2016) adjustment factors for carcass persistence resembled those of Santos et al. (2011). Also applying searcher detection rates from Brown et al. (2016), the adjusted total number of fatalities was estimated at 9,462 animals killed by traffic on the road. This fatality number projected over 1.25 years and 2.5 miles of road translates to 3,028 wild animals per mile per year. In terms comparable to the national estimates, the estimates from the Mendelsohn et al. (2009) study would translate to 188,191 animals killed per 100 km of road per year, or 22 times that of Loss et al.'s (2014) upper bound estimate and 53 times the Canadian estimate. An analysis is needed of whether increased traffic generated by the project site would similarly result in local impacts on wildlife.

For wildlife vulnerable to front-end collisions and crushing under tires, road mortality can be predicted from the study of Mendelsohn et al. (2009) as a basis, although it would be helpful to have the availability of more studies like that of Mendelsohn et al. (2009) at additional locations. My analysis of the Mendelsohn et al. (2009) data resulted in an estimated 3,028 animals killed per mile along a county road in Contra Costa County. The estimated numbers of fatalities were 1.75% birds, 26.4% mammals (many mice and pocket mice, but also ground squirrels, desert cottontails, striped skunks, American badgers, raccoons, and others), 67.4% amphibians (large numbers of California tiger salamanders and California red-legged frogs, but also Sierran treefrogs,

western toads, arboreal salamanders, slender salamanders and others), and 4.4% reptiles (many western fence lizards, but also skinks, alligator lizards, and snakes of various species). VMT is useful for predicting wildlife mortality because I was able to quantify miles traveled along the studied reach of Vasco Road during the period of the Mendelsohn et al. (2009), hence enabling a rate of fatalities per VMT that can be projected to other sites, assuming similar collision fatality rates.

Predicting project-generated traffic impacts on wildlife

Lilburn (2026) predicts the project would generate 625,486 annual VMT. During the Mendelsohn et al. (2009) study, 19,500 cars traveled Vasco Road in Contra Costa County daily, so the vehicle miles that contributed to my estimate of non-volant fatalities was 19,500 cars and trucks × 2.5 miles × 365 days/year × 1.25 years = 22,242,187.5 vehicle miles per 9,462 wildlife fatalities, or 2,351 vehicle miles per fatality. This rate divided into the predicted annual VMT would predict 266 vertebrate wildlife fatalities per year due to project-generated traffic.

However, some might argue that this prediction relies too much on a study along a road through less-disturbed rangeland that likely supports more non-volant wildlife that is more vulnerable to collision mortality. I would argue that the project-generated traffic would pass through similar rural environments with ample wildlife available to be crushed under automobile tires. Nevertheless, to better represent those reaches of road that are more urban than rural, or that would become more urban with the development of the project, I recently completed my own study of wildlife mortality caused by automobiles along roads that were urban and interfaced between urban and agricultural land uses.

I completed one year of daily pedestrian surveys along 2.7 km (1.713 miles) of local, collector and minor arterial roads in north Davis, California, where I tallied 314 fatalities of 40 species of vertebrate wildlife. Most of the fatalities were small-bodied animals such as Sierran treefrogs, western toads, western fence lizards, 10”- to 16”-long juvenile Pacific gophersnakes, valley gartersnakes and California kingsnakes, as well as bushtits, yellow-rumped warblers, deer mice and California ground squirrels. Most of the animals I found would never have been detected from a moving vehicle, which is why people often underestimate how many wild animals are killed by vehicle traffic.

The animals I found in my study did not include all the animals killed by vehicles on the roads I searched. Many had been removed by scavengers before I could find and count them. (American crows patrol the roads every morning, and so does a large flock of wild turkeys.) Some of the animals are knocked off the road in places where I could never find them, and some were undoubtedly caught and carried away in the grills of vehicles or in tire treads. Most of the Sierran treefrogs disappeared from where I found them within several hours, so daily searches missed many of the fatalities. To adjust for these undetected fatalities, I fit a logit regression model to my fatality finds, all of which transitioned to carcass detection trials after I initially found them. Starting with the first day after each detection, I monitored the carcass trials for 30 days, and I assigned each a body mass estimate based on typical body mass reported in the literature. Predictor

variables were days since detection and $\log_{10}$ body mass. The relationship between carcass detection probability and the predictor variables is depicted in Figure 9. My fatality finds adjusted by the model results in an estimate of 2,126 vertebrate wildlife fatalities over 1.713 miles of roads in one year, or 1,241 vertebrate wildlife fatalities/mile/year. This rate is 40.9% of the rate measured at Vasco Road, or an estimated 5,748 vehicle miles per fatality. Applying this urban fatality rate to the VMT that is predicted for the project would predict 109 vertebrate wildlife fatalities per year in the area around the project that is traveled by project-generated traffic.

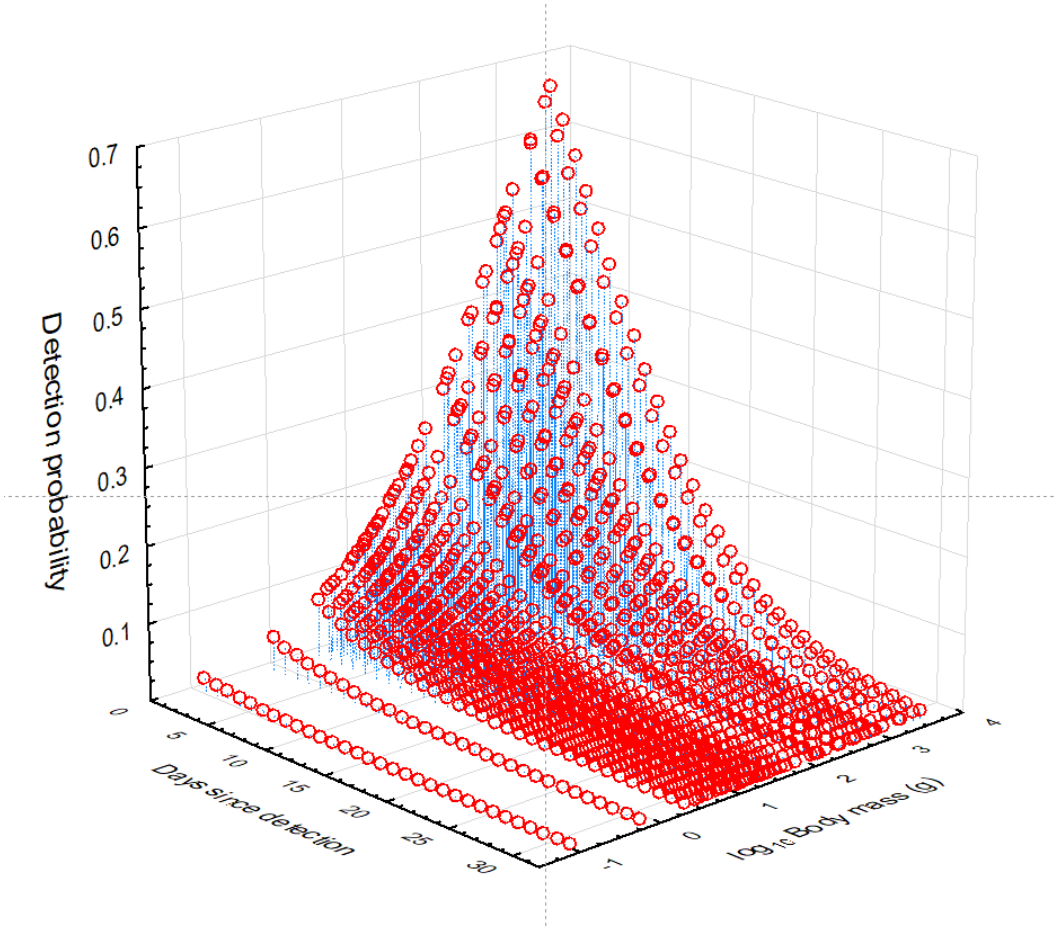

Figure 9. *Wildlife carcass detection probability is a function of the number of days since discovery and $\log_{10}$ body mass.*

A reasonable range of predicted mortality is therefore 109 to 266 vertebrate wildlife fatalities/year due to project-generated traffic.

Based on my analysis, the project-generated traffic would cause substantial, significant impacts on wildlife. Lilburn (2026) fails to address this potential impact, let alone propose to mitigate it. Mitigation measures to improve wildlife safety along roads are available and are feasible, and they need exploration for their suitability with the proposed project. Given the predicted level of project-generated traffic-caused mortality, and the lack of any proposed mitigation, it is my opinion that the proposed project would result in potentially significant adverse biological impacts, and that these impacts would be unmitigated.

CUMULATIVE IMPACTS

One of CEQA's principal concerns regarding potential project impacts is whether a proposed project would contribute significantly to cumulative impacts of past, present and future projects, or to multiple types of impacts that are cumulatively considerable. Unfortunately, Lilburn (2026) fails to analyze the project's contribution to cumulative impacts on biological resources.

Noriko Smallwood and I performed an experiment to measure the efficacy of permitting requirements and required mitigation measures at avoiding or minimizing project impacts including cumulative impacts. We revisited the project sites we had surveyed as experts to repeat the survey methods at the same time of year, the same start time in the day, and the same methods and survey duration to control these sources of variation to cleanly measure the effects of mitigated development on wildlife. We structured the experiment in a before-after, control-impact experimental design, as some of the sites had been developed since our initial survey and some had remained undeveloped. All the developed sites had included mitigation measures to avoid, minimize or compensate for impacts to wildlife. Nevertheless, we found that mitigated development resulted in a 66% loss of species on site, and 48% loss of species in the project area. Counts of vertebrate animals declined 90%. We found that "Development impacts measured by the mean number of species detected per survey were greatest for amphibians (-100%), followed by mammals (-86%), grassland birds (-75%), raptors (-53%), special-status species (-49%), all birds as a group (-48%), non-native birds (-44%), and synanthropic birds (-28%). Our results indicated that urban development substantially reduced vertebrate species richness and numerical abundance, even after richness and abundance had likely already been depleted by the cumulative effects of loss, fragmentation, and degradation of habitat in the urbanizing environment," and despite all the mitigation measures and existing policies, regulations, and habitat plans. Experimental evidence demonstrates the need to analyze a project's potentially significant contributions to cumulative impacts on wildlife. The environmental review for this project needs to include a cumulative impacts analysis.

There is at least a fair argument that can be made for the need to prepare an EIR to appropriately predict project impacts based on an accurate characterization of the wildlife community, and as a basis for formulating an appropriate mitigation strategy.

FLAWED MITIGATION STRATEGY

The mitigation strategy needs to be based on a sound understanding of the existing wildlife community. It needs to be known which species occur or are likely to occur on the project site as well as the nature of their occurrences. It needs to known which species are resident and which are migratory. For special-status species, detection surveys should have been completed to either detect the species or to obtain evidence of its absence. Surveys should have been completed to understand how wildlife use the site in their movement patterns. And what was found of wildlife species needs to be carefully interpreted by comparing the findings to the findings from other survey efforts at other sites. Failures to detect species should be interpreted relative to the probabilities of their detections given the survey effort. The mitigation strategy needs to follow the steps

under Assess species occurrence likelihoods and Characterize wildlife community, followed by Step 7: Predict impacts (Figure 3). However, Lilburn's (2026) mitigation strategy does not follow from these steps. This pointed out, my comments follow in regular font the summary of each required mitigation measure in italics.

Condition of Approval (MM BIO-3 in Fontana General Plan FEIR) Pre-Construction Nesting Bird Surveys. *as recommended in the 2025 Biological Resources Assessment [below], nesting bird surveys shall be implemented prior to construction if construction occurs during the period of February 1 through September 15. … [According to JE (2025),] Nesting bird season generally extends from February 1 through September 15 in southern California and specifically, March 15 through August 31 for migratory passerine birds. To avoid impacts to nesting birds (common and special status) during the nesting season, a qualified Avian Biologist will conduct pre construction Nesting Bird Surveys (NBS) prior to Project related disturbance to nestable vegetation to identify any active nests. If no active nests are found, no further action will be required. If an active nest is found, the biologist will set appropriate no work buffers around the nest which will be based on the nesting species, its sensitivity to disturbance, nesting stage, and expected types, intensity, and duration of the disturbance. The nests and buffer zones shall be field -checked weekly by a qualified biological monitor. The approved no work buffer zone shall be clearly marked in the field, within which no disturbance activity shall commence until the qualified biologist has determined the young birds have successfully fledged and the nest is inactive.*

If the project goes forward, preconstruction surveys for nesting birds should be implemented, but this measure would not avoid the permanent loss of habitat nor the collision mortality with automobiles. Preconstruction, take-avoidance surveys should consist of two steps, both of which are very difficult. First, the biologist(s) performing the survey must identify birds that are breeding. Second, the biologist(s) must locate the breeding birds' nests. The first step is typically completed by observing bird behaviors such as food deliveries and nest territory defense. To be successful, these types of observations typically require many surveys on many dates spread throughout the breeding season even for a single species. To identify and locate the birds of all species nesting on a site would require a much greater survey effort than can be accomplished in time allotted by this measure. Many bird nests would be missed.

I predict the project site supports 13 nest sites in the average year. Even assuming all these nests could be found (not likely), the mitigation measure would apply only to the breeding season of the survey. After the breeding season of the preconstruction survey, there would be no further production of birds from the project site. The project's impact on birds would be permanent. The conservation benefits of this measure would be *de minimis* compared to the project's potential impacts on breeding birds.

Furthermore, the mitigation language allows a single individual to make a subjective decision, outside the public's view, to determine the buffer area and buffer timing for any given species. This measure lacks objective criteria, and it is therefore unenforceable.

Lastly, the mitigation language includes the requirement that the preconstruction nest survey shall be conducted by a qualified biologist, and this requirement carries over to determinations of the buffer areas and buffer timing to avoid take caused by construction activities. Undefined, however, is what qualifies as a "qualified biologist" in these contexts. As mentioned earlier in this letter, Noriko Smallwood and I have been conducting surveys over the past several years to estimate total nest density, which is relevant to a preconstruction, take-avoidance survey because our surveys were likewise directed to all bird species that could be concurrently nesting on a site. Searching for the nests of one species is difficult, but searching for nests of all bird species at once is vastly more difficult. For this reason, there are very few published estimates of total nest density, and there are very few wildlife biologists who have experience with surveys for the nest attempts of all bird species on a given site. A technical way to qualify a wildlife biologist for the tasks outlined in this measure would be to obtain an agency Memorandum of Understanding in which the biologist is named and said to be qualified for conducting the preconstruction survey and for determining the take-avoidance buffer area and timing. However, a more compelling means of qualifying the biologist would be to require that the biologist has achieved demonstrable experience with nest surveys and avian nesting behavior. Without a better definition of what is a qualified biologist in the contexts of these tasks, This measure lacks objective criteria, and it is therefore unenforceable.

Burrowing owls. *Prior to initial grading or clearing of areas of suitable habitat within the Planning Area (e.g., a vacant site with a landscape of grassland or low-growing, arid scrub vegetation or agricultural use or vegetation), a qualified biologist shall conduct a pre-construction survey, in accordance with the CDFG Staff Report on Burrowing Owl Mitigation, to determine the presence or absence of burrowing owl within the proposed area of impact. Results of surveys, including mitigation recommendations (i.e. a Burrowing Owl Mitigation and Monitoring Report) shall be incorporated into the project-level CEQA compliance documentation. Construction grading/clearing of areas of suitable habitat should occur between September 1 and January 31 to avoid impacts to breeding owls. If occupied burrows are discovered, they shall not be removed during nesting season [February 1 through August 31), unless a qualified biologist can determine that either the owls have not laid eggs or are incubating eggs, or that any young from the burrows are able to forage independently. If initial grading is scheduled to occur during nesting season, the following measures shall be implemented.*

If removal of occupied burrows is necessary, passive relocation outside of nesting season shall be implemented under the supervision of the qualified biologist. This shall include covering/excavation of burrows and installation of one-way doors as necessary. One-way doors will allow owls inside the burrow to exit but not allow them to re-enter. The biologist shall wait a minimum of one week before the burrow may be excavated to allow the owls time to leave the area.

This measure is outdated. The burrowing owl is now a candidate for listing under the California Endangered Species Act, which means that this measure cannot be implemented as written. Due to a rapid decline throughout California (Miller 2024), the

California Fish and Game Commission voted unanimously in 2024 to designate the burrowing owl a candidate for listing under CESA. It is therefore imperative to adhere to the CDFW (2012) survey and mitigation guidelines, and to begin consultation with the CDFW about whether and how to obtain an incidental take permit (ITP). There is no indication in Lilburn (2026) that consultation with CDFW has been initiated.

The measure misrepresents CDFW's (2012) survey and mitigation guidelines by insinuating that a preconstruction take-avoidance survey can be substituted for breeding-season detection surveys. A preconstruction take avoidance survey is different from a breeding-season survey effort, and it is the last of three types of survey that are intended to be implemented in sequence.

For the burrowing owl, there are three types of surveys recommended and described in the CDFW's (2012) survey and mitigation guidelines: (1) Habitat assessment, (2) Detection surveys, and (3) Preconstruction survey. The habitat assessment is intended to evaluate the likelihood that the site supports burrowing owls, and to decide whether detection surveys should be performed. The detection survey, otherwise described as either or both breeding-season or non-breeding-season survey, is intended to detect whether the site truly supports burrowing owls, and if so, where and how many. The preconstruction survey, otherwise known as a take-avoidance survey, is intended to determine whether burrowing owls immigrated to the site since completion of the detection survey, or whether they returned to the site since passive or active relocations were performed as mitigation. The three types of survey carry distinct but inter-related purposes, and CDFW (2012) intends them to be completed in chronological order as numbered above.

The first two types of survey support impacts analysis, whereas the third type of survey is a mitigation measure. Burrowing owls can be determined absent at the time of the survey based on evidence derived from the habitat assessment or detection survey, but only if the surveys achieved the minimum standards of CDFW (2012). Whereas an absence determination naturally follows from the negative findings of properly performed detection surveys, the following three questions must be answered negatively to determine absence based on the habitat assessment:

A) Are there occurrence records nearby the project site?
B) Is the site's vegetation cover and height typical of where burrowing owls are found?
C) Are there fossorial mammals present which typically construct burrows useable by burrowing owls, or are there surrogate cavities that can serve as nest sites?

If the answers to these questions are compellingly negative, then detection surveys are not necessary, but they could be implemented to make certain that burrowing owls are absent on the project site. If the answers to these questions are affirmative or not compellingly negative, then it should be assumed that burrowing owl habitat exists on the site until detection surveys prove otherwise.

To question A, the nearest burrowing owl occurrence records are between 1.5 and 4 miles from the project site. These nearby occurrences justify an affirmative answer to question A, and so this part of the habitat assessment warrants a detection survey effort.

To question B, the vegetation on site is typical of the area, and much of it is typical of vegetation where burrowing owls are known to occur. The answer to question B is affirmative, and so this part of the habitat assessment warrants a detection survey effort.

To question C, ground squirrels were not documented on the project site, but the nearest iNaturalist records within one mile from the project site. Ground squirrels construct burrows used by burrowing owls, and these two species mutually alarm-call for predators and survive better together (K. S. Smallwood, unpublished data). The answer to question C should be plausibly affirmative, and so this part of the habitat assessment warrants a detection survey effort.

The answers to all three questions are affirmative. Therefore, breeding-season detection surveys are needed, and these surveys are not to be confused with preconstruction take-avoidance surveys. Breeding-season detection surveys are needed to accurately characterize the existing environmental setting and to publicly disclose potential impacts on the burrowing owl.

As for the measure's requirements concerning passive or active translocation, the applicant needs to consult with CDFW to determine whether an ITP can be issued, and if so, then under what conditions. Without an ITP, translocations of burrowing owls can be interpreted by CDFW as illegal take.

The same issues around what defines a qualified biologist exist for this measure as they do for the first measure.

There is at least a fair argument that can be made for the need to prepare an EIR to formulate an effective mitigation strategy to achieve CEQA's primary objectives.

NEEDED MITIGATION MEASURES

Compensatory Habitat Protection: The project would destroy the productive capacity of the project site for birds and other wildlife. The loss of this capacity would need to be offset by compensatory mitigation as near to the site as possible. I recommend a 5:1 mitigation ratio to achieve a no net loss standard, as a 1:1 ratio would simply ensure a 50% loss of habitat between the project site and mitigation site.

The loss of burrowing owl foraging opportunities would need to be mitigated. The applicant needs to consult with the CDFW to learn what mitigation ratio would be acceptable for loss of burrowing owl habitat on the project site, and whether and where habitat is available to be protected nearby.

Road Mortality: Compensatory mitigation is needed for the increased wildlife mortality that would be caused by collisions with automobiles due to project-generated

road traffic in the region. I suggest that this mitigation can be directed toward funding research to identify fatality patterns and effective impact reduction measures such as reduced speed limits and wildlife under-crossings or overcrossings of particularly dangerous road segments. Compensatory mitigation can also be provided in the form of donations to wildlife rehabilitation facilities (see below).

Fund Wildlife Rehabilitation Facilities: Compensatory mitigation is needed, and it ought to also 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 during construction and by collisions 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,

_____

Shawn Smallwood, Ph.D.

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LILBURN
CORPORATION
Strategic Planning & Environmental Services

June 11, 2026

Ms. Alexia Barberena
City of Fontana
8353 Sierra Avenue
Fontana CA 92335

SUBJECT: Responses to Appeal Comments Received in Lozeau Drury LLP's Letter Regarding Categorical Exemption for the Hilton Industrial Facility Project (Master Case No. 18-000053; Tentative Parcel Map No. 18-000005 (TPM No. 19950); Design Review No. 18-000010)

Dear Alexia:

This letter has been prepared per the City's request for Lilburn Corporation to provide responses to the comment letters from Lozeau Drury LLP's May 11, 2026 Appeal Comment Letter regarding the subject project.

This letter provides responses to the individually numbered comments in the appeal letter, concluding that no new information has been provided to require additional environmental analysis and documents that the Project is exempt from the California Environmental Quality Act (CEQA) under the Class 32 Categorical Exemption (CE) set forth in CEQA Guidelines Section 15332.

The Justification Memorandum, prepared by Lilburn Corporation and in the City's files for the Project, provides an introduction, project description, and evaluation of the Project's consistency with the requirements for a Class 32 CE. The Memorandum further evaluates whether any of the exceptions to categorical exemptions set forth in CEQA Guidelines Section 15300.2 apply to the Project.

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.

As documented in the CE Justification, the Project is an allowable use under the General Plan and Zoning designations and therefore has been evaluated as such in the General Plan EIR. According to the *City of Fontana General Plan Land Use Map*, the Project Site has a land use designation of Light Industrial (I-L) and is zoned as West End Specific Plan. The Project Site is surrounded by a Target warehouse to the north, Vision Communications and Open Door Solutions to the east, Southern California Edison to the west, and a Service Partners, a building supply warehouse to the south. Surrounding uses predominantly consist of industrial uses.

The land uses and zoning designations surrounding the Project Site are as follows:

- *North*: Uses to the north are designated Light Industrial (L-I) and zoned West End Specific Plan (BP3).
- *East*: Uses to the east are designated Light Industrial (L-I) and zoned West End Specific Plan (BP3).
- *South*: Uses to the south are designated Light Industrial (L-I) and zoned West End Specific Plan (BP3).
- *West*: Uses to the west are designated Light Industrial (L-I) and zoned West End Specific Plan (BP3).

Comment Letter 1 -Lozeau Drury LLP Letter Dated May 11, 2026

General Response to Comment Letter 1

The Lozeau Drury law firm has submitted comments on behalf of Supporters Alliance for Environmental Responsibility (SAFER), a nonprofit led by Southern California District Council of Laborers[1].

In general, multiple comments provided by Lozeau Drury assert that the technical analyses supporting the CEQA Exemption improperly evaluated the Project's potential environmental impacts. Per the discussion below, these claims are without merit. As documented here, in the CE Justification, and in the studies prepared in support of the Memo, the City has appropriately found the Project exempt from CEQA pursuant to CEQA Guidelines section 15332.

The analytic documents provided by the commenter are acknowledged. However, these analytic documents and supporting remarks at most present evidence a "difference of opinion". The City's factual determination that the Project satisfies the criteria for application of a categorical

[1] https://www.dailyjournal.com/article/379577-union-linked-group-challenges-project-s-ceqa-exemption

exemption must be upheld if it is supported by substantial evidence. (*San Francisco Beautiful v. City and County of San Francisco* (2014) 226 Cal.App.4th 1012, 1021 ("*San Francisco Beautiful*"); *Banker's Hill, Hillcrest, Park West Community Preservation Group v. City of San Diego* (2006) 139 Cal.App.4th 249. 267-269 [substantial evidence test governs review of city's determination that project falls within the Infill Development exemption].)

Substantial evidence includes "facts, reasonable assumptions predicated on facts, and expert opinion supported by facts" and is "enough relevant information and reasonable inferences from this information that a fair argument can be made to support a conclusion, even though other conclusions might also be reached." (CEQA Guidelines, § 15384.) Substantial evidence does not include "[a]rgument, speculation, unsubstantiated opinion or narrative, evidence which is clearly erroneous or inaccurate, or evidence of social or economic impacts …." (Pub. Resources Code, § 21082.2, subd. (c); CEQA Guidelines, § 15384.)

In applying this substantial evidence standard, the City does not need to "weigh conflicting evidence," "determine who has the better argument," nor will a court set City's the agency's decision "on the ground that an opposite conclusion would have been equally or more reasonable." (*Laurel Heights Improvement Assn. of San Francisco, Inc. v. Regents of the Univ. of Cal*. (1988) 47 Cal.3d 376, 393.) The City "is the finder of fact," and courts "must indulge all reasonable inferences from the evidence that would support the agency's determinations and resolve all conflicts in the evidence in favor of the agency's decision." (*Save Our Peninsula Com. v. Monterey County Bd. of Supervisors* (2001) 87 Cal.App.4th 99, 117.) The City's decision that a project is categorically exempt is to be affirmed unless "there is no basis in the record for its determination that the project was exempt from CEQA." (*World Bus. Academy v. Cal. State Lands Commn*. (2018) 24 Cal.App.5th 476, 496.)

In *Banker's Hill Hillcrest Park West Community Preservation Ground v. City of San Diego, supra*, 139 Cal.App.4th 249, the Court expressly considered the standard of review that applies to the question of whether the Infill Development Exemption applies, by its own terms, to a project. (CEQA Guidelines, § 15332, subd. (d); *Banker's Hill*, at pp. 268-269.) The Court held that the Infill Development Exemption "requires the agency to determine that '[a]pproval of the project would not result in a significant effect to traffic, noise, air quality, or water quality. Thus, the [exemption] calls for the agency to make a definitive finding, at the preliminary review stage, as to whether or not there will be a significant environmental effect. The use of this language leads us to conclude that the fair argument standard does not apply." (*Ibid*.) Accordingly, use of the Infill Development Exemption does not depend on whether a project may have a significant effect, but instead depends on if it will have a significant effect. The Court concluded "[w]e inquire whether the record contains substantial evidence to support the City's finding that the Project will not have a significant effect. If we locate substantial evidence in the record to support that conclusion, we will uphold the City's determination, even if other evidence arguably supports a different conclusion." (*Ibid*.)

If substantial evidence in the record supports the agency's exemption determination, "the burden then shifts to the challenging party to produce evidence showing that one of the exceptions to the

exemption applies." (*San Francisco Beautiful*, supra, 226 Cal.App.4th at p. 1023.) To satisfy that burden "a party challenging an agency's exemption decision must produce substantial evidence that the project has the potential for a [significant] adverse environmental impact." (*Association for Protection of Environmental Values in Ukiah v. City of Ukiah* (1991) 2 Cal.App.4th 720, 728.)

Accordingly, despite the disagreements expressed by the commenter, and as documented here, in the CE Justification Memo, and in the studies prepared in support of the Memo, substantial evidence supports the City's findings that the Project is exempt from CEQA pursuant to CEQA Guidelines section 15332. As so, no additional environmental review is required.

The Lozeau Drury letter was submitted with an exhibit (A), a letter prepared by Shawn Smallwood, PhD. The Lozeau Drury letter and each of the comments within the exhibit have been numbered and responses are provided herein by letter/comment number.

Comment 1-1

This is an introductory comment stating the law firm is providing comments on behalf of Supporters Alliance for Environmental Responsibility ("SAFER") and does not provide any CEQA-related comments.

Response to Comment 1-1

The comment is noted for the record and no response is required.

Comment 1-2

This comment states that SAFER maintains the Project does not qualify for the Infill Exemption because substantial evidence shows the Project will have significant adverse impacts related to biological resources and therefore the City cannot rely on the Exemption.

Response to Comment 1-2

A Categorical Exemption Justification and supporting technical documents (Biological Resources Assessment Letter Report (Jennings Environmental, September 2025), Traffic Memorandum (Ganddini Group, December 9, 2025), Noise Impact Analysis (Ganddini Group, December 23, 2025), Hydrology Study (LDDC, revised July 22, 2024), and Cultural Resources Report (LSA Associates, March 2022) were prepared to evaluate the Project's consistency with the requirements for a Class 32 CE. The memorandum evaluated whether any of the exceptions to categorical exemptions set forth in CEQA Guidelines Section 15300.2 apply to the Project.

CEQA Guidelines Section 15332 states that a Class 32 CE applies when:

f) 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.

g) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.

h) The project site has no value as habitat for endangered, rare or threatened species.

i) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

j) The site can be adequately served by all required utilities and public services.

CEQA Guidelines Section 15300.2 lists the following exceptions to categorical exemptions:

a) Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

b) Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

c) Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

d) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.

e) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

As more specifically addressed below, the CE Justification and supporting analyses, as well as this Memo, document that the Project meets all criteria shown above to qualify for an Infill Exemption

and no significant impacts that could not be mitigated to levels of less than significant were identified; the City has made the determination that an Infill Exemption is the appropriate CEQA document to use in approval of the project.

Comment 1-3

This comment states that SAFER's review of the Project was assisted by wildlife ecologist Shawn Smallwood, Ph.D whose credentials and comments are submitted as Exhibit A attached to SAFER's letter.

Response to Comment 1-3

The comment is noted for the record and no response is required. Responses to the referenced Exhibit comments are provided in subsequent responses.

Comment 1-4

Comment presents overview of the Project.

Response to Comment 1-4

The comment is noted for the record and no response is required.

Comment 1-5

This comment points out the three-tiered structure required by CEQA to determine whether a project is exempt from CEQA or if an Initial Study or EIR is required, and states that because the City exempted the Project from CEQA entirely, the first step of the CEQA process applies.

Response to Comment 1-5

If substantial evidence in the record supports the agency's exemption determination, "the burden then shifts to the challenging party to produce evidence showing that one of the exceptions to the exemption applies." (*San Francisco Beautiful*, supra, 226 Cal.App.4th at p. 1023.) To satisfy that burden "a party challenging an agency's exemption decision must produce substantial evidence that the project has the potential for a [significant] adverse environmental impact." (*Association for Protection of Environmental Values in Ukiah v. City of Ukiah* (1991) 2 Cal.App.4th 720, 728.)

Accordingly, despite the disagreements expressed by the commenter, and as documented here, in the CE Justification, and in the studies prepared in support of the Memo, substantial evidence supports the City's findings that the Project is exempt from CEQA pursuant to CEQA Guidelines section 15332. As so, no additional environmental review is required.

Comment 1-6

Commenter summarizes the classes of projects that are exempt from CEQA and highlights that a Class 32 Exemption is applicable to a project site that has no value, as habitat for endangered, rare, or threatened species.

Response to Comment 1-6

Comment does not identify any specific deficiencies or errors in the CE Justification for the Project. The comment is noted for the record and no response is required.

Comment 1-7

This comment states that the project does not qualify for an infill exemption because the project site has value as habitat for several special-status species, and that an initial study must be prepared. categorical exemptions.

Response to Comment 1-7

Based on findings of the experts who prepared Project-specific technical reports in support of the CE Justification, the Project site has no value as habitat for several special-status species, and the Project will not have significant adverse impacts related to biological resources. The City has made the determination that an Infill Exemption is the appropriate CEQA document to use in approval of the project.

Comment 1-8

Comment states that there is substantial evidence that the project will have significant adverse impacts on biological resources precluding reliance on the Infill Exemption.

Response to Comment 1-8

Refer to General Response to Comments and Response to Comment 1-7.

Comment 1-9

The commenter states that Noriko Smallwood visited the site and found special-status species during March 21, 2026 and March 24, 2026 surveys.

Response to Comment 1-9

Comment does not identify any specific deficiencies or errors in the CE Justification for the Project. The comment is noted for the record and no response is required.

Comment 1-10

Commenter states that their surveyor detected over five times the total number of species as Jennings.

Response to Comment 1-10

The Project's potential to serve as habitat for special-status species were evaluated in an update to the Biological Resources Assessment Letter Report prepared for the Project September 10, 2025, by Jennigs Environmental, a biological resources consultant with over 13 years of professional experience working for public and private clients throughout Riverside and San Bernardino counties. Mr. Jennings found that, based on a literature review and personal observations made on the Project site and in the immediate vicinity of the Project site, no State and/or federally-listed threatened or endangered species are documented/or expected to occur within the Project site. Additionally, no plant species with the CNPS California Rare Plant Rank (CRPR) of 1 or 2 were observed on-site or documented to occur on-site in the relevant databases. No other sensitive species were observed within the project area or buffer area. The Project Site is highly disturbed. The habitat on-site is ruderal/disturbed vegetation with gravel surfaces. The site offers no suitable habitat for any sensitive species or listed species. The Assessment concludes no further surveys for sensitive species are required.

The Assessment also notes that because the proposed Project is within Fontana it is subject to the City of Fontana General Plan Update 2015-2035. When the City approved the General Plan it adopted the Mitigation Monitoring and Reporting Program for the General Plan Update 2015-2035 Environmental Impact Report (Resolution 2018-096) as a condition of approval of the General Plan Update. The Program includes the following specific requirements as conditions of approval for individual development projects:

MM-BIO-1

1. Prior to initial grading or clearing of areas of suitable habitat within the Planning Area (e.g., a vacant site with a landscape of grassland or low-growing, arid scrub vegetation or agricultural use or vegetation), a qualified biologist shall conduct a pre-construction survey, in accordance with the CDFG Staff Report on Burrowing Owl Mitigation, to determine the presence or absence of burrowing owl within the proposed area of impact.
2. Results of surveys, including mitigation recommendations (i.e., a Burrowing Owl Mitigation and Monitoring Report) shall be incorporated into the project-level CEQA compliance documentation.
3. Construction grading/clearing of areas of suitable habitat should occur between September 1 and January 31 to avoid impacts to breeding owls. If occupied burrows are discovered, they shall not be removed during nesting season (February 1 through August 31), unless a qualified biologist can determine that either the owls have not

laid eggs or are incubating eggs, or that any young from the burrows are able to forage independently. If initial grading is scheduled to occur during nesting season, the following measures shall be implemented.

4. If removal of occupied burrows is necessary, passive relocation outside of nesting season shall be implemented under the supervision of the qualified biologist. This shall include covering/excavation of burrows and installation of one-way doors as necessary. One-way doors will allow owls inside the burrow to exit but not allow them to re-enter. The biologist shall wait a minimum of one week before the burrow may be excavated to allow the owls time to leave the area.

MM BIO-2

To avoid impacts to nesting birds and to comply with the MBTA, clearing of vegetation and removal of trees should occur between non-nesting (or non-breeding) season for birds (generally, September 1 to January 31). If this avoidance schedule is not feasible, the alternative is to carry out such activities under the supervision of a qualified biologist. This shall entail the following:

1. A qualified biologist shall **conduct a pre-construction nesting bird survey** no more than 14 days prior to initiating ground disturbance activities. The survey will consist of full coverage of the proposed disturbance limits and up to a 500 foot buffer area, determined by the biologist and taking into account the species nesting in the area and the habitat present.
2. If no active nests are found, no additional measures are required.
3. If "occupied" nests are found, their locations shall be mapped, species documented, and, to the degree feasible, the status of the nest (e.g., incubation of eggs, feeding of young, near fledging) recorded. The biologist shall establish a no-disturbance buffer around each active nest. The buffer area will be determined by the biologist based on the species present, surrounding habitat, and type of construction activities proposed in the area.
4. No construction or ground disturbance activities shall be conducted within the buffer until the biologist has determined the nest is no longer active and has informed the construction supervisor that activities may resume.

MM-BIO-3

The City of Fontana Planning Division shall require that all future project applicants prepare a Biological Assessment in conjunction with a project-level analysis. The Biological Assessment shall include a vegetation map of the proposed project area, analysis of the impacts associated with plant and animal species and habitats, and conduct habitat evaluations for burrowing owl, Delhi Sands flower-loving fly, San Diego pocket mouse, western mastiff bat, western yellow bat, and San Diego desert

> woodrat. If any of these special status species are determined to be present, then coordination with the U.S. Fish and Wildlife Service and/or California Department of Fish and Game shall be concluded to determine what, if any, permits or clearances are required prior to development.
>
> Each project-level Biological Assessment shall include an analysis of potential impacts to rare plants and rare natural communities in accordance with the California Department of Fish and Game's November 2009 guidance for Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities. For those projects located in the Delhi Sands flower-loving fly Recovery Unit, the project-level Biological Assessment shall include focused surveys. The Biological Assessment shall prescribe actions necessary to mitigate the impacts identified for a particular project. Such actions shall include either avoidance of a sensitive resource, or payment of in-lieu fees that shall be used to purchase off-site replacement habitat. In instances where transplantation/relocation, off-site preservation, or fee payment is selected, habitat mitigation ratios shall be a minimum of 1:1, unless a greater ratio is required by a state or federal wildlife agency. The requirements of the Biological Assessment shall be a condition of approval of the individual development project.

As recommended in the 2025 Biological Resources Assessment prepared in accordance with the General Plan's adopted Condition of Approvals, nesting bird surveys shall be implemented prior to construction if construction occurs during the period of February 1 through September 15.

Comment 1-11

Commenter discusses other deficiencies found in the Jennings's survey findings.

Response to Comment 1-11

See Response to Comment 1-9. As noted in the General Biological Assessment prepared on September 10, 2025, the Project site does not contain suitable habitat for these species and thus no wildlife surveys are justified. Further, CEQA Guidelines section 15332 does not require wildlife surveys, it only queries whether a project site has value as habitat for endangered, rare or threatened species. As the Project site does not provide such habitat, that is the end of the CEQA Guidelines section 15332 inquiry with regard to endangered, rare or threatened species.

Comment 1-12

Commenter states they found that the City's desktop review was incomplete.

Response to Comment 1-12

The commenter incorrectly states that only one database was used. As noted in the Biological report "The most recent records of the California Natural Diversity Database (CNDDB) managed by CDFW (CDFW 2025), the USFWS Critical Habitat Mapper (USFWS 2025), and the California Native Plant Society's Electronic Inventory (CNPSEI) of Rare and Endangered Vascular Plants of California (CNPS 2024) were reviewed".[2] The findings of which are included in Table 1 in Attachment C of the report. The findings concluded that no habitat for listed or rare species.

The most recent records of these databases were searched for the following quadrangles containing and surrounding the Project site: *Fontana, Devore, Guasti, and Cucamonga Peak* USGS 7.5-minute quadrangles. The *Devore, Guasti, and Cucamonga Peak* quads were included in this search due to the site's proximity to their borders. Given the developed nature of the surrounding land uses, 5 miles is considered an over estimation. Typically, a 1-mile radius is sufficient for a site location consistent with the Project site. However, the additional radius was included to make the analysis conservative and included all relevant species.

The commentor's claim that 138 special status species of wildlife occur close to the Project site is incorrect, as the commenter relies on unreliable public, not scientific, databases to offer this occurrence data.

Comment 1-13

Commenter states that the CE Memo and Jennings Report deficiently described the Project's "environmental setting" and thereby insufficiently analyzed the Project's biological impacts.

Response to Comment 1-13

CEQA Guidelines section 15332 does not require analysis of potential impacts to wildlife species, it only queries whether a project site has value as habitat for endangered, rare or threatened species. As the Project site does not provide such habitat, that is the end of the CEQA Guidelines section 15332 inquiry with regard to endangered, rare or threatened species.

Regardless, the following responses are provided for informational purposes:

As documented in the Biological Resources Assessment Letter Report prepared for the Project September 10, 2025, the Project Site is highly disturbed. The habitat on-site is ruderal/disturbed vegetation with gravel surfaces and previous development. The site offers no suitable habitat for any sensitive species or listed species. Therefore, no further surveys are required. The site contains gravel and concrete, imported soils, and is routinely mowed and disked per fire code. The minimal amount of ruderal vegetation that is present on site does not support any sensitive species as it

[2] Biological Resources Assessment Letter Report, Jennings Environmental, September 10, 2025, Page 1

offers no habitat for nesting, roosting, or breeding. Simply seeing an airborne species fly over the site does not determine the site's ability to host said species.

Comment 1-14

Commenter deems the site as habitat for special-status species and therefore an Infill Exemption is inappropriate.

Response to Comment 1-14

See Responses to Comments 1-9, 1-10, 1-11, 1-12, and 1-13 above. The Project has been adequately evaluated to determine that, per CEQA Guidelines section 15332(c) the project site has no value as habitat for endangered, rare or threatened species. The City concludes that a Categorical Exemption is the appropriate documentation.

Comment 1-15

Commenter concludes that the Project will have significant adverse impacts on biological resources, including: (a) habitat loss; (b) interference with wildlife movement; (c) traffic mortality; and (d) cumulative impacts.

Response to Comment 1-15

See Responses to Comments 1-9, 1-10, 1-11, 1-12, and 1-13 above. The Project has been adequately evaluated to determine that, per CEQA Guidelines section 15332(c) the project site has no value as habitat for endangered, rare or threatened species.

Comment 1-16

Commenter states that the Project will have a significant impact on the reproductive capacity of the Project site as a result of habitat loss.

Response to Comment 1-16

Jenning Environmental notes that the Commenter does not explain how their alleged number in the Comment was calculated and what the scientific literature supports the conclusion. Without this information, there is no substantial evidence to support Commenter's estimate. As stated in the 2025 Biological Assessment, there is no suitable habitat for any sensitive species.

Comment 1-17

Commenter states that, as one of the last remaining patches of open space in the region, the Project site provides wildlife with essential stopover and staging opportunities, thereby facilitating wildlife movement.

Response to Comment 1-17

CEQA Guidelines section 15332 does not require analysis of potential impacts to wildlife species, it only queries whether a project site has value as habitat for endangered, rare or threatened species. As the Project site does not provide such habitat, that is the end of the CEQA Guidelines section 15332 inquiry with regard to endangered, rare or threatened species.

Regardless, the following responses is provided for informational purposes:

As mentioned previously, the Project site is a ruderal site with non-native vegetation and large amounts of disturbance. The site is completely surrounded by developed commercial budlings. Additionally, the site is not mapped within a designated area for wildlife movement as mapped by the California Department of Fish and Wildlife (CDFW)[3]. According to Center for Biological Diversity October 2003 Principles of Wildlife Corridor Design, wildlife movement corridors, also called dispersal corridors or landscape linkages as opposed to linear habitats, are linear features whose primary wildlife function is to connect at least two significant habitat areas.[4] The conditions on site do not support the uses described in the comment as it is within a mostly developed area of Fontana. Furthermore, the proposed Project will have landscaping associated with the project. This landscaping could be used by wildlife post construction.

The commenter states that a certain number of birds would be impacted by the Project, however, that calculation is incorrect and flawed. The commenter's opinion regarding the number of birds suggested is based on flawed analysis (see discussed above) as to the Project site's ability to host said species. The commenter has incorrectly evaluated the site, which does not support high quality habitat as presumed in the commenter. Instead, as discussed above, the Project site contains no such habitat. Therefore, the Project site will not affect the species listed in the comment.

Comment 1-18

Commenter states that the Project will have a significant adverse impact on wildlife as a result of collisions with the additional traffic generated by the Project.

Response to Comment 1-18

The commenter states that a certain number of wildlife would be impacted by the Project, however, that calculation is incorrect and flawed. Regarding an increase in traffic, The CE Memo rely on daily trip generation of 99 daily trips with 9 trips to occur in the AM peak hour and 11 trips to occur in the PM peak hour. Converting the Project's truck trips to passenger car equivalents results in approximately 150 daily trips with 13 trips occurring during AM peak hours and 15 occurring during PM peak hours.[5] An annual VMT is not used to determine trip generation or traffic patterns.

[3] https://apps.wildlife.ca.gov/bios6/?bookmark=648
[4] https://biologicaldiversity.org/publications/papers/wild-corridors.pdf
[5] Hilton Industrial Facility Project Transportation Screening Assessment, December 9, 2025, Ganddini Group, Inc.

The commenter's opinion regarding the number of animals suggested is also based on flawed analysis (see discussed above) as to the Project site's ability to host said species. The commenter has incorrectly evaluated the site, which does not support high quality habitat as presumed in the commenter. Instead, as discussed above, the Project site contains no such habitat. Therefore, the Project site will not affect the species listed in the comment.

Comment 1-19

Comment states that there was no evaluation of cumulative impacts on biological resources as no past, ongoing, or future projects in the area were listed.

Response to Comment 1-19

As documented in the CE Justification, cumulative impacts were evaluated under CEQA Guidelines section 15300.2(b). CEQA Guidelines section 15300.2(b) disallows a categorical exemption to be used for a project when the cumulative impact of successive projects "of the same type in the same place over time." It has a narrower definition than the broad definition of cumulative impacts as defined and applied elsewhere in CEQA practice. Further in *Robinson v. City & County of San Francisco* (2012) 208 Cal.App.4th 950, 958, the court of appeal held that the phrase "in the same place" should be interpreted to refer to the area where the environmental impact will occur and that the affected area will depend on the nature of the environmental impact. Here, SAFER has not identified successive projects of the same type in the same area that would result in a significant impact or provided evidence of a significant cumulative biological impact.

Based on findings of the experts who prepared Project-specific technical reports in support of the CE Justification, the Project site has no value as habitat for several special-status species, and the Project will not have significant adverse impacts related to biological resources. Therefore, there is no substantial evidence that the Project would contribute to a significant cumulative biological impact. As explained in *Santa Monica Chamber of Commerce v. City of Santa Monica* (2002) 101 Cal.App.4th 786, 799, where a project itself contributes no cognizable environmental impact, adding that impact to the impacts of other projects does not create a cumulative impact.

Further, the Project Site is surrounded by a Target warehouse to the north, Vision Communications and Open Door Solutions to the east, Southern California Edison to the west, and a Service Partners, a building supply warehouse to the south. Surrounding uses predominantly consist of industrial uses and the project area is already built out such that there are no projects proceeding in the same place and no cumulative impacts per CEQA Guidelines section 15300.2(b) could occur.

Comment 1-20

Comment states that agencies cannot rely on a Categorical Exemption if to do so would require the imposition of mitigation measures, and further disputes the City's reliance on a Condition of Approval requiring the Applicant to conduct pre-construction surveys for nesting birds.

Response to Comment 1-20

The proposed Project is within Fontana and is therefore subject to the City of Fontana General Plan Update 2015-2035. When the City approved the General Plan Update 2015-2035, it adopted the Mitigation Monitoring and Reporting Program for the General Plan Update 2015-2035 Environmental Impact Report (Resolution 2018-096) as a condition of approval. The Program includes the following specific requirements as conditions of approval that must be imposed on future individual development projects such as the Project:

MM-BIO-1

1. Prior to initial grading or clearing of areas of suitable habitat within the Planning Area (e.g., a vacant site with a landscape of grassland or low-growing, arid scrub vegetation or agricultural use or vegetation), a qualified biologist shall conduct a pre-construction survey, in accordance with the CDFG Staff Report on Burrowing Owl Mitigation, to determine the presence or absence of burrowing owl within the proposed area of impact.
2. Results of surveys, including mitigation recommendations (i.e., a Burrowing Owl Mitigation and Monitoring Report) shall be incorporated into the project-level CEQA compliance documentation.
3. Construction grading/clearing of areas of suitable habitat should occur between September 1 and January 31 to avoid impacts to breeding owls. If occupied burrows are discovered, they shall not be removed during nesting season (February 1 through August 31), unless a qualified biologist can determine that either the owls have not laid eggs or are incubating eggs, or that any young from the burrows are able to forage independently. If initial grading is scheduled to occur during nesting season, the following measures shall be implemented.
4. If removal of occupied burrows is necessary, passive relocation outside of nesting season shall be implemented under the supervision of the qualified biologist. This shall include covering/excavation of burrows and installation of one-way doors as necessary. One-way doors will allow owls inside the burrow to exit but not allow them to re-enter. The biologist shall wait a minimum of one week before the burrow may be excavated to allow the owls time to leave the area.

MM BIO-2

To avoid impacts to nesting birds and to comply with the MBTA, clearing of vegetation and removal of trees should occur between non-nesting (or non-breeding) season for birds (generally, September 1 to January 31). If this avoidance schedule is not feasible, the alternative is to carry out such activities under the supervision of a qualified biologist. This shall entail the following:

1. A qualified biologist shall **conduct a pre-construction nesting bird survey** no more than 14 days prior to initiating ground disturbance activities. The survey will consist of full coverage of the proposed disturbance limits and up to a 500 foot buffer area, determined by the biologist and taking into account the species nesting in the area and the habitat present.
2. If no active nests are found, no additional measures are required.
3. If "occupied" nests are found, their locations shall be mapped, species documented, and, to the degree feasible, the status of the nest (e.g., incubation of eggs, feeding of young, near fledging) recorded. The biologist shall establish a no-disturbance buffer around each active nest. The buffer area will be determined by the biologist based on the species present, surrounding habitat, and type of construction activities proposed in the area.
4. No construction or ground disturbance activities shall be conducted within the buffer until the biologist has determined the nest is no longer active and has informed the construction supervisor that activities may resume.

Although significant biology impacts will be mitigated to less than significant levels through implementation of the above mitigation measures, the following mitigation measures are considered as best practices to be applied to future projects as may be necessary to reduce impacts to less than significant levels. This following list of mitigation measures is not all inclusive of mitigation measures that may be adopted for future projects but serve as a guide and performance standards that constitute the minimum level of measures to reduce environmental impacts to acceptable levels.

MM-BIO-3

The City of Fontana Planning Division shall require that all future project applicants prepare a Biological Assessment in conjunction with a project-level analysis. The Biological Assessment shall include a vegetation map of the proposed project area, analysis of the impacts associated with plant and animal species and habitats, and conduct habitat evaluations for burrowing owl, Delhi Sands flower-loving fly, San Diego pocket mouse, western mastiff bat, western yellow bat, and San Diego desert woodrat. If any of these special status species are determined to be present, then coordination with the U.S. Fish and Wildlife Service and/or California Department of Fish and Game shall be concluded to determine what, if any, permits or clearances are required prior to development.

Each project-level Biological Assessment shall include an analysis of potential impacts to rare plants and rare natural communities in accordance with the California Department of Fish and Game's November 2009 guidance for Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities. For those projects located in the Delhi Sands flower-loving fly Recovery Unit, the project-level Biological Assessment shall include focused surveys. The

> Biological Assessment shall prescribe actions necessary to mitigate the impacts identified for a particular project. Such actions shall include either avoidance of a sensitive resource, or payment of in-lieu fees that shall be used to purchase off-site replacement habitat. In instances where transplantation/relocation, off-site preservation, or fee payment is selected, habitat mitigation ratios shall be a minimum of 1:1, unless a greater ratio is required by a state or federal wildlife agency. The requirements of the Biological Assessment shall be a condition of approval of the individual development project.

The General Plan Update applies to all development in the City; its provisions constitute regulations of general applicability. Thus, the City's imposition as a condition of approval of one of these regulations of general applicability is not the imposition of a project-specific mitigation measure, and does not preclude the City from findings the Project categorically exempt from CEQA.

Comment 1-21

Commenter reiterates their position that mitigation is being provided in the CE to reduce impacts and therefore the project cannot be exempt from CEQA.

Response to Comment 1-21

Refer to Response to Comment 1-20.

Comment 1-22

Commenter believes that the nesting bird surveys described in the General Plan are flawed.

Response to Comment 1-22

Per the City's adoption of the Mitigation Monitoring and Reporting Program for the General Plan Update 2015-2035 Environmental Impact Report (Resolution 2018-096) as a condition of approval of the General Plan Update, the Project, as an individual development project, is subject to General Plan MMs BIO-1, 2 and 3, including the provisions which provides that "the requirements of the Biological Assessment shall be a condition of approval of the individual development project." The City disagrees that the recommendation is flawed, as the condition meets the intent of protecting migratory and nesting birds protected by the federal Migratory Bird Treaty Act (MBTA) while conforming to CDFW guidelines and recommendations.

Further, typically, minimum qualifications for a Qualified Biologist include a bachelor's degree in biological or environmental science, natural resources management, or related discipline; field experience in the habitat types that may occur at the project site; familiarity with the Covered Species (or closely related species) that may occur at the project site; and prior preconstruction survey, construction monitoring, or construction oversight experience.

Comment 1-23

Commenter states "The mitigation measure would only apply to the breeding season of the preconstruction survey, after which there would be no further production of birds from the project site, since the Project's impact on birds would be permanent. (Id.) Thus, the conservation benefits of this measure would be minimal compared to the Project's potential impacts on breeding birds. (Id.)"

Response to Comment 1-23

See Response to Comment 1-22.

Comment 1-24

Regarding the text on burrowing owl surveys in particular, Dr. Smallwood found that the language is outdated because it does not adhere to the CDFW's burrowing owl survey and mitigation guidelines and does not indicate whether consultation with the CDFW about whether to obtain an incidental take permit has been initiated.

Response to Comment 1-24

As stated in the Biological Report, the conditions present on-site are not suitable for BUOW. California ground squirrels, a burrow surrogate species, were not observed on-site. No evidence of BUOW was found in the survey area. No burrows of appropriate size, aspect, or shape were located and no BUOW pellets, feathers, or whitewash were found. No burrowing owl individuals were observed.[6] Additionally, the site does not contain friable soils, as evidence of gravel and cobble fill was found on-site. These factors preclude this species from the site. Therefore, no further surveys or mitigation measures are required or recommended.

Comment 1-25

Commenter suggests multiple other mitigation measures that the City should implement to effectively reduce the Project's significant adverse impacts on biological resources, should the Project proceed. Potential mitigation measures include compensatory habitat protection, compensatory mitigation for traffic mortality, donations to wildlife rehabilitation facilities, and native plant landscaping. (*Id*. at 34-35.) An MND or EIR is required to address the issues in the City's mitigation measure for pre-construction nesting bird surveys and implement the mitigation measures suggested by Dr. Smallwood.

[6] Biological Resources Assessment Letter Report, Jennings Environmental, September 10, 2025 (pp. 3-4; Attachment C, Table 1, p. 15.)

Response to Comment 1-25

See Response to Comment 1-24.

Comment 1-26

Commenter states that the Project does not qualify for CEQA's Infill Exemption due to the Unusual Circumstances Exception.

Response to Comment 1-26

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).) This exception applies only when **both** unusual circumstances and a significant impact as a result of those unusual circumstances are shown. (*Berkeley Hillside Preservation v City of Berkeley* "*Berkeley Hillside*" (2015) 60 Cal.4th 1086, 1104) As the Supreme Court explained in *Berkeley Hillside*, the City's determination whether this exception applies involves two distinct questions: (1) whether the project presents unusual circumstances, and (2) if the project presents unusual circumstances, whether there is a reasonable possibility that a significant environmental impact will result from those unusual circumstances. (60 Cal.4th at 1098.) The City considers the second prong of this two part test only if it first finds that some circumstance of the project is unusual. If the City finds that the project does not present unusual circumstances, the exception is inapplicable, and the City need not reach the second prong of the two part test.

Here, as documented in the CE Justification, the City's determination whether the Project presents unusual circumstances involves a factual inquiry under which the City weighed the relevant evidence to determine if those circumstances are unusual in comparison with other projects in the CEQA Guidelines Section 15332. It determined that the Project would not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances and involves construction activities typical for other similar projects in the City that have been approved pursuant to the CEQA Guidelines section 15332 exemption. An example of a similar project approved by the City pursuant to the CEQA Guidelines Section 15332 exemption is the warehouse project (MCN22-057), which was approved by the Fontana Planning Commission on December 20, 2022. As such the Project does not present unusual circumstances and the City need not reach the second prong of the two part test.

Comment 1-27

Commenter states that they have submitted substantial evidence that the Project will have significant adverse impacts related to biological resources. The fact that these impacts will occur constitutes an unusual circumstance, thereby precluding the City's reliance on the Exemption.

Response to Comment 1-27

See Response to Comment 1-26.

Comment 1-28

Concluding comment that the City cannot rely on a CEQA Infill Exemption because SAFER has provided substantial evidence showing that the Project will have significant adverse impacts on biological resources. 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.

Response to Comment 1-28

Comment noted; refer to prior responses. The City has determined that a Class 32 Exemption is appropriate for the Project.

Comment Letter 1A – Exhibit A to Lozeau Drury Letter

This letter dated March 30, 2026 was prepared by Shawn Smallwood, PhD and addresses biological resources impacts associated with the Project.

Comment 1A-1

The commenter states that they have concerns regarding use of the Class 32 CEQA Exemption because the site supports substantial habitat for endangered, rare or threatened species and cumulative impacts would be significant. Commenter believes the biological technical report mischaracterizes the existing environment. Also provides is their qualifications and experience and states

Response to Comment 1A-1

Comment noted. Comment is introductory, does not address specifics of CEQA-related concerns and does not require a response.

Comment 1A-2

The Commenter provides his opinion as to CEQA's requirements with regard to the protection of wildlife species.

Response to Comment 1A-2

Comment noted. Comment does not present any comments specific to the Project. No further comment is required.

Comment 1A-3

Comment states that the site was surveyed and a summary of Commenter's site visit follows.

Response to Comment 1A-3

Comment noted. No response required to introductory comment.

Comment 1A-4

Comment provides an introduction to two surveys commenter states were conducted at the Project site by Noriko Smallwood, wildlife biologist, during March of 2026 and states how the surveys were conducted.

Response to Comment 1A-4

Comment noted. No response required to introductory comment.

Comment 1A-5

The Commenter states the weather conditions at the site during the two March 2026 surveys.

Response to Comment 1A-5

Comment noted. No response required.

Comment 1A-6

The Commenter states that vegetation found at the site was primarily annual grassland bordered by mature pine and eucalyptus trees. Commenter provides two photos of the site.

Response to Comment 1A-6

The types of vegetation cited by commenter are not what was found by the Jenning Environmental biologists (Project Biologist) in September 2025. The Project Site is highly disturbed. The habitat on-site is ruderal/disturbed vegetation with gravel surfaces.

Comment 1A-7

The comment lists a number of species allegedly found at or adjacent to the site by Ms. Smallwood and provides photographs of these species, stating these photographs were taken at the Project site. Comment also includes sonigrams of canon bat and possible western red bat detected allegedly at the site.

Response to Comment 1A-7

While the photos submitted by the commenter show some of the species that were documented on site, Jennings Environmental has advised that the photos do not show these species actively using the Project site for any nesting, roosting, or breeding. An airborne species may fly over a site at any time, but that does not constitute the occupation of the site by that species. Simply seeing a species fly over the site does not indicate habitat suitability or occupation of the site.

The Commenter also includes a photo of a red-tailed hawk that was not found during either site visit conducted by Jennings Environmental. The Project will be required to follow all previously adopted Conditions of Approval that were approved as part of the City's approval of its General Plan 2015-2035 Draft and Final EIR, including pre-construction survey for birds prior to removing any trees within the City (see Response to Comment 1-10). Therefore, no impacts to any nesting birds are anticipated.

Comment 1A-8

Certification Comment.

Response to Comment 1A-8

No response required.

Comment 1A-9

Commenter states that during their surveys, 27 species of vertebrate wildlife were detected and that the species listed in their Table 1 would lose habitat as a result of the project and its replacement of natural ground covers with impervious surfaces. They further state that they confirmed this habitat loss by measuring the impacts of similar developments on species richness and the abundances of wildlife by comparing the species and the numbers of animals observed prior to development to the those observed after development, while they did the same at control sites.

Response to Comment 1A-9

The comment conflates data with actual observations on the Project site. The graph included with this Comment indicate that it can be applied to any site, with any conditions, under normal circumstances. Jenning Environmental has reviewed this claim and concludes that it is false, and a prime example of causation without correlation. The Comment does not provide the input data or the relevant information to support the model. Therefore, there is no support for the veracity of the claims made based on the model. Jenning Environmental' s opinion, based on 13 years of experience with studying wildlife, a single model cannot be applied all of the various types of habitats present with the City, within the County, or within the State. Each site with the City must be evaluated based on current conditions and suitability for sensitive species. The data presented in this Comment lacks a factual foundation upon which to reach any conclusion regarding the Project site. Additionally, the first sentence in the comment refers to Grassland Habitat in Altamount Pass Wind Resource Area. This area is a diverse and species rich habitat. So, applying this model to a vacant lot in an industrial area of Fontana is not only inaccurate but inappropriate.

Comment 1A-10

Commenter alleges that 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. Surveys on only two days cannot possibly detect all of the species of the local wildlife community.

Response to Comment 1A-10

Again, the commentor incorrectly and drastically over states the available uses of the site for any wildlife species. The site is not within a sensitive area, is completely surrounded by development, exposed to ongoing disturbances, and consists of imported soil material. There is no suitable habitat for any listed species (Refer to Biological Resources Assessment Letter Report (Jennings Environmental, September 2025, Appendix C, Table 1) and therefore, no impacts will occur.

Comment 1A-11

Commenter alleges that 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, and that although they conducted only one survey, the 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.

Response to Comment 1A-11

See Response to Comment 1A-9.

Comment 1A-12

Commenter presents their modeling and results.

Response to Comment 1A-12

The comment conflates data with actual observations on the Project site. The graph included with this Comment indicate that it can be applied to any site, with any conditions, under normal circumstances. Jenning Environmental has reviewed this claim and concludes that it is false, and a prime example of causation without correlation. The Comment does not provide the input data or the relevant information to support the model. Therefore, there is no support for the veracity of the claims made based on the model. Jenning Environmental' s opinion, based on 13 years of experience with studying wildlife, a single model cannot be applied all of the various types of habitats present with the City, within the County, or within the State. Each site with the City must be evaluated based on current conditions and suitability for sensitive species. The data presented in this Comment lacks a factual foundation upon which to reach any conclusion regarding the Project site. Additionally, the first sentence in the comment refers to Grassland Habitat in Altamount Pass Wind Resource Area. This area is a diverse and species rich habitat. So, applying this model to a vacant lot in an industrial area of Fontana is not only inaccurate but inappropriate.

Comment 1A-13

Commenter provides their interpretation of CEQA and how species occurrence likelihood should be evaluated.

Response to Comment 1A-13

See Response to 1-10 thru 1-12.

Comment 1A-14

Commenter states that a review of species occurrence records, also known as "desktop review" is needed to identify the other species that potentially occur on the site – a process that is also referred to as "habitat assessment" and that there should be some means of validating habitat assessments based on the thousands of habitat assessments that have already been conducted in support of CEQA reviews.

Response to Comment 1A-14

The commenter again conflates the database occurrences with the occupation of the site. Jennings Environmental has reviewed this Comment and notes that the broad search, up to 30 miles away from the Project site, that is recommended by commenter presents an inaccurate picture of the potential for species to occur on-site. Additionally, the data presented in Comment is from public observation databases (eBird and iNaturalist). Because these databases are based on the self-certification of public observations, they cannot be relied upon to provide accurate information. Instead, biological experts reference the California Natural Diversity Database (CNDDB) and the US Fish and Wildlife (USFWS) Species Occurrence GIS Layer. Both are databases from scientific sources, and the occurrence data is verified prior to publishing. A record of the CNDDB and USFWS Species Occurrence GIS Layer is provided in Table 1 of Appendix C of the Biological Resources Assessment Letter Report, Jennings Environmental, September 10, 2025, Page 1.

Further, Dr. Smallwood does not provide an explanation of the suitable habitat elements for each species listed, and as such, the data presented does not address the site's actual suitability to host these species. As noted in the Table 1 of Attachment C of the Biological Assessment performed by Jennings Environmental, the Project site does not contain suitable habitat for any sensitive species.

Comment 1A-15

Commenter states that Jennings relied on a one-hour reconnaissance survey and an improperly curtailed desktop review, neither of which comports with the findings of Commenter's survey or desktop review for known occurrences of special status species of wildlife. Furthermore, project reports vastly diminishes the accuracy of the characterization of the existing environmental setting.

Response to Comment 1A-15

See response to Comment 1A-9 thru 1A-14.

Comment 1A-16

Commenter states that their surveys identified more species than that of Jennings who reported no comparison of his findings to the findings made at other survey sites.

Response to Comment 1A-16

The survey conducted by Dr. Smallwood occurred at a different time of day, during a different time of year. So naturally the species documented on-site can change from season to season. But Dr. Smallwood still did not document any sensitive, listed, rare, or endangered species which is the issue the City considered when determining that the Project is categorically exempt.

Comment 1A-17

Commenter disputes the findings of Jennings and states that the data cannot be relied upon to represent the wildlife community of the project site.

Response to Comment 1A-17

See Response to Comment 1A-16.

Comment 1A-18

Commenter states that the one hour of Jennings's survey was not compared to typical reconnaissance survey efforts or to any standard minimum level of survey effort. Further there was no attempt in the CE Justification to defend the implication that Jenning's survey outcome is definitive of the species composition of the local wildlife community.

Response to Comment 1A-18

See Response to Comment 1A-9 thru 1A-14.

Comment 1A-19

Commenter states the CE Justification fails to consider the very low likelihood that special-status species would have been detected in one person hour of reconnaissance survey and that there is a fundamental difference in meaning between detection likelihood and occurrence likelihood, but this difference is not mentioned or discussed in the CE Justification.

Response to Comment 1A-19

See Response to Comment 1A-9 thru 1A-14.

Comment 1A-20

Commenter again disputes the findings of Jennings report related to the occurrence likelihoods of rare plants.

Response to Comment 1A-20

There are no rare plants because, as documented in the experts studies prepared for the project and referenced in this Memo[7], there is no suitable habitat for any rare plants on site. Protocol Surveys are not required if there is no habitat, as such none were conducted for this site. The commentor continues to be incorrect in the assumption that this site is anything more than a vacant lot in the middle of an industrial area.

Comment 1A-21

Commenter states that the CE Justification determines "The site offers no suitable habitat for any rare sensitive species including listed species" With no survey to conducted to support this conclusion.

Response to Comment 1A-21

See Response to Comment 1-9. As noted in the General Biological Assessment prepared on September 10, 2025, the Project site does not contain suitable habitat for these species and thus no wildlife surveys are justified. Further, CEQA Guidelines section 15332 does not require wildlife surveys, it only queries whether a project site has value as habitat for endangered, rare or threatened species. As the Project site does not provide such habitat, that is the end of the CEQA Guidelines section 15332 inquiry with regard to endangered, rare or threatened species.

Comment 1A-22

Commenter alleges special-status species of birds with potential to occur on the site include burrowing owl, northern harrier, white-tailed kite, California horned lark, loggerhead shrike, and many others which are not mentioned in Jennings report.

Response to Comment 1A-22

A record of the CNDDB and USFWS Species Occurrence GIS Layer is provided in Table 1 of Appendix C of the Biological Resources Assessment Letter Report, Jennings Environmental, September 10, 2025, Page 1. The commenter's named special-status species nor their habitat are at the site.

[7] Biological Resources Assessment Letter Report, Jennings Environmental, September 10, 2025, Page 1

Comment 1A-23

Commenter alleges that Jennings misuses the CNDDB.

Response to Comment 1A-23

See Response to Comments 1A-14.

Comment 1A-24

Commenter alleges that based on other surveys, the site supports at least four special-status species of wildlife, and it carries the potential for supporting many more special-status species of wildlife based on the proximities of recorded occurrences; evidence therefore suggests that habitat assessments are needed for these species.

Response to Comment 1A-24

See Response to Comment 1A-14.

Comment 1A-25

Commenter again disputes methodology employed by Jennings.

Response to Comment 1A-25

See Response to Comments 1A-14.

Comment 1A-26

Commenter again claims Jennings misuses CNDDB.

Response to Comment 1A-26

See Response to Comments 1A-14.

Comment 1A-27

Commenter argues for the need to prepare an EIR to accurately characterize the wildlife community on the project site as a suitable baseline from which to predict project impacts and to formulate an appropriate mitigation strategy.

Response to Comment 1A-27

The Project site does not contain suitable habitat for any sensitive species[8]. There is no need for further mitigation other than that provided in the Fontana General Plan EIR. The City concludes that a Categorical Exemption is the appropriate documentation.

Comment 1A-28

Commenter disputes the CE findings as the accuracy of the predictions of impacts and their significance ultimately relies on the degree of accuracy in the characterization of the existing environmental setting and a comparative method is provided to enable the use of scientific inference to predict impacts and the efficacies of mitigation strategies, the latter of which should be also amply available in the record. Commenter provides in subsequent comments how they analyzed several types of impacts likely to result from the project.

Response to Comment 1A-28

Introductory comment to subsequent comments regarding prediction modeling. Responses below.

Comment 1A-29

Commenter discusses their determination of the loss of 13 nest sites and 18 nest attempts per year which would qualify as significant impacts that were not been analyzed in the biological assessment or CE Justification.

Response to Comment 1A-29

Jennings has reviewed the Comment and concludes that the data is inaccurate because the estimate used was for a grassland in a different county. The Project site is within San Bernardino County and in a largely developed area. The Project site does not contain grassland habitat. Additionally, the information in the Comment does not explain how the estimate was obtained. It simply asserts that this was the number that was used. Additionally, Jennings notes that the Commenter does not explain how that number in the Comment was calculated and what the scientific literature supports the conclusion. Without this information, there is no substantial evidence to support Commenter's estimate. As stated in the 2025 Biological Assessment, there is no suitable habitat for any sensitive species. Refer to Response to Comment 1-10.

Comment 1A-30

Commenter asserts that how the project would interfere with wildlife movement in the region was not discussed in the CE Justification.

[8] Biological Resources Assessment Letter Report, Jennings Environmental, September 10, 2025

Response to Comment 1A-30

The commentor asserts that the site is used for stop over opportunities, but fails to say how a terrestrial species would access the site since it completely surrounded by industrial budlings. Any airborne species can and will simply find an alternative or use the surrounding landscaping within the area. Also see response to comment 1A-14.

Comment 1A-31

Commenter asserts that Project-generated traffic would endanger wildlife citing U.S. and Canadian data.

Response to Comment 1A-31

As stated multiple times and shown to the commentor during their site visit, the Project is within an industrial area. Traffic is already using the existing roads, freeways, alleyways, etc. The Project will utilize these existing roads and does not present a new or heightened treat to any species. The Project's estimated daily trip generation of 99 daily trips with 9 trips to occur in the AM peak hour and 11 trips to occur in the PM peak hour is not considered a significant increase.[9] Additionally, the report from Dr. Smallwood shows photos of animals in a roadway; some are even killed in the roadway. But as he clarifies under the photo captions, these photos are not from the site. They are not even from the same County. So, to incorrectly relate project impacts of this specific Project to another project outside the County is unfounded and incorrect.

Comment 1A-32

Commenter cites additional data related to wildlife and traffic collisions.

Response to Comment 1A-32

See Response to Comments 1-18 and 1A-31.

Comment 1A-33

Commenter states that using their predictions and the traffic estimated to be generated by the project, would predict 266 vertebrate wildlife fatalities per year due to project-generated traffic.

Response to Comment 1A-33

See Response to Comment 1A-32.

[9] Hilton Industrial Facility Project Transportation Screening Assessment, December 9, 2025, Ganddini Group, Inc.

Comment 1A-34

Commenter details results of a survey conducted of wildlife fatalities on arterial roads in Davis, California.

Response to Comment 1A-34

See Response to Comment 1A-32.

Comment 1A-35

Commenter states that based on his analysis, the project-generated traffic would cause substantial, significant impacts on wildlife which was not addressed or mitigated in the CE Justification.

Response to Comment 1A-35

See Response to Comment 1A-32.

Comment 1A-36

Commenter states that the CE Justification fails to analyze the project's contribution to cumulative impacts on biological resources.

Response to Comment 1A-36

See Responses to Comments 1A-7 through 1A-35.

Comment 1A-37

Commenter states that the environmental review for the project needs to include a cumulative impacts analysis.

Response to Comment 1A-37

See Responses to Comments 1A-7 through 1A-35.

Comment 1A-38

Commenter states that there is at least a fair argument that can be made for the need to prepare an EIR.

Response to Comment 1A-38

See Responses to Comments 1A-7 through 1A-35. Based on the substantial evidence in the record, the City concludes that a Categorical Exemption is the appropriate documentation.

Comment 1A-39

Commenter states that the mitigation strategy needs to follow the steps under Assess species occurrence likelihoods and Characterize wildlife community, followed by Step 7: Predict impacts which is not followed in the CE Justification.

Response to Comment 1A-39

Compensatory mitigation is only required when impacting habitat of a listed species. Since, as discussed above, no listed species were observed on the Project site, and none are expected to occur, no mitigation is required.

Comment 1A-40

Commenter states that preconstruction surveys for nesting birds should be implemented, but this measure would not avoid the permanent loss of habitat nor the collision mortality with automobiles. Preconstruction take-avoidance surveys should consist of two steps, both of which are very difficult.

Response to Comment 1A-40

See Response to Comment 1-10.

Comment 1A-41

Commenter discusses number of nests on-site and states that the mitigation measure would apply only to the breeding season of the survey. After the breeding season of the preconstruction survey, there would be no further production of birds from the project site. The project's impact on birds would be permanent.

Response to Comment 1A-41

See Response to Comment 1A-29.

Comment 1A-42

Commenter asserts that the mitigation language allows a single individual to make a subjective decision, outside the public's view, to determine the buffer area and buffer timing for any given species. This measure lacks objective criteria, and it is therefore unenforceable.

Response to Comment 1A-42

See Response to Comment 1-10.

Comment 1A-43

Commenter states that what qualifies as a "qualified biologist" is not defined.

Response to Comment 1A-43

The term "qualified biologist" is subject to discretion. Depending on the agency, it will carry different qualifications. The term "qualified biologist" is industry standard and is used by federal, state, and local agencies. Nothing further is required.

Comment 1A-44

Commenter believes that the mitigation measure for Burrowing owl is outdated.

Response to Comment 1A-44

As stated in prior Responses to Comments, and in the Biological Report, there is no habitat for any listed or sensitive species. This includes Burrowing Owls. A habitat assessment was completed and it was determined that the site is not suitable for this species and therefore no mitigation was recommended.

Comment 1A-45

Commenter provides their additional opinions regarding what is needed for and protection of burrowing owl.

Response to Comment 1A-45

The commentor continues to incorrectly state that simply because a species is found a certain distance away, then any site within that range must host the species. As any biologist familiar with the local region knows, burrowing owl will not occur in areas that do not have suitable habitat. Therefore, no mitigation is required and no further surveys are warranted or recommended.

Comment 1A-46

Commenter states that the applicant needs to consult with CDFW to determine whether an ITP can be issued for burrowing owl.

Response to Comment 1A-46

See Response to Comment 1A-45.

Comment 1A-47

Commenter again asks what defines a qualified biologist.

Response to Comment 1A-47

See Response to Comment 1A-43.

Comment 1A-48

Commenter again states that there is a fair argument for the need to prepare an EIR to formulate an effective mitigation strategy.

Response to Comment 1A-48

See Response to Comment 1A-45. Substantial evidence supports the City's conclusions that a Categorical Exemption is the appropriate documentation.

Comment 1A-49

Commenter states that compensatory mitigation as near to the site as possible is needed for destruction of birds and other wildlife.

Response to Comment 1A-49

See Responses to Comments 1A-9 and 1A-48.

Comment 1A-50

Commenter reiterates that loss of burrowing owl foraging opportunities would need to be mitigated.

Response to Comment 1A-50

See Responses to Comments 1A-9 and 1A-48.

Comment 1A-51

Commenter states that compensatory mitigation is needed for the increased wildlife mortality that would be caused by collisions with automobiles due to project-generated road traffic.

Response to Comment 1A-51

See Responses to Comments 1A-9 and 1A-48.

Comment 1A-52

Commenter states that compensatory mitigation is needed, and it ought to also include funding contributions to wildlife rehabilitation facilities to cover the costs of injured animals that will be delivered to these facilities for care as a result of the project.

Response to Comment 1A-52

Compensatory mitigation is only required when impacting habitat of a listed species. Since no listed species were observed on the Project site, and none are expected to occur, no mitigation is required.

Comment 1A-53

Commenter states that 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.

Response to Comment 1A-53

Landscaping will be in compliance with the General Plan and the City of Fontana's Landscape Ordinance (ORDINANCE NO. 1734).

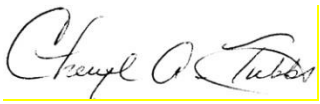
Lilburn Corporation Conclusion

As detailed above, based the CE Justification Memo as well as expert review of the Appeal and supporting comment letters, substantial evidence supports the City's determination that the Project is categorically exemption under CEQA Guidelines section 15332.

The Appeal and its supporting comment letters provide: 1) no new information regard significant impacts; 2) no evidence to support the need to conduct additional environmental; and 3) no substantial evidence supporting the preparation of additional environmental review.

If you should have any questions or require additional information, please do not hesitate to give us a call.

Sincerely,



Cheryl A. Tubbs
Vice President

ATTACHMENT NO. 7

City of Fontana

Action Report

Planning Commission

8437 Sierra Avenue
Fontana, CA 92335

File #: 26-0868
Agenda #: PH-A

Agenda Date: 3/17/2026
Category: Public Hearing

FROM:
Planning Department

TITLE:
Master Case No. (MCN) 18-000053: Tentative Parcel Map No. 18-000005 (TPM No. 19950) and Design Review No. 18-000010 - A request to split one (1) parcel into two (2) and for site and architectural approval for the development of two (2) new industrial commerce center buildings, Building No. 1 will have 41,218 square feet and Building No. 2 will have 30,767 square feet, and with associated site improvements, on 3.98 acres, located north of Hilton Drive and west of Hemlock Avenue (APN: 1110-151-03), pursuant to a categorical exemption in accordance with CEQA Guidelines Section 15332.

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 2026 -___, 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 Tentative Parcel Map No. 18-000005 (TPM No. 19950); and

3. Approve Design Review (DR) No.18-000010

APPLICANT:
C. VanDerHoek Architects, Inc.
4109 E. Fernwood Avenue
Orange, CA 92869

LOCATION:
The project site is located north of Hilton Drive and west of Hemlock Avenue, (APN: 1110-151-03)

REQUEST:
Tentative Parcel Map No. 18-000005 (TPM No. 19950) - A request to divide one (1) parcel into two (2) parcels. Parcel No. 1 will be approximately 2.29 acres and Parcel No. 2 will be approximately 1.69 acres, with a total of approximately 3.98 adjusted acres.

Design Review (DRP) No. 18-000010; A request for site and architectural approval for two (2) new

industrial commerce center buildings, Building No. 1 will be 41,218 square feet including 4,668 square feet office space and Building No. 2 will be 30,767 square feet including 4,668 square feet of office space, and associated site improvements on approximately 3.98 acres.

PROJECT PLANNER:
Salvador Quintanilla, Senior Planner

BACKGROUND INFORMATION:
The Project was previously scheduled for Planning Commission consideration on June 4, 2019. At that time, staff presented a memo to the Planning Commission requestion that the project be continued off calendar so that staff could adequately respond to a general comment letter submitted by Supporters Alliance for Environmental Responsibility objecting to the Categorical Exemption determination under CEQA Guideline Section 15332. The Applicant has submitted a justification memo with technical studies to support the Categorical Exemptions under CEQA Guidelines Section 15332. Staff has reviewed and concurs with the analysis in the justification memo.

Land Use Table

	General Plan	Zoning/Overlay	Existing Land Use
Site:	Light Industrial (I-L)	West End Specific Plan (SP)- BP-3 District.	Vacant
North:	Light Industrial (I-L)	West End Specific Plan (SP) BP-3 District	Warehouse use
South:	Light Industrial (I-L)	West End Specific Plan (SP) -BP-3 District	Warehouse use/Business Park
East:	Light Industrial (I-L)	West End Specific Plan (SP)- BP-3 District	Warehouse use/Business Park
West:	Light Industrial (I-L)	West End Specific Plan (SP)- BP-3 District	Industrial use

PROJECT DESCRIPTION:

Building#	Square Foot	Parcel Size	Parking	Height	Landscaping
1	Total Building: 41,218 sq.ft. Office: 4,668 sq.ft. Warehouse: 36,550 sq.ft.	2.29 acres 99,887 sq.ft.	Required: 55.2 Provided: 56	47’5”	Req: 15% 9,163 sq.ft. Provided: 22%, 12,614 sq.ft.

2	Total Building: 30,767 sq.ft. Office: 4,668 sq.ft. Warehouse: 26,099 sq.ft.	1.69 acres 73,638 sq.ft.	Required: 44.8 Provided: 48	47’5”	Req: 15% 6,793 sq.ft. Provided: 18% 7,343 sq.ft.

ANALYSIS:

The applicant, Hilton Lane, LLC. is requesting that the Planning Commission approve Tentative Parcel Map No. 18-000005 (TPM No. 19950) to subdivide one parcel into two parcels and Design Review No. 18-000010, for development of two new industrial commerce center buildings, and associated site improvements on approximately 3.98 total acres.

Tentative Parcel Map No. 18-000005 (TPM No. 19950)

Tentative Parcel Map No. 18-000005 (TPM No. 19950) subdivides one parcel (APN: 1110-151-03) into two parcels. Parcel No. 1 will have approximately 2.29 acres and Parcel No. 2 will have approximately 1.69 acres, with a total of approximately 3.98 adjusted acres. The resulting parcels will meet the development standards of the Zoning and Development Code and West End Specific Plan and will enable the development of the industrial commerce center facilities.

Design Review (DR) No. 18-000010

The development seeks site and architectural approval of two (2) new industrial commerce center buildings on two (2) parcels, Building No.1 will be 41,218 square feet including 4,668 square feet of office space and Building No. 2 will have 30,767 square feet including 4,668 square feet of office space, totaling approximately 71,985 square feet.

Both buildings are designed with similar architectural features. The architectural features of the industrial commerce center buildings will include an exterior white and grey tone color palette with black accents. The architectural style includes metal doors, glazed aluminum storefront windows, and exterior lighting.

The variations to the buildings’ faces, varying roof lines will make the Project architecturally pleasing and consistent with the surrounding area. The Project includes associated on and off -site improvements including parking spaces, new landscaping, enhanced lighting, curb, gutter, sidewalks, and utilities related to the Project.

The proposal has been designed to be compatible with surrounding industrial uses. The Project Site is physically suitable in size and shape to support the development of the proposed industrial commerce center buildings. Applicable building codes, zoning codes, Specific plan requirements, and fire codes and standards will be met and make for a safe, attractive, and well-designed project. The Project incorporates safety measures for automobiles and pedestrians in the area.

Grading/Walls:

The project site is relatively flat and currently vacant. The existing drainage pattern flows from the northeast to the southwest. An underground water chamber system will be constructed for the Project.

The project plans include a six-foot high tubular steel fence along the north, east, and west sides of the property. The Project Site will have a six-foot high swing gate located at the west side of Project Site. Additionally, the applicant is proposing to construct an eight-foot-high retaining wall at the rear of the property to level the project site.

Site Access/Circulation/Parking:
Primary vehicle access to the Project Site is provided from Hilton Drive with two driveways, one on the east end of the property and one on the west end. The internal circulation has been reviewed by the Planning, Fire, Traffic, and Engineering Departments and found to be sufficient to support this type of use.

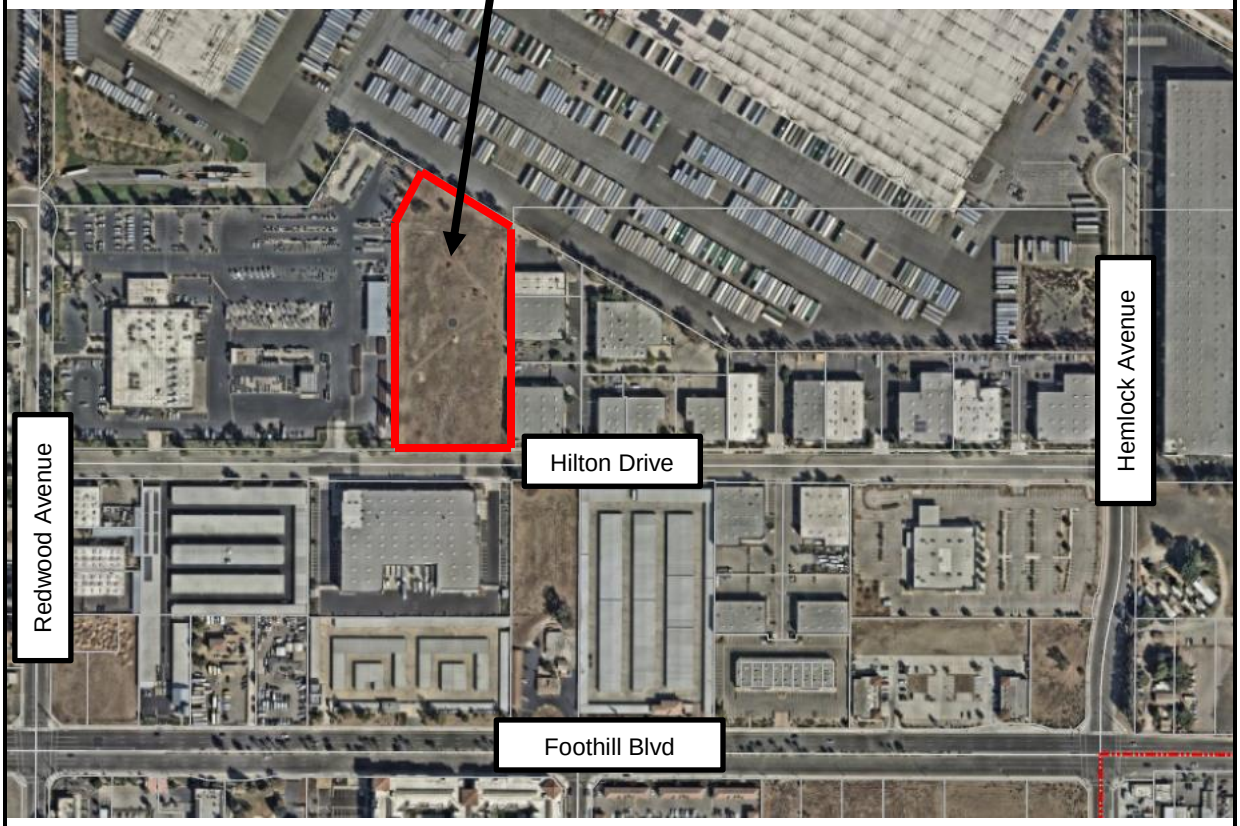
Environmental:
The project environmental consultant (Lilburn Corporation) prepared a CEQA Categorical Exemption Justification Memo and supporting technical studies, (see link below) to support the Project Categorical Exemption from CEQA.
Environmental Documents | Fontana, CA - Official Website
<https://www.fontanaca.gov/2137/Environmental-Documents>.

Therefore, 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, Infill Development Project. The project site is considered Infill Development and meets the CEQA requirements of Infill: (1) The Project is consistent with the Light Industrial (I-L) designation of the General Plan and the West End Specific Plan/BP-3 District regulations; (2) The Project Site is less than five (5) acres (3.98 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 industrial 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 Plan Set
Attachment No. 3 - Planning Commission Resolution, Findings & Conditions of Approval
Attachment No. 4 - Notice of Exemption
Attachment No. 5 - Public Hearing Notice

CITY OF FONTANA PLANNING DEPARTMENT



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VICINITY MAP

DATE: March 17, 2026

CASE: Master Case No. 18-000053
Tentative Parcel Map No. 18-000005
(TPM No. 19950)
Design Review No. 18-000010

ATTACHMENT NO. 1

ATTACHMENT NO. 2

HILTON INDUSTRIAL FACILITY

HILTON DRIVE
FONTANA, CA

SITE SUMMARY BUILDING-1:

Land Use: Light Industrial — Sprinklers: Yes
Zoning: West End Specific Plan (BP3) — Const. Type: III-B
APN: 1110-151-03-0-000
Occupancies: B/ S-1

	Provided	Req/Allow.	Prov.
Ground floor area	38,798	0.00	0.39
Total building area	41,218	0.60	0.41 FAR
Landscape area	12,614	0.15	0.22
Parking area	57,106		
Loading areas	3,983		
All other paved areas	44,492		
Site Area	99,887	2.29 acres	

ALLOWABLE BUILDING HEIGHT:

Occupancy & Const. Type	Stories Allowable	Stories Provided	Height Allowable	Height Provided
B/ F-1/ S-1/ M III-B	4	2	75	47.5'

ALLOWABLE BUILDING AREA:

$[\ F/P - 0.25\ ]\ W/30 = I_f$

F=Frontage, P=Building perimeter, W=width of open space 20 to 30

F	P	W	I_f
868	868	0	0.00%

Single Occupancy, Multiple Story (Eq 5-2) $\{\ A_t + [\ NS \times I_f\ ] \times S_s\ \} = A_a$

A_t=Tabular area use NS, S13R or SM, NS=Tabular Area no sprinklers I_f=Frontage increase, S_s=Actual Stories, A_a= Allowable area
Mixed Occupancy, Multi Story use 1 for S_s to make (Eq 5-2) = (Eq 5-3). Use NS, S13R or SM for A_t. Sum ratios.

Check Each Floor

Occupancy on Level-2	Const. Type	Actual Area	Table Area (SM) A_t	Table Area NS	Frontage I_f	S_s	Allowable Area A_a	Ratio
B	III-B	2,420	57,000	19,000	0.00%	1	57,000	0.04
F-1	III-B	0	36,000	12,000	0.00%	1	36,000	0.00
S-1	III-B	0	52,500	17,500	0.00%	1	52,500	0.00
Total Level-2		2,420						0.04

Occupancy on Level-1		Actual Area	Table Area (SM) A_t	Table Area NS	Frontage I_f	S_s	Allowable Area A_a	Ratio
B	III-B	2,248	57,000	19,000	0.00%	1	57,000	0.04
F-1	III-B	0	36,000	12,000	0.00%	1	36,000	0.00
S-1	III-B	36,550	52,500	17,500	0.00%	1	52,500	0.70
Total Level-1		38,798						0.74

Check Total Building

Occupancy		Actual Area	Table Area (SM) A_t	Table Area NS	Frontage I_f	S_s	Allowable Area A_a	Ratio
B V-B Multiple Stories	III-B	4,668	57,000	19,000	0.00%	1	57,000	0.08
F-1 V-B	III-B	0	36,000	12,000	0.00%	1	36,000	0.00
S-1 V-B	III-B	36,550	52,500	17,500	0.00%	1	52,500	0.70
Total		41,218						0.78

Parking Space Types	Provided	Required	
Standard 9' x 19'	39	-	
Compact 7' x 16'	1	-	
Accessible	3	3	
EVCS Ready	1	1	
EVCS Ready Accessible	2	2	
EVCS Capable (future)	10	10	
Total Parking Spaces	56	55.2	
Bicycle short term	4	3	Short term CGBSC 5% pkg min 2
Bicycle long term	3	3	Long term CGBSC 5% pkg min 2
Loading Spaces	4	0	

BLDG. AREAS, EGRESS AND PLUMBING OCCUPANT LOADS

501 to 1000=3 exits, x>1001=4 exits

Building-1 Level-2

Floor Spaces	Occupancy	Area	Egress OLF	2 Exits If Over	Egress Occ.	Exits Req.	Plumbing OLF	Plumbing Occ.	Parking Ratio	Parking Req.
Office	B	2,420	150	29	16	1	150	16	250	9.68
Halls Restrm, Elect, Equip	B	0	300	29	0	0	0	0	250	0.00
Total Level-2		2,420			16	1		16		9.68

Building-1 Level-1

Floor Spaces		Area	Egress OLF	2 Exits If Over	Egress Occ.	Exits Req.	Plumbing OLF	Plumbing Occ.	Parking Ratio	Parking Req.
Office	B	1,647	150	49	11	1	150	11	250	6.59
Lounge/Waiting	B	446	15	49	30	1	30	15	250	1.78
Stairs, Halls, Storage	B	155	300	49	1	1	0	0	250	0.62
Warehouse Storage	S-1	30,940	500	29	62	2	4000	8	1,000	30.94
Warehouse Distribution	S-1	5,000	150	29	33	2	500	10	1,000	5.00
Restrooms	S-1	302	300	29	1	1	0	0	1,000	0.30
Halls, Equip, Voids	S-1	308	300	29	1	1	0	0	1,000	0.31
Total Ground Floor		38,798			138	2		44		45.54
Total Building-1		41,218			155	2		60		55.22

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Exit Width Calculations Each Suite

Ground Level	Occupants	Ratio	Req. Exit Width
Stairs	16	0.30	4.84
Other	138	0.20	27.70

CPC 422.2 if occ less than 50 1 RR ok
*CPC 415.2 if occ less than 30 no DF req

		Plumb	Water Closet		Urinals		Lavatories		Drinking Fountain		Service Sinks	
	Occupancy	Occ	Factor	Required	Factor	Req.	Factor	Req	Factor	*Req.	Factor	Req
Men	B	21	50	0.42	100	0.21	75	0.28	150	0.14	1	1.00
Women	B	21	15	1.40	0	0.00	50	0.42				
Men	S-1	4	100	0.04	0	0.00	200	0.02	250	0.02	1	1.00
Women	S-1	4	100	0.04	0	0.00	200	0.02				
Total Required Men				0.46		0.21		0.30		0.16		1.00
Total Required Women				1.44		0.00		0.44				
Total Prov. Men				1		1		1		2		1
Total Prov. Women				2		0		1				

SITE SUMMARY BUILDING-2:

Land Use: Light Industrial — Sprinklers: Yes
Zoning: West End Specific Plan (BP3) — Const. Type: III-B
APN: 1110-151-03-0-000
Occupancies: B/ S-1

	Provided	Req/Allow.	Prov.
Ground floor area	28,347	0.00	0.38
Total building area	30,767	0.60	0.42 FAR
Landscape area	7,343	0.15	0.18
Parking area	41,386		
Loading areas	3,905		
All other paved areas	34,043		
Site Area	73,638	1.69 acres	
	73,638		

ALLOWABLE BUILDING HEIGHT:

Occupancy & Const. Type	Stories Allowable	Stories Provided	Height Allowable	Height Provided
B/ F-1/ S-1/ M III-B	4	2	75	47.5'

ALLOWABLE BUILDING AREA:

$[\ F/P - 0.25\ ]\ W/30 = I_f$

F=Frontage, P=Building perimeter, W=width of open space 20 to 30

F	P	W	I_f
714	714	0	0.00%

Single Occupancy, Multiple Story (Eq 5-2) $\{\ A_t + [\ NS \times I_f\ ] \times S_s\ \} = A_a$

A_t=Tabular area use NS, S13R or SM, NS=Tabular Area no sprinklers I_f=Frontage increase, S_s=Actual Stories, A_a= Allowable area
Mixed Occupancy, Multi Story use 1 for S_s to make (Eq 5-2) = (Eq 5-3). Use NS, S13R or SM for A_t. Sum ratios.

Check Each Floor

Occupancy on Level-2	Const. Type	Actual Area	Table Area (SM) A_t	Table Area NS	Frontage I_f	S_s	Allowable Area A_a	Ratio
B	III-B	2,420	57,000	19,000	0.00%	1	57,000	0.04
F-1	III-B	0	36,000	12,000	0.00%	1	36,000	0.00
S-1	III-B	0	52,500	17,500	0.00%	1	52,500	0.00
Total Level-2		2,420						0.04

Occupancy on Level-1		Actual Area	Table Area (SM) A_t	Table Area NS	Frontage I_f	S_s	Allowable Area A_a	Ratio
B	III-B	2,248	57,000	19,000	0.00%	1	57,000	0.04
F-1	III-B	0	36,000	12,000	0.00%	1	36,000	0.00
S-1	III-B	26,099	52,500	17,500	0.00%	1	52,500	0.50
Total Level-1		28,347						0.54

Check Total Building

Occupancy		Actual Area	Table Area (SM) A_t	Table Area NS	Frontage I_f	S_s	Allowable Area A_a	Ratio
B V-B Multiple Stories	III-B	4,668	57,000	19,000	0.00%	1	57,000	0.08
F-1 V-B	III-B	0	36,000	12,000	0.00%	1	36,000	0.00
S-1 V-B	III-B	26,099	52,500	17,500	0.00%	1	52,500	0.50
Total		30,767						0.58

Parking Space Types	Provided	Required	
Standard 9' x 19'	36	-	
Compact 7' x 16'	2	-	
Accessible	2	2	
EVCS Ready	1	1	
EVCS Ready Accessible	1	1	
EVCS Capable (future)	6	6	
Total Parking Spaces	48	44.8	
Bicycle short term	4	3	Short term CGBSC 5% pkg min 2
Bicycle long term	3	3	Long term CGBSC 5% pkg min 2
Loading Spaces	4	0	

BLDG. AREAS, EGRESS AND PLUMBING OCCUPANT LOADS

501 to 1000=3 exits, x>1001=4 exits

Building-2 Level-2

Floor Spaces	Occupancy	Area	Egress OLF	2 Exits If Over	Egress Occ.	Exits Req.	Plumbing OLF	Plumbing Occ.	Parking Ratio	Parking Req.
Office	B	2,420	150	29	16	1	150	16	250	9.68
Halls Restrm, Elect, Equip	B	0	300	29	0	0	0	0	250	0.00
Total Level-2		2,420			16	1		16		9.68

Building-2 Level-1

Floor Spaces		Area	Egress OLF	2 Exits If Over	Egress Occ.	Exits Req.	Plumbing OLF	Plumbing Occ.	Parking Ratio	Parking Req.
Office	B	1,647	150	49	11	1	150	11	250	6.59
Lounge/Waiting	B	446	15	49	30	1	30	15	250	1.78
Stairs, Halls, Storage	B	155	300	49	1	1	0	0	250	0.62
Warehouse Storage	S-1	20,489	500	29	41	2	4000	5	1,000	20.49
Warehouse Distribution	S-1	5,000	150	29	33	2	500	10	1,000	5.00
Restrooms	S-1	302	300	29	1	1	0	0	1,000	0.30
Halls, Equip, Voids	S-1	308	300	29	1	1	0	0	1,000	0.31
Total Ground Floor		28,347			118	2		41		35.09
		28,347								
Total Building-2		30,767			134	2		57		44.77

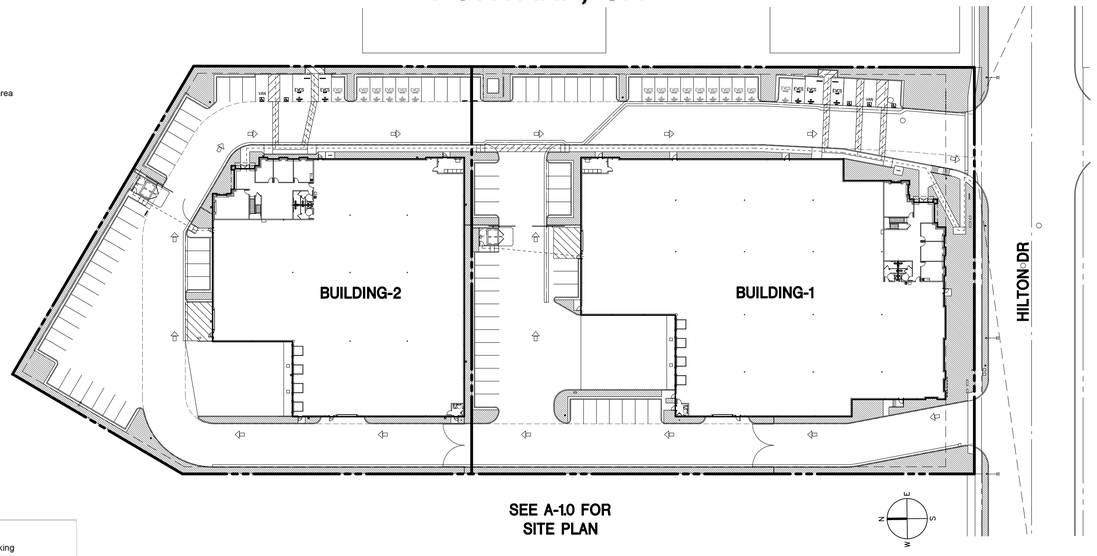
48

Exit Width Calculations Each Suite

Ground Level	Occupants	Ratio	Req. Exit Width
Stairs	16	0.30	4.84
Other	118	0.20	23.51

CPC 422.2 if occ less than 50 1 RR ok
*CPC 415.2 if occ less than 30 no DF req

		Plumb	Water Closet		Urinals		Lavatories		Drinking Fountain		Service Sinks	
	Occupancy	Occ	Factor	Required	Factor	Req.	Factor	Req	Factor	*Req.	Factor	Req
Men	B	21	50	0.42	100	0.21	75	0.28	150	0.14	1	1.00
Women	B	21	15	1.40	0	0.00	50	0.42				
Men	S-1	3	100	0.03	0	0.00	200	0.01	250	0.01	1	1.00
Women	S-1	3	100	0.03	0	0.00	200	0.01				
Total Required Men				0.45		0.21		0.29		0.15		1.00
Total Required Women				1.42		0.00		0.43				
Total Prov. Men				1		1		1		2		1
Total Prov. Women				2		0		1				



SEE A-1.0 FOR SITE PLAN

SITE DATA

SCALE: 1"=50'-0" | 3

APPLICABLE BUILDING CODES
2022 CALIFORNIA BUILDING CODE
2022 CALIFORNIA MECHANICAL CODE
2022 CALIFORNIA PLUMBING CODE
2022 CALIFORNIA ELECTRIC CODE
2022 CALIFORNIA FIRE CODE
2022 CALIFORNIA GREEN BUILDING STANDARDS CODE
2022 CALIFORNIA ENERGY CODE

SCOPE OF WORK:
- 2 NEW BUILDINGS WITH SITE IMPROVEMENTS
- 2 NEW TRASH ENCLOSURES
- FENCES AND GATES

20

CODES AND SCOPE

SCALE: NONE | 16

OWNER:
HILTON LANE, LLC
P.O. BOX 54403
IRVINE, CA 92619-9998
PHONE: (949) 854-4518
CONTACT: GEORGE MCCAN

ARCHITECT:
C. VANDERHOEK ARCHITECTS, INC.
4109 E. FERNWOOD AVE
ORANGE, CA 92869
PHONE: (714) 308-7662
CONTACT: CARL VANDERHOEK, R.A.

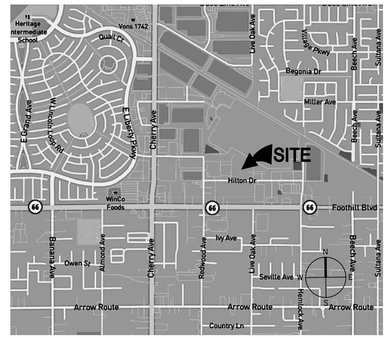
CIVIL:
LAND DEVELOPMENT DESIGN CO., LLC
2819 E. PHILADELPHIA ST, SUITE F
ONTARIO, CA 91761
CONTACT: KEVIN RICHER
PHONE: (909) 930-1466

GEOTECHNICAL ENGINEER:
NORCAL ENGINEERING
10641 HUMBOLT STREET
LOS ALAMITOS, CA 90720
CONTACT: KEITH TUCKER
PHONE: (562) 799-9469

LANDSCAPE:
SCOTT PETERSON LANDSCAPE ARCHITECT, INC.
2883 VIA RANCHEROS WAY
FALLBROOK, CA 92028
PHONE: (760) 842-8493
CONTACT: SCOTT PETTERSON

CONTACTS

SCALE: NONE | 12



VICINITY MAP

SCALE: NONE | 8

	SHEET	SHEET TITLE	REV
		ARCHITECTURAL	
	T-1	COVER SHEET	3/17/25
	A-1.0	SITE PLAN	3/17/25
	A-1.1	SITE DETAILS	3/17/25
	A-1.2	SITE DETAILS	3/17/25
	A-2.1	FLOOR PLAN BUILDING-1	3/17/25
	A-2.2	FLOOR PLAN BUILDING-2	3/17/25
	A-2.3	ENLARGED FLOOR PLANS	3/17/25
	A-4.1	ROOF PLAN BUILDING-1	3/17/25
	A-4.2	ROOF PLAN BUILDING-2	3/17/25
	A-5.1	EXTERIOR ELEVATIONS BUILDING-1	3/17/25
	A-5.2	EXTERIOR ELEVATIONS BUILDING-2	3/17/25
	A-7.0	SECTIONS	3/17/25
	SP-1	CITY GENERAL NOTES	3/17/25

SHEET INDEX

SCALE: NONE | 4

C. VANDERHOEK ARCHITECTS
4109 E. Fernwood Ave
Orange, CA 92869
Tel: 714-308-7662

HILTON INDUSTRIAL FACILITY
.
HILTON DRIVE
FONTANA, CA
MASTER CASE NO. 18-053 TPM NO. 18-005 DESIGN REVIEW NO. 18-010

COVER SHEET

REVISION:

DATE MARCH 17, 2025

JOB NO: 21088
SHEET:

T-1.0
. OF .. SHEETS

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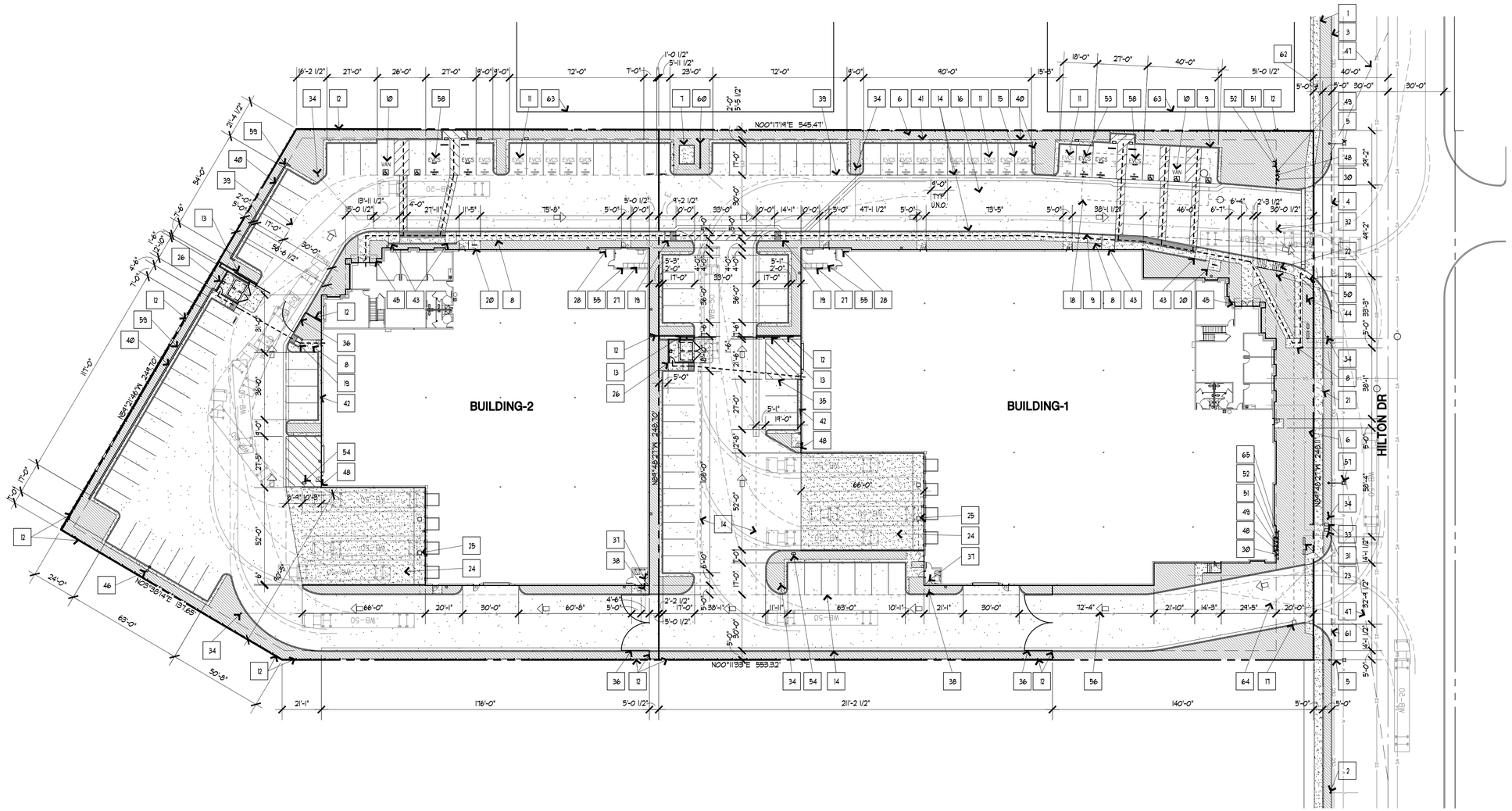
SITE PLAN NOTES

1. EXISTING CONCRETE SIDEWALK
2. EXISTING FIRE HYDRANT
3. EXISTING CONCRETE CURB AND GUTTER
4. REMOVE EXISTING CONCRETE CURB AND REPLACE WITH NEW CONCRETE DRIVE APPROACH PER CITY STANDARDS, SEE CIVIL
5. EXISTING STREET LIGHT
6. NEW LANDSCAPING SHOWN HATCHED, SEE LANDSCAPE
7. NEW TRANSFORMER
8. NEW CONCRETE WALK, SEE 8/A-1.1
9. NEW CONCRETE CURB, SEE CIVIL
10. NEW ACCESSIBLE PARKING, SEE 2/A-1.1
11. EVCS CAPABLE (FUTURE) PARKING STALL, TYPICAL
12. NEW TUBE STEEL FENCE 6' HIGH, BLACK, SEE 8/A-1.2
13. NEW TUBE STEEL ROLLING GATE, 6' HIGH, BLACK, WITH FIRE DEPT. KNOX LOCK, SEE 1/A-1.2
14. PROPOSED 30' WIDE PUBLIC UTILITY, ACCESS AND DRAINAGE EASEMENT
15. NEW 4" WIDE WHITE PAINTED STRIPING FOR STANDARD 9'-0" WIDE X 19' DEEP PARKING STALLS, TYPICAL U.N.O.
16. NEW CONCRETE PAVING, SEE CIVIL
17. NEW GRATED INLET, SEE CIVIL
18. NEW SUBTERRANEAN INFILTRATION STRUCTURE, SEE CIVIL
19. NEW CONCRETE CURB RAMP, SEE 16/A-1.1
20. NEW SHORT TERM BICYCLE PARKING 4 BIKE CAPCITY, SEE 3/A-1.1
21. NEW CONCRETE SIDEWALK, SEE CIVIL
22. NEW CONCRETE STAIR
23. NEW DETECTOR CHECK ASSEMBLY
24. NEW TRUCK WELL CONCRETE PAVING, SEE CIVIL
25. NEW SUMP PUMP PIT
26. NEW TILT UP CONCRETE TRASH ENCLOSURE, 50% OF AREA TO BE USED FOR RECYCLING. NO HAZARDOUS WASTE TO BE STORED IN ANY TRASH BIN, SEE 15/A-1.2
27. NEW ELECTRICAL GEAR
28. NEW LONG TERM BICYCLE PARKING 8 BIKE CAPACITY WITH ELECTRIC PLUGS FOR CHARGING ELECTRIC BIKES, SEE 15/A-1.1
29. NEW ACCESSIBLE PATH OF TRAVEL
30. NEW ACCESSIBLE SITE ENTRANCE SIGN
31. NEW WATER METER
32. BUILDING SETBACK
33. NEW IRRIGATION METER
34. NEW FIRE HYDRANT PROVIDE BLUE REFLECTIVE PAVEMENT MARKER PER SBCFD STND. 508.5.2
35. NEW 4" WIDE WHITE DIAGONAL STRIPING AT 36" O.C.
36. NEW TUBE STEEL SWING GATE, 6' HIGH, BLACK WITH FIRE DEPT. KNOX LOCK, SEE 9/A-1.2
37. NEW FIRE RISER FOR NFPA-13 FIRE SPRINKLER SYSTEM WITH WATER FLOW MONITORING FIRE ALARM SYSTEM
38. NEW P.I.V.
39. NEW FIRE ACCESS LANE, 30' WIDE WITH MIN. 19' INSIDE TURNING RADIUS
40. NEW 6" CONCRETE CURB AND 1'-6" WIDE CONCRETE STRIP STAMPED WITH 6' GRID PATTERN TOTAL 2' WIDE DECORATIVE WALKING SURFACE AT PLANTERS ADJACENT TO PARKING STALLS, TYPICAL
41. 2' PARKING STALL OVERHANG
42. NEW CONCRETE CURB 6" HIGH X 24" WIDE WITH 6" STAMPED CONC. GRID PATTERN
43. NEW CONCRETE CURB RAMP, SEE 13/A-1.1
44. NEW MONUMENT SIGN WITH MIN. 6" HIGH ADDRESS NUMBERS PER CFC 505 AND SBCFD STND. 505.1
45. NEW FIRE DEPT. KEY BOX WITH TAMPER SWITCH MONITORED BY FIRE DEPT. APPROVED CENTRAL MONITORING DEVICE PER SBCFD STND. 506
46. NEW POLE MOUNTED LIGHT FIXTURE 25' HIGH
47. CLEAR LINE OF SIGHT WITH NO OBJECTS MORE THAN 30" HIGH
48. NEW SIGN: ANTI-IDLING
49. NEW SIGN: OFF SITE PARKING PROHIBITED
50. NEW SIGN: TRUCKING ROUTING PLAN DIRECTION
51. NEW SIGN: CONTACT INFORMATION FOR COMPLAINT REPRESENTATIVE
52. NEW SIGN: EVCS TOW AWAY SIGN
53. NEW ELECTRIC VEHICLE CHARGING STATION, TYPICAL
54. FUTURE ELECTRIC TRUCK CHARGING STATION
55. ELECTRICAL GEAR SPACE FOR 25% SIZE INCREASE
56. WHITE PAINTED TRUCK DIRECTIONAL ARROWS ON PAVEMENT, TYPICAL
57. NEW STREET LIGHT
58. NEW ACCESSIBLE ELECTRIC VEHICLE CHARGING STATION, SEE 17/A-1.1
59. NEW RETAINING WALL, SEE CIVIL
60. NEW TILT UP CONCRETE SCREEN WALL 4'-0" HIGH PAINT COLOR-A
61. NEW TRUCK ACCESS DRIVEWAY PER CITY STANDARDS, SEE CIVIL
62. 5' STREET DEDICATION
63. EXISTING BUILDING
64. INGRESS ONLY DRIVE AISLE
65. NEW SIGN: TRUCK ENTRANCE ONLY

BUILDING AREAS AND PARKING CALCULATION

Name	Occ.	Ground Floor Area	Level-2 Floor Area	Total Area	Parking Ratio	Parking Required	Parking Provided
Building-1 Office	B	2,248	2,420	4,668	250	18.67	
Building-1 Warehouse	S-1	36,550	0	36,550	1,000	36.55	56
Building-2 Office	B	2,248	2,420	4,668	250	18.67	
Building-2 Warehouse	S-1	26,099	0	26,099	1,000	26.10	48
Total		67,145	4,840	71,985		99.99	104



C.VANDERHOEK ARCHITECTS
4109 E. Fernwood Ave
Orange, CA 92869
Tel: 714-308-7662

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HILTON INDUSTRIAL FACILITY

HILTON DRIVE
FONTANA, CA

MASTER CASE NO. 18-053 TPM NO. 18-005 DESIGN REVIEW NO. 18-010

PRELIMINARY SITE PLAN

REVISION:

DATE MARCH 17, 2025

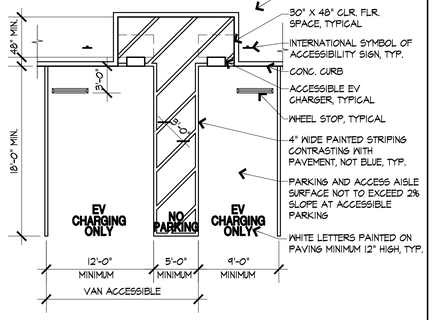
JOB NO: 21088
SHEET:

A-1.0
OF .. SHEETS

PRELIMINARY SITE PLAN

SCALE: 1"=30'-0"

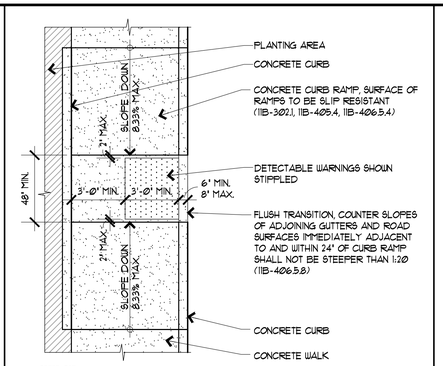
4



02500-10CX

EVCS ACCESS. PARKING

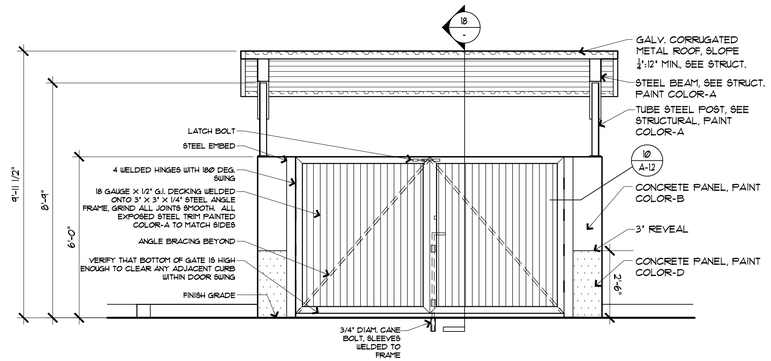
SCALE: 1/8"=1'-0" | 17



02772-01B

ACCESS. CURB RAMP

SCALE: NONE | 13



TRASH ENLCOSURE ELEVATION

SCALE: 3/8"=1'-0" | 5

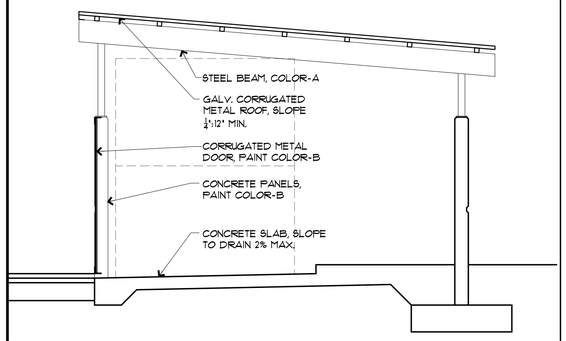
1. ACCESSIBLE PARKING SPACES SHALL BE DESIGNATED AS RESERVED BY A SIGN SHOWING THE SYMBOL OF ACCESSIBILITY. SIGN SHALL BE 70 SQUARE INCHES MINIMUM. VAN ACCESSIBLE SPACES SHALL HAVE AN ADDITIONAL SIGN, "VAN ACCESSIBLE" MOUNTED BELOW THE SYMBOL OF ACCESSIBILITY.
2. PROVIDE MINIMUM VERTICAL CLEARANCE OF 114 INCHES (9'-6") AT ACCESSIBLE PASSENGER LOADING ZONES AND ALONG AT LEAST ONE VEHICLE ACCESS ROUTE TO SUCH AREAS FROM SITE ENTRANCE(S) AND EXIT(S). AT VAN ACCESSIBLE PARKING SPACES, PROVIDE MINIMUM VERTICAL CLEARANCE OF 98 INCHES (8'-2") AT THE PARKING SPACE AND ALONG AT LEAST ONE VEHICLE ACCESS ROUTE TO SUCH SPACES FROM SITE ENTRANCE(S) AND EXIT(S).
3. A SIGN SHALL BE POSTED IN A CONSPICUOUS PLACE AT EACH ENTRANCE TO OFF STREET PARKING FACILITIES OR IMMEDIATELY ADJACENT TO AND VISIBLE FROM EACH STALL OR SPACE. THE SIGN SHALL NOT BE LESS THAN 17 INCHES WIDE BY 22 INCHES HIGH, WHICH CLEARLY AND CONSPICUOUSLY STATES THE FOLLOWING:

"UNAUTHORIZED VEHICLES PARKED IN DESIGNATED ACCESSIBLE SPACES NOT DISPLAYING DISTINGUISHING PLACARDS OR SPECIAL LICENSE PLATES ISSUED PERSONS WITH DISABILITIES WILL BE TOWED AWAY AT OWNER'S EXPENSE. TOWED VEHICLES MAY BE RECLAIMED AT....., OR BY TELEPHONING....." NOTE: BLANK SPACES TO BE FILLED IN WITH THE APPROPRIATE INFORMATION AND TO BE A PERMANENT PART OF THE SIGN.

02100-01

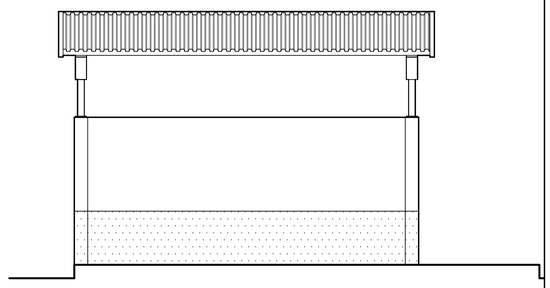
ACCESS. PKG. GEN. NOTES

SCALE: NONE | 1



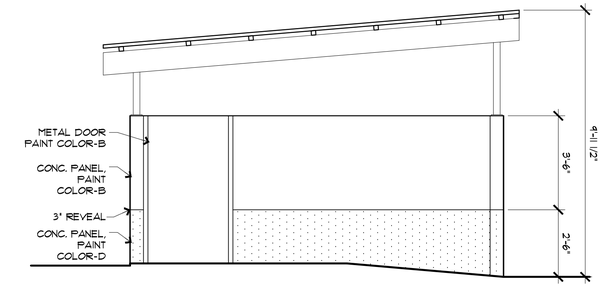
TRASH ENCL. ELEV.

SCALE: 3/8"=1'-0" | 18



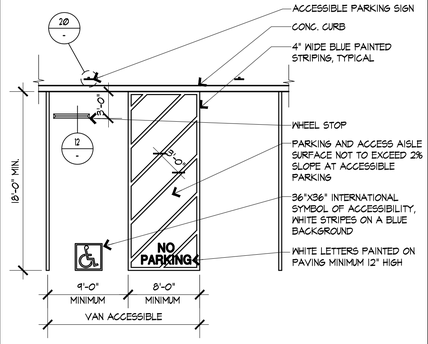
TRASH ENCLOSURE ELEV.

SCALE: 3/8"=1'-0" | 14



TRASH ENCLOSURE ELEVATION

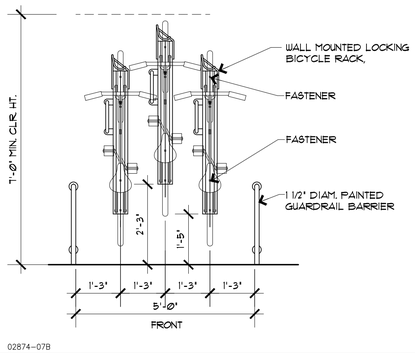
SCALE: 3/8"=1'-0" | 6

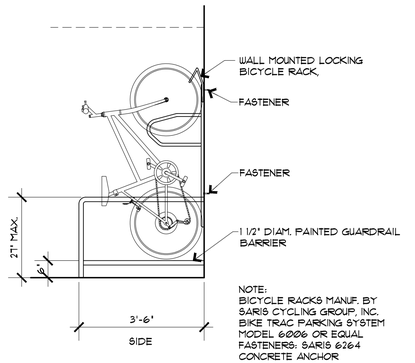


02500-04Bx

ACCESS. PARKING

SCALE: 1/8"=1'-0" | 2





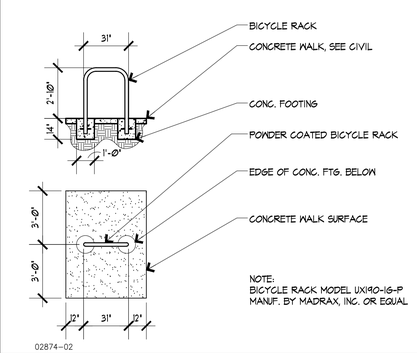
NOTE:
BICYCLE RACKS MANUF. BY SARIS CYCLING GROUP, INC. BIKE TRAC PARKING SYSTEM MODEL 6006 OR EQUAL FASTENERS: SARIS 6264 CONCRETE ANCHOR

02874-07B

BICYCLE RACK

SCALE: 1/2"=1'-0" | 15

7

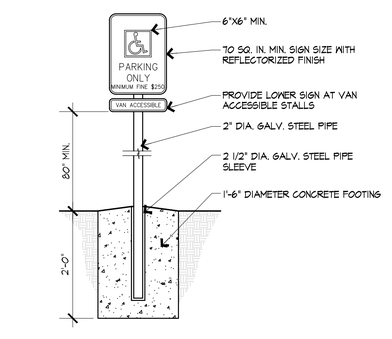


NOTE:
BICYCLE RACK MODEL UX190-16-P MANUF. BY MADRAX, INC. OR EQUAL

02874-02

BICYCLE RACK

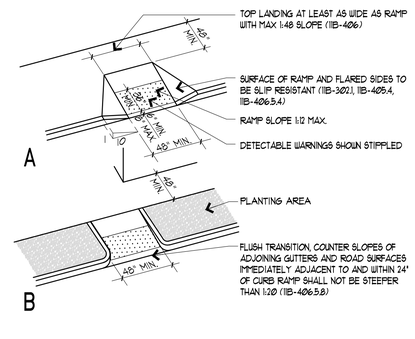
SCALE: 1/4"=1'-0" | 3



02510-01

ACCESS. PKG. SIGN

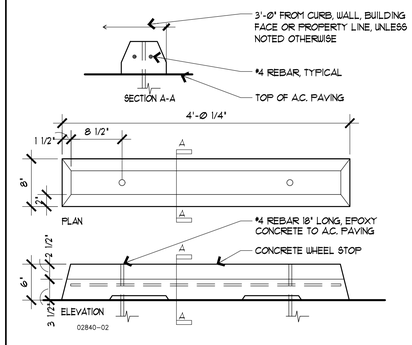
SCALE: 3/4"=1'-0" | 20



02772-01

ACCESS. CURB RAMP

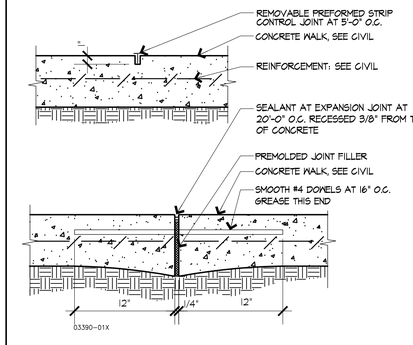
SCALE: NONE | 16



02840-02

WHEEL STOP

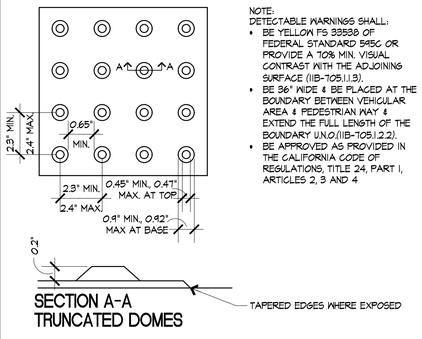
SCALE: 1"=1'-0" | 12



03390-01X

CONC. CONTROL + EXP. JOINT

SCALE: 1 1/2"=1'-0" | 8



NOTE:
DETECTABLE WARNINGS SHALL:
- BE YELLOW FS 33538 OF FEDERAL STANDARD 595C OR PROVIDE A 70% MIN. VISUAL CONTRAST WITH THE ADJOINING SURFACE (11B-705.1.1.3).
- BE 36" WIDE & BE PLACED AT THE BOUNDARY BETWEEN VEHICULAR AREA & PEDESTRIAN WAY & EXTEND THE FULL LENGTH OF THE BOUNDARY U.N.O.(11B-705.1.2.2).
- BE APPROVED AS PROVIDED IN THE CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 1, ARTICLES 2, 3 AND 4

02772-05A

DETECTABLE WARNING

SCALE: NONE | 4

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4109 E. Fernwood Ave
Orange, CA 92869
Tel: 714-308-7662

HILTON INDUSTRIAL FACILITY

HILTON DRIVE
FONTANA, CA

MASTER CASE NO. 18-053 TPM NO. 18-005 DESIGN REVIEW NO. 18-010

SITE DETAILS

REVISION:

DATE MARCH 17, 2025

JOB NO: 21088
SHEET:

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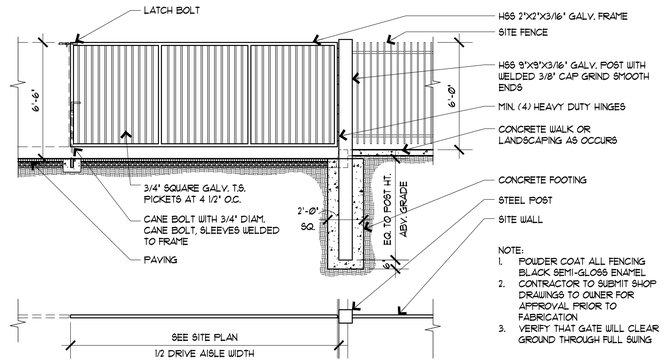
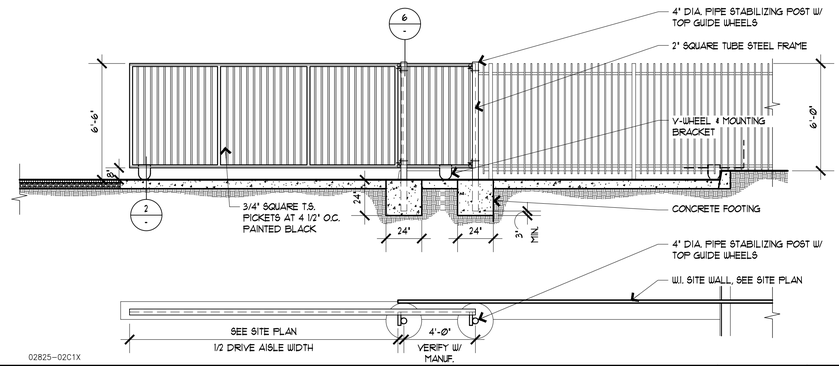


NOTE:
1. POWDER COAT ALL FENCING BLACK SEMI-GLOSS ENAMEL
2. CONTRACTOR TO SUBMIT SHOP DRAWINGS TO OWNER FOR APPROVAL PRIOR TO FABRICATION
3. VERIFY THAT GATE WILL CLEAR GROUND THROUGH FULL SWING

02825-02D1

SWING GATE

SCALE: 1/4"=1'-0" | 9

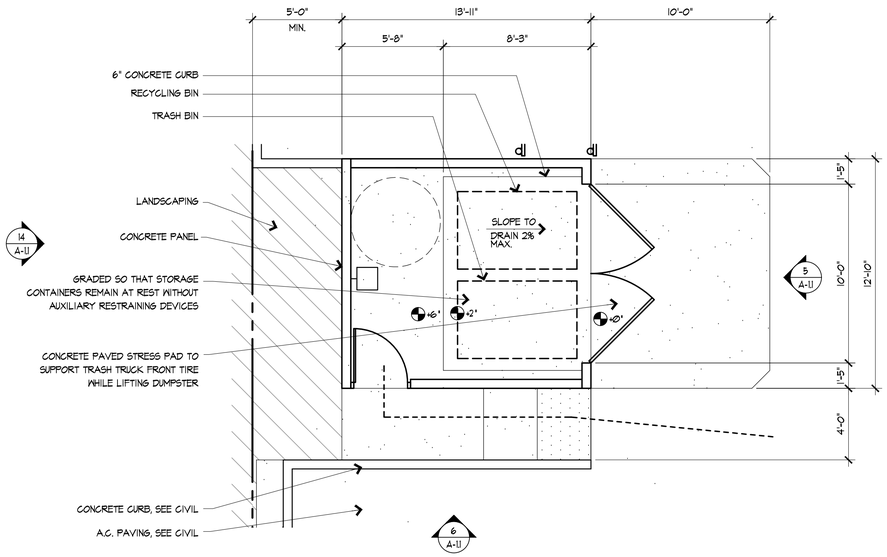


02825-02C1X

ROLLING GATE

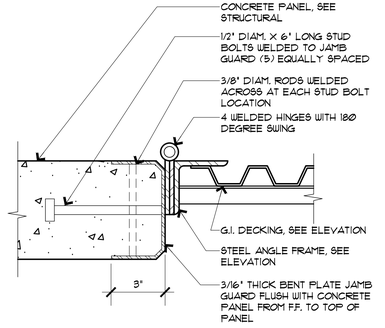
SCALE: 1/4"=1'-0" | 1

NOTE:
TRASH BINS AND RECYCLING BINS SHALL BE CONSTRUCTED OF NONCOMBUSTIBLE MATERIALS



TRASH ENCLOSURE

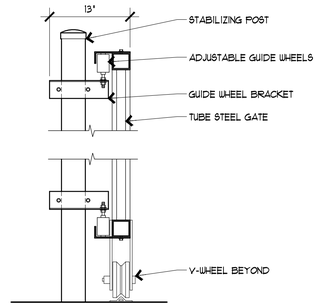
SCALE: 1/4"=1'-0" | 15



02830-09A

GATE HINGE

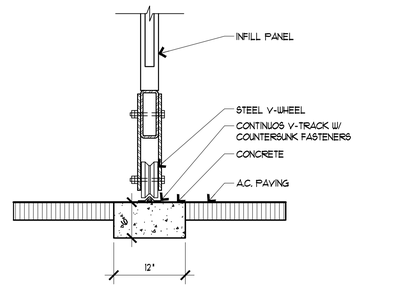
SCALE: 3"=1'-0" | 10



02825-11DX

GUIDE WHEELS

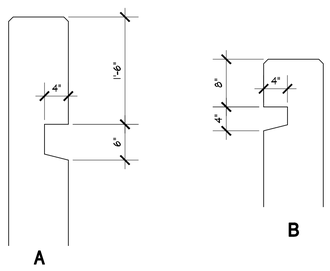
SCALE: N.T.S. | 6



02825-01

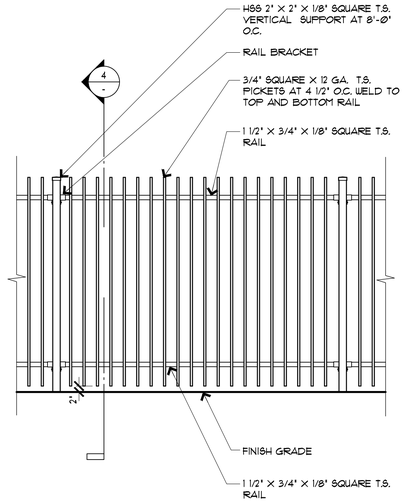
ROLLER GATE (WHEEL)

SCALE: N.T.S. | 2



CORNICE

SCALE: 1"=1'-0" | 11

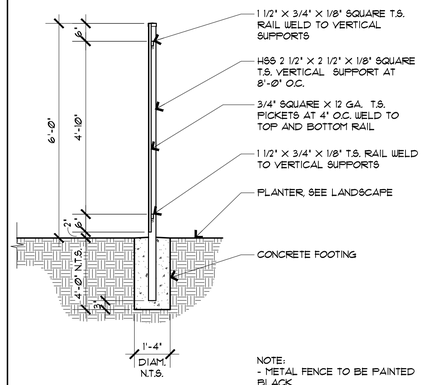


NOTE:
- METAL FENCE TO BE PAINTED BLACK

02825-13AX

TUBE STEEL FENCE

SCALE: 1/2"=1'-0" | 8



NOTE:
- METAL FENCE TO BE PAINTED BLACK

02825-13BX

TUBE STEEL FENCE

SCALE: 1/2"=1'-0" | 4

.	20	16	12

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4109 E. Fernwood Ave
Orange, CA 92869
Tel: 714-308-7662

HILTON INDUSTRIAL FACILITY

HILTON DRIVE
FONTANA, CA

MASTER CASE NO. 18-053 TPM NO. 18-005 DESIGN REVIEW NO. 18-010

SITE DETAILS

REVISION:

DATE MARCH 17, 2025

JOB NO: 21088
SHEET:

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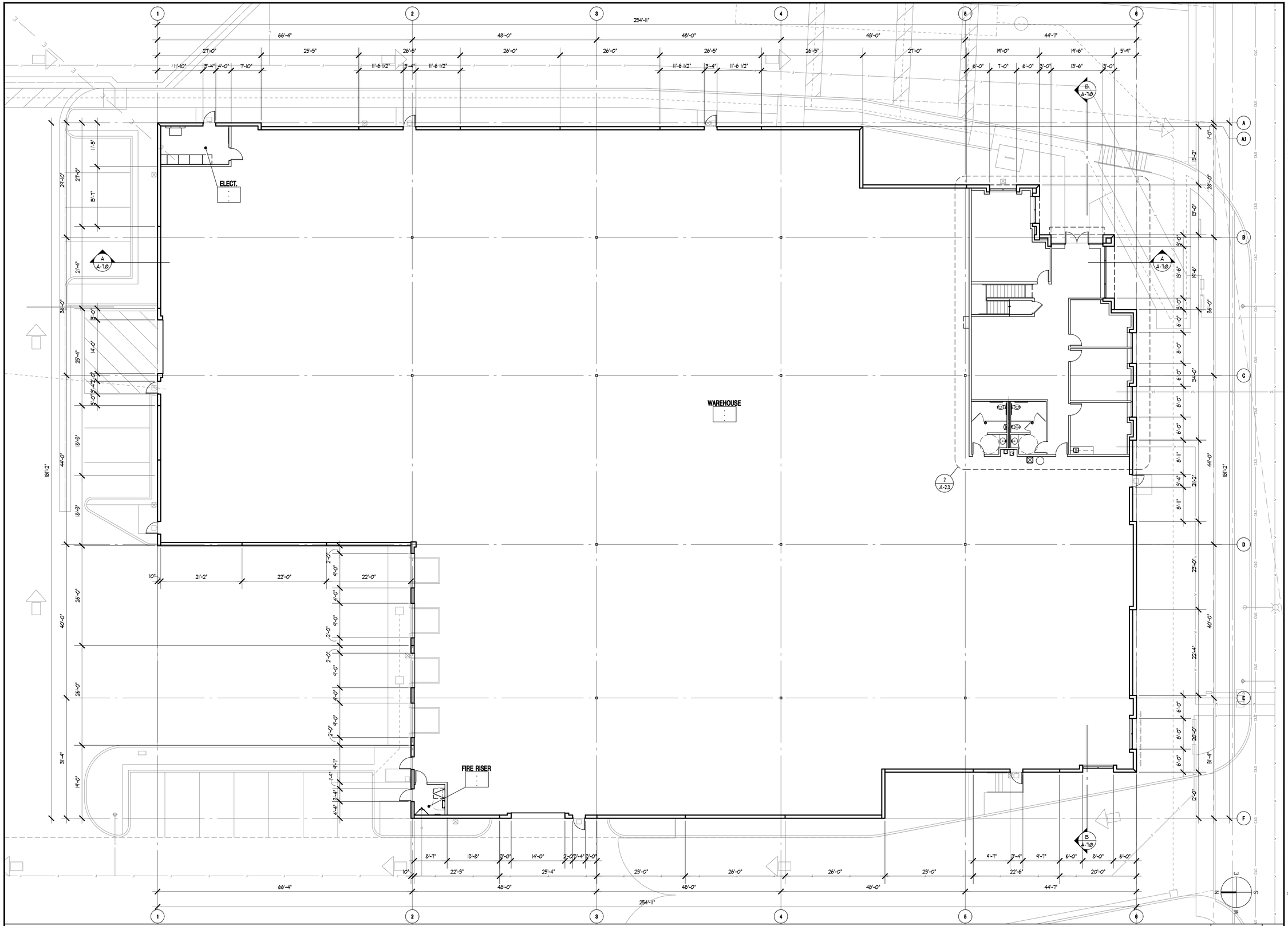

PRELIMINARY FLOOR PLAN BUILDING-1 LEVEL-1

SCALE: 3/32"=1'-0"

4

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ARCHITECTS
4109 E. Fernwood Ave
Orange, CA 92869
Tel: 714-308-7662

HILTON INDUSTRIAL FACILITY

HILTON DRIVE
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PRELIMINARY FLOOR PLAN BUILDING-1

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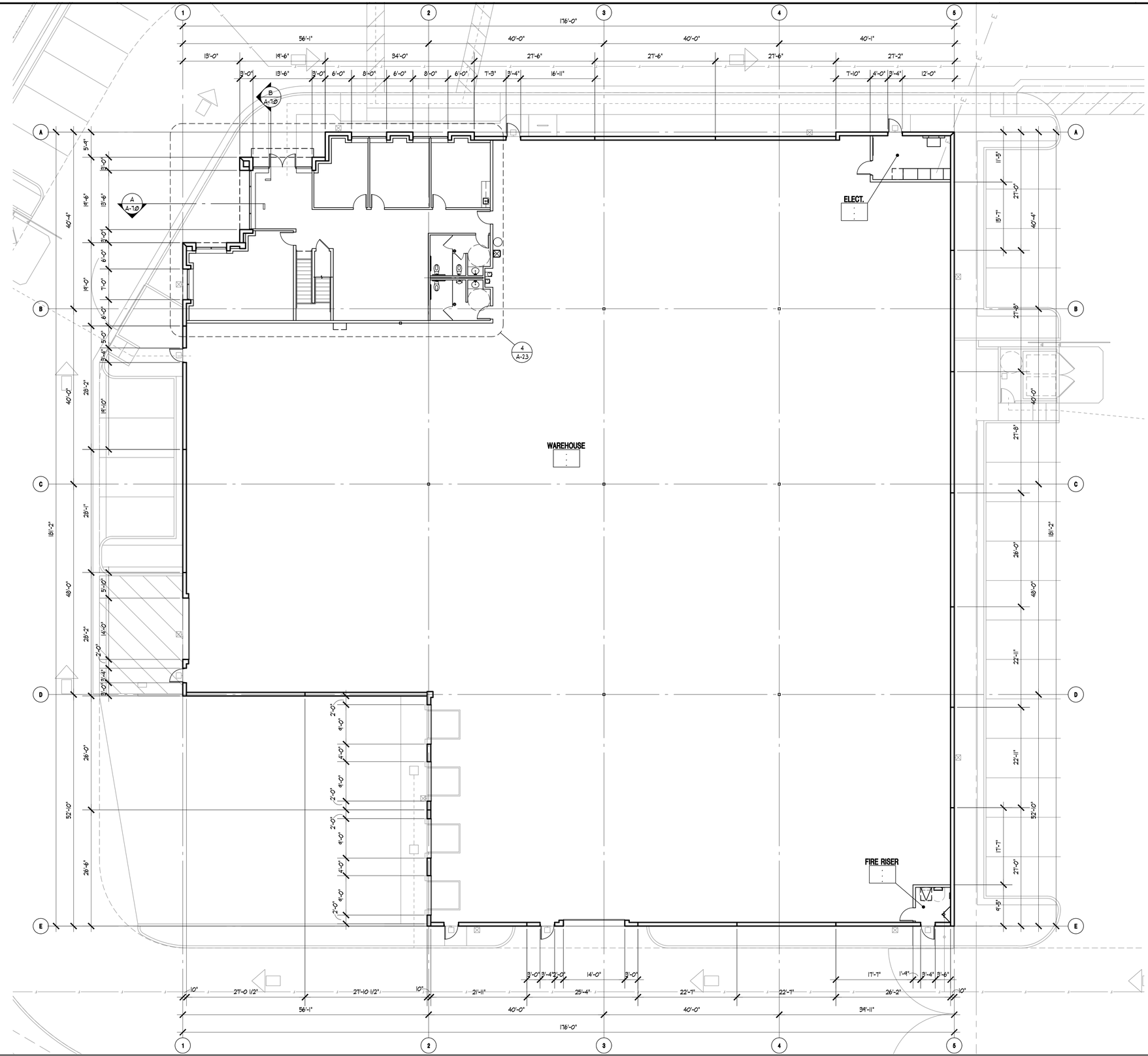

PRELIMINARY FLOOR PLAN BUILDING-2 LEVEL-1

SCALE: 3/32"=1'-0"

4

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ARCHITECTS
4109 E. Fernwood Ave
Orange, CA 92869
Tel: 714-308-7662

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PRELIMINARY FLOOR PLAN BUILDING-2

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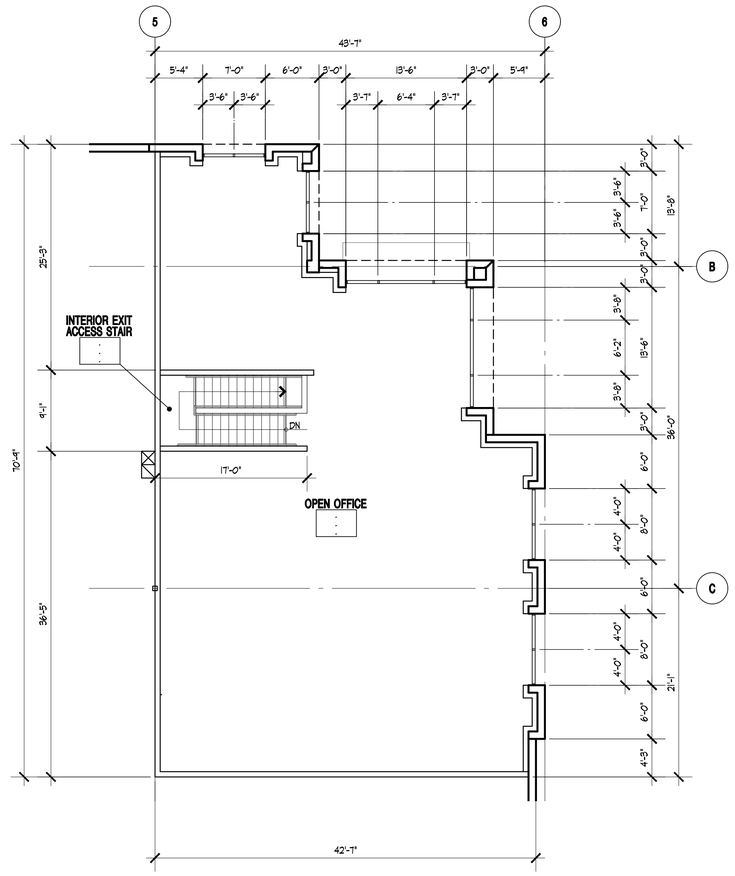
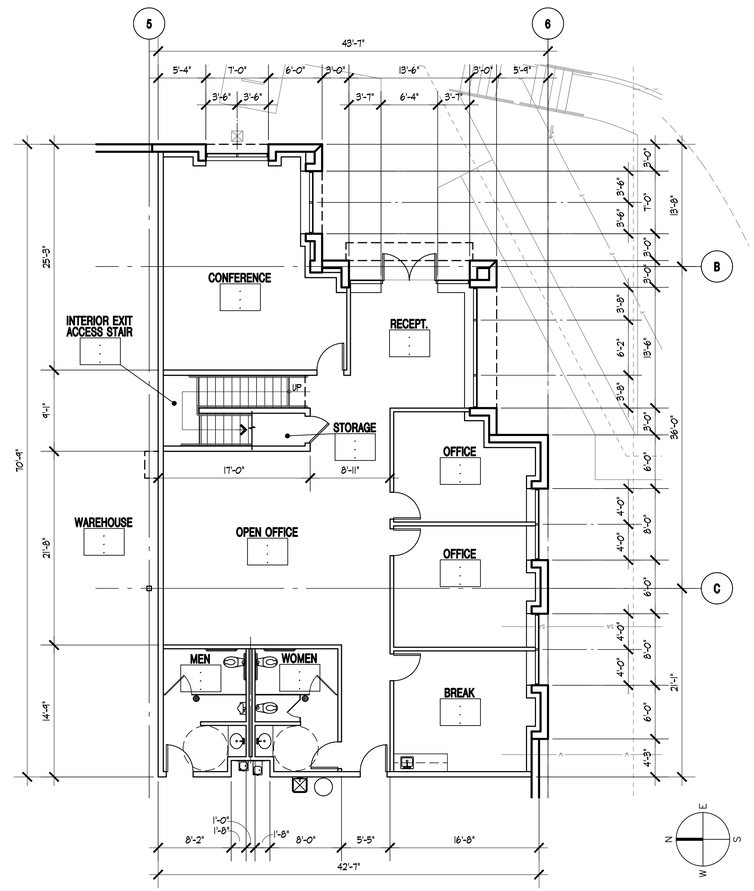
17

13





18

15

PRELIMINARY FLOOR PLAN BUILDING-1 LEVEL-2

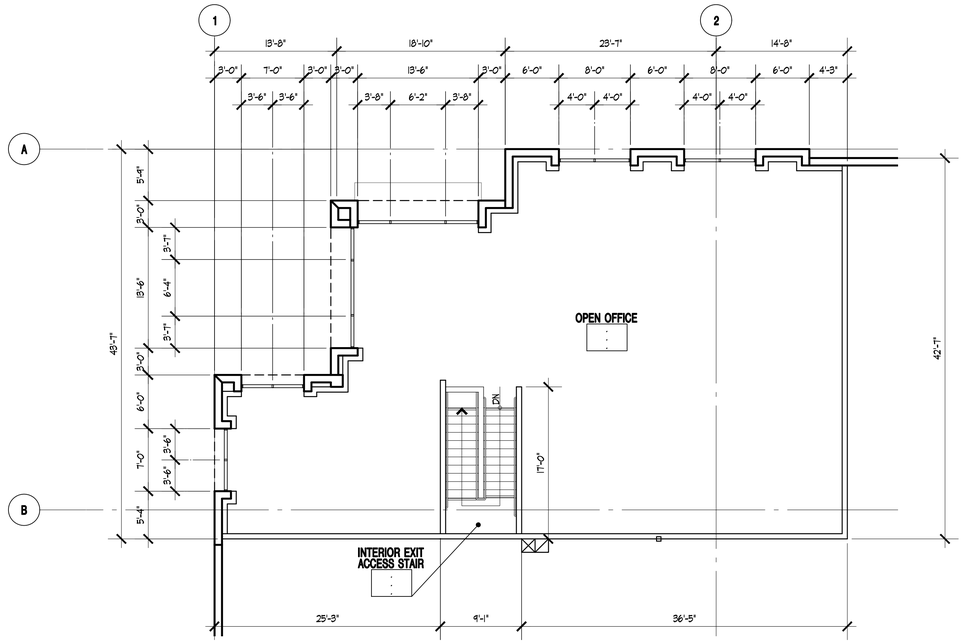
SCALE: 1/8"=1'-0"

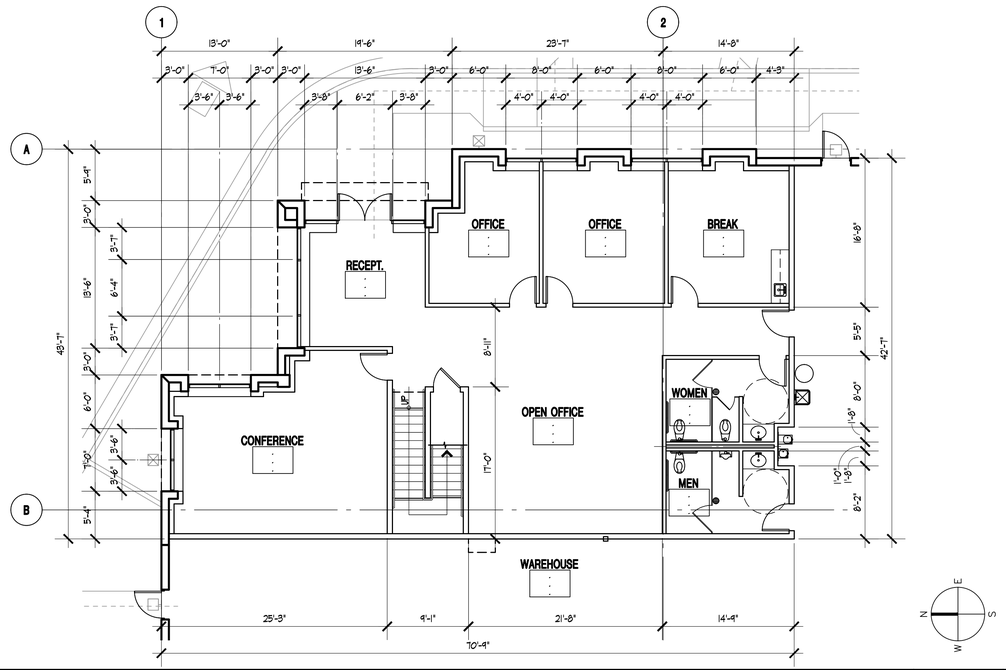
10

PRELIMINARY FLOOR PLAN BUILDING-1 LEVEL-1

SCALE: 1/8"=1'-0"

2





PRELIMINARY FLOOR PLAN BUILDING-2 LEVEL-2

SCALE: 1/8"=1'-0"

12

PRELIMINARY FLOOR PLAN BUILDING-2 LEVEL-1

SCALE: 1/8"=1'-0"

4

C.VANDERHOEK
ARCHITECTS
4109 E. Fernwood Ave
Orange, CA 92869
Tel: 714-308-7662

HILTON INDUSTRIAL FACILITY

HILTON DRIVE
FONTANA, CA

MASTER CASE NO. 18-053 TPM NO. 18-005 DESIGN REVIEW NO. 18-010

PRELIMINARY FLOOR PLANS BUILDING-1 & 2

REVISION:

DATE MARCH 17, 2025

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ROOF PLAN NOTES

1. ROOF MEMBRANE: BUILT UP ROOF CLASS-A, MIN. EMITTANCE: 0.75 AND SRI: 0.78, ICC ESR-1274
2. ROOF FRAMING BELOW
3. 4'X8' COMBINATION PLASTIC SKYLIGHT AND SMOKE HATCH, UL 2011110-R14504
4. ROOF ACCESS HATCH, PAINT INTERNATIONAL ORANGE
5. 4'X8' FIXED PLASTIC SKYLIGHT, ICC ER 3177
6. PAINTED ROOFTOP ADDRESSING PLOTTED ON A NINE-INCH GRID PATTERN WITH 45-INCH TALL NUMERALS SPACED NINE INCHES APART. THE NUMERALS SHALL BE PAINTED WITH A STANDARD NINE-INCH PAINT ROLLER USING FLUORESCENT YELLOW PAINT APPLIED OVER A CONTRASTING BACKGROUND.
7. HVAC UNIT, VISUALLY SCREENED BY ROOF PARAPET
8. EXHAUST FAN, TYPICAL
9. ROOF DRAIN AND OVERFLOW SCUPPER, RUN ROOF DRAIN INSIDE BUILDING, TYPICAL
10. METAL CANOPY
11. SOLAR ZONE CLEAR OF ALL OBSTRUCTIONS, CLEAR ZONE ONLY, NO PROPOSED SOLAR PANELS
12. WALL BELOW EXTENDING TO UNDERSIDE OF ROOF

MIN. 2% ROOF SLOPE TYP.

2'-8" 14'-2" 2'-8"

2'-0"

3'-0" 3'-0" 3'-0"

4'-0" TYP. U.N.O.

3'-10"

3'-10"

SOLAR ZONE CALCULATIONS

Total Roof Area s.f.	Skylight Area s.f.	Total Roof Area less Skylights s.f.	Solar Zone Required s.f. 15%	Solar Zone Provided
38,798	1,184	37,614	5,642	5,775

Roof Dead Load 15 psf
Roof Live Load 20 psf with code allowed reduction of 12 psf min.

SMOKE AND HEAT VENT CALCULATIONS
Sprinklered Building

Warehouse Area s.f.	Warehouse Height ft	Warehouse Volume cu. ft.	Smoke Vent Req. Area /9,000	Smoke Vents Required /32	Smoke Vents Provided	Smoke Vent Area Provided
36,550	29	1,059,950	118	3.68	4	128

SKYLIGHTS

Warehouse Area s.f.	Req. Area s.f. 3% of WH	Provided Number	Provided Area s.f.
36,550	1,097	37	1,184

PRELIMINARY ROOF PLAN BUILDING-1

SCALE: 3/32"=1'-0"

4

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4109 E. Fernwood Ave
Orange, CA 92869
Tel: 714-308-7662

HILTON INDUSTRIAL FACILITY

HILTON DRIVE
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PRELIMINARY ROOF PLAN BUILDING-1

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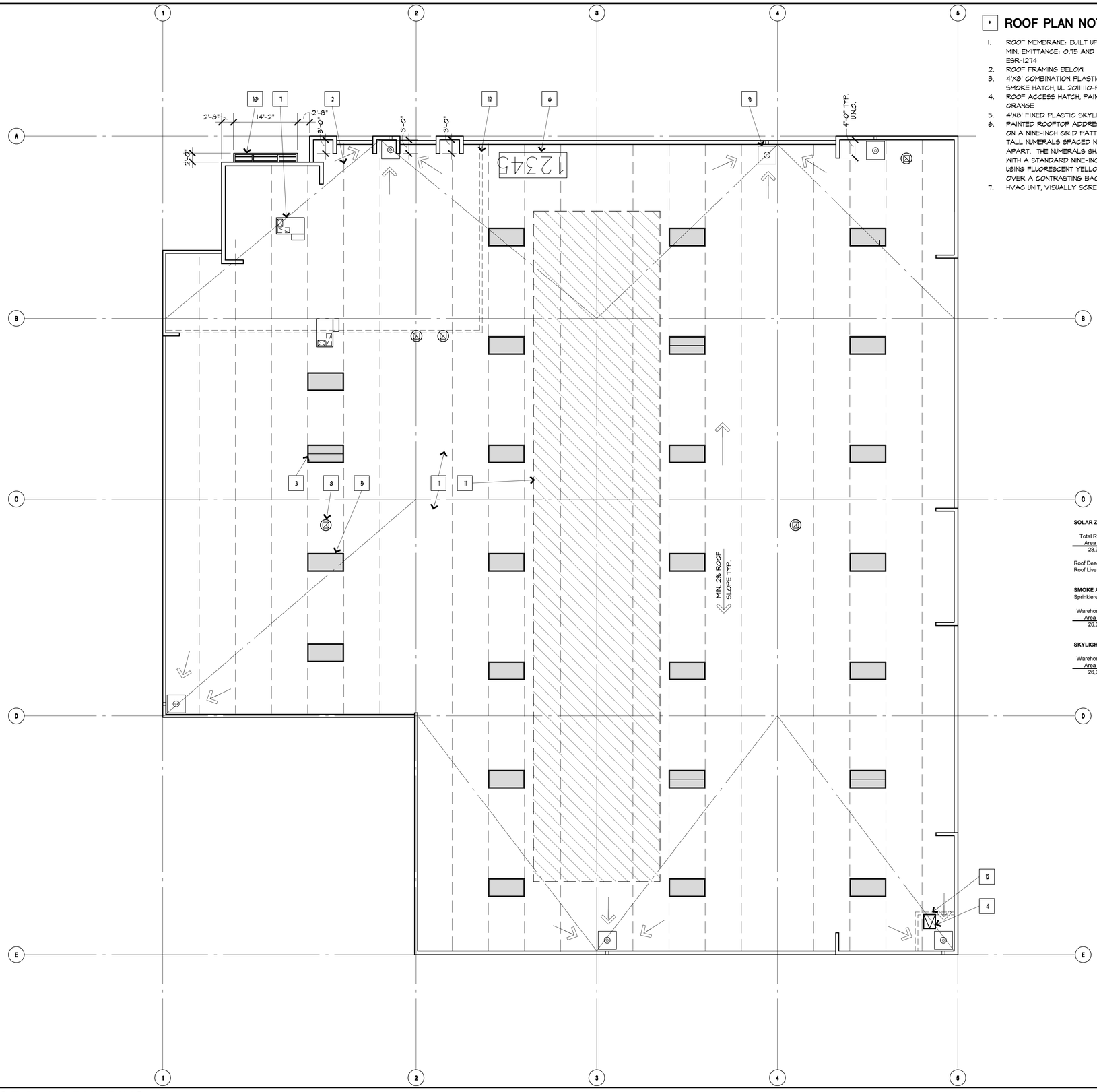

ROOF PLAN NOTES

1. ROOF MEMBRANE: BUILT UP ROOF CLASS-A, MIN. EMITTANCE: 0.75 AND SRI: 0.78, ICC ESR-1274
2. ROOF FRAMING BELOW
3. 4'X8' COMBINATION PLASTIC SKYLIGHT AND SMOKE HATCH, UL 2011110-R14504
4. ROOF ACCESS HATCH, PAINT INTERNATIONAL ORANGE
5. 4'X8' FIXED PLASTIC SKYLIGHT, ICC ER 3177
6. PAINTED ROOFTOP ADDRESSING PLOTTED ON A NINE-INCH GRID PATTERN WITH 45-INCH TALL NUMERALS SPACED NINE INCHES APART. THE NUMERALS SHALL BE PAINTED WITH A STANDARD NINE-INCH PAINT ROLLER USING FLUORESCENT YELLOW PAINT APPLIED OVER A CONTRASTING BACKGROUND.
7. HVAC UNIT, VISUALLY SCREENED BY ROOF
8. PARAPET
8. EXHAUST FAN, TYPICAL
9. ROOF DRAIN AND OVERFLOW SCUPPER, RUN ROOF DRAIN INSIDE BUILDING, TYPICAL
10. METAL CANOPY
11. SOLAR ZONE CLEAR OF ALL OBSTRUCTIONS, CLEAR ZONE ONLY, NO PROPOSED SOLAR PANELS
12. WALL BELOW EXTENDING TO UNDERSIDE OF ROOF

SOLAR ZONE CALCULATIONS

Total Roof Area s.f.	Total Skylight Area s.f.	Roof Area less Skylights s.f.	Solar Zone Required s.f. 15%	Solar Zone Provided
28,347	800	27,547	4,132	4,156

Roof Dead Load 15 psf
Roof Live Load 20 psf with code allowed reduction of 12 psf min.

SMOKE AND HEAT VENT CALCULATIONS
Sprinklered Building

Warehouse Area s.f.	Warehouse Height ft	Warehouse Volume cu. ft.	Smoke Vent Req. Area /9,000	Smoke Vents Required /32	Smoke Vents Provided	Smoke Vent Area Provided
28,099	29	756,671	84	2.63	3	96

SKYLIGHTS

Warehouse Area s.f.	Req. Area s.f. 3% of WH	Provided Number	Provided Area s.f.
28,099	783	25	800

PRELIMINARY ROOF PLAN BUILDING-2

SCALE: 3/32"=1'-0"

4

C.VANDERHOEK ARCHITECTS
4109 E. Fernwood Ave
Orange, CA 92869
Tel: 714-308-7662

HILTON INDUSTRIAL FACILITY
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HILTON DRIVE
FONTANA, CA
MASTER CASE NO. 18-053 TPM NO. 18-005 DESIGN REVIEW NO. 18-010

PRELIMINARY ROOF PLAN BUILDING-2

REVISION:

DATE MARCH 17, 2025

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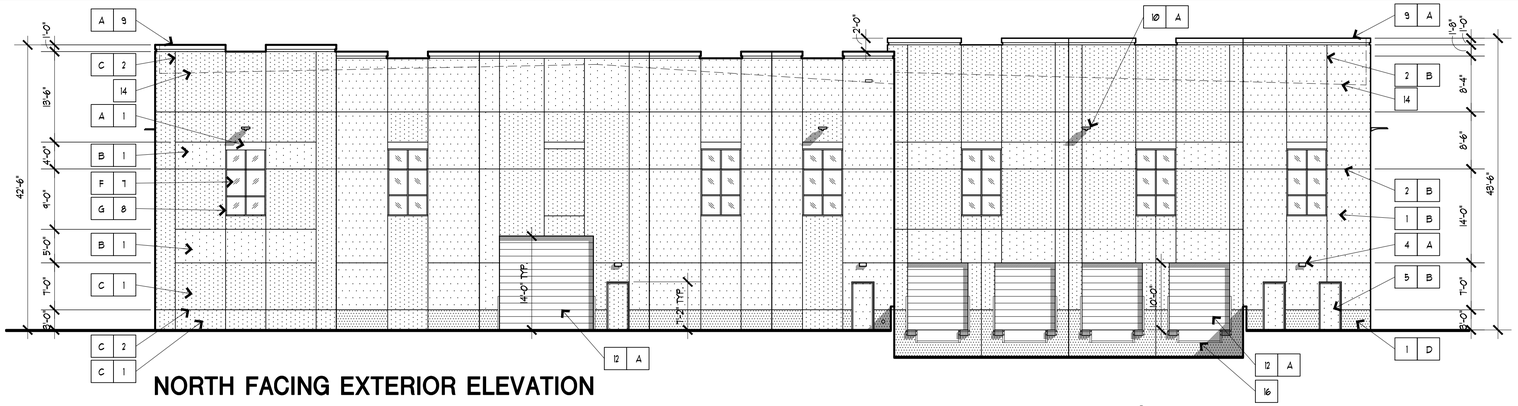
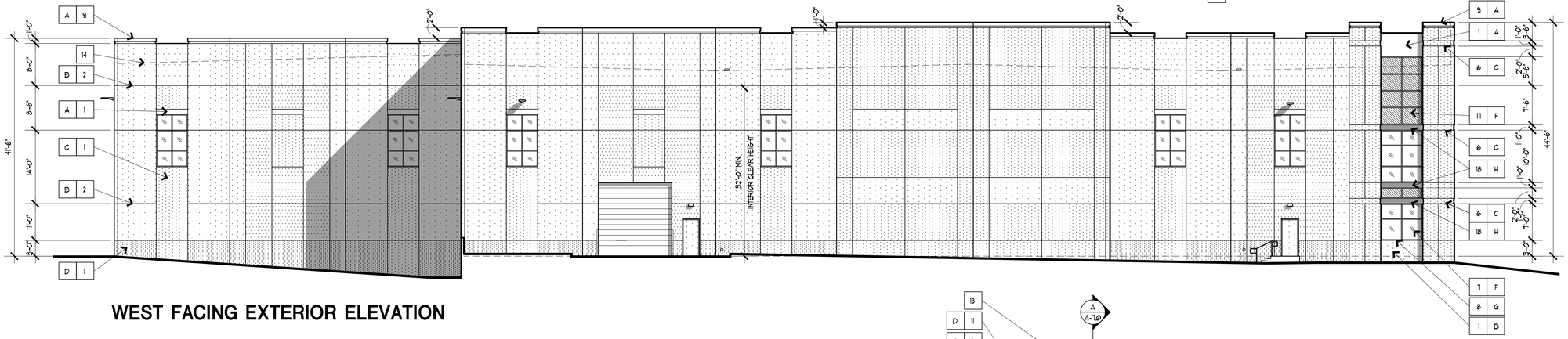
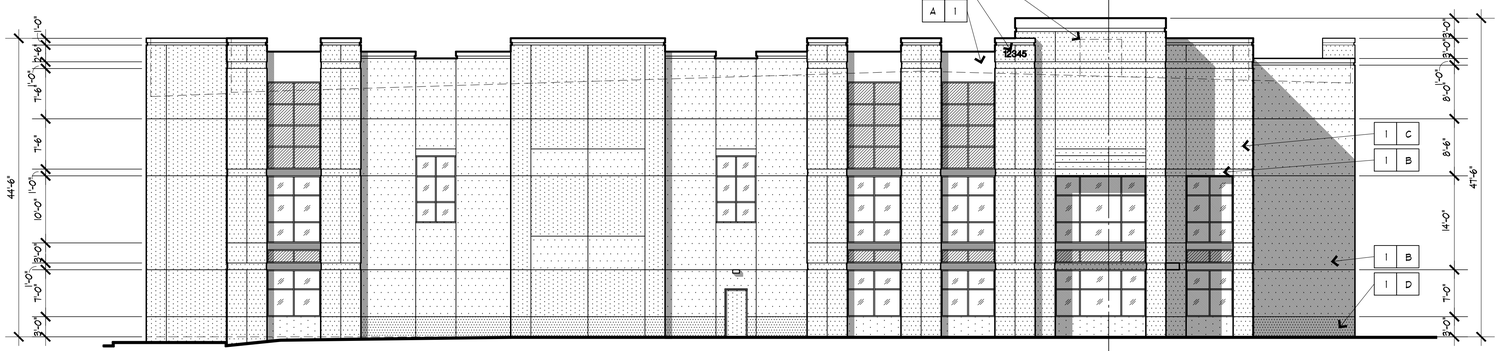


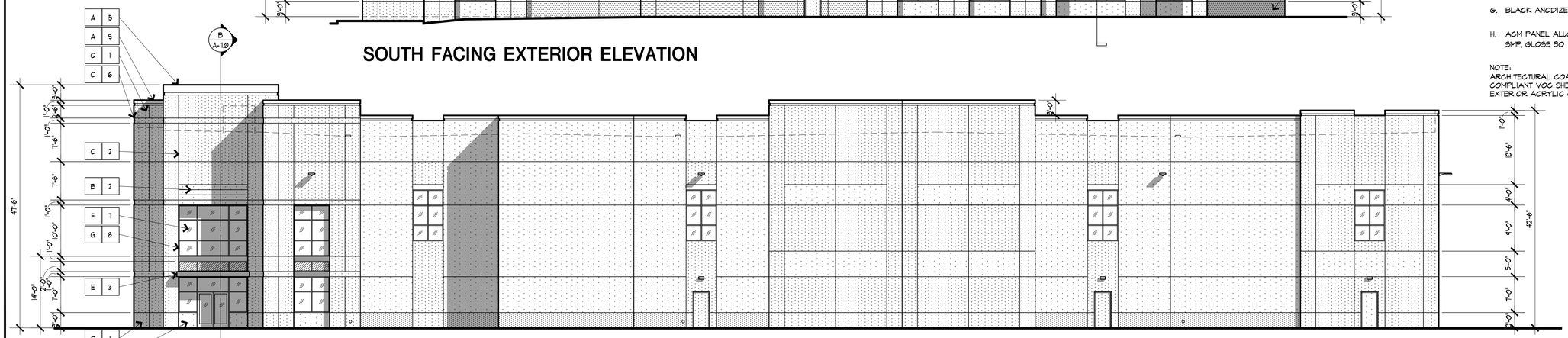
NORTH FACING EXTERIOR ELEVATION



WEST FACING EXTERIOR ELEVATION



SOUTH FACING EXTERIOR ELEVATION



EAST FACING EXTERIOR ELEVATION

SCALE: 3/32"=1'-0"

0 1' 4' 8' 16' 24'

ELEVATION NOTES

1. CONCRETE PANEL
2. 3" REVEAL
3. STEEL CANOPY
4. VANDAL RESISTANT WALL MOUNTED LIGHT FIXTURE
5. METAL DOOR
6. 12" CONCRETE REVEAL
7. VISION GLASS
8. ALUMINUM MULLION
9. CONCRETE CORNICE SEE 11B/A-1.2
10. WALL MOUNTED LIGHT FIXTURE
11. ILLUMINATED ADDRESS NUMBERS 12" HIGH WITH 1" STROKE IN COLOR CONTRASTING WITH BACKGROUND
12. ROLL UP DOOR
13. ROOF MOUNTED HVAC UNIT, SCREENED BY PARAPET
14. ROOF LINE BEHIND PARAPET
15. CONCRETE CORNICE, SEE 11A/A-1.2
16. DOCK LEVELER
17. SPANDREL GLASS
18. ACM PANEL

ELEVATION FINISHES

A. LIGHT PAINT COLOR: SHERWIN WILLIAMS NATURAL WHITE SW 9542

B. MEDIUM LIGHT PAINT COLOR: SHERWIN WILLIAMS GUILD GREY SW 9561

C. MEDIUM PAINT COLOR: SHERWIN WILLIAMS BEDROCK SW 9563

D. DARK PAINT COLOR: SHERWIN WILLIAMS BEFORE THE STORM SW 9564

E. SHERWIN WILLIAMS NIGHT WATCH SW 9680

F. GLASS: VITRO SOLARBAN 70XL (2) SOLARBLUE + CLEAR VLT: 42%, U-VALUE: 0.28, SHGC 0.23

G. BLACK ANODIZED ALUMINUM

H. ACM PANEL ALUCOBOND TRI-CORN BLACK SMP, GLOSS 30

NOTE:
ARCHITECTURAL COATINGS (PAINT) SHALL BE SUPER COMPLIANT VOC SHERWIN WILLIAMS EMERALD EXTERIOR ACRYLIC OR EQUAL

C.VANDERHOEK
ARCHITECTS
4109 E. Fernwood Ave
Orange, CA 92869
Tel: 714-308-7662

HILTON INDUSTRIAL FACILITY

HILTON DRIVE
FONTANA, CA

MASTER CASE NO. 18-053 TPM NO. 18-005 DESIGN REVIEW NO. 18-010

EXTERIOR ELEVATIONS BUILDING-1

REVISION:

DATE MARCH 17, 2025

JOB NO: 21088
SHEET:

A-5.1

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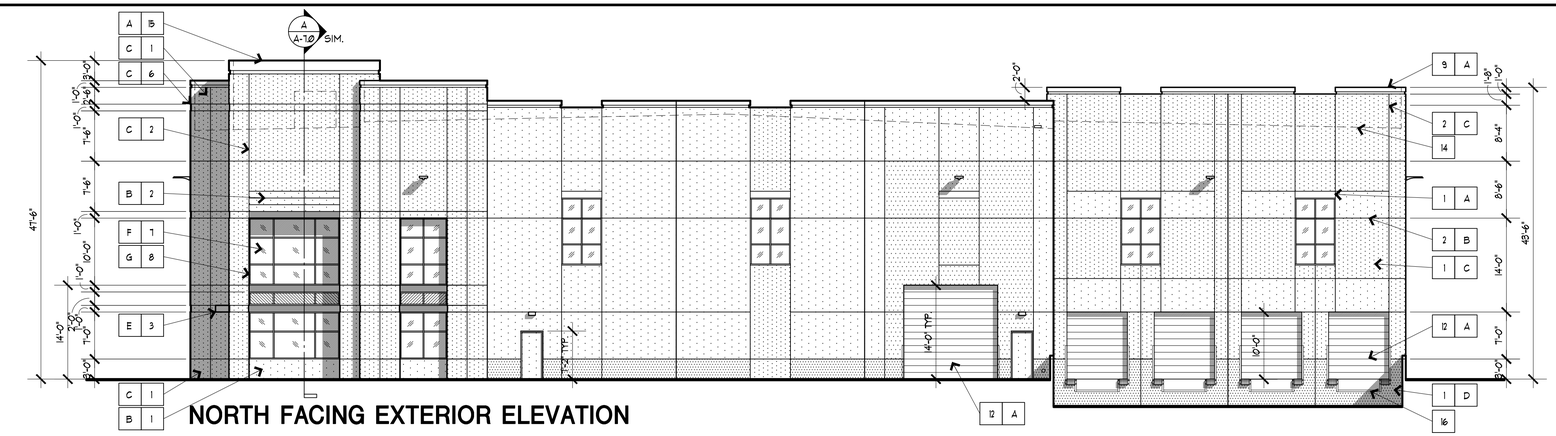
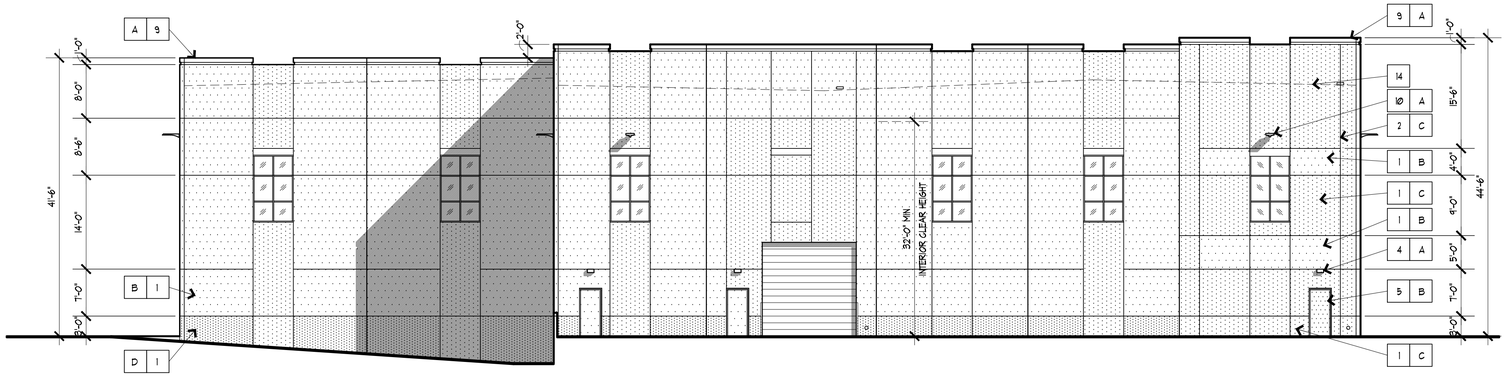
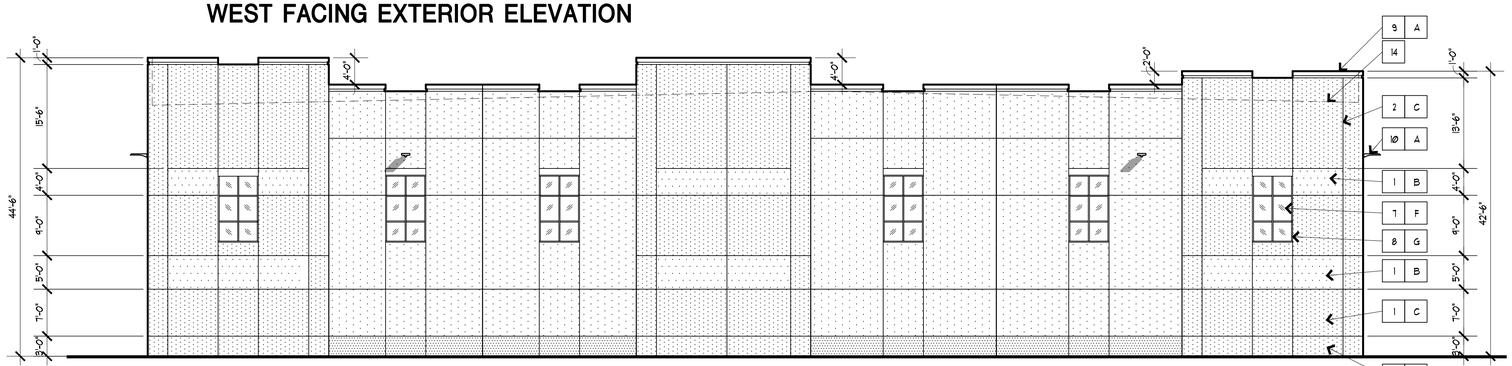


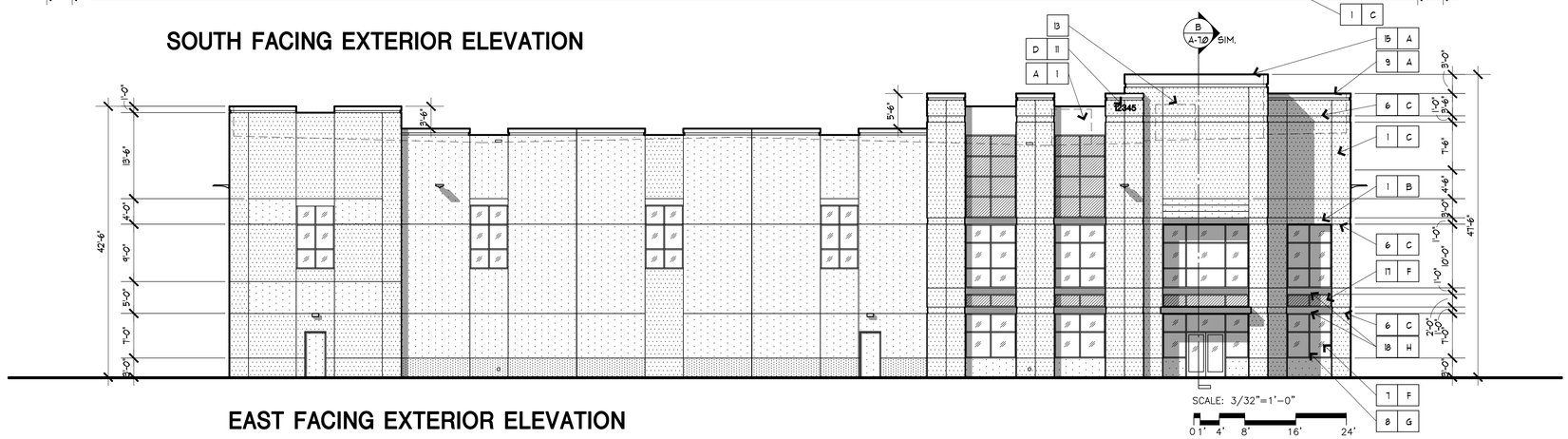
NORTH FACING EXTERIOR ELEVATION



WEST FACING EXTERIOR ELEVATION



SOUTH FACING EXTERIOR ELEVATION



EAST FACING EXTERIOR ELEVATION

ELEVATION NOTES

1. CONCRETE PANEL
2. 3" REVEAL
3. STEEL CANOPY
4. VANDAL RESISTANT WALL MOUNTED LIGHT FIXTURE
5. METAL DOOR
6. 12" CONCRETE REVEAL
7. VISION GLASS
8. ALUMINUM MULLION
9. CONCRETE CORNICE, SEE 11B/A-1.2
10. WALL MOUNTED LIGHT FIXTURE
11. ILLUMINATED ADDRESS NUMBERS 12" HIGH WITH 1" STROKE IN COLOR CONTRASTING WITH BACKGROUND
12. ROLL UP DOOR
13. ROOF MOUNTED HVAC UNIT, SCREENED BY PARAPET
14. ROOF LINE BEHIND PARAPET
15. CONCRETE CORNICE, SEE 11A/A-1.2
16. DOCK LEVELER
17. SPANDREL GLASS
18. ACM PANEL

ELEVATION FINISHES

A. LIGHT PAINT COLOR: SHERWIN WILLIAMS NATURAL WHITE SW 9542

B. MEDIUM LIGHT PAINT COLOR: SHERWIN WILLIAMS GUILD GREY SW 9561

C. MEDIUM PAINT COLOR: SHERWIN WILLIAMS BEDROCK SW 9563

D. DARK PAINT COLOR: SHERWIN WILLIAMS BEFORE THE STORM SW 9564

E. SHERWIN WILLIAMS NIGHT MATCH SW 9680

F. GLASS: VITRO SOLARBAN 70XL (2) SOLARBLUE + CLEAR VLT: 42%, U-VALUE: 0.28, SHGC 0.23

G. BLACK ANODIZED ALUMINUM

H. ACM PANEL ALUCOBOND TRI-CORN BLACK SMP, GLOSS 30

NOTE:
ARCHITECTURAL COATINGS (PAINT) SHALL BE SUPER COMPLIANT VOC SHERWIN WILLIAMS EMERALD EXTERIOR ACRYLIC OR EQUAL

C.VANDERHOEK
ARCHITECTS
4109 E. Fernwood Ave
Orange, CA 92869
Tel: 714-308-7662

HILTON INDUSTRIAL FACILITY
·
HILTON DRIVE
FONTANA, CA
MASTER CASE NO. 18-053 TPM NO. 18-005 DESIGN REVIEW NO. 18-010

EXTERIOR ELEVATIONS BUILDING-2

REVISION:

DATE MARCH 17, 2025

JOB NO: 21088
SHEET:

A-5.2
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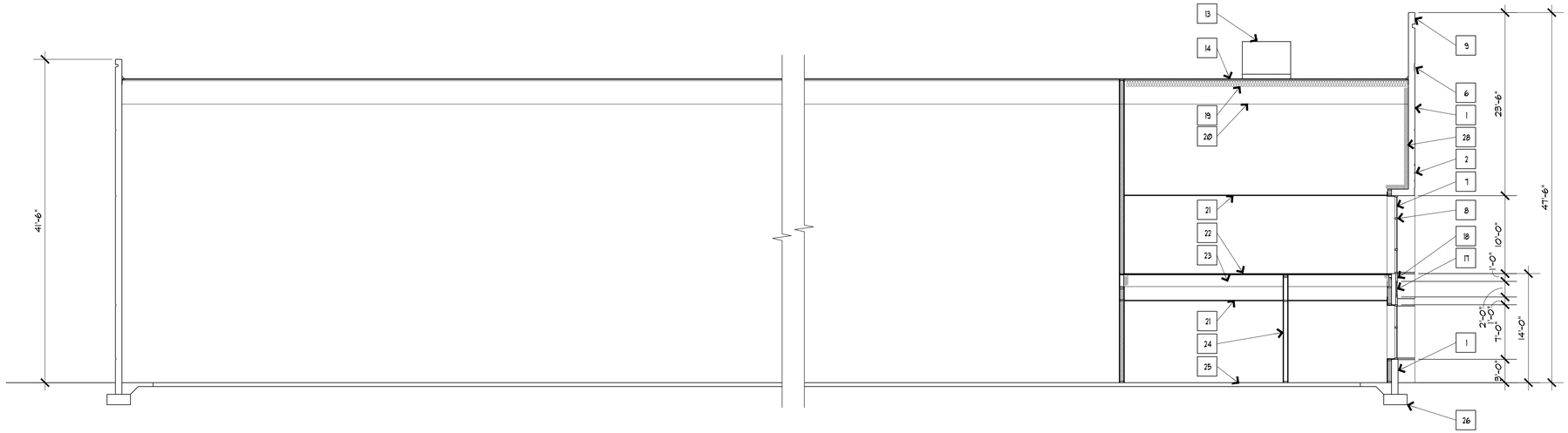
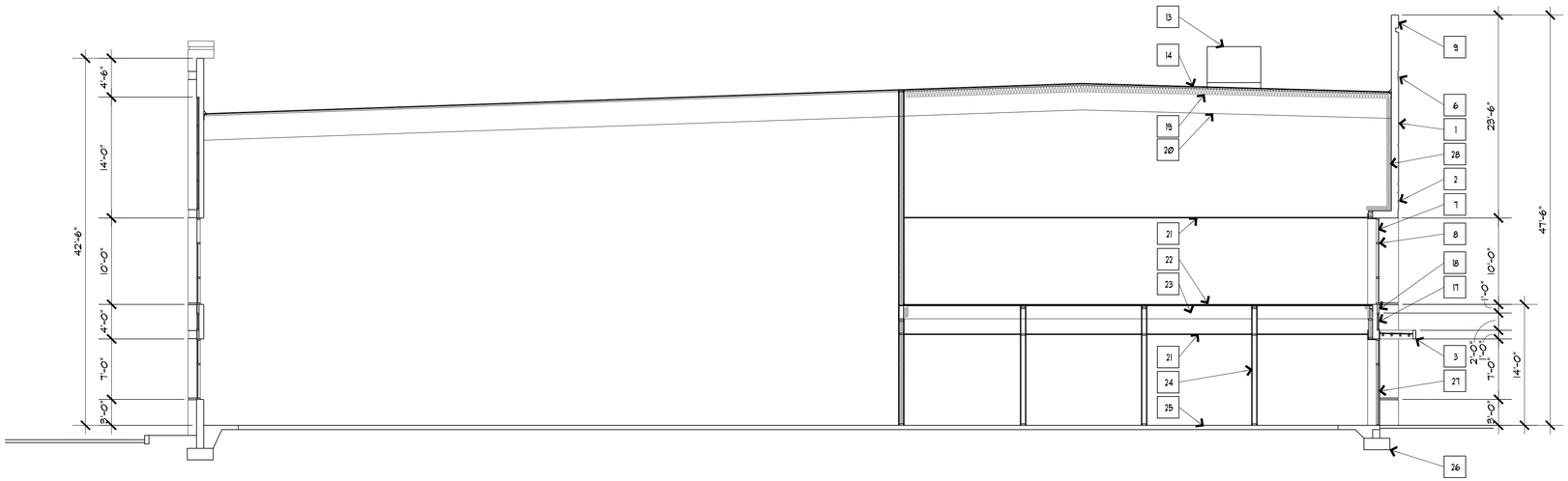


BUILDING SECTION-AA



BUILDING SECTION-BB

SCALE: 1/8"=1'-0"

0 1' 4' 8' 12' 20'

SECTION NOTES

1. CONCRETE PANEL
2. 3" REVEAL
3. STEEL CANOPY
4. VANDAL RESISTANT WALL MOUNTED LIGHT FIXTURE
5. METAL DOOR
6. 12" CONCRETE REVEAL
7. VISION GLASS
8. ALUMINUM MULLION
9. CONCRETE CORNICE, SEE 11A/A-1.2
10. WALL MOUNTED LIGHT FIXTURE
11. ILLUMINATED ADDRESS NUMBERS 12" HIGH WITH 1" STROKE IN COLOR CONTRASTING WITH BACKGROUND
12. ROLL UP DOOR
13. ROOF MOUNTED HVAC UNIT, SCREENED BY PARAPET
14. ROOF MEMBRANE
15. LIGHT FIXTURE
16. DOCK LEVELER
17. SPANDREL GLASS
18. ACM PANEL
19. ROOF INSULATION
20. ROOF FRAMING
21. SUSPENDED ACOUSTICAL CEILING
22. 1 1/2" GYPCRETE OVER PLYWOOD SUBFLOOR
23. FLOOR FRAMING
24. INTERIOR PARTITION WALL
25. CONCRETE SLAB
26. CONCRETE FOOTING
27. DOOR
28. WALL INSULATION

C.VANDERHOEK
ARCHITECTS
4109 E. Fernwood Ave
Orange, CA 92869
Tel: 714-308-7662

HILTON INDUSTRIAL FACILITY

HILTON DRIVE
FONTANA, CA

MASTER CASE NO. 18-053 TPM NO. 18-005 DESIGN REVIEW NO. 18-010

SECTIONS

REVISION:

DATE MARCH 17, 2025

JOB NO: 21088
SHEET:

A-7.0

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CITY OF FONTANA INDUSTRIAL SUSTAINABILITY NOTES

(3) Anti-idling signs indicating a 3-minute diesel truck engine idling restriction shall be posted at industrial commerce facilities along entrances to the site and in the dock areas and shall be strictly enforced by the facility operator.

(4) Prior to issuance of certificate of occupancy facility operators shall establish and submit for approval to the Planning Director a Truck Routing Plan to and from the State Highway System based on the City's latest Truck Route Map. The plan shall describe the operational characteristics of the use of the facility operator, including, but not limited to, hours of operations, types of items to be stored within the building, and proposed truck routing to and from the facility to designated truck routes that avoids passing sensitive receptors, to the greatest extent possible. The plan shall include measures, such as signage and pavement markings, queuing analysis and enforcement, for preventing truck queuing, circling, stopping, and parking on public streets. Facility operator shall be responsible for enforcement of the plan. A revised plan shall be submitted to by the Planning Director prior to a business license being issued by the City for any new tenant of the property. The Planning Director shall have discretion to determine if changes to the plan are necessary including any additional measures to alleviate truck routing and parking issues that may arise during the life of the facility.

(5) Signs and drive aisle pavement markings shall clearly identify the on site circulation pattern to minimize unnecessary on-site vehicular travel.

(6) Facility operators shall post signs in prominent locations inside and outside of the building indicating that off-site parking for any employee, truck, or other operation related vehicle is strictly prohibited. City may require facility operator to post signs on surface or residential streets indicating that off-site truck parking is prohibited by City ordinance and/or the Truck Routing Plan.

(7) Signs shall be installed at all truck exit driveways directing truck drivers to the truck route as indicated in the Truck Routing Plan and State Highway System.

(8) Signs shall be installed in public view with contact information for a local designated representative who works for the facility operator and who is designated to receive complaints about excessive dust, fumes, or odors, and truck and parking complaints for the site, as well as contact information for the SCAQMD's on-line complaint system and its complaint call-line: 1-800-288-7664. Any complaints made to the facility operator's designee shall be answered within 72 hours of receipt.

(9) All signs under this Section shall be legible, durable, and weather-proof.

(1) On-site motorized operational equipment shall be ZE (zero emission).

(6) Unless the owner of the facility records a covenant on the title of the underlying property ensuring that the property cannot be used to provide chilled, cooled, or freezer warehouse space, a conduit shall be installed during construction of the building shell from the electrical room to 100%of the loading dock doors that have potential to serve the refrigerated space. When tenant improvement building permits are issued for any refrigerated warehouse space, electric plug-in units shall be installed at every dock door servicing the refrigerated space to allow transport refrigeration units (TRUs) to plug in. Truck operators with TRUs shall be required to utilize electric plug-in units when at loading docks.

(3) Use of super-compliant VOC architectural and industrial maintenance coatings (e.g., paints) shall be required.
(4) The facility operator shall incorporate a recycling program.
(5) The following environmentally responsible practices shall be required during construction:

a. The applicant shall use reasonable best efforts to deploy the highest rated GARB Tier technology that is available at the time of construction. Prior to permit issuance, the construction contractor shall submit an equipment list confirming equipment used is compliant with the highest GARB Tier at the time of construction. Equipment proposed for use that does not meet the highest GARB Tier in effect at the time of construction, shall only be approved for use at the discretion of the Planning Director and shall require proof from the construction contractor that, despite reasonable best efforts to obtain the highest GARB Tier equipment, such equipment was unavailable.
b. Use of electric-powered hand tools, forklifts, and pressure washers.
c. Designation of an area in any construction site where electric powered construction vehicles and equipment can charge.
d. Identification in site plans of a location for future electric truck charging stations and installation of a conduit to that location.
e. Diesel-powered generators shall be prohibited except in case of emergency or to establish temporary power during construction.

(6) A Property Maintenance Program shall be submitted for review and approval by the Planning Director or his/her designee prior to the issuance of building permits. The program shall provide for the regular maintenance of building structures, landscaping, and paved surfaces in good physically condition, and appearance. The methods and maximum intervals for maintenance of each component shall be specified in the program.
(7) Property owner shall provide facility operator with information Incentive programs such as the Carl Moyer Program and Voucher Incentive Program and shall require all facility operators to enroll in the United States Environmental Protection Agency's SmartWay Program.

C.VANDERHOEK
ARCHITECTS
4109 E. Fernwood Ave
Orange, CA 92869
Tel: 714-308-7662

HILTON INDUSTRIAL FACILITY
·
HILTON DRIVE
FONTANA, CA
MASTER CASE NO. 18-053 TPM NO. 18-005 DESIGN REVIEW NO. 18-010

GENERAL NOTES

REVISION:

DATE: MARCH 17, 2025

JOB NO: 21088
SHEET:

SP-1
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NORTH FACING EXTERIOR ELEVATION

WEST FACING EXTERIOR ELEVATION

SOUTH FACING EXTERIOR ELEVATION

EAST FACING EXTERIOR ELEVATION

C.VANDERHOEK
ARCHITECTS

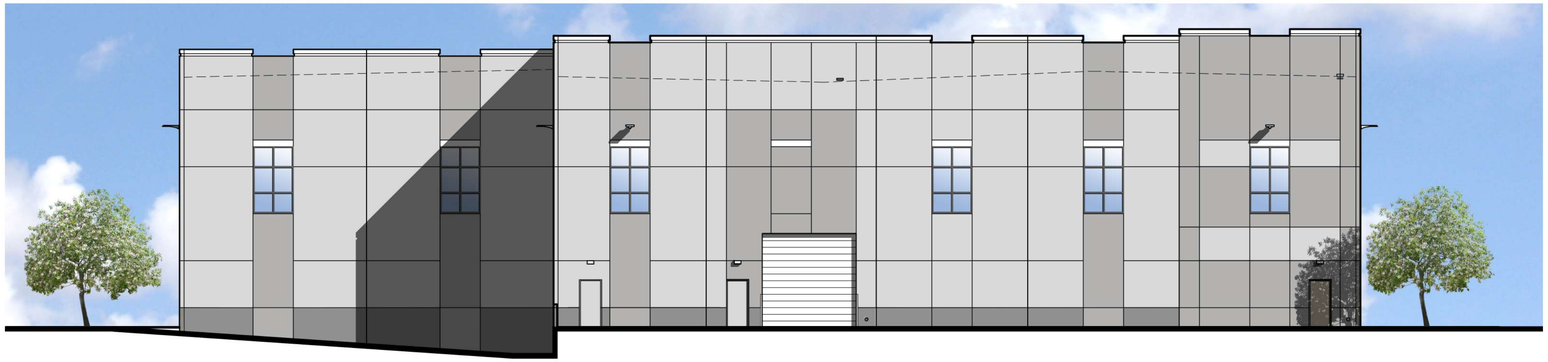
3/17/25

0 1' 4' 8' 16' 24'

HILTON INDUSTRIAL
BUILDING-1
FONTANA, CA
JOB NO. 21088

ELEVATION FINISHES

- LIGHT PAINT COLOR: SHERWIN WILLIAMS NATURAL WHITE SW 9542
- MEDIUM LIGHT PAINT COLOR: SHERWIN WILLIAMS GUILD GREY SW 9561
- MEDIUM PAINT COLOR: SHERWIN WILLIAMS BEDROCK SW 9563
- DARK PAINT COLOR: SHERWIN WILLIAMS BEFORE THE STORM SW 9564
- SHERWIN WILLIAMS NIGHT WATCH SW 9680
- GLASS: VITRO SOLARBAN 70XL (2) SOLARBLUE + CLEAR VLT: 42%, U-VALUE: 0.28, SHGC 0.23
- BLACK ANODIZED ALUMINUM
- ACM PANEL ALUCOBOND TRI-CORN BLACK SMP, GLOSS 30



C.VANDERHOEK
ARCHITECTS

3/17/25

HILTON INDUSTRIAL
BUILDING-2
FONTANA, CA
JOB NO. 21088

ELEVATION FINISHES

LIGHT PAINT COLOR: SHERWIN WILLIAMS NATURAL WHITE SW 9542

MEDIUM LIGHT PAINT COLOR: SHERWIN WILLIAMS GUIILD GREY SW 9561

MEDIUM PAINT COLOR: SHERWIN WILLIAMS BEDROCK SW 9563

DARK PAINT COLOR: SHERWIN WILLIAMS BEFORE THE STORM SW 9564

SHERWIN WILLIAMS NIGHT WATCH SW 9680

GLASS: VITRO SOLARBAN 70XL (2) SOLARBLUE + CLEAR VLT: 42%, U-VALUE: 0.28, SHGC 0.23

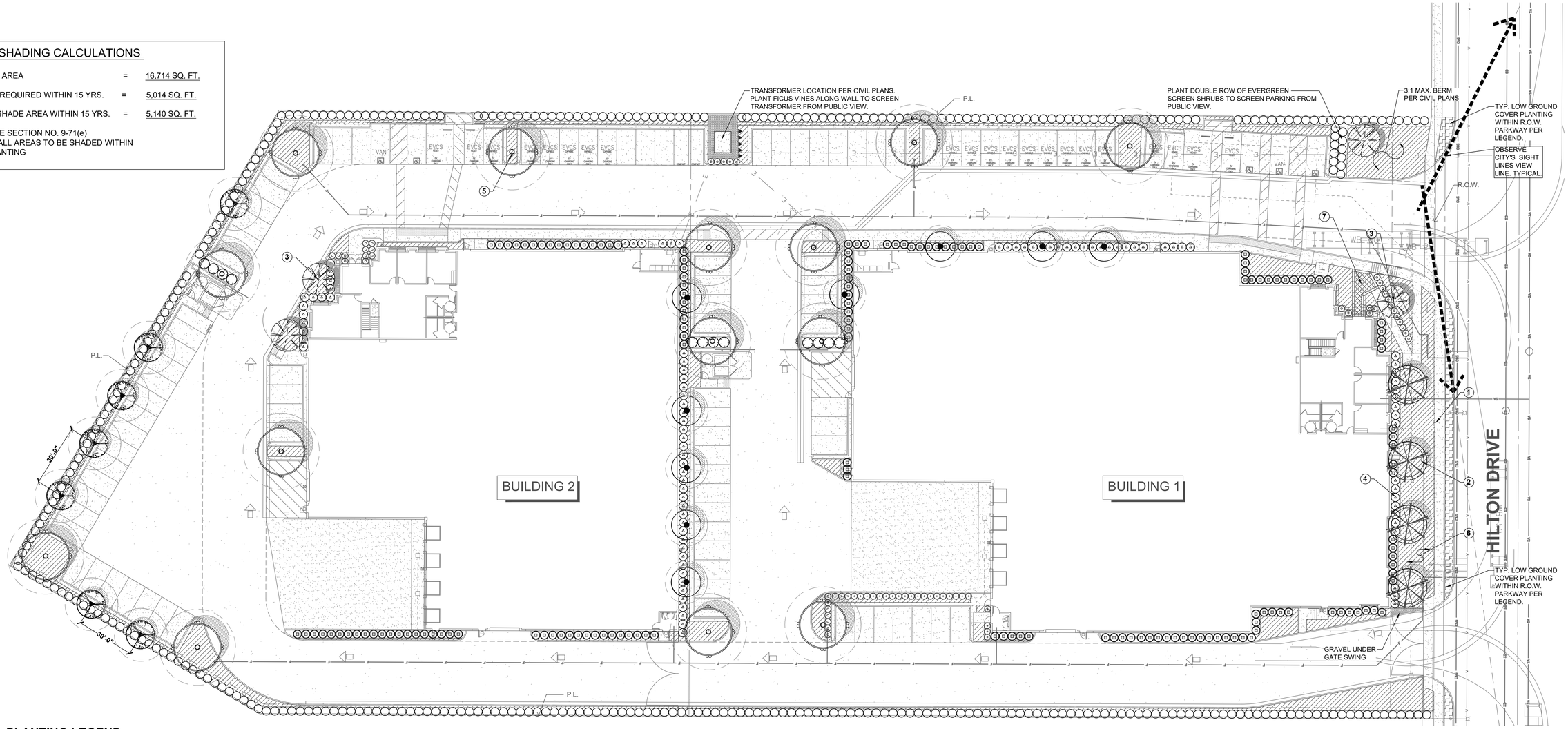
BLACK ANODIZED ALUMINUM

ACM PANEL ALUCOBOND TRI-CORN BLACK SMP, GLOSS 30

PARKING LOT SHADING CALCULATIONS

TOTAL PARKING LOT AREA	=	16,714 SQ. FT.
TOTAL SHADE AREA REQUIRED WITHIN 15 YRS.	=	5,014 SQ. FT.
TOTAL PROJECTED SHADE AREA WITHIN 15 YRS.	=	5,140 SQ. FT.

PER MUNICIPAL CODE SECTION NO. 9-71(e)
30% OF PARKING STALL AREAS TO BE SHADED WITHIN 15 YEARS AFTER PLANTING



PLANTING LEGEND

TREES

SYMBOL	TREE NAME	QTY.	WUCOLS
	*NEW STREET TREE ALONG HILTON DRIVE PODOCARPUS GRACILIOR, FERN PINE 24" BOX SIZE.	4	L
	SMALL ACCENT TREE LAGERSTROEMIA I. 'WATERMELON RED', CRAPE MYRTLE 24" BOX SIZE.	4	L
	NEW PARKING LOT SHADE TREE ULMUS PARVIFOLIA 'TRUE GREEN', EVERGREEN ELM 24" BOX SIZE.	14	L
	VERTICAL TREE ALONG BUILDING/ SECONDARY PARKING LOT TREE TRISTANIA LAURINA, WATER GUM TREE 15 GAL. SIZE. ALT: PODOCARPUS GRACILIOR, FERN PINE	9	L
	EVERGREEN SCREEN TREE PINUS ELDARICA, MONDELL PINE 36" BOX SIZE.	7	L

TOTAL # OF TREES = 38 TREES

*NOTE: PROPOSED STREET TREES SHALL BE CONSISTANT WITH EXISTING TREES ALONG HILTON DR. TO BE CONFIRMED IN THE FIELD.

VINE

SYMBOL	VINE NAME	QTY.	WUCOLS
▶	FICUS PUMILA, CREEPING FIG 5 GAL. SIZE @ 3'-0" O.C.	5	L

	SHRUBS SHRUBS SHALL BE CHOSEN FROM THE FOLLOWING LIST:	WUCOLS
	XYLOSMA CONGESTUM, SHINY LEAF XYLOSMA 5 GAL. SIZE	L
	LEUCOPHYLLUM FRUTESCENS, TEXAS RANGER 5 GAL. SIZE	L
	WESTRINGIA FRUTICOSA, COAST ROSEMARY 5 GAL. SIZE	L
	ROSMARINUS 'TUSCAN BLUE', TUSCAN BLUE ROSEMARY 5 GAL. SIZE	L
	BUXUS JAPONICA, JAPANESE BOXWOOD 5 GAL. SIZE	L

	GROUND COVER/SHRUB MASSES GROUND COVER AND SHRUB MASSES SHALL BE CHOSEN FROM THE FOLLOWING LIST:	WUCOLS
	SENECIO MANDRALISCAE, BLUE CHALKSTICKS 1 GAL. SIZE @ 24" O.C.	L
	ROSMARINUS O. 'PROSTRATUS', CREEPING ROSEMARY 1 GAL. SIZE @ 30" O.C.	L
	SALVIA GREGGII, AUTUMN SAGE 1 GAL. SIZE @ 36" O.C.	L
	MUHLENBERGIA RIGENS, DEER GRASS 1 GAL. SIZE @ 42" O.C.	L
	BACCHARIS PILULARIS, COYOTE BUSH 1 GAL. SIZE @ 42" O.C.	L
	TYP. LOW GROUND COVER PLANTING WITH PUBLIC R.O.W. (PARKWAY) SUGGEST LANTANA DWARF YELLOW.	L

DESIGN KEY NOTES:

1. NEW SIDEWALK PER CIVIL DWGS.
2. NEW STREET TREE ALONG HILTON DRIVE (MATCH EXISTING)
3. SMALL ACCENT TREE AT PROJECT FOCAL AREAS PER LEGEND
4. TYP. FOUNDATION SHRUB PER LEGEND
5. BROAD CANOPY PARKING LOT SHADE TREE PER LEGEND
6. DROUGHT TOLERANT GROUND COVER AND SHRUB PLANTING PER LEGEND
7. ENHANCED PAVING AT BUILDING ENTRY. INTEGRAL COLORED CONC.

CONCEPTUAL PLAN NOTE:

THIS IS A CONCEPTUAL LANDSCAPE PLAN. IT IS BASED ON PRELIMINARY INFORMATION WHICH IS NOT FULLY VERIFIED AND MAY BE INCOMPLETE. IT IS MEANT AS A COMPARATIVE AID IN EXAMINING ALTERNATE DEVELOPMENT STRATEGIES AND ANY QUANTITIES INDICATED ARE SUBJECT TO REVISION AS MORE RELIABLE INFORMATION BECOMES AVAILABLE.

IRRIGATION NOTE:

THE PROJECT WILL BE EQUIPPED WITH A LOW FLOW IRRIGATION SYSTEM CONSISTING OF ET WEATHER BASED SMART CONTROLLER, LOW FLOW ROTORS, BUBBLER AND/ OR DRIP SYSTEMS USED THROUGHOUT. THE IRRIGATION WATER EFFICIENCY WILL MEET OR SURPASS THE CURRENT STATE MANDATED AB-1881 WATER ORDINANCE. PER MUNICIPAL CODE SECTION NO. 9-71(d) ALL LANDSCAPING AREAS WILL BE PROPERLY IRRIGATED FOR THE LIFE OF THE FACILITY TO ALLOW FOR PLANTS AND TREES TO MAINTAIN GROWTH.

PLANTING NOTE:

PER MUNICIPAL CODE SECTION NO. 9-71(c) ALL LANDSCAPING WILL BE DROUGHT TOLERANT, AND TO THE EXTENT FEASIBLE, SPECIES WITH LOW BIOGENIC EMISSIONS. PALM TREES WILL NOT BE UTILIZED.

GENERAL NOTES:

- SLOPES GREATER THAN 3:1 SHALL BE STABILIZED WITH EROSION CONTROL GROUND COVER PER LEGEND, AND MULCH MATERIAL WITH 'BINDER' MATERIAL SHALL BE APPLIED FOR EROSION CONTROL.
- ROCK RIP-RAP MATERIAL SHALL BE INSTALLED WHERE DRAIN LINES CONNECT TO INFILTRATION AREAS.
- ALL UTILITY EQUIPMENT SUCH AS BACKFLOW UNITS, TRANSFORMERS, FIRE DETECTOR CHECKS AND FIRE CHECK VALVES WILL BE SCREENED WITH EVERGREEN PLANT MATERIAL ONCE FINAL LOCATIONS HAVE BEEN DETERMINED.

PRELIMINARY WATER USE CALCULATIONS

ETO FOR FONTANA AREA = 55.6

MAWA (210,969 GALLONS) = 55.6 X 0.62 X 0.45 X 19,560
MAWA (ANNUAL GALLONS ALLOWED) =ETO X 0.62 X ETAF X AREA

AVERAGE DAILY IRRIGATION WATER USE = 303,423

LANDSCAPE DATA

TOTAL LANDSCAPE AREA = 19,560 SQ. FT.

REQUIRED TREE QUANTITY MATRIX

- TOTAL NUMBER OF PARKING STALLS = 104 STALLS
- TOTAL NUMBER OF TREES REQUIRED AT 1 TREE PER 4 STALLS 106 / 4 = 26 TREES
- TOTAL NUMBER OF TREES PROVIDED = 27 TREES

WUCOLS PLANT FACTOR

THIS PROJECT IS LOCATED IN 'WUCOLS' REGION '4-SOUTH INLAND VALLEY'.

H = HIGH WATER NEEDS
M = MODERATE WATER NEEDS
L = LOW WATER NEEDS
VL= VERY LOW WATER NEEDS

BASED UPON PROJECT TREE INVENTORY CONDUCTED BY CITY'S CERTIFIED ARBORIST, THE TALLY OF REPLACEMENT TREES REQUIRED PURSUANT TO FONTANA MUNICIPAL CODE CHAPTER 28, ARTICLE III, SECTION 28-67 IS **THIRTY-EIGHT 15-GALLON CONTAINER TREES.**

NUMBER OF 15-GALLON TREES PROVIDED ON-SITE = 38 TREES.

CONCEPTUAL LANDSCAPE PLAN
HILTON INDUSTRIAL FACILITY

FONTANA, CA

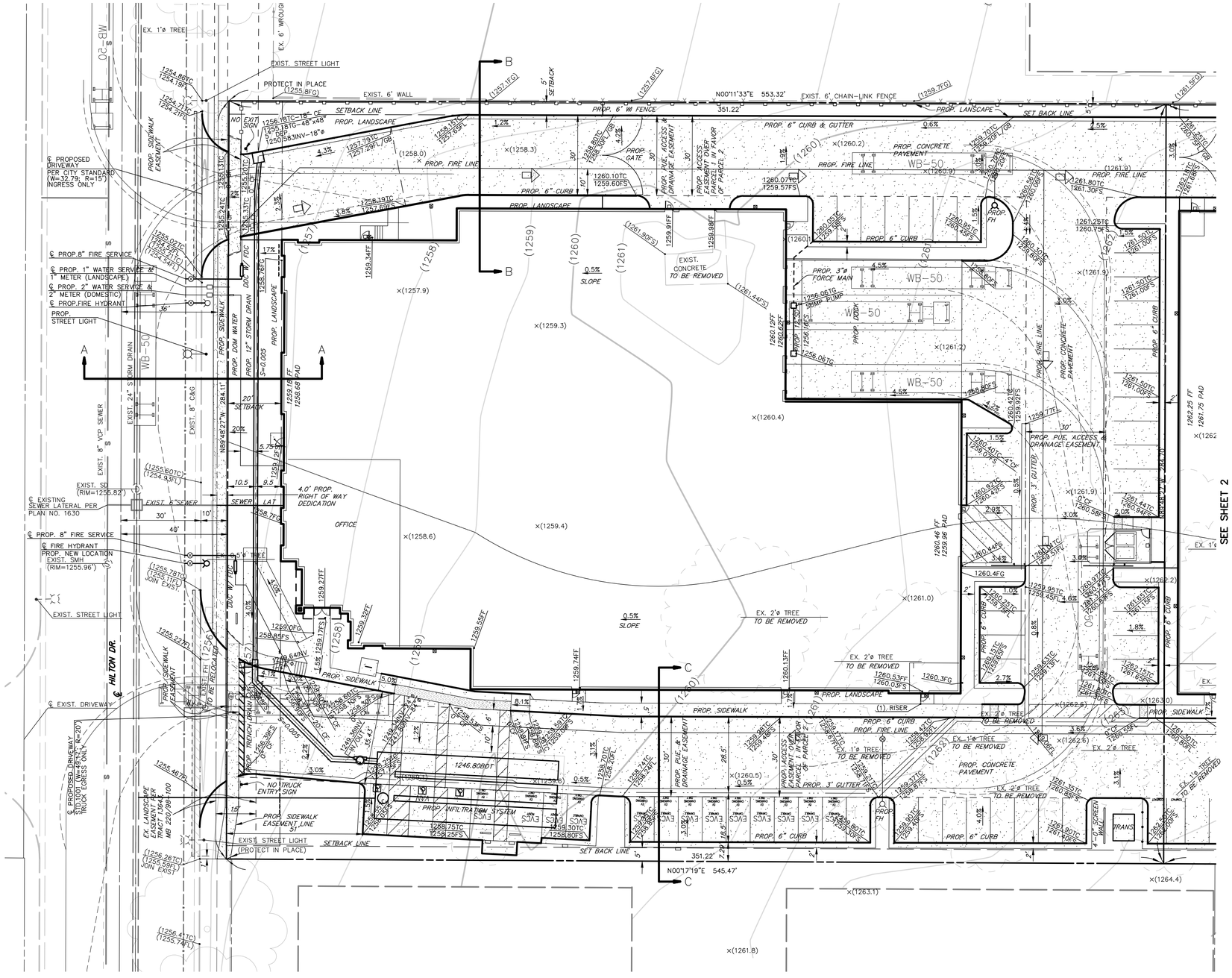
NORTH
0' 20' 40' 60' 80'
SCALE: 1" = 20'-0"

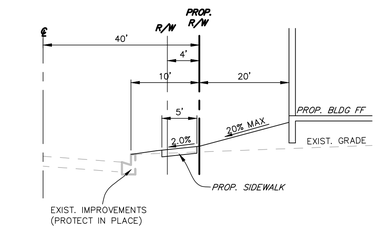
FEBRUARY 12, 2025

L-1

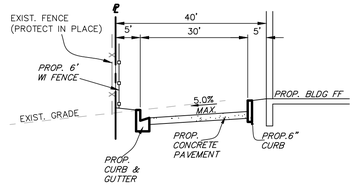
RODARTE
LANDSCAPE ARCHITECTURE

HILTON LANE, LLC
P.O. BOX 54903
IRVINE, CA 92619
CONTACT: DOUG MCCAN

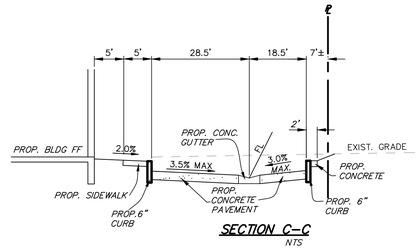




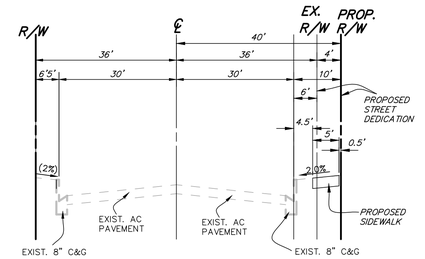
SECTION A–A
NTS



SECTION B–B
NTS



SECTION C–C
NTS



TYPICAL SECTION HILTON DRIVE
N.T.S.

LEGEND

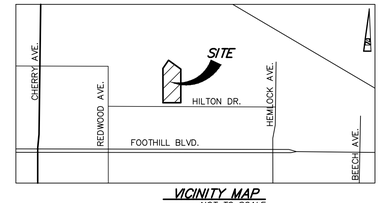
BW	BACK OF WALK
EG	EXISTING GRADE
FG	FINISH GRADE
FS	FINISH SURFACE
TC	TOP OF CURB
FL	FLOW LINE
EP	EDGE OF PAVEMENT
FF	FINISH FLOOR
PAD	PAD GRADE
TW	TOP OF WALL
TF	TOP OF FOOTING
HP	HIGH POINT
LP	LOW POINT
CF	CURB FACE
TG	TOP OF GRADE
TRW	TOP OF RETAINING WALL
EDF	EXTRA DEPTH FOOTING
INV	INVERT OF PIPE
	TOP OF SLOPE
2%	RATE OF SLOPE
	TOE OF SLOPE
– –S– –	EXISTING SEWER
– –W– –	EXISTING WATER
	EXISTING FIRE HYDRANT
	EXISTING FDC
WV	EXISTING WATER VALVE
GM	EXISTING GAS METER
WM	EXISTING WATER METER
PB	EXISTING PULL BOX
ICV	EXISTING ICV
	EXISTING STREET LIGHT
	EXISTING CONTOUR
	FINISH CONTOURS
	DAYLIGHT LINE
	REMOVAL
	EXIST. CONCRETE
	CONCRETE
	ASPHALT PAVING
	OVERLAY

LEGAL DESCRIPTION:

THE LAND REFERRED TO IN THIS COMMITMENT IS SITUATED IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 2, TRACT NO. 13643, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, AS PER MAP RECORDED IN BOOK 220 OF MAPS, PAGE(S) 98, 99 AND 100, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS AMENDED BY CERTIFICATE OF CORRECTION, RECORDED AUGUST 9,1991, AS INSTRUMENT NO. 91-303293, OFFICIAL RECORDS.

APN(s): 1110-151-03-0-000



VICINITY MAP
NOT TO SCALE

20 0 20 40 60

SCALE: 1"=20'

LAND DEVELOPMENT DESIGN COMPANY, LLC
2313 E. Philadelphia St., Ste. F
Ontario, CA 91761
(909) 930-1466 • FAX (909) 930-1468
PLANNING • CIVIL • SURVEYING

REGISTERED PROFESSIONAL ENGINEER
KEVIN J. RICHER
No. 43714
Exp. 3/31/2027
CIVIL
STATE OF CALIFORNIA

BENCHMARK

REVISIONS:

PREPARED UNDER THE SUPERVISION OF:
KEVIN J. RICHER
R.C.E. 43714 LIC. EXP. 3/31/27
9/29/2025
DATE

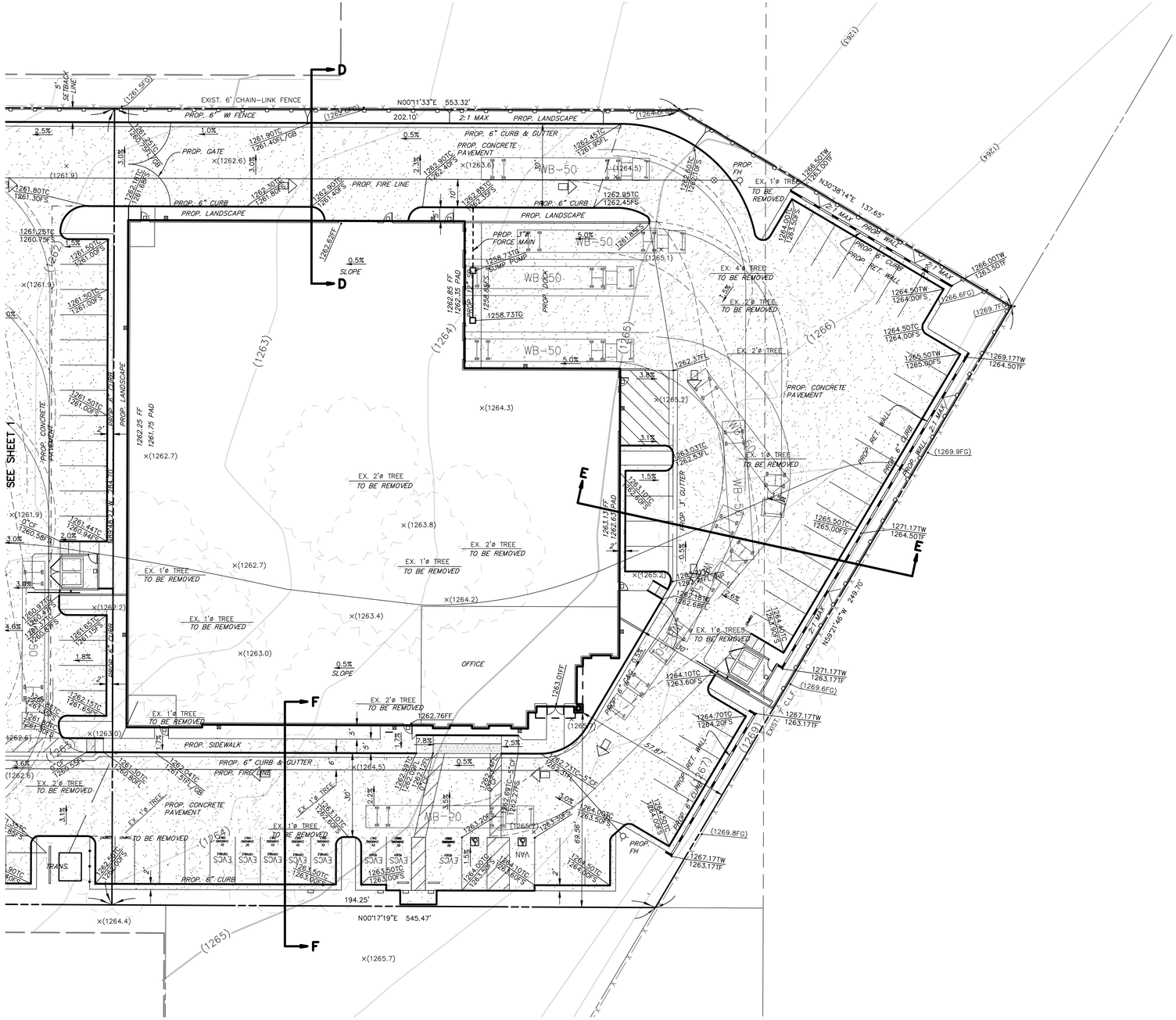
APPROVED BY:
DATE

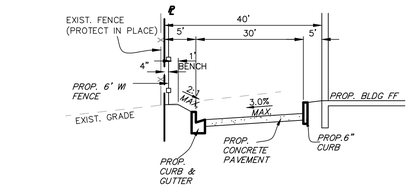
PRELIMINARY GRADING PLAN

SITE LOCATION:
LOT 2 TR. 13643
HILTON DR.
FONTANA, CA 92336

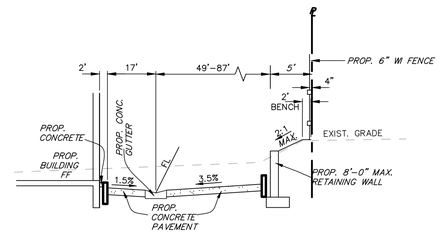
PREPARED FOR:
GEORGE & DOUGH MCCAN
15 ORION
IRVINE, CA 92603

DATE: 9/29/2025	JOB NO. 4113
DRAWN BY: RAS	SCALE 1"=20'
DESIGNED BY: KJR	SHEET 1 OF 3 SHEETS
CHECKED BY: KJR	

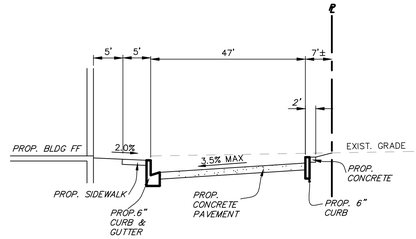




SECTION D–D
NTS



SECTION E–E
NTS



SECTION F–F
NTS

20 0 20 40 60

SCALE: 1"=20'

LAND DEVELOPMENT DESIGN COMPANY, LLC
2313 E. Philadelphia St., Ste. F
Ontario, CA 91761
(909) 930-1466 • FAX (909) 930-1468
PLANNING • CIVIL • SURVEYING

REGISTERED PROFESSIONAL ENGINEER
KEVIN J. RICHER
No. 43714
Exp. 3/31/2027
CIVIL
STATE OF CALIFORNIA

BENCHMARK

REVISIONS:

PREPARED UNDER THE SUPERVISION OF:
KEVIN J. RICHER
R.C.E. 43714 LIC. EXP. 3/31/27
9/29/2025 DATE

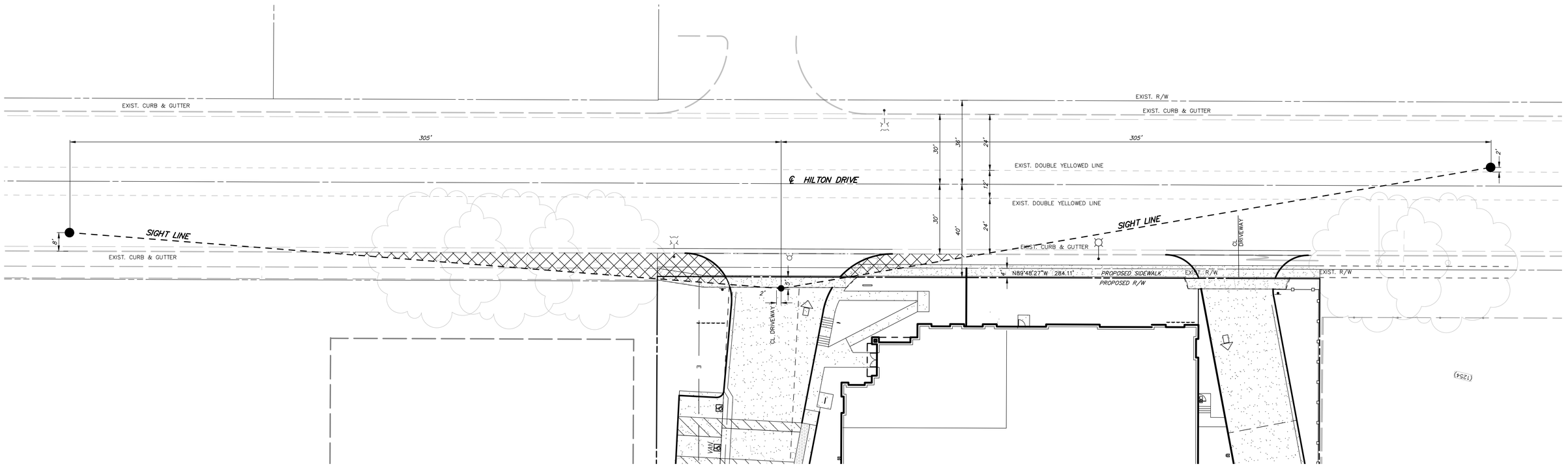
APPROVED BY:
DATE

PRELIMINARY GRADING PLAN

SITE LOCATION:
LOT 2 TR. 13643
HILTON DR.
FONTANA, CA 92336

PREPARED FOR:
GEORGE MCCAN
15 ORION
IRVINE, CA 92603

DATE: 9/29/2025	JOB NO. 4113
DRAWN BY: RAS	SCALE 1"=20'
DESIGNED BY: KJR	SHEET 2 OF 3 SHEETS
CHECKED BY: KJR	



NOTE:

ALL SIGHT RESTRICTIONS TO BE CLEARED WITHIN SIGHT TRIANGLE. ANY OBJECT (E.I. LANDSCAPING, WALLS, STRUCTURES) WITHIN THE SIGHT TRIANGLE SHOULD NOT BE OVER 30 INCHES IN HEIGHT. TREES SHALL BE TRIMMED TO EIGHT FEET ABOVE THE ADJOINING CURB WITHIN THE SIGHT TRIANGLES.

LINE OF SIGHT NOTE:

HILTON DRIVE

SPEED LIMIT: 40 MPH

STOPPING DISTANCE: 305'

AREA TO KEEP CLEAR:

LINE OF SIGHT:

REGISTERED PROFESSIONAL ENGINEER
KEVIN J. RICHER
No. 43714
Exp. 3/31/2027
CIVIL
STATE OF CALIFORNIA

BENCHMARK

REVISIONS:

PREPARED UNDER THE SUPERVISION OF:

KEVIN J. RICHER
R.C.E. 43714 LIC. EXP. 3/31/27 — 9/29/2025 DATE

APPROVED BY:

DATE

LINE OF SIGHT EXHIBIT

SITE LOCATION:

LOT 2 TR 13643
HILTON DR.
FONTANA, CA 92336

PREPARED FOR:

GEORGE MCCAN
15 ORION
IRVINE, CA 92603

LAND DEVELOPMENT DESIGN COMPANY, LLC
2313 E. Philadelphia St., Ste. F
Ontario, CA 91761
(909) 930-1466 • FAX (909) 930-1468
PLANNING • CIVIL • SURVEYING

DATE: 9/29/2025	JOB NO. 4113
DRAWN BY: RAS	SCALE 1"=20'
DESIGNED BY: KJR	SHEET 3 OF 3 SHEETS
CHECKED BY: KJR	

TENTATIVE PARCEL MAP NO. 19950

"OFFICIAL USE ONLY"

EASEMENT NOTES

THE FOLLOWING EASEMENTS AND AGREEMENTS REFERENCE THE ITEM NUMBERS SHOWN IN THE TITLE REPORT DATED AUGUST 23, 2017, ORDER NUMBER 867201 PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY:

[A] AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED MARCH 30, 1923 IN BOOK 793 OF DEEDS, PAGE 71. [ITEM #4]

[B] PROPERTY IS INCLUDED WITHIN A PROJECT AREA OF THE NORTH FONTANA REDEVELOPMENT PROJECT AND PROCEEDINGS FOR THE REDEVELOPMENT OF SAID PROJECT HAS BEEN INSTITUTED UNDER THE REDEVELOPMENT LAW AS DISCLOSED BY A DOCUMENT RECORDED DECEMBER 28, 1982, AS INSTRUMENT NO. 82-259093, OFFICIAL RECORDS. (NOT PLOTTABLE OF RECORD) [ITEM #5]

[C] COVENANTS, CONDITIONS AND RESTRICTIONS AS SET FORTH IN THE DOCUMENT RECORDED JULY 10, 1986 AS INSTRUMENT NO. 86-180879, OFFICIAL RECORDS., RE-RECORDED JUNE 15, 1987 AS INSTRUMENT NO. 87-201269, MODIFIED AND RECORDED ON JUNE 15, 1987 AS INSTRUMENT NO. 87-201270, RECORDED AUGUST 10, 1988 AS INSTRUMENT NO. 88-261346, RECORDED OCTOBER 17, 1988 AS INSTRUMENT NO. 88-348800 AND RECORDED DECEMBER 12, 1988 AS INSTRUMENTS NO. 88-433295, ALL OF OFFICIAL RECORDS. (NOT PLOTTABLE OF RECORD) [ITEM #6]

[D] COVENANTS, CONDITIONS AND RESTRICTIONS AS SET FORTH IN DOCUMENT RECORDED AUGUST 24, 1988 AS INSTRUMENT NO. 88-280718, OFFICIAL RECORDS AND AS MODIFIED BY INSTRUMENT 88-348800, RECORDED OCTOBER 17, 1988; INSTRUMENT NO. 89-473816, RECORDED DECEMBER 6, 1989; INSTRUMENT NO. 95-0223658, RECORDED JUNE 30, 1995; AND INSTRUMENT NO. 95-0236182, RECORDED JULY 11, 1995, ALL OF OFFICIAL RECORDS. (NOT PLOTTABLE OF RECORD) [ITEM #7]

[E] AN EASEMENT FOR LANDSCAPE PURPOSES AS SHOWN AND DEDICATED ON TRACT 13643, [ITEM #8]

LEGAL DESCRIPTION:

LOT 2 OF TRACT 13643, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 220 OF MAPS, PAGES 98 THROUGH 100, RECORDS OF SAID COUNTY AS AMENDED BY CERTIFICATE OF CORRECTION, RECORDED AUGUST 9, 1991, AS INSTRUMENT NO. 91-303293, OFFICIAL RECORDS OF SAID COUNTY.

NOTES:

1. TENTATIVE MAP INCLUDES THE ENTIRE CONTIGUOUS OWNERSHIP OF THE LAND DIVIDER.
2. THE PROPERTY IS NOT WITHIN A COMMUNITY SERVICES DISTRICT.
3. THERE ARE NO EXISTING WELLS ON THE SITE.
4. THE LAND IS NOT SUBJECT TO LIQUEFACTION, OR OTHER GEOLOGIC HAZARDS, OR IS WITHIN A SPECIAL STUDIES ZONE.
5. THE LAND IS NOT SUBJECT TO OVERFLOW, INUNDATION, OR FLOOD.
6. NO OPEN SPACE AND RECREATIONAL AREAS.
7. NO EXISTING STRUCTURES ON SITE.
8. NO EXISTING OPEN CHANNELS.
9. THERE IS A PROPOSED ACCESS EASEMENT, PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT.
10. THERE ARE NO REGULATED TREES ONSITE.

PROPOSED EASEMENT NOTES

(F) ACCESS EASEMENT OVER PARCEL 1 IN FAVOR OF PARCEL 2.

(G) PUBLIC UTILITY EASEMENT.

(H) DRAINAGE/WQMP EASEMENT

PROPERTY INFORMATION:

EXISTING GROSS ACREAGE:	4.01 ACRES
EXISTING NET ACREAGE:	3.97 ACRES
PROPOSED ACREAGE, LOT A	0.04 ACRES
PROPOSED ACREAGE, PARCEL 1:	2.29 ACRES
PROPOSED ACREAGE, PARCEL 2:	1.69 ACRES
ZONING:	BP3
SPECIFIC PLAN:	WEST END SPECIFIC PLAN
GENERAL PLAN:	LIGHT INDUSTRIAL (LI)
ASSESSOR'S PARCEL NO.:	1110-151-03
TOWNSHIP AND RANGE:	T1S, R6W, SEC. 2
PROPOSED USE:	INDUSTRIAL BUILDINGS
PROPOSED NUMBER OF PARCELS:	2
PROPOSED NUMBER OF LETTERED LOT:	1
PROPOSED LENGTH OF STREET FRONTAGE:	HILTON DRIVE=284.10'
FLOOD ZONE:	ZONE X MAP NO. 06071C8651H MAP REVISED AUGUST 28, 2008

SITE:

HILTON DRIVE
FONTANA, CA 92335

TOPOGRAPHY SOURCE:

FROM FIELD SURVEY PERFORMED JUNE 15, 2017 BY: LAND DEVELOPMENT DESIGN CORP.

BASIS OF BEARING:

THE CENTERLINE OF HILTON AVENUE IS N89°48'27"W AS SHOWN ON THE MAP OF TR 13643, RECORDED IN BOOK 220 OF MAPS, PAGES 98-100, RECORDS OF SAN BERNARDINO COUNTY.

EARTHWORK QUANTITIES:

RAW CUT	RAW FILL
2,895 C.Y.	2,939 C.Y.

NOTE: SITE IS EXPECTED TO BALANCE. THE BASE AT THE NORTH END OF THE PROPERTY CAN BE ADJUSTED AS NEEDED.

BASIC SETBACK LINES:

FRONT: 20 FEET
SIDE: 5 FEET

PREPARED BY:

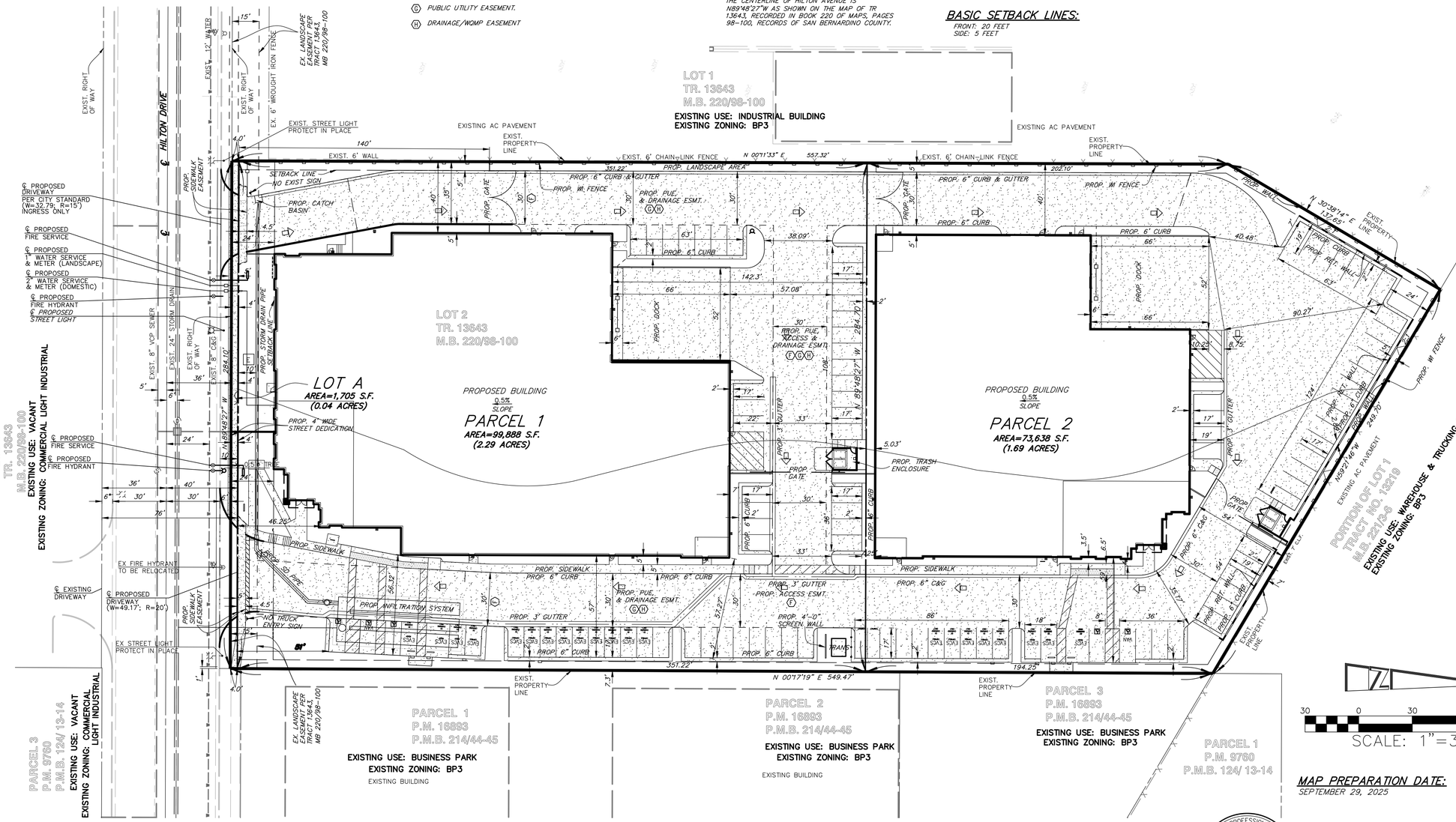
LAND DEVELOPMENT DESIGN CORPORATION
2313 E. PHILADELPHIA STREET, UNIT "F"
ONTARIO, CA 91761
(909) 930 1466

OWNER/APPLICANT/SUBDIVDER:

HILTON LANE, LLC
15 ORION
IRVINE CA 92603
(949) 854-4518

PREPARED FOR:

GEORGE McCAN
15 ORION
IRVINE CA 92603
(949) 854-4518



LEGEND

BW	BACK OF WALK
EG	EXISTING GRADE
FG	FINISH GRADE
FS	FINISH SURFACE
TC	TOP OF CURB
FL	FLOW LINE
EP	EDGE OF PAVEMENT
FF	FINISH FLOOR
PAD	PAD GRADE
TW	TOP OF WALL
TF	TOP OF FOOTING
HP	HIGH POINT
LP	LOW POINT
CF	CURB FACE
TG	TOP OF GRATE
TRW	TOP OF RETAINING WALL
EDF	EXTRA DEPTH FOOTING
INV	INVERT OF PIPE
	TOP OF SLOPE
2%	RATE OF SLOPE
	TOE OF SLOPE
— S —	EXISTING SEWER
— W —	EXISTING WATER
	EXISTING FIRE HYDRANT
	EXISTING FDC
	EXISTING WATER VALVE
	EXISTING GAS METER
	EXISTING WATER METER
	EXISTING PULL BOX
	EXISTING ICV
	EXISTING STREET LIGHT
	EXISTING CONTOUR
	FINISH CONTOURS
	DAYLIGHT LINE
	REMOVAL
	EXIST. CONCRETE
	CONCRETE
	EXISTING TREES

UTILITY PURVEYOR:

SO. CALIFORNIA EDISON CO.
7951 REDWOOD AVE.
FONTANA, CA 92335
(909) 920-5598

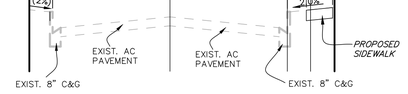
VERIZON
14032E. PHILLIPS BLVD.
POMONA. CA 91766
(909) 469-6327

FONTANA WATER CO.
8440 NUEVA AVE.
FONTANA, CA 92335
(909) 822-5046

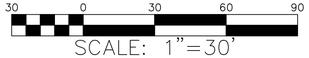
CITY OF FONTANA
8353 SIERRA AVENUE
FONTANA, CA 92335
(909) 350-6632

SO. CALIFORNIA EDISON CO.
16231 VALLEY BLVD.
FONTANA, CA 92335
(909) 428-8411

WEST VALLEY WATER DISTRICT
855 W. BASELINE ROAD
RIALTO, CA 92377

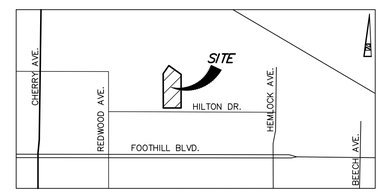


TYPICAL SECTION
N.T.S.
HILTON DRIVE



MAP PREPARATION DATE:

SEPTEMBER 29, 2025



VICINITY MAP
NOT TO SCALE

REGISTERED PROFESSIONAL ENGINEER
DENNIS C. FARNSWORTH
No. 31653
CIVIL
STATE OF CALIFORNIA

PREPARED BY:

DENNIS C. FARNSWORTH
R.C.E. 31653 EXP. 12/31/26

DIGALERT
DIAL TOLL FREE
811
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

RESOLUTION NO. PC 2026-

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF FONTANA APPROVING TENTATIVE PARCEL MAP NO. 18-000005 (TPM NO. 19950) TO SUBDIVIDE ONE PARCEL INTO TWO PARCELS AND DESIGN REVIEW NO. 18-000010 FOR THE CONSTRUCTION OF TWO NEW INDUSTRIAL COMMERCE CENTER BUILDINGS AND ASSOCIATED SITE IMPROVEMENTS ON 3.98 ACRES OF VACANT LAND LOCATED ON THE NORTH SIDE OF HILTON DRIVE, EAST OF REDWOOD AVENUE, IDENTIFIED AS ASSESSOR'S PARCEL NUMBER 1110-151-03, PURSUANT TO A CATEGORICAL EXEMPTION IN ACCORDANCE WITH CEQA GUIDELINES SECTION 15332.

WHEREAS, the project site, identified as Assessor Parcel Number ("APN") 1110-151-03 ("Project Site"), was annexed from San Bernardino County and incorporated into the City of Fontana on April 28, 1970; and

WHEREAS, on May 9, 2018, the City of Fontana (City") received an application from C. VanDerHoek Architects, Inc. ("Applicant"), for a Tentative Parcel Map ("Tentative Parcel Map No. 18-000005) (TPM No. 19950)"), to subdivide one (1) parcel into two (2) and a Design Review ("DRP No. 18-000010") seeking approval to construct two (2) new warehouse buildings and associated site improvements at the Project Site ("Project"); and

WHEREAS, the Project Site has a General Plan Land Use designation of Light Manufacturing (I-L) and is located within the West End Specific Plan's BP-3 zoning district, which allows for the development; and

WHEREAS, pursuant to the California Environmental Quality Act (Pub. Res. Code §§ 2100 et seq.) ("CEQA"), the project is Categorically Exempt pursuant to Section 15332 (Class 32, Infill Development) and Section No. 3.22 of the 2019 Local Guidelines for Implementing the California Environmental Quality Act; and

WHEREAS, all notices required by statute and the Fontana Municipal Code ("FMC") have been given as required; and

WHEREAS, on March 6, 2026, a notice of the public hearing was published in 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 March 17, 2026, a duly notice public hearing on Tentative Parcel Map No. 18-000005 (TPM No. 19950) and DRP No. 18-000010 was held 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 the Planning Commission carefully considered all information, evidence, and testimony presented at its public hearing on Tentative Parcel Map No 18-000005 (TPM No. 19950) and DRP No. 18-000010; and

WHEREAS, the City wishes to protect and preserve the quality of life throughout the City, through effective land use and planning; and

WHEREAS, the Conditions of Approval are attached hereto as **Exhibit "A"** for Tentative Parcel Map No. 18-000005 (TPM No. 19950), and **Exhibit "B"** for Design Review No. 18-000010, 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 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). This project site is considered In-Fill Development and meets the CEQA requirements of Infill: (1) The project is consistent with the I-G General Plan land use designation, and the West End Specific Plan-BP-3 district regulations; (2) The project site is less than five (5) acres at approximately 3.98 adjusted gross acres; (3) The project site is not within any known sensitive or threatened habitat area; (4) The project site will not have any significant effect related to traffic, noise, air quality, or water quality; and (5) There are adequate public utilities services for the development of the proposed residential development. Furthermore, none of the exceptions in CEQA Guidelines Section 15300.2 apply to the Project. The Planning Commission further directs Staff to file a Notice of Exemption pursuant to this Finding.

Section 3. Tentative Parcel Map Findings. The Planning Commission hereby makes the following findings for Tentative Parcel Map No. 18-000005 (TPM No. 19950) pursuant to Section 26-218(D) "Processing of application", of the Fontana Zoning and Development Code:

Finding No. 1: **The proposed map is consistent with the city's general plan and any applicable specific plan.**

Findings of Fact: Tentative Parcel Map No. 18-000005 (TPM No. 19950) is consistent with the General Plan Land Use Map of Light Industrial (I-L) as it will enable industrial development as allowed under the city's general plan and the West End Specific Plan. The Tentative Parcel Map proposes to subdivide one parcel into two parcels (Parcel No. 1 will have approximately 2.29 acres and Parcel No. 2 will have approximately 1.69 acres) to support the industrial development.

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 Project is designed to be consistent with the General Plan and the on-site improvements meet the General Plan goals and objectives as well as the zoning requirements of the West End Specific Plan - BP-3 district. The General Plan Land Use designation for the Project Site is Light Industrial (I-L), which is intended to provide for industrial uses. The Project will develop an industrial commerce center consistent with this designation of the General Plan. The construction of the on-site and off-site improvements such as curb, gutter, sidewalks, and underground utilities will ensure that the Project meets the requirements set for the in the FMC and the specific plan. Therefore, the proposed improvements will be consistent with the existing development. The Project has been reviewed by the Planning Department, Engineering Department and Fire Protection, and it was determined that the conditions of approval will ensure compliance with FMC and regulations.

Finding No. 3: **The site is physically suitable for the type and density of development proposed.**

Findings of Fact: The approximately 3.98 gross acre Project Site is adequate in size to accommodate the two industrial commerce buildings totaling 71,985 square feet (Building No.1 will be 41,218 square feet and 4,668 square feet of office space and Building No. 2 will have 30,767 square feet and 4,668 square feet of office space). The existing topography is relatively level and is conducive to the development of the Project and public improvements are designed to enable access and services to the Project Site. Therefore, the site is suitable for this type of development. The lot size is consistent with nearby industrial development.

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 Parcel Map No. 18-000005 (TPM No. 19950) and the associated improvements will not likely cause public health problems. The development complies with the Zoning and Development Code and General Plan. The improvements will provide safe walking paths and driving routes which will promote public health and safety. Therefore, there will be no significant effect on the environment.

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 Parcel Map No. 18-000005 (TPM No. 19950) will not cause public health problems. The development complies with the Zoning and Development Code and General Plan and the West End Specific 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.

Finding No. 6: The design of the subdivision or the type of improvement 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 Parcel Map No. 18-000005 (TPM No. 19950) and associated public improvements will not conflict with access easements acquired by the public. Vehicular access to and from the Project Site would be provided from two driveways on Hilton Drive, a publicly maintained street. The internal circulation has been reviewed by Planning, Fire, Traffic, and Engineering and was found to be sufficient to support this Project.

Section 4. Design Review Findings. The Planning Commission hereby makes the following findings for DR No. 18-000010 in accordance with Section No. 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 specific plan or area plan.

Findings of Fact: The Project is consistent with the Land Use designation of Light Industrial (I-L) by constructing two industrial commerce center buildings within the industrial area of the West End Specific Plan. The Project will develop two (2) new industrial commerce center buildings totaling 71,985 square feet (Building No.1 will be 41,218 square feet and 4,668 square feet of office space and Building No. 2 will have 30,767 square feet and 4,668 square feet of office space) on 3.98 acres. Architectural features for the Project include metal doors, glazed windows, and exterior lighting. Additionally, the Project Site aligns with Chapter 15 (Land Use, Zoning, and Urban Development) of the General Plan Land Use designation because it provides industrial uses where there is easy access to regional transportation routes.

The site and building design comply with the criteria contained in the design review section of the Fontana Zoning and Development Code and the West End Specific Plan. The industrial commerce center buildings design will feature an exterior light gray tone color pallet with black accents. The variations to the building face, varying roof lines and building height of 47'-6" will make the project architecturally pleasing and be consistent with the surrounding area as well as the design criteria contained in the Zoning and Development Code and the Specific Plan. The Project has high quality architecture and appropriate screening comprised of landscaping that will make for an appropriate and desirable development.

Finding No. 2. The 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 consists of the development of two (2) new industrial commerce center buildings totaling 71,985 (Building No.1 will be 41,218 square feet and 4,668 square feet of office space and Building No. 2 will have 30,767 square feet and 4,668 square feet of office space) on approximately 3.98 acres. The site is currently vacant. The Project will be constructed pursuant to all applicable building, zoning and fire codes, in addition to the Conditions of Approval attached hereto as Exhibits A and B. Architectural features such as glazing, metal features and a variety of colors add structural and visual interest to the buildings. Additionally, variations to the building face and roof lines area architecturally pleasing and consistent with the existing development in the surrounding area. Street lighting and on-site lighting have been incorporated to create an attractive atmosphere along adjacent parcels. The site improvements have been evaluated by the City of Fontana Fire, Building and Safety, and Engineering Departments. During the review process, changes were made to the plans to ensure that the Project is safe and well-designed.

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 physically suitable in size and shape to support the two new industrial commerce center buildings which will be built in accordance with the zoning and fire codes.

Architectural relief utilized for the buildings consists of decorative lighting, varied roof lines, and other features appropriate to the style. The Project enhances the surrounding neighborhood by incorporating architectural style that complements the surrounding area. Additionally, landscaping will utilize plants to complement the architecture of the buildings and the development of as a whole. The Project has been reviewed by the Engineering, Building and Safety and Fire Departments for safety.

Finding No. 4: **The site improvements are appropriate and will result in a safe, well-designed facility.**

Findings of Fact: The development has appropriate site improvements. Project features include sidewalks, drainage, perimeter walls, and fencing to provide a safe and well-designed neighborhood. The Project has been reviewed by the Planning, Engineering, Building and Safety Departments, as well as the Fontana Fire Prevention for site circulation, access, and safety and found to meet the requirements for all applicable building code, zoning, and fire code standards.

Section 5. Approvals. Based on the foregoing, the Planning Commission hereby approves Tentative Parcel Map No. 18-000005 (TPM No. 19950), and DRP No. 18-

000010 subject to the Conditions of Approval, attached hereto as "**Exhibit A**" and "**Exhibit B",** respectively, and incorporated herein by this reference as though fully set forth herein.

Section 6. 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 7. Certification. The Secretary of the Planning Commission shall certify to the adoption of this Resolution.

Section 8. 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 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 17th day of March 2026.

City of Fontana

_____
Joseph Armendarez, Chairperson

ATTEST:

I, Torrie Lozano, 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 17th day of March 2026, by the following vote, to-wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Torrie Lozano, Secretary

ATTACHMENT NO. 3

Exhibit "A"

FONTANA
CALIFORNIA

CITY OF FONTANA

CONDITIONS OF APPROVAL

PROJECT: Master Case No. 18-000053 **DATE:** March 17, 2026
Tentative Parcel Map No. 18-000005 (TPM No. 19950)

LOCATION: North of Hilton Drive and west of Hemlock Avenue (APN: 1110-151-03).

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 requirements of the Fontana City's Municipal Code shall be complied with.
   B. All Conditions of Approval imposed on this project have been fulfilled.

2. The applicant /developer/ property owner shall defend, indemnify, protect and hold harmless the City of Fontana or its agents, officers, and employees from any claim, action or proceeding against the City of Fontana or its agents, officers, or employees to attack, set aside, void, or annul an approval of the Planning Commission and/or City Council concerning this subdivision, which action is brought within the time period provided for in Government Code Section 66499.37. 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. 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.

3. In the event of any such third-party action or proceeding, the City shall have the right to retain its own separate legal counsel to defend the interests of the City. The applicant shall be responsible for reimbursing 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.

4. Tentative Parcel Map No. 22-000005 (TPM No. 19950) shall comply with all applicable development standards of, Chapter 26 (Subdivisions), Chapter 30 (Zoning and Development), and the Subdivision Map Act.

5. The applicant/developer shall underground all utilities, pursuant to Section 27-50 through 27-54 of the City of Fontana Municipal Code, which for the purpose of this condition shall also include all boxes, structures and/or other equipment located in the public right-of-way, any public utility easement(s) and on any private property, to the satisfaction of the Director of Planning. A note to this effect shall be placed on the map prior to recordation of the final map.

6. Tentative Parcel Map No. 22-000005 (TPM No. 19950) 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.

7. 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.

8. 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 7:00 am to 6:00 pm on weekdays, 8:00 am to 5:00 pm on Saturdays, and no construction on Sundays and Holidays.

9. 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.

10. The applicant shall meet all requirements identified in the Industrial Commerce Centers Sustainability Standards (Ordinance No. 1891).

11. A copy of the Industrial Commerce Centers Sustainability Standards requirements shall be placed on the final grading plans and the final building plans.

12. The project shall comply with all applicable provisions, regulations, and development standards of the Fontana Municipal Code.

13. The applicant shall adhere to all landscape setback requirements as outlined in the Fontana Municipal Code.

14. The applicant shall meet all requirements of the Trip Reduction Measures in of the Zoning and Development Code (Section 30-962).

ENGINEERING:

15. The Applicant shall provide a Land Improvement Agreement, with accompanying security. The agreement shall be executed on City-provided forms.

Exhibit "B"

FONTANA
CALIFORNIA

CITY OF FONTANA

CONDITIONS OF APPROVAL

PROJECT: Master Case No. 18-000053 **DATE:** March 17, 2026
Design Review No. 18-000010

LOCATION: North of Hilton Drive and west of Hemlock Avenue (APN: 1110-151-03).

PLANNING DEPARTMENT:

1. This Design Review 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 Department inspection, has commenced within this period.

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. All requirements of the Fontana City's Municipal Code shall be complied with.
   B. All Conditions of Approval imposed on this project have been fulfilled.

3. The applicant/developer/property owner 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.

4. This project shall comply with all applicable provisions, regulations and development standards of the Fontana Zoning Code and Development Code, Fontana Municipal Code (FMC).

5. The applicant shall meet all requirements identified in the Industrial Commerce Centers Sustainability Standards (Ordinance No. 1891).

6. The applicant shall adhere to all landscape setback requirements as outlined in the Fontana Municipal Code.

7. The applicant/developer shall underground all utilities pursuant to Section 27-50 through 27-54 of the City of Fontana Municipal Code, which for the purpose of this conditions shall also include all boxes, structures and/or other equipment located in the public right-of-way, any public utility easement(s) and on any private property, to the satisfaction of the Director of Planning. A note to this effect shall be placed on the map prior to recordation of the final map.

8. 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.

9. 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 a sheet in the final building and grading plans prior to issuance of any building or grading permits.

10. The current development fees must be paid prior to issuance of building/construction permits.

11. 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. 30-30 of the Municipal Code.

12. Color combinations and color schemes for buildings approved under a design review application shall not be modified or changed without prior approval of 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 may refer minor hue color changes to the original approving body for consideration under a revision to the original application.

13. 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.

14. Sidewalks shall be provided for all new developments in accordance with the city's circulation element of the General Plan.

15. The applicant/developer shall provide sufficient bicycle racks to accommodate a minimum of four bicycle spaces.

16. The applicant/developer shall provide bicycle racks that include locks as well as electric plugs to charge electric bikes. The racks shall be located as close as possible to employee entrance(s).

17. All parking stalls shall be clearly marked by double striping pavement painting. Parking stall sizes shall be measured from the mid-point between the striping. No parking spaces shall be designated in an industrial parking facility, except for disabled persons parking, van pool, carpool, or any other designated parking as required by law.

18. All signs shall be reviewed under a separate Design Review Sign application.

19. 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.

20. All landscaping shall be healthy and maintained in a reasonable manner as determined by the Director of Planning or his/her designee.

21. The transformer shall be screened by a solid screen wall and mature, dense landscaping, and not visible from the public right-of-way.

22. After the fifteen (15) day appeal period, the applicant shall remove the notice of Filing sign(s) from the project site. The applicant may request a refund of the sign deposit; the request shall be in writing accompanied with a refund application. The request shall be submitted to the Planning Department.

23. Development fees and Planning Department final inspection fees must be paid prior to Certificate of Occupancy.

24. Applicant shall pay all applicable service fees pursuant to the City of Fontana Municipal Code.

25. The applicant/developer/property owner shall provide up-lighting on the perimeter and up-light proposed trees to the satisfaction of the Director of Planning and his/her designee.

26. In the event that any off-site utility and/or infrastructure improvements are required as a direct result of future projects, construction of such off-site utility and infrastructure improvements shall not occur concurrently with the demolition, site preparation, and grading phases of project construction. This requirement shall be clearly noted on all applicable grading and/or building plans.

27. Adhere to the City standard of one foot candle minimum for all entrances, exits, pedestrian paths, parking lots, and activity areas. Reflect all light fixtures on the site plan. All areas shall be illuminated during all hours of darkness and all luminaries utilized shall be vandal-resistant fixtures. The type of lighting shall be fluorescent, white L.E.D.s or metal halide. Provide a photometric layout under separate exhibit to ensure the minimum light standard is met.

28. Incorporate an anti-graffiti coating onto the exterior of all proposed block walls to discourage graffiti.

29. The applicant shall meet all requirements of the Trip Reduction Measures in of the Zoning Code (Article XIV, Transportation Demand Management and Trip Reduction Measures).

30. There shall be no refrigerated uses on site; unless a future tenant proposing to have such uses conducts an update of the California Environmental Quality Act (CEQA) document and any applicable studies/memorandums to amend this Condition of Approval.

31. The applicant shall incorporate hostile landscape into the interior, perimeter landscape setback areas to discourage subjects from accessing the site.

32. 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 7:00 am to 6:00 pm on weekends, 8:00 am to 5:00 pm on Saturdays, and no construction on Sundays and Holidays.

33. Adhere to the Standard Building Security Specifications of the Fontana Police Department.

34. A copy of the Industrial Commerce Centers Sustainability Standards requirements shall be placed on the final grading plans and final building plans.

Prior To Issuance of Grading Permit

35. All Conditions of Approval and Mitigation, Monitoring, and Reporting Program (MMRP) 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.

BUILDING AND SAFETY:

36. 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

37. 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.

38. 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.

39. 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.

40. 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.

41. The applicant shall have the tract or parcel map recorded prior to the issuance of any building permits.

42. 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.

43. The applicant is required to obtain permits for the removal and/or demolition of structures.

44. 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

45. 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

46. Any proposed structure(s) shall not cross any lot line and shall comply with all requirements of the California Building Code, prior to any building permits being issued.

ENGINEERING:

47. 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 privately maintained.

48. 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.

49. 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.

PRIOR TO ISSUANCE OF GRADING PERMIT

50. 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.

51. 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

52. The Applicant shall provide a Land Improvement Agreement, with accompanying security. The agreement shall be executed on City-provided forms.

PRIOR TO ISSUANCE OF ANY OTHER CONSTRUCTION PERMITS

53. The Applicant shall record All map's, right-of-way dedications, easements, as required for the development.

54. 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 must be approved by the City Engineer.

PRIOR TO ISSUANCE OF FINAL CERTIFICATE OF OCCUPANCY

55. Complete all public improvements required of the project. Underground utilities required of the project. Ensure streetlights are energized and operating properly.

56. 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.

57. 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.

58. 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.

59. 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.

60. 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.

61. 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.

62. 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 Practice transfer. The Access, Maintenance, and the WQMP Certification for BMP Completion must be submitted to the City Project Engineer.

ENGINEERING TRAFFIC:

63. 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 up to two (2) ingress/egress points along Hilton Drive. The westerly access point shall be designed, constructed, and signed to restrict access to left- and right-turning ingress movements only. Egress for all vehicle types shall be prohibited at the westerly driveway. The easterly driveway may accommodate full access (i.e., left- and right-turning inbound and outbound) movements for passenger vehicles, and shall be designed, constructed, and signed to restrict truck access to left- and right-turning egress movements only. Ingress for trucks shall be prohibited at the easterly driveway.

    B. Ingress and egress restrictions shall be reinforced with appropriate signage and pavement markings within the Project site and in the public Right-of-Way, as appropriate. The prohibition of truck ingress at the easterly driveway shall be visible to drivers in the public Right-of-Way.

64. 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.

65. 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 at all times with personnel who may permit an errant driver to enter the site in order to turn around and depart.

66. 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.

67. 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.

68. The location of bicycle parking shall be depicted on the site plan. The number of bicycle parking spaces shall be determined in compliance with the City of Fontana Zoning and Development Code. Bicycle parking shall comply with the Association of Pedestrian and Bicycle Professionals' (APBP) bicycle parking design guidance. In the event that the Fontana Zoning and Development Code and the APBP guidance differ, the Fontana Zoning and Development Code requirements shall prevail.

69. 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.

70. The site plan shall identify the Americans With Disabilities Act (ADA) compliant path(s) of travel to/from the public right of way and from all ADA accessible parking spaces.

PRIOR TO ISSUANCE OF GRADING/CONSTRUCTION PERMITS

71. 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.

PRIOR TO ISSUANCE OF ANY CERTIFICATE OF OCCUPANCY

72. The Applicant shall pay the applicable Development Impact Fees prior to the issuance of any occupancy permits at the established rate pursuant to Government Code Section 66007.

FIRE DEPARTMENT:

73. **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.

74. **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.

75. **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.

76. **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.

77. **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.

78. **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 for Building-1: 2,125 GPM for a two-hour duration at 20 psi residual operating pressure. Fire Flow is based on a 41,996 Square Foot structure. The Fire Flow for this project shall be for Building-2: 1,875 GPM for a 1.5 hour duration at 20 psi residual operating pressure. Fire Flow is based on a 30,767 Square Foot structure.

79. **Hydrant Marking.** Blue reflective pavement markers indicating fire hydrant locations shall be installed as specified by the Fire Department. SBCoFD Standard W-2.

80. **Water System Certification.** The applicant shall provide the Fire Department with a letter from the serving water company, certifying that the required water improvements have been made or that the existing fire hydrants and water system will meet distance and fire flow requirements. Fire flow water supply shall be in place prior to placing combustible materials on the jobsite. California Fire Code Chapter 5.

81. **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.

82. **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.

83. **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.

84. **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.

85. **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

86. **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

87. **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

88. **Material Identification Placards**. 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.

89. **High-Piled Storage.** The applicant shall submit an application for a High-Piled Storage permit for storage of over 12' in height of Class I-IV commodities and/or over 6' in height of high hazard commodities. Three (3) sets of detailed plans and a commodity analysis report shall be submitted to the Fire Department for review and approval. The applicant shall submit to the Fire Department concurrently with any racking permits to the Building and Safety division. California Fire Code Chapter 32 & SBCoFD Standard S-1.

90. **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

END OF CONDITIONS OF APPROVAL

FONTANA
CALIFORNIA

NOTICE OF EXEMPTION

TO: ☒	Office of Land Use and Climate Innovation State Clearinghouse P. O. Box 3044, Room 113 Sacramento, CA 95812-3044	FROM: (Public Agency)	Name: Address: Telephone:	City of Fontana 8353 Sierra Ave, Fontana CA 92335 909-350-6656
☒	Clerk of the Board of Supervisors or County Clerk (Include County name) Address:			

1. Project Title:	**Master Case No. 18-000053; Tentative Parcel Map No. 18-000005 (TPM No. 19950), and Design Review No. 18-000010**
2. Project Applicant (include address, telephone number and email address):	**C. VanDerHoek Architects, Inc. Carl VanDerHoek (714) 308-7662 cvanderhoekarch@gmail.com 4109 E. Ferwood Avenue Orange, CA 92869**
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):	**The project site is located north of Hilton Drive and east of** Redwood **Avenue (APN: 1110-151-03)**
4. (a) Project Location – City: Fontana	(b) Project Location – County: San Bernardino
5. Description of nature, purpose, and beneficiaries of Project:	**Request to split one parcel into two parcels and for site and architectural review to develop two industrial commerce center buildings totaling 71,985 square feet (Building No. 1 will have 41,218 square feet and Building No. 2 will have 30,767 square feet) and associated on-site and off-site improvements on a 3.98 acre site.**

6. Name of Public Agency approving project:	City of Fontana
7. Name of Person or Agency undertaking the project, including any person undertaking an activity that receives financial assistance from the Public	**C. VanDerHoek Architects, Inc.** **Carl VanDerHoek** **(714) 308-7662** **cvanderhoekarch@gmail.com** **4109 E. Ferwood Avenue** **Orange, CA 92869**
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:	
8. Exempt status: (check one)	
(a) ☐ Ministerial project.	(Pub. Resources Code § 21080(b)(1); State CEQA Guidelines § 15268)
(b) ☐ Not a project.	State CEQA Guidelines 15050(c)(2)-(3)
(c) ☐ Declared Emergency	(Pub. Resources Code § 21080(b)(3); State CEQA Guidelines § 15269(a))
(d) ☐ Emergency Project.	(Pub. Resources Code § 21080(b)(4); State CEQA Guidelines § 15269(b),(c))
(e) ☒ Categorical Exemption. State type and section number:	**Exempt under Section 15332, Class 32 (Infill Development) of the California Environmental Quality Act**
(f) ☐ Statutory Exemption. State Code section number:	
(g) ☐ Other. Explanation:	

9. Reason why project was exempt:	**The proposed Project is categorically exempt from CEQA pursuant to CEQA Guidelines Section No. 15332 (Class No. 32 – Infill Development). The project meets the CEQA requirements of Infill: (1) The Project is consistent with the Light Industrial (I-L) designation of the General Plan and the West End Specific Plan - BP-3 zoning district; (2) The Project Site is less than five (5) acres (3.98 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 industrial project. Further, none of the exceptions in CEQA Guidelines section 15300.2 apply to the Project.**
10. Lead Agency Contact Person: Telephone:	Salvador Quintanilla, Senior Planner 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 ☒ No ☐ If yes, the date of the public hearing was: March 17, 2026	

Date: March 18, 2026

_____

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.

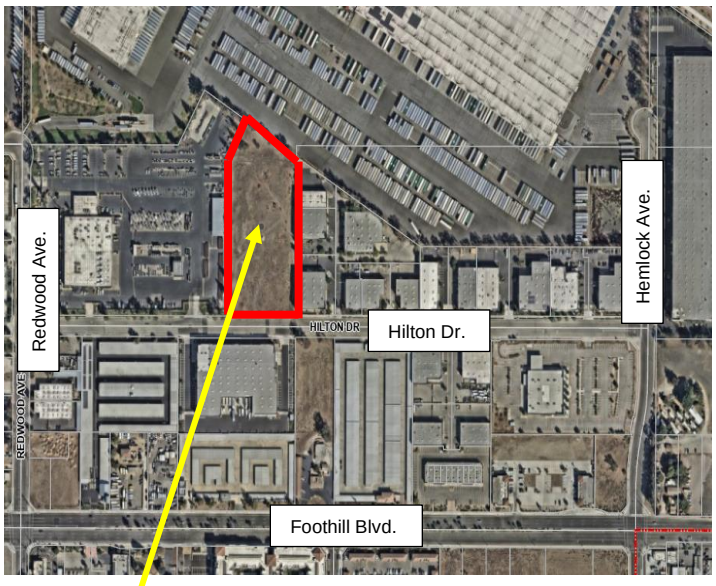
In compliance with Section No. 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Section No. 12132) and the federal rules and regulations adopted in implementation thereof, the Agenda will be made available in appropriate alternative formats to persons with a disability. Should you need special assistance to participate in this meeting, please contact the Planning Department by calling (909) 350-6718. 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 (MCN). 18-000053, Tentative Parcel Map No. 18-000005 (TPM No. 19950) and Design Review (DRP) No. 18-000010

A request to subdivide one parcel into two parcels along with the site and architectural review for the development of two (2) industrial commerce center facilities totaling approximately 71,985 square feet and associated site improvements on approximately 3.98 acres.

Environmental Determination: This project is categorically exempt pursuant to Section 15332, Class 32 (In-fill Development) of the California Environmental Quality Act (CEQA), and Section 3.22 (Categorical Exemption) of the 2019 City of Fontana Local Guidelines for Implementing the California Environmental Quality Act.



Project Site

Location of Property: North of Hilton Drive and west of Hemlock Avenue (APN: 1110-151 03)

Date of Hearing: March 17, 2026

Place of Hearing: Steelworkers Auditorium
8437 Sierra Avenue
Fontana, CA.

Time of Hearing: 6:00 PM

FONTANA
CALIFORNIA

Should you have any questions concerning this project, please contact **Salvador Quintanilla, Senior Planner**, at (909) 350-6656 or by e-mail at squintanilla@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 ANY ACTION TAKEN CONCERNING THIS ITEM IN COURT, 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 PROVIDED TO THE CITY AT, OR PRIOR TO, THE PUBLIC HEARING.

Publish: March 6, 2026
S.B. Sun Newspaper

Docusign Envelope ID: 673786CE-2F76-4678-9617-3A334044933C

ATTACHMENT NO. 8

City of Fontana

Planning Commission

Minutes

Joseph Armendarez, Chair
Ricardo Quintana, Vice Chair
Torrie Lozano, Secretary
Idilio Sanchez, Commissioner
Dylan Keetle, Commissioner

Tuesday, March 17, 2026 6:00 P.M. Grover W. Taylor Council Chambers

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, March 17, 2026. Chair Armendarez called the meeting to order at 6:04 p.m.

Present: Chair Armendarez, Vice Chair Quintana, Secretary Lozano, and Commissioners Sanchez and Keetle

Absent: None

INVOCATION/PLEDGE OF ALLEGIANCE:

A. Invocation/Pledge of Allegiance:

Following the Invocation by Chaplain Diane Fore, the Pledge of Allegiance was led by Secretary Lozano.

PUBLIC COMMUNICATIONS:

A. Public Communications:

Docusign Envelope ID: 673786CE-2F76-4678-9617-3A334044933C

None.

CONSENT CALENDAR:

A. Approval of Minutes:

Approve the Regular Planning Commission Meeting Minutes of March 3, 2026.

ACTION: A Motion was made by Commissioner Keetle and seconded by Commiss ioner Sanchez and passed by a vote of 5-0 to approve the Consent Calendar.

The motion carried by the following vote:

Aye: Chair Armendarez, Vice Chair Quintana, Secretary Lozano, and Commissioners Sanchez and Keetle

Absent: None

Abstain: None

PH- A
Master Case No. (MCN) 18-000053: Tentative Parcel Map No. 18-000005 (TPM No. 19950) and Design Review No. 18-000010 - A request to split one (1) parcel into two (2) and for site and architectural approval for the development of two (2) new industrial commerce center buildings, Building No. 1 will have 41,218 square feet and Building No. 2 will have 30,767 square feet, and with associated site improvements, on 3.98 acres, located north of Hilton Drive and west of Hemlock Avenue (APN: 1110-151-03), pursuant to a categorical exemption in accordance with CEQA Guidelines Section 15332.

Chair Armendarez opened the Public Hearing.

The City Clerk's Department received one (1) written correspondence regarding this item.

Salvador Quintanilla, Senior Planner presented the staff report.

Commissioner Keetle inquired about access to Parcel No. 2, noting that the only access appears to be from Hilton Drive, and asked whether an easement would be recorded in perpetuity to ensure access if the rear parcel is ever sold. Senior Planner, Quintanilla confirmed that the parcel map designates a reciprocal access agreement and stated that Engineering has included a condition requiring the reciprocal access agreement to be recorded, thereby ensuring perpetual access between the front and rear parcels.

Commissioner Sanchez inquired whether the project access would be right-in/right-out only. Senior Planner, Quintanilla clarified that the passenger vehicle will use the easterly driveway for ingress/egress not the westerly drive aisle.

Docusign Envelope ID: 673786CE-2F76-4678-9617-3A334044933C

Doug McCann, on behalf of the applicant Hilton Lane LLC, stated that he read and agreed to the Conditions of Approval and spoke about the project which consist of two industrial warehouse buildings totaling approximately 71,985 square feet, located along the north side of Hilton Drive between Redwood Avenue and Hemlock Avenue. Access will be provided by drive aisles on the east and west sides of the property. The project is anticipated to accommodate warehousing, storage, and light manufacturing tenants with limited truck traffic.

In response to Commissioner Sanchez inquiry, the applicant confirmed there are no current tenants; however, a broker has been retained and is actively marketing the property.

No individual 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 2026-006, 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 Tentative Parcel Map No. 18-000005 (TPM No. 19950); and**

3. **Approve Design Review (DR) No.18-000010.**

ACTION: Motion was made by Vice Chair Quintana and seconded by Commissioner Keetle and passed by a vote of 5-0 to approve Public Hearing Item "A"; adopt Resolution No. PC 2026-006; Approve Tentative Parcel Map No. 18-000005 (TPM No. 19950) and Design Review (DR) No.18-000010.

The motion carried by the following vote:

AYES: Chair Armendarez, Vice Chair Quintana, Secretary Lozano, and Commissioners Sanchez and Keetle NOES: None; ABSTAIN: None; ABSENT: None

PH- B
Master Case No. 26-0007 and Municipal Code Amendment No. 26-0001: Fontana Municipal Code amendments to Chapter 30 to modify multiple sections of the

Docusign Envelope ID: 673786CE-2F76-4678-9617-3A334044933C

Zoning and Development Code, including modifications to definitions for medical land uses in commercial zones, the definition and regulation of business parks, screening requirements for loading areas in industrial zones, and regulations in the Form-Based Code zone, including the definition of frontage coverage, maximum setback standards in the Route 66 Gateway sub-district, glazing requirements for the Shopfront frontage type, and landscaping in parking areas.

Chair Armendarez opened the Public Hearing.

No written correspondence was received.

Cecily Session-Goins, Associate Planner, presented the staff report and noted a memorandum requesting the addition of language to Section 4 of the resolution clarifying that projects deemed complete under current standards may continue processing under those standards.

No individual spoke in favor or in opposition.

The Public Hearing was closed.

RECOMMENDATION:

Based on information on the staff report staff recommends that the Planning Commission adopt Resolution No. PC 2026-007; and,

1. **Determine that the Ordinance is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15060(c), 15061(B)(3) (the common-sense exemption), and 15378 and Sections No. 3.01, 3.22, and 10.59 of the 2019 Local Guidelines for Implementing 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 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; and,**

2. **Approve a resolution recommending that the City Council adopt an Ordinance for Municipal Code Amendment (MCA) No. 26-0001 to amend Chapter 30 of the Municipal Code.**

ACTION: Motion was made by Secretary Lozano and seconded by Commissioner Keetle and passed by a vote of 5-0 to approve Public Hearing Item "B" and adopt Resolution No. PC 2026-007 with amended conditions of approval.

The motion carried by the following vote:

Docusign Envelope ID: 673786CE-2F76-4678-9617-3A334044933C

AYES: Chair Armendarez, Vice Chair Quintana, Secretary Lozano, and Commissioners Sanchez and Keetle NOES: None; ABSTAIN: None; ABSENT: None

DIRECTOR COMMUNICATIONS:

A. Director Communications:

Director of Planning, Patty Nevins extended Saint Patrick's Day greetings and thanked attendees.

COMMENTS:

A. Public Communication Commission Comments:

Commissioner Keetle thanked staff and Director Nevins for their continued hard work and support of the Commission. He extended well wishes to everyone for Saint Patrick's Day and Easter and expressed hope that all would enjoy time with their families.

Commissioner Sanchez thanked staff for consistently supporting the Commission and expressed appreciation for the opportunity to serve. He concluded by wishing everyone a good evening and offering his blessings.

Secretary Lozano echoed appreciation to the planning staff for their support, responsiveness, and presentations. She noted that the Planning Commissioners Academy was informative and beneficial and extended Easter wishes to all families and wished everyone a pleasant evening.

Chair Armendarez announced that Vice Chair Quintana had to leave due to an emergency and conveyed his appreciation to the Planning Department for their hard work.

Chair Armendarez expressed appreciation to the Planning Commission and Planning Department for their ongoing assistance and acknowledged the opportunity to attend the Commissioners Academy, noting it provided valuable knowledge and insight into the Commission's roles and responsibilities. Chair Armendarez thanked the City of Fontana for supporting attendance at the conference and extended holiday wishes for Saint Patrick's Day and Easter and offered prayers for families with loved ones serving in military conflicts overseas, expressing hope for a safe resolution. In closing his comments, Chair Armendarez thanked everyone for their attendance and adjourned with well wishes.

ADJOURNMENT:

Chair Armendarez adjourned the meeting at 6:35 p.m. to the next Regular Planning Commission Meeting on Tuesday, April 7, 2026, at 6:00 p.m. in the Steelworkers' Auditorium located at 8437 Sierra Avenue, Fontana, California.

Docusign Envelope ID: 673786CE-2F76-4678-9617-3A334044933C

Susana Gallardo

Susana Gallardo
Deputy City Clerk

THE FOREGOING MINUTES WERE APPROVED BY THE PLANNING COMMISSION ON THE 7th DAY OF APRIL 2026.

Joseph Armendarez

Joseph Armendarez
Chair

ATTACHMENT NO. 9

State of California - Department of Fish and Wildlife

2026 ENVIRONMENTAL DOCUMENT FILING FEE CASH RECEIPT

DFW 753.5a (REV. 01/01/26) Previously DFG 753.5a

Print | StartOver | Save

RECEIPT NUMBER:
36 — 03/19/2026 — 183

STATE CLEARINGHOUSE NUMBER *(If applicable)*
N/A

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY	LEAD AGENCY EMAIL	DATE
City of Fontana	-	03/19/2026

COUNTY/STATE AGENCY OF FILING	DOCUMENT NUMBER
San Bernardino	-

PROJECT TITLE

Master Case No. 18-000053; Tentative Parcel Map No. 18-000005 (TPM No. 19950), and Design Review No. 18-000010

PROJECT APPLICANT NAME	PROJECT APPLICANT EMAIL	PHONE NUMBER
Carl VanDerHoek-Architect	cvanderhoekarch@gmail.com	(714) 308-7662

PROJECT APPLICANT ADDRESS	CITY	STATE	ZIP CODE
4109 E. Ferwood Avenue	Orange	CA	92869

PROJECT APPLICANT *(Check appropriate box)*

☑ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☐ Private Entity

CHECK APPLICABLE FEES:

☐ Environmental Impact Report (EIR)	$4,227.50	$	0.00
☐ Mitigated/Negative Declaration (MND)(ND)	$3,043.75	$	0.00
☐ Certified Regulatory Program (CRP) document - payment due directly to CDFW	$1,437.25	$	0.00

☑ Exempt from fee
- ☑ Notice of Exemption (attach)
- ☐ CDFW No Effect Determination (attach)

☐ Fee previously paid (attach previously issued cash receipt copy)

☐ Water Right Application or Petition Fee (State Water Resources Control Board only)	$850.00	$	0.00
☑ County documentary handling fee		$	50.00
☐ Other		$	

PAYMENT METHOD: #163407

☐ Cash ☐ Credit ☑ Check ☐ Other

TOTAL RECEIVED $ 50.00

SIGNATURE	AGENCY OF FILING PRINTED NAME AND TITLE
X [signature]	Alicia Meza, Deputy Clerk

ORIGINAL - PROJECT APPLICANT | COPY - CDFW/ASB | COPY - LEAD AGENCY | COPY - COUNTY CLERK | DFW 753.5a (Rev. 01012026)

DATE FILED & POSTED
Posted On: 03.19.26
Removed On: 04.24.26
Receipt No: 36-03192026-183

FONTANA
CALIFORNIA

NOTICE OF EXEMPTION

TO: ☒	Office of Land Use and Climate Innovation State Clearinghouse P. O. Box 3044, Room 113 Sacramento, CA 95812-3044	FROM: (Public Agency)	Name: Address: Telephone:	City of Fontana 8353 Sierra Ave, Fontana CA 92335 909-350-6656
☒	Clerk of the Board of Supervisors or County Clerk (Include County name) Address:			

2026 MAR 19 AM 8:54
SAN BERNARDINO COUNTY
CALIFORNIA
CLERK OF THE
BOARD OF SUPERVISORS

1. Project Title:	**Master Case No. 18-000053; Tentative Parcel Map No. 18-000005 (TPM No. 19950), and Design Review No. 18-000010**
2. Project Applicant (include address, telephone number and email address):	**Carl VanDerHoek Architect (714) 308-7662 cvanderhoekarch@gmail.com 4109 E. Ferwood Avenue Orange, CA 92869**
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):	**The project site is located north of Hilton Drive and east of** Redwood **Avenue (APN: 1110-151-03)**
4. (a) Project Location – City: Fontana	(b) Project Location – County: San Bernardino
5. Description of nature, purpose, and beneficiaries of Project:	**Request to split one parcel into two parcels and for site and architectural review to develop two industrial commerce center buildings totaling 71,985 square feet (Building No. 1 will have 41,218 square feet and Building No. 2 will have 30,767 square feet) and associated on-site and off-site improvements on a 3.98 acre site.**

6. Name of Public Agency approving project:	City of Fontana
7. Name of Person or Agency undertaking the project, including any person undertaking an activity that receives financial assistance from the Public	**Carl VanDerHoek** **Architect** **(714) 308-7662** **cvanderhoekarch@gmail.com** **4109 E. Ferwood Avenue** **Orange, CA 92869**
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:	
8. Exempt status: (check one)	
(a) ☐ Ministerial project.	(Pub. Resources Code § 21080(b)(1); State CEQA Guidelines § 15268)
(b) ☐ Not a project.	State CEQA Guidelines 15050(c)(2)-(3)
(c) ☐ Declared Emergency	(Pub. Resources Code § 21080(b)(3); State CEQA Guidelines § 15269(a))
(d) ☐ Emergency Project.	(Pub. Resources Code § 21080(b)(4); State CEQA Guidelines § 15269(b),(c))
(e) ☒ Categorical Exemption. State type and section number:	**Exempt under Section 15332, Class 32 (Infill Development) of the California Environmental Quality Act**
(f) ☐ Statutory Exemption. State Code section number:	
(g) ☐ Other. Explanation:	

CLERK OF THE
BOARD OF SUPERVISORS
2026 MAR 19 AM 8:54
SAN BERNARDINO COUNTY
CALIFORNIA

9. Reason why project was exempt:	**The proposed Project is categorically exempt from CEQA pursuant to CEQA Guidelines Section No. 15332 (Class No. 32 – Infill Development). The project meets the CEQA requirements of Infill: (1) The Project is consistent with the Light Industrial (I-L) designation of the General Plan and the West End Specific Plan - BP-3 zoning district; (2) The Project Site is less than five (5) acres (3.98 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 industrial project. Further, none of the exceptions in CEQA Guidelines section 15300.2 apply to the Project.**
10. Lead Agency Contact Person: Telephone:	Salvador Quintanilla, Senior Planner 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 ☒ No ☐ If yes, the date of the public hearing was: March 17, 2026	

Date: March 18, 2026

Signature

Name: DiTanyon Johnson

Title: Planning Manager

☒ Signed by Lead Agency ☐ Signed by Applicant

CLERK OF THE BOARD OF SUPERVISORS
2026 MAR 19 AM 8:55
SAN BERNARDINO COUNTY CALIFORNIA

Date Received for Filing: 3/19/2026

(Clerk Stamp Here)

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

CLERK OF THE
BOARD OF SUPERVISORS
2026 MAR 19 AM 8:55
SAN BERNARDINO COUNTY
CALIFORNIA

FONTANA
CALIFORNIA

NOTICE OF PUBLIC HEARING

SI DESEA INFORMACION EN ESPAÑOL REFERENTE A ESTA NOTIFICACION O PROYECTO, FAVOR DE COMUNICARSE AL (909) 350-6728.

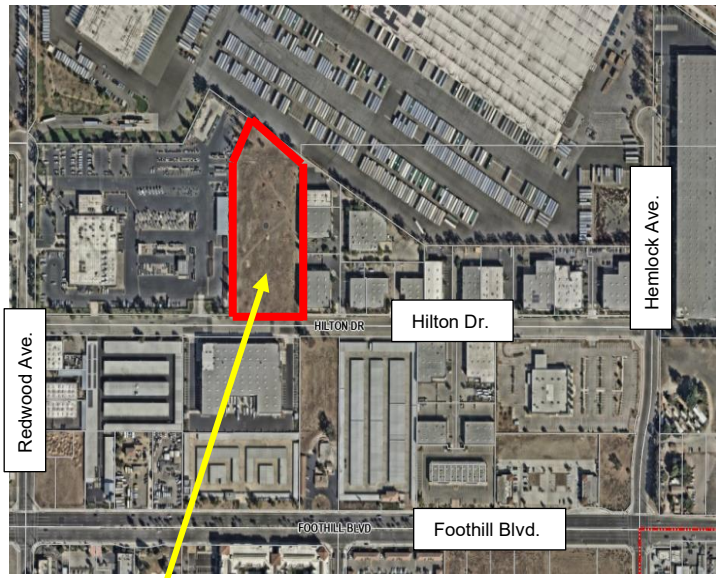
In compliance with Section No. 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Section No. 12132) and the federal rules and regulations adopted in implementation thereof, the Agenda will be made available in appropriate alternative formats to persons with a disability. Should you need special assistance to participate in this meeting, please contact the Planning Department by calling (909) 350-6718. 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. 26-001 & Master Case No (MCN). 18-000053

A request by Supporters Alliance for Environmental Responsibility ("SAFER") ("The Appellant") to appeal the Planning Commission's decision on March 17, 2026, which approved Master Case No. 18-000053 for Tentative Parcel Map No. 18-000005 (TPM No. 19950), and Design Review No. 18-000010 along with the Categorical Exemption (Section 15332, Class No. 32 – Infill Development) to divide (1) parcel into two (2) and for site and architectural approval for the development of two (2) new industrial commerce center buildings, Building No. 1 will have 41,218 square feet and Building No. 2 will have 30,767 square feet, and with associated site improvements, on 3.98 acres, located north of Hilton Drive and west of Hemlock Avenue, and identified as Assessor Parcel Numbers 1110-151-03.

Environmental Determination: On March 17, 2026, the Planning Commission adopted a Categorical Exemption for the development of the property for Master Case No. 18-000053: Tentative Parcel Map No. 18-000005 (TPM No. 19950), and Design Review No. 18-000010, 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 on the north side of Hilton Drive and west of Hemlock Ave. (APN No.: 1110-151-03)

Date of Hearing: May 12, 2026

FONTANA
CALIFORNIA

Place of Hearing: Steelworkers' Auditorium
8437 Sierra Avenue
Fontana, CA 92335

Time of Hearing: 2:00 P.M.

Should you have any questions concerning this project, please contact **Alexia Barberena, Associate Planner**, at 909-350-6568 or by e-mail at abarberena@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 ANY ACTION TAKEN CONCERNING THIS ITEM IN COURT, 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 PROVIDED TO THE CITY AT, OR PRIOR TO, THE PUBLIC HEARING.

Publish date: May 1, 2026

File #: 26-1074
Agenda #: B.

Agenda Date: 6/23/2026
Category: Public Hearing

FROM:
Finance

SUBJECT:
Quarterly Lien Action for Delinquent Sewer, Solid Waste and Weed Abatement Accounts

RECOMMENDATION:

1. Authorize staff to complete and record lien against real property for those sewer accounts sixty days or more delinquent, solid waste accounts more than ninety days delinquent, and for properties with delinquent weed abatement charges outstanding as described in attached resolutions and written reports and to direct staff to file for the recording of liens for such properties.

2. Adopt **Resolution No. 2026-060,** of the City Council of the City of Fontana authorizing the collection of certain annual wastewater and solid waste service charges, including delinquent charges for each service, on the County property tax rolls and determining and record liens against current delinquent parcels.

3. Adopt **Resolution No. 2026-061** of the City Council of the City of Fontana adopting the statement of unpaid expenses for weed abatement and imposing a lien against real property for payment thereof.

COUNCIL GOALS:

- To operate in a businesslike manner by becoming more service oriented.
- To practice sound fiscal management by developing long-term funding and debt management plans.
- To improve public safety by increasing operational efficiency, visibility, and availability.

DISCUSSION:
Public Hearings on proposed liens are scheduled quarterly to allow for timely collections and recording of indebtedness. The lien process protects revenues due to the City which would have otherwise been subject to loss through skipped accounts or property transfers.

The proposed written reports (one each for sewer, solid waste and weed abatement) are on file with the City Clerk. Each property owner has had notification provided as required by state law regarding the public hearing and intent to record the lien amount, as well as regular billing notification and legal advertisement as required by City Code. Further, with respect to Weed Abatement, all property owners had the opportunity to protest weed abatement citations through an administrative hearing

process.

The lists recommended for adoption contain the following;

Type of Account	Number of Properties	Current Lien Amount	Receivables Protected to Date
Sewer	374	$97,244.15	$4,618,900.88
Solid Waste*	96	$49,033.59	$9,685,536.71
Weed Abatement	67	$75,197.85	$4,376,201.00

*Collections are payable to Burrtec Waste and should be made directly to them.
Numbers subject to change if payments are collected

An administrative fee will be included to offset the City's costs to record the lien, as well as the County fee associated with release of the lien to ensure that property titles are cleared once payment has been made. All properties with unpaid liens as of July 1st will be subject to having the remaining amounts placed on the property tax rolls for collection through separate City Council action.

FISCAL IMPACT:
The approval of this item will result in liens totaling approximately $221,475 being recorded with the San Bernardino County Recorder's Office and other applicable County offices. These recorded liens will remain in effect until paid and, if still unpaid, will be included in the City's next annual process to place delinquent charges on the County property tax roll for collection. This action will help prevent increases in customer charges due to uncollectible accounts. The Sewer lien list receivable amount has been included as revenue in the Sewer Operations Maintenance Fund for current and prior budget periods. Recording the solid waste liens strengthens Fontana solid waste's ability to collect, thereby increasing the amount generated by the 12% franchise fee remitted to the City

MOTION:
Approve staff recommendation.

RESOLUTION NO. 2026-060

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, AUTHORIZING THE COLLECTION OF CERTAIN ANNUAL WASTEWATER AND SOLID WASTE SERVICE CHARGES, INCLUDING DELINQUENT CHARGES FOR EACH SERVICE, TO BE COLLECTED ON THE SAN BERNARDINO COUNTY ANNUAL PROPERTY TAX ROLL, DETERMINING THAT CURRENT DELINQUENT CHARGES CONSTITUTE A LIEN UPON PROPERTY, AND MAKING CERTAIN FINDINGS AND TAKING OTHER ACTIONS RELATED THERETO

WHEREAS, the City of Fontana (the "City") City Council (the "City Council") has by prior resolutions established rates and charges for the provision of sewer and wastewater services (the "Wastewater Charges") and solid waste collection services (the "Solid Waste Charges") (collectively, the Wastewater Charges and Solid Waste Charges are the "Charges"); and

WHEREAS, pursuant to section 5473 *et seq.* of the Health and Safety Code, the City may collect the Charges, including delinquent Charges, on the San Bernardino County (the "County") annual property tax roll in the same manner, at the same time as, together and not separately from, its general taxes; and

WHEREAS, pursuant to section 5473 of the Health and Safety Code, the City Council desires to authorize the collection of the Charges for both the wastewater and solid waste services on the tax roll; and

WHEREAS, the City Council further desires to authorize the collection of any delinquent Charges for both the wastewater and solid waste services on the tax roll pursuant to Health and Safety Code, section 5473a, and further desires at this time to record a lien against parcels of property currently delinquent with said wastewater and solid waste service Charges and has caused to be prepared a written report for each Charge (each a "Written Report"), copies of which are attached hereto as Exhibit "A" and Exhibit "B" and by this reference incorporated herein, to be prepared and filed with the City Clerk containing the description of each real property parcel which has delinquent Charges outstanding and the amount of the Wastewater Charges and Solid Waste Charges thereon; and

WHEREAS, the City Clerk caused a notice of the filing of the Written Reports and of the time and place of the public hearing thereon to be published in a newspaper of general circulation all in accordance with section 5473.1 of the Health and Safety; and

WHEREAS, the City has also provided written notice to each parcel of property subject to the lien for delinquent Charges pursuant to section 5473.1; and

WHEREAS, at the time stated in the notice being the 23rd day of June, 2026, at 2:00 p.m., the City Council conducted the public hearing on the Written Reports and heard and considered all objections or protests thereto, and has determined and hereby finds that protests have not been made by the owners of a majority of the separate parcels of real property described in the Written Reports for any delinquent Charges; and

WHEREAS, approval of this Resolution shall authorize the collection of Wastewater Charges and Solid Waste Charges, including any delinquent Wastewater Charges and Solid Waste Charges on the County property tax rolls each year and shall constitute a lien against the parcel or parcels of land in accordance with section 5473 *et seq.* of the Health and Safety Code; and

WHEREAS, approval of this Resolution shall also constitute a lien against the delinquent parcels of land included in the attached Written Reports in accordance with section 5473 *et seq.* of the Health and Safety Code.

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

Section 1. Recitals. The City Council hereby finds and determines that the above recitals are true and correct and are incorporated herein by this reference.

Section 2. Authorization. The City Council hereby authorizes the collection of the Wastewater Charges and Solid Waste Charges in the future on the County property tax roll, including any delinquent Wastewater Charges and Solid Waste Charges, to be imposed thereon, and this Resolution has been adopted by at least two-thirds of the members of the City Council.

Section 3. Written Report Approval. The Written Reports filed with the City Clerk contain the description of each real property parcel which is currently delinquent in the payment of the Wastewater Charges and Solid Waste Charges and the Written Reports are therefore approved and adopted.

Section 4. County Recorder's Office. The City Clerk, or designee thereof, is hereby directed to file for record with the County Recorder's Office a copy of the Written Reports, with a statement endorsed thereon over his or her signature that the Written Reports have been fully adopted by the City Council, together with a certified copy of this Resolution, and shall request that they be recorded as a lien against the parcels contained therein.

Section 5. County Tax Roll. The Wastewater Charges and Solid Waste Charges, including any delinquent Wastewater Charges and Solid Waste Charges, shall be forwarded to the County Tax Collector for collection on the County Property tax roll in the same manner, by the same person, at the same time, together with and not separate from the general taxes, against the property to which they relate, and shall constitute liens on the property in the amount of the Charges, including any delinquent Charges, to be added to the tax bill next levied against each property.

Section 6. Future Proceedings. The City Council shall comply with section 5473 *et seq.* and cause to be prepared the written report each year the Charges are to be enrolled on the property tax roll pursuant to section 5473 and 5473a of the Health and Safety Code, and the City Clerk shall cause a notice of public hearing pursuant to section 5473.1 of said code each year in compliance with the Health and Safety Code.

Section 7. CEQA. This action has been reviewed per the authority and criteria contained in the California Environmental Quality Act (CEQA), the State and local CEQA Guidelines, and the City's environmental regulations. The City, acting as the lead agency, determined that the resolution is not subject to CEQA pursuant to Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3) of the State CEQA Guidelines, because it will not result in a direct or reasonably foreseeable indirect physical change to the environment as there is no possibility that the action would result in a significant environmental impact, and because it does not constitute a “project” as defined in Section 15378 of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3.

Section 8. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions or applications, and to this end the provisions of this Resolution are declared to be severable.

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

APPROVED AND ADOPTED this 23rd day of June 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 resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting held on the 23rd day of June, 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"

WRITTEN REPORT OF ASSESSOR'S PARCELS

DELINQUENT WASTEWATER SERVICE CHARGES

[Report Attached on Following Pages]

Parcel No	Name	Balance Due	Service Address
019121137	Sandoval, Jose Living Trust 6/23/202*	$135.71	16431 Orange
019214402	Garcia, Josue	$130.85	8575 Emerald
019316105	AMG BROS CORPORATION	$492.80	9190 Sierra
019225110	Siddiqi, Sajid	$223.16	17525 Arrow
025422156	PCW PROPERTIES, LLC.	$231.14	17114 Slover
025422135	PCW PROPERTIES, LLC. Unit L101	$1,155.66	17216 Slover
019217107	Ustrell, Sandro	$223.16	8855 Sierra
019105122	Garcia Jr., Jose	$447.16	16379 Foothill
023809183	Yates Commerce Assoc	$738.99	10721 Business
022909150	Fontana Capital Llc	$1,379.84	13655 Foothill
019418325	Daoud, Jabral	$98.56	17682 San Bernardino
019331112-1	D4K Holdings Inc	$133.56	9792 Sierra
111026129	Ibarra, Rosa Maria	$79.30	15532 Elaine
023809175	Ayres, Richard	$258.06	10720 Mulberry
023522153	Sunrise Ford	$1,540.28	16005 Valley
019127406	Aguilera, Samuel K	$98.56	8561 Nuevo
024608126	Diab, Diab	$689.92	18150 Arrow
019316131	Amarikwa, Linus	$98.56	9176 Sierra
019212113	Luong, Tho Phuco	$133.56	17460 Arrow
019222137	Serrano, Daniel	$98.56	17345 Arrow
019409101	Ibrahim, Ibrahim M	$124.60	9399 Sierra
110077108	Chado, Richard & Anthony	$591.36	7391 East
019225209	Hch Investments Llc	$98.56	17695 Arrow
019130332	Padilla, Marin	$787.64	8836 Sierra
019202206	Tan, Rocio Revocable	$73.95	8285 Wheeler
019130319	Maria Ong	$98.56	8832 Sierra
019413226	Layman, Carolyn	$79.30	17232 Fontlee
019327130	Pester House TR 11/26/13	$158.60	9605 Oleander
019210213	Kessler, John	$158.60	17341 Ivy
019227110	Soriano, Fernando	$79.30	8804 Tangelo
019102112	Hunt, Chas	$79.30	16268 Ivy
019201106	Rupar, Gary	$223.16	8171 Sierra
019223511	Piz, Juana P	$101.51	8642 Encinitas
019214138	Reddy, Mallu Campos, Ruth	$223.16	8560 Wheeler
019027108	Toms, Kenneth	$79.30	17472 Barbee
019127307	Vasili Trust Ivan & Iva	$591.36	16803 Arrow
019116206-1	Lancet Contracting Inc	$223.16	16786 Arrow
019116206	Lancet Contracting Inc	$223.16	16784 Arrow
019011109	Manzanares, Rudolfo	$79.30	7956 Juniper
019420338	Mc Lellan, Robert	$158.60	9060 Tamarind

019111220	St Luke's Church	$174.46	8321 Chantry
019111203	St Luke's Church	$158.60	8331 Chantry
019207146	Silva, June	$79.30	17129 Upland/8295 Mango
019308144	CYPRESS MANOR HOLDINGS LLC	$158.60	9242 Cypress
019026209	Estrada, Melquix	$79.30	17387 Fairview
019128203	Malinowski, Ed	$138.80	8665 Rosena
019422316	SM Desert Prop LLC. Pfasf, Shawn	$158.60	17229 Hibiscus
019321265	Laliberte, Shirley	$79.30	9630 Juniper
019217104	Labra Investment LLC	$599.48	8885 Sierra
019101117	Mizysak, Dorothy, Dan & Mary Fam TR	$411.32	16235 Foothill
019424115	Mizysak, Dorothy	$158.60	17379 Holly
019201105	Rupar, Gary	$411.32	8181 Sierra
019403205	Heroes Church	$158.60	9260 Mango
019406233	Humenik, Raymond	$79.30	17476 Randall
019409136	Oana, Nick	$71.12	9327 Sierra
019210247	Carlson, Teresa	$79.30	17446 Upland
019425132	Loera, Florencio	$79.30	17156 Manzanita
019408329	Wood, Jr John	$79.30	17576 Pinedale
019420226	Howell, Samantha Estate	$79.30	17486 Orchid
019430102	Stevens, Samuel	$158.60	17480 Fontlee
019420208	Hale, Mike	$101.08	17379 Orchid
019102205	Mizysak, Dorothy, Dan & Mary Fam TR	$432.47	16111 Ivy
019421507	Bonani, Gary	$79.30	17373 Pine
019414151	Santo, Bryan	$79.30	9629 Blanchard
019408414	Botsford, Thomas	$78.80	17679 Pinedale
019230205	Johnson, Thomas M	$79.30	17616 Upland
019230303	Gall, Michael	$79.30	17605 Upland
019333214	Citrus Nursing Cntr	$1,046.76	9440 Citrus
019230210	Tannler, Maria M	$158.60	17635 Ivy
019315151	Golden Properties Inc	$223.16	9008 Sierra
019223210	Valencia, Alice	$79.30	17440 Orange
019333211	Citrus Villa Retirmt	$182.39	9448 Citrus
024925114	Lapioli, John	$158.60	9119 Amber
019233109	Ortiz, Jorge	$79.30	17597 Orange
111036124-1	R&b Auto Sales	$197.12	16020 Foothill
019432114	Accor Economy Lodging-249	$642.30	10195 Sierra
019303220	Saterfiel, Kenneth	$79.30	9141 Pinyon
019227152	Collins, Winnifred	$158.60	17509 Ceres
019330119	Piazza Apartments	$4,430.00	9971 Juniper
019331112-2	D4K Holdings Inc	$133.56	9780 Sierra
019332108	Rossmoine, Harry	$158.20	9651 Cherimoya
019211204	Carter, Ronald	$158.60	17331 Seville
019109138	Friedman, Gerald S	$98.56	16635 Foothill

023528124	Cruz, Marco	$79.30	9953 Lime
019005110	Amezcua, Rosa	$79.30	16305 Fairfax
019324307	Segel, Gilbert N.	$887.04	9530 Sierra
024121140	Hernandez, Refugio	$79.30	7445 Tamarind
019332143	Cardoza, Carlos A	$79.30	15930 San Bernardino
023817178	Arras, Henry	$98.56	11611 Industry
024111121	Santos, Maria E	$158.60	7654 Blanchard
023526180	Martinez & Montejo	$158.60	9870 Poplar
023526152	Swason, Misti	$79.30	9865 Lime
023526151	Smullen, Steve	$79.30	9875 Lime
025129228	Campos, Francisco	$79.30	9770 Date
019003109	Strotz, Charles & Deborah	$79.30	16125 Reed
024123150	Alaniz, Gilbert	$79.30	7540 Pepper
024322143	Sickel, Virgie	$79.30	17750 Mesa
024303122	Laurel Conv Hospital	$4,099.81	7509 Laurel
024112227	Engel, Steve	$158.60	17355 Jackson
023634109	Rodican, Gary	$79.30	14067 Monterra
024110271	Whiteley, Raymond	$79.30	7594 Kaiser
019213343	Crouch, Allen G.	$411.32	17690 Arrow
024624414	Rojas, R.c. & P.r.	$79.30	18010 Dorsey
019309225	Mi Casa Holdings LTD	$98.56	16501 Merrill
111035155	Marquez, Justin, Ashley	$158.60	15760 Reed
111034130	Johnson, Lois	$79.30	7820 Eugenia
023636131	Wise, Andrew	$79.30	11636 Fernwood
024302123	Scholtz, Gilbert	$158.60	7425 Laurel
024028216	Castro, Olga P	$79.30	17248 Woodhill
024028224	Hagewood, Gary	$158.60	17284 Lurelane
023650138	Osollo, Antonio	$79.30	14366 Chaparral
023729240	Cuevas, Richard	$79.30	14570 Mountain High
023648128	Miller, Everett	$79.30	11820 Rustic
023648155	Rodriguez, Noe	$72.47	14468 Oakknoll
023648107	Mack, Peter J	$79.30	11808 Autumn
023712217	J-m Manufacturing	$645.15	10990 Hemlock
023646206	Gonzalez & Vanderpool	$79.30	14194 Longview
024032103	Adli, Kayum	$158.60	17135 Micallef
024032131	Johnson, Kevin, Megan	$79.30	17221 Whatley
024032231	Alexander, Richard	$137.90	7169 Kaiser
024108122	Lopez, Samuel	$79.30	16858 Miller
023659128	Sena, Edward	$158.60	14418 Shadow
110033207	Craven, Mike	$79.30	13741 Boston
019347223	Richardson, Bryan	$300.36	16340 Windcrest
111003142	Hulsey, Tommie	$158.60	14921 Golden
111003161	Robinson, Gregory	$79.30	14951 Blue Lake

111003157	Girardot, Yolanda	$79.30	7341 Harvest
023739170	Machuca, Evelyn	$79.30	11821 Cardinal
019353123	Rodriquez, Mario	$212.15	11770 Malagon
023817446	Aqua Serve Eng.	$1,290.30	13560 Colombard
023720125-1	Fontana Southridge Partners LP	$1,540.28	11673 Cherry
111025107	Quarles, Gwendolyn Living TR 10/7/15	$147.90	15355 Sandhurst
019360478	Ireifej, Ayed	$379.66	11467 Aberdeen
025123301	Gonzales, Umberto	$158.60	9895 Oleander
110066124	Barnard, Linda	$79.30	8056 San Tropez
019126307	Fontana Histor Soc	$79.30	8863 Pepper
019207320	Cayon, Mark	$79.30	17283 Seville
019029214	Hamilton, Jerry	$79.30	17567 Fairfax
019032133	Labra Investments LLC	$197.12	17696 Foothill
019116221	City of Fontana	$179.20	16767 Spring
019130129	Rhie Property Llc	$98.56	16724 Merrill
019412254	Rodriquez, Ricardo	$79.30	9645 Acacia
019026204	Blanton, Rayfus	$79.30	17337 Fairview
019126101-1	Medrano, Telesforo Shannak, Jamal	$98.56	16522 Merrill
019308109	Perez, Cecilia M	$79.30	9198 Cypress
019130317	Ong, Marie	$295.68	8818 Sierra
019016204	Hightech Floor Covering Inc	$223.16	16756 Foothill
019424177	Moscrop, William	$79.30	9507 Palmetto
019222138	Happyland Equity Llc	$591.36	17487 Arrow
019316103	Guerra Norma	$887.04	9146 Sierra
019410101	Facundo, Fuentes	$223.16	9491 Sierra
019312142	Valenzuela, Virginia	$79.30	9120 Juniper
019429117	Viveros, David & Teresa LV TR	$79.30	17671 Fontlee
019420220	Harley, Jim	$79.30	17350 Orchid
019304147	Holguin, Sammie	$79.30	16275 Dianthus
024120102	Roybal, George	$79.30	7622 Alder
019425128	Ragan, Daniel	$79.30	17190 Manzanita
019420321	Alsaddi, Yousseif	$79.30	17470 Hibiscus
019310141	Nickell, Virgil	$79.30	9187 Cypress
019411261	Rodriguez, Francisco	$79.30	9592 Mango
025107341	Galardi Group	$197.12	10056 Sierra
019344157	Duarte, Dilsa	$79.30	9476 Briarwood
019025175	Monge, Honoria	$79.30	7738 Encinitas
019025148	Senewiratne, Rohith Alexius Pinto	$79.30	17341 Fairfax
023814208	Southwire Co	$70.38	11695 Pacific
019125125	Zabolotskikh, Alexey	$492.80	16565 Orange
024123157	Barahona, Maria	$79.30	16520 Elaine

023512125	Smith, Claudia	$79.30	9766 Poplar
023514124	Smith, Claudia	$79.30	9769 Poplar
111036124-1	R&b Auto Sales	$98.56	16020 Foothill
023714111	Duke Realty	$903.21	10905 Beech
019215127	Casey, Kim	$98.56	16920 Orange
019218211	Sorour, Sam Soroor, Hany	$197.12	17185 Arrow
023527314	Tripp, Michele	$79.30	9765 Sycamore
024030210	Martinez, Marcelino	$79.30	17018 Farwell
019001354	Nelson, Macietta	$79.30	7736 Elwood
024031149	Gatenby, Thomas	$79.30	6652 Carmel
024329129	Sifuentes, Antonio	$79.30	7829 Grace
110024112	Moran Karina	$79.30	7954 Barton
024035111	Tillett, Laurence & Debra	$79.30	17034 Cambria
110024129	Alvareze, Clemence	$79.30	13590 Amanda
111004179	Tambunan, Omry	$79.30	15037 Snapdragon
019235141	Openshaw, Robert	$79.30	17300 Ceres
023654120	Manegdeg, Gil	$79.30	11841 Perlita
023814307	130** JURUPA LLC	$82.11	13055 Jurupa
019359104	Escobar, David	$139.00	11412 Citrus Glen
024115207	Camarena, John	$79.30	16235 Montgomery
111007150	Rosales, Rosa M Rev Liv TR	$79.30	7562 Plumaria
023720125-3	Fontana Southridge Partners	$2,464.00	11647 Cherry
019360433	Johnson, Beverley	$139.00	11599 Gold Hill
019362254	Ruiz Trust 4/11/2016	$139.00	11448 Hideaway
019353218	Arevalo, Teresa	$139.00	15671 Willow
019353214	Baker, Melvis	$139.00	15699 Willow
019354233	Hernandez, Paul G	$139.00	15424 Martos
111035109	Ruffo, Carlos	$79.30	7780 Almeria
110066239	Ibanez, Raymond	$158.60	8063 Riviera
019127423	Molina, Pedro	$223.16	8550 Sierra
024119421	Lopez, Rene	$79.30	7536 Elwood
025131101	Quintana, Dolores	$79.30	16101 Tullock
023733173	Carrillo, Ceser	$79.30	11991 Sherwood
111006144	Haro, Blanca	$79.30	15185 Geranium
019362104	Walker, Michael & Kimberly	$139.00	16218 Valleyvale
019032137-2	Loth, David	$2,104.76	17500 Foothill
023634121	Munoz, Gerardo, Karina	$79.30	13947 Monterra
019006134	Rojas de Rodriguez, Maria	$79.30	7811 Oleander
111035115	Popoca, Gregorio	$79.30	7815 Whitewood
024319147	Merino, J. Edmundo	$158.60	7998 Grace
022807103	Aguilera, Rogelio & Maria	$158.51	6788 Almeria
111030170	Magana, Jose	$158.60	7540 Cherimoya
022829306	Ramirez, Pablo A	$79.30	6614 Jacaranda

019360533	Allen, Arthur	$300.36	11464 Aberdeen
024113152	Acosta, Jose	$79.30	17415 Ramona
110040109	Sandoval, Raul	$79.30	8090 Park Lawn
019128207	Mercado, Cesar	$208.20	8633 Rosena
019354113	Mejia, Adolfo	$139.00	15464 Villaba
024028204	Mcferguson, Crystal	$158.60	17231 Woodhill
019102248	Ramirez, Eustolia	$79.30	16196 Upland
022859315	Sabaot, Marcus	$79.30	7173 Kitty Hawk
019102301	Roman, Amparo	$70.96	8295 Pinyon
110062141	Garza, Luis	$79.30	14083 Ticonderoga
019361330	Powdrill, Myrtle	$139.00	11438 Privet
110029225	Ortiz, Felix	$79.30	7444 Stanford
024037226	Briseno, Marcelino	$79.30	17132 Cerritos
019007160	Amezcua, Humberto	$79.30	7923 Date
019304112	Grijalva, Jesse	$79.30	16128 Randall
111009107	Norman, Eloise	$158.60	14908 Dandelion
019413136	Phou, Hy	$79.30	17195 Randall
019207215	Rodriguez, Gilberto	$79.30	17235 Owen
019223211	Quinonez, Sandra	$117.20	8673 Encina
110064104	Nyong	$79.30	7353 Siena
111026168	Brooks, Terri	$79.30	15516 Raymond
024034125	Andrade, Manuel	$79.30	17051 Fern
019218210	Sorour, Sam Soroor, Hany	$98.56	17165 Arrow
019115313-2	Fontana Teacher's Assoc.	$98.56	16850 Seville
019124103	Ehrman, Marc	$98.56	8608 Juniper
019201127	Rosenblum, Jerry A & Cheryl Rev Tr	$374.00	8137 Sierra
019130229	Andrade, Cristian, Jacqueline	$98.56	16806 Merrill
023515101-3	Fontana Unif Sch	$79.30	9820 Citrus
019231101	Melia Holdings LLC	$492.80	17509 Foothill
019311134	Cardenas, Junior	$197.12	16629 Merrill
023710134	CenterPoint Properties Trust	$81.92	10691 Poplar
019214108	Barreto, Nicolas	$98.56	8541 Sierra
019125136	Ceres Business Park, Llc	$394.24	16510 Ceres
019125137	Ceres Business Park Llc	$197.12	16534 Ceres
019125116-3	Ceres Business Park Llc	$1,161.27	16620 Ceres
023708112	Ohana-ohai Llc	$258.06	15305 Manila
025111126	Aldana, Robert	$150.33	17270 Valley
023210117-2	Loma Vista Llc	$1,478.40	16055 Foothill
025422156	PCW PROPERTIES, LLC.	$231.14	17084 Slover
110077108	Chado, Richard	$887.04	7337 East
019104131	Lang, Thomas	$98.56	16178 Arrow
019213312	Guzman, Tina	$197.12	17602 Arrow
019402324	Guzman, Jose T	$197.12	9057 Sierra

025422157-1	PCW PROPERTIES, LLC.	$462.26	17064 Slover
025422156	PCW PROPERTIES, LLC.	$462.26	17030 Slover
025422141	PCW PROPERTIES LLC	$399.22	16920 Slover
025422147	PCW PROPERTIES, LLC.	$1,617.92	17052 Slover
025422157-2	PCW PROPERTIES, LLC.	$231.14	17210 Slover-bldg I
019214106	Rodriguez, Alicia	$98.56	8551 Sierra
019438148	Sierra Crossroads Llc	$462.26	11255 Sierra
024604216	Brito Cousin Inc	$1,379.84	18080 Arrow
019311101	J & M Family Enter LLC	$197.12	8910 Juniper
111036120	American Legion Post 262	$98.56	15840 Foothill
024909106	Rajah Family Trust	$359.87	9653 Alder
110069111	Kurschner, Thomas	$223.07	7460 Cherry
023809187	Jasmine Sieroty Llc	$903.21	10681 Jasmine
019024119	Paul Phu Properties, Inc	$197.12	17218 Foothill
023619123	Outpost	$186.12	11081 Cherry
023607113	Conzonia, Joseph	$284.35	13831 Slover
023208178	San Gabriel Valley Water Co	$806.40	15966 Arrow
019217106	A & S Prof Real Estate Llc	$98.56	8867 Sierra
019115126	Juniper Seville Properties Llc	$98.56	8381 Juniper
025504134	Sierra Corner Llc	$197.12	10510 Sierra
110012155	ZUHA INVESTMENTS LLC	$98.56	8048 Cherry
024601161	Tmic Group Inc	$1,163.96	17725 Foothill
023605230	Trotter, Ronald	$98.56	14540 Slover
023803141	Watson Land Co	$1,164.04	13055 Valley
023803142	Watson Land Company	$1,129.04	13265 Valley
023806306	Appel Erwin & Essie Trust	$591.40	13369 Valley
023806311-1	Campbell Hawaii Investor Llc	$1,728.57	13479 Valley
023806311-2	Campbell Hawaii Investor Llc	$1,164.04	13481 Valley
022929139	Almeria Holdings Llc	$311.10	13450 Napa
023718112	Dct Prop Management Llc	$394.24	15750 Jurupa
019105113	Foothill Blvd Carwash LP	$71.68	16345 Foothill
024012143	Sunoaks LLC	$689.92	16944 South Highland
023422128	Harb Ahmad	$411.32	14675 Valley
111049102	CKA Martial Arts & Fitness	$98.56	14976 Foothill
111049108	Alfred Signs Londo, Fredy	$98.56	14976 Foothill
023612226	BTC III Fontana Log Center	$411.32	10855 Cherry
023424117	Rexford Ind Realty LP Victor Ramirez	$281.33	10156 Live Oak
111808370	Gabion Ranch Master Association	$300.65	5601 Montelena
023616179	BLV II CA 14019 Rose Ave	$387.09	14019 Rose
110081110	LEXIBRAND LLC	$281.33	7762 Edison
024108125	Mali & Assoc. Inc	$98.56	7672 Sierra
023514106	Valley Boulevard Fontana Holding Gr	$98.56	15762 Valley
023517117	BLV II CA 14928 Washington Dr	$387.09	14928 Washington

019403234	SIERRA FONTANA99 LLC	$197.12	9251 Sierra
025120309	March Bachli	$129.03	16726 Slover
023605247	Pinnacle Realty & Holdings LLC	$223.16	14562 Slover
025114128	CIVF VI-CA 1W02 LLC	$129.03	16288 Boyle
022826255	Highland Park of Fontana Comm Assoc	$98.56	14921 Gallery
023608149	Duke Realty Calabash LP	$387.09	13930 Santa Ana
025117257	Sierra Business Center	$1,020.32	16604 Slover
111804101	BCIF SIERRA IC LP	$281.33	5309 Sierra
024012137	Boukdis Trust 7/8/87	$223.16	17010 South Highland
023514104	158** Valley Blvd Investors LLC	$281.33	15894 Valley
023719142	AVL ENTERPRISES LLC	$98.56	11053 Catawba
025112133	Calabasas Property Inc	$223.16	10189 Citrus
111922168	MVP FONTANA I LLC	$258.06	6260 Mango
111842101	Lewis, Darius Bravo, Brittney	$139.00	16513 BOTANICAL
111842106	Garcia, Erika Perez, Samantha	$139.00	16495 BOTANICAL
111842101	Sauceda, Heidi, Jorge	$139.00	16505 BOTANICAL
111844101	Sandoval, Michael	$139.00	5136 Currant
111842101	Guess, Ronald, Ashley	$139.00	16470 BOTANICAL
022675362	Bustamante, Grace	$158.60	4780 Milkweed
022672225	LS-FONTANA LLC	$158.60	15994 Conservatory
110755143	Yang, Eliana	$79.30	16065 JAEGAR
110755127	Padua, Kriesler, Timothy	$158.60	16072 JAEGAR
110755115	Chen, Karl	$79.30	16035 OLIVAS
110755118	Yanquan Zhan, Shuping Xiao	$158.60	16036 OLIVAS
110755125	LG WELL LLC	$79.30	16085 OLIVAS
110755152	Johnny Pacio, Lea Marie Hua	$79.30	16062 OLIVAS
024040202	Sotomayor, Maria	$158.60	16100 Lumia
024040212	Gallon, Destiny D. Huff, Eilene	$158.60	16120 Lumia
024040209	Ramos, Mariela, Juan Carlos	$158.60	16126 Lumia
111844101	Perez, Claudine	$300.36	5132 Currant
022674221	LS-FONTANA LLC	$158.60	4822 Caterpillar
022675626	Roberts, Chastity	$79.30	15901 Blue Copper
024040205	Torres, David Hernandez, Mary	$79.30	16163 Lumia
022671244	LS FONTANA LLC	$79.30	15786 Conservatory
110755117	Zhang, Jinhua	$79.30	16031 Olivas
110755207	Liang, Qi	$79.30	16036 Esparza
022833401	Mahmoudi, Mike	$79.30	15931 Los Cedros
022675627	Guzman, Haley	$79.30	15889 Blue Copper
022675629	Nicdao, Joshua Paolo	$79.30	15893 Blue Copper
022674341	Calderon, Jessica	$158.60	4826 Habitat
022675361	Santana, Jovanny	$79.30	4782 Milkweed
022674332	Gachett, Kiana	$158.60	4775 Paulina

110843124	Esquizel, Ashley	$79.30	15577 Asana
110843121	Li, Zhang	$79.30	15592 Asana
110843122	Li, Zhang	$79.30	15589 Asana
022832301	Nijjar, Sanjeet	$79.30	6604 Citrus
022832305	Garcia, Marcelino	$79.30	6642 Citrus
022832306	Chavez, Luis, Concepcion	$79.30	6652 Citrus
022832307	Tello, Sergio	$79.30	6662 Citrus
022832310	Morales, Juanita	$79.30	6688 Citrus
022833303	Carey, Pearline	$79.30	6732 Citrus
110755208	Pinto, Jack	$79.30	16042 Esparza
023907125	I-15 LOGISTICS LLC	$81.92	4121 Lytle Creek
023515222	Serrano, Jose, Marta	$258.06	15990 Valley
110755225	Vineet, Vyas	$79.30	16096 Esparza
111840101	TPG AG EHC III CA 2 LP	$139.00	16556 Forest
023610123	Horning, Benjamin	$750.53	14457 Slover
111844101	Ota, Malinda	$139.00	5159 Currant
110755209	Barajas, Yarely	$158.60	16044 Esparza
110755215	Perez, Ronaldo	$158.60	16064 Esparza
110755218	Mohanty, Elan	$158.60	16074 Esparza
110755219	Guerra, Bairon	$79.30	16076 Esparza
110805101	Taher, Shams Shams, Azza	$185.79	6285 Lytle Creek
110755222	Zhang, Jinhua	$130.85	16086 Esparza
110843125	Arafat, Ahmed Elgazery, Sarah	$79.30	6343 Moonfire
110843128	Steward, Laura	$79.30	6357 Moonfire
022672242	MRP HNHB LLC	$174.46	15919 Conservatory
022672218	MRP HNHB LLC	$174.46	15916 Conservatory
0226672219	MRP HNHB LLC	$174.46	15926 Conservatory
111844105	Araba, Aira Madel Pascual, Bimborneo	$486.49	5167 Currant
111844106	Meneses, Benjamin, Blanca N.	$416.99	5169 Currant
110755217	Gray, Jacob Bobabilla, Isabella	$79.30	16072 Esparza
110755220	Chqo, Chen Wang, Mingchen	$79.30	16082 Esparza
111844328	Richmond American Homes	$347.50	5157 Loquat
111844305	Zamora, Daniel, Evelyn c.	$416.99	5165 Loquat
111844132	Richmond American Homes	$416.99	16511 Shallot
111844135	Richmond American Homes	$486.49	16535 Shallot
023613127	Duke Realty 14801 Slover LP	$87.68	14801 Slover
		$97,244.15	

EXHIBIT "B"

WRITTEN REPORT OF ASSESSOR'S PARCELS

DELINQUENT SOLID WASTE SERVICE CHARGES

[Report Attached on Following Pages]

Parcel Num	Owner Name	Owner Address	Curr Total
0190013010000	BRUMELL, CARLTON	7794 CARTILLA AVE	142.89
0190321330000	LABRA INVESTMENTS LLC	1881 MARCELLA AVE	174.27
0191161180000	CITY OF FONTANA	8353 SIERRA AVE	142.89
0191163240000	CITY OF FONTANA	8353 SIERRA AVE	594.62
0191182360000	PULIDO, VIDAL ANAYA	16269 CERES AVE	219.13
0191241100000	LOPEZ, DAVID ALVAREZ	16628 ORANGE WAY #1	481.56
0191241540000	KAA PROPERTIES LP	4900 SANTA ANITA AVE #2C	368.67
0191261010000	SHANNAK FAMILY REVOCABLE TR 2/	9448 LEMON AVE	402.42
0191272170000	MERENDA, MARTHA ANN TRUST 05/24/18	17161 UPLAND AVE	577.74
0191274400000	CITY OF FONTANA	8353 SIERRA AVE	224.53
0191282110000	ROBLES, RAUL	4672 MAXWELL CT	368.67
0191302290000	ANDRADE, CRISTIAN P	5808 HELLMAN AVE	174.27
0192011050000	RUPAR, GARY J	8201 SIERRA AVE	487.33
0192011060000	RUPAR, GARY J	8201 SIERRA AVE	841.38
0192121130000	LUONG & NGUYEN FAMILY TRUST 08	3220 COSBEY AVE	748.05
0192133120000	FWK017 LLC	208 S GRAND AVE	594.15
0192151040000	BLUE HOMES GROUP LLC	2416 WALNUT GROVE AVE	174.27
0192151270000	KIM, CASEY	16920 ORANGE WAY	127.08
0192171030000	LABRA INVESTMENT LLC	1881 MARCELLA AVE	733.17
0192221380000	HAPPYLAND EQUITY LLC	276 S WINDSOR BLVD	1,210.41
0193051040000	HOUSING AUTHORITY OF SAN BERNA	1053 N D ST	670.47
0193111040000	ARTEAGA, NORMA LIDIA MIRANDA	8944 JUNIPER AVE	230.00
0193111340000	CARDENAS, COSME	16629 MERRILL AVE	594.15
0194011250000	DIAB, WAEL	2215 W ARTESIA BLVD	277.30
0194183220000	ALSADDI, YOUSSEIF	17470 HIBISCUS	218.05
0194342160000	LOT 63 TRUST 1-18-07 - EST OF	8341 STAR VIEW DR	450.82
0194431420000	PAN PACIFIC MILLENNIUM INC	611 SKYLINE DR	142.89
0226756250000	ESCOBAR, LIANNA ELIZABETH DOROTHY	26904 BLUE COPPER WAY	195.57
0227901400000	BASELINE CAPITAL VENTURE LLC	13500 BASELINE AVE	1,837.19
0228152250000	GLEN AT FONTANA BORROWER LLC	850 LARCHMONT BLVD #201	193.06
0228152360000	GLEN AT FONTANA BORROWER LLC	850 LARCHMONT BLVD #201	244.86
0228152490000	GLEN AT FONTANA BORROWER LLC	850 LARCHMONT BLVD #201	255.78
0232191010000	WALKER, SUSAN M	224 EL CAMINO	570.92
0232191090000	WALKER, SUSAN M	224 EL CAMINO	476.64
0232191150000	TREJO, MONICA	16045 DORSEY AVE	841.38
0234221230000	RLF II WEST LLC	P O BOX 847	748.05
0234241030000	HARBOR BOULEVARD HOLDING LLC	16416 VALLEY BLVD	1,276.33
0235111050000	STRANDBERG, KATIE	1328 N HARPER AVE #1	1,155.63
0235141360000	REDGATE PARTNERS LLC	2429 S PECK RD	661.45
0236021130000	VO AND LE FAMILY TRUST 11/16/1	4430 ROCKHOLD AVE	142.89
0236052450000	BUSTAMANTE, LILIANA	10466 REDWOOD AVE	208.70
0236071320000	CORTEZ, ENRIQUETA BUCIO REV TR 5/14/	29655 CLEAR VIEW LN	773.73
0236101170000	2000 CARDENAS FAMILY TR(11/8/0	1035 LA VAUGHN CIR	269.35
0236122030000	DORRIZ, MARK M	14643 ALISO DR	274.36
0236122220000	SALGUERO, SALVADOR	1549 MARSHALL LN	112.60
0236151520000	DESCANSANDO PARTNERS LP	P O BOX 4792	748.05
0236161250000	AFFORDABLE LOGISTIC INC	11101 CALABASH AVE	418.05
0236171110000	FERRELINE A WETZEL LLC	15335 VALLEY BLVD	419.90
0236181290000	TREA ALMOND AVENUE INDUSTRIAL	P O BOX 30428	747.91
0237031120000	FERRELINE A WETZEL LLC	15335 VALLEY BLVD	339.62
0237042100000	EXP BOYLE LLC	915 WILSHIRE BLVD #1750	748.05

0237053120000	LINDLEY, MARIA O	16032 BOYLE AVE	151.57
0237061020000	DDM FAMILY REVOCABLE LIVING TR	6001 CLEGHORN CT	352.34
0237111176000	UNKNOWN OWNER	10863 CATAWBA AVE	142.89
0238111330000	REXFORD INDUSTRIAL-13201 DAHLI	11620 WILSHIRE BLVD #1000	3,530.06
0238142070000	SCHUTZ CONTAINER SYSTEMS INC	PO BOX 5950/ 200 ASPEN H LL R	190.42
0238144170000	CARSON ESTATE TRUST	100 BAYVIEW CIR #3500	168.98
0238174390000	VINTAGE PARK EAST LLC	675 PLACENTIA AVE #200	2,701.62
0239071180000	PRINCE TADROS LLC	4030 BIRCH #100	142.89
0239803270000	ESPINOZA, LUCINDA	4563 CONDOR AVE	142.89
0241251050000	SALINAS, VICTOR	7348 PALMETTO AVE	215.64
0243121250000	YASMEH FAMILY LIVING TR 6-18-0	2214 S HOOVER	748.05
0243221220000	IH5 PROPERTY WEST LP	PO BOX 4900	82.20
0246081260000	DIAB, DIAB	18150 ARROW BLVD #B	1,094.55
0246121010000	LIMON FAMILY TRUST 6/23/17	5013 LARRY AVE	124.43
0249191170000	MI LINDO ZACATECAS REVOCABLE L	8926 LOCUST AVE	146.93
0251111260000	ALDANA, ROBERT J & K. E. NIELSON FAM	P O BOX 310511	194.72
0251121080000	MARCONI LLC	P O BOX 86277	132.20
0251121330000	CALABASAS PROPERTY INC	10177 CITRUS AVE	183.45
0251163030000	DUKE REALTY LIMITED PARTNERSHI	1800 WAZEE ST #500	142.89
0251163040000	DUKE REALTY LIMITED PARTNERSHI	1800 WAZEE ST #500	142.89
0251163050000	DUKE REALTY LIMITED PARTNERSHI	1800 WAZEE ST #500	142.89
0251163060000	DUKE REALTY LIMITED PARTNERSHI	1800 WAZEE ST #500	142.89
0251163090000	DUKE REALTY LIMITED PARTNERSHI	1800 WAZEE ST #500	142.89
0251163100000	DUKE REALTY LIMITED PARTNERSHI	1800 WAZEE ST #500	142.89
0251164100000	DUKE REALTY LIMITED PARTNERSHI	1800 WAZEE ST #500	142.89
0251164120000	DUKE REALTY LIMITED PARTNERSHI	1800 WAZEE ST #500	142.89
0251164150000	DUKE REALTY LIMITED PARTNERSHI	1800 WAZEE ST #500	142.89
0251164160000	DUKE REALTY LIMITED PARTNERSHI	1800 WAZEE ST #500	142.89
0254221560000	PCW PROPERTIES LLC	701 S PARKER ST #5200	758.77
0255041320000	FONTANA LODGING LLC	5080 CALIFORNIA AVE #415	4,758.20
0255091060000	CITY OF FONTANA	8353 SIERRA AVE	142.89
0255271080000	866 BERRY COURT LLC	866 BERRY CT	1,057.47
1100121540000	WINDSOR HILLS PROPERTY I LLC	218 VIKING AVE	1,198.58
1100762390000	DE MORON, MARIA ELENA GALLEGOS	13372 GETTYSBURG ST	168.99
1100771010000	7-ELEVEN INC	PO BOX 711	200.75
1100771080000	CHADO PHASE THREE	408 E 25TH ST	501.20
1107551170000	ZHANG, JINHUA	7888 CHERRY AVE #C	253.35
1107552090000	BARAJAS, YORELY STELL	16044 ESPARZA LN	186.79
1107552220000	ZHANG, JINHUA	7888 CHERRY AVE APT-C	248.50
1108431070000	NAMOU, KAMAL	15517 ASANA WAY	142.89
1108431110000	NUNEZ, EDGAR GERARDO	15520 ASANA WAY	142.89
1110011120000	BCI IV FONTANA DC LP	PO BOX 2209	748.05
1118393110000	DEL RIO, MARTHA L CAVAZOS	16502 CASA GRANDE AVE #125	130.00
1118462050000	GUDIPATI, SAILAJA	14651 OLITE DR	142.89
1119221590000	FICAROTTA, THOMAS JR (JT-ANGELO)	12661 EXCELSIOR ST	1,345.40
			49,033.59

RESOLUTION NO. 2026-061

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, ADOPTING A STATEMENT OF UNPAID EXPENSES FOR WEED ABATEMENT AND IMPOSING A LIEN AGAINST PROPERTY FOR PAYMENT

WHEREAS, the City of Fontana ("City") has conducted its weed abatement program pursuant to the Fontana City Code, Chapter 28 *et. seq.* and California Government Code Section 39501 *et seq.*; and

WHEREAS, California Government Code Section 39501 *et seq.* specifically authorizes the legislative body of a city to require the removal of weeds, rubbish, and other refuse from private property, and to recover the costs of abatement by imposing a special assessment against the property on the County of San Bernardino ("County") annual property tax rolls and recording a lien against the property; and

WHEREAS, the City has conducted such weed abatement for certain property in the City, certain properties remain delinquent in the payment of the weed abatement costs and now the City Council desires to record a lien against such properties pursuant to Government Code Section 39560 *et seq.*; and

WHEREAS, the City Clerk has caused to be prepared a report containing the properties and the amount of the delinquent weed abatement costs ("Written Report"), which is on file with the City Clerk, attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, the City Clerk has previously caused notice to be provided to each property owner pursuant to Section 39560 *et seq.,* and the City has posted a copy of the Written Report pursuant to Section 39575; and

WHEREAS, at the time stated in the notice being the 23rd day of June, 2026, at 2:00 p.m., the City Council discussed and considered all objections to the expenses and other costs of abatement which have remained unpaid to date, as specified in the Written Report; and

WHEREAS, the City Council now desires to confirm and approve the Written Report and record a lien against such delinquent properties.

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. Written Report Approval. The Written Report filed with the City Clerk contains the description of each real property parcel which is currently delinquent in the

payment of the weed abatement costs and the amount of such costs, and the Written Report is hereby approved and adopted.

Section 3. County Recorder's Office. The City Clerk, or designee thereof, is hereby directed to file for recording with the County Recorder's Office a copy of the Written Report, with a statement endorsed thereon over his or her signature that the Written Report has been fully adopted by the City Council, together with a certified copy of this Resolution, and shall request that there be recorded a lien against the parcels contained therein.

Section 4. County Tax Roll. The delinquent weed abatement costs, shall be forwarded to the County Tax Collector for collection on the County property tax roll in the same manner, by the same person, at the same time, together with and not separate from the general taxes, against the property to which they relate, and shall constitute liens on the property in the amount of the delinquent charges, to be added to the property tax bill next levied against each property**.**

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 16860 Valencia Avenue, Fontana, CA 92335. The custodian of records is the City Clerk.

Section 7. 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 8. Effective Date. This Resolution shall become effective immediately.

APPROVED AND ADOPTED this 23rd day of June, 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 resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting held on the 23rd day of June, 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"

WRITTEN REPORT OF ASSESSOR'S PARCELS

DELINQUENT WEED ABATEMENT CHARGES

[Report Attached on Following Pages]

APN	Name	Due
023314109	Minnie Youngblood	173.00
023314109	Minnie Youngblood	813.60
023314109	Minnie Youngblood	93.00
023314109	Minnie Youngblood	223.00
019308105	Mendoza, Jess	223.00
019308105	Mendoza, Jess	173.00
019308105	Mendoza, Jess	1,118.70
019308105	Mendoza, Jess	90.40
019308105	Mendoza, Jess	93.00
019302109	Zarifpour, Raymond	93.00
019302109	Zarifpour, Raymond	173.00
019303118	Zarifpour, Raymond	223.00
019303118	Zarifpour, Raymond	93.00
019303118	Zarifpour, Raymond	173.00
019303118	Zarifpour, Raymond	508.50
111010104	Dayton Hudson Corp	406.80
111010104	Dayton Hudson Corp	90.40
111010104	Dayton Hudson Corp	223.00
111010104	Dayton Hudson Corp	93.00
024009144	Chen, Shih-Tse	173.00
024009144	Chen, Shih-Tse	93.00
019409242	Zhang, Ningning	173.00
019409242	Zhang, Ningning	93.00
019124111	Cruz, Antonio	173.00
019124111	Cruz, Antonio	93.00
110063120	Teng, Si Teng	93.00
110063120	Teng, Si Teng	223.00
110063120	Teng, Si Teng	173.00
110063120	Teng, Si Teng	915.30
023909512	LCD Sierra Crest LLC	93.00
023909511	LCD Sierra Crest LLC	93.00
023909511	LCD Sierra Crest LLC	1,322.10
023909511	LCD Sierra Crest LLC	223.00
019312105	New Legacy Development Corp	223.00
019312105	New Legacy Development Corp	93.00
019312105	New Legacy Development Corp	173.00
019312105	New Legacy Development Corp	610.20
019312104	New Legacy Development Corp	223.00
019312104	New Legacy Development Corp	610.20
019312104	New Legacy Development Corp	93.00
019312104	New Legacy Development Corp	173.00
023038121	Fontana Tract 16337 LLC	93.00
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023038121	Fontana Tract 16337 LLC	223.00
023038121	Fontana Tract 16337 LLC	173.00
023217114	Calmat Co/Vulcan Materials	173.00
023217114	Calmat Co/Vulcan Materials	93.00
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023217112	Calmat Co/Vulcan Materials	173.00

023217113	Calmat Co/Vulcan Materials	406.80
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023217113	Calmat Co/Vulcan Materials	173.00
023217113	Calmat Co/Vulcan Materials	93.00
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024036124	Conway, John	223.00
024036124	Conway, John	610.20
024036124	Conway, John	93.00
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024004131	951 LLC	1,220.40
024004131	951 LLC	223.00
024004131	951 LLC	93.00
024616313	Arreola, Maria Cecilia Ramos	223.00
024616313	Arreola, Maria Cecilia Ramos	173.00
024616313	Arreola, Maria Cecilia Ramos	406.80
024616313	Arreola, Maria Cecilia Ramos	93.00
025116420	Duke Realty Limited Partnership	-
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025116423	Duke Realty Limited Partnership	93.00
025116404	Duke Realty Limited Partnership	93.00
025116404	Duke Realty Limited Partnership	173.00
025116410	Duke Realty Limited Partnership	93.00
025116410	Duke Realty Limited Partnership	173.00
025116414	Duke Realty Limited Partnership	173.00
025116414	Duke Realty Limited Partnership	93.00
025116412	Duke Realty Limited Partnership	173.00
025116412	Duke Realty Limited Partnership	93.00
025116416	Duke Realty Limited Partnership	93.00
025116416	Duke Realty Limited Partnership	173.00
025116415	Duke Realty Limited Partnership	173.00
025116415	Duke Realty Limited Partnership	93.00
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025116302	Duke Realty Limited Partnership	173.00
025116303	Duke Realty Limited Partnership	173.00
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025116411	Duke Realty Limited Partnership	93.00
025116411	Duke Realty Limited Partnership	173.00
025116304	Duke Realty Limited Partnership	173.00
025116304	Duke Realty Limited Partnership	93.00
025116305	Duke Realty Limited Partnership	93.00
025116305	Duke Realty Limited Partnership	173.00
025116306	Duke Realty Limited Partnership	93.00
025116306	Duke Realty Limited Partnership	173.00
025116307	Duke Realty Limited Partnership	93.00
025116307	Duke Realty Limited Partnership	173.00
025116308	Duke Realty Limited Partnership	173.00
025116308	Duke Realty Limited Partnership	93.00
025116309	Duke Realty Limited Partnership	173.00
025116309	Duke Realty Limited Partnership	93.00

025116310	Duke Realty Limited Partnership	173.00
025116310	Duke Realty Limited Partnership	93.00
025116313	Duke Realty Limited Partnership	93.00
025116313	Duke Realty Limited Partnership	173.00
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025116301	Duke Realty Limited Partnership	93.00
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023712207	Duke Realty Limited Partnership	223.00
023711104	Lit Industrial Limited Partnership	223.00
023711104	Lit Industrial Limited Partnership	173.00
023711104	Lit Industrial Limited Partnership	610.20
023711104	Lit Industrial Limited Partnership	93.00
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023711136	Lit Industrial Limited Partnership	93.00
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023711103	Lit Industrial Limited Partnership	813.60
023711103	Lit Industrial Limited Partnership	173.00
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023711122	Lit Industrial Limited Partnership	813.60
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023711122	Lit Industrial Limited Partnership	173.00
024034157	Palomo, Alex	813.60
024034157	Palomo, Alex	223.00
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019326114	Martinez, Adelina Araujo	813.60
019326114	Martinez, Adelina Araujo	173.00
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019326114	Martinez, Adelina Araujo	223.00
023312234	Burchfield, David L	93.00
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019209124	LSJ Investments, Inc.	223.00
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019209124	LSJ Investments, Inc.	173.00
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019209124	LSJ Investments, Inc.	271.20
111803101	Sat Purkh Jan	93.00
025104230	Park, Kon Son Park, Young Mi	173.00
025104230	Park, Kon Son Park, Young Mi	223.00
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025104230	Park, Kon Son Park, Young Mi	90.40
025104230	Park, Kon Son Park, Young Mi	915.30
019318149	Gutierrez, Esperanza	813.60
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019318149	Gutierrez, Esperanza	223.00
019222138	Happyland Equity LLC	78.00
019222138	Happyland Equity LLC	180.80
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019222138	Happyland Equity LLC	223.00
019222138	Happyland Equity LLC	508.50
023817177	Fontana Fullfillment Center ILP LLC	93.00
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023312217	Zhang, Bin	173.00
023312217	Zhang, Bin	93.00
024014121	Arambula, Arnulfo	93.00
024014121	Arambula, Arnulfo	173.00
024105117	MIDLAND INVESTMENTS LLC	173.00
024105117	MIDLAND INVESTMENTS LLC	93.00
024105117	MIDLAND INVESTMENTS LLC	1,118.70
024105117	MIDLAND INVESTMENTS LLC	223.00
024105117	MIDLAND INVESTMENTS LLC	135.60
024105116	MIDLAND INVESTMENTS LLC	813.60
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024105116	MIDLAND INVESTMENTS LLC	135.60
024105116	MIDLAND INVESTMENTS LLC	173.00
024105116	MIDLAND INVESTMENTS LLC	223.00
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024105132	MIDLAND INVESTMENTS LLC	223.00
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024105132	MIDLAND INVESTMENTS LLC	173.00
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024105101	MIDLAND INVESTMENTS LLC	223.00
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024105101	MIDLAND INVESTMENTS LLC	93.00
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023615147	Fedex Freight West Inc.	223.00
023615147	Fedex Freight West Inc.	93.00
023615147	Fedex Freight West Inc.	173.00
023614108	Golden Horizon Real Estate LLC	223.00
023614108	Golden Horizon Real Estate LLC	1,220.40
023614108	Golden Horizon Real Estate LLC	173.00

023614108	Golden Horizon Real Estate LLC	226.00
023614108	Golden Horizon Real Estate LLC	93.00
022802145	Arion Properties	813.60
022802145	Arion Properties	223.00
022802145	Arion Properties	93.00
110061135	TAITO, FAYE K	93.00
024014122	ELKHATIB, IBRAHIM	173.00
024014122	ELKHATIB, IBRAHIM	915.30
024014122	ELKHATIB, IBRAHIM	223.00
024014122	ELKHATIB, IBRAHIM	93.00
024014122	ELKHATIB, IBRAHIM	173.00
024014122	ELKHATIB, IBRAHIM	915.30
024014122	ELKHATIB, IBRAHIM	223.00
024014122	ELKHATIB, IBRAHIM	78.00
024324141	DIAR LLC	78.00
024324141	DIAR LLC	223.00
024324141	DIAR LLC	152.55
024324142	DIAR LLC	173.00
024324142	DIAR LLC	101.70
024324142	DIAR LLC	223.00
024324142	DIAR LLC	93.00
024324143	DIAR LLC	101.70
024324143	DIAR LLC	223.00
024324143	DIAR LLC	93.00
024324143	DIAR LLC	173.00
024324141	DIAR LLC	93.00
024324142	DIAR LLC	173.00
024324142	DIAR LLC	101.70
024324142	DIAR LLC	223.00
024324142	DIAR LLC	78.00
019018116	CHEUNG, WINNIE REV TRUST 12/15	93.00
019018116	CHEUNG, WINNIE REV TRUST 12/15	1,627.20
019018116	CHEUNG, WINNIE REV TRUST 12/15	223.00
019018116	CHEUNG, WINNIE REV TRUST 12/15	173.00
019028233	REYNOSO, GUADALUPE DEL ROCIO	93.00
019028233	REYNOSO, GUADALUPE DEL ROCIO	813.60
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019212107	CROMWELL, CAMIILE A TRUST	93.00
019212107	CROMWELL, CAMIILE A TRUST	610.20
019212107	CROMWELL, CAMIILE A TRUST	223.00
019212107	CROMWELL, CAMIILE A TRUST	173.00
019228229	MACCHIO, VICTOR JOSEPH	93.00
019228229	MACCHIO, VICTOR JOSEPH	1,017.00
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019228229	MACCHIO, VICTOR JOSEPH	173.00
111036112	GONZALEZ, RICARDO A	1,220.40
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111036112	GONZALEZ, RICARDO A	173.00
111036112	GONZALEZ, RICARDO A	223.00

019327101	GONZALEZ, ANTONIO GONZALEZ	173.00
019327101	GONZALEZ, ANTONIO GONZALEZ	223.00
019327101	GONZALEZ, ANTONIO GONZALEZ	152.55
019327101	GONZALEZ, ANTONIO GONZALEZ	93.00
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019119131	QUINONEZ, ROBERT ADRIAN	305.10
019119131	QUINONEZ, ROBERT ADRIAN	93.00
024119104	Rodriguez, Alejandro	173.00
024119104	Rodriguez, Alejandro	93.00
019104114	Ramayya, Sulekha	173.00
019104114	Ramayya, Sulekha	93.00
024622129	Liborio, Carlos Leyva	173.00
024622129	Liborio, Carlos Leyva	93.00
025116403	Duke Realty Alder LP	93.00
025116403	Duke Realty Alder LP	173.00
024003128	Manji Development LLC	406.80
024003128	Manji Development LLC	93.00
024003128	Manji Development LLC	223.00
024003128	Manji Development LLC	173.00
023512146	Rodriguez, Anthony	93.00
023512146	Rodriguez, Anthony	173.00
024134102	Cantarero, Fredrick R.	93.00
024134102	Cantarero, Fredrick R.	173.00
019320103	Arif, Mohammed	173.00
019320103	Arif, Mohammed	93.00
019327319	Patrick, Polk	173.00
019327319	Patrick, Polk	93.00
019308163	Lopez, Yohana Carolina	93.00
019308163	Lopez, Yohana Carolina	173.00
022607423	Simpson, Gary R. Trust 1/26/12	93.00
022607423	Simpson, Gary R. Trust 1/26/12	173.00
023817174	LBA RVI-Company XXIII LLC	93.00
023817174	LBA RVI-Company XXIII LLC	173.00
023817174	LBA RVI-Company XXIII LLC	1,322.10
023817174	LBA RVI-Company XXIII LLC	542.40
023817174	LBA RVI-Company XXIII LLC	223.00
023609136	SNL IOV 10631 Banana Owner LLC	78.00
023609136	SNL IOV 10631 Banana Owner LLC	173.00
025631119	Le, Xuan-EST OF	173.00
025631119	Le, Xuan-EST OF	93.00
024111111	HARNVICHITCHAI, BUNHJONG	173.00
024111111	HARNVICHITCHAI, BUNHJONG	93.00
024111141	Lun, Vouch	223.00
024111141	Lun, Vouch	173.00
024111141	Lun, Vouch	813.60
024111141	Lun, Vouch	93.00
024111140	Casillas Real Estate Investment LLC	93.00
024111140	Casillas Real Estate Investment LLC	173.00
		75,197.85

File #: 26-1081
Agenda #: C.

Agenda Date: 6/23/2026
Category: Public Hearing

FROM:
Finance

SUBJECT:
Public Hearing to Establish Fiscal Year 2026-2027 Assessment Rates for Landscape and Lighting Maintenance Districts

RECOMMENDATION:
1. Adopt **Resolution No. 2026-062**, of the City Council of the City of Fontana, California, Confirming a Diagram and Assessment, and Levying the Assessment for Landscape Maintenance District No. 1 ("LMD #1" throughout the City) for Fiscal Year 2026-2027.

2. Adopt **Resolution No. 2026-063**, of the City Council of the City of Fontana, California, Confirming a Diagram and Assessment, and Levying the Assessment for Landscape Maintenance District No. 2 ("LMD #2" Village of Heritage) for Fiscal Year 2026-2027.

3. Adopt **Resolution No. 2026-064**, of the City Council of the City of Fontana, California, Confirming a Diagram and Assessment, and Levying the Assessment for Landscape Maintenance District No. 3 ("LMD #3" Hunter's Ridge) for Fiscal Year 2026-2027.

4. Adopt **Resolution No. 2026-065**, of the City Council of the City of Fontana, California, Confirming a Diagram and Assessment, and Levying the Assessment for Landscape Maintenance District No. 3- 1 ("LMD #3-1" Empire Center) for Fiscal Year 2026-2027.

5. Adopt **Resolution No. 2026-066**, of the City Council of the City of Fontana, California, Confirming a Diagram and Assessment, and Levying the Assessment for Local Lighting Maintenance District No. 3 ("LLMD #3" Hunter's Ridge) for Fiscal Year 2026-2027.

COUNCIL GOALS:
- Practice sound fiscal management by fully funding liabilities and reserves.
- Practice sound fiscal management by developing long-term funding and debt management plans.
- Enhance the local environment for future generations and create a healthy economic and environmental future by promoting programs that encourage reducing Green House Gas emissions.

DISCUSSION:
On June 09, 2026, City Council adopted Resolutions 2026-032 through 2026-041, inclusive, declaring its intention to levy and collect assessments for Fiscal Year 2026-2027 and setting June 23, 2026, for the public hearing to receive public comment pursuant to the Landscape and Lighting Act of

1972. Notice of the public hearing was published as required by law. The annual assessment process for the landscape and lighting assessment districts must be completed before August 10, 2026, in order to place the assessments on the County tax rolls.

The Fiscal Year 2026-2027 proposed assessment rates are as follows:

- LMD # 1 - the proposed rates for Fiscal Year 2026-2027 for residential units range from $77.76 to $495.92 per unit, the commercial and industrial areas range from $117.24 to $613.77 per acre. **The proposed rates are the same as the prior year rates.**
- LMD # 2 (Village of Heritage) - the proposed rate for Fiscal Year 2026-2027 for residential units is $565.84 per unit, **an increase from the prior year of 2% ($11.09 per unit).**
- LMD # 3 (Hunter's Ridge) - the proposed rate for FY 2026-2027 for residential units is $665.50 per unit, **an increase from the prior year of 10% ($60.50 per unit).**
- LMD # 3-1 (Empire Center) - the proposed rate for FY 2026-2027 for commercial property is $1,000 per acre, **the same as the prior year rate.**
- LLMD # 3 (Hunter's Ridge) - the proposed rate for FY 2026-2027 for residential property is $22.44 per unit, **the same as the prior year rate.**

A funding status for each LMD and LLMD is summarized below:

- **LMD #1 Citywide (Fund 395)** - This district has a structural deficit, with ongoing revenues being insufficient to cover annual operating costs. As a result, it is estimated that General Fund support of $908,520 is required in 2026-27 to maintain current service levels. Although additional funding is necessary, increasing the assessment is not permissible without voter approval.
- **LMD #2 Village of Heritage (Fund 396)** - This district has a structural deficit, with ongoing revenues being insufficient to cover annual operating costs. As a result, it is estimated that General Fund support of $1.6 million in 2026-27 will be required to maintain current service levels. As such, although the recommended increase of 2% is not adequate to resolve the structural deficit, it is the maximum allowable increase, and any additional increase is not permissible without voter approval.
- **LMD #3-1 Empire Center (Fund 397)** - This district has a structural deficit, with ongoing revenues being insufficient to cover annual operating costs. As a result, it will require the use of available district fund balance of $22,210 in 2026-27 to maintain current service levels. Although a structural deficit exists, this district is considered to be solvent as available fund balance can fund operational deficits for more than 10 years, but funding will continue to be monitored annually.
- **LMD #3 Hunter's Ridge (Fund 398)** - This district has a structural deficit, with ongoing revenues being insufficient to cover annual operating costs. As a result, it will require the use of available district fund balance of $358,810 in 2026-27 to maintain current service levels. As such, although the recommended increase of 10% is not adequate to resolve the structural deficit, it is the first step in a multi-year plan to achieve solvency.
- **LLMD #3 Hunter's Ridge (Fund 399)** - This district has a structural deficit, with ongoing revenues insufficient to cover annual operating costs. As a result, it will require the use of available district fund balance of $1,860 in 2026-27 to maintain current service levels. Although a structural deficit exists, this district is considered to be solvent as available fund balance can fund operational deficits for more than 10 years, but funding will continue to be

monitored annually.

It is projected that the proposed rates will be sufficient to fund the estimated maintenance costs for Fiscal Year 2026-2027 for all LMD's with the exception of LMD #1 and LMD #2. Various operational options are being considered to mitigate the on-going funding deficit.

The City's assessments for all districts have been reviewed in light of the passage of Proposition 218. The recommended actions comply with the provisions of this proposition.

FISCAL IMPACT:
The proposed assessment rates for Fiscal Year 2026-2027 are unchanged from the prior year except for LMD # 2 which will increase by 2% ($11.09 per unit) to $565.84 for the residential rate, and LMD # 3 which will increase by 10% ($60.50 per unit) to $665.50 for the residential rate. The proposed assessment rates for Fiscal Year 2026-2027 are projected to generate approximately $4.8 million.

MOTION:
Approve staff recommendation.

RESOLUTION NO. 2026-062

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, CONFIRMING A DIAGRAM AND ASSESSMENT, AND LEVYING THE ASSESSMENT FOR LANDSCAPE MAINTENANCE DISTRICT NO. 1 ("LMD #1" THROUGHOUT THE CITY) FOR FISCAL YEAR 2026-2027.

WHEREAS, on June 9, 2026, the City Council of the City of Fontana, (the "City Council") adopted Resolution 2026-032 initiating proceedings for the levy and collection of assessments for Fiscal Year 2026-2027 for Landscape Maintenance District No. 1 ("LMD #1") pursuant to the provisions of the Landscaping and Lighting Act of 1972, Division 15 of the Streets and Highways Code of the State of California (the "Act"), for the maintenance of landscaped areas; and

WHEREAS, the City Council has ordered the filing of an Engineer's Report with the City Clerk, a report pursuant to law for the City Council's consideration, and subsequently thereto the City Council adopted its Resolution of Intention (Resolution No. 2026-033) approving the Engineer's Report and declaring the intention of the City Council to order the levy and collection of assessments to pay the costs and expenses of maintaining the landscaped areas in the District for the fiscal year commencing July 1, 2026, and ending June 30, 2027, and

WHEREAS, in November 1996, the voters of the State of California passed Proposition 218 which added Articles XIIIC and XIIID to the California Constitution requiring, among other things, new procedures for the approval of the levying of assessments against real property; and

WHEREAS, Article XIIID of the California Constitution requires that assessments comply with stated procedural and approval provisions by July 1, 1997, unless an assessment district meets certain exemptions as set forth in Section 5 of the Article, which exemptions include the following:

> "(a) any assessment imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage system or vector control."
>
> "(b) any assessment imposed pursuant to a petition signed by the persons owning all of the parcels subject to the assessment at the time the assessment is initially imposed;" and

WHEREAS, LMD #1 assessments proposed for Fiscal Year 2026-2027 are exempt from Proposition 218 because the assessments generate revenue for the operation and maintenance of streets and highways, all expenditures thereunder qualifying as street maintenance as defined by the State of California; and

WHEREAS, the adoption of this Resolution, among other things, is required in order to levy the proposed assessments for Fiscal Year 2026-2027 for LMD #1.

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

Section 1. Following notice duly given by publication, the City Council has held a public hearing regarding the levy of the proposed assessment within the District for the fiscal year commencing July 1, 2026, and ending June 30, 2027, to pay for the costs and expenses of maintaining and servicing the public landscaped improvements installed and constructed within the District. All interested persons were afforded the opportunity to hear and be heard regarding protests, and objections have been considered by the City Council.

Section 2. The City Council hereby confirms the diagram and assessment set forth in the Engineer's Report for Fiscal Year 2026-2027 and orders the maintenance and servicing of the public landscaped improvements installed and constructed in the District in the City of Fontana.

Section 3. The adoption of this resolution constitutes the levy of an assessment for the fiscal year commencing July 1, 2026, and ending June 30, 2027.

Section 4. The maintenance and servicing of the public landscaped areas shall be performed pursuant to law and the County Auditor of San Bernardino shall enter on the County Assessment Roll opposite each lot or parcel of land the amount of the assessment and such assessment shall then be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the assessments shall be paid to the City Treasurer.

Section 5. The City Treasurer shall deposit all moneys representing assessments collected by the County to the credit of a special fund known as Landscape Maintenance District No. 1, City of Fontana.

Section 6. The City Clerk is hereby authorized and directed to file the assessment with the County Auditor, together with a certified copy of this Resolution upon its adoption.

Section 7. A certified copy of the assessment diagram shall be filed in the office of the City Clerk and open for public inspection.

APPROVED AND ADOPTED this 23rd day of June, 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 resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting on the 23rd day of June, 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

RESOLUTION NO. 2026-063

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, CONFIRMING A DIAGRAM AND ASSESSMENT, AND LEVYING THE ASSESSMENT FOR LANDSCAPE MAINTENANCE DISTRICT NO. 2 ("LMD #2" VILLAGE OF HERITAGE) FOR FISCAL YEAR 2026-2027.

WHEREAS, on June 9, 2026, the City Council of the City of Fontana, (the "City Council") adopted Resolution 2026-034 initiating proceedings for the levy and collection of assessments for Fiscal Year 2026-2027 for Landscape Maintenance District No. 2 ("LMD #2") pursuant to the provisions of the Landscaping and Lighting Act of 1972, Division 15 of the Streets and Highways Code of the State of California (the "Act"), for the maintenance of landscaped areas; and

WHEREAS, the City Council has ordered the filing of an Engineer's Report with the City Clerk, a report pursuant to law for the City Council's consideration, and subsequently thereto the City Council adopted its Resolution of Intention (Resolution No. 2026-035) approving the Engineer's Report and declaring the intention of the City Council to order the levy and collection of assessments to pay the costs and expenses of maintaining the landscaped areas in the District for the fiscal year commencing July 1, 2026, and ending June 30, 2027; and

WHEREAS, in November 1996, the voters of the State of California passed Proposition 218 which added Articles XIIIC and XIIID to the California Constitution requiring, among other things, new procedures for the approval of the levying of assessments against real property; and

WHEREAS, Article XIIID of the California Constitution requires that assessments comply with stated procedural and approval provisions by July 1, 1997, unless an assessment district meets certain exemptions as set forth in Section 5 of the Article, which exemptions include the following:

> "(a) any assessment imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage system or vector control."
>
> "(b) any assessment imposed pursuant to a petition signed by the persons owning all of the parcels subject to the assessment at the time the assessment is initially imposed;" and

WHEREAS, LMD #2 assessments proposed for Fiscal Year 2026-2027 are exempt from Proposition 218 because the assessments generate revenue for the operation and maintenance of streets and highways, all expenditures thereunder qualifying as street maintenance as defined by the State of California; and

WHEREAS, LMD #2 assessments are further exempt from proposition 218 because they were approved previously by property owner consent pursuant to a petition signed by the persons owning all of the parcels subject to the assessment at the time the assessment was initially imposed; and

WHEREAS, the adoption of this Resolution, among other things, is required in order to levy the proposed assessments for Fiscal Year 2026-2027 for LMD #2.

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

Section 1. Following notice duly given by publication, the City Council has held a public hearing regarding the levy of the proposed assessment within the District for the fiscal year commencing July 1, 2026, and ending June 30, 2027, to pay for the costs and expenses of maintaining and servicing the public landscaped improvements installed and constructed within the District. All interested persons were afforded the opportunity to hear and be heard regarding protests, and objections have been considered by the City Council.

Section 2. The City Council hereby confirms the diagram and assessment set forth in the Engineer's Report for Fiscal Year 2026-2027 and orders the maintenance and servicing of the public landscaped improvements installed and constructed in the District in the City of Fontana.

Section 3. The adoption of this resolution constitutes the levy of an assessment for the fiscal year commencing July 1, 2026, and ending June 30, 2027.

Section 4. The maintenance and servicing of the public landscaped areas shall be performed pursuant to law and the County Auditor of San Bernardino shall enter on the County Assessment Roll opposite each lot or parcel of land the amount of the assessment and such assessment shall then be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the assessments shall be paid to the City Treasurer.

Section 5. The City Treasurer shall deposit all moneys representing assessments collected by the County to the credit of a special fund known as Landscape Maintenance District No. 2, City of Fontana.

Section 6. The City Clerk is hereby authorized and directed to file the assessment with the County Auditor, together with a certified copy of this Resolution upon its adoption.

Section 7. A certified copy of the assessment diagram shall be filed in the office of the City Clerk and open for public inspection.

APPROVED AND ADOPTED this 23rd day of June, 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 resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting on the 23rd day of June, 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

RESOLUTION NO. 2026-064

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, CONFIRMING A DIAGRAM AND ASSESSMENT, AND LEVYING THE ASSESSMENT FOR LANDSCAPE MAINTENANCE DISTRICT NO. 3 ("LMD #3" HUNTER'S RIDGE) FOR FISCAL YEAR 2026-2027.

WHEREAS, on June 9, 2026, the City Council of the City of Fontana, (the "City Council") adopted Resolution 2026-036 initiating proceedings for the levy and collection of assessments for Fiscal Year 2026-2027 for Landscape Maintenance District No. 3 ("LMD #3") pursuant to the provisions of the Landscaping and Lighting Act of 1972, Division 15 of the Streets and Highways Code of the State of California (the "Act"), for the maintenance of landscaped areas; and

WHEREAS, the City Council has ordered the filing of an Engineer's Report with the City Clerk, a report pursuant to law for the City Council's consideration, and subsequently thereto the City Council adopted its Resolution of Intention (Resolution No. 2026-037) approving the Engineer's Report and declaring the intention of the City Council to order the levy and collection of assessments to pay the costs and expenses of maintaining the landscaped areas in the District for the fiscal year commencing July 1, 2026, and ending June 30, 2027; and

WHEREAS, in November 1996, the voters of the State of California passed Proposition 218 which added Articles XIIIC and XIIID to the California Constitution requiring, among other things, new procedures for the approval of the levying of assessments against real property; and

WHEREAS, Article XIIID of the California Constitution requires that assessments comply with stated procedural and approval provisions by July 1, 1997, unless an assessment district meets certain exemptions as set forth in Section 5 of the Article, which exemptions include the following:

> "(a) any assessment imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage system or vector control."
>
> "(b) any assessment imposed pursuant to a petition signed by the persons owning all of the parcels subject to the assessment at the time the assessment is initially imposed;" and

WHEREAS, LMD #3 assessments proposed for Fiscal Year 2026-2027 are exempt from Proposition 218 because the assessments generate revenue for the operation and maintenance of streets and highways, all expenditures thereunder qualifying as street maintenance as defined by the State of California; and

WHEREAS, LMD #3 assessments are further exempt from proposition 218 because they were approved previously by property owner consent pursuant to a petition signed by the persons owning all of the parcels subject to the assessment at the time the assessment was initially imposed; and

WHEREAS, the adoption of this Resolution, among other things, is required in order to levy the proposed assessments for Fiscal Year 2026-2027 for LMD #3.

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

Section 1. Following notice duly given by publication, the City Council has held a public hearing regarding the levy of the proposed assessment within the District for the fiscal year commencing July 1, 2026, and ending June 30, 2027, to pay for the costs and expenses of maintaining and servicing the public landscaped improvements installed and constructed within the District. All interested persons were afforded the opportunity to hear and be heard regarding protests, and objections have been considered by the City Council.

Section 2. The City Council hereby confirms the diagram and assessment set forth in the Engineer's Report for Fiscal Year 2026-2027 and orders the maintenance and servicing of the public landscaped improvements installed and constructed in the District in the City of Fontana.

Section 3. The adoption of this resolution constitutes the levy of an assessment for the fiscal year commencing July 1, 2026, and ending June 30, 2027.

Section 4. The maintenance and servicing of the public landscaped areas shall be performed pursuant to law and the County Auditor of San Bernardino shall enter on the County Assessment Roll opposite each lot or parcel of land the amount of the assessment and such assessment shall then be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the assessments shall be paid to the City Treasurer.

Section 5. The City Treasurer shall deposit all moneys representing assessments collected by the County to the credit of a special fund known as Landscape Maintenance District No. 3, City of Fontana.

Section 6. The City Clerk is hereby authorized and directed to file the assessment with the County Auditor, together with a certified copy of this Resolution upon its adoption.

Section 7. A certified copy of the assessment diagram shall be filed in the office of the City Clerk and open for public inspection.

APPROVED AND ADOPTED this 23rd day of June, 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 resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting on the 23rd day of June, 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

RESOLUTION NO. 2026-065

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, CONFIRMING A DIAGRAM AND ASSESSMENT, AND LEVYING THE ASSESSMENT FOR LANDSCAPE MAINTENANCE DISTRICT NO. 3-1 ("LMD #3-1" EMPIRE CENTER) FOR FISCAL YEAR 2026-2027.

WHEREAS, on June 9, 2026, the City Council of the City of Fontana, (the "City Council") adopted Resolution 2026-038 initiating proceedings for the levy and collection of assessments for Fiscal Year 2026-2027 for Landscape Maintenance District No. 3-1 ("LMD #3-1") pursuant to the provisions of the Landscaping and Lighting Act of 1972, Division 15 of the Streets and Highways Code of the State of California (the "Act"), for the maintenance of landscaped areas; and

WHEREAS, the City Council has ordered the filing of an Engineer's Report with the City Clerk, a report pursuant to law for the City Council's consideration, and subsequently thereto the City Council adopted its Resolution of Intention (Resolution No. 2026-039) approving the Engineer's Report and declaring the intention of the City Council to order the levy and collection of assessments to pay the costs and expenses of maintaining the landscaped areas in the District for the fiscal year commencing July 1, 2026, and ending June 30, 2027; and

WHEREAS, in November 1996, the voters of the State of California passed Proposition 218 which added Articles XIIIC and XIIID to the California Constitution requiring, among other things, new procedures for the approval of the levying of assessments against real property; and

WHEREAS, Article XIIID of the California Constitution requires that assessments comply with stated procedural and approval provisions by July 1, 1997, unless an assessment district meets certain exemptions as set forth in Section 5 of the Article, which exemptions include the following:

> "(a) any assessment imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage system or vector control."
>
> "(b) any assessment imposed pursuant to a petition signed by the persons owning all of the parcels subject to the assessment at the time the assessment is initially imposed;" and

WHEREAS, LMD #3-1 assessments proposed for Fiscal Year 2026-2027 are exempt from Proposition 218 because the assessments generate revenue for the operation and maintenance of streets and highways, all expenditures thereunder qualifying as street maintenance as defined by the State of California; and

WHEREAS, LMD #3-1 assessments are further exempt from proposition 218 because they were approved previously by property owner consent pursuant to a petition signed by the persons owning all of the parcels subject to the assessment at the time the assessment was initially imposed; and

WHEREAS, the adoption of this Resolution, among other things, is required in order to levy the proposed assessments for Fiscal Year 2026-2027 for LMD #3-1.

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

Section 1. Following notice duly given by publication, the City Council has held a public hearing regarding the levy of the proposed assessment within the District for the fiscal year commencing July 1, 2026, and ending June 30, 2027, to pay for the costs and expenses of maintaining and servicing the public landscaped improvements installed and constructed within the District. All interested persons were afforded the opportunity to hear and be heard regarding protests, and objections have been considered by the City Council.

Section 2. The City Council hereby confirms the diagram and assessment set forth in the Engineer's Report for Fiscal Year 2026-2027 and orders the maintenance and servicing of the public landscaped improvements installed and constructed in the District in the City of Fontana.

Section 3. The adoption of this resolution constitutes the levy of an assessment for the fiscal year commencing July 1, 2026, and ending June 30, 2027.

Section 4. The maintenance and servicing of the public landscaped areas shall be performed pursuant to law and the County Auditor of San Bernardino shall enter on the County Assessment Roll opposite each lot or parcel of land the amount of the assessment and such assessment shall then be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the assessments shall be paid to the City Treasurer.

Section 5. The City Treasurer shall deposit all moneys representing assessments collected by the County to the credit of a special fund known as Landscape Maintenance District No. 3-1, City of Fontana.

Section 6. The City Clerk is hereby authorized and directed to file the assessment with the County Auditor, together with a certified copy of this Resolution upon its adoption.

Section 7. A certified copy of the assessment diagram shall be filed in the office of the City Clerk and open for public inspection.

APPROVED AND ADOPTED this 23rd day of June, 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 resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting on the 23rd day of June, 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

RESOLUTION NO. 2026-066

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, CONFIRMING A DIAGRAM AND ASSESSMENT, AND LEVYING THE ASSESSMENT FOR LOCAL LIGHTING MAINTENANCE DISTRICT NO. 3 ("LLMD #3" HUNTER'S RIDGE) FOR FISCAL YEAR 2026-2027.

WHEREAS, on June 9, 2026, the City Council of the City of Fontana, (the "City Council") adopted Resolution 2026-040 initiating proceedings for the levy and collection of assessments for Fiscal Year 2026-2027 for Local Lighting Maintenance District No. 3 ("LLMD #3") pursuant to the provisions of the Landscaping and Lighting Act of 1972, Division 15 of the Streets and Highways Code of the State of California (the "Act"), for the maintenance of landscaped areas; and

WHEREAS, the City Council has ordered the filing of an Engineer's Report with the City Clerk, a report pursuant to law for the City Council's consideration, and subsequently thereto the City Council adopted its Resolution of Intention (Resolution No. 2026-041) approving the Engineer's Report and declaring the intention of the City Council to order the levy and collection of assessments to pay the costs and expenses of maintaining the landscaped areas in the District for the fiscal year commencing July 1, 2026, and ending June 30, 2027; and

WHEREAS, in November 1996, the voters of the State of California passed Proposition 218 which added Articles XIIIC and XIIID to the California Constitution requiring, among other things, new procedures for the approval of the levying of assessments against real property; and

WHEREAS, Article XIIID of the California Constitution requires that assessments comply with stated procedural and approval provisions by July 1, 1997, unless an assessment district meets certain exemptions as set forth in Section 5 of the Article, which exemptions include the following:

> "(a) any assessment imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage system or vector control."
>
> "(b) any assessment imposed pursuant to a petition signed by the persons owning all of the parcels subject to the assessment at the time the assessment is initially imposed;" and

WHEREAS, LLMD #3 assessments proposed for Fiscal Year 2026-2027 are exempt from Proposition 218 because the assessments generate revenue for the operation and maintenance of streets and highways, all expenditures thereunder qualifying as street maintenance as defined by the State of California; and

WHEREAS, LLMD #3 assessments are further exempt from proposition 218 because they were approved previously by property owner consent pursuant to a petition signed by the persons owning all of the parcels subject to the assessment at the time the assessment was initially imposed; and

WHEREAS, the adoption of this Resolution, among other things, is required in order to levy the proposed assessments for Fiscal Year 2026-2027 for LLMD #3.

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

Section 1. Following notice duly given by publication, the City Council has held a public hearing regarding the levy of the proposed assessment within the District for the fiscal year commencing July 1, 2026, and ending June 30, 2027, to pay for the costs and expenses of maintaining and servicing the public landscaped improvements installed and constructed within the District. All interested persons were afforded the opportunity to hear and be heard regarding protests, and objections have been considered by the City Council.

Section 2. The City Council hereby confirms the diagram and assessment set forth in the Engineer's Report for Fiscal Year 2026-2027 and orders the maintenance and servicing of the public landscaped improvements installed and constructed in the District in the City of Fontana.

Section 3. The adoption of this resolution constitutes the levy of an assessment for the fiscal year commencing July 1, 2026, and ending June 30, 2027.

Section 4. The maintenance and servicing of the public landscaped areas shall be performed pursuant to law and the County Auditor of San Bernardino shall enter on the County Assessment Roll opposite each lot or parcel of land the amount of the assessment and such assessment shall then be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the assessments shall be paid to the City Treasurer.

Section 5. The City Treasurer shall deposit all moneys representing assessments collected by the County to the credit of a special fund known as Local Lighting Maintenance District No. 3, City of Fontana.

Section 6. The City Clerk is hereby authorized and directed to file the assessment with the County Auditor, together with a certified copy of this Resolution upon its adoption.

Section 7. A certified copy of the assessment diagram shall be filed in the office of the City Clerk and open for public inspection.

APPROVED AND ADOPTED this 23rd day of June, 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 resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting on the 23rd day of June, 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

File #: 26-1101
Agenda #: D.

Agenda Date: 7/14/2026
Category: Public Hearing

FROM:
Engineering

SUBJECT:
Consider Resolution Adopting Findings and Determinations regarding exhaustion of administrative remedies and to proceed with public hearing; Conduct a Public Hearing; and Consider Ordinance and Resolution Adopting sewer rate adjustment for Fiscal Years 2026-27 through 2030-31

RECOMMENDATION:

1. Approve **Resolution No. 2026-067**, adopting findings and determinations regarding exhaustion of administrative remedies and to proceed with public hearing;

2. Conduct a public hearing;

3. Approve **Resolution No. 2026-068**, adopting proposed adjustments to the City's sewer rates; and

4. Approve **Ordinance No. 1993**, authorizing adoption of new or increased sewer services fees by Resolution, and taking certain other actions relating thereto.

COUNCIL GOALS:

- 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.
- Practice sound fiscal management by fully funding liabilities and reserves.
- Practice sound fiscal management by developing long-term funding and debt management plans.
- Practice sound fiscal management by producing transparent information in a timely matter.
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.

DISCUSSION:
The City of Fontana owns, operates, and maintains an extensive wastewater collection system consisting of approximately 474 miles of sewer lines, nine lift stations, two inverted siphons, approximately 45,000 service connections, and five regional discharge outlets. The system is comprised primarily of vitrified clay pipe (VCP), with the remaining facilities constructed of ductile iron pipe (DIP) and polyvinyl chloride (PVC), located both within and outside the City limits. The City's

responsibility is limited to operation and maintenance of the wastewater conveyance system. Wastewater treatment services are provided separately by the Inland Empire Utilities Agency (IEUA) and the City of Rialto, as applicable.

The City last completed a Proposition 218 sewer rate adjustment in 2021. Since that time, increased operating costs, inflationary pressures, aging infrastructure, and ongoing capital needs have made it necessary to re-evaluate whether the existing sewer collection rates remain sufficient to support the wastewater funds. In order to assess the long-term financial condition of the Sewer Fund, the City Council approved an agreement with Raftelis Financial Consultants, Inc. (Raftelis) on January 13, 2026, to prepare a comprehensive sewer rate study using the City's existing rate structure.

The purpose of the study was to evaluate whether current sewer collection revenues are adequate to fund ongoing operations and maintenance, maintain appropriate reserve levels, support continued reinvestment in aging infrastructure, and provide funding for planned capital improvement projects. The study also considered the establishment of a formal reserve policy for the Sewer Fund, including a target operating reserve equivalent to 60 days of operation and maintenance expenditures.

Raftelis prepared a status quo financial plan to evaluate whether the City's current wastewater rates would be sufficient to fund projected collection system costs over the study period of Fiscal Year 2027 through Fiscal Year 2036. Based on City-provided data, including projected revenues, operating and maintenance expenses, debt service obligations, and capital improvement costs, Raftelis determined that maintaining the current rates throughout the study period would not be financially sustainable. Specifically, the analysis found that the City would fail to meet its reserve target in each year of the study period and would fully deplete available reserves by Fiscal Year 2028. The study further concluded that, under the current rate structure, the Sewer Fund would not generate sufficient revenue to fully fund ongoing operating expenses.

These findings demonstrate that a rate adjustment is necessary at this time to correct the structural imbalance within the Sewer Fund, preserve the City's ability to maintain reliable wastewater collection service, and avoid the need for more significant rate increases in future years. The proposed rate adjustments are intended to provide a phased approach to restoring the financial health of the wastewater funds while maintaining service levels and funding the City's infrastructure obligations.

The table below summarizes the proposed maximum revenue adjustments for the wastewater enterprise and the corresponding estimated monthly increase to the City's sewer collection charge, which is currently $12.68 per equivalent dwelling unit (EDU):

Effective Date	Proposed Revenue Adjustment	Estimated Monthly Bill Increase
July 1, 2026	15%	$1.92
July 1, 2027	10%	$1.46
July 1, 2028	10%	$1.60
July 1, 2029	10%	$1.76
July 1, 2030	10%	$1.94

The proposed sewer collection rates are based on a financial plan designed to eliminate the current structural deficit and provide sufficient funding for operations, capital expenditures, and reserve

levels. As part of this effort, a reserve policy was developed based on the financial risks faced by the utility. The recommended reserve structure includes an operating reserve to provide working capital for day-to-day cash flow needs, temporary revenue fluctuations, and unforeseen operating expenses, with a target of 60 days of operation and maintenance expenditures. The reserve structure also includes a capital replacement and improvement reserve to help fund annual capital needs, reduce the impact of unexpected infrastructure failures, and support planned capital improvement projects.

It should also be noted that the proposed rate adjustments apply only to the City's sewer collection charges, which fund the operation and conveyance of wastewater flows to IEUA and the City of Rialto. Treatment charges are assessed separately by IEUA and Rialto and are adjusted independently, generally effective July 1 and January 1, respectively. The treatment charges from each agency are proposed to be passed-through to each sewer service customer as part of the City's regular billing for sewer service and are subject to an annual cap of 15% per year. In addition, industrial and commercial customers will continue to pay pretreatment fees, separate from the City's sewer collection fees, to support wastewater regulatory compliance programs. Those pretreatment fees are adjusted annually based on the Consumer Price Index, effective July 1 of each year.

Environmental Impact

This is not a "Project" as defined by the California Environmental Quality Act (CEQA). Pursuant to Section 15378(a), a "Project" means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. According to Section 15378(b), a Project does not include: (5) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

FISCAL IMPACT:

The anticipated increase in Sewer revenue required to fund ongoing operations and maintenance, maintain appropriate reserve levels, support continued reinvestment in aging infrastructure, and provide funding for planned capital improvement projects is summarized below:

Line	Detail			FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
1	Revenue Under Existing Rates (City Charges)			$9,851,120	$9,851,120	$9,851,120	$9,851,120	$9,851,120
2	Revenue Adjustments							
3		Month	Adjustment					
4	FY 2027	July	15%	$1,499,897	$1,499,897	$1,499,897	$1,499,897	$1,499,897
5	FY 2028	July	10%		$1,135,102	$1,135,102	$1,135,102	$1,135,102
6	FY 2029	July	10%			$1,248,612	$1,248,612	$1,248,612
7	FY 2030	July	10%				$1,373,473	$1,373,473
8	FY 2031	July	10%					$1,510,820
9	**Total City Charges Rate Revenue**			**$11,351,018**	**$12,486,120**	**$13,734,732**	**$15,108,205**	**$16,619,025**

MOTION:

Approve staff recommendation.

ATTACHMENTS:

1. Resolution No. 2026-067
2. Resolution No. 2026-068

3. Ordinance No. 1993
4. Raftelis Wastewater Study, April 16, 2026
5. Proposition 218 Public Notice
6. Raftelis Presentation, April 28, 2026
7. Affidavit of Publication

RESOLUTION NO. 2026-067

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, ADOPTING FINDINGS AND DETERMINATIONS RELATED TO THE PRESENTMENT OF OBJECTIONS TO THE PROPOSED SEWER SERVICE FEES IN COMPLIANCE WITH EXHAUSTION OF ADMINISTRATIVE REMEDIES PROCEDURES PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTIONS 53759.1 AND 53759.2, AND TAKING OTHER ACTIONS RELATED THERETO

WHEREAS, section 6 of Article XIII D of the California Constitution ("Proposition 218") and the Proposition 218 Omnibus Implementation Act (Government Code § 53750, et seq.) require that, prior to imposing any increase to the sewer service fees, the City of Fontana (the "City") shall provide written notice by mail of: (1) the proposed increases to such sewer service fees to the record owner of each parcel upon which the sewer service fees are proposed for imposition (record owners); (2) the amount of the sewer service fees proposed to be imposed on each parcel; (3) the basis upon which the sewer service fees were calculated; (4) the reason for the sewer service fees; and (5) the date, time, and location of a public hearing ("Hearing") on the proposed sewer service fees; and

WHEREAS, pursuant to Proposition 218, such written notice is required to be provided to the record owners not less than forty-five days (45) prior to the Hearing on the proposed sewer service fees; and

WHEREAS, the City provided written notice ("Notice") to record owners and to customers of record who are not the property owner (e.g., a tenant) in compliance and consistent with Proposition 218; and

WHEREAS, the Notice included a prominently displayed statement that contained the information that all written objections to the proposed sewer service fees must be submitted within the written objection period and that a failure to timely object in writing bars any right to challenge the proposed sewer service fees through a legal proceeding and that contained all substantive and procedural requirements for submitting an objection to the proposed sewer service fees; and

WHEREAS, the City established a written objection period with a deadline of 2:00 P.M. on June 23, 2026, to submit an objection; and

WHEREAS, the City made available to the public the proposed sewer service fees no less than 45 days prior to the deadline to submit an objection; and

WHEREAS, the City posted on its internet website a written basis for the proposed sewer service fees and included a link to the internet website in the Notice; and

WHEREAS, the City mailed the written basis to any property owner upon request or, if no such requests were made, would have mailed the written basis to any property owner upon request; and

WHEREAS, the City provided at least 45 days for a property owner or customer of record (e.g., a tenant), to review the proposed sewer service fees and to timely submit a written objection to the proposed sewer service fees that specifies the grounds for alleging noncompliance; and

WHEREAS, the City considered and responded in writing, including the grounds for which a challenge is not resulting in amendments to the proposed sewer service fees, to any timely submitted written objections prior to the close of the Hearing; and

WHEREAS, timely submitted written objections and agency responses were presented to the City Council for consideration prior to or during the Hearing; and

WHEREAS, the City Council now desires to make findings and determinations related to the proposed sewer service fees.

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

Section 1. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. The City Council has found and has determined that the written objections and the City's responses do not warrant clarification to any proposed sewer service fee; no reduction in any proposed sewer service fee is warranted; no further review is needed before making a determination on whether clarification or reduction of the proposed sewer service fees is needed; and to proceed with the Hearing.

Section 3. The City Clerk shall certify to the adoption of this Resolution.

Section 4. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this 23rd day of June, 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 resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting on the 23rd day of June, 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

RESOLUTION NO. 2026-068

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, ADOPTING SEWER SERVICE CHARGES, MAKING CEQA FINDINGS, AND TAKING CERTAIN ACTIONS RELATING THERETO

WHEREAS, the City of Fontana (the "City") owns and operates a sewer collection and transmission system and partners with the Inland Empire Utilities Agency (the "IEUA") and the City of Rialto ("Rialto") for use of each agency's sewer treatment plant to provide sewer service to City customers; and

WHEREAS, the City has engaged an independent rate consultant to prepare the City of Fontana Wastewater Rate Study, dated April 2026 (the "Rate Study"), which is on file in the City Clerk's Office and incorporated herein by this reference, to analyze the costs of providing sewer service to City customers; and

WHEREAS, the Rate Study determined the City must increase its sewer collection service charges (the "City Collection Charge") in order to keep pace with the costs of providing sewer service; and

WHEREAS, the City Collection Charge is a uniform fixed charge per month for all customer classes receiving sewer service; and

WHEREAS, in addition to imposing City Collection Charge increases the City will continue to pass-through to sewer service customers as part of their sewer service billing the applicable IEUA (the "IEUA Charges") or Rialto (the "Rialto Charges"), as applicable, charged to the City, as may be amended by the IEUA and Rialto from time to time (the IEUA Charges and Rialto Charges shall also be known as the "Pass-Through Charges" and the City Collection Charge and the Pass-Through Charges collectively shall be the "Sewer Service Charges"); and

WHEREAS, the Pass-Through Charges shall be subject to an annual maximum cap not to exceed 15% per year, in no event shall the Pass-Through Charges exceed the costs to provide sewer service to the parcels, and the City shall provide at least 30 days written notice in advance of increases to the Sewer Service Charges in compliance with State law; and

WHEREAS, the sewer rate structure is designed to proportionately allocate the cost of service to each parcel, will generate sufficient revenue to provide sewer service, and such revenues will be used only for providing sewer service to parcels served by the City; and

WHEREAS, the City Council determined to hold a public hearing to consider the adoption of the increased Sewer Service Charges, and notices of the public hearing were mailed to the record owner of any parcel upon which the Sewer Service Charges

are proposed for imposition, and any tenant who is directly liable for the payment of Sewer Service Charges (i.e., a customer of record who is not a property owner); and

WHEREAS, the notices were mailed not less than 45 days prior to the deadline for submitting valid legal objections and the date of the public hearing held on June 23, 2026 on the proposed Sewer Service Charges; and

WHEREAS, the City Council held a public hearing on June 23, 2026, to consider the proposed Sewer Service Charges, and at the public hearing the City Council considered the Rate Study, heard all oral testimony and considered all written materials and written protests concerning the adoption and imposition of, and the proposed adjustments and increases to the Sewer Service Charges; and

WHEREAS, at the close of the public hearing, the City did not receive written protests against the establishment and imposition of the proposed sewer service charges from a majority of the record owners of the parcels upon which the Sewer Service Charges are proposed for imposition or tenants directly liable for the payment of the Sewer Service Charges; and

WHEREAS, the City Council is authorized and has determined to approve the proposed Sewer Service Charges and act accordingly on the matter.

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

Section 1. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. The City Council has evaluated and hereby approves the maximum rates for the Sewer Service Charges, and adopts such rates in accordance with the authority of Health and Safety Code section 5471 *et seq*. and all other applicable law. The City may impose the Sewer Service Charges up to the maximum amounts, and on the effective dates, set forth in Exhibit “A” attached hereto.

Section 3. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held to be unconstitutional or otherwise invalid by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council hereby declares that it would have adopted the remainder of this Resolution, including each section, subsection, sentence, clause, phrase, or portion irrespective of the invalidity of any other article, section, subsection, sentence, clause, phrase, or portion.

Section 4. In accordance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines, the City Council has determined that the increases in the Sewer Service Charges are exempt from CEQA pursuant to Section 15378 and Section 15273 of the CEQA Guidelines and Public Resources Code section 21080(b)(8)

because: (i) the increased charges are for the purpose of meeting operational and maintenance expenses of the aforementioned services; and (ii) the charges constitute the creation of a funding mechanism/other governmental fiscal activity which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. The documents and materials that constitute the record of proceedings on which these findings have been based are located in the Office of the City Clerk, located at 16860 Valencia Ave., Fontana, CA 92335. The custodian for these records is the City Clerk.

Section 5. This Resolution shall take effect immediately, and that all resolutions, ordinances, or administrative actions by the City Council, or parts thereof that are inconsistent or in conflict with any provision of this Resolution are hereby superseded only to the extent of such inconsistency or conflict.

Section 6. The City Manager, or designee thereof, is authorized to take all actions necessary or convenient to effectuate the purposes of this Resolution.

APPROVED AND ADOPTED this 23rd day of June, 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 resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting on the 23rd day of June 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"

SEWER SERVICE CHARGES

[ENTER ALL RATE TABLES AS PROVIDED IN THE PROP. 218 NOTICE]

ORDINANCE NO. 1993

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, AUTHORIZING ADOPTION OF NEW OR INCREASED SEWER SERVICE FEES BY RESOLUTION, AND TAKING CERTAIN OTHER ACTIONS RELATING THERETO

WHEREAS, the City of Fontana (the "City") owns and operates a sewer collection and transmission system and partners with certain other public agencies for use of their sewer treatment plant to provide sewer service to City customers; and

WHEREAS, the City establishes and collects sewer service fees for providing such service and must periodically update the sewer service fees to recover the costs of providing sewer service to City customers; and

WHEREAS, California Health and Safety Code section 5471 *et seq.* ("Section 5471") previously required public agencies that impose utility fees and charges, such as the City's sewer service fees, to adopt new or increased fees by ordinance; and

WHEREAS, effective January 1, 2017, Section 5471 *et seq.* were amended to allow for adoption of new or increased sewer service fees for sewer service by resolution as well as by ordinance; and

WHEREAS, the City previously adopted its sewer service fees for sewer service by ordinance in compliance with Section 5471 prior to amendment, and now wishes to authorize future new or increased sewer service fees by resolution, and such authorization sought by this Ordinance shall be retroactive to January 1, 2017, the date Section 5471 was amended; 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. Recitals. The above recitals are true, correct and incorporated herein by reference.

Section 2. Authorization. The City Council hereby authorizes any future fee or charge for sewer service to be adopted by resolution and when so adopted, shall supersede any fee or charge previously adopted by resolution or ordinance.

Section 3. 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 4. Certification. The City Clerk of the City Council shall certify the adoption of this Ordinance.

Section 5. Severability. If any provision of this Ordinance or the application of any such provision to any person or circumstance is held invalid by a court of competent jurisdiction, 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 23rd day of June 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 23rd day of June 2026, and was finally passed and adopted not less than five days thereafter on the 14th day of July 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

Wastewater Rate Study

REPORT / April 16, 2026

FONTANA
CALIFORNIA

RAFTELIS

RAFTELIS

April 16, 2026

Ms. Gia Kim
Public Works Director
City of Fontana
16860 Valencia Avenue
Fontana, CA 92335

Subject: Wastewater Rate Study Report

Dear Ms. Kim:

Raftelis is pleased to provide this Wastewater Rate Study Report (Report) for the City of Fontana (City) to develop a financial plan to help the City meet its annual expenses and provide fiscal stability, as well as to establish wastewater rates that are equitable and consistent with the cost of providing service.

The major objectives of the study include the following:

- Develop a financial plan for the wastewater enterprise to ensure financial sufficiency, meet operation and maintenance (O&M) costs, ensure sufficient funding for capital improvement needs, and improve the financial health of the enterprise
- Recommend sound and sufficient reserve funds
- Review current rate structures for the wastewater enterprise
- Recommend a five-year schedule of wastewater rates consistent with regulatory standards

The report summarizes the key findings and recommendations for the financial plan of the wastewater utility and the development of the updated wastewater rates.

It has been a pleasure working with you, Ms. Kim, and the City staff, and we thank you for the support provided throughout this study.

Sincerely,

Angie Flores
Vice President

John Wright
Principal Consultant

Nicholas Kennedy
Consultant

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1. Executive Summary

1.1. Background

In 2026, the City of Fontana (City) engaged Raftelis to conduct a Wastewater Rate Study (Study) to develop a ten-year financial plan, and a five-year rate schedule for the wastewater utility that are equitable and in compliance with Proposition 218.

This executive summary describes the rate study process, methodology, and recommendations for the City's wastewater rates. The City wishes to establish fair and equitable rates that:

- Meet the City's wastewater enterprise fiscal needs for operation and maintenance (O&M) costs, capital improvement costs, reserve goals, and ensure the financial health of each enterprise, and
- Prepare a five-year schedule of wastewater rates consistent with the cost of providing service.

The City of Fontana covers roughly 52 square miles in San Bernardino County and has a population of approximately 220,000. The City provides sewer collection services to a mixture of residential, commercial, and industrial sewer customers. The City also provides collection services to unincorporated and outside city customers. Collected sewage is conveyed to either the Inland Empire Utilities Agency (IEUA) regional wastewater reclamation facilities or the City of Rialto for wastewater treatment.

Existing sewer facilities include approximately 474 miles of sewer lines, 9 lift stations, 2 inverted siphons, roughly 45,000 service connections, and 5 regional discharge outlets. The collection pipes are mainly constructed of Vitrified Clay Pipe (VCP), with the remaining pipes constructed using Ductile Iron Pipe (DIP) and Polyvinyl Chloride (PVC).

1.2. Process

Raftelis developed a wastewater financial plan for the City. The financial plan considers the total revenue adjustments needed to meet capital improvement costs, operational expenses, debt service, and reserve policies during the five-year rate-setting period. After developing the financial plans, Raftelis conducted cost-of-service analyses to determine wastewater rates.

The current wastewater rate structure consists of a City sewer collection charge per equivalent dwelling unit (EDU), and an Inland Empire Utilities Agency (IEUA) Sewer Treatment charge or Rialto Sewer treatment charge per EDU, depending on who provides wastewater treatment. For this rate study, Raftelis is making rate recommendations for the City collection charge only. The differential charges for areas outside the City boundaries have been removed, since staff does not forecast additional O&M activities outside the City limits. The City also currently charges a capital deficit recovery charge, which is a component of the total City collection charge. Raftelis recommends restructuring this charge to be included in a single City collection charge. Raftelis is proposing a uniform City collection charge for all sewer customers.

1.3. Proposed Wastewater Financial Plan

Raftelis modeled a status quo financial plan to evaluate whether current wastewater rates can adequately fund the City's collection system expenses over the study period (FY 2027 – FY 2036). Using city-provided revenues, O&M expenses, debt service, and capital improvement costs, Raftelis determined that, with no rate

increases over the study period, the City will fail to meet its reserve target in each year of the study period and fully deplete its reserves by FY 2028. Under current rates, the City cannot fully fund its operating expenses, underscoring the need for revenue adjustments now to mitigate larger adjustments in the future and to ensure long-term sustainability for the wastewater enterprise.

Table 1-1 shows the proposed maximum possible revenue adjustments for the wastewater enterprise and the resulting monthly $/EDU bill change. These percentages reflect the increase from the current FY 2026 revenue generated by the total City collection charge of $12.63. The increases in

Table 1-1: Proposed Wastewater Revenue Adjustments

Effective Date	Revenue Adjustment	Monthly Bill Change
July 1, 2026	15%	$1.92
July 1, 2027	10%	$1.46
July 1, 2028	10%	$1.60
July 1, 2029	10%	$1.76
July 1, 2030	10%	$1.94

Figure 1-1 shows the proposed five-year wastewater enterprise financial plan graphically. Status quo revenue is shown by the solid line. Projected revenue is shown by the dashed line. Annual expenditures are shown in the columns. The green bars below the X-axis show reserves are drawn down year to year to fund capital and O&M costs. Revenue from current rates is not enough to cover annual O&M costs and capital improvement costs. Therefore, revenue adjustments are required to generate sufficient revenue to cover these costs over the study period. The transfers out columns in dark blue reflect transfers to the general fund, fund 702 (Sewer Capital Projects), and fund 703 (Sewer Replacement) to pay for existing debt service, O&M costs, and capital projects.

Figure 1-1: Proposed Wastewater Financial Plan

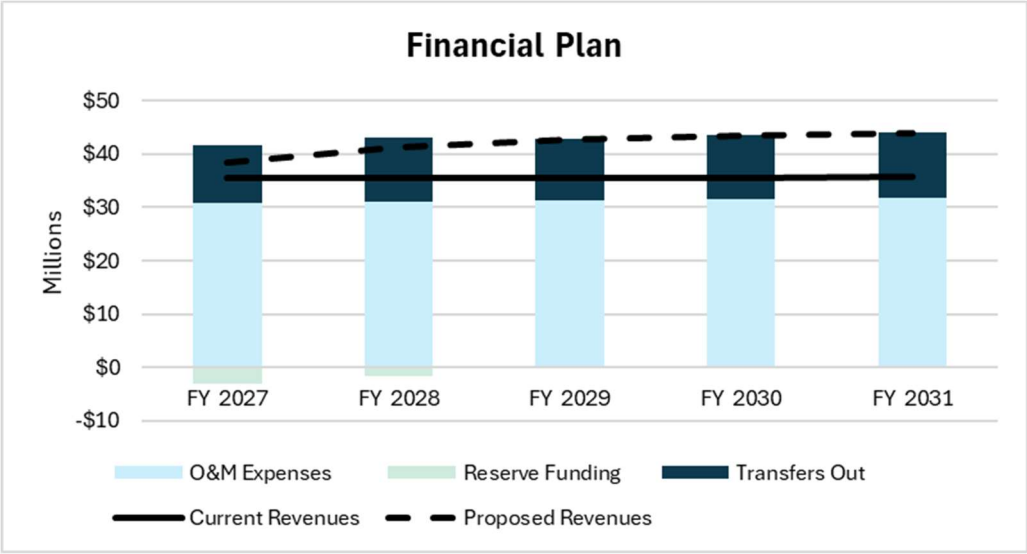


Figure 1-2 shows projected ending fund balances over the study period relative to the City's reserve target of 60 days of O&M costs. As shown by the black line, the reserve target is met in each year of the rate setting

period. While the reserves may exceed the reserve target in the first year, it is still necessary to have rate increases to ensure that the rate revenue will cover the operating and capital expenses in the following years.

Figure 1-2: Projected Wastewater Fund Ending Balance

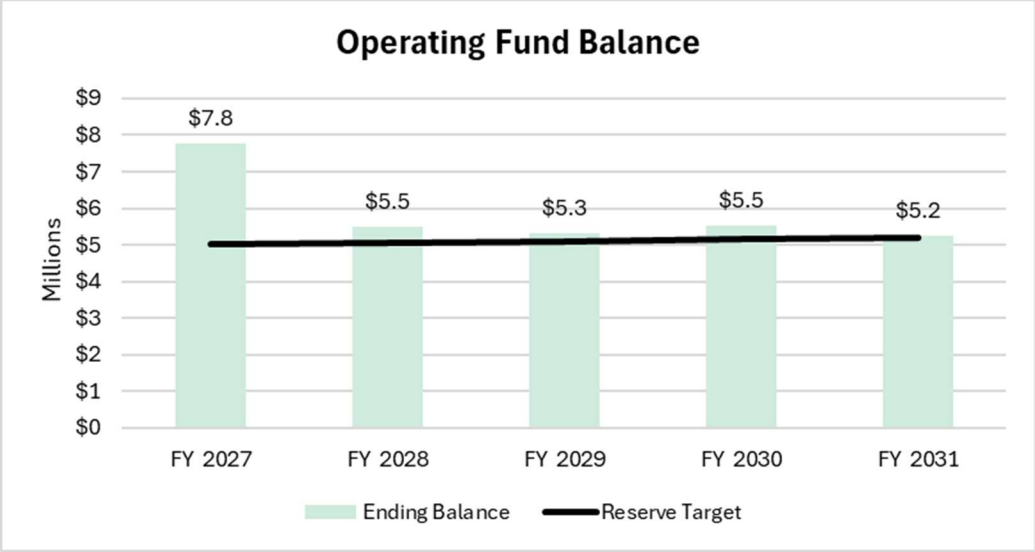
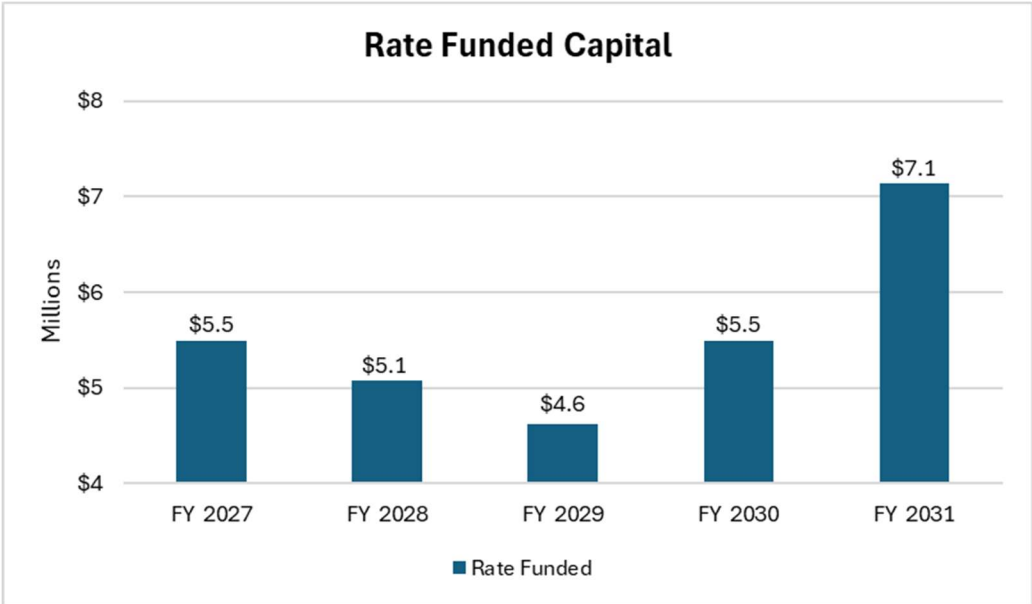


Figure 1-3 shows the proposed capital financing plan for the wastewater utility over the rate-setting period. The proposed financial plan assumes that all capital projects will be funded through rate revenue, with no plans to issue debt.

Figure 1-3: Wastewater Capital Financing Plan



1.4. Proposed Wastewater Rates

Table 1-2 shows the proposed five-year schedule of wastewater rates. Rates for FY 2027 are the result of the calculation shown in Table 5-2. Rates for all future years are equal to the prior year's rates multiplied by the revenue adjustment. All numbers are rounded up to the nearest cent to ensure adequate revenue recovery.

This rate study only proposes changes to the City collection charge. Wastewater customers are also charged a per-EDU rate based on IEUA or the City of Rialto's wastewater rate schedule. This charge will be passed through to the City customers each year. The table below shows the City's rate for FY 2027 through FY 2031, IEUA treatment rates for FY 2027, and the City of Rialto treatment rates for the duration of the rate-setting period. Subsequent year IEUA treatment rates will be passed through to customers when IEUA updates them.

The IEUA treatment charge is effective on July 1 of each fiscal year, and the Rialto treatment charge is effective on January 1 of each fiscal year. In the table below, the Rialto treatment charge shown for each year is the charge for the first half of the fiscal year, and the rate listed for the following year is what is in effect for the second half of the fiscal year. The Rialto treatment rates are only adopted through the first half of FY 2031. Once the second half of the fiscal year has a rate adopted by the City of Rialto, it will be passed through to customers. Extra Territorial customers receive an additional charge from IEUA. The rate for FY 2027 has yet to be adopted. Once adopted, this rate will be passed through to customers. All customer classes shown receive wastewater treatment from IEUA unless labeled as Rialto.

Table 1-2: Proposed Five-Year Wastewater Rate Schedule

Wastewater Rate($/EDU)	Current	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Regular						
City Collection Charge	$12.63	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge	$27.02	$29.45	Pass-Through	Pass-Through	Pass-Through	Pass-Through
Total Charge	**$39.65**	**$44.00**	**Total Charge Dependent on the Pass-Through**			
Apartments						
City Collection Charge	$12.63	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge	$18.91	$20.62	Pass-Through	Pass-Through	Pass-Through	Pass-Through
Total Charge	**$31.54**	**$35.17**	**Total Charge Dependent on the Pass-Through**			
Industrial*						
City Collection Charge	$12.63	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge	$27.02	$29.45	Pass-Through	Pass-Through	Pass-Through	Pass-Through
Total Charge	**$39.65**	**$44.00**	**Total Charge Dependent on the Pass-Through**			
Commercial*						
City Collection Charge	$12.63	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge	$27.02	$29.45	Pass-Through	Pass-Through	Pass-Through	Pass-Through
Total Charge	**$39.65**	**$44.00**	**Total Charge Dependent on the Pass-Through**			
Outside City						
City Collection Charge	$18.95	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge	$40.53	$29.45	Pass-Through	Pass-Through	Pass-Through	Pass-Through
Total Charge	**$59.48**	**$44.00**	**Total Charge Dependent on the Pass-Through**			
Apartments Outside City						
City Collection Charge	$18.95	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge	$28.37	$20.62	Pass-Through	Pass-Through	Pass-Through	Pass-Through
Total Charge	**$47.32**	**$35.17**	**Total Charge Dependent on the Pass-Through**			
Outside City Industrial*						
City Collection Charge	$18.95	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge	$40.53	$29.45	Pass-Through	Pass-Through	Pass-Through	Pass-Through
Total Charge	**$59.48**	**$44.00**	**Total Charge Dependent on the Pass-Through**			
Outside City Commercial*						
City Collection Charge	$18.95	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge	$40.53	$29.45	Pass-Through	Pass-Through	Pass-Through	Pass-Through
Total Charge	**$59.48**	**$44.00**	**Total Charge Dependent on the Pass-Through**			
Extra Territorial						
City Collection Charge	$12.63	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge	$50.55	$52.98	Pass-Through	Pass-Through	Pass-Through	Pass-Through
Extra Territorial Charge	$23.53	Pass-Through	Pass-Through	Pass-Through	Pass-Through	Pass-Through
Total Charge	**$63.18**	**Total Charge Dependent on the Pass-Through**				
Extra Territorial Apartments						
City Collection Charge	$12.63	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge	$42.44	$44.15	Pass-Through	Pass-Through	Pass-Through	Pass-Through
Extra Territorial Charge	$23.53	Pass-Through	Pass-Through	Pass-Through	Pass-Through	Pass-Through
Total Charge	**$55.07**	**Total Charge Dependent on the Pass-Through**				
Rialto						
City Collection Charge	$12.63	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge**	$89.90	$89.90	$92.61	$95.39	$98.26	$101.21
Total Charge	**$102.53**	**$104.45**	**$108.62**	**$113.00**	**$117.63**	**$122.52**
Rialto Commercial*						
City Collection Charge	$12.63	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge**	$89.90	$89.90	$92.61	$95.39	$98.26	$101.21
Total Charge	**$102.53**	**$104.45**	**$108.62**	**$113.00**	**$117.63**	**$122.52**

**Commercial and Industrial customers that participate in the City's pre-treatment program may receive additional charges.*

*** Rialto treatment charges are effective January 1st of each year. All other rates are effective July 1.*

Figure 1-4 shows a bill comparison for current and FY 2027 proposed City charges for a wastewater EDU.

Figure 1-4: Wastewater EDU Bill Impact

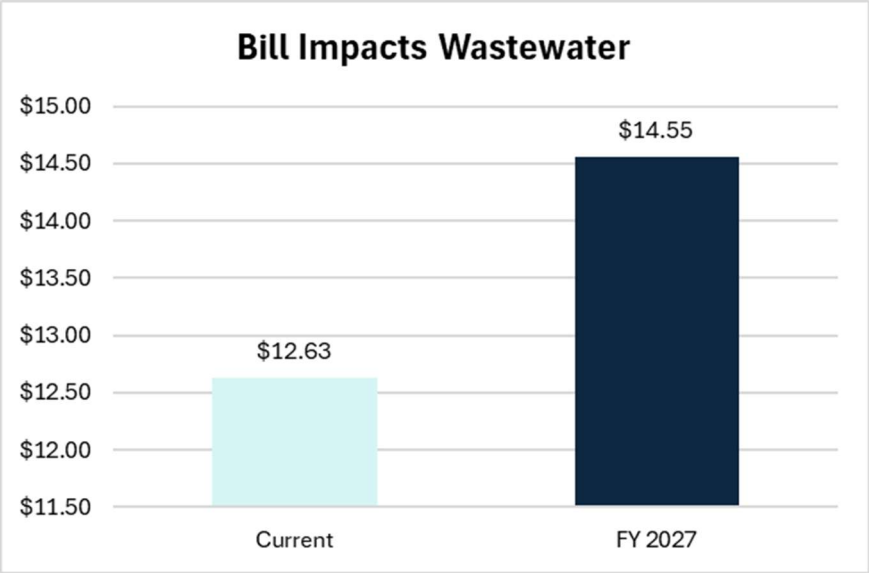
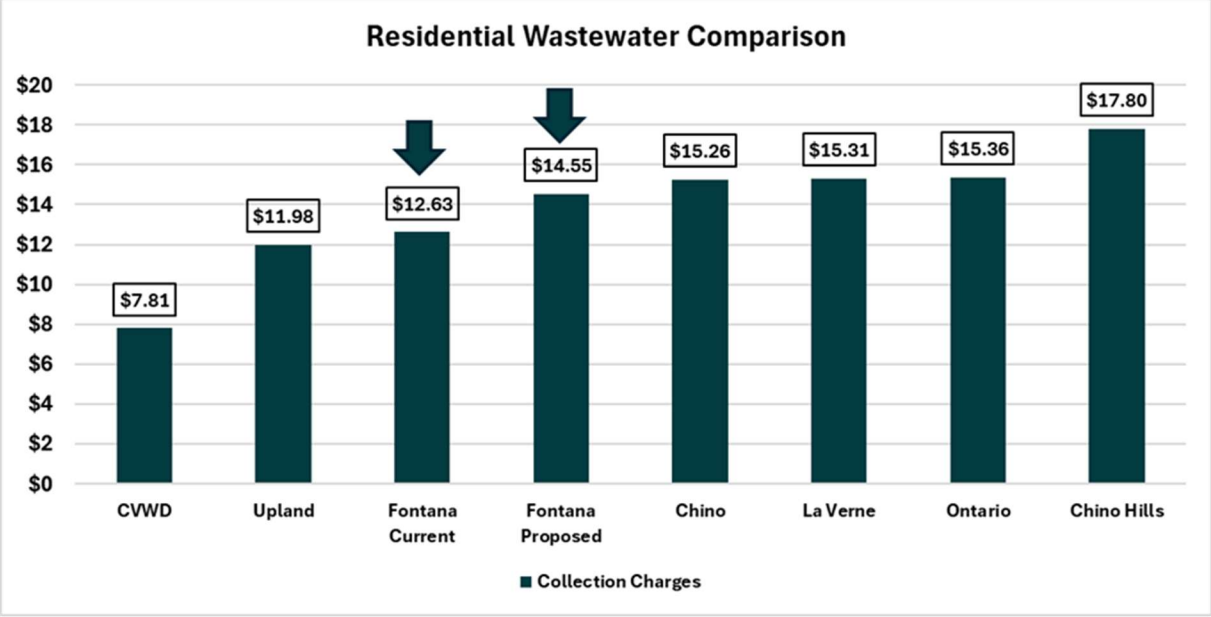


Figure 1-5 shows a rate survey comparing collection charges for the City's current and proposed FY 2027 monthly bill to neighboring agencies for a single family residence. Treatment costs are not included in this figure.

Figure 1-5: Neighboring Agency Rate Survey



2. Rate Setting Methodology

This study was conducted using industry-standard principles outlined by the Water Environment Federation (WEF) publication, Manual of Practice No. 27, Financing and Charges for Wastewater Systems. The process and approach Raftelis utilized in the study to determine wastewater rates are informed by the City's policy objectives, the current wastewater system and rates, and the legal requirements in California (namely, Proposition 218). The resulting financial plans and rate design process follows the steps outlined below to determine proposed rates that fulfill the City's objectives, meet industry standards, and align with relevant regulations.

1. **Financial Plan - Projections:** The first step is to develop a multi-year financial plan that projects the City's revenues, expenses, capital project financing, annual debt service, and reserve funding. The financial plan is used to determine the revenue adjustment, enabling the City to recover sufficient revenues to fund expenses and reserves.

2. **Financial Plan - Revenue Requirement Determination:** After completing the financial plan, the rate-making process begins by determining the revenue requirement for the test year, also known as the rate-setting year. The test year for this study is FY 2027. The revenue requirement should sufficiently fund the City's operating costs, annual debt service (including coverage requirements), capital improvement costs, and reserve funding as projected based on the annual budget estimates.

3. **Rate Design**: After determining the revenue requirement, the project team designs and calculates rates. Rates do more than simply recover costs; within the legal framework and industry standards, properly designed rates should support the City's policy objectives. Rates also serve as a public information tool, communicating these policy objectives to customers. This process also includes a rate impact analysis and sample customer bill impacts.

4. **Administrative Record Preparation and Rate Adoption:** The final step in a rate study is to develop the administrative record (report) in conjunction with the rate adoption process. This report serves as the administrative record for this study. The administrative record documents the study results and presents the methodologies, rationale, justifications, and calculations used to determine the proposed rates. A thorough and methodological administrative record serves two important functions: maintaining defensibility in a stringent legal environment and communicating the rationale for revenue adjustments and proposed rates to customers and key stakeholders.

Values shown in report tables and figures are rounded to the specified number of digits. Therefore, any manual reproduction of the calculations shown may not match the precise results displayed in the report.

3. Key Inputs and Assumptions

The key assumptions outlined in this section of the report represent the global assumptions used in the Study to project the number of customer accounts, revenues, and expenses for future years. City staff provided data on customer accounts, usage, and actual revenues and expenses for FY 2025. City staff also provided budgeted revenues and expenses for FY 2026 and FY 2027. The remaining years of the study were projected based on this information and the key assumptions shown in this section.

3.1. Current Wastewater Rates

Table 3-1 shows the current wastewater rate schedule. All customer accounts are charged a fixed charge per EDU. All customers receive city collection charges and receive treatment from either IEUA of the City of Rialto. The current City collection charge consists of two components. A $10.78 collection charge and a $1.85 capital deficit recovery charge.

Table 3-1: Current Wastewater Rate Structure

Wastewater Rate($/EDU)	Current
Regular	
City Collection Charge	$12.63
Treatment Charge	$27.02
Total Charge	**$39.65**
Apartments	
City Collection Charge	$12.63
Treatment Charge	$18.91
Total Charge	**$31.54**
Industrial*	
City Collection Charge	$12.63
Treatment Charge	$27.02
Total Charge	**$39.65**
Commercial*	
City Collection Charge	$12.63
Treatment Charge	$27.02
Total Charge	**$39.65**
Outside City	
City Collection Charge	$18.95
Treatment Charge	$40.53
Total Charge	**$59.48**
Apartments Outside City	
City Collection Charge	$18.95
Treatment Charge	$28.37
Total Charge	**$47.32**
Outside City Industrial*	
City Collection Charge	$18.95
Treatment Charge	$40.53
Total Charge	**$59.48**
Outside City Commercial*	
City Collection Charge	$18.95
Treatment Charge	$40.53
Total Charge	**$59.48**
Extra Territorial	
City Collection Charge	$12.63
Treatment Charge	$27.02
Extra Territorial Charge	$23.53
Total Charge	**$63.18**
Extra Territorial Apartments	
City Collection Charge	$12.63
Treatment Charge	$18.91
Extra Territorial Charge	$23.53
Total Charge	**$55.07**
Rialto	
City Collection Charge	$12.63
Treatment Charge**	$89.90
Total Charge	$102.53
Rialto Commercial*	
City Collection Charge	$12.63
Treatment Charge**	$89.90
Total Charge	**$102.53**

** Commercial and Industrial customers that participate in the City's pre-treatment program may receive additional charges.*

*** Rialto treatment charges are effective January 1st of each year. All other rates are effective July 1.*

3.2. Projected Service Connections

3.2.1. Wastewater EDUs

Table 3-2 shows the current and projected wastewater equivalent dwelling units. The City provided Raftelis with the number of dwelling units for FY 2025. Raftelis is assuming 0% growth over the study period as shown below.

Table 3-2: Projected Wastewater Dwelling Units

Number of EDUs	Current	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
City Customers	65,015	65,015	65,015	65,015	65,015	65,015

3.3. Wastewater Financial Plan Assumptions

Table 3-3 shows the expense inflation factors which are used to project future operating and capital project expenses for the study period. These factors were determined with input from City staff and reference industry-standard escalations under current market conditions. The inflation factors shown were applied in each year of the study period to project expenses in FY 2028 and beyond.

Table 3-3: Expense Inflation Factors

Detail	FY 2028	FY 2029	FY 2030	FY 2031
General	3%	3%	3%	3%
Salary	4%	4%	4%	4%
Benefits	4%	4%	4%	4%
Utilities	3%	3%	3%	3%
Capital	4%	4%	4%	4%

4. Wastewater Financial Plan

This section of the report details the wastewater enterprise's long-term financial plan, based on the projected revenues, expenses, debt service, and capital improvement costs. Raftelis modeled the financial plan under the status quo (no revenue adjustments) and with proposed revenue adjustments to ensure the financial sustainability of the wastewater utility. The results of the wastewater financial plan are the proposed rates for five years based on the proposed revenue adjustments.

4.1. Current Rate Revenue

The City's revenues consist of rate revenues, interest earnings on cash reserves, and other miscellaneous revenues. The rate revenue projection shown below assumes that current FY 2026 rates are in effect throughout the study period. This status quo scenario provides a baseline from which Raftelis evaluates the need for revenue adjustments.

4.1.1. Wastewater Rate Revenues at Current Rates

Raftelis projected wastewater rate revenues from the City's monthly charge per EDU for the study period based on current wastewater rates and the projected number of equivalent dwelling units (EDUs).

The City collects monthly collection charges from its customers based on the number of EDUs. Table 4-1 shows the projected rate revenues the City will collect under current rates for the rate-setting period.

Table 4-1: Projected Rate Revenues Under Current Wastewater Rates

Wastewater Rate Revenue	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
City Collection Charges	$9,851,120	$9,851,120	$9,851,120	$9,851,120	$9,851,120

4.1.2. Other Revenues

Table 4-2 shows the projected miscellaneous revenues for the wastewater enterprise, assuming no revenue adjustments.

Table 4-2: Projected Other Wastewater Enterprise Revenues, Status Quo

Miscellaneous Revenue	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
IEUA Revenue	$24,257,468	$24,257,468	$24,257,468	$24,257,468	$24,257,468
Rialto Revenue	$1,650,564	$1,700,320	$1,751,360	$1,804,054	$1,858,216
Penalty - General	$37,640	$38,016	$38,397	$38,781	$39,168
City Pre-Treatment Prog	$655,989	$655,989	$655,989	$655,989	$655,989
Penalties	$60,000	$60,600	$61,206	$61,818	$62,436
Sewer Permits	$20,000	$20,200	$20,402	$20,606	$20,812
Interest Earnings	$124,023	$56,063	$0	$0	$0
Total Miscellaneous Revenue	**$26,807,710**	**$26,790,683**	**$26,786,851**	**$26,840,745**	**$26,896,120**

4.2. Annual Expenses – Wastewater

The City's annual expenses include O&M expenses, and capital expenses. This section discusses the expenses in detail.

4.2.1. Total Operations and Maintenance Budget

The City provided Raftelis with its actual expenses for FY 2025 and the budget for FY 2026 and FY 2027. To project the City's O&M expenses, Raftelis used the escalation factors shown in Table 3-3. Table 4-3 shows a summary of the budgeted and projected O&M.

Table 4-3: Summary of Projected Wastewater Operations and Maintenance Expenses

Detail	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
IT Enterprise Support	$366,580	$381,243	$396,493	$412,353	$428,847
Sewer Billing	$424,130	$440,640	$457,797	$475,626	$494,154
DS Admin Finance	$182,290	$189,582	$197,165	$205,051	$213,254
DS Adm-Technology	$10,480	$10,899	$11,335	$11,789	$12,260
DS Adm-PT & Sewer Pro					
IEUA Expenses	$24,257,468	$24,257,468	$24,257,468	$24,257,468	$24,257,468
Rialto Expenses	$1,650,564	$1,700,320	$1,751,360	$1,804,054	$1,858,216
Other	$755,370	$780,676	$806,847	$833,912	$861,905
Sewer Lift Station	$817,370	$846,267	$876,205	$907,224	$939,362
Sewer Laterals	$436,160	$452,319	$469,086	$486,483	$504,535
Sewer Maintenance	$1,713,840	$1,775,518	$1,839,457	$1,905,741	$1,974,458
Total O&M Expenses	**$30,614,252**	**$30,834,932**	**$31,063,213**	**$31,299,702**	**$31,544,459**

4.2.2. Transfers

Aside from the O&M expenses shown above, the operating fund transfers money to the general fund, fund 703 (Sewer Replacement) and fund 702 (Sewer Capital Projects) to pay for sewer related O&M costs, capital projects, and debt service.

Table 4-4: Transfers

Detail	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Transfers Out General Fund	$2,385,330	$2,456,890	$2,530,597	$2,606,514	$2,684,710
Transfers Out Fund 703 (CIP)	$1,316,940	$2,121,445	$2,086,526	$2,397,256	$2,911,392
Transfers Out Fund 703 (Capital Reserve)	$1,440,780	$1,440,780	$1,440,780	$1,440,780	$1,440,780
Transfers Out Fund 702 (Debt)	$984,819	$984,818	$213,177	$0	$0
Transfers Out Fund 702 (CIP)	$4,076,436	$3,768,439	$3,429,279	$4,075,944	$5,298,727
Total Transfers	**$10,204,305**	**$10,772,371**	**$9,700,359**	**$10,520,494**	**$12,335,608**

4.2.3. Capital Improvement Plan

Table 4-5 shows the City's capital improvement plan for wastewater capital projects through FY 2031. All projects are planned to be cash funded. The plan averages roughly $5.5 million a year over the rate-setting period.

Table 4-5: Projected Wastewater Capital Improvement Projects

Detail	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Rate Funded CIP	$5,492,891	$5,077,873	$4,620,864	$5,492,227	$7,139,895

4.2.4. Existing and Proposed Debt Service

The City currently has outstanding debt for the wastewater utility. The existing debt is from State Water Resource Control Board (SWRCB) loan agreements for sewer trunk, lift station, and force main capital projects. The last year of payments occurs in FY 2029. Raftelis is not proposing any new debt issuances in the financial plan.

Table 4-6: Debt Service Schedule

Detail	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Existing Debt Service	$984,819	$984,818	$213,177	$0	$0

4.3. Reserve Targets

Raftelis is recommending that the City establish a wastewater enterprise reserve target. The recommended reserve policy is described below.

Operating Reserve – The Operating Reserve is used primarily to meet ongoing cash flow requirements. Raftelis is recommending that the City's reserve target be set at 60 days of O&M expenses.

4.4. Proposed Financial Plan and Revenue Adjustments

The proposed revenue adjustments are necessary to ensure adequate revenue to fund the wastewater enterprises' operating expenses. The first revenue adjustment is effective on July 1, 2026, with each following year effective on July 1. The proposed revenue adjustments would allow the City to cover its O&M costs, debt service, and capital improvement costs. Table 4-7 shows the proposed maximum possible wastewater revenue adjustments for the five-year rate-setting period and the resulting monthly $/EDU bill change. In order for the City to cover its costs and meet the reserve target, revenue adjustments are needed to ensure that rate revenues cover operating expenses over the next five years.

Table 4-7: Proposed Wastewater Revenue Adjustments

Effective Date	Revenue Adjustment	Monthly Bill Change
July 1, 2026	15%	$1.92
July 1, 2027	10%	$1.46
July 1, 2028	10%	$1.60
July 1, 2029	10%	$1.76
July 1, 2030	10%	$1.94

Table 4-8 shows the wastewater cashflow for the study period, taking into account the revenue adjustments shown above in Table 4-7. Line 1 shows the projected wastewater rate-revenue under existing City collection rate. Line 9 shows the total rate-revenue including the proposed revenue adjustments. Line 19 shows total wastewater fund revenue including miscellaneous revenues and interest. Line 35 shows total O&M expenses. Lines 38-42 detail transfers to pay O&M costs, debt service, and rate funded capital for each year. The transfer for debt service shown in line 41 is existing debt. The financial plan does not assume any future debt. Line 45 shows the net cash flow, which is the total revenue (Line 21) minus total O&M expenses and transfers (Lines 35 and 43). As shown, each year of the rate-setting period except FY 2030 results in a negative cashflow. This is the result of reserves being drawn upon to minimize customer bill impacts.

Table 4-8: Wastewater Cashflow

Line	Detail			FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
1	Revenue Under Existing Rates (City Charges)			$9,851,120	$9,851,120	$9,851,120	$9,851,120	$9,851,120
2	Revenue Adjustments							
3		Month	Adjustment					
4	FY 2027	July	15%	$1,499,897	$1,499,897	$1,499,897	$1,499,897	$1,499,897
5	FY 2028	July	10%		$1,135,102	$1,135,102	$1,135,102	$1,135,102
6	FY 2029	July	10%			$1,248,612	$1,248,612	$1,248,612
7	FY 2030	July	10%				$1,373,473	$1,373,473
8	FY 2031	July	10%					$1,510,820
9	**Total City Charges Rate Revenue**			**$11,351,018**	**$12,486,120**	**$13,734,732**	**$15,108,205**	**$16,619,025**
10								
11	**Other Miscellaneous Revenue**							
12	IEUA Revenue			$24,257,468	$24,257,468	$24,257,468	$24,257,468	$24,257,468
13	Rialto Revenue			$1,650,564	$1,700,320	$1,751,360	$1,804,054	$1,858,216
14	Penalty – General			$37,640	$38,016	$38,397	$38,781	$39,168
15	City Pre-Treatment Prog			$655,989	$655,989	$655,989	$655,989	$655,989
16	Penalties			$60,000	$60,600	$61,206	$61,818	$62,436
17	Sewer Permits			$20,000	$20,200	$20,402	$20,606	$20,812
18	Interest Earnings			$135,272	$98,492	$80,225	$80,549	$79,955
19	**Total Other Miscellaneous Revenue**			**$26,816,933**	**$26,831,085**	**$26,865,047**	**$26,919,264**	**$26,974,044**
20								
21	**Total Revenue**			**$38,167,950**	**$39,317,205**	**$40,599,778**	**$42,027,468**	**$43,593,070**
22								
23	**O&M Expenses**							
24	IT Enterprise Support			$366,580	$381,243	$396,493	$412,353	$428,847
25	Sewer Billing			$424,130	$440,640	$457,797	$475,626	$494,154
26	DS Admin Finance			$182,290	$189,582	$197,165	$205,051	$213,254
27	DS Adm-Technology			$10,480	$10,899	$11,335	$11,789	$12,260
28	DS Adm-PT & Sewer Pro							
29	IEUA Expenses			$24,257,468	$24,257,468	$24,257,468	$24,257,468	$24,257,468
30	Rialto Expenses			$1,650,564	$1,700,320	$1,751,360	$1,804,054	$1,858,216
31	Other			$755,370	$780,676	$806,847	$833,912	$861,905
32	Sewer Lift Station			$817,370	$846,267	$876,205	$907,224	$939,362
33	Sewer Laterals			$436,160	$452,319	$469,086	$486,483	$504,535
34	Sewer Maintenance			$1,713,840	$1,775,518	$1,839,457	$1,905,741	$1,974,458
35	**Total O&M Expenses**			**$30,614,252**	**$30,834,932**	**$31,063,213**	**$31,299,702**	**$31,544,459**
36								
37	**Transfers**							
38	Transfers Out General Fund			$2,385,330	$2,456,890	$2,530,597	$2,606,514	$2,684,710
39	Transfers Out Fund 703 (CIP)			$1,316,940	$2,121,445	$2,086,526	$2,397,256	$2,911,392
40	Transfers Out Fund 703 (Capital Reserve)			$1,440,780	$1,440,780	$1,440,780	$1,440,780	$1,440,780
41	Transfers Out Fund 702 (Debt)			$984,819	$984,818	$213,177	$0	$0
42	Transfers Out Fund 702 (CIP)			$4,076,436	$3,768,439	$3,429,279	$4,075,944	$5,298,727
43	**Total Transfers**			**$10,204,305**	**$10,772,371**	**$9,700,359**	**$10,520,494**	**$12,335,608**
44								
45	**Net Cash Flow**			**($2,650,607)**	**($2,290,098)**	**($163,793)**	**$207,273**	**($286,998)**

Figure 4-1 shows the proposed five-year financial plan for the wastewater enterprise. Status quo revenue is shown by the solid line. Projected revenue is shown by the dashed line. Annual expenditures are shown by the columns. The green bars below the X-axis show reserves are drawn down year to year to fund O&M and capital improvement costs. Revenue from current rates is not enough to cover annual costs. Therefore, revenue adjustments are required to generate sufficient revenue to cover these costs over the study period.

Figure 4-1: Proposed Wastewater Financial Plan

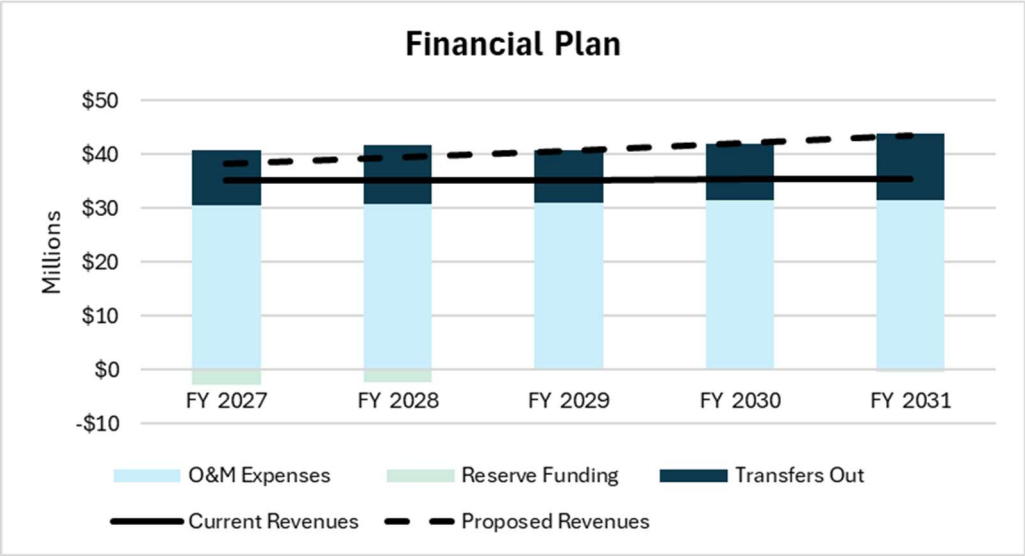


Figure 4-2 shows the projected wastewater capital improvement plan for the study period. The City does not plan to issue debt to pay for future capital projects.

Figure 4-2: Projected Wastewater Capital Plan and Funding Sources

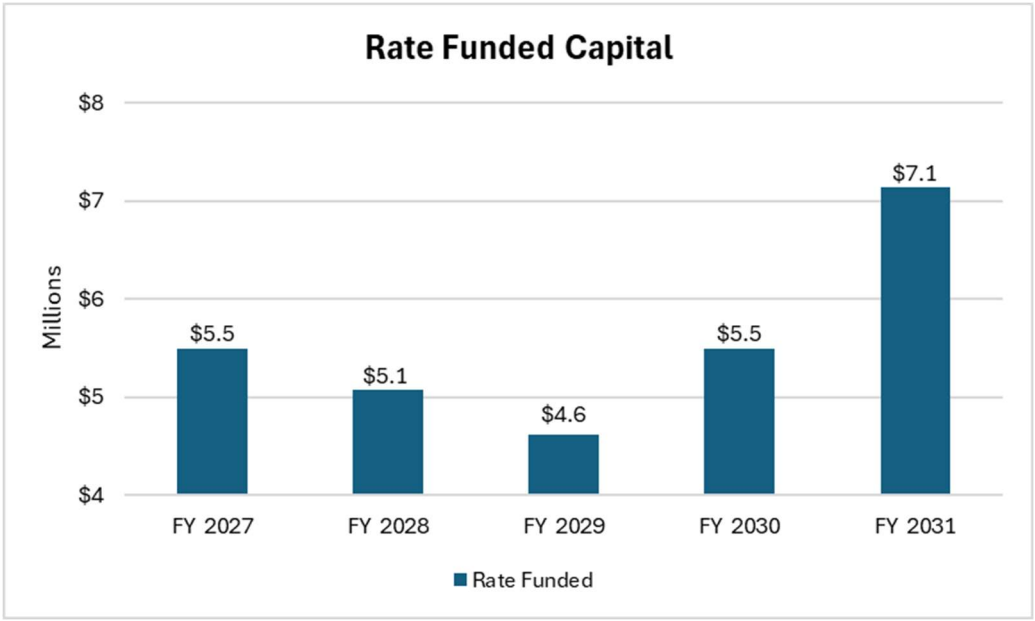
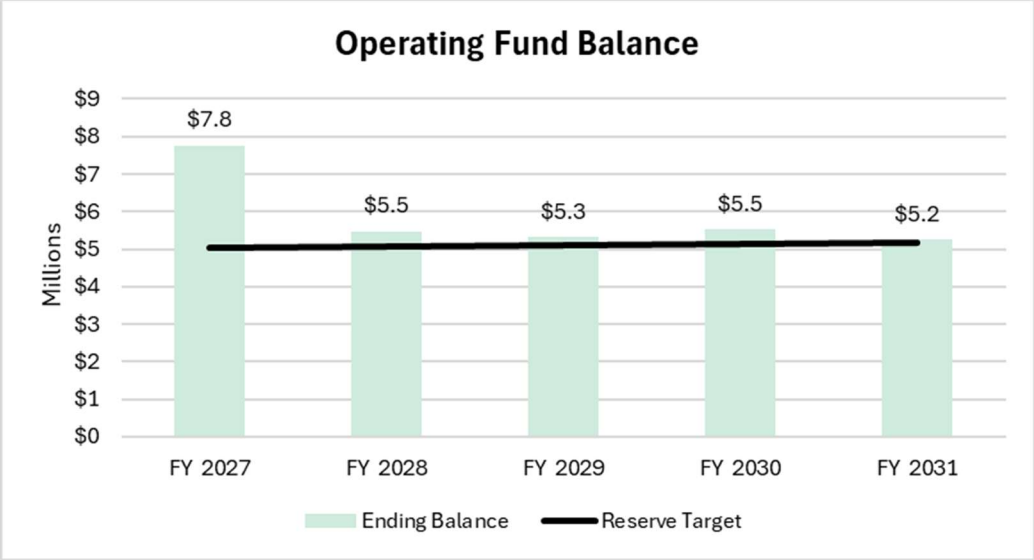


Figure 4-3 shows the projected wastewater enterprise ending balance for each year of the study period. The black line represents the operating reserve target of 60 days of operating expenses. The green bars represent the ending fund balance for each year of the study period. The balances are being drawn down to fund the capital projects.

Figure 4-3: Projected Wastewater Fund Ending Balance



5. Wastewater Rate Derivation

5.1. Changes to Rate Structure

The City currently charges a rate differential to outside city customers for the collection services provided. Raftelis is recommending that this rate differential be eliminated. Under the proposed rates, the City collection charge will be uniform for all customers. The City also currently charges two rates for collection services, a City collection charge, and a capital deficit recovery charge. Raftelis recommends restructuring the capital deficit recovery charge to be included in a single City collection charge.

5.2. Revenue Requirement Determination

The first step of designing rates is to determine the revenue requirement for the test year, or rate-setting year. The test year of this study is FY 2027. Since Raftelis is only recommending rates for the City Collection charge, the revenue requirement is simply the amount to be collected from City charges to cover O&M costs, capital improvement costs, debt service, and interfund transfers, while meeting the operating reserve target of 60 days of O&M costs. The amount shown is equal to the FY 2027 value in line 9 of Table 4-8.

Table 5-1: Wastewater Revenue Requirement

Revenue Requirement	FY 2027
Total Revenue to be Recovered from Rates	$11,351,018

5.3. Derivation of Units of Service

5.3.1. Unit Costs of Service

Raftelis calculated the cost per EDU for the City collection charge by taking the revenue requirement shown above and dividing by the number of EDUs receiving sewer collection services from the City (Table 3-2). By doing this, an annual rate is calculated for all customers receiving City collection services. This value is divided by 12 to arrive at a monthly rate.

Table 5-2: Units of Service, FY 2027

Detail	FY 2027
Revenue Requirement	$11,351,018
Number of EDUs	65,015
City Collection Annual Rate	$174.59
City Collection Monthly Rate	$14.55

6. Wastewater Rates

6.1. Wastewater Test Year Rate Derivation

Raftelis calculated updated wastewater rates for FY 2027. The revenue requirement is divided by the number of EDUs receiving City collection charges to determine the monthly charge per EDU, as shown above in Table 5-2. The total rate is shown in the last line of the FY 2027 column. This is the proposed City collection charge that will be applied to all customers.

Table 6-1 shows the test year, FY 2027 service charges for wastewater customers on a per-EDU basis. The table shows the proposed City collection charge and the treatment charge for each customer class. Every class receives wastewater treatment from IEUA unless the class is labeled as a Rialto customer. The treatment charges are rates set by either IEUA or the City of Rialto and are passed through to customers. Extra Territorial customers receive an additional charge from IEUA. The rate for FY 2027 has yet to be adopted. Once adopted, this rate will be passed through to extra territorial customers.

Table 6-1: Sewer Services Charge ($/EDU)

Wastewater Rate ($/EDU)	FY 2027
Regular	
City Collection Charge	$14.55
Treatment Charge	$29.45
Total Charge	**$44.00**
Apartments	
City Collection Charge	$14.55
Treatment Charge	$20.62
Total Charge	**$35.17**
Industrial*	
City Collection Charge	$14.55
Treatment Charge	$29.45
Total Charge	**$44.00**
Commercial*	
City Collection Charge	$14.55
Treatment Charge	$29.45
Total Charge	**$44.00**
Outside City	
City Collection Charge	$14.55
Treatment Charge	$29.45
Total Charge	**$44.00**
Apartments Outside City	
City Collection Charge	$14.55
Treatment Charge	$20.62
Total Charge	**$35.17**
Outside City Industrial*	
City Collection Charge	$14.55
Treatment Charge	$29.45
Total Charge	**$44.00**
Outside City Commercial*	
City Collection Charge	$14.55
Treatment Charge	$29.45
Total Charge	**$44.00**
Extra Territorial	
City Collection Charge	$14.55
Treatment Charge	$29.45
Extra Territorial Charge	Pass-Through
Total Charge	**Total Charge Dependent on the Pass-Through**
Extra Territorial Apartments	
City Collection Charge	$14.55
Treatment Charge	$20.62
Extra Territorial Charge	Pass-Through
Total Charge	**Total Charge Dependent on the Pass-Through**
Rialto	
City Collection Charge	$14.55
Treatment Charge**	$89.90
Total Charge	**$104.45**
Rialto Commercial*	
City Collection Charge	$14.55
Treatment Charge**	$89.90
Total Charge	**$104.45**

** Commercial and Industrial customers that participate in the City's pre-treatment program may receive additional charges.*

***Rialto treatment charges are effective January 1st of each year. All other rates are effective July 1.*

6.2. Proposed Five-Year Wastewater Rate Schedule

Table 6-2 shows the proposed 5-year wastewater rate schedule. FY 2027 rates reflect the calculation shown in Table 5-2. Rates for future years equal the FY 2027 rates multiplied by the revenue adjustment for the given year. Rates are rounded up to the nearest cent. Wastewater customers also pay a monthly fee to either IEUA or the City of Rialto for treatment. This rate is passed through each year, based on the cost to treat the wastewater.

The IEUA FY 2027 charge is effective July 1, 2026. The City of Rialto implements its rates on a calendar year basis, meaning customers receiving wastewater treatment from them have a different rate for the first (July-Dec) and second half (Jan-June) of the fiscal year. In the table below, the Rialto treatment charge shown for each year is the charge for the first half of the fiscal year, and the rate listed for the following year is what is in effect for the second half of the fiscal year. The Rialto treatment rates are only adopted through the first half of FY 2031. Once the second half of the fiscal year has a rate adopted by the City of Rialto, it will be passed through to customers. Extra Territorial customers receive an additional charge from IEUA. The rate for FY 2027 has yet to be adopted. Once adopted, this rate will be passed through to extra territorial customers.

Table 6-2: Proposed 5-Year Wastewater Rate Schedule

Wastewater Rate($/EDU)	Current	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Regular						
City Collection Charge	$12.63	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge	$27.02	$29.45	Pass-Through	Pass-Through	Pass-Through	Pass-Through
Total Charge	**$39.65**	**$44.00**	**Total Charge Dependent on the Pass-Through**			
Apartments						
City Collection Charge	$12.63	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge	$18.91	$20.62	Pass-Through	Pass-Through	Pass-Through	Pass-Through
Total Charge	**$31.54**	**$35.17**	**Total Charge Dependent on the Pass-Through**			
Industrial*						
City Collection Charge	$12.63	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge	$27.02	$29.45	Pass-Through	Pass-Through	Pass-Through	Pass-Through
Total Charge	**$39.65**	**$44.00**	**Total Charge Dependent on the Pass-Through**			
Commercial*						
City Collection Charge	$12.63	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge	$27.02	$29.45	Pass-Through	Pass-Through	Pass-Through	Pass-Through
Total Charge	**$39.65**	**$44.00**	**Total Charge Dependent on the Pass-Through**			
Outside City						
City Collection Charge	$18.95	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge	$40.53	$29.45	Pass-Through	Pass-Through	Pass-Through	Pass-Through
Total Charge	**$59.48**	**$44.00**	**Total Charge Dependent on the Pass-Through**			
Apartments Outside City						
City Collection Charge	$18.95	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge	$28.37	$20.62	Pass-Through	Pass-Through	Pass-Through	Pass-Through
Total Charge	**$47.32**	**$35.17**	**Total Charge Dependent on the Pass-Through**			
Outside City Industrial*						
City Collection Charge	$18.95	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge	$40.53	$29.45	Pass-Through	Pass-Through	Pass-Through	Pass-Through
Total Charge	**$59.48**	**$44.00**	**Total Charge Dependent on the Pass-Through**			
Outside City Commercial*						
City Collection Charge	$18.95	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge	$40.53	$29.45	Pass-Through	Pass-Through	Pass-Through	Pass-Through
Total Charge	**$59.48**	**$44.00**	**Total Charge Dependent on the Pass-Through**			
Extra Territorial						
City Collection Charge	$12.63	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge	$50.55	$52.98	Pass-Through	Pass-Through	Pass-Through	Pass-Through
Extra Territorial Charge	$23.53	Pass-Through	Pass-Through	Pass-Through	Pass-Through	Pass-Through
Total Charge	**$63.18**	**Total Charge Dependent on the Pass-Through**				
Extra Territorial Apartments						
City Collection Charge	$12.63	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge	$42.44	$44.15	Pass-Through	Pass-Through	Pass-Through	Pass-Through
Extra Territorial Charge	$23.53	Pass-Through	Pass-Through	Pass-Through	Pass-Through	Pass-Through
Total Charge	**$55.07**	**Total Charge Dependent on the Pass-Through**				
Rialto						
City Collection Charge	$12.63	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge**	$89.90	$89.90	$92.61	$95.39	$98.26	$101.21
Total Charge	**$102.53**	**$104.45**	**$108.62**	**$113.00**	**$117.63**	**$122.52**
Rialto Commercial*						
City Collection Charge	$12.63	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge**	$89.90	$89.90	$92.61	$95.39	$98.26	$101.21
Total Charge	**$102.53**	**$104.45**	**$108.62**	**$113.00**	**$117.63**	**$122.52**

** Commercial and Industrial customers that participate in the City's pre-treatment program may receive additional charges.*

*** Rialto treatment charges are effective January 1st of each year. All other rates are effective July 1.*

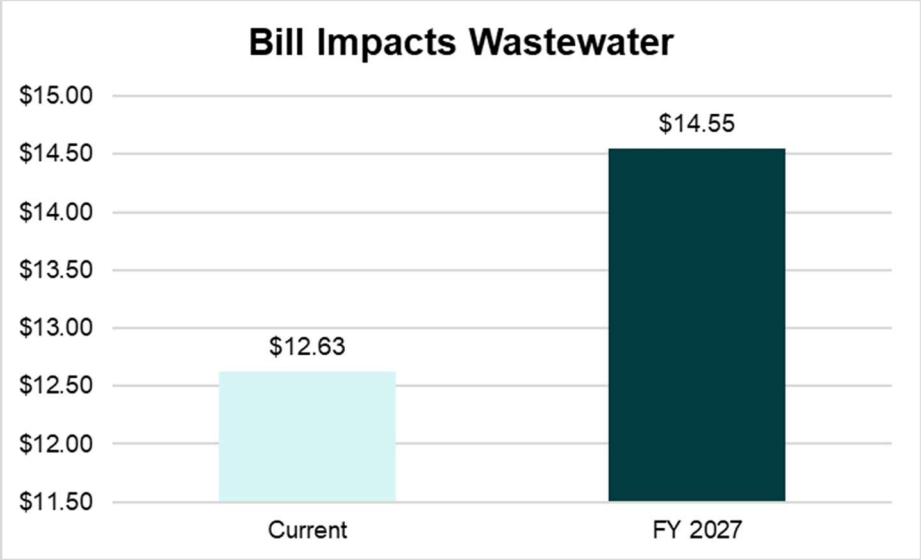
7. Customer Impact Analysis & Neighboring Agency Comparison

7.1. Customer Bill Impacts

7.1.1. Wastewater

Figure 7-1: shows the monthly bill impact per EDU, comparing the City collection rate a customer is currently charged with the proposed FY 2027 City collection rate.

Figure 7-1: Wastewater Monthly EDU Charge Bill Impact

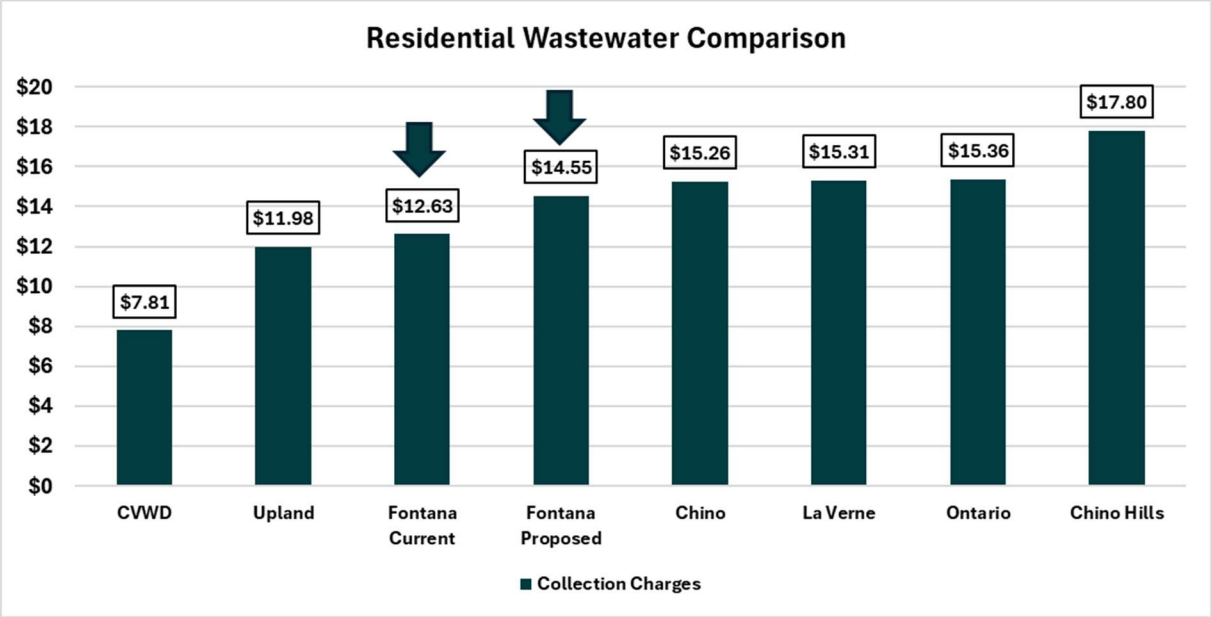


7.2. Neighboring Agency Comparison

7.2.1. Wastewater

Figure 7-2 shows a comparison to neighboring wastewater agencies for a single-family residential monthly bill. These comparisons are for one EDU.

Figure 7-2: Neighboring Wastewater Comparison, Single Family



Notice to property owners and customers

This Notice is being furnished to you by the City of Fontana in accordance with Article XIII D, Section 6 of the California Constitution (Proposition 218), which requires the City to notify customers responsible for the utility bill and property owners of record of the proposed sewer service rate adjustments. This notice is being provided to inform property owners and customers of the proposed changes and their right to protest.

This serves as notice that the Fontana City Council will conduct a Public Hearing at 2:00 p.m., or as soon thereafter as the matter may be heard, on **Tuesday, June 23, 2026, at the City of Fontana Council Chambers, 8437 Sierra Avenue, Fontana, CA 92335.**

All those interested are invited to appear at the time and place of the Public Hearing on June 23, 2026, to give oral or written testimony or to submit written protests regarding the proposed sewer service rate adjustments. The City Council will hear and consider oral testimony and written materials submitted regarding the proposed rate adjustments at the Public Hearing. The City Council has the authority to impose the proposed sewer service rate adjustments in the absence of a majority protest (described further below) provided the adjustments do not exceed the rates proposed in this Notice. If adopted, proposed sewer service rate adjustments would become effective on July 1, 2026, with annual rate adjustments thereafter each July 1, through and including, July 1, 2030.

REASONS FOR PROPOSED SEWER SERVICE RATE ADJUSTMENTS

The City hired an independent financial consultant to perform a utility rate study, which includes cost of service analyses. Think of this as a professional "financial check-up" that looks at the true cost of providing sewer services. The result of this study, which is available for your review in the City Clerk's Office and the City website, is helpful because it ensures our rates are fair and our system stays reliable for years to come. The study determined the sewer service rates require increases to address the following:

Aviso a los propietarios y clientes

La Ciudad de Fontana le proporciona este aviso de acuerdo con el Artículo XIII D, Sección 6 de la Constitución de California (Proposición 218), que exige que la Ciudad notifique a los clientes responsables de las facturas de servicios públicos y a los propietarios registrados sobre los ajustes propuestos en las tarifas del servicio de alcantarillado. Este aviso se proporciona para informar a los propietarios y clientes sobre los cambios propuestos y su derecho a protestar.

Por la presente se notifica que el Concejo de la Ciudad de Fontana llevará a cabo una audiencia pública a las 2:00 p. m., o tan pronto como el asunto pueda ser tratado, **el martes 23 de junio de 2026, en las Cámaras del Concejo de la Ciudad de Fontana, 8437 Sierra Avenue, Fontana, CA 92335.**

Se invita a todos los interesados a presentarse a la hora y en el lugar de la Audiencia pública el 23 de junio de 2026 para prestar testimonio oral o escrito, o para presentar protestas por escrito con respecto a los ajustes propuestos en las tarifas del servicio de alcantarillado. El Concejo de la Ciudad escuchará y considerará los testimonios orales y los materiales escritos presentados con respecto a los ajustes de tarifas propuestos durante la Audiencia pública. El Concejo de la Ciudad tiene la autoridad para imponer los ajustes de tarifas propuestos en ausencia de una protesta mayoritaria (que se describe más adelante), siempre que los ajustes no excedan las tarifas propuestas en este aviso. De ser aprobados, los ajustes de las tarifas del servicio de alcantarillado entrarían en vigor el 1 de julio de 2026, con ajustes tarifarios anuales posteriores cada 1 de julio, hasta el 1 de julio de 2030 inclusive.

RAZONES PARA LOS AJUSTES PROPUESTOS EN LAS TARIFAS DEL SERVICIO DE ALCANTARILLADO

La Ciudad contrató a un consultor financiero independiente para realizar un estudio de tarifas de servicios públicos, que incluye análisis de los costos del servicio. Piense en esto como un "chequeo financiero" profesional que analiza el costo real de proporcionar servicios de alcantarillado. El resultado de este estudio, que está disponible para su revisión en la Oficina de la Secretaría de la Ciudad y en el sitio web de la ciudad, es útil porque garantiza que nuestras tarifas sean justas y que nuestro sistema siga siendo confiable en los años venideros. El estudio determinó que las tarifas del servicio de alcantarillado requieren aumentos para abordar lo siguiente:

- **Managing Pass-through Costs:** Accounting for the rising fees charged by regional partners, Inland Empire Utilities Agency (IEUA) and the City of Rialto, for sewage treatment. Maximum pass-through cost shall not exceed 15%.
- **Managing Reserves and Operating Expenses:** Current rates do not cover the full cost of running the system. Without rate adjustments, the City will exhaust its sewer fund financial reserves by 2028. Acting now means smaller, more manageable increases — and a sewer system that stays reliable for years to come.

BASIS OF HOW THE SEWER SERVICE RATES ARE CALCULATED

The financial consultant's cost of service analyses (a review of what it costs to run and maintain the wastewater system) determined the proposed rates in this notice.

HOW YOUR SEWER RATE IS STRUCTURED

Your sewer bill includes two charges. The City of Fontana charges you for collecting and moving wastewater through its pipes. A separate agency, either IEUA or the City of Rialto, charges for treating that wastewater. This notice only addresses the proposed changes to the City of Fontana's collection charge.

The rate study recommends simplifying how the City of Fontana charges for its role in providing sewer service. If approved:

- All customers will pay one uniform collection charge.
- The separate charge for customers outside City limits will be eliminated.

HOW PROPOSED RATES WILL IMPACT YOUR SEWER BILL

If approved, a typical residential customer* (shown as "Regular" class in Table 1) will see an increase of $1.92 per month for the City's portion.

Rate adjustments would go into effect July 1, 2026, with future increases scheduled annually each July 1 thereafter, through and including, July 1, 2030, for the City and IEUA. All increases for the City of Rialto will take effect starting January 1, 2027.

- **Gestión de costos de transferencia (Pass-through):** Contabilización del aumento en las tarifas cobradas por los socios regionales, la Agencia de Servicios de Inland Empire (IEUA) y la ciudad de Rialto, por el tratamiento de aguas residuales. El costo máximo de transferencia no deberá exceder el 15%.
- **Gestión de reservas y gastos operativos:** Las tarifas actuales no cubren el costo total de funcionamiento del sistema. Sin ajustes en las tarifas, la Ciudad agotará las reservas financieras de su fondo de alcantarillado para el año 2028. Actuar ahora significa aumentos más pequeños y manejables, y un sistema de alcantarillado que seguirá siendo confiable en los años venideros.

BASES DEL CÁLCULO DE LAS TARIFAS DEL SERVICIO DE ALCANTARILLADO

Los análisis del costo del servicio realizados por el consultor financiero (una revisión de lo que cuesta operar y mantener el sistema de aguas residuales) determinaron las tarifas propuestas en este aviso.

CÓMO SE ESTRUCTURA SU TARIFA DE ALCANTARILLADO

Su factura de alcantarillado incluye dos cargos: La Ciudad de Fontana le cobra por la recolección y el traslado de las aguas residuales a través de sus tuberías. Una agencia independiente, ya sea la IEUA o la ciudad de Rialto, cobra por el tratamiento de dichas aguas residuales. Este aviso solo se refiere a los cambios propuestos al cargo de recolección de la Ciudad de Fontana.

El estudio de tarifas recomienda simplificar la forma en que la Ciudad de Fontana cobra por su función en la prestación del servicio de alcantarillado. De ser aprobado:

- Todos los clientes pagarán un cargo de recolección uniforme.
- Se eliminará el cargo separado para los clientes fuera de los límites de la Ciudad.

CÓMO AFECTARÁN LAS TARIFAS PROPUESTAS A SU FACTURA DE ALCANTARILLADO

De aprobarse, un cliente residencial típico* (identificado como clase "Regular" en la Tabla 1) experimentará un aumento de $1.92 mensuales en la porción correspondiente a la Ciudad.

Los ajustes de las tarifas entrarían en vigor el 1 de julio de 2026, con aumentos futuros programados anualmente cada 1 de julio a partir de entonces, hasta el 1 de julio de 2030 inclusive, para la Ciudad y la IEUA. Todos los aumentos para la Ciudad de Rialto entrarán en vigor a partir del 1 de enero de 2027.

PROPOSED SEWER SERVICE RATE INCREASES

The City is proposing five years of rate adjustments shown in the following table.

AUMENTOS PROPUESTOS EN LAS TARIFAS DEL SERVICIO DE ALCANTARILLADO

La Ciudad propone cinco años de ajustes tarifarios, los cuales se muestran en la siguiente tabla:

TABLE 1: PROPOSED MONTHLY SEWER SERVICE RATES

TABLA 1: TARIFAS MENSUALES PROPUESTAS PARA EL SERVICIO DE ALCANTARILLADO

Class | *Clase*	**Current** *Actual*	**7/1/2026 Proposed** *Propuesta*	**7/1/2027 Proposed** *Propuesta*	**7/1/2028 Proposed** *Propuesta*	**7/1/2029 Proposed** *Propuesta*	**7/1/2030 Proposed** *Propuesta*
Regular | *Regular*						
City Collection Charge *Cargo de recolección de la Ciudad*	$12.63	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge *Cargo de tratamiento*	$27.02	$29.45	Pass-Through *Costo de transferencia (Pass-Through)*			
Total Charge *Cargo total*	**$39.65**	**$44.00**	**Total Charge Dependent on the Pass-Through** *Cargo total dependiente del costo de transferencia (Pass-Through)*			
Apartments | *Apartamentos*						
City Collection Charge *Cargo de recolección de la Ciudad*	$12.63	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge *Cargo de tratamiento*	$18.91	$20.62	Pass-Through *Costo de transferencia (Pass-Through)*			
Total Charge *Cargo total*	**$31.54**	**$35.17**	**Total Charge Dependent on the Pass-Through** *Cargo total dependiente del costo de transferencia (Pass-Through)*			
Industrial* | *Industrial**						
City Collection Charge *Cargo de recolección de la Ciudad*	$12.63	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge *Cargo de tratamiento*	$27.02	$29.45	Pass-Through *Costo de transferencia (Pass-Through)*			
Total Charge *Cargo total*	**$39.65**	**$44.00**	**Total Charge Dependent on the Pass-Through** *Cargo total dependiente del costo de transferencia (Pass-Through)*			
Commercial* | *Comercial**						
City Collection Charge *Cargo de recolección de la Ciudad*	$12.63	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge *Cargo de tratamiento*	$27.02	$29.45	Pass-Through *Costo de transferencia (Pass-Through)*			
Total Charge *Cargo total*	**$39.65**	**$44.00**	**Total Charge Dependent on the Pass-Through** *Cargo total dependiente del costo de transferencia (Pass-Through)*			
Outside City | *Fuera de la ciudad*						
City Collection Charge *Cargo de recolección de la Ciudad*	$18.95	$14.55	$16.01	$17.61	$19.37	$21.31

TABLE 1: Continued... | *TABLA 1: Continuado...*

Class	*Clase*	**Current** *Actual*	**7/1/2026 Proposed** *Propuesta*	**7/1/2027 Proposed** *Propuesta*	**7/1/2028 Proposed** *Propuesta*	**7/1/2029 Proposed** *Propuesta*	**7/1/2030 Proposed** *Propuesta*
Treatment Charge *Cargo de tratamiento*		$40.53	$29.45	Pass-Through *Costo de transferencia (Pass-Through)*			
Total Charge *Cargo total*		**$59.48**	**$44.00**	**Total Charge Dependent on the Pass-Through** *Cargo total dependiente del costo de transferencia (Pass-Through)*			
Apartments Outside City | *Apartamentos fuera de la ciudad*							
City Collection Charge *Cargo de recolección de la Ciudad*		$18.95	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge *Cargo de tratamiento*		$28.37	$20.62	Pass-Through *Costo de transferencia (Pass-Through)*			
Total Charge *Cargo total*		**$47.32**	**$35.17**	**Total Charge Dependent on the Pass-Through** *Cargo total dependiente del costo de transferencia (Pass-Through)*			
Outside City Industrial* | *Industrial fuera de la ciudad**							
City Collection Charge *Cargo de recolección de la Ciudad*		$18.95	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge *Cargo de tratamiento*		$40.53	$29.45	Pass-Through *Costo de transferencia (Pass-Through)*			
Total Charge *Cargo total*		**$59.48**	**$44.00**	**Total Charge Dependent on the Pass-Through** *Cargo total dependiente del costo de transferencia (Pass-Through)*			
Outside City Commercial* | *Comercial fuera de la ciudad**							
City Collection Charge *Cargo de recolección de la Ciudad*		$18.95	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge *Cargo de tratamiento*		$40.53	$29.45	Pass-Through *Costo de transferencia (Pass-Through)*			
Total Charge *Cargo total*		**$59.48**	**$44.00**	**Total Charge Dependent on the Pass-Through** *Cargo total dependiente del costo de transferencia (Pass-Through)*			
Extra Territorial | *Extraterritorial*							
City Collection Charge *Cargo de recolección de la Ciudad*		$12.63	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge *Cargo de tratamiento*		$27.02	$29.45	Pass-Through *Costo de transferencia (Pass-Through)*			
Extra Territorial Charge *Cargo de extraterritorial*		$23.53	Pass-Through *Costo de transferencia (Pass-Through)*				
Total Charge *Cargo total*		**$63.18**	**Total Charge Dependent on the Pass-Through** *Cargo total dependiente del costo de transferencia (Pass-Through)*				

TABLE 1: Continued... | *TABLA 1: Continuado...*

Class | *Clase*	Current *Actual*	7/1/2026 Proposed *Propuesta*	7/1/2027 Proposed *Propuesta*	7/1/2028 Proposed *Propuesta*	7/1/2029 Proposed *Propuesta*	7/1/2030 Proposed *Propuesta*
Extra Territorial Apartments | *Apartamentos extraterritoriales*						
City Collection Charge *Cargo de recolección de la Ciudad*	$12.63	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge *Cargo de tratamiento*	$18.91	$20.62	Pass-Through *Costo de transferencia (Pass-Through)*			
Extra Territorial Charge *Cargo de extraterritorial*	$23.53	Pass-Through *Costo de transferencia (Pass-Through)*				
Total Charge *Cargo total*	**$55.07**	**Total Charge Dependent on the Pass-Through** *Cargo total dependiente del costo de transferencia (Pass-Through)*				
Rialto | *Rialto*						
City Collection Charge *Cargo de recolección de la Ciudad*	$12.63	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge** *Cargo de tratamiento*	$89.90	$89.90	$92.61	$95.39	$98.26	$101.21
Total Charge *Cargo total*	**$102.53**	**$104.45**	**$108.62**	**$113.00**	**$117.63**	**$122.52**
Rialto Commercial* | *Rialto Comerical**						
City Collection Charge *Cargo de recolección de la Ciudad*	$12.63	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge *Cargo de tratamiento*	$89.90	$89.90	$92.61	$95.39	$98.26	$101.21
Total Charge *Cargo total*	**$102.53**	**$104.45**	**$108.62**	**$113.00**	**$117.63**	**$122.52**

*Commercial and Industrial customers will continuously receive pre-treatment service charges, with the rate adjusted by Consumer Price Index (CPI), not to exceed 5%.

Rate	Amount
Commercial Within City	$5.15
Industrial Within City	$19.00
Commercial Outside City	$7.73
Industrial Outside City	$28.50

** Rialto treatment charges are effective January 1st of each year. All other rates are effective July 1.

The Rialto treatment charge shown for each year is the charge for the first half of the fiscal year, and the rate listed for the following year is what is in effect for the second half of the fiscal year. The Rialto treatment rates are only adopted through the first half of FY 2031. Once the second half of the fiscal year has a rate adopted by the City of Rialto, it will be passed through to customers.

*Los clientes comerciales e industriales recibirán de manera continua cargos por servicio de pretratamiento, con la tarifa ajustada según el Índice de Precios al Consumidor (IPC), sin exceder el 5%.

Tarifa	Monto
Comercial dentro de la ciudad	$5.15
Industrial dentro de la ciudad	$19.00
Comercial fuera de la ciudad	$7.73
Industrial fuera de la ciudad	$28.50

** Los cargos de tratamiento de Rialto entran en vigor el 1 de enero de cada año. Todas las demás tarifas entran en vigor el 1 de julio.

El cargo de tratamiento de Rialto que se muestra para cada año es el cargo correspondiente a la primera mitad del año fiscal, y la tarifa indicada para el año siguiente es la que está en vigor para la segunda mitad del año fiscal. Las tarifas de tratamiento de Rialto solo se han adoptado hasta la primera mitad del año fiscal 2031. Una vez que la Ciudad de Rialto adopte una tarifa para la segunda mitad del año fiscal, esta se trasladará a los clientes.

HOW TO PROTEST PROPOSED RATES

The proposed increases in sewer service rates are governed by section 6 of Article XIII D of the California Constitution and Government Code section 53750 et seq. that together are commonly referred to as "Proposition 218." There are multiple ways that property owners and customers of record subject to the proposed sewer service rates can participate in the Proposition 218 process.

Submit a Written Protest

You have the right to protest the proposed sewer service rate adjustments. The protest **must be in writing**, and it must be submitted by either the property owner or a current rate-paying tenant. It must include the property service address and/or the assessor's parcel number, the eligible individual's name (property owner or tenant), a statement to the effect of "I protest the proposed sewer rate adjustments," and an original signature.

Written protests **may be submitted by mail or in person** to the Fontana City Clerk at 16860 Valencia Avenue, Fontana, CA 92335, provided they **must be received by City staff by 2:00 p.m. Tuesday, June 23, 2026.** Written protests may also be delivered to the City during the public hearing. **All protests must be received by the City Council before the conclusion of the Public Hearing.** Any protests received after the conclusion of the Public Hearing will not be accepted or considered.

Only one written protest per affected property will be counted. Telephone, e-mail, and fax protests will not be accepted. At the Public Hearing on Tuesday, June 23, 2026, the City Council will accept and consider all written protests, written objections, and hear all oral comments on the proposed sewer service rate adjustments. Oral comments will not be counted as protests unless accompanied by a written protest as outlined within this Notice.

At the conclusion of the Public Hearing, the City Council will consider adopting the proposed sewer service rate adjustments as follows:
(1) If fewer than a majority (50% + 1) of property owners or customer ratepayers file a protest, the City Council will consider adjusting the sewer service rates as proposed.
(2) If a majority of affected property owners or customer ratepayers protest the proposed sewer service rate adjustments, and are not withdrawn in writing to reduce the number to less than a majority before the conclusion of the Public Hearing, the City Council is prohibited by law from changing its sewer service rates at this time.

If adopted, the proposed sewer service rates will take effect beginning July 1, 2026. The reasons for the rate adjustments, the basis upon which they were calculated, and the amount of the proposed sewer service rates are described in more detail in the Rate Study Report, which is available for review by appointment at the City Clerk's office and on the City's website at www.fontanaca.gov/3745/Sewer-Rate-Study-Documents. To schedule an appointment, please call 909-350-7602 or send email to clerks@fontanaca.gov.

Exhaustion of Administrative Remedies – Written Legal Objection Procedures

Pursuant to California Government Code sections 53759.1 and 53759.2, a person or entity will be prohibited from bringing a judicial action or proceeding alleging that the proposed sewer

CÓMO PROTESTAR CONTRA LAS TARIFAS PROPUESTAS

Los aumentos propuestos en las tarifas del servicio de alcantarillado se rigen por la sección 6 del Artículo XIII D de la Constitución de California y la sección 53750 y siguientes del Código de Gobierno, que en conjunto se conocen comúnmente como la "Proposición 218". Existen múltiples formas en las que los propietarios y clientes registrados sujetos a las tarifas propuestas para el servicio de alcantarillado pueden participar en el proceso de la Proposición 218.

Presentar Una Protesta Por Escrito

Usted tiene el derecho de protestar contra los ajustes propuestos en las tarifas del servicio de alcantarillado. La protesta **debe realizarse por escrito** y debe ser presentada por el propietario o por un inquilino que pague actualmente la tarifa. Debe incluir la dirección de servicio de la propiedad y/o el número de parcela del tasador (APN), el nombre de la persona elegible (propietario o inquilino), una declaración en el sentido de: "Protesto contra los ajustes propuestos a las tarifas de alcantarillado" y una firma original.

Las protestas por escrito **pueden enviarse por correo o entregarse en persona** a la Secretaría de la Ciudad de Fontana (Fontana City Clerk) a 16860 Valencia Avenue, Fontana, CA 92335, siempre que **el personal de la Ciudad las reciba antes de las 2:00 p. m. del martes 23 de junio de 2026.** Las protestas por escrito también podrán entregarse a la Ciudad durante la audiencia pública. **Todas las protestas deben ser recibidas por el Concejo de la Ciudad antes de la conclusión de la Audiencia pública.** Cualquier protesta recibida después de finalizada la Audiencia pública no será aceptada ni considerada.

Solo se contará una protesta por escrito por cada propiedad afectada. No se aceptarán protestas por teléfono, correo electrónico ni fax. En la audiencia pública del martes 23 de junio de 2026, el Concejo de la Ciudad aceptará y considerará todas las protestas por escrito, objeciones por escrito y escuchará todos los comentarios orales sobre los ajustes propuestos a las tarifas del servicio de alcantarillado. Los comentarios orales no se contabilizarán como protestas a menos que vayan acompañados de una protesta por escrito, tal como se describe en este aviso.

Al concluir la Audiencia pública, el Concejo de la Ciudad considerará la adopción de los ajustes propuestos a las tarifas del servicio de alcantarillado de la siguiente manera:
(1) Si menos de una mayoría (50% + 1) de los propietarios o clientes contribuyentes presentan una protesta, el Concejo de la Ciudad considerará ajustar las tarifas del servicio de alcantarillado según lo propuesto.
(2) Si una mayoría de los propietarios o clientes contribuyentes afectados protesta contra los ajustes propuestos y dichas protestas no son retiradas por escrito para reducir el número a menos de una mayoría antes de que concluya la Audiencia pública, la ley prohíbe al Concejo de la Ciudad cambiar sus tarifas de servicio de alcantarillado en este momento.

Si se aprueban, las tarifas propuestas para el servicio de alcantarillado entrarán en vigor a partir del 1 de julio de 2026. Los motivos de los ajustes tarifarios, la base sobre la cual se calcularon y el monto de las tarifas propuestas se describen con más detalle en el Informe del Estudio de Tarifas, el cual está disponible para su revisión mediante cita previa en la oficina de la Secretaría de la Ciudad y en el sitio web de la Ciudad en www.fontanaca.gov/3745/Sewer-Rate-Study-Documents. Para programar una cita, llame al 909-350-7602 o envíe un correo electrónico a clerks@fontanaca.gov.

Agotamiento de recursos administrativos – Procedimientos de objeción legal por escrito

De conformidad con las Secciones 53759.1 y 53759.2 del Código de Gobierno de California, se prohibirá a una persona o entidad iniciar una acción

service rates do not comply with Proposition 218 unless that person or entity has submitted a written legal objection to the proposed rates. This is known as an Exhaustion of Administrative Remedies requirement and is separate from the Proposition 218 Majority Protest process described above.

Any person or entity that wishes to challenge the proposed sewer service rates must first file a written legal objection that specifies the grounds for alleging the City's noncompliance with the law as described below. Written legal objections must be received by the City **no later than 2:00 p.m., Tuesday, June 23, 2026.**

Information related to the written basis for the proposed sewer service rate adjustments can be found on the City's website at www.fontanaca.gov/3745/Sewer-Rate-Study-Documents. You have the right to request that the City mail the written basis for the proposed sewer service rate adjustments directly to you. To request that the written basis be mailed, please call the City Clerk's Office at 909-350-7602.

Legal objections will only be considered valid if they meet the following procedural and substantive requirements:

- Legal objections **must be in writing.**
- The Fontana City Clerk must receive your written legal objections no later than 2:00 p.m., Tuesday, June 23, 2026.
- Written legal objections must be mailed or hand delivered to the Fontana City Clerk's office at 16860 Valencia Avenue, Fontana, CA 92335.
- Legal objections must include the following information:
  - Objectors name, parcel number and/or service address, including a return mailing or email address for City responses to your written objection.
  - A statement that your communication constitutes a legal objection.
  - A description of the nature of the legal objection which specifies the grounds for alleging the City's noncompliance with the law, with sufficient specificity to allow the City to determine whether any changes to the proposed sewer service rates are required. **A statement that the proposed sewer service rates are too high, or that the proposed sewer service rates violate Proposition 218, without an explanation as to the basis of your claim, will be insufficient to constitute a legal objection.**

A written protest will not constitute a valid legal objection unless it meets the requirements set forth above. Failure to submit a written legal objection prior to 2:00 p.m. on June 23, 2026, or to meet the requirements set forth above, will bar any right to challenge the proposed sewer service rates through a legal proceeding.

Statute of Limitations for Challenging Proposed Sewer Service Rates - Please note that pursuant to California Government Code section 53759, there is a 120-day statute of limitations for judicially challenging all rates set forth in this Notice that runs from the date the resolution approving the proposed rates is adopted.

QUESTIONS?

Phone: 909-350-7600
Email: engineering@fontanaca.gov

o procedimiento judicial alegando que las tarifas por servicio de alcantarillado propuestas no cumplen con la Proposición 218, a menos que dicha persona o entidad haya presentado una objeción legal por escrito a las tarifas propuestas. Esto se conoce como el requisito de Agotamiento de recursos administrativos y es independiente del proceso de protesta por mayoría de la Proposición 218 descrito anteriormente.

Cualquier persona o entidad que desee impugnar las tarifas propuestas para el servicio de alcantarillado debe presentar primero una objeción legal por escrito que especifique los motivos por los cuales se alega el incumplimiento de la ley por parte de la Ciudad, tal como se describe a continuación. Las objeciones legales por escrito deben ser recibidas por la Ciudad **a más tardar a las 2:00 p. m. del martes 23 de junio de 2026.**

La información relacionada con la base escrita para los ajustes propuestos en las tarifas del servicio de alcantarillado se puede encontrar en el sitio web de la Ciudad en www.fontanaca.gov/3745/Sewer-Rate-Study-Documents. Usted tiene derecho a solicitar que la Ciudad le envíe por correo directamente la base escrita para los ajustes propuestos en las tarifas del servicio de alcantarillado. Para solicitar que se le envíe la base escrita por correo, llame a la Oficina del Secretario Municipal al 909-350-7602.

Las objeciones legales solo se considerarán válidas si cumplen con los siguientes requisitos procesales y sustantivos:

- Las objeciones legales **deben ser por escrito.**
- La Secretaría de la Ciudad de Fontana debe recibir sus objeciones legales por escrito a más tardar a las 2:00 p. m. del martes 23 de junio de 2026.
- Las objeciones legales por escrito deben enviarse por correo o entregarse personalmente en la oficina de la Secretaría de la Ciudad de Fontana en 16860 Valencia Avenue, Fontana, CA 92335.
- Las objeciones legales deben incluir la siguiente información:
  - Nombre del objetor, número de parcela y/o dirección de servicio, incluyendo una dirección de correo postal o electrónico para que la Ciudad responda a su objeción escrita.
  - Una declaración de que su comunicación constituye una objeción legal.
  - Una descripción de la naturaleza de la objeción legal que especifique los motivos por los cuales se alega el incumplimiento de la ley por parte de la Ciudad, con la especificidad suficiente para permitir que la Ciudad determine si se requiere algún cambio en las tarifas propuestas para el servicio de alcantarillado. **Una declaración de que las tarifas propuestas para el servicio de alcantarillado son demasiado altas, o que violan la Proposición 218, sin una explicación de la base de su reclamo, será insuficiente para constituir una objeción legal.**

Una protesta por escrito no constituirá una objeción legal válida a menos que cumpla con los requisitos establecidos anteriormente. No presentar una objeción legal por escrito antes de las 2:00 p. m. del 23 de junio de 2026, o no cumplir con los requisitos establecidos anteriormente, anulará cualquier derecho a impugnar las tarifas propuestas para el servicio de alcantarillado a través de un procedimiento legal.

Plazo de prescripción para impugnar las tarifas propuestas del servicio de alcantarillado - Tenga en cuenta que, de conformidad con la sección 53759 del Código de Gobierno de California, existe un plazo de prescripción de 120 días para impugnar judicialmente todas las tarifas establecidas en este Aviso, el cual comienza a contar a partir de la fecha en que se adopte la resolución que aprueba las tarifas propuestas.

¿PREGUNTAS?

Teléfono: 909-350-7600 | Correo electrónico: engineering@fontanaca.gov

FONTANA
CALIFORNIA

Proposed Adjustments to Sewer Service Rates

Ajustes propuestos a las tarifas del servicio de alcantarillado

2:00 p.m. Tuesday, June 23, 2026
City of Fontana Council Chambers, 8437 Sierra Avenue, Fontana, CA 92335

2:00 p. m. Martes, 23 de junio de 2026
Cámaras del Concejo de la Ciudad de Fontana, 8437 Sierra Avenue, Fontana, CA 92335

Notice of Public Hearing

to Consider Proposed Adjustments to Sewer Service Rates

Aviso de Audiencia Pública

para considerar los ajustes propuestos a las tarifas del servicio de alcantarillado

FONTANA
CALIFORNIA

City of Fontana
Office of the City Clerk
16860 Valencia Avenue
Fontana, CA 92335

City of Fontana
Sewer Rate Study

Authorization of Proposition 218 Notice
April 28, 2026

RAFTELIS

Agenda

- Sewer rate study project scope
- Overview of the rate study process
- Recommended sewer utility financial plan
- Proposed sewer rates
- Comparison to adjacent utilities

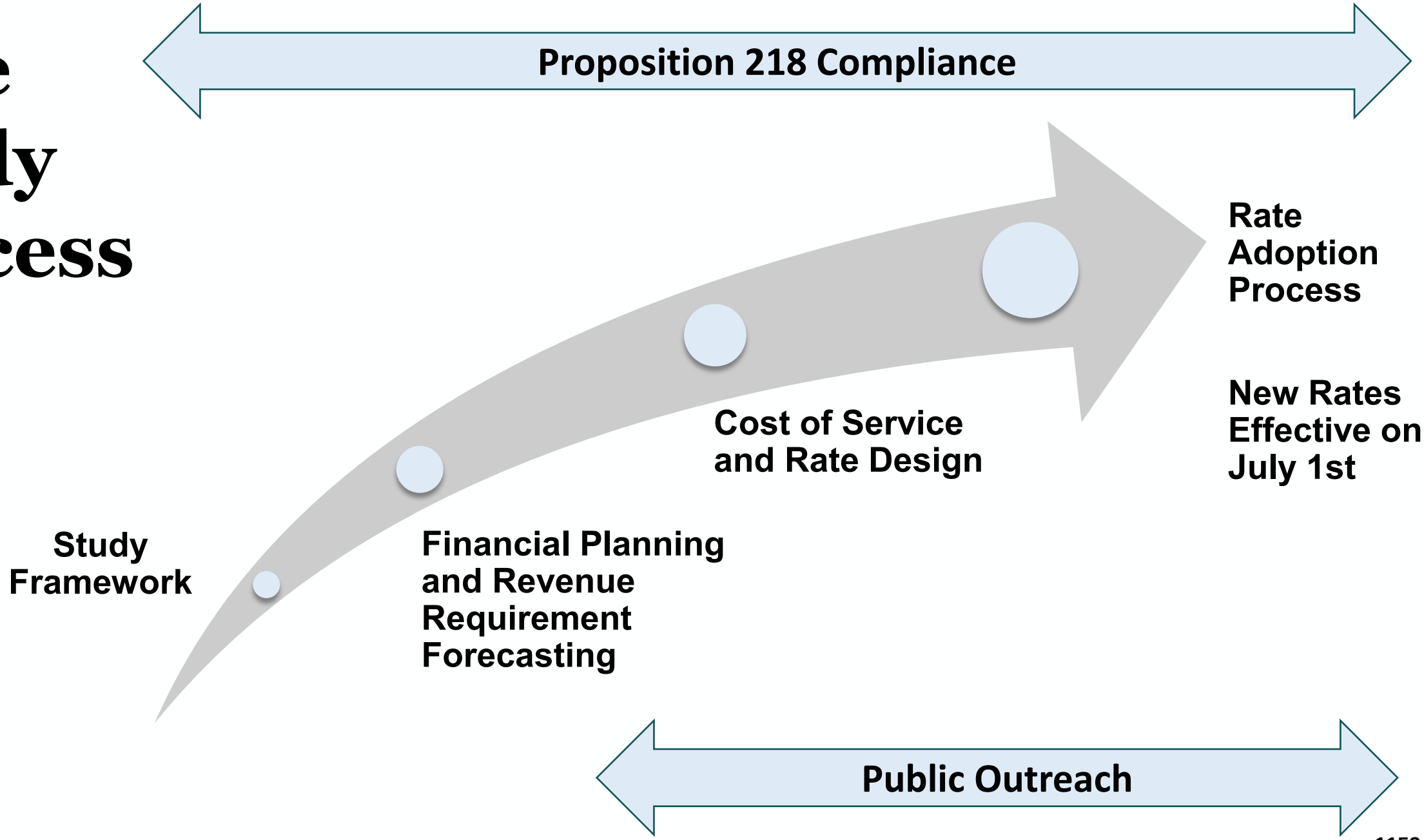
Project Scope

Project Scope

- Sewer utility financial plan for FY 2027 - FY 2031
- Proposed rates for FY 2027 - FY 2031
- Rate benchmarking to adjacent utilities
- Proposition 218 notice assistance
- Assistance at public meetings
- Financial modeling tool

Rate Study Process

Rate Study Process



Rate Study Process

Financial Planning: Long-Term Utility Revenue Sufficiency

- *How much rate revenue is required each year?*

Cost-of-Service: Equitable Allocation of Costs

- *What costs should be allocated to each customer class?*

Rate Design: Equitable Recovery of Costs

- *What rates should each customer class pay?*

Proposition 218 (Non-Legal)

- Rate revenues cannot exceed costs
- Rate revenues must be used for utility service
- Rates must be proportional to the costs incurred to provide utility service
- Utility service must be available
- 45-day notice period before formal rate adoption

Financial Planning

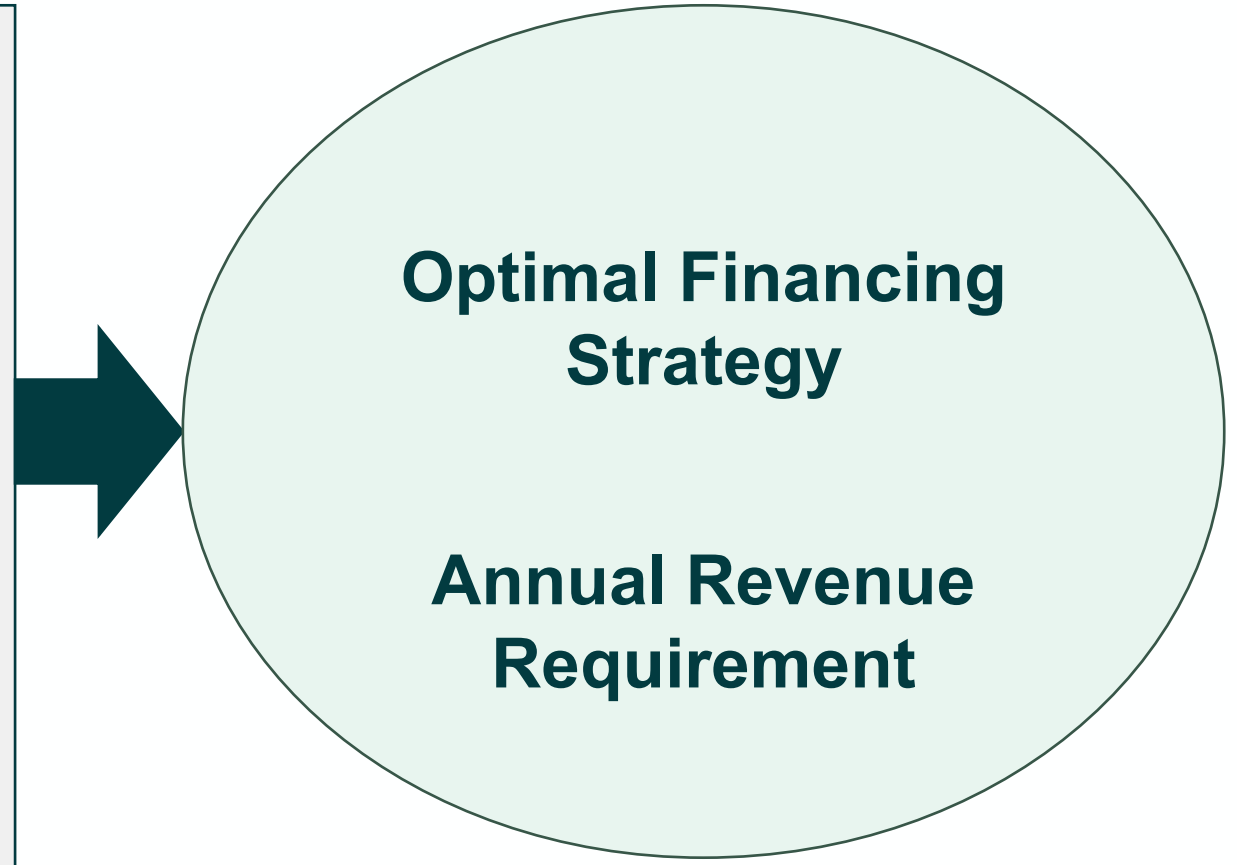
Bridging the Funding Gap

Revenues at Current Rates

Less: Projected Costs

- Operating Costs
- PAYGO CIP
- Debt Service
- Cash Reserve Target
- Debt Service Coverage Target

Funding Gap



Recommended Rate Revenue Adjustments

Effective Date	% Increase	$ Increase
July 1, 2026	15%	$1.92
July 1, 2027	10%	$1.46
July 1, 2028	10%	$1.60
July 1, 2029	10%	$1.76
July 1, 2030	10%	$1.94

Key Financial Plan Elements

- **Capital Improvement Expenditures**
  - ➢ No External Debt Financing – All CIP paid by cash from rate revenues

Projected Capital Improvement Program Expenditures					
FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total
$5,492,891	$5,077,873	$4,620,864	$5,492,227	$7,139,895	$27,823,751

Key Financial Plan Elements

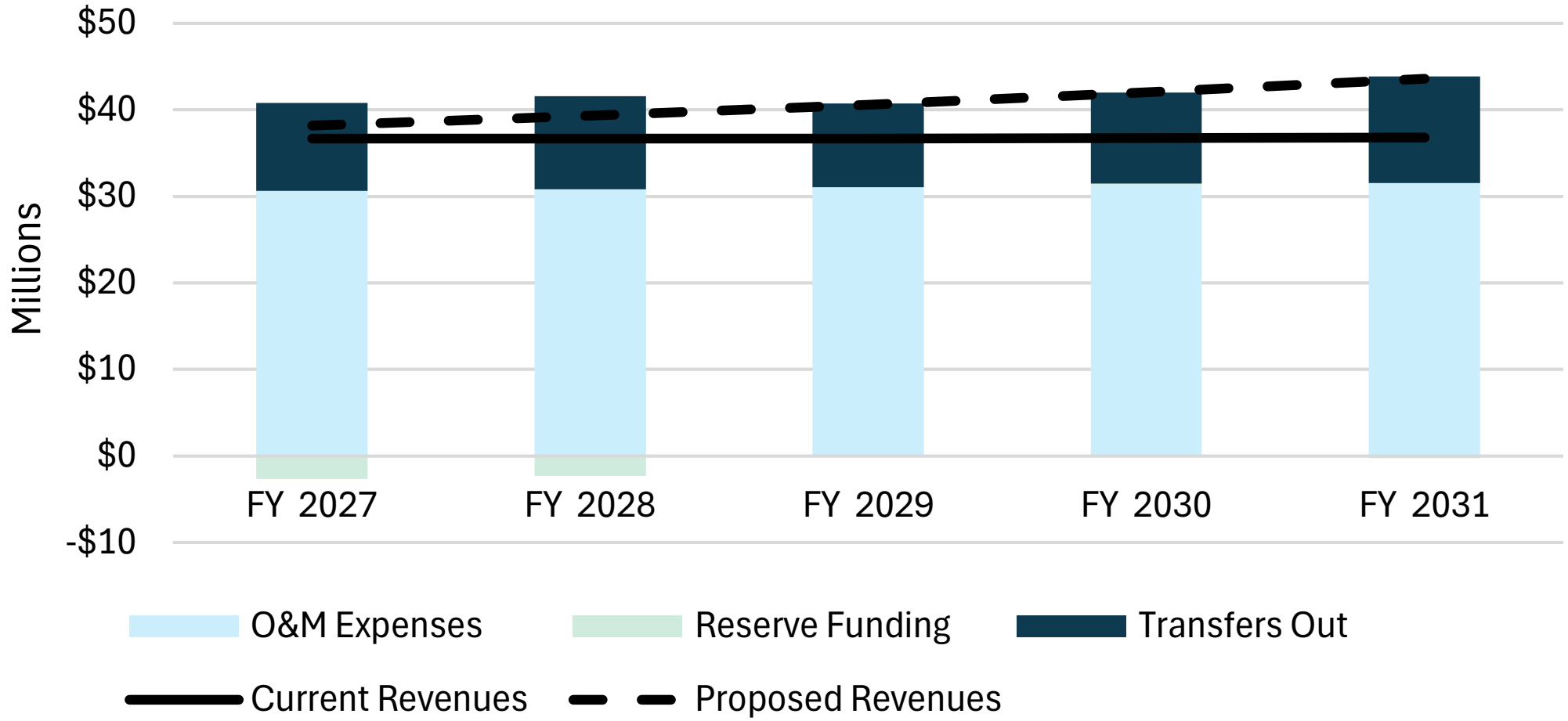
- **Operations and Maintenance Expenses**
  - 85% of O&M is for IEUA and Rialto treatment services

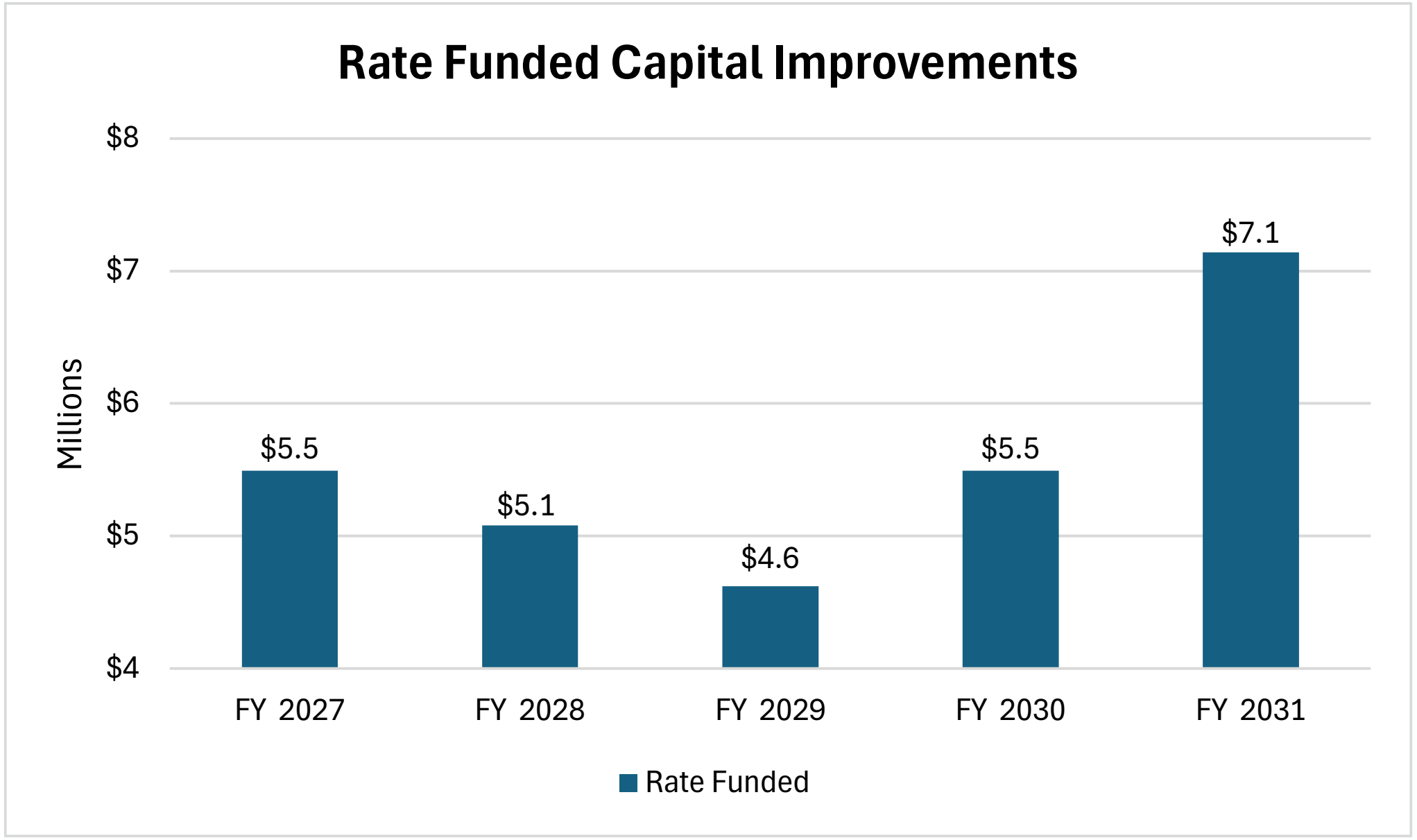
Projected O&M					
Description	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**
Wholesale Treatment	$25.9	$26.0	$26.0	$26.1	$26.1
Total O&M	$30.6	$30.8	$31.1	$31.3	$31.5
% Wholesale Treatment	85%	84%	84%	83%	83%

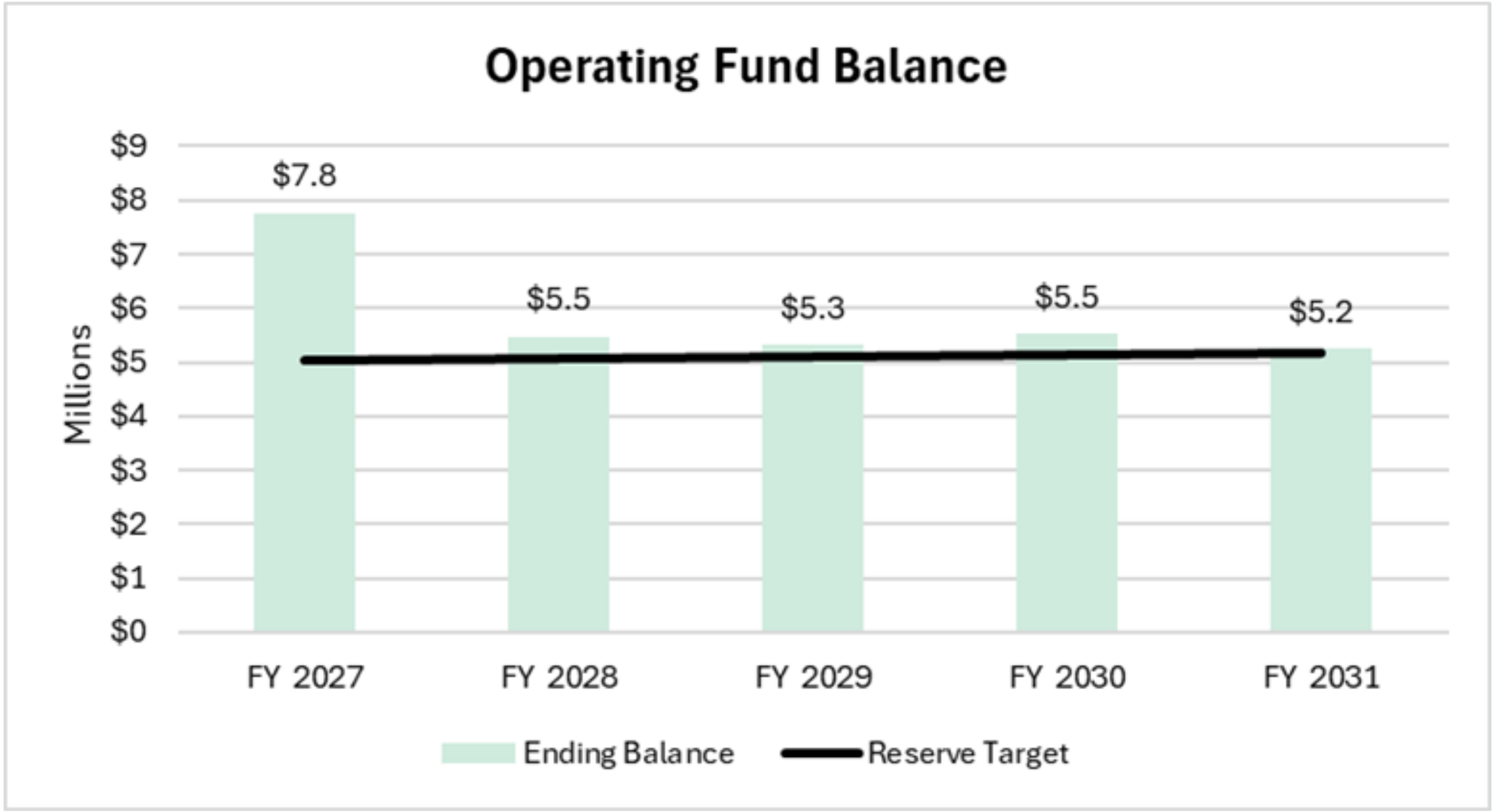
Operating Fund Financial Plan

Description	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Annual Rate Revenue % Increase	**15%**	**10%**	**10%**	**10%**	**10%**
Revenue from Existing Rates	$9.9	$9.9	$9.9	$9.9	$9.9
Revenue from Rate Increases	$1.5	$2.6	$3.9	$5.3	$6.8
Total Rate Revenues	**$11.4**	**$12.5**	**$13.7**	**$15.1**	**$16.6**
Non-Rate Revenues	$26.8	$26.8	$26.9	$26.9	$27.0
Total Revenues	**$38.2**	**$39.3**	**$40.6**	**$42.0**	**$43.6**
O&M Expenses	$30.6	$30.8	$31.1	$31.3	$31.5
Transfers to Other Funds	$10.2	$10.8	$9.7	$10.5	$12.3
Total Expenditures	**$40.8**	**$41.6**	**$40.8**	**$41.8**	**$43.9**
Net Cash Flow	**($2.7)**	**($2.3)**	**($0.2)**	**$0.2**	**($0.3)**
Ending Operating Reserves	**$7.8**	**$5.5**	**$5.3**	**$5.5**	**$5.2**
Target Reserves (60 Days of O&M)	**$5.0**	**$5.1**	**$5.1**	**$5.1**	**$5.2**
Variance from Target	**$2.7**	**$0.4**	**$0.2**	**$0.4**	**$0.0**

Operating Fund Financial Plan




Rate Funded Capital Improvements
$8
$7
$6
$5
$4
Millions
$5.5
$5.1
$4.6
$5.5
$7.1
FY 2027
FY 2028
FY 2029
FY 2030
FY 2031
Rate Funded


Operating Fund Balance
Millions
$9
$8
$7
$6
$5
$4
$3
$2
$1
$0
$7.8
$5.5
$5.3
$5.5
$5.2
FY 2027
FY 2028
FY 2029
FY 2030
FY 2031
Ending Balance
Reserve Target

Cost-of-Service and Rate Design

Sewer Collection vs. Sewer Treatment

Sewer Collection (City of Fontana)

- The City operates a sewer collection and conveyance system
- The City does not provide wastewater treatment service
- City customers pay a monthly $/EDU rate

Sewer Treatment (IEUA and Rialto)

- Wastewater treatment is provided by IEUA and Rialto
- IEUA and Rialto treatment rates vary by customer type
- Fontana has no control over IEUA or Rialto treatment rates

Cost-of-Service Concepts

- Customers should pay rates proportional to costs incurred to meet their unique demand characteristics
- Differences in sewer rates are defined by the strength of customer sanitary discharges which increase wastewater treatment costs

Fontana and Cost-of-Service

- Fontana does not provide wastewater treatment services – it merely transports sanitary sewer flows to IEUA or Rialto
  - Regardless of their strength loadings, there is no difference in the costs incurred by the City to transport the sanitary flows from different types of customers
  - There is no need for unique rates

Calculation of the Proposed FY 2027 Sewer Rate (Applies to All Customers)

Line	Description	Amount
1	Required Revenue from Rates from Financial Plan	$11,351,018
2	Number of EDUs on Served by the City	65,015
3	Annual Collection and Conveyance $/EDU (Line 1/Line 2)	$174.59
4	**Monthly Collection and Conveyance $/EDU**	**$14.55**
5		
6	Current Monthly Collection and Conveyance $/EDU	$12.63
7	$ Difference	$1.92
8	% Difference	15%

Proposed FY 2027 – FY 2031 Sewer Rates (Applies to All Customers)

	Current	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Monthly Collection and Conveyance $/EDU	$12.63	$14.55	$16.01	$17.61	$19.37	$21.31

Presentation of Rates on the Proposition 218 Notice

- The City includes IEUA and Rialto wastewater treatment services on customer bills
- The amounts collected from customers for the wastewater treatment charges are passed-through to IEUA and Rialto
- IEUA and Rialto wastewater treatment rates must be included in the City's Proposition 218 notice

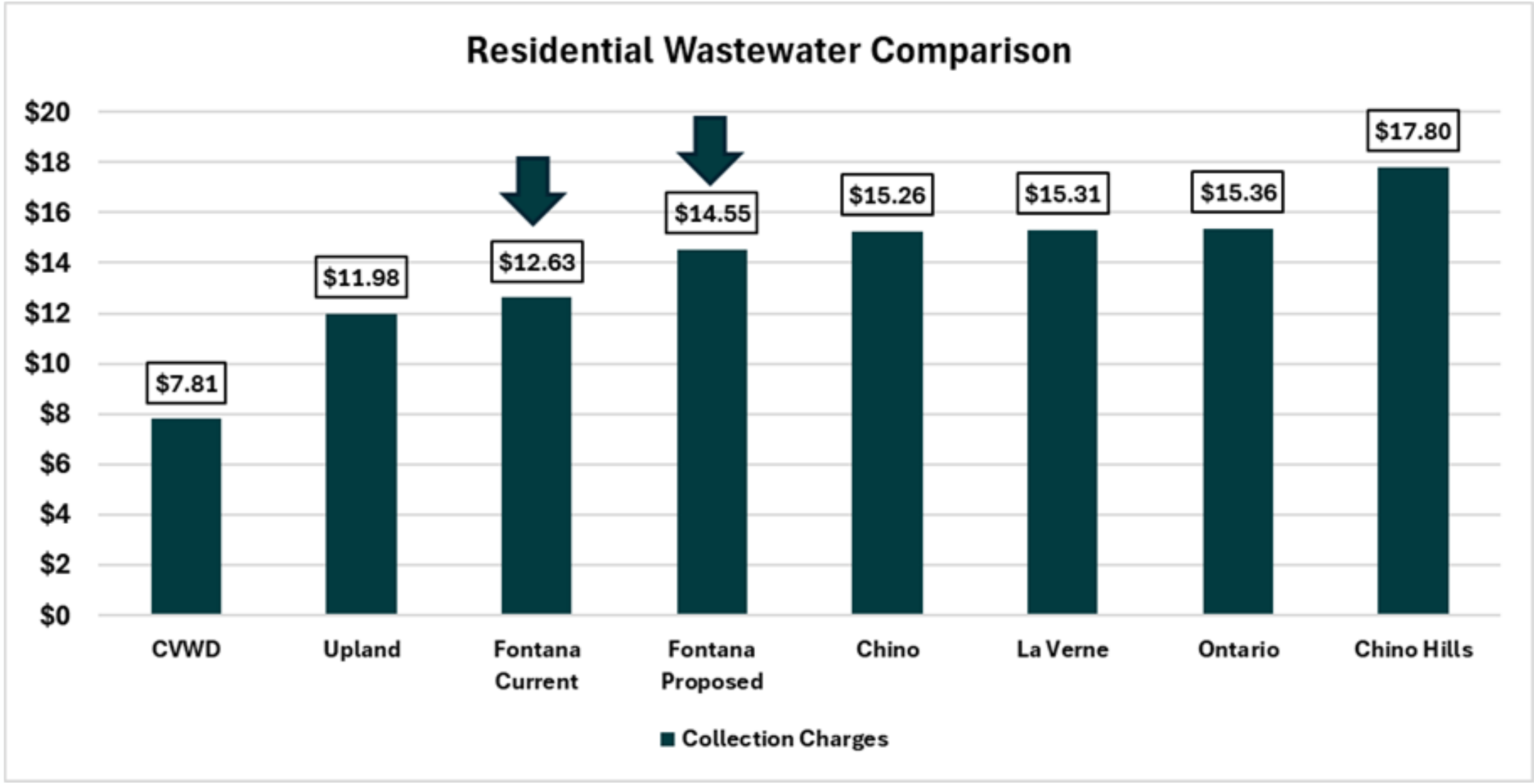
Summary of Rates for Proposition 218 Notice (1 of 2)

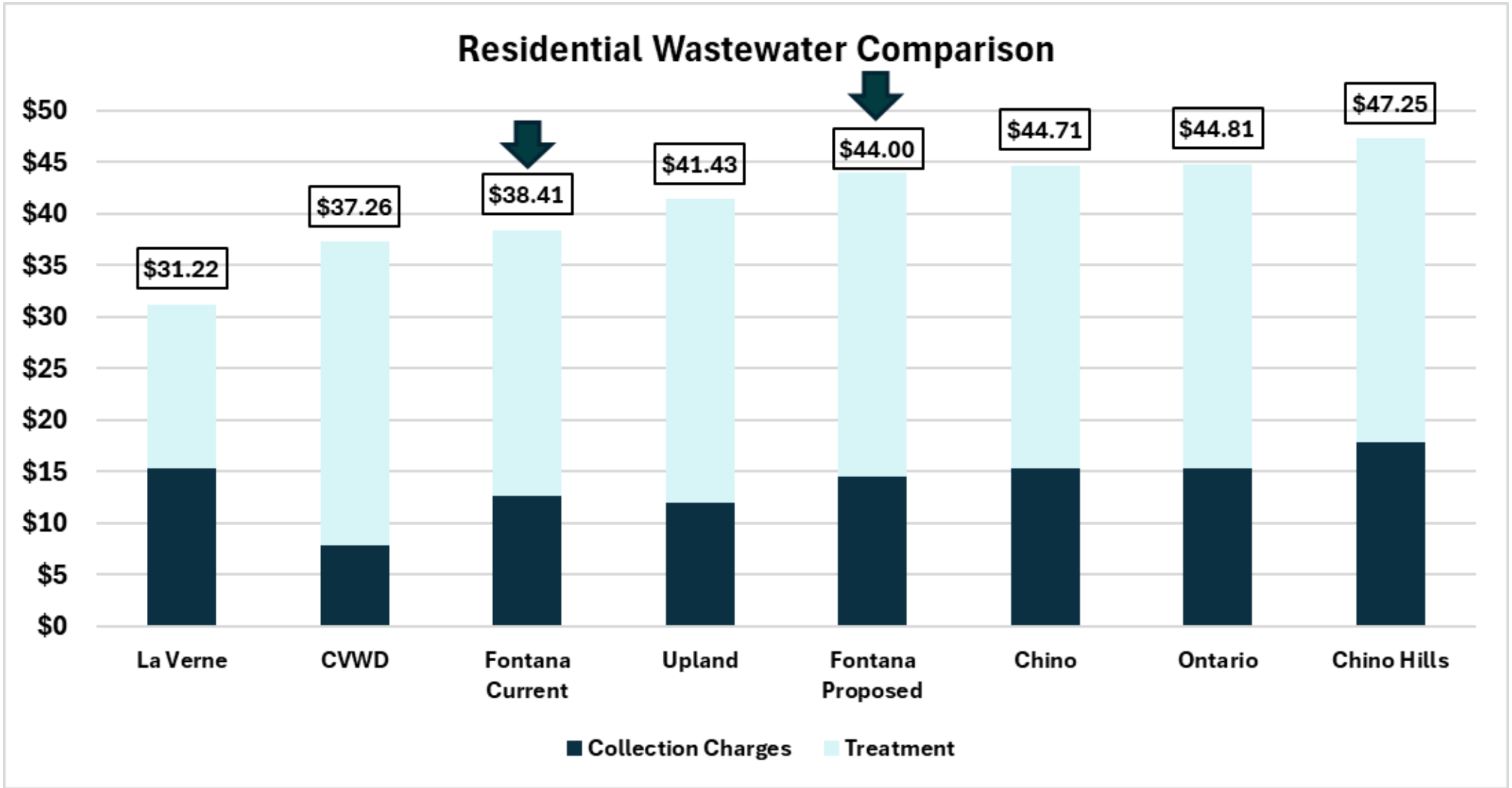
Wastewater Rate($/EDU)	Current	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Regular						
City Collection Charge	$12.63	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge	$27.02	$29.45	Pass-Through	Pass-Through	Pass-Through	Pass-Through
Total Charge	**$39.65**	**$44.00**	**Total Charge Dependent on the Pass-Through**			
Apartments						
City Collection Charge	$12.63	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge	$18.91	$20.62	Pass-Through	Pass-Through	Pass-Through	Pass-Through
Total Charge	**$31.54**	**$35.17**	**Total Charge Dependent on the Pass-Through**			
Commercial and Industrial*						
City Collection Charge	$12.63	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge	$27.02	$29.45	Pass-Through	Pass-Through	Pass-Through	Pass-Through
Total Charge	**$39.65**	**$44.00**	**Total Charge Dependent on the Pass-Through**			
Outside City						
City Collection Charge	$18.95	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge	$40.53	$29.45	Pass-Through	Pass-Through	Pass-Through	Pass-Through
Total Charge	**$59.48**	**$44.00**	**Total Charge Dependent on the Pass-Through**			
Apartments Outside City						
City Collection Charge	$18.95	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge	$28.37	$20.62	Pass-Through	Pass-Through	Pass-Through	Pass-Through
Total Charge	**$47.32**	**$35.17**	**Total Charge Dependent on the Pass-Through**			

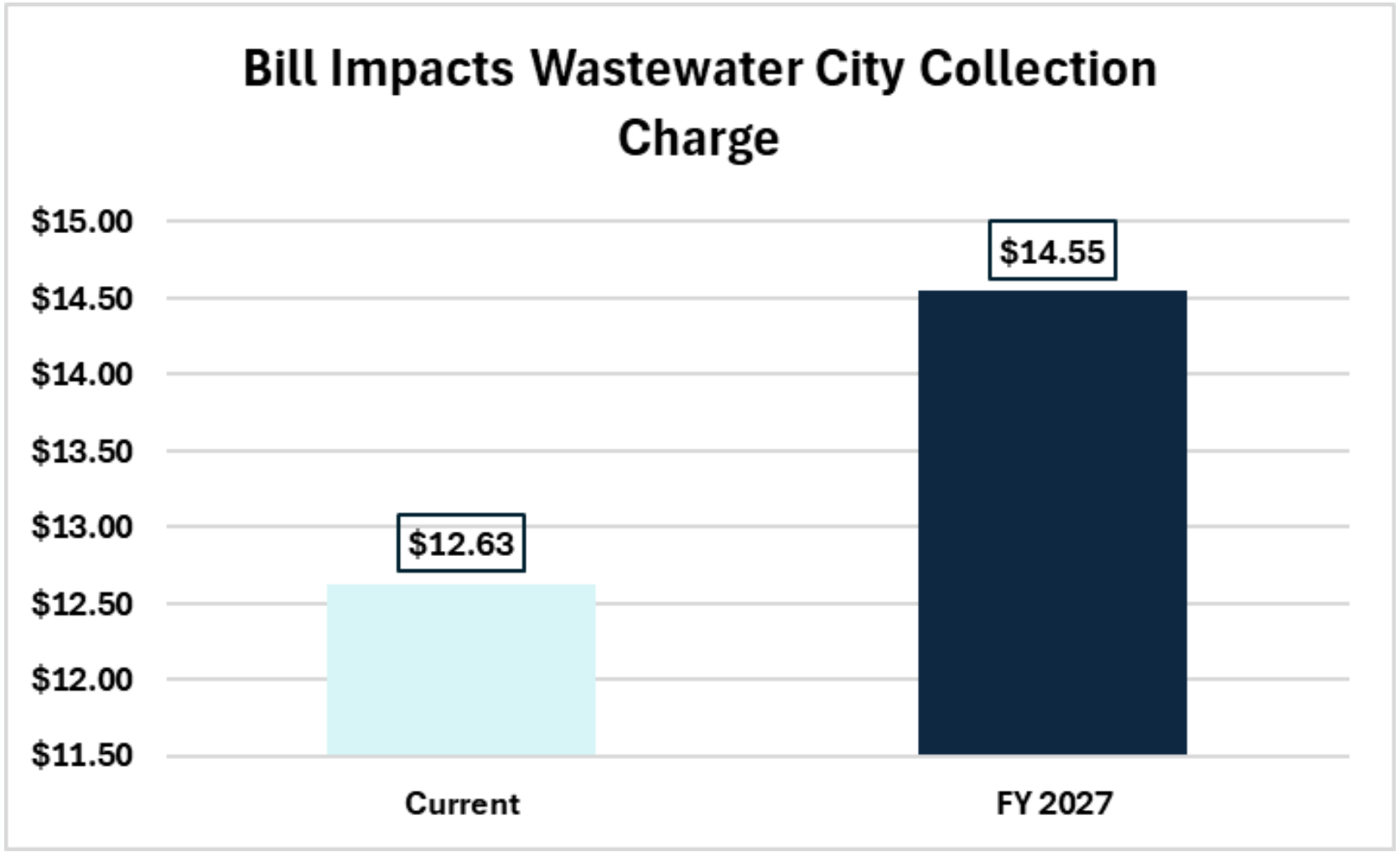
Summary of Rates for Proposition 218 Notice (2 of 2)

Wastewater Rate($/EDU)	Current	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Outside City Commercial and Industrial*						
City Collection Charge	$18.95	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge	$40.53	$29.45	Pass-Through	Pass-Through	Pass-Through	Pass-Through
Total Charge	**$59.48**	**$44.00**	**Total Charge Dependent on the Pass-Through**			
Extra Territorial						
City Collection Charge	$12.63	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge	$27.02	$29.45	Pass-Through	Pass-Through	Pass-Through	Pass-Through
Extra Territorial Charge	$23.53	Pass-Through	Pass-Through	Pass-Through	Pass-Through	Pass-Through
Total Charge	**$63.18**	**Total Charge Dependent on the Pass-Through**				
Extra Territorial Apartments						
City Collection Charge	$12.63	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge	$18.91	$20.62	Pass-Through	Pass-Through	Pass-Through	Pass-Through
Extra Territorial Charge	$23.53	Pass-Through	Pass-Through	Pass-Through	Pass-Through	Pass-Through
Total Charge	**$55.07**	**Total Charge Dependent on the Pass-Through**				
Rialto						
City Collection Charge	$12.63	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge**	$89.90	$89.90	$92.61	$95.39	$98.26	$101.21
Total Charge	**$102.53**	**$104.45**	**$108.62**	**$113.00**	**$117.63**	**$122.52**
Rialto Commercial*						
City Collection Charge	$12.63	$14.55	$16.01	$17.61	$19.37	$21.31
Treatment Charge**	$89.90	$89.90	$92.61	$95.39	$98.26	$101.21
Total Charge	**$102.53**	**$104.45**	**$108.62**	**$113.00**	**$117.63**	**$122.52**

Comparison to Adjacent Communities


Residential Wastewater Comparison
$20
$18
$16
$14
$12
$10
$8
$6
$4
$2
$0
$7.81
$11.98
$12.63
$14.55
$15.26
$15.31
$15.36
$17.80
CVWD
Upland
Fontana Current
Fontana Proposed
Chino
La Verne
Ontario
Chino Hills
Collection Charges


Residential Wastewater Comparison
$50
$45
$40
$35
$30
$25
$20
$15
$10
$5
$0
$31.22
$37.26
$38.41
$41.43
$44.00
$44.71
$44.81
$47.25
La Verne
CVWD
Fontana Current
Upland
Fontana Proposed
Chino
Ontario
Chino Hills
Collection Charges
Treatment


Bill Impacts Wastewater City Collection Charge
$15.00
$14.50
$14.00
$13.50
$13.00
$12.50
$12.00
$11.50
$12.63
$14.55
Current
FY 2027

RAFTELIS

Thank you!

Contacts:

Angie Flores – 512-790-2108 / aflores@raftelis.com
John Wright – 951-395-1674 / jwright@raftelis.com
Nick Kennedy – 213-262-9301 / nkennedy@raftelis.com

Fontana Herald News
Your Community. Your Newspaper.

AFFIDAVIT OF PUBLICATION

Fontana Herald News
16981 Foothill Blvd., Suite F, Fontana, CA 92335

Proof of Publication
(2015.5 C.C.P.)

CNS-4047160

State of California)
County of San Bernardino) SS.

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above matter. I am the principal clerk of the printer and publisher of Fontana Herald News, a newspaper published in the English language in the City of Fontana, County of San Bernardino, and adjudicated a newspaper of general circulation as defined by the laws of the state of California by the Superior Court of the County of San Bernardino, under the date March 15, 1955, Case No. 73171.That the notice, of which the annexed is a copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

Jun 12, 2026

Executed on: June 12, 2026

At Yucaipa, California

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

Kaila Yeaman
Signature

CITY OF FONTANA
FONTANA, CALIFORNIA
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF FONTANA WILL HOLD A PUBLIC HEARING CONSIDERING PROPOSED CHANGES TO THE SEWER RATES EFFECTIVE JULY 1, 2026. A COPY OF THE SEWER RATE STUDY IS AVAILABLE FOR REVIEW ON THE CITY WEBSITE (https://www.fontanaca.gov/3745/Sewer-Rate-Study-Documents) AND CITY CLERK'S OFFICE LOCATED AT 16860 VALENCIA AVENUE, FONTANA, CALIFORNIA 92335.

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.

DATE OF HEARING: JUNE 23, 2026

TIME OF HEARING: 2:00 P.M.

PLACE OF HEARING: CITY HALL COUNCIL CHAMBERS
8437 SIERRA AVENUE, FONTANA, CALIFORNIA 92335

ANY INTERESTED PARTY MAY APPEAR AT THE HEARING AND PRESENT ANY INFORMATION WHICH MAY BE OF ASSISTANCE TO THE CITY COUNCIL. IF YOU HAVE ANY QUESTIONS CONCERNING THIS MATTER, PLEASE CONTACT THE CITY HALL STAFF AT (909) 350-7600.

6/12/26
CNS-4047160#
FONTANA HERALD NEWS
Fontana Herald News
Published: June 12, 2026